GRAND COUNTY COMMISSION
REGULAR MEETING

Held virtually on Zoom
Moab, Utah
See below for instructions to give public comment via Zoom
Dial: **(669) 900 - 6833** Meeting ID: **851 7082 0571 #** Password (if needed): **214317** Unmute: ***6**
Link: https://us02web.zoom.us/j/85170820571?pwd=M24yQjRIdElCejUxTUlFeXFoZHNQQT09

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AGENDA - AMENDED
Tuesday, February 15, 2022

2:00 p.m. **Joint Workshop with Grand County Planning Commission (see separate agenda)**

4:00 p.m. **Thompson Springs Special Service Fire District Board Meeting (see separate agenda)**

4:05 p.m.

- ❑ **Call to Order**
- ❑ **Citizens to Be Heard** (and again at approximately 6:00 pm)
  We are receiving public comments by phone and online through Zoom.
  Dial: **(669) 900 - 6833** Meeting ID: **851 7082 0571 #** Password (if needed): **214317**
  Link: https://us02web.zoom.us/j/85170820571?pwd=M24yQjRIdElCejUxTUlFeXFoZHNQQT09
  Please note that when joining the meeting, you will be placed in a waiting room and will be added to the meeting by the moderator. Your comments will be recorded and on YouTube.
  (Unmute for public comment: *6)
- ❑ **Department Reports (approximately 15 minutes per report)**
- ❑ **Agency Reports (approximately 15 minutes per report)**
- ❑ **Approval of Minutes** (Quinn Hall, Clerk/Auditor)
  A. February 1, 2022 (Regular County Commission Meeting)
  B. February 8, 2022 (Grand County Commission, Moab City Council & San Juan County Commission Special Joint Workshop)
- ❑ **Ratification of Payment of Bills**
- ❑ **Commission Member Disclosures**
- ❑ **General Commission Reports and Future Considerations**
- ❑ **Elected Official Reports**
- ❑ **Commission Administrator Report**
- ❑ **Presentations (approximately 15 minutes per presentation)**
  C. Presentation on the Department of Wildlife Resources (DWR) annual PILT payment and update on DWR's activities within the county (Chris Wood, DWR Regional Supervisor)
  D. Presentation on Regional Water Consortium and Working Group (John Guenther, Planning & Zoning Director)
- ❑ **General Business- Action Items- Discussion and Consideration of:**
  E. Approving contract agreement with Emery Telcom for six video segments for Responsible Recreation messaging (Andrea Brand, Sand Flats Recreation Area Director)
  F. Approving the county as the "Responsible Entity" for the HUD Environmental Review for the Housing Authority of Southeastern Utah (HASU) SHOP grant project (Jenna Whetzel, HASU Program Manager)

G. Adopting Resolution Approving the Final Condominium Plat and Subdivision Improvements Agreement for Murphy Flats, Phase II, an HDHO Development located at 1187 Murphy Lane, Parcel No. 02-0008-0097 (Planning & Zoning)

H. Adopting Ordinance approving the Entrada Overnight Accommodations Overlay-Campground rezone for Parcel No. 24-0XST-0067, located off SR 313 (Planning & Zoning)

I. Adopting Ordinance approving the Amended and Restated Development Agreement for Viewgate Terrace Phase II Final Plat, an HDHO development (Planning & Zoning)

J. Approving Memorandum of Understanding between the County and City of Moab Planning Commissions (John Guenther, Planning & Zoning Director)

K. Approving Special Event Permit for the 2022 Jeep Safari at Old Spanish Trail Arena (OSTA) (Angie Book, OSTA Director)

L. Approving Special Event Permit for Cruise Moab at Old Spanish Trail Arena (OSTA) (Angie Book, OSTA Director)

M. Approving the Special Event Advisory Committee as the Approval Authority for the 2022 Fallen Peace Officer Special Event Permit (Angie Book, OSTA Director)

N. Approving the Special Event Advisory Committee as the Approval Authority for the 2022 Team Rubicon Special Event Permit (Angie Book, OSTA Director)

O. Approving the Commission's Community Impact Fund Board (CIB) prioritized project list for the Grand County local government prioritization process meeting (Mallory Nassau, Commission Administrator)

P. State Legislative Updates (Christina Sloan, County Attorney)

Q. Approving Tolling Agreement with Peak View Development, LLC for Moab District Court Case No. 210700044 (Christina Sloan, County Attorney)

R. Approving Notice of Vacancy and Intent to Appoint a Replacement for the Clerk/Auditor (Christina Sloan, County Attorney)

- **Consent Agenda- Action Items**

S. Ratifying local consent for Red Cliffs Lodge's Package Agency, Off-Premise Beer, Banquet Liquor, and Full- Service Restaurant Liquor License applications through the Dept. of Alcohol and Beverage Commission

T. Ratifying the Chair's signature on an Independent Contractor Agreement with NES, Inc for lobbying activities

U. Approving Chair's signature on a sign-on letter to the Manti-La Sal National Forest requesting a presentation to local governments and public regarding research on mountain goat impacts on the alpine area of the La Sal Mountains

V. Approving Emergency Medical Dispatch Program Purchase

W. Approving a purchase agreement with Sphere Plus Corporation for a touchless on-demand parking platform at the Canyonlands Regional Airport

X. Approving letter of support to the Utah Office of Outdoor Recreation Grant Program Pack Creek footbridge

- **Discussion Items**

Y. Calendar items and special events (Mallory Nassau, Commission Administrator)

- **Public Hearings- Possible Action Items**
- **Closed Session(s)** (if necessary)
- **Adjourn**

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS. In compliance with the Americans with Disabilities Act, individuals with special needs requests wishing to attend County Commission meetings are encouraged to contact the County two (2) business days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. T.D.D.

(Telecommunication Device for the Deaf) calls can be answered at: (435) 259-1346. Individuals with speech and/or hearing impairments may also call the Relay Utah by dialing 711. Spanish Relay Utah: 1 (888) 346-3162

It is hereby the policy of Grand County that elected and appointed representatives, staff and members of Grand County Commission may participate in meetings through electronic means. Any form of telecommunication may be used, as long as it allows for real time interaction in the way of discussions, questions and answers, and voting.

At the Grand County Commission meetings/hearings any citizen, property owner, or public official may be heard on any agenda subject. The number of persons heard and the time allowed for each individual may be limited at the sole discretion of the Chair. On matters set for public hearings there is a three-minute time limit per person to allow maximum public participation. Upon being recognized by the Chair, please advance to the microphone, state your full name and address, whom you represent, and the subject matter. No person shall interrupt legislative proceedings.

Requests for inclusion on an agenda and supporting documentation must be received by 5:00 PM on the Wednesday prior to a regular Commission Meeting and forty-eight (48) hours prior to any Special Commission Meeting. Information relative to these meetings/hearings may be obtained at the Grand County Commission's Office**,** 125 East Center Street, Moab, Utah**; (**435**)** 259-1346**.**

GRAND COUNTY
COMMISSION REGULAR MEETING

Grand County Commission Chambers
Held virtually on Zoom
Moab, Utah

WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"

MINUTES
1 February, 2022

The Grand County Commission met in a regular meeting on February 1st, 2022. The meeting was streamed/attended electronically. It was also broadcast and saved on YouTube. Attending the meeting were County Commissioners Clapper, Hadler, Hedin, Stock, Walker, and Woytek. Also in attendance were County Commission Administrator Mallory Nassau, Strategic Development Director Chris Baird, and Clerk/Auditor Quinn Hall. County Attorney Christina Sloan arrived at 4:14. Commissioner McGann was absent.

4:01 p.m. Municipal Building Authority Public Hearing (see separate agenda/minutes)

4:06 p.m. Grand County Commission Regular Meeting

Citizens to Be Heard (and again at approximately 6:00 pm)

Commissioner Walker noted the potential to postpone Item J on tonight's agenda.

Graham Carpenter commented about the potential title 5 revisions, and suggested more explanation about the proposed changes could be helpful to businesses and the public

Department Reports (approximately 15 minute reports)

Agency Reports (approximately 15 minute reports)

A. Report from the Historical Preservation Commission regarding the Indigenous Peoples Land Acknowledgement Statement (Jody Patterson, HPC Chair)

Jody Patterson discussed the Indigenous Peoples Land Acknowledgement Statement, noting the importance of recognizing indigenous populations and acknowledging people that have been displaced and traditional lands that have been changed irreversibly over the course of history. Jody discussed the indigenous people still present in the area and the ancestral ties to the land. Jody discussed the importance of creating a modern dialogue and connection with indigenous populations.

Evan Clapper offered thanks and support for the effort.

Sarah Stock suggested some minor language edits, and offered thanks.

Jody discussed the potential to reach out to local indigenous populations.

Approval of Minutes (Quinn Hall, Clerk/Auditor)

B. January 18, 2022 (Regular County Commission Meeting)

Motion by Evan Clapper to approve the minutes for 18 January, 2022.

Motion Seconded by Kevin Walker

Discussion (none at this time)

Motion passes 6-0

Ratification of Payment of Bills

Motion by Jacques Hadler to ratify and approve payment of bills in the amount of $671,653.35 and payroll in the amount of $300,464.43 for a combined total of $972,117.78.

Motion Seconded by Trish Hedin

Discussion (none at this time)

Motion passes 6-0

Commission Member Disclosures (none at this time)

General Commission Reports and Future Considerations

Trish Hedin
- Utah Land Use Training
- Recreation Special Service District (SSD) meeting
- Historical Preservation Committee meeting
- Planning Commission meeting
- Joint meeting with Moab City
- Meeting about Book Cliffs Highway

Jacques Hadler
- Land Use Code training
- Museum of Moab meeting
- Historical Preservation meeting
- Sustainable Trails meeting
- Chamber of Commerce meeting

Kevin Walker
- Date set for joint meeting with San Juan County
- Progress on Public Lands Proposal
- Met with Nichole Gaddis-Wyatt from the Bureau of Land Management (BLM)
- Kevin responded to Graham's questions, discussing tax collection reporting
- Responsible Recreation meeting
- Met with John Guenther

Sarah Stock
- Land Use Code training
- Moab Area Watershed Partnership meeting
- Met with John Guenther
- Met with Grand Center director

Evan Clapper

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- Meeting with Arches SSD cancelled

Gabriel Woytek
- Land Use Code training
- Utah Association of Counties (UAC) legislative meetings
- Mental Health Board Meeting
- Southeastern Utah Health Department meeting
- Association of Governments (AOG) meeting
- Congressman Curtis will be visiting the area in the spring

Elected Official Reports (none at this time)

Commission Administrator Report
Chris Baird (Strategic Dev Director) noted Tara Collins moved to a role at the airport. A water monitoring grant application was submitted recently. Jackson Street Phase II project grant application is being prepared. Moab Valley Fire Department may seek a loan through the Municipal Building Authority (MBA). Jones and DeMille will start again with the staffing survey. Chris explained the logistics of getting a movable stage, and noted Moab City may consider partial funding assistance. Chris is working on extending general services agreements with Jones and DeMille and Horrocks Engineering. Chris briefly discussed the potential pickleball courts.

Presentations (none at this time)

Agency Reports

C. Presentation and (potential) approval of a letter of support regarding the proposed UMTRA/TSSD Green River Pipeline Project (Uranium Mill Tailings Remedial Action / Thompson Special Service District (Water Board)) (John Ripley Corkery, Chair of TSSD and Commissioner Hedin)

Presentation
John Corkery discussed the proposed Green River pipeline to Thompson Springs. John discussed some of the logistics of the pipeline and the potential of assuming the infrastructure and water rights in the future. John discussed the Thompson Springs public hearing, and asked for support from the County Commission. John noted the need for more pipeline, a pump station, and treatment plant to finish the project. John noted the local spring is the first priority, but it may not be adequate long term. John discussed the current water deficit. John discussed the potential growth with more water availability. John discussed the possibility to address the current fee structure and potentially encourage lower usage.

Trish discussed current drought conditions and the challenges of the town relying on a single source for water and expressed support for the repurposing of the existing pipeline.

Kevin expressed some concerns about potential of rapid expansion in Thompson Springs. Chris suggested perhaps the pipeline expansion/repurposing, when coupled with the current deficit, could mean moderate instead of rapid expansion. Kevin suggested the need to address expansion in Thompson Springs via the general plan. Evan suggested at least pursuing the rights to the water could make sense, noting that the rights may not necessarily mean immediate and rapid expansion. John suggested several of these issues could be addressed by a feasibility study.

Gabriel noted support, but also concern about the potential negative aspects of rapid expansion.

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Sarah suggested the existing infrastructure may be of interest to other entities, so perhaps timing could be crucial.

General Business- Action Items- Discussion and Consideration of:

D. Approving additions to the 2021 Property Tax Abatements and Cancelations (Chris Kauffman, County Treasurer)

Presentation
Chris Kauffman discussed the abatements, noting the disposition of recent settlements with Union Pacific and Harley Dome. Chris discussed the Harley Dome bankruptcy and shared some backstory. Chris offered a timeline of the Union Pacific property tax appeals.

Motion by Kevin Walker to approve the additional 2021 property tax abatements and cancellations as presented.

Motion Seconded by Evan Clapper

Discussion (none at this time)

Motion passes 6-0

E. Approving Chair's signature on a document for the Disadvantaged Business Enterprise (DBE) program with the FAA for the Airport (Andrew Solsvig, Airport Director)

Presentation
Airport Director Andy Solsvig discussed the program and explained that every 3 years an airport is instructed to complete the DBE and address goals.

Motion by Jacques Hadler to approve the County Commission Chair signing the Department of Transportation DBE Program - 49 CFR Part 26 Policy Statement as part of the Canyonlands Regional Airport Disadvantaged Business Enterprise Program.

Motion Seconded by Kevin Walker

Discussion (none at this time)

Motion passes 6-0

F. Approving lease agreement with Redtail Jet Center for office space in the Airport terminal (Andrew Solsvig, Airport Director)

Presentation
Andy discussed the lease, explaining the need for the new agreement.

Motion by Kevin Walker to approve an airport property terminal lease agreement for office space between Redtail Jet Center and Grand County.

Motion Seconded by Evan Clapper

Discussion (none at this time)

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Motion passes 6-0

G. Approving lease agreement with Redtail Jet Center for retail space in the Airport terminal (Andrew Solsvig, Airport Director)

Presentation
Andy discussed the separate space agreement for retail space, noting this allows for the sale of merchandise.

Motion by Sarah Stock to approve an airport property terminal lease agreement for retail space between Redtail Jet Center and Grand County.

Motion Seconded by Jacques Hadler

Discussion (none at this time)

Motion passes 6-0

H. Approving extension of on-call engineering services, with Horrocks and Jones DeMille (Bill Jackson, Roads & Bridges Supervisor)

Presentation
Chris suggested postponing this item.

Motion by Evan Clapper to postpone Item "H."

Motion seconded by Trish Hedin

Motion to postpone passes 6-0

I. Adopting an Ordinance Initiating a Temporary Land Use Regulation Prohibiting the Erection, Construction, Reconstruction, or Alteration of Any Building or Structure or Any Subdivision Approval Requiring New Water Connections within the Thompson Special Service District Boundary (Christina Sloan, County Attorney)

Presentation
Christina discussed the regulation, noting the lack of water and the moratorium on new construction in the area. Christina discussed the need for more time to develop new water sources. Christina noted this is a new moratorium based on the results of the recent water study, not an extension of an existing moratorium.

Motion by Trish Hedin to adopt the ordinance enacting a temporary land use regulation prohibiting the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval requiring new water connections within the Thompson Special Service District Boundary.

Motion Seconded by Jacques Hadler

Discussion (none at this time)

Motion passes 6-0

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J. Repealing Title 5 (Business Licenses) of the Grand County General Ordinances and related Ordinance No. 632 and adopting Ordinance providing for a new Title 5 (Christina Sloan, County Attorney, and Josh Green, Code Compliance Officer with input from the Sheriff and Clerk)

Presentation
Christina discussed the reason to repeal and replace Title 5 and include some reporting requirements. Christina explained the history behind updates to Title 5 and the impetus for changes. Christina discussed some of the challenges with enforcement. Christina discussed the different components of the newest version of Title 5.

Josh discussed some of the changes with the noise testing procedures. Josh noted that testing every machine is likely difficult to manage and somewhat pointless if most outfitters have fleets of similar vehicles. Josh discussed some of the changes to the labeling requirements and whip flag requirements.

Kevin discussed the reporting requirements, noting the particular desire of the county to have better tourism information. Kevin explained the current reporting levels and noted the lack of reporting from smaller properties. Kevin noted that AirB&B rentals and RV rental sites are likely being underreported.

Kevin discussed the placement of the noise ordinance placard and noted perhaps it could be sent via email. Christina and Kevin discussed the difference in language surrounding “grounds for revocation.” Christina discussed the application of the language to specific sections of Title 5.

Kevin explained the different reporting requirements and the hope that the reporting requirement would not be difficult to comply with. Kevin discussed the monthly reporting requirements. Kevin discussed the reason for gathering data.

Christina discussed the sales and use tax workshop requirements. Christina noted the change in wording to shift workshop attendance requirements from business owners to the person or entity filing the taxes. Christina explained the tax reporting and payment affidavit.

Christina discussed the problems surrounding the tax collection and remittance to the wrong counties with regard to AirB&B rentals.

Chris discussed some the issues surrounding tax collection and remittance. Chris noted that many businesses may not be reporting the correct amount or misreporting amounts. Chris discussed the implications of improper reporting with regard to the disbursements to counties.

6:00 pm Citizens to Be Heard

Nina Barlow asked about the overall objective of the revisions to title 5. Nina commented that it seems like each business is being asked to undergo a quarterly audit and this seems onerous and invasive.

Lori McFarland asked that the public record show that repealing and replacing an entire ordinance impedes due process and potentially robs the public of the chance to offer input. Lori claimed the county has created damage to her business. Lori said the new fleets were ordered early in order to meet the county’s requirements. Lori commented that Title 5 harms and hurts both overnight rentals and ATV/UTV businesses.

Dave Helman commented that the law seems too complex and onerous to small businesses. Dave noted he does not do rentals, but only offers tours. Dave commented that the stickers identifying machines could potentially paint a target on the outfitters in town. Dave suggested outfitters don’t modify mufflers or

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machines at all. Dave noted the problems with delaying issuing a business license with regard to other federal permits.

Mark Moore commented in support of Lori McFarland. Mark noted he was audited this year and claimed he was told rental vehicles and tour vehicles are taxed differently.

Laici Shumway offered thanks for recent conversations. Laici suggested a Chamber of Commerce meeting in the future.

Beverly (Moab Cowboy) asked what would the repercussions be for outfitters that aren't in compliance when he season starts.

Ben Burr (Blue Ribbon Coalition) asked about the compliance date for vehicle testing. Ben noted concerns surrounding the definitions section of the ordinance, specifically the broad definition of "business" to include marketing activities.

Marc Horowitz commented that his rental through AirB&B collects and submits the taxes, and suggested the burden to local owners with regard to reporting tax revenue.

(commission discussion continues)

Christina discussed the gap in licensing, noting the delay in licensing and communications from the Clerk's office. Christina noted the date modification from June to February, noting the importance of testing before the season starts. Christina noted the testing dates are currently set for 9 and 16 February, 2022. Josh Green will be assisting with testing and coordinating. Christina noted the county has been open and is trying to be accommodating regarding testing and business license extensions.

Christina discussed the tax rates and noted recent communications with the Utah State Tax rate. Christina discussed the definition of "business" and the intent to better clarify who needs a business license to operate in Grand County. Christina noted businesses that pay taxes through Airb&B will not be required to collect tax revenue twice.

Trish noted the value in coordinating with businesses to receive feedback.

Evan suggested better language to point to education to tax filers vs. business owners. Evan noted support for the testing dates and the general direction.

Kevin discussed some of the reporting requirements. Kevin noted the desire to have language that is both reasonable and legally defensible.

Gabriel discussed the reporting requirements, noting it may be onerous for some small businesses.

Evan suggested perhaps looking at reporting submitted to the BLM for insight and guidance and mimicking the reports to ease the burden for local businesses.

Jacques noted support for mimicking the BLM reporting guidelines. Jacques suggested some language modifications regarding the penalties for overnight rental guests who may be in violation.

Kevin suggested that while a joint meeting may be difficult to coordinate, an early draft could be circulated for comment.

Motion by Kevin Walker to postpone Item "J" to a later date.

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Motion Seconded by Jacques Hadler

Motion to postpone passes 6-0

K. Approving the support of and opposition to certain State Legislative Bills introduced in the 2022 General Session (Christina Sloan, County Attorney)

Presentation
Christina discussed some of the bills currently before the legislature. Christina discussed some of the bills. Christina noted the bills that are worthy of support. Christina discussed HB 72, noting the noise ordinance inspection requirement. Christina discussed other bills worth supporting and some bills the county may choose to oppose.

Gabriel discussed SB49, The Rural Film Bill, HB22, Remote Meeting Requirements, HB204, Requirement for School Institutional Trust Lands Association (SITLA) to seek local input before advertising, and SB111, Board of the Community Impact Board (CIB).

Evan asked about SB72, ATV weight limits. Christina noted one of the reasons was potentially to allow for increased use and availability of electric ATV's.

Motion by Kevin Walker to oppose House Bills 140, 146, and 182 and Senate Bills 66, 89, and 126 support House Bills 72 and 147 and Senate Bills 49, 110 and 126, and authorize the Chair to sign any necessary letters of opposition or support to Utah legislators deemed necessary by the County Legislative Committee or County Attorney.

Motion Seconded by Jacques Hadler

Discussion
Chris discussed the potential for supporting SB49, the Rural Film Bill, intended to encourage and promote filming in rural Utah counties.

Motion passes 6-0

L. Approving 3 volunteer re-appointments to the Historical Preservation Commission (Commissioner Hadler)

Presentation
Jacques discussed the openings and appointments.

Motion by Jacques Hadler to approve the re-appointments of Josh Green, Jody Patterson, and Don Montoya to serve on the Historical Preservation Commission, with terms expiring 12/31/2025 for Green and Patterson, and expiring 12/31/2022 for Montoya.

Motion Seconded by Trish Hedin

Discussion (none at this time)

Motion passes 6-0

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M. Approving volunteer appointment to the Housing Authority of Southeast Utah (HASU) (Commissioner McGann)

Presentation
Evan discussed the vacancy and appointment.

Motion by Evan Clapper to approve the appointment of Tatsy Guild to serve on the Housing Authority of Southeast Utah, with term beginning 1/1/2022, and expiring 12/31/2026

Motion Seconded by Sarah Stock

Discussion (none at this time)

Motion passes 6-0

N. Approving volunteer appointments and a re-appointment to the Council on Aging (Commissioner Stock)

Presentation
Sarah discussed the Council on Aging and the appointments.

Motion by Sarah Stock to approve the re-appointment of Pat Hlas to serve on the Council on Aging, and the appointments of Cherie Major and Karen Feary, all with terms expiring 12/31/2024.

Motion Seconded by Trish Hedin

Discussion
Alishia Oliver discussed the appointments and the board.

Motion passes 6-0

O. Approving a Memorandum of Understanding (MOU) with the Bureau of Land Management (BLM) for Grand County to be a cooperating agency for 6 land use plan amendments for wild and scenic river designations (Commissioner Stock)

Motion by Sarah Stock to postpone Item “O” until a later date.

Motion Seconded by Kevin Walker

Motion passes 6-0

P. Approving the Grand County grant contract with the Moab Area Community Land Trust (MACLT) (Chris Baird, Strategic Development Director)

Presentation
Chris discussed the grant to the land trust to get them started, noting this is the agreement for the grant.

Motion by Sarah Stock to approve the Grand County Grant Contract with the Moab Area Community Land Trust.

Motion Seconded by Jacques Hadler

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Discussion (none at this time)

Motion passes 6-0

Q. Adopting an Ordinance repealing and replacing Ordinance No. 413 (2005) and adopting a new section 1.05 of the Grand County General Ordinances to establish the manner in which real and personal property may be disposed of, acquired, and managed (Christina Sloan, County Attorney, and Chris Baird, Strategic Development Director)

Presentation
Christina discussed the technical amendments, noting the process for surplus real property, and noting that this should bring us into compliance with state code. Chris discussed the potential to sell some county parcels in the future. Christina discussed the definitions sections and offered some clarifications. Christina discussed the valuation and size of "significant" property. Chris discussed legal requirements regarding fair market value sales and donation components.

Motion by Evan Clapper to repeal and replace Grand County Ordinance No. 413 (2005) and adopting new Section 1.05 of the Grand County General Ordinances to establish the manner in which real and personal property may be disposed of, acquired, and managed.

Motion Seconded by Sarah Stock

Discussion (none at this time)

Motion passes 6-0

R. Approving Chair's signature on a Data Request to the Utah State Tax Commission (Chair Woytek)

Presentation
Gabriel discussed the reason for the request, noting the need for a leakage report on taxes.

Motion by Jacques Hadler to approve the Chair's signature on a sales tax data request form to be sent to the Utah State Tax Commission.

Motion Seconded by Kevin Walker

Discussion (none at this time)

Motion passes 6-0

S. Approving letter to San Juan County Planning Commission regarding concerns about the proposed campground in Mill Creek Canyon (Commissioner Stock)

Presentation
Sarah discussed the letter and offered some details and concerns, specifically water quality and fire danger, about the proposed campground in Mill Creek Canyon.

Motion by Trish Hedin to approve the letter to the San Juan County Planning Commission regarding concerns about the proposed campground in Mill Creek Canyon.

Motion Seconded by Kevin Walker

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Discussion (none at this time)

Motion passes 6-0

Consent Agenda- Action Items

T. Ratifying Chair's signature on a letter to San Juan County Administrative Law Judge Lyn Loyd Creswell concerning the proposed Sky Ranch Airport

U. Termination of citizen board appointment

V. Approving a letter to U.S. Congressman John Curtis regarding the Public Lands Proposal Process (Commissioner Walker)

Motion by Kevin Walker to adopt the consent agenda as presented.

Motion Seconded by Jacques Hadler

Discussion (none at this time)

Motion passes 6-0

Discussion Items

W. Calendar items and special events (Mallory Nassau, Commission Administrator)

Chris briefly discussed upcoming events.

Public Hearings- Possible Action Items

X. Annual Public Hearing on county mental health and substance use disorder needs (Melissa Huntington, Executive Director of Four Corners Community Behavioral Health, Inc.)

Melissa Huntington discussed Four Corners Community Behavioral Health and the operation and offered some background on Four Corners Behavioral Health.

Evan noted support and appreciation for all the work Four Corners does.

Gabriel offered thanks and support.

Gabriel opened the public hearing at 8:08 pm on February 1st.

(no public comments at this time)

The public hearing will remain open for written comments until 5:00pm, Wednesday, February 9th.

Y. Public Hearing to hear public comment regarding a rezone request by Entrada Camps and Recreation to apply the Overnight Accommodations Overlay (OAO)-Campground district, for a 16-unit luxury tented campground in the Seven Mile Canyon area (Planning & Zoning Department)

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Elissa discussed the proposed rezone and some specifics of the proposed campground, noting required drainage and rockfall studies. Elissa noted the site is in the scenic resource protection district. Elissa noted developer intent to protect the viewshed. Elissa noted the ratio of overnight accommodations is still 1.7. Elissa noted potential positive and negative impacts to the area. Elissa noted the planning commission forwarded a favorable recommendation with conditions.

Sarah asked about onsite travel, and the applicant, Matt Kareus, noted the distance between tent sites will be accessed by walkways, mountain bikes, and some motorized travel. Matt further noted the intention is to preserve land and prohibit further development to impact any viewshed.

Gabriel opened the public hearing at 8:25 pm on February 1st.

Paul Berg (project engineer) commented that this project should be compatible with adjacent land uses and there are other similar uses in the area. Paul noted the ratio of tents to land is very low. Paul suggested the financial benefit to the county.

John Weisheit asked about discussions with the National Park Service about groundwater and resources that may be affected within the boundary of Arches National Park. John asked if there were any areas of critical concern with regard to groundwater. Matt suggested he wasn't aware of any potential conflicts. John suggested a groundwater monitoring well to properly assess water availability and usage. Matt noted they were in the process of developing a water management plan with a hydrologist.

Sarah noted comments to the commission regarding trails and other resources in the area.

Kevin noted concerns about climbing access in the area.

Brian Hays commented that they own property that would be surrounded on three sides by this project. They support the project. Brian noted concern about potential development on adjacent lands.

Kevin Walker discussed the potential expansion of overnight accommodations, noting the intent of the county to attempt to limit overnight accommodations and associated burdens without bringing something unique to the area.

Matt further discussed the intent of the project and the potential for an easement limiting development.

Elissa further discussed zoning details and the legal requirements and limits of development.

The public hearing will remain open for written comments until 5:00pm, Wednesday, February 9th.

Z. Public Hearing to hear public comment regarding an amended development agreement for an extended deadline for final plat, for the Viewgate Terrace High Density Housing Overlay (HDHO) zone (Planning & Zoning Department)

Elissa discussed the proposed HDHO and the reason for the amended agreement – a 6-month extension. Elissa noted the favorable recommendation from the Planning Commission.

Gabriel opened the public hearing at 8:49 pm on February 1st.

(no public comment at this time)

The public hearing will remain open for written comments until 5:00pm, Wednesday, February 9th.

Closed Session(s)

1. **Purchase, Exchange, Lease or Sale of Real Property**

Motion by Trish Hedin to enter closed session to discuss the purchase, exchange, lease or sale of real property.

Motion seconded by Kevin Walker

Motion passes 6-0

Commission entered closed session at 8:51 pm.

Commission exited closed session at 9:18 pm.

Chair Woytek adjourned the meeting at 9:18.

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GRAND COUNTY
COMMISSION SPECIAL JOINT MEETING

Grand County Commission Chambers
Held virtually on Zoom
Moab, Utah

WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"

MINUTES
8 February, 2022

The Grand County Commission met in a special joint meeting on February 8th, 2022. The meeting was streamed/attended electronically. It was also broadcast and saved on YouTube. Attending the meeting were Grand County Commissioners Hedin, McGann, Stock, Walker, and Woytek. Also in attendance were San Juan County Commissioners Willie Grayeyes, Kenneth Maryboy, and San Juan County staff Mack MacDonald, and Moab City Council Members Rani Derasary, Kalen Jones, City Staff Carly Castle. Other Grand County staff and officials were County Commission Administrator Mallory Nassau, County Attorney Christina Sloan, and Clerk/Auditor Quinn Hall.

11:00 a.m. Call to Order

Chair Woytek called the meeting to order at 11:04 a.m.

Chair Woytek noted people attending the meeting. From Grand County: Gabriel Woytek, Mallory Nassau, Kevin Walker, Mary McGann, Sarah Stock, Trish Hedin, and Quinn Hall.

From Moab City: Kalen Jones, Rani Derasary, and Carly Castle

From San Juan County: Mac McDonald, Willie Grayeyes, and Kenneth Maryboy

General Business – Action Items – Discussion and Consideration of:

A. Joint resolution encouraging communication and collaboration on cross-jurisdictional issues in Spanish Valley, and establishing a working group to facilitate communication and coordination.

Kevin discussed the definition of geographic Spanish Valley vs. political and common usage Spanish Valley and explained the need for coordination between the three entities that govern locally. Kevin explained the resolution and the working group makeup. Kevin discussed the open meetings act, and likened the working group to the Canyon Country Partnership. Kevin noted the working group shall have no legislative or administrative authority, and the meetings shall be open to the public.

Kevin noted the group is different than the working group recently created by the Mayor, and will likely serve a different purpose, generally focused more on planning and zoning.

Rani noted the importance of potentially having recordings and minutes from any future meetings.

Kevin noted each entity would select working group members.

Kalen asked about the potential membership of the working group and inclusion of elected officials, and Kevin explained that the working group was intended to be inclusive instead of exclusive, and membership should be broad and diverse.

Mack asked about bylaws and the inadvertent potential to create another level of government. Kevin explained that the working group's role would be to report to respective governing bodies, not to change any administrative processes.

Mary noted the intent of the resolution is to share, collaborate, and coordinate instead of hinder further discussions.

Motion by Mary McGann to adopt a resolution encouraging communication and collaboration on cross-jurisdictional issues in Spanish Valley, and establishing a Spanish Valley working group to facilitate communication and collaboration with the addition that meetings of the Working Group shall be open to the public.

Motion Seconded by Kevin Walker

Discussion (none at this time)

Kevin Walker, yes. Sarah Stock, yes. Mary McGann, yes. Trish Hedin, yes. Gabriel Woytek, yes.

Motion Passes 5-0

San Juan County Commission

Motion by Kenneth Maryboy to adopt a resolution encouraging communication and collaboration on cross-jurisdictional issues in Spanish Valley, and establishing a Spanish Valley working group to facilitate communication and collaboration with the addition that meetings of the Working Group shall be open to the public.

Motion Seconded by Willie Grayeyes

Discussion

Commissioner Grayeyes commented but there were some technical difficulties and audio was unavailable.

Mack noted that in light of technical difficulties, perhaps the San Juan County Commission could address the issue better in their next commission meeting.

Gabriel noted that while the motion was made and seconded, the vote was unable to be counted due to technical difficulties.

Commissioner Walker offered his thanks and expressed support for better communication and coordination in the future.

Commissioner McGann suggested support and expressed hope for more communication between the bodies in the future.

Chair Woytek adjourned the meeting at 11:50

Adjourn

DRAFT

ITEM C

State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Natural Resources

BRIAN C. STEED
Executive Director

Division of Wildlife Resources

J. SHIRLEY
Division Director

December 8, 2021

Grand County Council
125 E. Center Street
Moab, Utah 84532-2429

RE: In-Lieu Tax Payment
Amount: $4,358.49
Check No.: F13657007

Dear Council Members:

Enclosed is a check for the year 2021 contractual in-lieu tax payment on land the Division of Wildlife Resources owns in Grand County. The money used to pay the in-lieu tax is provided largely by hunters and anglers in your county and across the state.

These lands are important to wildlife and to the many hunters and anglers in Grand County. I appreciate the Council's support as a partner in managing Utah's wildlife.

Please contact me if we can be of further assistance.

Sincerely,

J. Shirley
Division Director

ACTING DIRECTOR

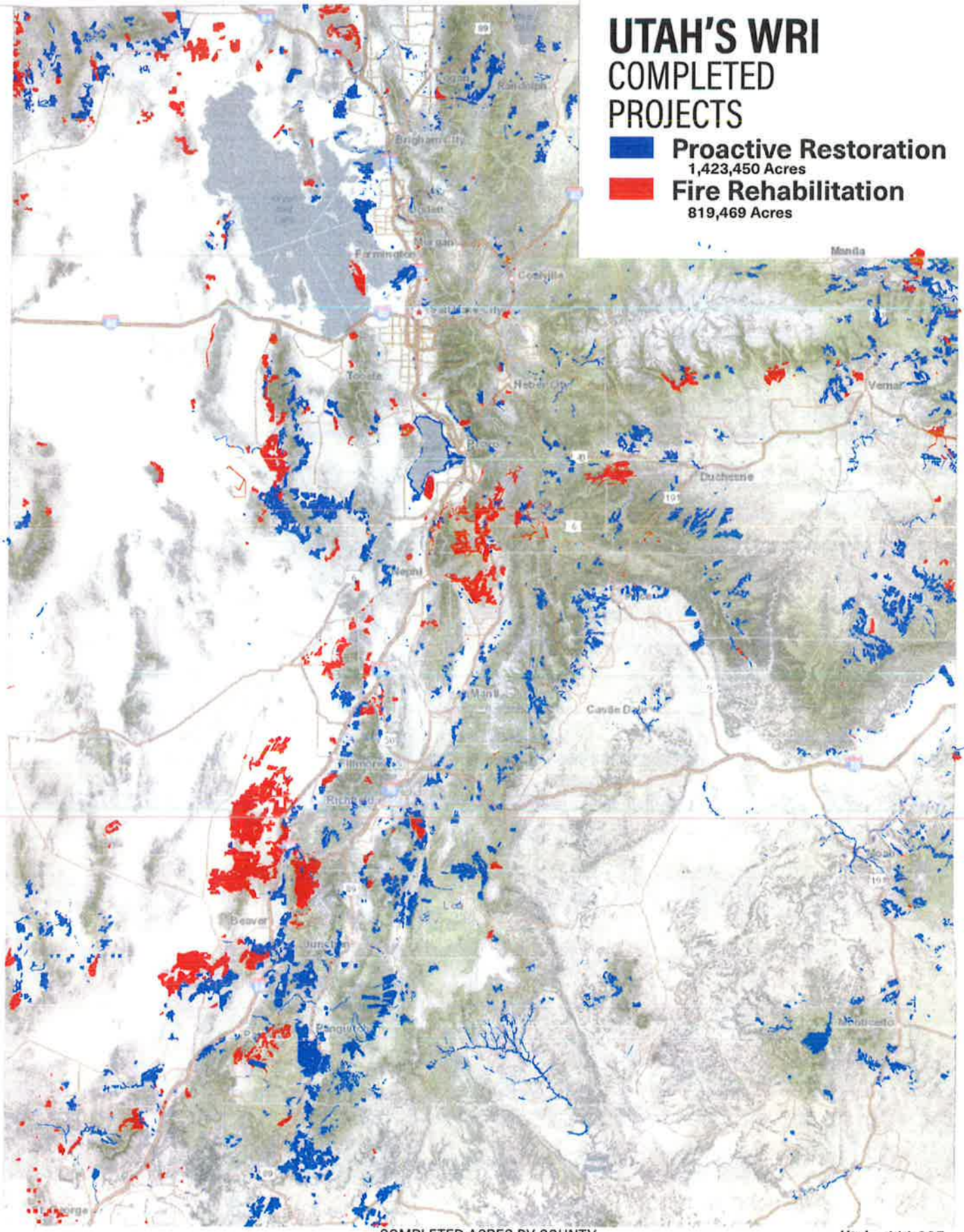
JS/CD
Enclosure



FOR MORE INFORMATION AND TO GET INVOLVED VISIT: WATERSHED.UTAH.GOV

@UTAHWRI @UTAHWRI

UTAH'S WATERSHED RESTORATION INITIATIVE



COMPLETED ACRES BY COUNTY

Beaver - 170,132	Daggett - 47,854	Garfield - 146,792	Kane - 103,919	Rich - 17,728	Sevier - 92,917	Utah - 111,995
Box Elder - 209,804	Davis - 47,511	Grand - 45,191	Millard - 201,528	Salt Lake - 10,937	Summit- 9,892	Wasatch - 20,813
Cache - 31,341	Duchesne - 77,050	Iron - 191,517	Morgan - 86	San Juan - 68,990	Tooele - 170,103	Washington - 48,499
Carbon - 35,191	Emery - 36,463	Juab - 47,186	Piute - 55,387	Sanpete - 54,276	Uintah - 131,673	Wayne - 15,198
						Weber - 42,944

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

FEBRUARY 15, 2022

Agenda Item: D

TITLE:	Regional Water Consortium and Working Group – Presentation
FISCAL IMPACT:	To be determined
PRESENTER(S):	John J.Guenther PZ Director

Prepared By:
JOHN J.GUENTHER
PLANNING AND ZONING DIRECTOR
DANA VAN HORN

FOR OFFICE USE ONLY:

Attorney Review:

INFORMATION REPORT:

This report and presentation raises questions about potential future funding and work plans, but has no commitment request at this time.

BACKGROUND:

Grand County has now been included in the regular regional water consortium. The Working Group members are San Juan County Special Service District, the City of Moab and Grand Water and Sewer Agency (GWSSA).

The group meets monthly based on the terms of the attached Memorandum of Understanding (MOU **Attachment #1).** There are a number of mutual objectives that helps support water resource planning including (see **Attachment #3):**

1. Data gathering and evaluation;
2. Governance and collaboration;
3. Water demand regulations and controls;
4. Water source protection;
5. Water monitoring;
6. Growth management; and
7. Water resource management – see draft Master Agreement.

The City and GWSSA have adopted the MOU and are proceeding with the Professional Service Agreement (**Attachment #2**) for a Water Utility Resource Management Plan at a cost of $233,000. The funding formula follows, and the contract is under consideration:

1. City of Moab: 57.9%;
2. GWSSA: 39.6%; and
3. San Juan Special Service District: 2.5%.

NEXT STEPS:

1. Staff will work with GWSSA on a sub-MOU for the partnership relationship;
2. The funding formula will be reviewed with staff and then a report prepared for the Planning and County Commissions; and
3. Over the next 30 days, a work plan, with deliverables, linked to the General Plan and other regulations will then be presented to both Commissions.

Attachments:

1. Water collaborative working group MOU with City of Moab, San Juan County Special District and GWSSA;
2. Master Agreement between the City of Moab and consultant for a Water Utility Resource Management Plan; and
3. Objectives and Deliverables of Water Utility Management Plan.

Attachment #1

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this___ day of_____, 2022, by and between City of Moab ("**Moab**"), Grand Water & Sewer Service Agency ("**Grand**"), and San Juan Spanish Valley Special Service District ("**San Juan**"). Moab, Grand, and San Juan are referred to herein collectively as "**Parties**" or individually as a "**Party**."

1. The Parties have agreed to work cooperatively to develop a Water Utility Resource Management Plan ("**Plan**") with the intended goal of ensuring resilient management of water resources for the residents and visitors to the Moab/Spanish Valley area for the next 100 years. The Plan will consider surface water and groundwater sources and uses.

2. The Plan Management Team, which will consist of Moab, Grand, San Juan, and Moab Irrigation Company ("**MIC**"), will select an independent consultant and other professionals, as needed, to establish and carry out a scope of work to produce the Plan.

3. The consultant and other professionals that are selected by the Plan Management Team will be engaged by Moab, and Moab will pay the fees and costs invoiced by the consultant and other professionals. The Parties agree to share in these fees and costs according to the following percentages, which have been calculated based on reported five-year average culinary water usage:

Moab: 57.9%
Grand: 39.6%
San Juan: 2.5%

Grand and San Juan agree to reimburse Moab for their respective share of the fees and costs. Moab agrees that Grand and San Juan can pay their respective shares in two equal payments (one payment in 2022/2023 fiscal year and one payment in 2023/2024 fiscal year).

[Signatures on following page]

CITY OF MOAB

Mayor

Attest: City Recorder

GRAND WATER & SEWER SERVICE AGENCY

By:
Its:

SAN JUAN SPANISH VALLEY SPECIAL SERVICE DISTRICT

By:
Its:

Attachment #2

TASK ORDER NO. 380.15.100
TO
MASTER AGREEMENT FOR PROFESSIONAL SERVICES

OWNER: **CITY OF MOAB**
Effective Date of Master Agreement: April 22, 2014

THIS TASK ORDER NO. 380.15.100 ("this TASK ORDER") to the CITY OF MOAB MASTER AGREEMENT FOR PROFESSIONAL SERVICES (AGREEMENT) is made and entered into as of the day of by and between OWNER and HANSEN, ALLEN & LUCE, INC., a Utah Corporation (herein called ENGINEER) who agree as follows:

1. **PROJECT.** The PROJECT associated with this TASK ORDER is described as follows: Water Utility Resource Management Plan

2. **PROJECT SITE.** The PROJECT SITE is located as follows: Moab/Spanish Valley, Utah.

3. **SCOPE OF SERVICES.** The SCOPE OF SERVICES and deliverables associated with this TASK ORDER are attached hereto as Exhibit A.

4. **FEES.** OWNER shall reimburse for services provided under this TASK ORDER on a time and expense basis not to exceed **$230,000.** Payment shall be in accordance with the FEE SCHEDULE attached hereto as Exhibit B and in accordance with the AGREEMENT.

5. **SCHEDULE.** The SERVICES associated with this TASK ORDER are anticipated to be completed within 180 days following written authorization from the OWNER to proceed.

6. **ATTACHMENTS AND EXHIBITS.** Both parties have read and understood all attachments and exhibits referenced in or attached to this TASK and agree that such items are hereby incorporated into and made part of the AGREEMENT.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this TASK ORDER as of the date first above written.

OWNER: City of Moab	**ENGINEER:**
By: _____	By: _____
Printed Name: _____	Printed Name: Benjamin D. Miner
Its: _____	Its: Senior Principal

EXHIBIT A

SCOPE OF SERVICES
CITY OF MOAB
WATER UTILITY RESOURCE MANAGEMENT PLAN
FOR THE MOAB/SPANISH VALLEY WATER PROVIDERS

BACKGROUND

The City of Moab and surrounding communities of the Moab Spanish Valley are experiencing a sustained population growth and increasing tourist visitation. This growth has led to increasing water demand, which may be approaching the limits of existing water sources. This growth has affected areas of Grand and San Juan Counties containing the City of Moab (Moab), the Grand Water & Sewer Service Agency (GWSSA), the San Juan Spanish Valley Special Service District (SJVSSD) and the Moab Irrigation Company (MIC). These organizations recognize the need for coordination, consistent water policies and the possibility of sharing water resources. They are considering shared new source projects as a way to maximize individual resources. They desire to prepare and implement a water utility resource management plan. This plan will assist these agencies in implementing policies intended to ensure resilient water resource management for residents, visitors and businesses for the next 100 years.

In support of this vision, Moab, GWSSA, SJVSSD and MIC are forming a coalition of water providers (Coalition) for the purpose of studying long-term water and policy planning. Hansen, Allen & Luce, Inc.(HAL) has been selected, along with its team members, to perform the study. Team members include Sunrise Engineering, Inc. to support GWSSA and Smith-Hartvigsen PLLC to provide legal guidance.

SCOPE OF WORK

Task 100 - Project Management and Meetings

Objective: Communicate and coordination with Coalition members

101. General project coordination and communication with Coalition members. Project management. Receive phone calls and emails. Prepare email responses. Answer questions.

102. Start-up meeting in Moab with Coalition members to discuss the project, expected outcomes and goals.

103. Meeting with the Utah Division of Water Rights to discuss water rights policy for Moab and the Spanish Valley. Discuss the current water rights policy as well as possible modifications. Discuss the Division's view on further water source development.

104. Status meetings as required. Assume two video meetings.

105. Issues and Opportunity Workshop. Meet with Coalition members to discuss existing and future source needs. Prepare available data, discuss source needs and possible solutions at the feasibility level and present to Coalition members. Conveyance and storage alternatives may also be discussed. Identify additional analyses to be performed and questions to be answered.

106. Solutions workshop by video. Presentation of alternatives and solutions. Final discussion of solutions. Coalition members may select preferred alternatives.

107. Final presentation to public in Moab. Prepare and provide a final presentation to the public and Coalition members (Same meeting as Task 412a).

Deliverables: Meeting notes and documentation.

Task 200 - Internal Stakeholder Engagement

Objective: Engage with each Coalition member to obtain data and individual input on key issues.

201. Identify and engage with each Coalition member (Moab City and Public Officials, Water Conservation and Drought Management Advisory Board, Grand Water & Sewer Service Agency (GWSSA) along with Grand County, Moab Irrigation Company, and San Juan Spanish Valley SSD along with San Juan County to discuss the purpose of study and the source needs of each Coalition member. Transparently share knowledge on all data and project outcomes.

Deliverables: Summary of data received.

Task 300 - Data Collection

Objective: Collect and review existing data in support of the study.

301. Gather and review existing studies and previously completed work related to water supply. Review studies and identify key concepts applicable to the current study. Collate studies and develop a resource library.

302. Gather data on population and tourism, historical growth and previously completed future population projections. Preference is to use recent locally developed projections if available. If local projections are unavailable, population projections from the Kem C. Gardner Policy Institute at the University of Utah may be used or other data approved by the Coalition.

303. Gather data on historical water use and existing water supplies. This data will be provided by Coalition members or taken from water use values provided to state agencies.

304. Coordination meeting with Sunrise Engineering to identify their previously completed work. Identify aspects relevant to the current study. Review data and coordinate with Sunrise.

305. Receive relevant data and studies from each Coalition member. Coalition members will provide existing water use data, growth projections, future water need projections, source capacity listings, an existing water rights inventory, existing master plans, infrastructure locations and other available data needed for the study.

306. Presentation of stakeholder input in a video meeting. Discuss data received and review additional data needs and availability.

Deliverables: Data Summary

Task 400 – Data Evaluation and Plan Preparation

Objective: Prepare a water utility resource management plan for the Moab Spanish Valley. The plan will include ground water and surface water options. It is anticipated that the plan will address water planning for the 20, 50 and 100 year times frames (or as approved by the Coalition).

401. Summarize sources and production capacities for each Coalition member. Existing source and production capacities will be provided by Coalition members. Identify peak seasons and peak demands. Coalition members will provide meter data if available. Summarize types of water usage in tables.

402. Summarize and review types and quantities of water needed by Coalition member. Coalition members will provide their own existing and known projected water demands. If needed, HAL will work with Coalition members to estimate future demands by looking at general plans, zoning ordinances, population projections and/or Coalition members future growth estimates. Compare the future water need and availability.

403. Consider possible effects of drought and climate change. Review available data on declining aquifer levels and declining Colorado River flows.

404. Identify conservation goals/options with Coalition members and explore policy, procedure and code options.

405. Evaluate alternatives of sharing water resources by forming a water district, water conservancy district, similar type of district or via governmental agreements.

406. Identify potential solutions to meet existing and future water supply needs
   a. Groundwater development
   b. Cooperative use
   c. Aquifer storage and recovery
   d. Conservation
      i. Public engagement campaign
      ii. Tiered rates
      iii. Land use ordinances, landscaping restriction, or prescriptive landscaping; development standards
      iv. Identify likely potential savings from conservation
   e. Treatment of water from the Colorado River
   f. Wastewater treatment reuse and recharging
   g. Agricultural (Secondary) Water Use Optimization

407. Review water rights and provide recommendations on water right planning
   a. Collect water rights data from Coalition members. Each Coalition member will provide a list of water rights, quantities and status. Prepare a water right inventory. This is a summary of water rights, but not a comprehensive review.
   b. Compare water needs to existing water rights for each Coalition member and the whole group. Identify apparent shortfalls or rights that may be available to share.
   c. Meet with the Utah Division of Water Rights to discuss ability to share resources. Discuss Division requirements and expectations from the water policy. Address the possibility of using a portion of Colorado River Water.

408. Conceptual design of alternatives
   a. Prepare conceptual designs of supply infrastructure alternatives
   b. Prepare initial cost estimates
   c. Hold meeting video meeting with Coalition members to review ideas and costs.
   d. Update / add alternatives based on Coalition members' input.
   e. Prepare a capital facilities plan with project list, timetable and identified roles and responsibilities.

409. Consider legal and regulatory implications of projects
   a. Water rights
   b. Possible cooperating agency, special district, or conservancy district
   c. Comments will be provided by Smith-Hartvigsen

410. Prepare Water Utility Resource Management Plan
   a. Prepare draft plan, including an implementation strategy, list of projects and schedule

b. Prepare / update cost estimates of project construction and engineering
c. Provide Coalition members with copy of draft plan
d. Present draft plan to Coalition members and stakeholders

e. Meet with Coalition member to discuss plan

411. Public engagement plan
   a. Initial public open house to present issues and possible solutions in coordination with coalition members
   b. Social media campaign (City's Facebook page and website and County public engagement plan)
   c. Comment and response period planning and coordination
   d. Meeting with internal stakeholders to discuss public input (video)
   e. Follow-up technical analysis, if needed (effort limited to available budget).
   f. Public open house and presentation of final plan (optional for additional budget)

412. Final presentation of Water Utility Resource Management Plan
   a. Meet with Coalition if desired to present the final plan with mapping, text and graphics
   b. Finalize PDF plan

Deliverables:

- Draft and Final Water Utility Resource Management Plan
- Supporting documentation of the plan

ASSUMPTIONS

- The Hansen, Allen & Luce, Inc. Scope of Work and Fee have been developed and estimated assuming that the project will proceed in general conformance with this task order.
- Coalition members will provide requested data and provide plan input.
- Sunrise Engineering will be a subconsultant to HAL and will provide coordination with GWSSA within the budget provided.
- Smith-Hartvigsen will provide legal guidance, review and comments within the budget provided. If additional budget is needed, HAL will notify the Coalition and additional scope will be discussed as needed.

EXHIBIT B

STANDARD FEE SCHEDULE

PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional	$209.32/hr
Managing Professional	$189.50/hr
Senior Professional III	$178.89/hr
Senior Professional II	$170.48/hr
Senior Professional I	$157.62/hr
Professional III	$148.17/hr
Professional II	$132.89/hr
Professional I	$124.57/hr
Professional Intern	$112.60/hr
Engineering Student Intern	$59.26/hr
Water Resource Specialist	$130.60/hr
Geologist	$132.64/hr
Senior Designer	$119.29/hr
Senior Field Technician	$119.29/hr
Field Technician	$98.50/hr
CAD Operator	$98.50/hr
Public Relations Specialist	$143.85/hr
Administrative Assistant	$69.05/hr
Professional Land Surveyor	$133.00/hr
1 Man GPS Surveying Services – PLS	$162.50/hr
Drone Pilot	$192.00/hr
Expert Legal Services	$320.00/hr

DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction	$6.00 per labor hour
Out-of-town per diem allowance (lodging not included)	$64.00 per day
Vehicle	$0.65 per mile
Outside consulting and services	Cost plus 10%
Other direct expenses incurred during the project	Cost plus 10%
Trimble GPS Unit	$135.00 per day
Data Logger/Transducer	$130.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE ..... 1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year. Mileage rate changes are based on fuel prices.

HANSEN ALLEN & LUCE inc
ENGINEERS

HAL PROPOSAL SPREADSHEET

CLIENT: ***CITY OF MOAB***
PROJECT: ***WATER UTILITY RESOURCE MANAGEMENT PLAN***

Pha Task #	Task Activity	Billing Period	Hours: Sr. Man Prof Steve/Richard	Manging Prof. Gordon	Manging Prof. Ben/Lance	Senior Prof II	Senior Prof I Katie	Prof III	Prof II	Prof I	PEI	PR Specialist Field Tech/CAD Admin Asst Kelly	Total Hours	Labor Cost	Communications /Office Expense	Miles Travel	Direct Expense	Expense Cost	Total HAL Cost with Contingency & Rate Inc. (SEE NOTE)	Outside Expense	COMMENT
I	**Project Management and Meetings**																				
100		1											0	$0.00	$0.00			$0.00	$0.00		
101	General project coordination and communication	1	12		24							16	52	$9,361.44	$312.00			$312.00	$10,640.78		
102	Start-up meeting	1			12							12	24	$4,000.20	$144.00	500	600	$1,069.00	$5,576.12		
103	Meeting with the Utah Division Water Rights	1			4								4	$758.00	$24.00			$24.00	$860.20		
104	Status meetings	1			6							6	12	$2,000.10	$72.00			$72.00	$2,279.31		
105	Alternatives workshop in Moab	1			12							12	24	$4,000.20	$144.00	500		$469.00	$4,916.12		
106	Solutions workshop by video	1			3							3	6	$1,000.05	$36.00			$36.00	$1,139.66		
107	Final presentation to public in Moab	1			12							12	24	$4,000.20	$144.00	500		$469.00	$4,916.12		
108		1											0	$0.00	$0.00			$0.00	$0.00		
109		1											0	$0.00	$0.00			$0.00	$0.00		
199	Quality Control (QC) / Quality Assurance (QA)	1	1										1	$209.32	$6.00			$6.00	$236.85		
	SUBTOTAL HOURS/UNITS:		13	0	73	0	0	0	0	0	0	61	147		$882.00	1500	600				
	SUBTOTAL:		$2,721.16	$0.00	$13,833.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,774.85		$25,329.51	$882.00	$975.00	$600.00	$2,457.00	$30,565.16	$0.00	Subconsultant Cost
II	**Internal Stakeholder Engagement**																				
200		1											0	$0.00	$0.00			$0.00	$0.00		
201	Identify and engage with each coalition member	1			16							16	32	$5,333.60	$192.00	500		$517.00	$6,435.66		
202		1											0	$0.00	$0.00			$0.00	$0.00		
203		1											0	$0.00	$0.00			$0.00	$0.00		
299	Quality Control (QC) / Quality Assurance (QA)	1	1										1	$209.32	$6.00			$6.00	$236.85		
	SUBTOTAL HOURS/UNITS:		1	0	16	0	0	0	0	0	0	16	33		$198.00	500	0				
	SUBTOTAL:		$209.32	$0.00	$3,032.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,301.60		$5,542.92	$198.00	$325.00	$0.00	$523.00	$6,672.51	$0.00	Subconsultant Cost
III	**Data Collection**																				
300		1											0	$0.00	$0.00			$0.00	$0.00	$13,200.00	Sunrise
301	Gather and review existing studies	1			8		4	12					24	$3,924.52	$144.00			$144.00	$4,475.37		
302	Gather data on population and tourism	1			2		4	4					10	$1,602.16	$60.00			$60.00	$1,828.38		
303	Gather data on historical water use	1			4		4	12					20	$3,166.52	$120.00			$120.00	$3,615.17		
304	Coordination meeting with Sunrise	1			4			4					8	$1,350.68	$48.00			$48.00	$1,538.55		
305	Receive relevant data	1			2			2					4	$675.34	$24.00			$24.00	$769.27		
306	Presentation of stakeholder input by video	1			4		4					4	12	$1,963.88	$72.00			$72.00	$2,239.47		
307		1											0	$0.00	$0.00			$0.00	$0.00		
308		1											0	$0.00	$0.00			$0.00	$0.00		
399	Quality Control (QC) / Quality Assurance (QA)	1	1		1								2	$398.82	$12.00			$12.00	$451.90		
	SUBTOTAL HOURS/UNITS:		1	0	25	0	16	34	0	0	0	4	80		$480.00	0	0				
	SUBTOTAL:		$209.32	$0.00	$4,737.50	$0.00	$2,521.92	$5,037.78	$0.00	$0.00	$0.00	$575.40		$13,081.92	$480.00	$0.00	$0.00	$480.00	$14,918.11	$13,200.00	Subconsultant Cost
IV	**Demand and Source Evaluation**																				
400		1											0	$0.00	$0.00			$0.00	$0.00	$13,200.00	Sunrise
401	Identify the sources and capacities	1			4		8	8					20	$3,204.32	$120.00			$120.00	$3,656.75		Coalition members to provided
402	Identify types and quantities of water needed	1											0	$0.00	$0.00			$0.00	$0.00		
	-Existing condition	1			4		12	12					28	$4,427.48	$168.00			$168.00	$5,055.03		
	-Future condition	1			4		16	16					36	$5,650.64	$216.00			$216.00	$6,453.30		
403	Consider possible effects of drought	1			8			12					20	$3,294.04	$120.00			$120.00	$3,755.44		
404	Identify conservation goals	1			3		8	8					19	$3,014.82	$114.00			$114.00	$3,441.70		Coalition members will provide goals.
405	Identify alternatives of using/sharings	1											0	$0.00	$0.00			$0.00	$0.00		
	-Consider forming a water district/wcd/cooperative	1			4		8	8					20	$3,204.32	$120.00			$120.00	$3,656.75		
		1											0	$0.00	$0.00			$0.00	$0.00		
406	Identify potential solutions	1											0	$0.00	$0.00			$0.00	$0.00		
	-Groundwater development	1			12								12	$2,274.00	$72.00			$72.00	$2,580.60		Lance 8 hours
	-Cooperative use	1			4		4	4					12	$1,981.16	$72.00			$72.00	$2,258.48		
	-Conservation	1			4			4					8	$1,350.68	$48.00			$48.00	$1,538.55		
	-Treatment of Colorado River	1			8		6	6					20	$3,350.74	$120.00			$120.00	$3,817.81		
407	Review water rights and prepare a plan	1											0	$0.00	$0.00			$0.00	$0.00		
	-Collect water right data from coalition members	1			2			4					6	$971.68	$36.00			$36.00	$1,108.45		
	-Compare water right needs	1			2		8	8					18	$2,825.32	$108.00			$108.00	$3,226.65		
	-Meeting with Utah Division of Water Rights	1			4								4	$758.00	$24.00			$24.00	$860.20		
408	Conceptual design of alternatives	1											0	$0.00	$0.00			$0.00	$0.00		
	-Prepare conceptual designs	1			8		16	16					40	$6,408.64	$240.00			$240.00	$7,313.50		
	-Prepare cost estimates	1			12		16	24					52	$8,352.00	$312.00			$312.00	$9,530.40		
	-Meeting with coalition to review ideas and costs (video)	1			4								4	$758.00	$24.00	0		$24.00	$860.20		
	-Update / add alternatives based on coalition input	1			4		4	4					12	$1,981.16	$72.00			$72.00	$2,258.48		
	-Prepare a capital facilities plan	1			6		8	8					22	$3,583.32	$132.00			$132.00	$4,086.85		
409	Consider legal and regulatory implications	1			8		8						16	$2,776.96	$96.00			$96.00	$3,160.26	$30,000.00	Smith-Hartvigsen / Jeff Gittens
410	Prepare a draft report	1											0	$0.00	$0.00			$0.00	$0.00		
	-Prepare a draft report	1			16		16	32					64	$10,295.36	$384.00			$384.00	$11,747.30		
	-Prepare/update costs	1			2		4	4					10	$1,602.16	$60.00			$60.00	$1,828.38		
	-Present report at a meeting and discuss	1			12							12	24	$4,000.20	$144.00	500		$469.00	$4,916.12		
411	Public engagement plan	1	16										16	$3,349.12	$96.00			$96.00	$3,789.63		
	-Open house	1			12							12	24	$4,000.20	$144.00	500		$469.00	$4,916.12		
	-Social media campaign	1	4		4							16	24	$3,896.88	$144.00			$144.00	$4,444.97	$3,900.00	Website by Boldelite / Mike Price
	-Comment and response tracking	1			2			4					6	$971.68	$36.00			$36.00	$1,108.45		
	-Meeting to discuss public input (video)	1			3							3	6	$1,000.05	$36.00			$36.00	$1,139.66		
	-Follow-up technical analysis	1			8		12	12					32	$5,185.48	$192.00			$192.00	$5,915.23		Technical analysis limited to budget
412	Final presentation and report	1											0	$0.00	$0.00			$0.00	$0.00		
	-Meeting with coalition members	1			12								12	$2,274.00	$72.00	500		$397.00	$2,938.10		
	-Final report	1			4		12	12					28	$4,427.48	$168.00			$168.00	$5,055.03		
413		1											0	$0.00	$0.00			$0.00	$0.00		
414		1											0	$0.00	$0.00			$0.00	$0.00		
499	Quality Control (QC) / Quality Assurance (QA)	1	4		2								6	$1,216.28	$36.00			$36.00	$1,377.51		
	SUBTOTAL HOURS/UNITS:		24	0	182	0	166	206	0	0	0	43	621		$3,726.00	1500	0				
	SUBTOTAL:		$5,023.68	$0.00	$34,489.00	$0.00	$26,164.92	$30,523.02	$0.00	$0.00	$0.00	$6,185.55		$102,386.17	$3,726.00	$975.00	$0.00	$4,701.00	$117,795.89	$47,100.00	Subconsultant Cost
	TOTAL HOURS BY EMPLOYEE:		39	0	296	0	182	240	0	0	0	124	0	0							

PHASE	TASK	Labor Costs	Direct Exp Cost	Subtotal w/Contingency	Subconsultant Costs	SubTotalwith Contingency
I	**Project Management and Meetings**	$25,329.51	$2,457.00	$30,565.16	$0.00	$30,565.16
II	**Internal Stakeholder Engagement**	$5,542.92	$523.00	$6,672.51	$0.00	$6,672.51
III	**Data Collection**	$13,081.92	$480.00	$14,918.11	$13,200.00	$28,118.11
IV	**Demand and Source Evaluation**	$102,386.17	$4,701.00	$117,795.89	$47,100.00	$164,895.89
	TOTAL w/Contingency:	$160,974.57	$8,977.10	$169,951.67	$66,330.00	$230,251.67

Attachment #3
Master Agreement for Water Resource Management Plan
Objectives and Deliverables

1. Summarize sources and production capacities for each Coalition member;
2. Summarize and review types and quantities of water needed by Coalition member;
3. Consider possible effects of drought and climate change;
4. Review available data on declining aquifer levels and declining Colorado River flows;
5. Identify goals and options with Coalition members and explore policy, procedure and code options;
6. Evaluate alternatives of sharing water resources by forming a water district, water conservancy district, similar type of district or via governmental agreements;
7. Identify potential solutions to meet existing and future water supply needs:
    a. Groundwater development;
    b. Cooperative use;
    c. Aquifer storage and recovery;
    d. Conservation;
        i. Public engagement campaign;
        ii. Tiered rates;
        iii. Land use ordinances, landscaping restriction, or prescriptive landscaping; development standards; and
        iv. Identify likely potential savings from conservation
    e. Treatment of water from the Colorado River;
    f. Wastewater treatment reuse and recharging; and Agricultural (Secondary) Water Use Optimization
8. Review water rights and provide recommendations on water right planning:
    a. Collect water rights data from Coalition members. Each Coalition member will provide a list of water rights, quantities and status. Prepare a water right inventory. This is a summary of water rights, but not a comprehensive review;
    b. Compare water needs to existing water rights for each Coalition member and the whole group. Identify apparent shortfalls or rights that may be available to share; and
    c. Meet with the Utah Division of Water Rights to discuss ability to share resources. Discuss Division requirements and expectations from the water policy. Address the possibility of using a portion of Colorado River Water.
9. Conceptual design of alternatives:
    a. Prepare conceptual designs of supply infrastructure alternatives;
    b. Prepare initial cost estimates;
    c. Hold meeting video meeting with Coalition members to review ideas and costs;
    d. Update / add alternatives based on Coalition members' input;
    e. Prepare a capital facilities plan with project list, timetable and identified roles and responsibilities.
10. Consider legal and regulatory implications of projects:
    a. Water rights;
    b. Possible cooperating agency, special district, or conservancy district; and
    c. Comments will be provided by Smith-Hartvigsen
11. Prepare Water Utility Resource Management Plan:
    a. Prepare draft plan, including an implementation strategy, list of projects and schedule;
    b. Prepare / update cost estimates of project construction and engineering;
    c. Provide Coalition members with copy of draft plan;
    d. Present draft plan to Coalition members and stakeholders; and
    e. Meet with Coalition member to discuss plan.
12. Public engagement plan:

a. Initial public open house to present issues and possible solutions in coordination with coalition members;
b. Social media campaign (City's Facebook page and website and County public engagement plan);
c. Comment and response period planning and coordination;
d. Meeting with internal stakeholders to discuss public input (video);
e. Follow-up technical analysis, if needed (effort limited to available budget); and Public open house and presentation of final plan (optional for additional budget).

13. Final presentation of Water Utility Resource Management Plan:
    a. Meet with Coalition if desired to present the final plan with mapping, text and graphics; and
    b. Finalize PDF plan.

AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

FEBRUARY 15TH, 2022

Item E

TITLE:	Emery Telcom Agreement
FISCAL IMPACT:	$9,000 from Responsible Trail Promotions portion of 1/5 Rec/Film/Conventions of the 2022 TRT collections
PRESENTER(S):	Andrea Brand, Director/ Sand Flats

Prepared By:

Andrea Brand,
Director, Sand Flats,
125 E. Center St., Moab
435-259-1386

FOR OFFICE USE ONLY:

Attorney Review:
APPROVED AS TO FORM

RECOMMENDATION:

I move to approve the Emery Telcom Agreement for six video segments on ETV CHANNEL 6 and authorize the Chair to sign the Contract Agreement. The terms of this agreement include $900 per month for six video segments on ETV CHANNEL 6 for the term of 10 months to run March 2022 through December 2022.

BACKGROUND:

The Grand County Sustainable Trail Committee has been tasked with promoting sustainable trail messaging to visitors through media, print, signs and kiosks. These videos were produced by Mark Finley of Finley/Holiday Productions for the Moab Area Travel Council and the Sand Flats Recreation Area and are currently available on Grand County websites. These short videos do an excellent job of promoting sustainable trail messaging to visitors before they get out on the trail. The themes for these videos cover proper trail etiquette for most user groups and activities including riding OHVs, hiking and mountain biking. Important safety messages from Search and Rescue and the “Do it like a Local” campaign are also presented. Thorough this agreement these videos would run on ETV channel 6 in approximately 100 hotel and motel properties in the surrounding area and offer another avenue to reach thousands of people with sustainable trail messaging.

The terms of the agreement include $900 per month for six video segments on ETV CHANNEL 6 for the term of 10 months to run March 2022 through December 2022.

Attachment(s): Emery Telcom Agreement. List of properties where these videos would be shown on Channel 6. Video links**:**

Updated 5 Tips for an Awesome Moab Adventure
https://youtu.be/wRG5nj4rQGg

What Makes a UTV Street Legal in Moab **-** *Link to View on Discover Moab Facebook* https://fb.watch/v/1Wst2LBqe/

Do It Like a Local Music Video, https://youtu.be/hM2zCEIhA_w

Mountain Biking in Moab, https://youtu.be/OLPewvr_BaE

Hiking in Moab, https://youtu.be/BC-Vl5YhC5E

Moab Search and Rescue, https://youtu.be/q8gwHYSfcQI

Here is a list of properties where and these videos would be shown via Channel 6. Please note that some are located beyond Grand County.

ABAJO VIEW APARTMENTS
ADVENTURE INN
APACHE MOTEL
ARCH CANYON INN
BECKY WELLS
BIG HORN LODGE
BIG MOUNTAIN LODGE
BOOKCLIFF LODGE
BUDGET INN MOTEL
CANYONLANDS CARE CENTER
CANYONLANDS MOTOR INN
CARRIAGE HOUSE INN
CASTLE COUNTRY HOSPITALITY 2
CASTLE DALE VILLAGE INN
MOTEL
CASTLE GATE RV PARK
CASTLEVIEW HOSPITAL
CENTER STREET SQUARE
CHARLES & KALYNN JONES
CONTRACTORS RV PARK
DAVIS FAMILY LODGING LLC
DAYS INN
EAST VH MOAB, LLC DBA
HOMEWOOD
EASTWOOD SENIOR APARTMENTS
EMERY COUNTY NURSING HOME
EXERGY OF MOAB LLC
FOUR CORNERS CARE CENTER
GONZO PROPERTY MANAGEMENT
GOOD LIFE SENIOR LIVING
GRAVEL PIT LANES
GREEN RIVER KOA
GREENWELL INN
GREENWELL MOTEL
HEIRLOOM INN
HI WAY APARTMENTS
INCA INN
INN AT THE CANYONS
JR'S INN
JUNIPER VILLAGE LLC

KATARZNA COMPANY
MOAB BIT & TOOL
MOAB FLATS
MOAB KOA
MOAB MOTEL,LLC
MOAB REGIONAL HOSPITAL
MOAB RIM CAMPARK
MOAB SPRINGS RANCH ASSOC
MOAB VALLEY INN
MONTICELLO INN
MOTEL 6
MOUNTAIN VIEW RV PARK
NATIONAL 9 INN
OK RV PARK
PAM'S RV PARK
PARKDALE CARE CENTER
PINNACLE NURSING & REHAB
PORTAL RV RESORT
PROPERTY TECH LLC
PURPLE SAGE ECONOMY CONDOS
QUALITY INN
QUALITY SUITES
QUINTSTAR MANAGEMENT INC
RAM LODGING,LLC
RED SANDS HABITATION
RED STONE INN
RIM VILLAGE TOWNHOMES CATV
RIM VILLAGE VISTA
RIVER CANYON LODGE
RIVER ROCK INN
RIVER TERRACE
ROBBERS ROOST MOTEL
ROCKRIDGE SENIOR APTS
RODEWAY INN
ROOST MANAGEMENT
ROSETREE MANAGEMENT INC
ROSETREE RANCH LLC
RUSTIC INN
SAGE CREEK AT MOAB HOA
SLEEPY HOLLOW MOTEL
SOUTH TOWN GYM
SPANISH TRAIL RV PARK
SUN ARCHVIEW RV LLC

SUN CANYONLAND RV LLC
SUN MOAB VALLEY RV LLC
SUN SLICKROCK RV LLC
SUPER 8 MOTEL
TAMARISK RESTAURANT
THE RIDGE'S
THE VIRGINIAN MOTEL
UTAH NAVAJO HEALTH SYSTEM
UTAH'S BEST VACATION RENTALS
VIEW GATE DEVELOPMENT
WAYSIDE MOTOR INN
WEDGEWOOD VILLA
WEST WINDS RODEWAY INN
WESTERNER TRAILER PARK
YOUNG APARTMENTS

Scottie Draper
ETV News Manager & Advertising Director
(435) 636-3941
SDraper@emerytelcom.com

625 E 100 N
Price, UT 84501
(435) 636-3941
Fax (435) 888-3533
www.etv10news.com

Advertising Agreement – Grand County

Subject of Agreement: The terms of this agreement include:

- $900 per month for six segments on ETV CHANNEL 6 for the term of 10 months to run March 2022 through December 2022.

1. **SERVICES.** EMERY TELCOM VIDEO, LLC, (**"**PROVIDER") operates Local Channels on its cable system on channels 6 and 10 as well as a local newspaper. PROVIDER provides advertising on those channels and in the newspaper and agrees to provide to GRAND COUNTY ("CUSTOMER") advertising on one or both of those channels or in the newspaper as stated above. Both the PROVIDER and CUSTOMER acknowledge and agree that many factors can contribute to the interruption of programming on channel 6 and channel 10. PROVIDER will use care in the ordinary course of business to keep the programming up on both channels, but shall not be liable to CUSTOMER for time when the programming is not available or on the channels, but will try to get the programming on the channels as quickly as possible. PROVIDER reserves the right to suspend service for scheduled maintenance, planned enhancements or upgrades to PROVIDER's network and facilities without notice to CUSTOMER.

2. **TERM.** CUSTOMER agrees to purchase advertising for the term of ten (10) months. CUSTOMER shall be able to terminate the contract by executing a new contract for additional services with an overall higher payment. If PROVIDER changes its programming, then the term shall end and the CUSTOMER shall have the right to terminate the contract upon 30 days written notice to the PROVIDER. PROVIDER shall have the right to terminate the contract at any time by giving CUSTOMER 30 days notice.

3. **RATES AND CHARGES.** CUSTOMER agrees to pay to PROVIDER the amount stated above. Such amount shall be billed to the CUSTOMER monthly or as agreed to above during PROVIDER's regular billing cycle. Such payment shall be delinquent if not paid by the CUSTOMER within twenty (20) days of the bill date. However, PROVIDER may increase or decrease any rate or charge hereunder upon thirty (30) days written notice to the CUSTOMER. If PROVIDER provides such notice, then CUSTOMER may terminate this Agreement within such thirty (30) days by sending written notice to PROVIDER, without penalty. If the CUSTOMER breaches this Agreement, then PROVIDER shall be entitled to the remedies specified herein, or any other remedy available in law or equity, which remedies shall not be exclusive. If CUSTOMER fails to make a Monthly Payment within the time designated herein, then such amount shall incur interest at 1 ½% per month. Further, PROVIDER shall have the right to terminate the Services.

625 E 100 N
Price, UT 84501
(435) 636-3941
Fax (435) 888-3533
www.etv10news.com

4. **GENERAL**. CUSTOMER may not assign its obligations hereunder without the prior written consent of PROVIDER; such consent will not be unreasonably withheld. PROVIDER may assign its rights and obligations hereunder. Any amendments must be in writing and signed by the parties hereto. In the event of the failure of any Party hereto to comply with any provisions of this Agreement, the defaulting Party shall pay any and all costs and expenses, including reasonable attorneys' fees arising out of or resulting from such default, incurred by the injured Party in enforcing its rights and remedies. If the Services are used for any illegal, inappropriate or improper purposes (as determined by PROVIDER in its sole discretion), PROVIDER may immediately terminate or suspend, without notice, the Services (CUSTOMER agrees to not use the Services for such purposes). This Agreement will be governed by and interpreted in accordance with the laws of the State of Utah and Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the court located in the Emery County, State of Utah, unless otherwise required by law.

		Scottie Draper	2/9/22
Signature	Date	Signature	Date
		Scottie Draper	
CUSTOMER Name (Please Print)		Emery Telcom (Please Print)	

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

FEBRUARY 15, 2022

Agenda Item: F

TITLE:	Approving the county as the "Responsible Entity" for the HUD Environmental Review for the Housing Authority of Southeastern Utah (HASU) SHOP grant project
FISCAL IMPACT:	
PRESENTER(S):	Jenna Whetzel, HASU Program Manager

Prepared By:

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve Grand County as the "Responsible Entity" for the HUD Environmental Review for the Housing Authority of Southeastern Utah SHOP grant project.

BACKGROUND:

The Housing Authority of Southeastern Utah (HASU) was recently awarded a SHOP grant through HUD for development project at Arroyo Crossing. Before receiving funding, an Environmental Review (ER) is required for the proposed project site. A city or county is the dedicated "Responsible Entity," for conducting ERs for these grants.

By accepting Responsible Entity designation, the County will be responsible for submitting two determination letters. One is a letter to Tribal Leaders that may be impacted, as determined by HUD, and the other is a State Historic Preservation Office (SHPO) letter.

ATTACHMENT(S):

Agenda Summary GRAND COUNTY COMMISSION February 15, 2022 Item No. G	
TITLE:	Adopting Resolution Approving the Final Condominium Plat and Subdivision Improvements Agreement for Murphy Flats, Phase II, an HDHO Development located at 1187 Murphy Lane, Parcel No. 02-0008-0097, in Grand County, Utah
FISCAL IMPACT:	N/A
PRESENTER(S):	Planning and Zoning staff

Prepared By:
GRAND COUNTY PLANNING & ZONING

FOR OFFICE USE ONLY:

Attorney Review:

Pending

STATED MOTION:

I move to adopt the Findings of Fact set forth in the Staff Report dated December 14, 2021 and the proposed Resolution approving the Final Condominium Plat and Subdivision Improvements Agreement for Murphy Flats, Phase II, an HDHO Development with the following conditions:

1. Continued compliance with the County Engineer's requirements, Ordinance No. 648, HDHO-15 Master Plan and related Development Agreement, as amended;
2. The Owner shall record the SIA simultaneously with the Final Plat in the Recorder's Office; and
3. The Owner shall submit an acceptable completion assurance bond for the incomplete public improvements and infrastructure warranty bond for completed accepted public improvements as established in the SIA to the County in the amounts set forth in the SIA prior to recordation of the Final Plat.
4. The existing ADU must be demolished and the recorded deed restriction (August 14, 2015 as Entry No. 509461 in Book 821, Page 583-84) must be terminated prior to issuance of the first building permit in Phase II.

STAFF RECOMMENDATION: APPROVE

Staff recommends the County Commission adopt the ordinance approving the final plat for Murphy Flats, Phase II and all associated documents, as Applicant has met all requirements of the Grand County Land Use Code for final plat application.

BACKGROUND:

At a public meeting of the Planning Commission on October 12, 2020, the Planning Commission voted 6-0 to approve the preliminary plat for Murphy Flats Development. Phase I Final Plat was approved on November 3, 2021 by the County Commission.

ATTACHMENT(S):

1. Staff Report
2. Proposed Resolution
3. Phase II Final Plat
4. Phase II SIA and OPC
5. Declaration of Condominium
6. Full Project Site Plan

Available Upon Request:

7. County Engineer Letter of Approval
8. HDHO approving Ordinance No. 648
9. Engineer approved phase II civil plans
10. Title Report

STAFF REPORT
PLANNING & ZONING DEPARTMENT
GRAND COUNTY, UTAH

DATE: December 14, 2021

TO: Grand County Commission

SUBJECT: Final Condominium Plat of Murphy Flats Phase II, an HDHO Development

---

PROPERTY OWNER: Courtney M. Kizer and Stephen Evers

PROP. OWNER REP: Courtney Kizer

ENGINEER: SET

PROPERTY ADDRESS: 1187 Murphy Lane (Property 1), parcel No.02-0008-0097

SIZE OF PROPERTY: 1.46 acres

EXISTING ZONE: Underlying zones: Rural Residential (RR),
Overlay zone: HDHO-15

EXISTING LAND USE: residential

ADJACENT ZONING AND LAND USE(S): RR, LLR and residential

APPLICATION TYPE
Final Plat, Administrative

STAFF RECOMMENDATION: Approve
Final plat is an administrative procedure, all County LUC requirements and design criteria have been met and reviewed and approved by staff.

APPLICATION PROCEDURE
Decision Type: Choose an item.

Public Notices: ☒ Public Meeting at:
- ☒Planning Commission
- ☒ County Commission

☐ Public Hearing at:
- ☐ Planning Commission
- ☐ County Commission

Attachments:
- ☒ Approval Letters
- ☒ Final Plat
- ☒ Declaration of Condominium
- ☒ SIA
- ☐ Legal Notice
- ☒ Legal Description
- ☐Public Comments
- ☐Agency Comments
- ☐Response to Standards
- ☐ Other: Click or tap here to enter text.

SUMMARY OF REQUEST
The application for the Final Condominium Plat of Murphy Flats Phase II High Density Housing Overlay development. Phase II proposes four (4) duplex buildings, two (2) quad buildings, and one (1) stand alone unit , as well as 13 storage units. The 17 dwelling units within these buildings will be condominiumized (via final plat) and separately owned. Thirteen (13) of those housing units will be deed restricted; in addition, Phase I included 17 deed restricted units, bringing the total deed restricted units to 30 out of 37 between phase I and phase II,

which combined is 80% of the total units per Grand County LUC section 4.7.6.

BACKGROUND
The County Commission applied the HDHO-15 designation to the subject property via Ordinance No. 600.01 (2019), which approved the Murphy Flats Master Plan, and related Development Agreement. The Grand County Planning Commission approved the Murphy Flats Preliminary Plat following a public meeting on October 12, 2020. The applicant recorded an updated HDHO Development Agreement on May 21, 2021, to include the development and deed restriction requirements of Section 4.7 of the Land Use Code, and subsequently, on January 5, 2022, recorded an amended Development Agreement, via Grand County Commission approved Ordinance No. 648, to allow for a 6-month final plat phase II deadline extension

SITE IMPROVEMENTS / ADDITIONS / CHANGES
Murphy Lane will be widened by 8' on the west side of the road; improvements will be made to remedy sight distance issues and address pedestrian safety. The developer will extend water, sewer, and power to the proposed units. Drainage ponds will be required and built. Civil Plans for phase II drainage and construction have been approved by the County Engineer (attached letter).

The existing ADU will be demolished and the accompanying deed restriction will be removed.

FINDINGS OF FACT

Project Description

1. **FINDING:** Application is for Final Condominium Plat of Murphy Flats Phase II HDHO development, on parcel No.02-0008-0097 in Grand County, Utah, proposing 17 dwelling units within four duplex buildings, two quad buildings, and one stand alone dwelling. Of the 17 dwelling units proposed, 13 will be deed restricted per Grand County LUC section 4.7.6.

Consistency with General Plan

2. **FINDING:** The proposed subdivision is supported by the HDH Overlay ordinance adopted by the County Commission in January 2019, which was created in order to accomplish a variety of purposes, including "achieving the goals of the Housing Element of the County's General Plan" and "Implementing the policies and goals of the housing element of the County's General Plan", as stated in section 4.7.1 of the LUC.

Conformance with Grand County Land Use Code (LUC)

3. **FINDING:** The proposed development is in conformance with LUC provisions of Article 4.7 High Density Housing Overlay Districts and the related County documents applying the HDHO-15 to the Property.

EVIDENCE:

of
HDHO
project
for a

a) The Final Plat of Murphy Flats Phase II includes plat notes that restrict at least 80% dwelling units in the HDHO Development to be deed restricted per LUC, Article 4.7 Districts, and HDHO specific plat notes are included on the final plat. Phase I of the included 17 deed restricted units, and Phase II plat includes 13 deed restricted units total of 30 deed restricted units out of 37 total units proposed across Phases I & II, which meets the 80% requirement for deed restricted units per LUC 4.7.

b) The subject property is within an approved High Density Housing Overlay District-15, approved with Ordinance No. 600.01 (2019).

c) The proposed Final Condominium Plat for Phase II is consistent with the approved Grand County, Utah, Ordinance No.648 (2021), the Associated Master Plan, and Development Agreement (2021).

4. **FINDING:** The Proposed development is in conformance with LUC Article 7 Subdivision Standards.

a) The proposed final plat includes Engineer approved right-of-way improvements

consistent with LUC section 7.3 Streets, and Grand County Construction Standards

b) The proposed subdivision includes all utility and fire apparatus easements as required by LUC section 7.6 Easements.

c) The subdivision proposes Engineer approved drainage facilities consistent with requirements of section 7.7, Drainage of the LUC. Such drainage facility requirements are designated in notes on the Plat.

d) Water Supply, Fire Protection and Sewage Disposal are consistent with requirements of the LUC sections 7.8, 7.9 and 7.10 respectively and demonstrated by way of Engineer approved Civil Plans.

5. FINDING: The Proposed development is in conformance with LUC Article 9, Administration and Procedure, including Section 9.5 Final Plat.

EVIDENCE: a) The applicant submitted documents and final construction plans for review and approval, per requirements in LUC article 9.1.3 Minimum Submission Requirements and article 9.5.1 Final Plat Submittal Requirements, including additional documentation regarding condominium subdivision, per applicable provisions of Utah Code § 57-8a-101, et seq., as amended.

b) Per the requirements of LUC Article 9.5.2 Application Review Procedures, the application for Final Plat was submitted for approval within 12 months of preliminary plat approval, which was approved by the Planning Commission at a public meeting on October 12, 2020, with the following condition: that 28 out of the 34 units proposed in the preliminary plat are deed restricted. At that time, the preliminary plat proposed three less units than what was originally in the approved Master Plan. Subsequently, at final plat, the applicant reverted back to the original proposal as presented in the Master Plan, which included 37 dwelling units, 30 of which would be deed restricted (17 units in phase I and 13 units in phase II),per LUC 4.7.

GRAND COUNTY, UTAH
RESOLUTION NO. _____ (2022)

APPROVING THE FINAL CONDOMINIUM PLAT OF MURPHY FLATS, PHASE II, AN HDHO DEVELOPMENT

WHEREAS, the previously named Grand County Council (County Council) adopted the *Grand County General Plan Update* (General Plan) on February 7, 2012 with Resolution No. 2976;

WHEREAS, the County Council adopted the *Grand County Land Use Code* (Land Use Code) on January 4, 1999 with Ordinance No. 299 and amended it February 19, 2008 with Ordinance No. 468 for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, the County Council adopted the High-Density Housing Overlay (HDHO) with Ordinance No. 591 (2019), which replaced and repealed Ordinance No. 584, in an effort to stimulate the construction of deed-restricted workforce housing in Grand County;

WHEREAS, Courtney M. Kizer and Stephen Evers (Owner) are the owners of record of real property known as 1187 Murphy Ln., Grand County, Utah, more specifically described as follows;

> Beginning at a point on the North line Southwest ¼ Section 8, said point being North 89°07'00" East 1321.69 feet from the West Quarter corner of Section 8, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and proceeding thence North 89°07'00" East (RECORD= N 89°03'E) 175.01 feet; thence South 14°54'00" East (RECORD= S15°13'E) 425.59 feet; thence North 59°29'33" West 91.25 feet; thence North 75°24'53" West 120.67 feet; thence North 15°01'00" West 343.60 feet to the point of beginning, having an area of 63,633 sq. ft.; 1.46 acres. (Parcel No. 02-0008-0097)

WHEREAS, the County Council applied the HDHO-15 designation to the real property known as 1187, Murphy Lane, Moab, Utah 84532 on November 19, 2019 via Ordinance No. 600.01, the Master Plan attached thereto, and the related Development Agreement, all of which are recorded in the real property records of Grand County, Utah;

WHEREAS, the Grand County Planning Commission approved the Murphy Flats Preliminary Plat following a public meeting on October 12, 2020;

WHEREAS, the County Commission approved an Amended and Restated Development Agreement and Deed Restriction via Ordinance No. 648 which extends the deadline to file the Phase II Final Plat by six months, which Owner recorded on December 7, 2021 in the real property records of Grand County, Utah;

WHEREAS, on November 3, 2021, the County Commission adopted Resolution No. 3296, approving the Final Condominium Plat of Murphy Flats, Phase I, HDHO Development on 1.01 acres of real property located at 1285 Murphy Lane, Grand County, Utah (Final Plat, Phase I);

WHEREAS, the Owner submitted an application for the Final Condominium Plat of Murphy Flats, Phase II, an HDHO Development on 1.46 acres of real property located at 1287 Murphy Lane, Grand County, Utah (Final Plat, Phase II);

WHEREAS, the Final Plat, Phase II meets the development regulations established by the Grand County Land Use Code, Construction Standards and Ordinance Nos. 600.01 and 648;

WHEREAS, the County Commission considered this item in a public meeting held on February 15, 2022;

WHEREAS, the County Commission has heard and considered all evidence and testimony presented with respect to the proposed resolution and final plat approval.

NOW, THEREFORE, BE IT RESOLVED by the Grand County Commission that it does hereby approve the Final Condominium Plat of Murphy Flats, Phase II, an HDHO Development conditioned upon the following:

1. Continued compliance with the County Engineer's requirements, Ordinance No. 648, HDHO-15 Master Plan and related Development Agreement, as amended;
2. The Owner shall record the SIA simultaneously with the Final Plat in the Recorder's Office; and
3. The Owner shall submit an acceptable completion assurance bond for the incomplete public improvements and infrastructure warranty bond for complete accepted public improvements as established in the SIA to the County in the amounts set forth in the SIA prior to recordation of the Final Plat; and
4. The existing ADU must be demolished and the recorded deed restriction (August 14, 2015 as Entry No. 509461 in Book 821, Page 583-84) must be terminated prior to issuance of the first building permit in Phase II.

APPROVED by the Grand County Commission in open session this February 15, 2022 by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

Grand County Commission

_____
Gabriel Woytek, Chair

ATTEST:

_____
Quinn Hall, Clerk/Auditor

RED DESERT Land Surveying

88 East Center Street
Moab, UT 84532
435.259.8171

STANDARD LEGEND

BUILDING SETBACKS
EASEMENTS
PROPERTY ADJOINING
PROPERTY CORNER
SECTION MONUMENT

PROJECT TYPE:
FINAL CONDOMINIUM PLAT

PROJECT ADDRESS:
1185,1187,1189 Murphy Lane
Moab, Utah 84532

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
COURTNEY KIZER

DATE:
1/25/2022

JOB NUMBER:
115-20

SHEET 1 OF 2

N
W E
S

20' 0' 20' 40'
SCALE: 1" = 20'



VICINITY MAP

NOT TO SCALE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 46°23'17" E	51.19'
L2	S 36°41'33" E	40.33'
L3	S 12°10'04" E	16.06'
L4	S 71°11'33" E	40.00'
L5	S 74°12'07" E	16.29'
L6	N 18°48'27" E	8.32'
L7	N 74°20'18" E	17.34'
L8	N 36°41'33" W	20.09'
L9	S 09°41'15" W	140.44'
L10	S 37°24'27" W	21.83'
L11	S 46°56'31" W	60.31'
L12	S 35°36'27" W	21.83'
L13	S 54°23'33" E	29.63'
L14	S 70°16'49" E	13.77'
L15	S 54°11'33" E	40.33'
L16	S 48°31'34" W	20.32'
L17	S 14°53'33" E	29.63'
L18	S 18°50'27" E	25.01'
L19	S 54°23'33" E	29.63'
L20	S 20°30'08" W	12.34'
L21	S 35°48'27" W	16.64'

PLAT NOTES:

1. ALL AREAS ON THIS PLAT DESIGNATED AS UTILITY EASEMENTS ARE TO SERVE AS PUBLIC UTILITY EASEMENTS, PER UTAH CODE (54-3-27).
2. ALL AREAS ARE COMMON AREAS AND FACILITIES EXCEPT THOSE AREAS DESIGNATED AS CONDOMINIUM UNITS, WHICH UNITS ARE MORE PARTICULARLY DESCRIBED AND DEFINED IN THE DECLARATION OF CONDOMINIUM FOR MURPHY FLATS, A UTAH CONDOMINIUM PROJECT (THE "DECLARATION"), TO BE RECORDED CONCURRENTLY WITH THE RECORDATION OF THIS PLAT.
3. ALL COMMON AREAS ARE TO BE MAINTAINED BY THE CONDOMINIUM OWNERS ASSOCIATION EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE DECLARATION. (SEE PAGE 2 FOR LOCATIONS OF COMMON AREA, LIMITED COMMON AREA AND PRIVATE SPACES)
4. UNITS 204A, 204B, 401 & 402A ARE NOT DEED RESTRICTED.
5. PHASE 1: 4 SPACE REDUCTION
   PHASE 2: 1 SPACE REDUCTION
6. MURPHY FLATS, PHASE II, SUBJECT TO THE COUNTY'S HDHO RULES AND REGULATIONS ADOPTED AND RECORDED WITH THE GRAND COUNTY RECORDERS OFFICE.
7. THE ASSOCIATION SHALL HAVE THE SOLE RESPONSIBILITY TO OWN, OPERATE, MAINTAIN, AND REPAIR, THE DRAINAGE IMPROVEMENTS WITHIN THE SUBDIVISION PURSUANT TO THE REQUIREMENTS OF THE OWNER'S DRAINAGE AND CONSTRUCTION PLANS APPROVED BY THE COUNTY. ANY ALTERATION TO THE DRAINAGE IMPROVEMENTS SHALL BE APPROVED IN ADVANCE BY THE GRAND COUNTY ENGINEER. GRAND COUNTY SHALL NOT BE LIABLE FOR ANY FAILURE OF THE SAME, INCLUDING SPECIFICALLY ANY UNAPPROVED ALTERATION OF THE DRAINAGE IMPROVEMENTS OR THE FAILURE TO MAINTAIN AND CLEAN THE DRAINAGE IMPROVEMENTS.
8. ALL RIGHTS OF THE GRANTEES UNDER THE DOCUMENTS CREATING THE 25' ACCESS EASEMENT DEPICTED ON THIS PLAT (THE "ACCESS EASEMENT"), TOGETHER WITH ALL ROADWAY IMPROVEMENTS ON THE ACCESS EASEMENT, WILL BE PART OF THE COMMON AREAS. ALL IMPROVEMENTS ON THE ACCESS EASEMENT WILL BE MAINTAINED BY THE CONDOMINIUM OWNERS ASSOCIATION SO AS TO PROVIDE ADEQUATE ACCESS AT ALL TIMES, AS MORE PARTICULARLY PROVIDED IN THE DECLARATION.

LUC 4.7 NOTES:

THE UNITS SHOWN AS "DEED RESTRICTED" IN THIS PLAT ARE HDHO UNITS AND SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:
THE PROPERTY SHALL BE USED FOR PRIMARY RESIDENTIAL HOUSING FOR ACTIVELY EMPLOYED HOUSEHOLDS AS REQUIRED BY GRAND COUNTY LAND USE CODE, SECTION 4.7, HIGH DENSITY OVERLAY DISTRICTS OVERLAY, IN PERPETUITY. THE PROPERTY IS FURTHER SUBJECT TO A DEVELOPMENT AGREEMENT AND MASTER PLAN RECORDED AGAINST THE PROPERTY IN THE REAL PROPERTY RECORDS OF GRAND COUNTY, UTAH AND HDHO RULES AND REGULATIONS ADOPTED AND ON FILE WITH THE COUNTY.
GRAND COUNTY RESERVES THE RIGHT TO REVOKE, DENY OR SUSPEND ANY PERMIT, INCLUDING A LAND DEVELOPMENT PERMIT, CONDITIONAL USE PERMIT, BUILDING PERMIT, CERTIFICATE OF OCCUPANCY, OR DISCRETIONARY APPROVAL UPON A VIOLATION OR BREACH OF THIS DEED RESTRICTION BY A RECORD OWNER OF ANY HDHO LOT OR UNIT IN GRAND COUNTY.

PRESERVATION OF COMMON AREA

THIS PLAT DESIGNATES CERTAIN AREAS AS COMMON AREAS INTENDED FOR THE USE BY THE CONDOMINIUM UNIT OWNERS FOR INGRESS, EGRESS, PARKING, RECREATION, AND OTHER ACTIVITIES AS ALLOWED IN THE DECLARATION. THE AREAS DESIGNATED AS COMMON AREAS ARE NOT DEDICATED HEREBY TO THE GENERAL PUBLIC BUT OWNED BY, AND RESERVED FOR THE USE OF, THE CONDOMINIUM UNIT OWNERS AS MORE FULLY PROVIDED IN THE DECLARATION, THE TERMS OF WHICH ARE INCORPORATED HEREIN.

UTILITY DEDICATION

THE OWNER OF THE LAND DESCRIBED AND DEPICTED ON THIS PLAT CONSENTS TO THE PREPARATION AND RECORDATION OF THIS PLAT AND HEREBY OFFERS AND CONVEYS TO ALL PUBLIC UTILITY PROVIDERS AND THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT AND RIGHT OF WAY OVER, UNDER, AND THROUGH ALL AREAS DESIGNATED ON THIS PLAT AS UTILITY EASEMENTS, FOR THE CONSTRUCTION AND MAINTENANCE OF ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER, STORM DRAIN, AND WATER LINES AND FACILITIES (WHICH LINES AND FACILITIES SHALL BE SUBTERRANEAN EXCEPT FOR THOSE FACILITIES WHICH, BY THEIR NATURE, MUST BE ABOVE GROUND, TOGETHER WITH THE RIGHT OF ACCESS THERETO.

GRAND COUNTY RECORDER

STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF

_____

DATE _____ BOOK _____ PAGE _____ FEE _____

_____
COUNTY RECORDER

COUNTY ENGINEERS APPROVAL

APPROVED BY THE GRAND COUNTY ENGINEER THIS

_____ DAY OF _____, 20____.

_____
COUNTY ENGINEER

GRAND COUNTY COMMISSION

PRESENTED TO THE GRAND COUNTY COMMISSION THIS _____ DAY OF _____, 20_____. SUBDIVISION APPROVED.

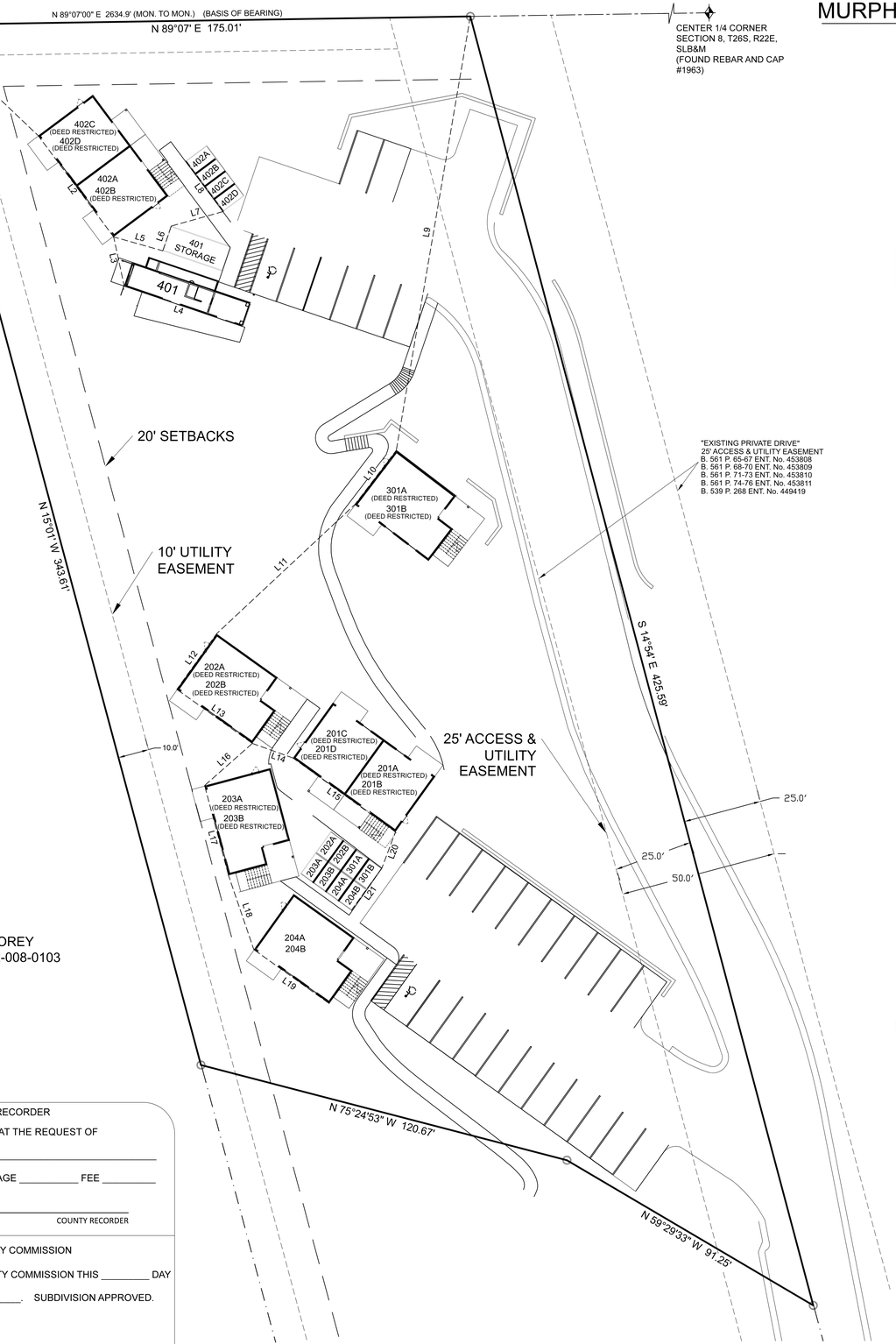
_____ _____
COUNTY CLERK CHAIR, GRAND COUNTY COMMISSION

WEST 1/4 CORNER
SECTION 8, T26S, R22E,
SLB&M
(FOUND GLO MON.)

1321.59'
(TIE)

N 89°07'00" E 2634.9' (MON. TO MON.) (BASIS OF BEARING)
N 89°07' E 175.01'

CENTER 1/4 CORNER
SECTION 8, T26S, R22E,
SLB&M
(FOUND REBAR AND CAP
#1963)



MOREY
02-008-0103

FINAL CONDOMINIUM PLAT OF

MURPHY FLATS, PHASE II, HDHO DEVELOPMENT

A CONDOMINIUM & HDHO DEVELOPMENT LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 8, T26S, R22E, SLB&M

SURVEYOR'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS: I, LUCAS BLAKE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT - I HOLD CERTIFICATE- NO. #7540504 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT AT THE REQUEST OF THE OWNER OF THE BELOW DESCRIBED LAND, I PERFORMED A SURVEY OF SAID LAND, THAT THE DESCRIPTION BELOW CORRECTLY DESCRIBES THE LAND SURFACE UPON WHICH WILL BE CONSTRUCTED , AND THIS RECORD OF SURVEY MAP, CONSISTING OF TWO (2) PAGES IS ACCURATE AND COMPLIES WITH THE PROVISIONS OF SECTION 57-8-13 (8) OF THE UTAH CONDOMINIUM OWNERSHIP ACT. I FURTHER CERTIFY THAT THE REFERENCE MARKERS SHOWN ON THIS PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR REESTABLISH THIS SURVEY.

_____ DATE
LUCAS BLAKE
LICENSE NO. 7540504

BOUNDARY LEGAL DESCRIPTION, PHASE II

Beginning at a point on the North line Southwest ¼ Section 8, said point being North 89°07'00" East 1321.69 feet from the West Quarter corner of Section 8, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and proceeding thence North 89°07'00" East (RECORD=N 89°03'E) 175.01 feet; thence South 14°54'00" East (RECORD=S15°13'E) 425.59 feet; thence North 59°29'33" West 91.25 feet; thence North 75°24'53" West 120.67 feet; thence North 15°01'00" West 343.60 feet to the point of beginning, having an area of 63,633 sq. ft., 1.46 acres.

OWNER'S CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED IS THE OWNER OF THE PROPERTY DESCRIBED AND DEPICTED IN THIS PLAT, HAVING CAUSED A SURVEY TO BE MADE AND THIS PLAT TO BE PREPARED, HEREBY CONSENTS TO THE RECORDATION OF THIS PLAT AND SUBMITS THE PROPERTY DESCRIBED HEREIN TO THE UTAH CONDOMINIUM OWNERSHIP ACT.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET ITS HAND THIS _____ DAY OF _____, 20__.

_____ _____
COURTNEY M. KIZER STEPHEN EVERS

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } S.S.

THE FOREGOING PLAT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20___, BY COURTNEY M. KIZER, & STEPEN EVERS

_____
NOTARY PUBLIC

A CONDOMINIUM DEVELOPMENT LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 8, T26S, R22E, SLB&M

SURVEYOR NOTES

The Basis of Bearings is N 89°07'00" E between the West 1/4 corner and the Center 1/4 corner of Section 8, Township 26 South, Range 22 East, Salt Lake Base and Meridian.

RED DESERT Land Surveying

88 East Center Street
Moab, UT 84532
435.259.8171

UNITS (PRIVATE)
LIMITED COMMON AREA
COMMON AREA

PROJECT TYPE:
FINAL SUBDIVISION

PROJECT ADDRESS:
1185,1187,1189 Murphy Lane
Moab, Utah 84532

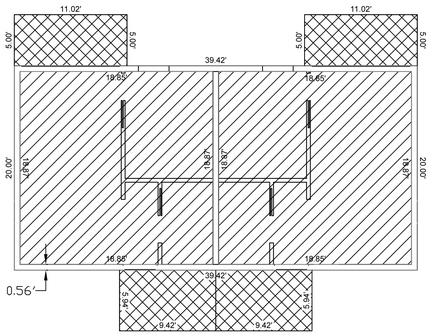
PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
COURTNEY KIZER

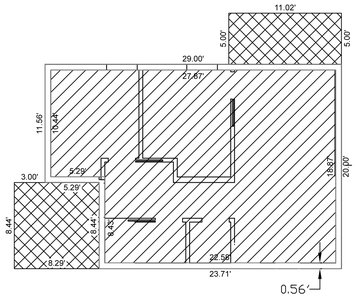
DATE:
1/25/2022

JOB NUMBER:
115-20

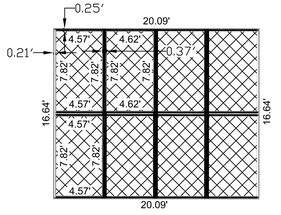
SHEET 2 OF 2



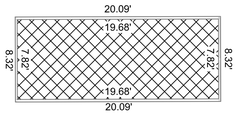
1ST FLOOR FOURPLEX
(UNITS 201A, 201C, 402A, 402C)



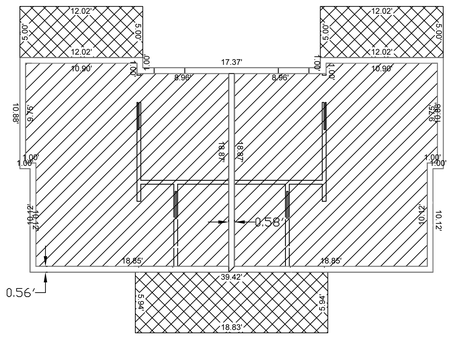
1ST FLOOR DUPLEX
(UNITS 202A, 203A, 204A, 301A)



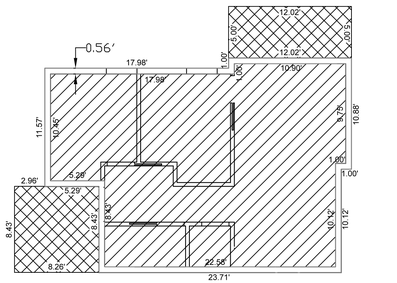
STORAGE UNITS (TYP.)
(UNITS 202A, 202B, 203A, 203B, 204A, 204B, 301A, 301B, 402A, 402B, 402C, 402D)



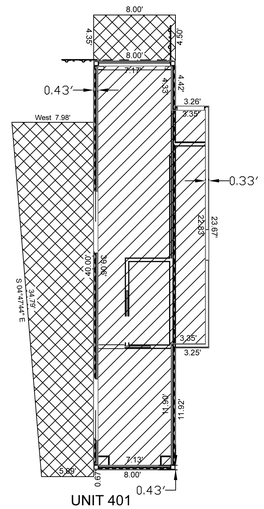
UNIT401 STORAGE



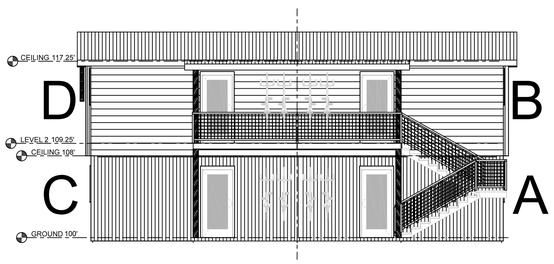
2ND FLOOR FOURPLEX
(UNITS 201B, 201D, 402B, 402D)
NOTE: 2ND FLOORS WILL HAVE DECKS



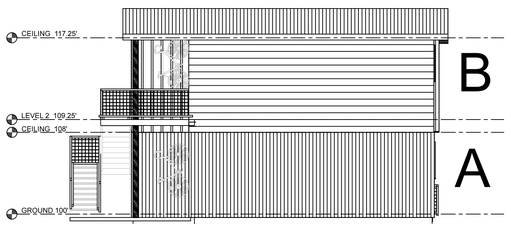
2ND FLOOR DUPLEX
(UNITS 202B, 203B, 204B, 301B)
NOTE: 2ND FLOORS WILL HAVE DECKS



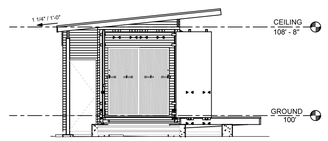
UNIT 401



FOURPLEX



DUPLEX



UNIT 401

SUBDIVISION IMPROVEMENTS AGREEMENT
Murphy Flats Subdivision

This **SUBDIVISION IMPROVEMENTS AGREEMENT** (the "Agreement") is made this _____ day of _____ 2022 ("Effective Date") by and between **GRAND COUNTY**, UTAH, a Utah political subdivision, 125 E Center St, Moab, Utah 84532 (hereinafter referred to as "COUNTY"), and **Courtney M. Kizer and Stephen Evers** as joint tenants (hereinafter referred to as "SUBDIVIDER").

RECITALS

WHEREAS, SUBDIVIDER owns real property located in Grand County, Utah particularly described in ***Exhibit A***, attached hereto and incorporated herein;

WHEREAS, on February 15, 2022, the COUNTY approved the Final Plat for the Murphy Flats Subdivision, Phase II (the "Plat"), a high density housing residential subdivision of Condominiums ("the Subdivision"), subject to the terms and conditions noted on the Plat and in Grand County Ordinance No. 648 and this Agreement;

WHEREAS, the COUNTY and SUBDIVIDER mutually acknowledge that the matters set forth herein are reasonable conditions and requirements to be imposed by COUNTY in connection with its approval of the Plat, and that such matters are necessary to protect, promote and enhance the public health, safety, and welfare.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE MUTUAL COVENANTS, AND THE APPROVAL, EXECUTION, AND ACCEPTANCE OF THE PLAT BY THE COUNTY, IT IS FURTHER AGREED AS FOLLOWS:

1. **IMPROVEMENTS.** SUBDIVIDER agrees to construct the "Required Improvements" as specified in the final construction plans prepared by SET Engineering, which were submitted and approved with the Plat application for the Property on January 25, 2022, as amended and updated (the "Plans") and as provided herein. An estimate of the cost of the Required Improvements is itemized on ***Exhibit B***, attached hereto and incorporated herein by this reference (the "Cost Estimate"). "Construction" and "installation" may be used interchangeably herein.

2. **DEVELOPMENT REQUIREMENTS**. SUBDIVIDER shall develop the Property, pursuant to the Plat, this Agreement, the Code, the Construction Standards, and all other applicable laws, rules and regulation under the regulatory supervision of the COUNTY. Except as otherwise specified herein, if any such authorities are in conflict, the terms of this Agreement shall supersede and control the terms of development; provided, however, that the Plat shall supersede and control over the terms of any other authority.

3. **UTILITIES**. SUBDIVIDER shall install and bury underground all water and sewer mains, service stub-outs, stormwater drainage facilities, and electrical, natural gas, telephone and cable television lines shown in the Plans prior to construction of any

overlaying street, curb, sidewalk, pedestrian/bicycle path or gutter to prevent unnecessary pavement cuts. In addition, SUBDIVIDER shall provide an as-built survey of such utilities prepared by a professional land surveyor showing horizontal and vertical locations. The COUNTY shall receive a copy of such survey prior to any backfill as a condition precedent to releasing the construction performance bond.

4. **CONSTRUCTION AND INSPECTION**. The Required Improvements shall be constructed and inspected as follows:

    a. Notice of Commencement. SUBDIVIDER shall provide the COUNTY with one (1) week's advanced notice of commencement of construction of the Required Improvements, which notice shall describe the type of improvement being installed and the schedule for construction.
    b. Construction Mitigation. SUBDIVIDER shall ensure that construction does not create a nuisance for surrounding property owners. As used herein, nuisance shall include dust, glare/light, and noise that is not confined to the boundaries of the property, as further regulated by Grand County Code.
        i. Sand/Dirt. During construction, SUBDIVIDER shall use proper sand and dirt and erosion control to minimize impact on adjacent properties and maintain streets and roads in such a manner that they may be reasonably traveled upon. The COUNTY may order construction to cease or abatement measure be taken, and SUBDIVIDER shall comply with the same, when the COUNTY determines in its sole discretion that sand or dirt emanating from the Property related to construction activities is unacceptable.
        ii. Noise. SUBDIVIDER shall confine the hours of construction operations to 7 am to 9 pm (and 9 am to 9 pm on Sunday), or as otherwise provided by the Grand County Code.
        iii. Light/Glare. SUBDIVIDER shall comply with the requirements of Section 6.6 of the Grand County Code. Specifically, during construction, SUBDIVIDER shall fully shield all outdoor lighting, whether it be temporary for construction or permanent, and shall not place fixtures at a location, angle, or height that directs illumination outside the boundaries of the Property.
    c. Inspection. The COUNTY may inspect the Requirement Improvements during regular business hours in its sole discretion, and no less frequently than requested by SUBDIVIDER. No excavation, facility or improvement shall be covered or buried until inspected by the COUNTY, unless such inspection is waived in writing.
    d. Notice of Violation. If the COUNTY determines that construction is not consistent with the Plans, the Code, the Construction Standards or any other applicable rules and regulations, the County shall provide SUBDIVIDER with written Notice of Violation and SUBDIVIDER shall immediately stop work until corrections are made.

e. Notice of Failure. As soon as practical, SUBDIVIDER shall contact the COUNTY upon the failure of any performance testing, or of any issues that arise that may prevent construction from proceeding in accordance with the Plans.
f. Final Acceptance. The COUNTY shall not approve a full release of the Improvements Collateral, as defined in Section 5, until the Required Improvements obtain final acceptance by the COUNTY pursuant to Section 9.5.5.D and E of the Code.

5. **COLLATERAL**.

a. Improvements Collateral. Prior to recording of the Plat or commencement of construction, and to secure SUBDIVIDER'S obligations hereunder, SUBDIVIDER shall furnish a Completion Assurance/Set Aside Letter from a national banking association pursuant to Section 9.5.3.B.3 of the Grand County Code in an amount equal to one hundred and twenty-five percent (125%) of the Cost Estimate of the unfinished Required Improvements (the "Improvements Collateral").
b. Release. From time to time, as the Required Improvements are completed, SUBDIVIDER may apply in writing to the COUNTY for a partial or full release of the Improvements Collateral. Each release request shall be summarized on the County's Collateral Release Form and must show, or include the following:
    i. Dollar amount of the original Requirements Collateral;
    ii. Description of the Required Improvements completed, including dollar value;
    iii. Description of the unfinished Required Improvements, including dollar value;
    iv. Amount and date of all previous Improvements Collateral released;
    v. Amount of the Improvements Collateral to be released;
    vi. Release or waivers of mechanics liens of all parties who have furnished work, services, or materials for the Required Improvements, and
    vii. Reasonable fees, if required by the COUNTY, to cover the cost of administration and inspections.

    Upon such request, the COUNTY shall inspect the Required Improvements, both those completed and unfinished. If the COUNTY determines from the inspection that the Required Improvements have been completed, as provided herein, the COUNTY shall release a corresponding portion of the Improvements Collateral within thirty (30) days of inspection. The release shall be made in writing signed by the COUNTY. The amount to be released shall be the amount of the remaining Improvements Collateral LESS one hundred and twenty-five percent (125%) of the cost of the unfinished Required Improvements; provided, however, that the Improvements Collateral shall not be released in full until SUBDIVIDER posts the Warranty Collateral required hereunder.
c. Notice of Deficiency. If, upon inspection or otherwise, the COUNTY determines that SUBDIVIDER has violated its obligations hereunder, the COUNTY shall mail a written Notice of Deficiency to SUBDIVIDER requesting repairs within thirty (30) days; provided, however, that in the event of an emergency as

determined in the COUNTY's sole discretion, an advanced Notice of Deficiency is not required.

d. Repair by County. If SUBDIVIDER does not undertake such abatement measures or repairs as requested or in the event of an emergency, the COUNTY shall have the right but not the obligation to make the repairs at SUBDIVIDER's expense, in which event the COUNTY is not limited by the amount of the Collateral.
e. Assignment. In the event SUBDIVIDER fails to complete the Required Improvements, the COUNTY may assign the Improvements Collateral to a subsequent owner who acquires the Property, or a portion thereof, by purchase, foreclosure, or otherwise, which subsequent owner is bound by this Agreement.
f. Conflict. In the event of conflict between Section 9.5.5. of the Grand County Code and this Section 5, this Section 5 shall control.

6. **TIMELINE**. No later than twenty-four (24) months after the Effective Date, SUBDIVIDER shall complete the Required Improvements. The Required Improvements shall be deemed complete once the Required Improvements obtain final acceptance by the COUNTY pursuant to Section 9.5.5.D and E of the Code. If construction has not commenced within one year of the Effective Date, the COUNTY may, in its sole discretion, require resubmittal of the construction plans for review and compliance with current standards and engineering requirements. The COUNTY may also extend the deadlines in this Section 5 for good cause with a written amendment hereto signed by both Parties pursuant to Section 9.5.5.A(2) of the Code.

7. **COUNTY EASEMENTS**.

a. Emergency Easement. SUBDIVIDER hereby grants to the COUNTY a perpetual right of access to, on and over all private roads within the Property for emergency purposes.
b. Temporary Easement. SUBDIVIDER hereby grants to the COUNTY a temporary, nonexclusive right of access to, on and over the Property for the purposes of constructing, maintaining, and repairing the Required Improvements during construction and through the Warranty Period.

8. **WARRANTY**. SUBDIVIDER hereby warrants the Required Improvements are free from defective workmanship or materials for a period of one (1) year after the Required Improvements obtain final acceptance by the COUNTY pursuant to Section 9.5.5.D and E of the Code, pursuant to the following:

a. Warranty Collateral. Prior to release of the Improvements Collateral, and to secure SUBDIVIDER'S obligations hereunder, SUBDIVIDER shall furnish cash or a good and sufficient, unconditional warranty bond in favor of Grand County, or certified check payable to "Grand County," in an amount equal to ten percent (10%) of the total Cost Estimate (the "Warranty Collateral").
b. Notice of Deficiency. If the COUNTY determines that the Required Improvements are defective during the Warranty period, which shall include revegetation of areas disturbed by SUBDIVIDER, the COUNTY shall mail a

written Notice of Deficiency to SUBDIVIDER requesting repairs within thirty (30) days; provided, however, that in the event of an emergency as determined in the COUNTY's sole discretion, an advanced Notice of Deficiency is not required.

c. Repair by County. If SUBDIVIDER does not undertake such abatement measures or repairs as requested or in the event of an emergency, the COUNTY shall have the right but not the obligation to make the repairs at SUBDIVIDER's expense, in which event the COUNTY is not limited by the amount of the Collateral.

d. Release. The COUNTY shall release the Warranty Collateral within thirty (30) days of the expiration of the Warranty less any costs or expenses incurred by the COUNTY to repair defective workmanship or materials during the Warranty period.

9. **BREACH**. Upon breach by SUBDIVIDER of any obligation hereunder, the COUNTY hereby reserves all of its remedies under this Agreement, the Code, and Utah law, including the right to invoke Collateral, refuse to issue building permits, certificates of occupancy, or utility connections. Further, the COUNTY is entitled to reimbursement for all costs and expenses incurred to enforce this Agreement, including attorneys' fees and costs and as provided in Section 4 above. Any amounts due and owing by SUBDIVIDER to the COUNTY under this Agreement which are not paid in a timely manner may be certified to the Grand County Treasurer for collection with taxes.

   a. Collateral Proceeds. In the event the COUNTY invokes Collateral, the proceeds shall be applied first to the COUNTY'S fees and expenses, including attorneys' fees, and then to completing or repairing the unfinished or defective Required Improvements. Excess Collateral proceeds, if any, are payable to SUBDIVIDER. The COUNTY has no obligation to utilize any funds, other than the Collateral proceeds, to complete any of the Required Improvements.

10. **MISCELLANEOUS**.

   a. Recording. SUBDIVIDER shall record this Agreement in the real property records of Grand County, Utah simultaneously with the Final Plat.

   b. Covenants Run with the Land/Limitation. The covenants of this Agreement shall run with that portion of the real property located in Grand County.

   c. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs, agents, employees, representatives, and transferees.

   d. Headings. The paragraph headings are descriptive only and do not imply nor limit substantive material.

   e. Waiver. The failure to enforce or waiver of any specific requirement herein by either party shall not be construed as a general waiver of this Agreement.

   f. Severability. Should any part of this Agreement be declared invalid by a court of competent jurisdiction, the valid parts of this Agreement shall remain in effect.

   g. No Relationship. SUBDIVIDER is not an agent or employee of the COUNTY.

   h. Amendment. This Agreement may be amended only by an instrument in writing signed by both parties.

GRAND COUNTY COMMISSION

_____
Gabriel Woytek, Chair

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

On February ___ 2022, Gabriel Woytek, Chair of the Grand County Commission, personally appeared before me and acknowledged and swore to me that the foregoing Subdivision Improvement Agreement was signed on behalf of Grand County.

Witness my hand and seal.

_____
, NOTARY PUBLIC

Owner/Developer: Courtney M. Kizer

_____
Courtney M. Kizer

Owner/Developer: Stephen Evers

_____
Stephen Evers

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On February ____, 2022, Courtney M. Kizer and Stephen Evers appeared before me and acknowledged and swore to me that they executed the foregoing Subdivision Improvements Agreement.

_____
NOTARY PUBLIC

EXHIBIT A
Legal Description

That certain real property located in Grand County Utah, State of Utah, more particularly described as:

Phase 2: 1187 & 1189 Murphy Lane (02-008-0097)

Beginning at a point on the North line Southwest ¼ Section 8, said point being North 89°07'00" East 1321.69 feet from the West Quarter corner of Section 8, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and proceeding thence North 89°07'00" East (RECORD=N 89°03'E) 175.01 feet; thence South 14°54'00" East (RECORD=S15°13'E) 425.59 feet; thence North 59°29'33" West 91.25 feet; thence North 75°24'53" West 120.67 feet; thence North 15°01'00" West 343.60 feet to the point of beginning, having an area of 63,633 sq. ft., 1.46 acres.

Together with an access easement for ingress, egress and utilities over and across the Easterly 24 feet of the Johnson/Jones property as reserved in the Warranty Deed, recorded October 4, 1999 in book 539 at page 268 as entry no. 449419.

Also together with a 25 foot wide access and utility easement recorded April 24, 2001 in book 561 at page 68 as entry no. 453809.

Also together with a 25 foot wide access and utility easement recorded April 24, 2001 in book 561 at page 71 as entry no. 453810.

Excepting therefrom any oil, gas and other minerals, that have been previously reserved or transferred in prior documents.

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

EXHIBIT B
Cost Estimate

Murphy Flats Subdivision
Opinion of Probable Cost - Phase 2 Infrastructure
Final Plat Submittal
Prepared on : 1/25/2022
Prepared By: JG

ENGINEERING

Item	Unit	Unit Price	Quantity	Cost
General Conditions and Requirements				
Mobilization/Demobilization	LS	$ 10,000.0	1	$ 10,000.0
Construction Surveying	LS	$ 5,000.0	1	$ 5,000.0
Quality Control & Material Testing (Soils, Concrete, Asphalt, etc.)	LS	$ 2,500.0	1	$ 2,500.0
Traffic Control	LS	$ 1,500.0	1	$ 1,500.0
Stormwater Management and Erosion Control	LS	$ 2,500.0	1	$ 2,500.0
As-builts, Punchlist and Closeout	LS	$ 1,500.0	1	$ 1,500.0
Site Preparation				
Clearing/Grubbing/Demo/Site Prep	SF	$ 0.10	25,000	$ 2,500.0
Cut to Fill	CY	$ 9.0	1,200	$ 10,800.0
Export	CY	$ 11.0	100	$ 1,100.0
Import	CY	$ 9.0	-	$ -
Sawcut/Pavement Removal and Repair	SY	$ 15.0	-	$ -
Off Site Improvements				
Sawcut and Remove Asphalt	LF	$ 1.00	-	$ -
Asphalt (3" depth)	SF	$ 5.0	-	$ -
Class 3/4 Base Course (4" depth+ Shoulder)	CY	$ 30.0	-	$ -
Recompacted Native Sub Base (12" Depth)	CY	$ 20.0	-	$ -
Street Signs	EA	$ 500.0	-	$ -
Export	CY	$ 11.0	-	$ -
Rock Blasting	CY	$ 30.0	-	$ -
24" Dia. CMP	LF	$ 25.0	-	$ -
24" Dia. FES	EA	$ 500.0	-	$ -
Roadside Ditch Grading	LF	$ 5.0	-	$ -
Signing and Striping	LS	$ 5,000.0	-	$ -
Site Improvements				
Asphalt (2" depth)	SF	$ 4.0	17,500	$ 70,000.0
Class 3/4 Base Course (4" depth)	CY	$ 30.0	220	$ 6,600.0
Class 3/4 Road Base - Shoulder (2" depth)	CY	$ 30.0	7	$ 210.0
Recompacted Native Sub Base (6" Depth)	CY	$ 5.0	293	$ 1,465.0
Street Signs	EA	$ 500.0	-	$ -
Curb and Gutter	LF	$ 15.0	-	$ -
Site Walls	SFF	$ 43.5	1,100	$ 47,850.0
Concrete Sidewalk	SY	$ 45.0	-	$ -
Crusher Fine Path and Trail	SY	$ 25.0	215	$ 5,375.0
Curb and Gutter	LF	$ 30.0	-	$ -
Slope Protection	SY	$ 75.0	100	$ 7,500.0
Permanent Seeding	SY	$ 10.0	250	$ 2,500.0
Utilities				
Storm Sewer				
Underground Detention System	CF	$ 5.0	-	$ -
Rip Rap	CY	$ 50.0	-	$ -
4" Dia.	LF	$ 12.0	-	$ -
6" Dia.	LF	$ 15.0	-	$ -
12" Dia.	LF	$ 25.0	-	$ -

PROFESSIONAL ENGINEER
No. 8007340-2202
JEFFREY M. PILLUS
1/25/2022
STATE OF UTAH

Murphy Flats Subdivision
Opinion of Probable Cost - Phase 2 Infrastructure
Final Plat Submittal
Prepared on : 1/25/2022
Prepared By: JG

ENGINEERING

Item	Unit	Unit Price	Quantity	Cost
18" Dia.	LF	$ 30.0	120	$ 3,600.0
Landscape Grate and Basin	EA	$ 500.0	-	$ -
Catch Basin and Grate	EA	$ 1,500.0	2	$ 3,000.0
Single Grate Inlet	EA	$ 5,000.0	-	$ -
24" Dia. Culvert	LF	$ 35.0	40	$ 1,400.0
24" Dia. FES	EA	$ 500.0	2	$ 1,000.0
Water Main				
Connect to Existing - 8" x 6" Tee	EA	$ 10,000.0	-	$ -
8" Dia. C900 PVC	LF	$ 55.0	240	$ 13,200.0
Fire Hydrant and Assembly	EA	$ 3,500.0	-	$ -
8" Dia. G.V.	EA	$ 2,000.0	-	$ -
8" Dia. Bend	EA	$ 500.0	2	$ 1,000.0
8" Dia. Cap and Plug	EA	$ 500.0	-	$ -
ARV/Vac Valve and MH	EA	$ 3,500.0	-	$ -
1" Tap, Service, and Meter	EA	$ 1,500.0	1	$ 1,500.0
2" Tap, Service, and Meter	EA	$ 2,500.0	1	$ 2,500.0
3" Tap, Service, and Meter	EA	$ 3,500.0	-	$ -
3/4" service line laterals	LF	$ 15.0	-	$ -
Sewer Main				
Connect to Existing (Doghouse MH)	EA	$ 5,000.0	-	$ -
8" Dia. SDR 35 PVC	LF	$ 45.0	250	$ 11,250.0
6" Dia. SDR 35 PVC	LF	$ 35.0	180	$ 6,300.0
4' Dia. MH	EA	$ 4,000.0	3	$ 12,000.0
4' Dia. MH (outside drop)	EA	$ 5,000.0	-	$ -
4" Sewer Service laterals w/cleanouts	LF	$ 25.0	-	$ -
Francshise Utilities				
Trenching and Backfilling (gas, electric, telecom)	LF	$ 25.0	280	$ 7,000.0
			Subtotal	$ 242,650
			Contingency(25%)	$ 60,663
			Total Hard Cost	**$ 303,313**

Notes
1) Estimate was prepared using plans dated 1/24/22 by SET Engineering
2) Cost of Pipe Installation includes Excavation, Bedding, and Trench Backfill
3) Cost of water services includes meter pit
4) OPC does not include system development fees, permitting, consulting, or legal fees
5) Potholing is incidental to utility work
7) OPC does not include franchise utility equipment or fees (gas, electric, telecom)
6) All work shall be completed per Grand County and GWSSA requirements
8) OPC does not inlcude cost of buildings or site ammenities (landscaping, irrigation, etc..)

Disclaimer: This Opinion of Probable Cost (OPC) was prepared by on good faith by SET Engineering using best judgement as a professional familiar with the construction industry and private bid solicitation by the owner. The client acknowledges that SET Engineeering has no control over the costs of said labor, materials, equipment, means and methods, bidding environment, unidentified field conditions, inflation, deflation or an other factors that may influence the actual cost of the project at the time of execution. SET Engineering does not warrant or represent that construction bids or negotiated prices will not vary from the project budget or this OPC.

When Recorded, Return to:

Courtney Kizer
PO Box 1153
Moab, UT 84532

Ent 543533 Bk 929 Pg 82 – 136
Date: 04-JAN-2022 8:56:26AM
Fee: $80.00 Check Filed By: JAC
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: 1187 SOUTH MURPHY LANE LLC

DECLARATION

OF

CONDOMINIUM

FOR

MURPHY FLATS,

a Utah condominium project

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DECLARATION OF CONDOMINIUM
FOR MURPHY FLATS,
a Utah condominium project

THIS DECLARATION OF CONDOMINIUM FOR MURPHY FLATS, a Utah condominium project (this "**Declaration**") is executed as of JANUARY 4TH, 2022, by 1187 South Murphy Lane L.L.C., a Utah limited liability company, Courtney M. Kizer, an individual, and Stephen Evers, an individual (collectively, the "**Declarant**").

RECITALS:

A. The Declarant owns certain real property located in Grand County, State of Utah, and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "**Land**").

B. The Declarant intends to construct a condominium development (the "**Project**") on the Land, and desires to subject the Project to certain easements, restrictions, covenants and conditions for the purpose of protecting the value and desirability of the Project.

NOW, THEREFORE, the Declarant does hereby make the following declaration:

ARTICLE 1. DEFINITIONS.

As used in this Declaration, the following terms have the meanings given them below:

"**Access Easement**" means, collectively, that certain easement or easements depicted on the Plat as a 25' wide access and utility easement providing access to the Project which Access Easement was created pursuant to (i) an easement recorded on April 24, 2001, as Entry No. 453810, in Book 561, at Page 71, (ii) an easement recorded on April 24, 2001, as Entry No. 453811, in Book 561 at Page 74, and (ii) an easement reserved in a Warranty Deed recorded on October 4, 1999, as Entry No. 449419, in Book 539, at page 268, all in the official records of Grand County, Utah.

"**Access Easement Area**" means all the area included in the Access Easement, together with all roadway improvements located thereon.

"**Act**" means the Utah Condominium Ownership Act, Utah Code Annotated, Title 57, Chapter 8, as in effect on, and as amended after, the date of this Declaration, and any successor or substitute provisions.

"**Annual Assessment**" means an assessment levied pursuant to Section 6.4(a) hereof.

"**Annual Budget**" means a budget that sets forth an itemization of the anticipated Common Expenses for the calendar year to which such Annual Budget pertains.

"**Articles of Incorporation**" means the Articles of Incorporation of the Association on file or to be filed with the Utah Department of Commerce, Division of Corporations and Commercial Code.

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"**Assessment**" means Annual Assessments, Special Assessments, Individual Assessments, and any other charge imposed or levied by the Association against an Owner, including but not limited to those related to Common Expenses as well as miscellaneous assessments for capital improvements and for the purpose of restoring and reconstructing the Project in the event of casualty, all as provided in this Declaration.

"**Association**" means Murphy Flats Condominium Association, Inc., a Utah nonprofit corporation.

"**Board**" means the board of directors of the Association appointed or elected in accordance with the Governing Documents, which will be the "management committee" (as defined in the Act) of the Association.

"**Building**" means any of the buildings constructed or to be constructed on the Land.

"**Bylaws**" means the Bylaws of the Association, as they may be amended from time to time. A copy of the initial Bylaws is attached hereto as Exhibit B.

"**Common Elements**" means all parts of the Project that are not Units, including but not limited to the Land; the rights of the grantees under the documents creating the Access Easement, all portions of the Buildings not contained within the Units, including but not limited to the foundation, columns, girders, beams, supports, perimeter and supporting walls, roofs, patios, balconies, entrances and exits; the mechanical installations of the Project consisting of the equipment and materials making up any central services which exist one or to serve more of the Units, including but not limited to pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith, whether outside or inside a Building); yards, outdoor lighting, fences, landscaping and sidewalks; and areas used for common disposal of trash and recycling.

"**Common Expenses**" means all expenses of operation (including common utilities and services), management, maintenance, repair or replacement of the Common Elements, including a reasonable reserve for the periodic maintenance, repair and replacement of the Common Elements, including but not limited to premiums for the insurance obtained by the Board pursuant to this Declaration or the Act, and any other cost, expense or fee properly incurred by the Association in connection with the performance of its obligations under the Governing Documents.

"**Condominium Unit**" means a Unit together with the Undivided Interest appurtenant to such Unit.

"**County Records**" means the official records of the Grand County recorder.

"**Declarant**" means 1187 South Murphy Lane, L.L.C., a Utah limited liability company, and its successors and assigns.

"**Declarant Control Period**" means the period commencing on the date hereof and ending on the date which is the earliest of (a) one (1) year after the date on which Declarant no longer

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owns a Unit, or (b) the date on which Declarant executes and records a document terminating the Declarant Control Period.

"**Eligible Mortgagee**" means a mortgagee or beneficiary under a mortgage or deed of trust encumbering a Unit who has requested notice in writing of certain matters from the Association in accordance with Section 11.1.

"**Emergency Repairs**" means any repairs which if not made in a timely manner will likely result in immediate and substantial damage to property, including but not limited to any Common Elements or a Unit or Units, or imminent danger to persons.

"**Family**" means a group of natural persons residing in the same Unit and maintaining a common household.

"**Governing Documents**" means this Declaration, the Articles of Incorporation, the Bylaws, and Rules and Regulations.

"**Guest**" means a temporary visitor, invitee or person whose presence within the Project is approved by or is at the request of a Resident.

"**Individual Assessment**" means an Assessment levied pursuant to Section 6.7.

"**Land**" means that certain real property that is located in Grand County, Utah and that is described on Exhibit A attached hereto. The Land includes any easements that benefit the Land from time to time including any easements that are set forth on the Plat.

"**Limited Common Elements**" means those portions of the Common Elements designated in this Declaration or the Plat as reserved for the use of a certain Unit or Units to the exclusion of the other Units. Without limiting the generality of the foregoing, any balcony, patio, or deck serving one Unit will be a Limited Common Element appurtenant to that Unit.

"**Majority of Eligible Votes**" means, (i) with respect to any vote of the Owners taken at a meeting, more than fifty percent (50%) of Eligible Votes held by Owners present, in person or by proxy, at the meeting, or (ii) with respect to any vote taken without a meeting, more than fifty percent (50%) of Eligible Votes held by Owners casting a vote.

"**Manager**" means a person or entity engaged to manage and operate the Project .

"**Mortgage**" means either a mortgage or deed of trust encumbering a Unit, but does not mean or refer to an executory contract of sale.

"**Mortgagee**" means a mortgagee or a beneficiary under a Mortgage encumbering a Unit, but does not mean or refer to a seller under an executory contract of sale.

"**Owner**" means the person who is the owner of record (in the office of the County Recorder of Grand County, Utah) of a Unit. The term "Owner" does not mean or include a

Mortgagee or a trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

"**Plat**" means the condominium plat entitled Final Condominium Plat of Murphy Flats, recorded in the office of the County Recorder of Grand County concurrently with this Declaration, as such plat may be amended from time to time. The Plat will show the location of the Units, Common Elements, and Limited Common Elements.

"**Project**" means the Land, the Units, and the Common Elements, collectively.

"**Proportionate Share**" means, as to any Owner, the percentage shown on Exhibit B attached hereto as the Proportionate Share attributable to such Owner's Unit. The Proportionate Share for each Unit is a fraction, the numerator of which is the Unit Floor Space of such Unit and the denominator of which is the aggregate of the Unit Floor Space of all the Units.

"**Reserve Fund**" has the meaning given it in Section 6.7.

"**Resident**" means an Owner or a tenant or Family member of an Owner who is residing in a Unit.

"**Rules and Regulations**" means the rules and regulations established by the Board to control, regulate or establish guidelines for the conduct of Owners, Residents, Guests, and others in the Project.

"**Special Assessment**" means an Assessment levied pursuant to Section 6.4.

"**Storage Space**" means each separate storage space in the Project, as depicted on the Plat.

"**Total Votes**" means the total voting rights attributable to all the Units, as set forth on Exhibit B attached hereto.

"**Undivided Interest**" means an undivided interest, expressed as a percentage, in the Common Elements made appurtenant to each Unit by the provisions of this Declaration, as set forth in Exhibit B.

"**Unit**" means each separate physical part of the Project intended for independent use, including one or more rooms or spaces located or to be located in one or more floors or part or parts of floors in a Building, as depicted on the Plat. Each Unit comprises enclosed rooms occupying part of the Building and interior non-supporting, non-bearing walls and bounded by the interior surfaces of the walls, floors, ceilings, windows and doors along the perimeter boundaries of such air space, together with all fixtures and improvements contained within such air space. Paint and other wall, ceiling and floor coverings on interior surfaces will be deemed to be a part of the Unit concerned. Notwithstanding the fact that they may be within the boundaries of such air space, the following are not part of a Unit insofar as they are necessary for the support or the use and enjoyment of another Unit, and are part of the Common Elements: (a) bearing walls; (b) common walls, floors and ceilings between Units or between a Unit and another Common Element (except for the interior surfaces of walls, floors and ceilings, which interior surfaces are part of the

Unit, as described above); (c) roofs; (d) foundations; (e) ceiling equipment; and (f) tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires and other utility installations and Utility Equipment, except the outlets of any of the foregoing when located within a Unit. The interior surface of a window or door means the location of such surface when such window or door is closed.

"**Unit Floor Space**" means the approximate number of square feet of floor space within each Unit as computed by reference to the Plat and rounded off to a whole number. The Unit Floor Space of each Unit is set forth in the attached Exhibit B.

"**Utility Equipment**" means pipes, sprinklers, wires, ducts, flues, cables, conduits, public utility lines, transformers, switch gear vaults, and other utility equipment serving the Project.

ARTICLE 2. PURPOSE; SUBMISSION TO ACT; GENERAL PROVISIONS

2.1 **Purpose; Submission to Act**. Declarant intends, by recording this Declaration and the Plat, to create a Utah residential condominium project to be known as Murphy Flats. The Land and all improvements now or hereafter constructed thereon are hereby submitted to the Act. The Project: (a) does not contain any convertible space; (b) is not an expandable condominium; (c) is not a contractible condominium; (d) is not a leasehold condominium; and (e) does not contain time period units, as all of such terms are defined in the Act.

2.2 **Description of Buildings**. The Project includes fourteen residential Buildings, five storage Buildings, parking areas, and other improvements related thereto. A description of the Buildings, including the number of stories in each and the principal construction materials is attached hereto as Exhibit D. There are no basements in the Project.

2.3 **Presumed Boundaries**. In interpreting the Plat or any deed or other instrument affecting the Building or a Unit, the boundaries of the Building or such Unit constructed in substantial accordance with the Plat will be conclusively presumed to be the actual boundaries rather than the description expressed in the Plat, regardless of the settling or lateral movement of the Building or any minor variance between the boundaries shown on the Plat and those of the Building or such Unit.

2.4 **Covenants Run with Land**. This Declaration and all of the provisions herein will run with the land and may be enforced by Declarant, the Board and any Owner and their respective successors in interest. Any Mortgage or other encumbrance of any Condominium Unit will be subject and subordinate to all of the provisions of this Declaration, and in the event of foreclosure of any Mortgage or other encumbrance, the provisions of this Declaration will be binding upon any Owner whose title is derived through the foreclosure. All Owners, Residents, Guests, and any other person who uses or occupies the Project shall be subject to the Governing Documents. All decisions and determinations made by the Board in accordance with the Act or other Governing Documents will be binding on all the Owners and occupants of the Project.

ARTICLE 3. UNITS

3.1 **Subdivision of Property**. The Project is hereby subdivided into Condominium Units, with each such Condominium Unit consisting of a Unit, the right to use appurtenant Limited Common Elements, if any, and an appurtenant Undivided Interest, as set forth on Exhibit B attached to this Declaration.

3.2 **Nature of Units**. Each Condominium Unit constitutes real property for all purposes and may be individually conveyed, leased, encumbered, inherited or devised by will. Any Condominium Unit may be held and owned by more than one person as joint tenants, as tenants in common or in any other real property tenancy relationship recognized under the laws of the State of Utah. Each Owner is entitled to the exclusive ownership and possession of its Unit and, to the extent applicable, the exclusive use of any Limited Common Elements appurtenant only to its Unit subject to the provisions of this Declaration. Each Owner may separately mortgage or otherwise encumber its Condominium Unit, provided that each Mortgage of any Condominium Unit is subordinate to this Declaration. No Owner may mortgage or otherwise encumber the Common Elements, except to the extent of the Undivided Interest appurtenant to its Unit.

3.3 **Nature of Undivided Interests**. Each Owner owns an Undivided Interest in the percentage expressed in the attached Exhibit B. Each Owner may use the Common Elements on a nonexclusive basis, but only in accordance with the purposes for which they were intended, subject to the Governing Documents. Neither any Undivided Interest nor the right of exclusive use of any Limited Common Elements may be separated from the Unit to which it is appurtenant. The Common Expenses will be charged to, and the voting rights are available to, the Owners according to their respective Undivided Interests.

3.4 **Conveyance of Units**. Every contract for the sale of a Unit, every deed conveying a Unit, and every other instrument affecting title to a Unit may describe a Unit by the name of the Project, the recording date for this Declaration, the county wherein the Project is located and its Unit number as indicated in this Declaration or as shown on the Plat. Such description will be construed to describe the Unit, together with the undivided interest in the Common Elements appurtenant to a Unit, and to incorporate all the rights incident to ownership of a Unit and all of the limitations on such ownership as described in this Declaration.

3.5 **Improvement of Units**. Each Owner has the exclusive right to paint, repaint, tile, paper, carpet and otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the perimeter boundaries of its Unit and the surfaces of all walls, ceilings, floors and doors within such boundaries. Each Owner may also construct partition walls, fixtures and improvements within the boundaries of that Owner's Unit; provided, however, that such walls, fixtures and improvements may not interfere with facilities necessary for the support, use or enjoyment of any other part of the Project; impair the structural integrity of the Building; or encroach on or interfere with any Common Elements. No Owner may remove or alter any interior bearing walls within a Unit without first providing to the Board (at the Owner's expense) a structural analysis from a structural engineer (which engineer is reasonably satisfactory to the Board) affirming that the removal and alterations (and the reinforcement beams and supports) will not adversely impact the structural integrity of the Building and then providing structural

reinforcement beams or supports for the modified bearing walls. No Owner may do any work on or make any alterations or changes to the Common Elements without the prior written consent of the Board.

3.6 **Maintenance of Units and Limited Common Elements.**

(a) *Maintenance of Units.* Each Owner, at its sole cost and expense, shall keep the interior of its Unit, including, without limitation, interior walls, window glass, ceilings, floors and fixtures and other improvements, in good condition and repair and in a clean and sanitary condition.

(b) *Maintenance of Limited Common Elements.* Notwithstanding anything herein regarding maintenance of Common Elements, each Owner, at its sole cost and expense, shall maintain in good condition and repair all Limited Common Elements appurtenant to such Owner's Unit. Without limiting the generality of the foregoing, (i) each Owner shall maintain the windows, window glass, and doors forming or situated at the exterior boundary of its Unit and shall immediately repair or replace any such window glass or door on removal, breakage or other damage; provided, however, that (i) any replacement of windows or doors or any other item that constitutes an exterior surface of a building, or any action that would affect the exterior appearance of any part of the Project, may not be made without the prior consent of the Board, and (ii) all exterior stairs in the Project, even if serving only one Unit, shall be maintained by the Association.

(c) *Failure to Maintain.* If any Owner fails to maintain its Unit or the Limited Common Elements for which such Owner is responsible, or if any Unit or appurtenant Limited Common Elements develops an unsanitary or unclean condition or falls into a state of disrepair and the responsible Owner fails to correct such condition promptly following written notice from the Board, or if any removed, broken or damaged window glass or door referred to in the preceding subsection (b) is not immediately repaired or replaced by the Owner obligated to do so, then the Board may (but is not obligated to), at the expense of such Owner and without liability to such Owner for trespass or otherwise, enter the Unit concerned and correct or eliminate such unsanitary or unclean condition or such state of disrepair or repair or replace such window glass or door, as the case may be. Any funds expended by the Board pursuant to this Section, together with interest at the rate of eighteen percent (18%) per annum, both before and after judgment, and all costs of collection, including, without limitation, reasonable attorneys' fees, will be assessed to such Owner as an Individual Assessment.

3.7 **No Division of Units**. No Unit may be further divided or subdivided or a fractional portion thereof sold or conveyed so as to be held in divided ownership (as opposed to joint tenancy, tenancy in common, or other form of joint undivided ownership).

3.8 **Separate Taxation**. Each Condominium Unit (comprising a Unit and an appurtenant Undivided Interest) is deemed to be a separate parcel for purpose of assessment and taxation and is subject to separate assessment and taxation. Neither the Project, any Building, nor

any of the Common Elements may be considered as a separate parcel for purposes of assessment or taxation.

ARTICLE 4. THE ASSOCIATION.

4.1 **Association**.

(a) *Association*. On or before conveying the first Unit to a purchaser, Declarant shall cause the Association to be incorporated. Each Owner shall automatically be a member of the Association. The Board shall act as the board of directors and the management committee of the Association.

(b) *Registration with the State*. In compliance with, and to the extent required by, Utah Code Ann. § 57-8-13.1 or any successor provision, the Association shall be registered with the state Department of Commerce, Division of Real Estate and shall update its registration as required by law.

(c) *Bylaws*. The Bylaws of the Association are attached to this Declaration as Exhibit C. The provisions of the Utah Revised Nonprofit Corporation Act, as in effect on, and as amended after, the date of this Declaration, will supplement the Bylaws to the extent that such statutory provisions are not inconsistent with this Declaration or the express provisions of the Bylaws.

4.2 **Membership**. Each Owner shall be required to be a member of the Association. If title to a Unit is held by more than one person, the membership appurtenant to that Unit will be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Unit is held. Ownership of a Unit cannot be separated from membership in the Association; each membership is appurtenant to the Unit to which it relates and will be transferred automatically by conveyance of that Unit. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Unit. Membership begins immediately and automatically upon becoming an Owner and terminates immediately and automatically upon ceasing to be an Owner.

ARTICLE 5. BOARD

5.1 **Establishment**. Subject to the provisions of this Declaration, the Project will be operated, managed and maintained by the Board. The Board, acting on behalf of the Association, is vested with, and has all the rights, powers and authority given to a management committee or an association of unit owners under the Act and all rights, powers and authority as are necessary to perform its duties under the Governing Documents, which include, but are not limited to, the rights, powers and authority to:

(a) administer and enforce the covenants, conditions, restrictions, easements, and other provisions of the Governing Documents;

(b) maintain and keep in good order, condition and repair all the Common Elements;

(c) without the vote or consent of the Owners, Mortgagees, or of any other person, grant or create (and/or to relocate), on such terms as it deems advisable, reasonable licenses, rights-of-way and easements over, under, across and through the Common Elements for utilities and other purposes reasonably necessary or useful for the proper operation and maintenance of the Project;

(d) sue and be sued on behalf of the Association;

(e) enter into contracts that are within the scope of the powers and duties of the Board;

(f) promulgate such Rules and Regulations as may be necessary or desirable to ensure that the Project is maintained and used in a manner consistent with this Declaration and the interests of the Owners and to establish penalties for the infraction of such Rules and Regulations;

(g) levy and collect Assessments for the payment of Common Expenses;

(h) perform any other acts and to enter into any other transactions authorized by the Governing Documents or the Act or which may be reasonably necessary for the Board to perform its functions on behalf of the Owners.

5.2 **Composition** .

(a) During the Declarant Control Period, the Board shall have three members appointed by the Declarant.

(b) After the expiration of the Declarant Control Period, the Board shall consist of three natural persons elected by the Members in accordance with the Bylaws. Only Owners (and officers, partners, managers, members and agents of Owners who are not natural persons) are eligible for Board membership.

5.3 **Officers and Agents**. The Board shall perform its functions through those members who are elected as officers by the Board in accordance with the Bylaws and through such agents or employees as the Board may appoint or employ.

5.4 **Records**.

(a) The Board shall keep detailed, accurate records in chronological order of the receipts and expenditures of the Association. Such records will be available for examination by the Owners at convenient hours on weekdays. The Board shall maintain up-to-date records showing (a) the name of each person who is an Owner, the address of the Unit owned by such Owner, and the mailing address and electronic mail address (if any) of such Owner; and (b) the name and address of each Eligible Mortgagee and the Unit that is encumbered by such Eligible Mortgagee.

(b) Upon any transfer of a fee interest in a Condominium Unit, the transferee shall provide to the Association evidence that the transfer has occurred and that the deed or instrument of conveyance is of record in the County Records. The Association may rely on such information or, at its option, on current ownership information that is obtained from the County Records. The mailing address of an Owner will be deemed to be the address of the Unit owned by such Owner unless such Owner provides written notice to the Association of a different mailing address.

(c) The Board shall make available for inspection on request during normal business hours or under other reasonable circumstances to Owners and Mortgagees, current copies of this Declaration, the Plat, the Rules and Regulations, and the books, records and financial statements of the Association to the extent required under the Act or other applicable law.

5.5 **Professional Management**. The Board may (but is not obligated to) engage a professional manager to perform any functions that are properly the subject of delegation. The manager shall be an independent contractor and not an agent or employee of the Board, shall be responsible for managing the Project for the benefit of the Association and the Owners and shall, to the extent permitted by law and by the terms of the agreement with the Board, be authorized to perform any of the functions or acts required or permitted to be performed by the Board itself. Any such management agreement will have a term of a reasonable period not to exceed three years.

5.6 **Liability**. No member of the Board or any officer of the Association shall be liable to the Owners for any mistake of judgment, for negligence or on other grounds, except for such member's own willful misconduct, gross negligence, bad faith or more culpable conduct, subject to the following:

(a) *General.* Members of the Board and officers of the Association: (a) will have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (b) will have no personal liability in tort to any Owner or any person or entity, direct or imputed, by virtue of acts performed by them in their capacity as such, except for their own willful misconduct, gross negligence, bad faith or more culpable conduct, nor for acts performed for them in their capacity as such; and (c) will have no personal liability arising out of the use, misuse or condition of the Project, which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

(b) *Specific Listing.* Without limiting the generality of subsection (a) above, and notwithstanding any provision of the Governing Documents to the contrary, neither the Board, the Association, nor any member of the Board will be liable for any loss, injury, death or damage (including any consequential damage) to persons, property or business resulting from any theft, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, order of governmental body or authority, fire, explosion, falling object, steam, water, rain, snow, ice, breakage, leakage, obstruction or other defects of Utility Equipment, appliances, plumbing, air conditioning or lighting fixtures,

construction, repair or alteration of the Project or other cause beyond such person's reasonable control.

(c) *Indemnity.* Each Owner and the Association shall indemnify each member of the Board and each officer of the Association against all claims made by third parties arising out of any contract made by the Board on behalf of the Owners, unless such contract was made in bad faith. The liability of any Owner arising out of any contract made by the Board or an officer of the Association or out of the indemnification provision set forth in the immediately preceding sentence is limited to the total liability concerned multiplied by such Owner's Undivided Interest.

5.7 **Initial Agent for Service of Process.** The following is the initial person to receive service of process on behalf of the Project, the Board and the Association:

_____

_____

_____

The Board shall have the right to appoint a successor or substitute process agent at any time and from time to time. The name and address of any such successor or substitute agent must be specified by an appropriate instrument recorded in the Grand County Recorder's office, a copy of which shall be delivered to each Owner. Service of process on two or more Owners in any action relating to the Common Elements or more than one Unit may be made on the agent designated above.

5.8 **General Standard.** Notwithstanding any provision in this Declaration to the contrary, the Board shall act fairly and reasonably in discharging its duties under this Declaration.

ARTICLE 6. COMMON ELEMENTS; COMMON EXPENSES; ASSESSMENTS.

6.1 **Common Elements.** The Association shall be responsible for the operation, management, maintenance, repair and replacement of the Common Elements and the making of any additions or improvements to the Common Elements as may be reasonably necessary to keep them clean, safe, functional, attractive and generally in good condition and repair. The maintenance of the outdoor portions of the Common Elements includes, but is not limited to, the removal of weeds and debris and periodic cleaning, sweeping, and removal of ice and snow. Without limiting the generality of the foregoing, the Association shall be responsible for maintenance of the water and sewer connections servicing the Project, except for those water and sewer connections which constitute a portion of a Unit.

6.2 **Maintenance of Access Easement Area and Drainage Systems.**

(a) Without limiting the generality of the foregoing Section 6.1, the obligations of the Association with respect to maintenance of the Common Elements include the obligation to maintain (i) the Access Easement Area as may be required to continually provide adequate vehicular and pedestrian access to the Project for Owners and for the provision of governmental services, including but not limited to fire and police services,

and (ii) any storm water management and other drainage systems that are part of the Common Elements.

(b) Declarant (during the Declarant Control Period but not thereafter), the Association, the Owners, and their respective successors and assigns shall hold Grand County harmless for claims, losses, judgments, costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, arising from (i) operation, maintenance, or supervision of the Common Elements or failure or modification of the Common Elements, including specifically any unapproved alteration of the drainage improvements or the failure to maintain and clean the drainage improvements, or (ii) any failure by the Association to adequately maintain the Access Easement Area as required in subsection (a) above.

6.3 **Annual Budget**. Before November 1st of each year the Board shall prepare an Annual Budget for the next following calendar year. In preparing such Annual Budget, the Board shall consider any deficit or surplus anticipated to be realized during the then-current calendar year. After the expiration of the Declarant Control Period, such Annual Budget will be subject to the approval of a Majority of Eligible Votes at a meeting of the Owners at which such Annual Budget is presented and voted on.

6.4 **Assessments**. Each Owner shall pay Assessments in accordance with the following:

(a) *Annual Assessments*. Prior to the first day of January of each calendar year, the Association shall notify each Owner of the amount of such Owner's share of the Common Expenses for that calendar year as set forth in the Annual Budget for such year (the Owner's "**Annual Assessment**"). Each Annual Assessment will be payable in monthly installments, each in an amount equal to one-twelfth of the Annual Assessment, which each such installment due on the first day of each calendar month.

(b) *Special Assessments*. The Board may levy in any calendar year one or more special assessments (each, a "**Special Assessment**"), applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement within the Property or any facilities located in the Property, including the necessary fixtures and personal property related to it, or to make up any shortfall in the current Annual Budget. Notice of the amount and due dates for any Special Assessment must be sent to each Owner at least 30 days prior to the due date. If any Special Assessment is to be used for the construction of new facilities (as opposed to repair and reconstruction of existing facilities in the Property), and if the total amount of the Special Assessment levied for such construction exceeds 10% of the total Annual Budget for that year, then the Special Assessment may be levied only with the approval of a Majority of Eligible Votes.

(c) *Late Payments and Assessments*. The Board may establish and assess reasonable charges for delinquent payments of any Assessment or any installment thereof. A late fee equal to 5% of the delinquent amount and interest at the rate of 18% per annum

on the delinquent amount will be deemed to be reasonable. All payments made by an Owner under this Declaration will be applied first to pay any costs of collection, next to outstanding fines and late charges, next to interest, and finally to Assessments or other amounts due from the Owner.

(d) *Individual Assessments.* All fines, penalties, interest or other charges or fees levied against an Owner pursuant to the Governing Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Governing Documents, and any expense (including without limitation attorneys' fees) incurred by the Association as a result of the failure of an Owner to comply with the Governing Documents, will constitute an "**Individual Assessment.**"

(e) *No Exemption.* No Owner may exempt itself from liability for its Assessment obligations by waiver of the use or enjoyment of any of the Common Elements or abandonment of its Unit. No diminution or abatement of any Assessments under this Declaration may be claimed or allowed for any action or inaction of the Board or the Association.

6.5 **Collection of Assessments.**

(a) *Personal Obligation of Owner.* Every Owner shall pay Assessments in the amounts and at the times determined by the Board in accordance with this Declaration and the Act. Each Assessment assessed against a Unit is a personal debt and obligation of the Owner of the Unit at the time the Assessment is made. In any voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the Unit up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee. Suit to recover a money judgment for unpaid Assessments is maintainable without foreclosing or waiving the lien securing it.

(b) *Cessation of Services.* If an Owner is in default for the period of one month in the payment of Assessments, then the Association may, at its option, and for so long as such default continues, cease to provide any or all services that would otherwise be provided by the Association to such Owner's Unit, to the extent such services pertain to such Unit.

(c) *Collection of Rent.* If an Owner at any time leases or rents its Unit and defaults for a period of one month in the payment of Assessments, then the Association may, at its option, so long as such default continues, demand and receive from any tenant of the Owner the rent due or becoming due, in compliance with applicable provisions of the Act and the Governing Documents.

(d) *Lien.* Each Assessment constitutes a lien on the applicable Owner's Condominium Unit, which lien may be foreclosed in the manner of the foreclosure of a deed of trust or by any other method available under applicable law for the foreclosure of

liens. For the purpose of foreclosure by trustee's sale, the Declarant appoints First American Title Insurance Company, having an address at 215 South State, Suite 380, Salt Lake City, Utah 84111, to have and exercise the power of the trustee and the power to bid on a Unit at a foreclosure or other sale and to acquire, hold, lease, mortgage and convey such Unit. Pursuant to Utah Code §§ 57-1-20 and 57-8-45, the Declarant hereby conveys and warrants to such trustee, with power of sale, the Condominium Units and all improvements to the Units for the purpose of securing payment of Assessments under the terms of this Declaration. An Owner's acceptance of an interest in a Unit constitutes a simultaneous conveyance of the Unit in trust, with power of sale, to the designated trustee. The Association may appoint another qualified trustee by executing a substitution of trustee form. In any foreclosure of a lien for Assessments, the Owner concerned shall pay the costs and expenses of such proceedings and reasonable attorneys' fees, which shall be secured by the same lien. The Association may bid on such Unit at foreclosure or other sale and, if successful, hold, lease, mortgage or convey such Unit.

6.6 **Estoppel Statement**. The Board shall, on the written request of any Owner or any Mortgagee or prospective Mortgagee or prospective purchaser of a Condominium Unit, and on payment of a reasonable fee in an amount to be determined by the Board subject to any limitations imposed by the Act, issue to the requesting person or persons a written statement setting forth the amount of any unpaid Assessments for such Condominium Unit. Such written statement will be conclusive and binding on the remaining Owners and the Association in favor of all persons who rely on such written statement in good faith.

6.7 **Reserve Fund**.

(a) *Reserve Fund*. The Board shall establish and maintain a reserve fund (the "**Reserve Fund**") to cover the cost of repairing, replacing, or restoring Common Elements that have a useful life of three years or more and a remaining useful life of less than 30 years, if the cost cannot reasonably be funded from the general budget or other funds of the Association, as determined by the Owners annually. Reserve funds may be collected as part of Annual Assessments or Special Assessments. If there are surplus monies after payment of all Common Expenses for any fiscal year, the Board may, in its discretion, (i) retain surplus Association money and credit it against the Assessments for the following fiscal year, or (ii) deposit such surplus in the Reserve Fund. The Association shall segregate money held in the Reserve Fund from regular operating accounts.

(b) *Reserve Analysis*. The Association shall, every five years, conduct an analysis (a "**Reserve Analysis**") to determine the appropriate amount needed in the Reserve Fund to satisfy the purposes for which the Reserve Fund is maintained. The Board shall review and, if necessary, update a previously conducted Reserve Analysis no less frequently than every two (2) years. The Reserve Analysis report must be prepared by a person or persons with (i) experience in current building technologies, (ii) a solid working knowledge of building cost estimating and life cycle costing for facilities, and (iii) the tools and knowledge to prepare a report.

(c) *Disclosure and Approval at Annual Meeting.* Annually, at the annual meeting of the Owners or a special meeting of Owners, the Board shall present the most recent Reserve Analysis and any updates to the Reserve Analysis, and provide an opportunity for Owners to discuss the Reserve Fund and to vote on how to fund the Reserve Fund and in what amount.

6.8 **Storage Spaces**. At all times, one Storage Space will be allocated to each Unit. A Storage Space allocated to a Unit will be a Limited Common Element appurtenant to that Unit. The Board may, from time to time and in its discretion, change the specific Storage Space allocated to a Unit. The Project contains four more Storage Spaces than Units. The excess Storage Spaces will be Common Elements and may be leased by the Association to Unit Owners at lease rates reasonably determined by the Board or may otherwise be used by the Association.

6.9 **Parking**. All parking spaces in the Project will be part of the Common Elements. Each Unit Owner will have the right to use one parking space in the Project. No specific parking space will be allocated to a specific Unit unless the Board determines otherwise. Each Owner of a two-bedroom Unit may purchase from the Association the right to use one additional parking space in the Project. The Association shall regulate the use of the parking spaces in the Project, which regulation may include, but will not be limited to, the use of parking permits. No Owner, Occupant, or Guest shall park in the Project in violation of Rules and Regulations pertaining to parking, and vehicles parked in the Project in violation of this Declaration or the Rules and Regulations may be booted or towed at the direction of the Board.

6.10 **Common Laundry**. The Common Elements include an interior space designated as a "Common Laundry." This space will be operated by the Association as a laundry facility for the use of the Owners or may, if so determined by the Board, be leased to an operator who will equip and operate the space as a laundry facility for the use of the Owners.

ARTICLE 7. EASEMENTS

7.1 **Easements for Encroachments**. If on or after the date of this Declaration: (a) any part of the Common Elements encroaches on any part of a Unit; or (b) any part of a Unit encroaches on a part of the Common Elements, then a non-exclusive easement for each such encroachment and for the maintenance of the same will exist immediately and automatically, and Declarant reserves such easement for the benefit of each Unit and each Common Element. Such encroachments will not be considered to be encumbrances on any Unit or the Common Elements. Such encroachments may include, without limitation, encroachments caused by error in the original construction of a Building or any other improvements, error in the Plat, settling, rising or shifting of the earth or changes in position caused by repair or reconstruction of the Project.

7.2 **Easements for Maintenance**. Some of the Common Elements may be located within the Units or may be conveniently accessible only through the Units. Declarant grants the Association and its agents and representatives a non-exclusive easement and the irrevocable right to have access to each Unit and to all Common Elements at reasonable times and under reasonable circumstances as may be necessary for: (a) the maintenance, repair, replacement and cleaning of the Common Elements; or (b) making Emergency Repairs, provided that the Board shall make a

reasonable effort to provide notice to the occupant of the Unit prior to entry and shall take reasonable measures to minimize the inconvenience caused thereby. The cost to repair any damage resulting from any such entry will be a Common Expense.

7.3 **Easements for Units.**

(a) Declarant reserves for each Unit:

(i) a non-exclusive easement for, and the right of, ingress and egress on, over and across the Common Elements as necessary for access to and from such Unit;

(ii) a non-exclusive easement for, and the right to, horizontal, vertical and lateral support from all surrounding Building elements;

(iii) a non-exclusive easement in common with all other Units for Utility Equipment and other Common Elements from time to time and at any time located in any other Units and serving the benefitted Unit.

(b) Declarant subjects each Unit to a non-exclusive easement in favor of all other Units for the installation, maintenance, repair and replacement of Utility Equipment and other Common Elements from time to time and at any time located in such Unit and serving any other Unit.

7.4 **Easement for Completion of Development.** The Declarant is hereby granted a transferable easement over and on the Common Elements for the purpose of doing all things necessary or appropriate to complete construction of the Project and to make improvements as shown on the Plat. To the extent that damage is inflicted on any part of the Project by any person utilizing this easement, the Declarant and the person causing the damage shall be liable to the Association for the prompt repair of such damage.

7.5 **General Provisions.** Each easement and right created by this Article is an appurtenance to the real property benefitted thereby and is a burden on the real property burdened thereby. All conveyances of a Condominium Unit are deemed to be made together with and subject to the easements set forth in this Article. The easements created under this Article will terminate upon the termination of the Declaration. The use of any easement granted under this Declaration may not disturb unreasonably the quiet enjoyment of any other Unit by its Owner and occupants.

ARTICLE 8. USE RESTRICTIONS.

8.1 **Use**. Each Unit may be used only for single-family residential purposes. No Building or other structure of any kind may be erected, altered, placed or permitted to remain on any portion of the Project except with the prior written approval of the Board. The use of the Units and the Common Elements must comply with all applicable laws, ordinances and governmental regulations and with the Governing Documents.

8.2 **HDHO Restrictions**. Some Units, designated on Exhibit C attached hereto, are subject to a recorded restriction (an "**HDHO Restriction**") requiring that such Units be used for Primary Residential Housing for Actively Employed Households (as that phrase is defined in Section 4.7 of the Grant County Land Use Code). Each Owner or Resident of a Unit subject to an HDHO Restriction, by accepting ownership or occupancy of such Unit, agrees to be bound by and to comply with all the requirements of the HDHO Restriction.

8.3 **Nuisance**. No Owner, Resident, or Guest may create or maintain, or engage in any activity which would constitute, a nuisance in, on or about the Project. A "nuisance" includes but is not limited to the following:

(a) the development of any unclean, unhealthy, unsightly, or unkempt condition on, in, or about a Unit or the Common Elements;

(b) the storage of any item or property that will cause any Unit or the Common Elements to appear to be in an unclean or untidy condition or that will be noxious to the senses or otherwise disturb the peace, quiet, safety, comfort, or serenity of the other Residents;

(c) having any devices or items, instruments, equipment, machinery, fixtures, or things the possession of which is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Project by other Residents or Guests.

(d) unreasonable noise in, on or about any Unit or the Common Elements; provided, that the threshold for what constitutes unreasonable noise is lower after 10:00 p.m. and before 7:00 a.m.

(e) any activity which creates or causes an unreasonable amount of traffic in, on or about the Project; provided, that the threshold for what constitutes unreasonable traffic is lower after 10:00 p.m. and before 7:00 a.m.

8.4 **Unsightly Work, Hobbies or Unkempt Conditions**. The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions may not be pursued or undertaken on any part of the Project.

8.5 **Garbage, Refuse and Debris**. Each Owner and Resident shall regularly remove from the Unit owned or occupied by such Owner or Resident all rubbish, trash, refuse, waste, dust,

debris, and garbage. The Association shall provide and maintain a central dumpster or other receptacle for garbage in a location in the Common Elements determined by the Association from time to time.

8.6 **Subdivision of a Unit**. No Unit may be subdivided or partitioned.

8.7 **Firearms and Incendiary Devices**. No Owner, Resident, Guest, or other person shall discharge firearms or possess or use incendiary devices within the Project. The term "firearms" includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

8.8 **Temporary Structures**. No Owner or resident may place upon any part of the Project any temporary structures including but not limited to tents, trailers, or sheds, without the prior written consent of the Board, with consent may be withheld in the Board's sole discretion. Anything to the contrary notwithstanding and until the expiration of the Declarant Control Period, Declarant may install and use temporary structures in the construction and development of the Project and the marketing of Units.

8.9 **Landscaping**. No Owner may install any landscaping on any portion of the Common Elements without the prior written consent of the Board, which consent may be withheld in the Board's sole discretion. The Declarant shall install landscaping in the Common Elements, and the Association shall maintain such landscaping.

8.10 **Exterior Alteration**. No Owner may make any alterations or modifications to the exterior of any Buildings, fences, railings, or walls situated within the Project without the prior written consent of the Board, which consent may be withheld in the Board's sole discretion.

8.11 **Signs; Flags**.

(a) No signs, banners, or other forms of signage (each, a "**sign**") may be erected or displayed on the Common Elements or any Unit if such sign is visible from outside the Unit, except in accordance with this Section. An Owner seeking to sell or rent such Owner's Unit may exhibit one "For Sale" or "For Rent" sign of customary and reasonable size in such Owner's Unit without the prior written consent of the Board. Notwithstanding any provision in this Declaration to the contrary, so long as the Declarant retains ownership of any 'Units, Declarant may erect such signs as it reasonably determines are necessary for the sale or promotion of such Units.

(b) The Board has the right to regulate the display of flags within the Project, including the right to prohibit the display of flags and the right to require removal of flags the Board deems inappropriate in its sole discretion; provided, however, that, with respect to displays of the flag of the United States of America, such regulation may not violate the provisions of Utah Code Section 57-8a-219 or any other applicable law.

(c) Notwithstanding anything to the contrary in this Declaration, political campaign signs may be displayed in a Unit, and the Board may not regulate the content of

any such signs, but the Board may regulate the time, place, and manner of posting political signs; and may establish design criteria for political signs.

8.12 **Solar Equipment**. No Owner may install any solar energy device without the prior written consent of Board, which consent shall not be unreasonably withheld. If approved, solar panels are to be integrated into the roof design, and the Association shall, at the expense of the Owner of any Unit served by solar panels, repair any damage to the roof resulting from the installation, presence, or use of such solar panels. Solar panels and frames must be compatible with roof colors, and all equipment must be screened from view.

8.13 **Business Use**. No business or other commercial activity may be conducted in or from any Unit unless: (a) the existence or operation of the business or commercial activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business or commercial activity conforms to all zoning requirements for the Project and is properly licensed; (c) the business or commercial activity does not involve customers or clients coming onto the Project who do not reside in the Project or door-to-door solicitation of residents of the Project; and (d) the business or commercial activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents, as may be determined in the sole discretion of the Board. Notwithstanding the foregoing, the leasing of a Unit in compliance with applicable provisions of the Governing Documents will not be considered a business or commercial activity.

8.14 **Parking and Vehicles**. No vehicles, trailers, or other equipment may be parked or stored on the Common Elements within the Project, except in designated parking stalls. No inoperative or unlicensed vehicle may be parked or stored on any portion of the Project. No recreational vehicles, including without limitation all-terrain vehicles, side-by-sides, four-wheelers, motor homes, tractors, golf carts, mobile homes or trailers (either with or without wheels), campers, camper trailers, boats or other watercraft, and boat trailers, may be parked or stored in the Project unless such vehicle is the primary vehicle of a Resident, is street-legal, and will fit within a standard parking space with sufficient space on each side. The Board may promulgate further Rules and Regulations regulating parking and provide for enforcement of parking restrictions in the Project.

8.15 **Antennae**. Satellite dishes (not to exceed one meter in diameter), antennae, and other telecommunications reception devices may be located by an Owner or Tenant entirely within any area over which such Owner or Tenant has exclusive control, such as a balcony or patio, but may not be attached to or go through any part of the Building, Common Elements, roofs, windows or sills. If a satellite dish is used, such dish must be installed in such a manner that it will not be accidentally dislodged or pose a safety hazard to any person. The Owner of a Unit in or for which a satellite dish or antennae is installed shall be responsible and liable for any damage to property or injury to persons caused by such satellite dish or antennae.

8.16 **Windows and Window Coverings**. No aluminum foil, newspapers, reflective film coatings, or any other similar materials may be used to cover any exterior window of any Unit. Sunshades and tinted windows are allowed.

8.17 **Animals.**

(a) No animals, livestock, birds, insects, or poultry of any kind (each, an "**animal**" and collectively, "**animals**") may be raised or bred on any portion of the Project.

(b) Not more than two domesticated dogs and/or cats or other small household pets may be kept in any Unit. No animal of any kind may be kept in any Unit for any commercial purpose.

(c) The keeping of animals and their ingress and egress to the Common Elements are subject to such Rules and Regulations as may be adopted by the Board. All animals kept within the Project must be licensed and inoculated as required by law. All animals must be on a leash at all times when outside a Unit except in portions of the Common Elements specifically designated as off-leash areas, which areas will be appropriately fenced ("**Off-Leash Areas**"). If any animal in an Off-Leash Area behaves aggressively toward any other animal or any person, the Association may prohibit that animal from using the Off-Leash Areas. The owner of an animal shall immediately remove droppings left by the animal upon the Common Elements or any other portion of the Project.

(d) If the owner of any animal fails to comply with the requirements of this Section or any Rules and Regulations applicable to pets, the Board may, after notice and an opportunity for a hearing in accordance with Section 12.7, bar such animal from use of or travel upon the Common Elements and may impose fines or costs in accordance with Section 12.5. In addition, if an animal's owner does not remove droppings left by the animal on the Common Elements, or if an animal endangers the health or welfare of any Owner or Resident or creates a nuisance (*e.g.*, unreasonable barking, howling, whining or scratching) or an unreasonable disturbance, all as may be determined in the sole discretion of the Board, then the animal may be permanently removed from the Project upon fourteen (14) days prior written notice to the Owner from the Association. An Owner or Resident who receives such a notice may, within such fourteen (14) day period, request a hearing in accordance with Section 12.7, in which event such Owner or Resident may keep the animal in the Project until such hearing has been held and a determination made by the Board, except that if an animal presents a foreseeable danger to persons in the Project, the Board may require the animal to be removed before the hearing.

(e) Any Owner or Resident who keeps an animal within the Project shall indemnify and hold harmless the Association, each other Owner and Resident, and the Declarant from and against any loss, claim, or liability of any kind or character arising out of or resulting from the keeping of such animal within the Project.

(f) Nothing contained in this Section prohibits the keeping within the Project of any assistance animal or any other animal if such prohibition would constitute a violation of the Fair Housing Act or any similar law. The Board may promulgate Rules and Regulations regarding assistance animals consistent with applicable law.

8.18 **Insurance**. Nothing may be done or kept in, on or about any Unit or the Common Elements which may result in the cancellation of any insurance on the Project or an increase in the rate of the insurance on the Common Elements over what the Board, but for such activity, would pay.

8.19 **Laws**. Nothing may be done or kept in, on or about any Unit or Common Elements, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

8.20 **Damage or Waste**. No Owner, Resident, or Guest may cause damage or waste to or on the Common Elements, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by that Owner or Resident or that Owner's or Resident's Guest.

8.21 **Mail Boxes**. Mail boxes will be installed by Declarant. Any replacement mail boxes must be approved in writing by the Board prior to installation.

8.22 **Leases**. All leasing or rental of any Unit must be in compliance with the following:

(a) Any agreement for the leasing, rental, or occupancy of a Unit (hereinafter referred to as a "**Lease**") must be in writing. Every Lease must provide that its terms are subject in all respects to the provisions of the Governing Documents, and that any failure by the tenant thereunder to comply with the terms of the foregoing documents is a default under the Lease. If any Lease does not contain the foregoing provisions, such provisions will nevertheless be deemed to be a part of the Lease and binding on the Owner and tenant by virtue of their inclusion in this Declaration.

(b) Any Unit subject to an HDHO Restriction may be rented only for the purposes allowed in, and in compliance with, the HDHO Restriction and Section 4.7.3 of the Grand County Land Use Code.

(c) No Owner may lease its Unit for transient, hotel, or rental pool purposes, or for an initial term less than thirty (30) days. Without limiting the generality of the foregoing, no Owner may lease its Unit or any portion thereof on Airbnb, Vrbo, or other similar website or service.

(d) No Owner may lease individual rooms to separate persons or lease less than an entire Unit. This means, among other things, that although an Owner who lives in a Unit may have a Roommate (as defined below) or Roommates who pay rental to such Owner, each Roommate shall have access to the entire Unit, with the sole exception of any bedroom or bathroom that is assigned solely to the Owner or another Roommate (each, a "**Private Room**"). All living, dining, kitchen, and other areas in the Unit other than any Private Room shall be fully available to and for the use of all Roommates, and there may not be any physical partitions or barriers in the Unit preventing access to any portion of the Unit (other than any Private Room) by any Roommate. As used in this subsection, "**Roommate**" means any person who is eighteen years old or older who lives in the Unit

with the Owner and who is not a spouse, grandparent, parent, child, grandchild, or sibling of the Owner.

(e) Any Owner who leases a Unit shall be responsible for assuring compliance by the tenants with the Governing Documents. Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against a tenant who is in violation of the Governing Documents within ten (10) days after receipt of written demand so to do from the Board will entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against such tenant. Neither the Association nor any Manager will be liable to the Owner or tenant for any eviction under this Section that is made in good faith, and the Owner shall repay to the Association any expenses incurred by the Association, including attorney's fees and costs of suit, and if the Owner fails to make such repayment within ten (10) days after receipt of a written demand therefore, such expenses will constitute an Individual Assessment against the Owner and the Owner's Unit. If such Individual Assessment is not paid within thirty (30) days of its due date, the Board may resort to all remedies of the Association for the collection thereof.

ARTICLE 9. INSURANCE

9.1 **Insurance**. The Association shall obtain insurance as required in this Declaration and as required by the Act. In addition, the Association may, as the Board considers appropriate, obtain additional types of insurance, or greater coverage, than the insurance and coverages required below.

(a) *Property Insurance.* The Association shall obtain and maintain at all times blanket property insurance or guaranteed replacement cost insurance on the physical structures in the Property, including the Common Elements and the Units, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, with total coverage not less than 100% of the full replacement cost of the insured property at the time the insurance is purchased and at each renewal date, excluding only items normally excluded from property insurance policies. Such property insurance must include coverage for any fixture, improvement, or betterment installed at any time to a Unit or to a Limited Common Element, whether installed in the original construction or in any remodel or later alteration, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to a Unit or to a Limited Common Element. The property insurance policy must provide that each Owner is an insured person.

(b) *Liability Insurance.* The Association shall obtain and maintain at all times liability insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements, in an amount determined by the Board but not less than Two Million Dollars ($2,000,000.00) for any single occurrence. The liability insurance policy must provide that each Owner is an insured person, but only for liability arising from (i) the Owner's ownership interest in the Common Elements; (ii) maintenance,

repair, or replacement of Common Elements; and (iii) the Owner's membership in the Association.

(c) *Flood Insurance.* If any part of the Property is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, the Association shall maintain a policy of flood insurance covering the Project or, at a minimum, that portion of the Property located within the Special Flood Hazard Area, in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Program for the Insurable Property within any portion of the Property located within a designated flood hazard areas; or (ii) one hundred percent (100%) of the insurable value of the Property.

(d) *Directors and Officers Insurance; Theft and Embezzlement Insurance.* The Board may, but is not obligated to, obtain (i) Directors' and Officers' liability insurance protecting the Board, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and/or breach of contract, and (ii) insurance covering the theft or embezzlement of funds from the Association.

9.2 **Waiver of Subrogation against Owners and Association.** All property and liability policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

9.3 **Loss; Deductibles.**

(a) If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner, then the Association's policy provides primary insurance coverage, the Owner is responsible for the Association's policy deductible, and the Owner's policy applies to that portion of the loss attributable to the Association's policy deductible.

(b) An Owner that has suffered damage to a Unit ("**Unit Damage**") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy (a "**Covered Loss**") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to the Unit Damage ("**Unit Damage Percentage**") for that Unit to the amount of the deductible under the Association's property insurance policy.

(c) If an Owner does not pay the amount required under Subsection (b) above within 30 days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Element appurtenant to the Unit, the Association may levy an Individual Assessment against the Owner for that amount.

(d) The Association shall keep in a segregated bank account an amount equal to the Association's property insurance policy deductible or $10,000, whichever is less. This requirement does not apply to any earthquake or flood insurance deductible.

(e) If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

(f) The Association shall provide notice to each Owner of the Owner's obligation under this Section for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. A failure to provide notice does not invalidate or affect any other provision in this Declaration.

9.4 **Insurance Trustee.** In the discretion of the Board or upon written request executed by Owners holding at least 50% of the Undivided Interests, the Board shall hire and appoint an insurance trustee with whom the Association shall enter into an insurance trust agreement (an "**Insurance Trustee**"), for the purpose of exercising such rights under this paragraph as the Owners or Board (as the case may be) require.

9.5 **Association's Right to Negotiate Claims and Losses and Receive Proceeds.** Insurance proceeds for a loss under the Association's property insurance policy are payable to an Insurance Trustee, if one is designated, or to the Association, and will not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds will be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds will be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, will be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including the collection, receipt of, and appropriate disposition of all insurance proceeds; the execution of releases of liability; and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, irrevocable, and binding on any heirs, personal representatives, successors, or assigns of an Owner.

9.6 **Amendments to this Section to Comply with Applicable Law.** These insurance provisions are intended to comply with current Utah law. It is further intended that any future changes to the insurance law applicable to condominium associations shall apply to this Association. Notwithstanding anything contrary in this Declaration, the Board may unilaterally,

without approval of the Owners, amend this Article to comply with future changes to applicable law.

ARTICLE 10. DESTRUCTION; CONDEMNATION; RESTORATION

10.1 **Definitions.** As used herein, each of the following terms have the meaning indicated:

"**Available Funds**" means any proceeds of insurance, Condemnation awards, payments in lieu of Condemnation and other uncommitted funds held by the Board, including amounts contained in any reserve or contingency fund. Available Funds do not include any portion of insurance proceeds legally required to be paid to any party other than the Board, including a Mortgagee, or any portion of any Condemnation award or payment in lieu of Condemnation payable to an Owner or its Mortgagee for the Condemnation of the Condominium Unit in which it is interested.

"**Condemnation**" means any action or proceeding in which any interest in the Property is taken for any public or quasi-public purpose by any lawful authority through exercise of the power of eminent domain or by purchase or other means in lieu of such exercise.

"**Estimated Cost of Restoration**" means the estimated cost of Restoration as determined by the Board in its sole discretion.

"**Restoration**" means restoration of the Property to the extent reasonably possible in accordance with this Declaration, the Plat and the original plans and specifications for the Property and to substantially the same condition in which the Property existed prior to the damage or destruction concerned, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before, and to the extent not so possible, "Restoration" means restoration of the Property to an attractive, sound and desirable condition. Any Restoration not in accordance with this Declaration, the Plat and the original plans and specifications for the Project may be undertaken only with the consent of Eligible Mortgagees holding Mortgages on Units which have appurtenant at least 51% of the Undivided Interests which are then subject to Mortgages held by Eligible Mortgagees.

"**Restored Value**" means the value of the Property after Restoration.

"**Substantial Condemnation**" means the occurrence of: (a) the Condemnation of all of the Property; or (b) the Condemnation of part of the Property where the Estimated Costs of Restoration is 75% or more of the estimated Restored Value of the Property. "**Partial Condemnation**" means the occurrence of any Condemnation which is not a Substantial Condemnation.

"**Substantial Destruction**" means the occurrence of any damage or destruction of the Property where the Estimated Cost of Restoration is 75% or more of the estimated Restored Value of the Property. "**Partial Destruction**" means the occurrence of any damage or destruction to the Property which is not a Substantial Destruction.

10.2 **Board Determinations**. On the occurrence of any Condemnation of, or damage or destruction to, the Property, the Board shall make a determination as to whether the Estimated Cost of Restoration is 75% or more of the estimated Restored Value of the Property. In making such determinations the Board may (but is not obligated to) retain and rely on one or more qualified appraisers or other professionals.

10.3 **Restoration**. Restoration of the Property will be undertaken by the Board promptly without a vote of the Owners on the occurrence of Partial Condemnation or Partial Destruction, and will also be undertaken on the occurrence of Substantial Condemnation or Substantial Destruction unless the election to not undertake Restoration is consented to by not less than two-thirds of the Total Votes and is further consented to by Eligible Mortgagees holding Mortgages on Units which have appurtenant at least 51% of the Undivided Interests which are then subject to Mortgages held by Eligible Mortgagees. Within 30 days after the Board has determined that Substantial Condemnation or Substantial Destruction has occurred, it shall send to each Owner and Eligible Mortgagee a written description of the Condemnation or the damage or destruction involved, shall take appropriate steps to ascertain the preferences of the Eligible Mortgagees concerning Restoration and shall, with or without a meeting of the Owners (but in any event in accordance with the applicable provisions of this Declaration), take appropriate steps to determine the preferences of the Owners regarding Restoration. If Condemnation awards, payments in lieu of Condemnation or insurance proceeds actually received by the Board exceed the cost of Restoration when Restoration is undertaken, then the excess shall be paid and distributed to the Owners in proportion to their respective Undivided Interests or, in the discretion of the Board, held to defray future Common Expenses. Payment to any Owner whose Unit is then the subject of a Mortgage must be made jointly to such Owner and the interested Mortgagee. If the cost of Restoration exceeds Available Funds, then the Association shall assess the deficiency to all of the Units on the basis of their respective Undivided Interests. If all or any portion of one or more Units is damaged or destroyed but is not the subject of Restoration (even through the Property will continue as a condominium project) or is taken in a Condemnation, then the Undivided Interest of such Unit or Units will immediately be reallocated to the remaining Units in accordance with the method set forth in Section 10.6 below.

10.4 **Sale of Property**. Unless Restoration is accomplished pursuant to Section 10.3, the Property will be sold following the occurrence of Substantial Condemnation or Substantial Destruction. On such sale, condominium ownership under this Declaration and the Plat will terminate, and the Board shall distribute the proceeds of sale and any Available Funds to the Owners in proportion to their respective Undivided Interests. Payment to any Owner whose Unit is then the subject of a Mortgage must be made jointly to such Owner and the interested Mortgagee.

10.5 **Authority to Represent Owners**. The Board, as attorney-in-fact for each Owner, shall represent all of the Owners in any Condemnation or in negotiations, settlements and agreements with the condemning authority for the acquisition of all or any part of the Property. The award in any Condemnation and the proceeds of any settlement related thereto will be payable to the Association for the use and benefit of the Owners and their Mortgagees as their respective interests may appear. The Board, as attorney-in-fact for each Owner, shall have and is granted full power and authority to restore or to sell the Property and each Unit therein wherever Restoration or sale, as the case may be, is undertaken as provided above. Such authority includes the right and

power to enter into any contracts, deeds or other instruments which may be necessary or appropriate for Restoration or sale.

10.6 **Reallocation of Interests on Condemnation.** If any Unit is taken by Condemnation, then the Undivided Interest appurtenant to such Unit will thereafter be appurtenant to the remaining Units, being allocated to the remaining Units in proportion to their respective Undivided Interests. The court shall enter a decree reflecting the reallocation of the Undivided Interests so produced, and the award must include, without limitation, just compensation to the Owner of any Unit taken for its Undivided Interest as well as for its Unit. If any portion of any Unit is taken by Condemnation, then the court shall determine the fair market value of the portion of the Unit not taken, and the Undivided Interest appurtenant to such Unit will be reduced in proportion to the diminution in the fair market value of such Unit resulting from such Condemnation. The Undivided Interest thus divested from the Owner of such Unit will be reallocated among such Unit and the other Units in proportion to their respective Undivided Interests, with any Unit partially taken in Condemnation participating in the reallocation on the basis of its Undivided Interest as reduced in accordance with the preceding sentence. The court shall enter a decree reflecting the reallocation of the Undivided Interest so produced, and the award must include, without limitation, just compensation to the Owner of any Unit partially taken for that portion of its Undivided Interest divested from it and not revested in it as well as for that portion of its Unit taken by Condemnation. If, however, the Condemnation of a portion of any Unit makes it impractical to use the remaining portion of such Unit for any lawful purpose permitted by this Declaration, then the entire Undivided Interest appurtenant to such Unit will thereafter be appurtenant to the remaining Units, being allocated to the remaining Units in proportion to their respective Undivided Interests, and the remaining portion of such Unit will thereafter be part of the Common Elements. The court shall enter a decree reflecting the reallocation of Undivided Interests so produced, and the award include, without limitation, just compensation to the Owner of such Unit for its entire Undivided Interest and for its entire Unit.

10.7 **Allocation of Proceeds upon Partial Condemnation.** If a portion of the Common Elements is taken by Partial Condemnation, then the award for it will be allocated to the Owners in proportion to their respective Undivided Interests.

ARTICLE 11. MORTGAGEE PROTECTION.

11.1 **Eligible Mortgagee.** Upon written request to the Association by a Mortgagee (which request identifies the name and address of such holder and the Unit number or address of the property encumbered by the Mortgage held by such Mortgagee), such Mortgagee will be deemed thereafter to be an "**Eligible Mortgagee**" included on the appropriate lists maintained by the Association, and will be entitled to timely written notice of any of the following:

(a) Condemnation Loss or Award. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a Mortgage held by such Eligible Mortgagee.

(b) Delinquency. Any delinquency in the payment of Assessments owed by an Owner of a Unit subject to a Mortgage held by such Eligible Mortgagee, which delinquency remains uncured for a period of sixty (60) days.

(c) Lapse of Insurance. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Consent Required. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.

11.2 **Matters Requiring Prior Eligible Mortgagee Approval.**

(a) The prior written consent of not less than fifty-one percent (51%) of Eligible Mortgagees is required to:

(i) amend any material provision of this Declaration which changes the allocation of responsibility for maintenance and repairs, changes the amounts and other requirements of insurance or fidelity bonds required hereunder or reallocates the responsibility for obtaining such insurance, places additional restrictions on the rights to use the Common Elements, or expressly benefits Mortgagees;

(ii) amend this Declaration to add any provision which would impose any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey a Unit; or

(iii) terminate this Declaration.

(b) Any addition or amendment will not be considered material if it is for clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee will be mailed, postage prepaid, to the address for such Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing will be deemed to have approved the proposal.

11.3 **Availability of Governing Documents and Financial Statements.** The Association shall maintain and have current copies of the Governing Documents as well as its own books, records, and financial statements available for inspection, upon reasonable notice and at reasonable hours, by any Eligible Mortgagee.

11.4 **Priority of Declaration; Subordination of Lien.** Any Mortgage or other encumbrance of any Unit is subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration will be binding upon any owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise. Notwithstanding the foregoing, the lien or claim against a Unit for unpaid Assessments or charges levied by the Association pursuant to this Declaration is subordinate to a first or second Mortgage affecting such Unit if the first or second Mortgage was recorded before the unpaid Assessment

was due, and the Mortgagee thereunder which obtains title to the Unit will take title free of such lien or claim for unpaid Assessment or charges which accrue prior to foreclosure of the first or second Mortgage by judicial proceedings or power of sale, or taking of a deed in lieu of foreclosure.

ARTICLE 12. ENFORCEMENT; DISPUTE RESOLUTION.

12.1 **Agreement to Encourage Resolution of Disputes without Litigation.**

(a) Declarant, the Association, and all Owners and Residents (each, a "**Bound Party**") agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Project without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim (as defined below), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in this Section in a good faith effort to resolve such Claim.

(b) As used in this Section, "**Claim**" means any claim, grievance, or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligation, and duties of any Bound Party under the Governing Documents;

except that the following are not considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 12.2 below:

(1) any suit by the Association to collect Assessments or other amounts due from any Owner;

(2) any suit by the Association against one or more Owners to obtain injunctive relief;

(3) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(4) any suit in which any indispensable party is not a Bound Party; and

(5) any suit as to which any applicable statute of limitations would expire within 180 days after the giving of Notice required by Section 12.2 below.

12.2 **Dispute Resolution Procedures.**

(a) Notice. The Bound Party asserting a Claim (the "**Claimant**") against another Bound Party (the "**Respondent**") shall give written notice to each Respondent and to the Board stating plainly and concisely:

(i) the nature of the Claim, including the persons involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (*i.e.,* the specific authority out of which the Claim arises;

(iii) the Claimant's proposed resolution or remedy; and

(iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Claimant and the Respondent shall make good faith efforts to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation. If the parties have not resolved the Claim through negotiation within thirty (30) days after the date of the Notice (or within such other period as the parties may agree), the Claimant will have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Grand County area. If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant will be deemed to have waived the Claim, and the Respondent will be relieved of any and all liability to the Claimant (but not to third parties) on account of such Claim. If the parties do not settle the Claim within thirty (30) days after submission of the Claim to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date the mediation was terminated. The Claimant will thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate. Each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally all fees charged by the mediator.

(d) Settlement. Any settlement of a Claim through negotiation or mediation must be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award will, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportion) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

(e) Initiation of Litigation by the Association. In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association may not initiate any judicial or administrative proceedings unless first approved by a vote of not less than sixty percent (60%) of the Eligible Votes cast at an annual or special meeting of the Association; except that no such approval is required for actions or proceedings:

(i) initiated during the Declarant Control Period;

(ii) initiated to enforce the provisions of this Declaration, including collection of Assessments and foreclosure of liens;

(iii) initiated to challenge property tax or condemnation proceedings;

(iv) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(v) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

12.3 **Enforcement and Right to Recover Attorney's Fees and Costs.** Subject to the provisions of Section 12.2 above, the Association, or any Owner may take action, at law or in equity, to enforce the terms, covenants or conditions of the Governing Documents. Should the Association or any Owner take action to enforce the Governing Documents, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, the prevailing party in such action may recover all costs incurred in such action, including reasonable attorney's fees. Failure by the Association or any Owner to enforce any provision of this Declaration or the other Governing Documents will in no event be deemed a waiver of the right to do so thereafter. The provisions of this Section are in addition to and not in limitation of any rights or remedies provided in any other Section of this Declaration.

12.4 **Self Help Rights of Association.**

(a) If an Owner fails properly to perform such Owner's maintenance responsibilities or otherwise fails to comply with any provision of this Declaration, the Association may perform the required maintenance or perform the obligation or otherwise take steps to abate the violation and assess its costs against the Unit and the Owner as an Individual Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

(b) If an emergency exists in which failure to act could endanger life or property, the Association may without prior notice to an Owner enter onto or into a Unit and take such action as may be necessary to abate the emergency. If the emergency was caused by or attributable to the negligence or misconduct of the Owner, the Association shall assess the costs incurred by the Association in correcting the emergency to the Owner as an Individual Assessment.

(c) The Association may cause to be towed any vehicle which is in violation of parking or other restrictions contained in the Governing Documents, and the owner of the vehicle shall be responsible for the towing costs and the costs of any storage of the vehicle after towing.

12.5 **Fines.**

(a) The Board may assess fines against an Owner, in accordance with this Section 12.5, for a violation of the Governing Documents by the Owner or its tenants or Guests.

(b) If an Owner, Resident, or Guest commits a material violation of the Governing Documents other than a failure to pay an Assessment, then, prior to disciplinary action resulting from such violation, the Board shall provide to the Owner of the applicable Unit written notice (a "**Violation Notice**") (i) describing the violation and identifying the provision of the Governing Documents violated; (ii) stating that the Board will assess a fine or fines against the Owner if a continuing violation is not cured or if the Owner or its tenants or Guests commit violations of the same provision within one year after the date of the Violation Notice; and (iii) if the violation is a continuing violation, stating a time by which the Owner must cure the violation, which time may be not less than 48 hours after the date on which the Violation Notice is given to the Owner.

(c) The Board may assess a fine against an Owner if (i) within one year after the day on which the Board gives an Owner a Violation Notice, the Owner commits another violation of the same rule or provision identified in the Violation Notice, or for a continuing violation, the Owner does not cure the violation within the time period that is stated in the Violation Notice.

(d) After the Board assesses a fine against an Owner under this Section 12.5, the Board may, without further warning and with no right to another hearing, assess an additional fine against the Owner each time the Owner or its tenants or Guests commit a violation of the same rule or provision within one year after the day on which the Board assesses a fine for a violation of the same rule or provision; or allows a violation to continue for ten days or longer after the day on which the Board assesses the fine.

(e) A fine assessed under this Section 12.5 will be in the amount provided for in the Rules and Regulations, not to exceed the amount allowed by any applicable law, and will constitute an Individual Assessment against the Owner.

12.6 **Suspension of Use Rights.** The Board may suspend the voting rights of an Owner who is in violation of any provision of the Governing Documents, and/or suspend the rights of an Owner who is in violation of any provision of the Governing Documents for that Owner and its tenants or Guests to use any recreational portions of the Common Elements; provided, however, that the right of an Owner or its tenants or Guests to access such Owner's Unit may not be suspended or denied.

12.7 **Notice and Hearing.**

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(a) An Owner who is assessed a fine may request an informal hearing before the Board to dispute the disciplinary action within thirty days after the day on which the Owner receives notice of the disciplinary action. If a hearing is requested within the time period provided for herein, then the Board shall schedule a hearing to be conducted in compliance with procedures included in the Rules and Regulations and with any applicable law.

(b) The determination of the Board after a hearing held in accordance with this Section 12.7 will be final, subject to any rights of appeal provided under applicable law.

(c) Nothing herein shall be construed to prevent the Board from exercising the self-help rights of the Association under Section 12.4 above, and no hearing is required in connection with the exercise of such rights.

12.8 **Declarant's Rights** .

(a) All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. All references in this Declaration to Declarant are deemed to include any successor to Declarant, either by operation of law or through specific assignments of rights under the Declaration.

(b) Anything in this Declaration to the contrary notwithstanding, during the Declarant Control Period:

(i) Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Condominium Unit or any portions thereof. Recordation of such an amendment will be deemed conclusive proof of the institution's request for such an amendment, and such amendment, when recorded, will be binding upon all of the Property and all persons having an interest therein.

(ii) This Declaration may be amended or terminated only with the written approval of the Declarant. The Declarant may unilaterally amend or terminate this Declaration prior to the closing of a sale by Declarant of any Unit.

12.9 **Initial Development and Construction**.

(a) As used in this Section, the following terms have the meanings given them below:

"**Contractor**" means any contractor licensed in the State of Utah that furnished labor, materials, or equipment for the Initial Construction pursuant to a contract with the Declarant.

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"**Design Professional**" means any architect, engineer, or surveyor licensed in the State of Utah that performed professional services for the Initial Construction pursuant to a contract with the Declarant.

"**Initial Construction**" means the design and construction of the Improvements, including all services, labor, materials, and equipment furnished for the improvement thereof, that achieved Substantial Completion within six (6) years of date of the recording of this Declaration.

"**Substantial Completion**" means the stage in the progress of the Initial Construction when the Initial Construction or designated portion thereof is sufficiently complete so that it can be put to its intended use.

(b) In all claims and causes of action by the Association, whether in contract, tort, or otherwise arising out of or related to the Initial Construction, against Declarant, a Design Professional, a Contractor, any consultants of a Design Professional, or any subcontractors of a Contractor, the Association shall attach as an exhibit to its first Complaint filed with a court of competent jurisdiction an affidavit of a third-party licensed in the State of Utah in the same profession, area of practice, or construction trade as each defendant and who is competent to testify. Each affidavit must set forth specifically a professional opinion as to each act, error, or omission alleged in the Complaint against the respective defendant that caused the Association's alleged damages and the factual basis for each such opinion. The Association's failure to file the affidavit in accordance with this Section 12.9 will result in dismissal with prejudice of any claim described in this Section 12.9 against the particular defendant for which such affidavit is required and an award of reasonable attorney fees and expenses incurred by the particular defendant, its insurer, or any other person or entity on behalf of that defendant in defending against the allegations of the Complaint.

(c) The Association may commence all claims and causes of action, whether in contract, tort, or otherwise arising out of or related to the Initial Construction, against Declarant, a Design Professional, a Contractor, any design consultants of a Design Professional, or any subcontractors of a Contractor not more than four (4) years after the respective date of Substantial Completion of each portion of the Initial Construction for which the claim or cause of action is made. The Association waives all claims and causes of action not commenced in accordance with this section.

(d) During the four (4) years following the date of Substantial Completion of the Initial Construction, the Association shall schedule an annual walkthrough of all Common Elements with the Association's maintenance personnel and a representative of Declarant for the purpose of identifying items potentially in need of repair or maintenance within the next year. The Association shall give at least thirty (30) days prior written notice of the date and time of the walkthrough to Declarant, which time and date must be during normal business hours. The Association shall conduct each walkthrough and keep a record of the items identified regardless of any lack of participation by Declarant.

(e) As an express condition precedent to the Association bringing any claim or cause of action, whether in contract, tort, or otherwise arising out of or related to the Initial Construction, against Declarant, a Design Professional, Contractor, any consultants of a Design Professional, or any subcontractors of a Contractor, the Association shall give written notice by United States Postal Service certified mail, return receipt requested, of an alleged defect in the Initial Construction to Declarant, all Design Professionals, and all Contractors within thirty (30) days of first discovering the alleged defect, and Declarant and each Design Professional and Contractor will then have ninety (90) days from the mailing date of the last written notice to any of them to cure such alleged defect. The Association's failure to provide notice will result in dismissal with prejudice of any claim and an award of reasonable attorney fees and expenses incurred by any defendant, its insurer, or any other person or entity on behalf of that defendant in defending against the alleged defect.

(f) To the extent damages are covered by insurance, the Association waives all rights against Declarant, any Design Professional, Contractor, any consultants of a Design Professional, and any subcontractors of a Contractor for damages, except such rights as the Association may have to the proceeds of such insurance.

(g) The Association waives any claim or cause of action for consequential damages arising out of or relating to the Initial Construction, against Declarant, any Design Professional, Contractor, any consultants of a Design Professional, and any subcontractors of a Contractor.

(h) A vote in favor of at least 75% of the voting members of the Association is an express condition precedent to the Association bringing any claim or cause of action, whether in contract, tort, or otherwise arising out of or related to the Initial Construction, against Declarant, any Design Professional, Contractor, any consultants of a Design Professional, or any subcontractors of a Contractor.

12.10 **County Rights**. Grand County may, but has no obligation to, enforce the terms and provisions contained in this Declaration.

ARTICLE 13. MISCELLANEOUS.

13.1 **Amendment**. This Declaration and/or the Plat may be amended only by a vote of at least sixty-seven percent (67%) of the Total Votes and, if required pursuant to this Declaration, the consent of the required percentage of Eligible Mortgagees. Any amendments so authorized will be accomplished through the recordation of an instrument executed by the Board. In such instrument the Board shall certify that the required vote for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained. Notwithstanding the foregoing, any amendment or termination of this Declaration which affects the ownership or maintenance of the Common Elements shall require the approval of Grand County.

13.2 **Removal of Property from Act**. The Owners may remove the Property from the provisions of the Act by an affirmative vote of Owners holding seventy-five percent (75%) of the Total Votes, at a meeting of Owners duly called for such purpose, provided that all liens affecting the Condominium Units will be transferred to the undivided interest of each Owner in the Property. On removal of the Property from the provisions of the Act, the Property will be owned by the Owners as tenants in common, with each Owner owning an undivided interest in the equal to the Undivided Interest previously owned by such Owner. Any removal so authorized will be accomplished through the recordation of an instrument in the County Records executed (solely) by the Board. In such instrument the Board shall certify that the vote required by this Section for removal has occurred. The removal provided for in this Section will not bar the subsequent resubmission of the Property to the provisions of the Act.

13.3 **Sale of Property**. The Owners may, by an affirmative vote of not less than seventy-five percent (75%) of the Total Votes, elect to sell or otherwise dispose of the Property. Such action will be binding upon all Owners, and every Owner shall execute and deliver such instruments and perform all acts as in manner and form may be necessary to effect the sale. Notwithstanding the foregoing, sale of the Property in the event of damage, destruction, or condemnation will be governed by the provisions of Section 10.4 above.

13.4 **Declarant's Right to Amend**. Notwithstanding anything to the contrary herein, the Declarant reserves the right to amend this Declaration during the Declarant Control Period without the consent of any other Owners or any Eligible Mortgagee (i) if such amendment is necessary to bring this Declaration into compliance with any rule, regulation or requirement of the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any similar federal agency, or any local government having jurisdiction over the Project, or (ii) to make corrective changes.

13.5 **Declarant's Sales Program**. Notwithstanding anything to the contrary, until Declarant has sold all the Units owned by it in the Project (including any Units created by the Declaration on the Expansion Land), or the expiration of two (2) years after the date on which the last Unit (including any Units created by the Declarant on the Expansion Land) is completed, whichever occurs last, neither the Owners, Association, Board, or any member thereof may interfere with the completion of improvements or Declarant's sales program, and Declarant will have the following rights in furtherance of any sales, promotions or other activities conducted in the Project.

(a) Sales Office and Model Units. Declarant has the right to maintain one (1) or more sales offices and one (1) or more model Units in the Project at any one time. Such office and/or models may be one or more of the Units or Units owned by it, or one or more of any separate structures or facilities placed on the Project for the purpose of aiding Declarant's sales effort, or any combination of the foregoing;

(b) Promotional. Declarant has the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners, flags or similar devices at any place or places on the Project provided the same are in compliance with applicable ordinances and regulations.

(c) Common Elements Use. Declarant has the right to use the Common Elements of the Project to facilitate sales.

(d) Relocation and Removal. Declarant has the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed herein. Within a reasonable period of time after the conclusion of Declarant's sales program, Declarant shall remove from the Project any promotional signs, banners, flags or similar devices and any separate structure of facility which was placed on the Project for the sole purpose of aiding Declarant's sales effort.

13.6 **Limitation on Improvements by Association**. During the Declarant Control Period, neither the Association nor any Owner may, without the written consent of Declarant, make any improvement to or alteration in any of the Common Elements created or constructed by Declarant, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Elements as originally created or constructed by Declarant.

13.7 **Declarant's Rights Assignable**. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all Units in the Project then owned by Declarant will, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protection and controls which are accorded to Declarant (in its capacity as Declarant) herein.

13.8 **Transfer of Management**. Anything to the contrary notwithstanding, Declarant may at any time elect to relinquish its reserved right to select the Board and transfer management of the Project to the Association. If and when Declarant elects to do so, Declarant shall send written notification to each Owner of the effective date of the transfer (the "**Transition Date**") at least forty-five (45) days prior thereto. Thereupon, the Owners shall call a meeting to elect the members of their own Board to take office as of the Transition Date. Declarant covenants to cooperate with the Owners in effecting an orderly transition of management.

13.9 **Certain Provisions Applicable to Declarant**. Notwithstanding any other provision herein contained, the following provisions will be deemed to be in full force and effect, none of which will be construed so as to relieve the Declarant from any obligation of an Owner to pay Assessments, except as herein otherwise provided, as to each Unit owned by Declarant in accordance with the Declaration.

(a) Declarant specifically disclaims may intent to make or have made any warranty or representation in connection with the Project or the Declaration except as specifically set forth herein or in any agreement for sale of a Unit, and no person may rely upon any warranty or representation not so specifically made therein.

(b) No amendment may be made to this Declaration without the written consent of Declarant during the Declarant Control Period.

13.10 **Interpretation**. The captions which precede the Articles and Sections of the Governing Documents are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The unenforceability or invalidity of any portion of the Governing Documents shall not affect the validity or enforceability of the remainder hereof.

13.11 **Covenants to Run with Land**. Unless terminated as provided herein, this Declaration and all the provisions hereof constitute covenants that run with the land or equitable servitudes, as the case may be, and are binding upon and will inure to the benefit of the Association, all other signatories hereto, all parties who hereafter acquire any interest in a Unit, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. All Owners, Residents, and Guests shall comply with, and all interests in all Units are subject to, the terms of the Governing Documents and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Unit, the party acquiring such interest consents to, and agrees to be bound by, every provision of the Governing Documents.

13.12 **Security**. The Association may, but is not obligated to, maintain or support any systems, programs or activities within the Project designed to make the Project safer than it otherwise might be. Neither the Association nor the Board will in any way be considered insurers or guarantors of security within the Project, nor may they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners, Residents, and Guests, where applicable, acknowledge by taking occupancy of a Unit or entering the Project that neither the Association nor the Board represents or warrants that any security measures undertaken will ensure their safety, and further acknowledge that neither the Association nor the Board are insurers or guarantors of their safety, and they hereby expressly assume all risks for loss or damage to their person or property, and they further acknowledge that neither the Association nor the Board has made any representations or warranties, nor has such Owner, Resident, or Guest relied upon any representations or warranties, expressed or implied, regarding security in the Project.

13.13 **Effective Date**. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat will take effect upon its being recorded in the office of the County Recorder of Grand County, Utah.

13.14 **Conflicts Among Documents**. In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration will control. In case of conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation will control.

[Signature Pages Follow]

1187 Murphy Lane (Parcel No. 02-0008-0097)

Owner/Developer: 1187 South Murphy Lane, LLC

Name: Courtney M. Kizer
Title: Manager

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On January 4th, 2022, Courtney M. Kizer, as Manager of 1187 S Murphy Lane, LLC, a Utah Limited Liability Corporation, appeared before me and acknowledged and swore to me that the foregoing Declaration of Condominium was signed on behalf of 1187 S Murphy Lane, LLC by authority of its Articles of Organization, Operating Agreement, and the Managers' Certificate dated July 1, 2021.

NOTARY PUBLIC

RONNIE M JOHNSTON
Notary Public State of Utah
My Commission Expires on:
October 18, 2023
Comm. Number: 708813

1185 Murphy Lane (Parcel No. 02-0008-0094)

Owner/Developer: Courtney M. Kizer

Courtney M. Kizer

Owner/Developer: Stephen Evers

Stephen Evers

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On January 4th, 2022, Courtney M. Kizer and Stephen Evers appeared before me and acknowledged and swore to me that they executed the foregoing Declaration of Condominium

Development Agreement.

NOTARY PUBLIC

RONNIE M JOHNSTON
Notary Public State of Utah
My Commission Expires on:
October 18, 2023
Comm. Number: 708813

EXHIBIT A
to Declaration of Condominium
for Murphy Flats

That certain real property situated in Grand County, Utah and more particularly described as follows:

Phase I.
Beginning at a point being North 89°07'00" East along the North line Southwest 1/4 Section 8 1321.69 feet and South 15°01'00" East 343.60 feet from the West Quarter corner of Section 8, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and proceeding thence South 75°24'53" East 120.67 feet; thence South 59°29'33" East 91.25 feet; thence South 14°54'00" East (RECORD=S15°13'E) 256.20 feet to the North right-of-way of Murphy Lane; thence along said right-of-way with a curve having a radius of 745.20 feet, to the left with an arc length of 207.88 feet, (a chord bearing of North 69°20'32" West 207.21 feet) to a rebar and aluminum camp marked R.L.S. 1963; thence North 15°01'00" West 260.08 feet to the point of beginning, having an area 44,057 sq. ft., 1.01 Acres.

Reserving an access easement for ingress, egress and utilities over and across the Easterly 24 feet of said land.

Excepting therefrom 1/2 oil, gas, and minerals.

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

Phase II.
Beginning at a point on the North line Southwest 1/4 Section 8, said point being North 89°07'00" East 1321.69 feet from the West Quarter corner of Section 8, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and proceeding thence North 89°07'00" East (RECORD=N 89°03'E) 175.01 feet; thence South 14°54'00" East (RECORD=S15°13'E) 425.59 feet; thence North 59°29'33" West 91.25 feet; thence North 75°24'53" West 120.67 feet; thence North 15°01'00" West 343.60 feet to the point of beginning, having an area of 63,633 sq. ft., 1.46 acres.

Together with an access easement for ingress, egress and utilities over and across the Easterly 24 feet of the Johnson/Jones property as reserved in the Warranty Deed, recorded October 4, 1999 in book 539 at page 268 as entry no. 449419.

Also together with a 25 foot wide access and utility easement recorded April 24, 2001 in book 561 at page 68 as entry no. 453809.

Also together with a 25 foot wide access and utility easement recorded April 24, 2001 in book 561 at page 71 as entry no. 453810.

Excepting therefrom any oil, gas and other minerals, that have been previously reserved or transferred in prior documents.

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

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EXHIBIT B
to Declaration of Condominium for Murphy Flats

Square Footage and Allocation of Undivided Interests

Unit No.	Phase	No Beds	Square Footage	Percentage of Undivided Interest
101A	1	2	530	3.27%
101B	1	2	540	3.33%
102A	1	2	530	3.27%
102B	1	2	540	3.33%
103A	1	2	530	3.27%
103B	1	2	540	3.33%
104A	1	2	530	3.27%
104B	1	2	540	3.33%
105A	1	1	394	2.43%
105B	1	1	404	2.49%
105C	1	1	394	2.43%
105D	1	1	404	2.49%
106A	1	1	394	2.43%
106B	1	1	404	2.49%
106C	1	1	394	2.43%
106D	1	1	404	2.49%
107A	1	1	394	2.43%
107B	1	1	404	2.49%
107C	1	1	394	2.43%
107D	1	1	404	2.49%
201	2	2	748	4.62%
202A	2	2	530	3.27%
202B	2	2	540	3.33%
203A	2	2	530	3.27%
203B	2	2	540	3.33%
204A	2	2	530	3.27%
204B	2	2	540	3.33%
301A	2	2	530	3.27%
301B	2	2	540	3.33%
401	2	1	509	3.14%
402A	2	1	394	2.43%
402B	2	1	404	2.49%
402C	2	1	394	2.43%
402D	2	1	404	2.49%

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EXHIBIT C
to Declaration of Condominium
for Murphy Flats

BYLAWS OF MURPHY FLATS CONDOMINIUM ASSOCIATION, INC.

The following are the Bylaws of Murphy Flats Condominium Association, Inc., a Utah nonprofit corporation (the "**Association**"). All capitalized terms used but not defined herein have the meaning given them in the Declaration of Condominium for Murphy Flats, of even date herewith, pertaining to the Project (the "**Declaration**"), as it may be modified or amended from time to time.

1. **NAME AND LOCATION.** The name of the corporation is Murphy Flats Condominium Association, Inc. The principal office of the corporation is located at 301 S 400 E #209, Moab, UT 84532, or such other location as may be designated by the Board from time to time, but the meetings of Members (as defined below) and of the Board may be held at such places in the State of Utah as may be designated by the Board.

2. **PURPOSE; ASSENT.**

2.1 **Purposes**. The specific purposes for which the Association is formed are (i) to provide for the operation, administration, use and maintenance of the Units and the Common Elements within the Project; (ii) to administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby; (iii) to levy, collect and enforce the Assessments, charges and liens imposed pursuant hereto; (iv) to preserve, protect, and enhance the values and amenities of the Project; (v) to promote the health, safety, and welfare of the Owners, occupants, and users of the Project; and (vi) to engage in such other activities as may be allowed by the Declaration and approved by the Board.

2.2 **Assent**. All present and future Owners, Mortgagees, lessees and occupants of any Unit and any other persons who may use the Project or any portion thereof in any manner are subject to the Declaration, these Bylaws, and all Rules and Regulations made pursuant hereto and any amendments thereto. The acquisition, lease, or occupancy of a Unit constitutes acceptance and ratification of, and an agreement to comply with, the provisions of the Declaration and these Bylaws and any Rules and Regulations made pursuant thereto, as they may be amended from time to time.

3. **MEMBERSHIP.**

Each Owner of a Unit shall be, and no person or entity other than an Owner of a Unit may be, a member of the Association ("**Member**"). Membership in the Association for each Owner is mandatory, and not optional, and is appurtenant to and may not be separated from the ownership of a Unit. Membership in the Association will begin immediately and automatically upon acquisition of a Unit and will terminate immediately and automatically upon ceasing to be an Owner of a Unit, but such termination will not relieve or release any such former Owner from

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any liability or obligation incurred under the Declaration during the period of such ownership. Neither the issuance nor the holding of shares of stock is necessary to evidence membership in the Association. The rights and duties appertaining to membership in the Association, including voting rights, are governed by the Declaration. With respect to any matter coming before the Members for a vote, each Member is entitled to cast the number of votes equal to such Member's percentage ownership of the Common Elements of the Association, as set forth in the Declaration.

4. MEETINGS OF MEMBERS

4.1 **Annual Meetings**. The first annual meeting of the Members will be held within one (1) year from the date of incorporation of the Association, and each subsequent regular meeting of the Members will be held at some reasonable location in Grand County, Utah on a date and at a time fixed by the Board. The purpose of the annual meetings is for the election of Directors and the transaction of such other business of the Association as may properly come before the meeting.

4.2 **Special Meetings**. Special meetings of the Members may be called at any time by the President or by the request of Members holding at least twenty percent (20%) of the total voting rights of the Association.

4.3 **Notice of Meetings**. The Association shall give written notice of each meeting of the Members by sending a copy of such notice not less than ten (10) nor more than forty-five (45) days before the meeting to each Member entitled to vote at the meeting. Such notice must specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Such notice may be sent by electronic mail, to the Member's email address last appearing on the books of the Association; provided, however, that if a Member so requests by written notice to the Association, all notices to such Member must thereafter be sent by first class U.S. mail, postage prepaid, addressed to the Member's mailing address last appearing on the books of the Association.

4.4 **Waiver of Notice**. Waiver of notice of a meeting of the Members will be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, will be deemed waiver by such Member of notice of the time, date, and place of the meeting unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

4.5 **Quorum**. The presence at the meeting of Members holding at least forty percent (40%) of the total votes of the Association in person or by proxy will constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such a quorum is not present or represented at any meeting, the Members entitled to vote thereat will have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, and the Members attending the adjourned meeting will be deemed to constitute a quorum.

4.6 **Actions Binding on Members.** If a quorum is present, the vote of the Majority of Eligible Votes will be sufficient to make decisions binding on all Owners, unless a different percentage of votes is expressly required by statute or by the Declaration, the Articles, or these Bylaws.

4.7 **Action Taken Without a Meeting.** Any action that may be taken at any regular or special meeting of the Association may be taken without a meeting if the following requirements are met:

(a) A written ballot is distributed to every Member entitled to vote setting forth the proposed action, providing an opportunity to signify approval or disapproval of the proposal and providing a reasonable time (not to exceed sixty (60) days) for the Member to return the ballot to the Association.

(b) The votes cast by ballot within the specified time under Subparagraph (a) above equals or exceeds the quorum required to be present at a meeting authorizing the action.

(c) The number of approvals of the action equals or exceeds the percentage of votes required to approve the action at a meeting at which the total percentage of votes cast was the same as the percentage of votes cast by written ballot.

4.8 **Proxies.** At each meeting of the Members, each Member entitled to vote is entitled to vote in person or by proxy; provided, however, that the right to vote by proxy exists only where the instrument authorizing such proxy to act has been executed by the Member or by such Member's attorney thereunto duly authorized in writing. If title to a Unit is held by more than one person, the instrument authorizing a proxy to act must have been executed by all Owners of such Unit or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act must be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

4.9 **Designation of Voting Representative by Non-Individual Owners.** If title to a Unit is held by a corporation, partnership, association, limited liability company or other legal entity, the voting privilege appurtenant to that Unit may be exercised only by a proxy executed on behalf of such entity, filed with the secretary of the Association, appointing and authorizing one person or alternate persons to attend all annual and special meetings of the Members and to cast the vote allocated to that Unit at the meeting.

4.10 **Voting by Multiple Owners.** If title to a Unit is held by more than one Owner, the vote for such Unit must be cast as determined by a majority of such Owners, and if a majority of the Owners for a Unit cannot agree, then the Owners of such Unit shall not be entitled to vote. An Owner may not revoke a proxy given pursuant to this Section 4.10 except by actual notice of revocation to the person presiding over a meeting of the Association, which notice must be signed by a majority of the Owners of the Unit.

4.11 **Meetings by Telecommunications; Electronic Voting**. Meetings of the Members may be held by telecommunications, or Members may attend a meeting of the Members by telecommunication, if so determined by the Board. Any electronic or telecommunications method may be used so long as the Members attending through such methods may hear and be heard by all the other persons attending the meeting. At the discretion of the Board, voting at any meeting of the Members may be conducted by electronic voting, by such methods and with such security measures as may be determined by the Board. In addition, in an action to be taken without a Meeting, written ballots may be distributed to, and returned by, the Members by electronic mail; provided, however, that to the Member's email address last appearing on the books of the Association; provided, however, that if a Member so requests by written notice to the Association, a written ballot will be sent to such Member by first class U.S. mail, postage prepaid, addressed to the Member's mailing address last appearing on the books of the Association.

5. BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE.

5.1 **Number**. The affairs of the Association are managed by a Board of Directors comprising three members. During the Declarant Control Period, all members of the Board will be appointed by the Declarant. After the expiration of the Declarant Control period, Directors will be elected by the Members Each Director must be an Owner or, if a Unit is owned by an entity rather than an individual, a duly appointed representative of such Owner.

5.2 **Election; Term of Office**. At the first annual meeting of the Members held after the expiration of the Declarant Control Period, three Directors will be elected, with two Directors elected to a two-year term and one Director elected to a one-year term. At each annual meeting of the Members thereafter, the Members shall elect, for a two year term, Directors to fill the positions vacated at such meeting.

5.3 **Compensation**. No Director may receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

5.4 **Action Taken Without a Meeting**. The Directors have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved has the same effect as though taken at a meeting of the Directors.

6. MEETINGS OF DIRECTORS

6.1 **Regular Meetings**. The Board shall hold a regular meeting at least annually at such place and hour as may be fixed from time to time by resolution of the Board.

6.2 **Special Meetings**. Special meetings of the Board will be held when called by the President or by any two (2) Directors, after not less than three (3) days notice to each Director.

6.3 **Quorum**. A majority of the number of Directors will constitute a quorum for the transaction of business.

6.4 **Actions Binding**. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present will be regarded as the act of the Board. In the event of a tie vote, the matter will be presented to the Members for a vote, and the vote of a Majority of Eligible Votes (as that term is defined in the Declaration) will then be regarded as the act of the Board.

6.5 **Waiver of Notice**. Attendance of a Director at any meeting will constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board, any member of the Board may waive in writing notice of such meeting, and such waiver will be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the waiver of notice of such meeting.

6.6 **Action Taken without a Meeting**. The Directors will have the right to take any action which they could take at a meeting in the absence of a meeting by obtaining the written approval of all the Directors. Any action so approved will have the same effect as though taken at a meeting of the Directors.

7. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 **General Powers**. The Board will have the powers and duties necessary for the administration of the affairs of the Association. Except as provided by these Bylaws, the Declaration, or the Act, the Board may do all such acts and things which are not specifically required to be done by the Members and may otherwise act in all instances on behalf of the Association.

7.2 **Specific Powers and Duties**. Without limiting the generality of powers and duties set forth in Section 7.1 above, the Board have all the powers and duties granted to the Board in the Declaration, and the following powers and duties, subject only to applicable requirements of the Act:

(a) To establish bank accounts for the operating account of the Association and for all separate funds as required or deemed advisable by the Board;

(b) To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by Members or their Mortgagees during convenient weekday business hours;

(c) To cause to be maintained the insurance coverage as may be necessary to comply with the requirements of the Declaration, these Bylaws, and the Act;

(d) To cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

(e) To prepare a budget before the close of each fiscal year of the Association in accordance with the Declaration and the Act;

(f) To suspend a Member's voting rights during any period in which such Member is in default in the payment of any Assessment levied by the Association; and

(g) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles, or the Declaration.

7.3 **Manager.** The Board may (but is not required to) employ a professional management agent as a Manager, with compensation established to perform such duties and services as authorized by the Board. The Board may delegate to the Manager, subject to the Board's supervision, all of the powers granted to the Board by these Bylaws, except that the Board may not delegate the power to determine and levy annual, special, or other Assessments or any other powers or duties reserved to the Board by law. If the Board delegates to the Manager powers relating to collection, deposit, transfer, or disbursement of Association funds: (a) the Board, in its discretion, may require the Manager to maintain fidelity insurance coverage or a bond in such amount as the Board may determine, and (b) the Manager shall maintain all funds and accounts of the Association separate from the funds and accounts of the Manager and of other associations managed by the Manager.

8. OFFICERS AND THEIR DUTIES.

8.1 **Enumeration of Officers.** The officers of the Association will be a President, a Vice President, a Secretary, and a Treasurer. One person may hold two offices, provided that the offices of President and Treasurer may not be held by the same person.

8.2 **Election of Officers; Term.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members, and each officer shall hold office for one (1) year or until his or her successor is elected and has qualified, unless he or she sooner resigns, or is removed or otherwise disqualified to serve.

8.3 **Resignation and Removal.** Any officer may be removed from office with cause by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation will take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

8.4 **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

8.5 **Duties.** The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Members and the Board; shall see that orders and resolutions of the Board are carried out; shall sign all contracts to which the Association is a party.

(b) Vice President: The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

(c) Secretary: The Secretary (or the Manager at the direction of the Secretary) shall: (i) record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; (ii) serve notice of meetings of the Board and of the Members; (iii) keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the Board.

(d) Treasurer: The Treasurer (or the Manager at the direction of the Treasurer) shall: (i) receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board; (ii) keep proper books of account; if required by the Board, cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year; and (iii) prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

9. **INDEMNIFICATION OF OFFICERS AND DIRECTORS.** The Association shall provide any indemnification required by the laws of Utah and shall indemnify Directors, officers, agents and employees as follows:

9.1 **Third Party Litigation**. The Association shall indemnify any Director or officer of the Association who was or is a party or is threatened to be made a party to any action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Director or officer of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the person did not act in good faith, and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, or with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

9.2 **Association Litigation**. The Association shall indemnify any Director or officer of the Association who was or is a party or is threatened to be made a party to any action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director or officer of the Association, against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification may be made in respect of any claim, issue, or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless

and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court deems proper.

9.3 **Expenses**. To the extent that a Director or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 9.1 or 9.2 above, or in defense of any claim, issue, or matter therein, the Association shall indemnify such Director or officer against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith, without the necessity for the determination as to the standard of conduct as provided in Section 9.4 below.

9.4 **Determination of Right to Indemnity**. Any indemnification under Section 9.1 or 9.2 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 9.1 or 9.2 above. Such determination will be made (i) by the Board of the Association by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, and such a quorum of disinterested Directors so directs, by independent legal counsel (who may be regular counsel for the Association) in a written opinion; and any determination so made is conclusive.

9.5 **Advance of Expenses**. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount unless it is ultimately determined that he or she is entitled to be indemnified by the Association as authorized in this Article 9.

9.6 **Other Indemnification Rights**. Agents and employees of the Association who are not Directors or officers of the Association may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of the Association.

9.7 **Benefitted Parties**. Any indemnification pursuant to this Article 9 is not exclusive of any other rights to which those indemnified may be entitled and will continue as to a person who has ceased to be a Director or officer and will inure to the benefit of the heirs, executors, and administrators of such a person.

10. BOOKS AND RECORDS; FISCAL YEAR

10.1 **Fiscal Year**. The fiscal year of the Association will begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year will begin on the date of incorporation of the Association and end on the 31st day of the following December.

10.2 **Accounting.**

(a) The Association shall keep the books and accounts of the Association in accordance with generally accepted accounting principles (or other accounting principles acceptable to the Board, consistently applied) under the direction of the Treasurer.

(b) At the close of each fiscal year, the Board shall review the books and records of the Association, and may, in its discretion, obtain a review or audit of the books and records by an independent public accountant approved by the Board, and shall cause financial statements to be prepared and distributed to all Members.

10.3 **Inspection of Records**. The membership register, books of account and minutes of meetings of the Association, the Board and committees of the Board and all other records of the Project maintained by the Association or Manager will be made available for inspection and copying by any Member or his or her duly appointed representative at any reasonable time and for a non-commercial purpose reasonably related to his or her interest as a Member, at the office where the records are maintained. The Board may establish reasonable rules with respect to:

(a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;

(b) Hours and days of the week when such an inspection may be made; and

(c) Payment of the cost of reproducing copies of documents requested by a Member.

Every member of the Board, subject to the conditions set forth above, has the absolute right at any reasonable time to inspect and make copies of all books, records and documents of the Association.

11. **AMENDMENTS.**

11.1 **Amendment Procedure**. These Bylaws may be amended, at a regular or special meeting of the Members, with the affirmative vote of a Majority of Eligible Votes.

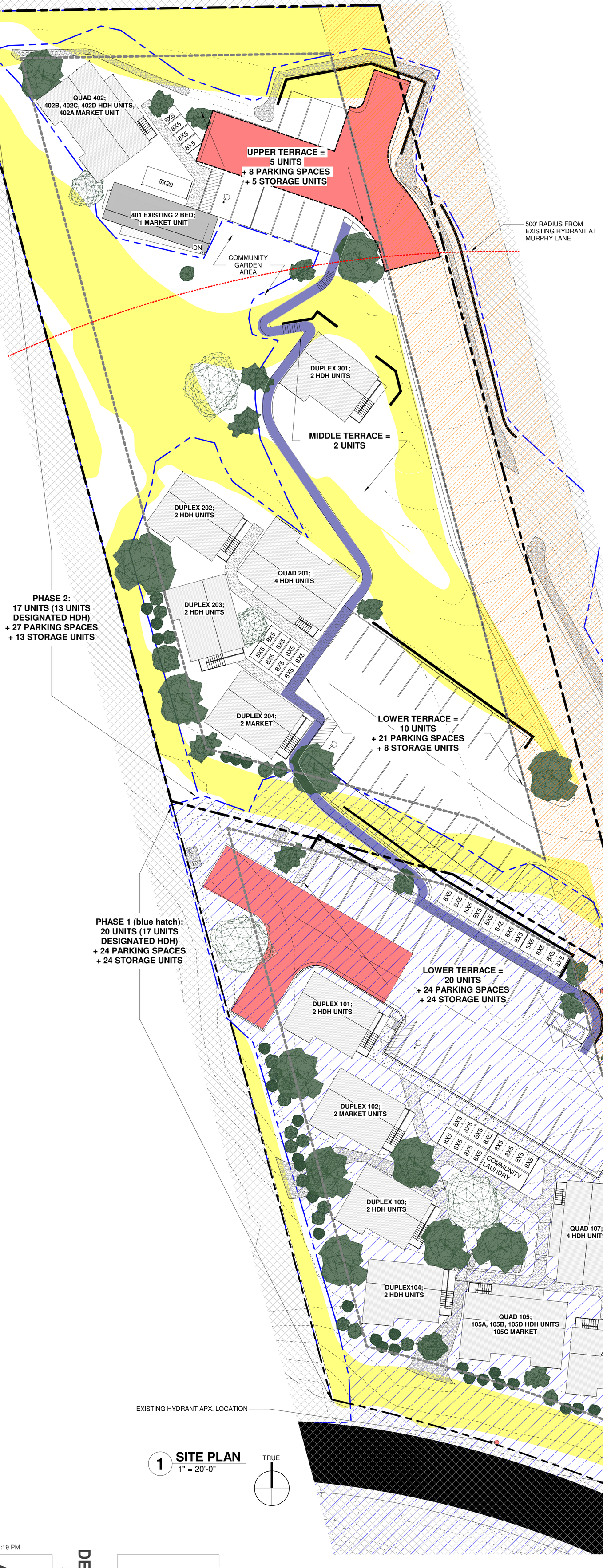
11.2 **Recordation**. Each amendment of these Bylaws will be effective on the date on which it is recorded in the official records of the Grand County Recorder.

EXHIBIT D
to
Declaration of Condominium
for Murphy Flats

Description of Buildings

The Buildings are one and two-story buildings, constructed principally of wood frame and gypsum board sheaved construction on concrete crawl space foundations. Exterior siding will consist of Hardie board, tongue and groove wood and corrugated metal."

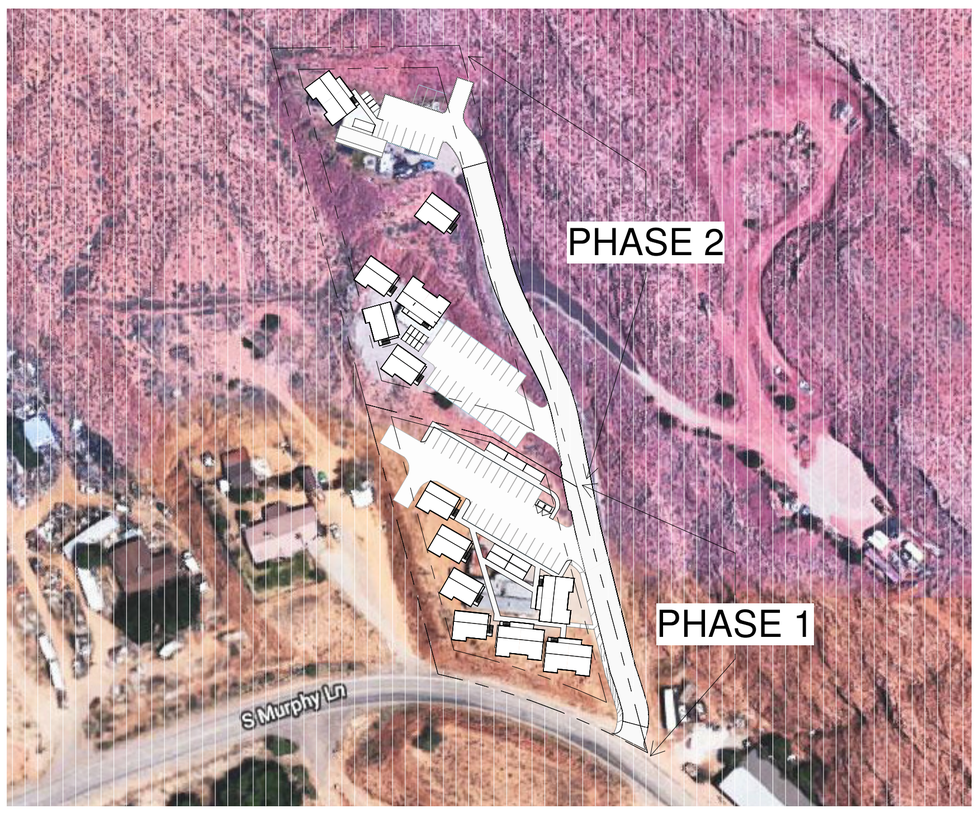
Ent 543533 Bk 929 Pg 136



1 SITE PLAN
1" = 20'-0"

SITE PLAN KEY
1/4" = 1'-0"

TRUE



2 CONTEXT PLAN
1" = 100'-0"

			CALCULATIONS				NOTES
			QUANTITY	SQUARE FOOTAGE / UNIT	SQUARE FOOTAGE / TYPE	PARKING	
PHASE 2	LEVEL 4	EXISTING CONTAINER HOME	1	360	360	8	EXISTING, NO CHANGES (1) MARKET
		QUAD - 1 BEDROOM UNITS	4	420 (AVG.)	1,680		(1) MARKET, (3) HDH
	LEV 3	DUPLEX - 2 BEDROOM UNITS	2	585 (AVG.)	1,170	-	(2) HDH
	LEVEL 2	QUAD - 1 BEDROOM UNITS	4	420 (AVG.)	1,680	21	(4) HDH
		DUPLEX - 2 BEDROOM UNITS	6	585 (AVG.)	3,510		(2) MARKET, (4) HDH
PHASE 1	LEVEL 1	QUAD - 1 BEDROOM UNITS	12	420 (AVG.)	5,040	24	(1) MARKET, (11) HDH
		DUPLEX - 2 BEDROOM UNITS	8	585 (AVG.)	4,680		(2) MARKET, (6) HDH
		TOTAL	**37**		**18,120 sf**	**53 spaces**	**(7) MARKET, (30) HDH**

PER VARIANCE CALCULATION APPROVED BY COUNCIL

UNIT BREAKDOWN
1/4" = 1'-0"

10/12/2021 3:15:19 PM

SHEET NUMBER **A100**

©cmk

HDHO DEVELOPMENT SITE PLAN

MURPHY FLATS

1185, 1187 & 1189 MURPHY LANE
MOAB, UT 84532

REVISIONS:
2021 10 12 UPDATE FINAL PLAT SITE PLAN

STATE OF UTAH
COURTNEY KAMMERZELL
No. 10308899-0301
LICENSED ARCHITECT
10/12/2021

ARCHITECTURAL SQUARED
Info@Arch-Squared.com
PO BOX 1153, MOAB, UTAH 84532
512-656-1745

Agenda Summary GRAND COUNTY COMMISSION February 15, 2022 AGENDA ITEM:H	
TITLE:	Adopting Ordinance approving the Entrada Overnight Accommodations Overlay-Campground rezone for Parcel No. 24-0XST-0067, located off SR 313
FISCAL IMPACT:	Unknown cost of additional overnight accommodations on the County and community
PRESENTER(S):	Planning & Zoning Staff

Prepared By:
ELISSA MARTIN
GRAND COUNTY PLANNING & ZONING

FOR OFFICE USE ONLY:

Attorney Review:

Complete

MOTION:

I move to:

1. Make the following findings related to Grand County's effort to achieve or maintain a balanced ratio of mixed uses in the County, including residential, lodging, and commercial uses; and in determining what constitutes a balanced ratio of mixed uses,

   a. Grand County's ratio of overnight accommodation units to one primary residential unit is currently at 1.7, which is higher than the 2019 baseline of 1.4 [if approving, justify need/desire for OA despite worsening housing crisis];

   b. A carrying capacity analysis or additional studies specific to Grand County's capacity to support further overnight accommodation has not been complete [if approving, justify need/desire for OA despite no known impact on our capacity];

   c. The considerations of interest in Section 4.6.7C.2.g(1):
   i. Economic diversification;
   ii. Job creation;
   iii. Increased wages;
   iv. Community aesthetics;
   v. Civic and open space;
   vi. County infrastructure such as roads, water, sewer, and stormwater;
   vii. Public services such as law enforcement and emergency medical services;
   viii. Traffic, in quantity and circulation;
   ix. Water resources, in quantity and quality;
   x. Housing demand;
   xi. Crowding or congestion in national parks and other nearby public lands; and

2. Approve/disapprove the Overnight Accommodations Overlay–Campground rezone and associated Master Plan attached hereto as Exhibit A and OAO Development Agreement for Grand County Parcel No. 24-0XST-0067.

(if favorable)
with the following condition:

1. The Owner shall record the Development Agreement in the real property records of Grand County simultaneously with this Ordinance and prior to application for further site plan, construction, or development approvals.

PLANNING COMMISSION RECOMMENDATION: Approve with conditions. On October 11, 2021 at a public hearing, the Planning Commission unanimously approved a motion to send a favorable recommendation to the County Commission for the Entrada Moab OAO application, with the condition that six deed restricted employee housing units are included in the Master Plan. Unfortunately, the OAO-RV/Campground district approval is exempt from the assured housing requirement that other OAO Districts include, therefore it is not possible (legally) to include deed restricted employee housing as a condition of approval for this application.

STAFF RECOMMENDATION: NEUTRAL

COUNTY ATTORNEY RECOMMENDATION: DENY

1. The proposal looks to provide a high quality experience for low impact visitors, and I expect this type of luxury glamping proposal will be increasingly popular in Grand County in the future. However, the County plans to embark on a planning process to study its OAO zones, and the RV Park/Campground zone in particular, this year, and the County Attorney recommends the Commission deny any new OAO rezone requests until this planning effort is complete.
2. Grand County's LUC does not require RV Parks/Campgrounds in the OAO-RV/Campground zone to include/build employee housing (aka assured housing), like the other types of overnight accommodations. The County Attorney recommends the County Commission deny all RV Park/Campground OAO rezone requests until such a requirement is included in the LUC.
3. Grand County's LUC allows park model units in RV Parks/Campgrounds. Given the increasing popularity of park model units, which do not go through building permit review and which may allow a campground to stay open year-round despite Moab's lack of carrying capacity for the same, the County Attorney recommends the County Commission deny all RV Park/Campground OAO rezone requests until it has a chance to study the viability of park model units in RV Parks/Campgrounds.
4. The housing to OA ratio has worsened since 2019 and no carrying capacity studies have been conducted since. The County Attorney recommends the County Commission deny all RV Park/Campground OAO rezone requests until it has a chance to study the County's carrying capacity to add more OAs.

BACKGROUND:

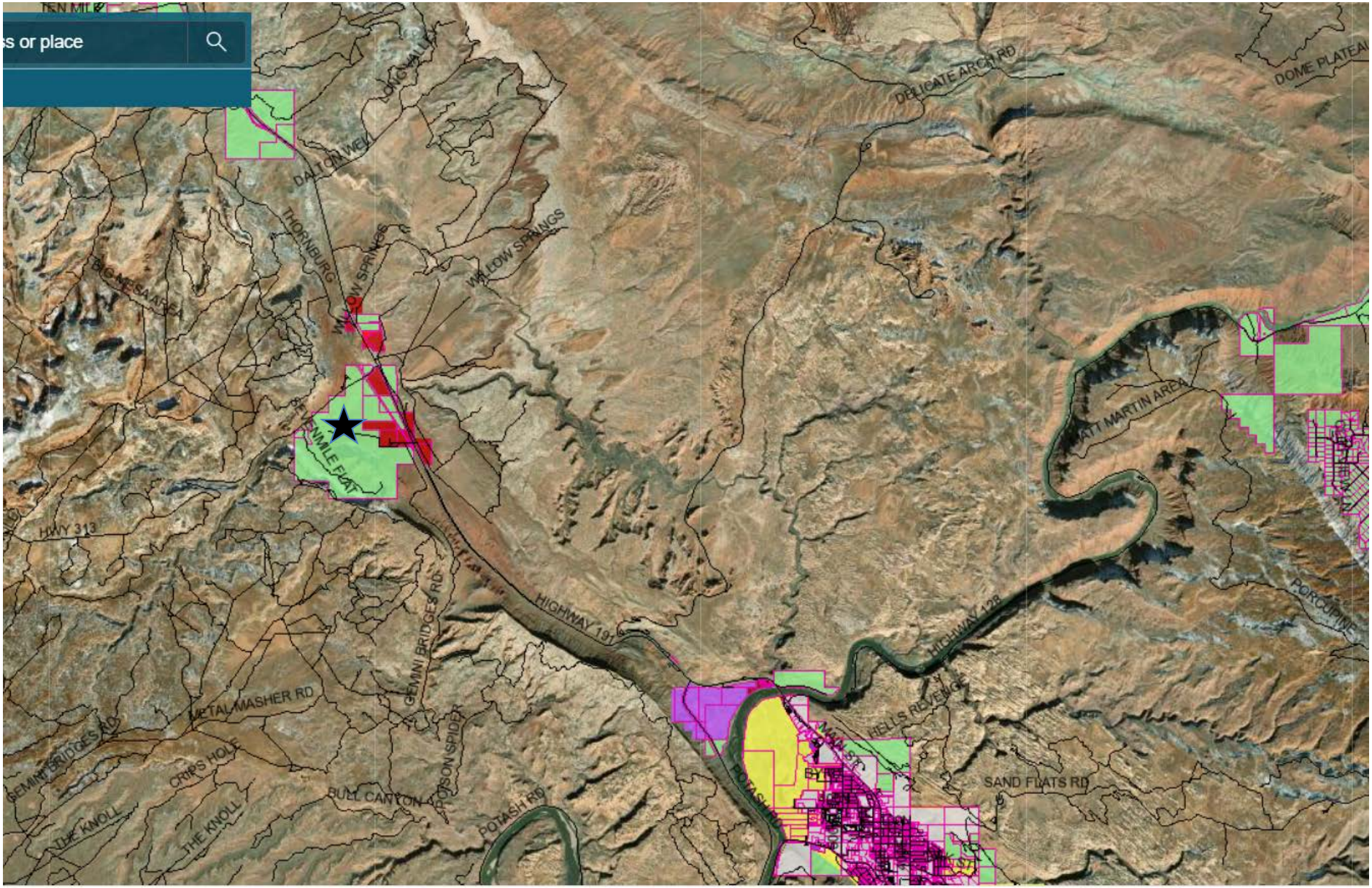
The property is zoned Range and Grazing and is currently undeveloped and surrounded by BLM land, which is predominantly used for recreation.

ATTACHMENT(S):

1. Staff Report
2. Master Plan
3. Proposed Ordinance

4. Application Statement & Master Plan narrative
5. Development Agreement
6. Boundary Survey (available upon request)
7. OAO Application (available on request)

Vicinity Map



STAFF REPORT
PLANNING & ZONING DEPARTMENT
GRAND COUNTY, UTAH

DATE: December 15, 2021

TO: Grand County Commission

SUBJECT: Entrada Moab Overnight Accommodations Overlay (OAO) - Campground Application

---

PROPERTY OWNER: Intrepid Potash-Moab, LLC

PROP. OWNER REP: Matt Kareus

PROPERTY ADDRESS: Parcel No. 24-0XST-0067, at the intersection of HWY 199 and SR 313

SIZE OF PROPERTY: 544 acres

EXISTING ZONE: Range and Grazing (RG)

EXISTING LAND USE: Undeveloped, recreation

ADJACENT ZONING AND LAND USE(S): Zones: Range & Grazing (RG), Resort Special (RS); undeveloped, BLM

APPLICATION TYPE
Overnight Accommodations Overlay (OAO)-Campground

STAFF RECOMMENDATION: Neutral

APPLICATION PROCEDURE
Decision Type: Legislative

Public Notices: ☐ Public Meeting at:
- ☐ Planning Commission
- ☐ County Council

☒ Public Hearing at:
- ☒ Planning Commission
- ☒ County Commission

Attachments:
- ☒ Master Plan
- ☒ Master Plan narrative
- ☒ Applicant Statement
- ☒ Development Agreement
- ☐ Legal Description
- ☐ Public Comments
- ☐ Agency Comments
- ☐ Response to Standards
- ☐ Other:

SUMMARY OF REQUEST
This is a request for the OAO-Campground District to be applied to Parcel 24-0XST-0067 for the purpose of developing a luxury eco-retreat centered on environmentally responsible tourism. The OAO proposal includes plans for 16 tent sites, activity center, spa and swimming pools, panoramic deck, and trails. The future Site Plan (not being considered as part of the OAO application) proposes 6 employee units.

All noticing requirements were met for this application.

PROPERTY HISTORY
The property is zoned Range and Grazing and is currently undeveloped and surrounded by BLM land, which is predominantly used for recreation.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
The applicant will be required to provide a public water source at Site Plan review. Wastewater will be treated using an Orenco on site treatment unit and drain field. Preliminary engineering studies will be required to assess the feasibility of a public water source and ability to dispose of waste water on site.

At site plan review, an access permit from UDOT will be required for access off State Road 313.

Also at site plan review, a drainage study will be required specifically to address the crossing of Seven Mile Wash, a major drainage channel. And due to the site being adjacent to steep high slopes and cliffs, a slope stability and rockfall hazards study will be required by a licensed Geotechnical engineer.

COMPATIBILITY WITH GRAND COUNTY GENERAL PLAN AND LAND USE CODE

Consistency with General Plan

I. The proposed project is located within the North Corridor area of the Future Land Use Map, as defined below.

Chapter 4.4 Future Land Use Plan Designations -- *North Corridor*
This designation encourages nodes of tourism-oriented, resort commercial development, rural density residential development and viable livestock grazing and natural resource development on the private and state lands along US 191 north of Moab and near the north entrance to Moab (Figures 4.6, 4.14 and 4.15). New commercial development requires an open space set-aside of at least 25%. Scenic resources are protected in new developments along this corridor traveled by visitors accessing Moab, the Spanish Valley, Arches, Canyonlands National Park, and millions of acres of other public lands (see scenic corridor overlay). While this designation emphasizes the protection of scenic resources it does not call for limitations on uses allowed under the zoning adopted in the 2008 Land Use Code, including natural resource development.

a. The type of land use that this development proposes is consistent with "nodes of tourism, resort commercial development", however, the project site is also within the Scenic Resource Protection District, which was adopted after the General Plan Future Land Use Map, and therefore takes precedence (see below section on Conformance with Land Use Code).

Conformance with Grand County Land Use Code (LUC)

I. The Proposed development is in conformance with LUC **Article 9**, Administration and Procedure and article 4.6.7 - OAO District Application in the following ways:

a. The applicant submitted documents and plans for review and approval, per requirements in LUC article 9.1.3 Minimum Submission Requirements and article 4.6.7- OAO District Application.

b. The application was reviewed by the zoning administrator and deemed a complete application on October 1, 2021, per article 9.1.3 and 4.6.7.

II. Per article **2.7.1 Purpose, the Range and Grazing (RG)** District is designed to accommodate agricultural and agriculture-related, and low density residential development uses in those parts of the county with limited public services.

a. The proposed development is not a permitted use within Range and Grazing, therefore the application for OAO-Campground has been submitted to allow for the proposed use.

III. **LUC Article 4.6.1, Purpose** -OAO Districts should be applied only to parcel(s) planned or historically used primarily for such use and activity, accessible directly by an arterial or collector street, and where appropriate and compatible with adjacent land uses and neighborhoods.

The -OAO Districts ensure that overnight accommodations are designed and developed in a manner that addresses the impacts and the increased service needs they generate, including but not limited to traffic, employee housing, natural resources (e.g., land and water), sewerage, law enforcement, and emergency medical services. The -OAO Districts also ensure that Grand County maintains a healthy amount of developable commercial land and mix of commercial uses that support a diverse economy. The-OAO Districts should be applied to ensure that new and redeveloped projects result in tangible community benefits through the application of creative design, the incorporation and support for mixed uses both on site and elsewhere in the community, and through the provision and support for public uses and spaces to provide a balanced community structure.

a. Entrada Moab is located in an area where camping and recreation are the historic and primary activities, and the development would be compatible with adjacent land uses, being that it is centered on recreation and camping. The site is accessed by State Highway 313, a main arterial.

b. The Entrada Moab offsets its impact on infrastructure by generating renewable energy for at least 80% of its energy demand onsite and sewer will also be managed onsite, so as to have no impact on existing Grand County sewer infrastructure. The proposal includes plans to utilize grey water recycling and stormwater infiltration or bioswales to mitigate water demand. The future concept plan includes six (6) employee housing units to offset the demand it might create on housing, and also includes a proposal for an open space conservation easement on the portion of property within the North Corridor viewshed. The proposed use, will contribute to increased traffic along Hwy 191 and 313 during peak visitor seasons.

c. While the proposed development does offer a variety of amenities on site, it does not propose mixed uses on site or elsewhere in the community, except for the addition of employee housing in the future site plan.

d. Entrada Moab proposes (in a future site plan) a conservation easement for a large portion of the 544 acre parcel, including the land within the north corridor viewshed.

IV. **LUC Article 4.6.5 Design Standards** in -OAO Districts.

Energy. Entrada Moab will generate 80% of its energy demand on-site with renewable energy sources.
Water. The developer plans to drill a well on-site to the standards for a public water system, sufficient in quantity and quality to serve the development. Grey water recycling and stormwater infiltration or bioswales will be utilized to mitigate water demand.
Transportation. No transit or shuttle stop is delineated on the site plan as there is no existing or proposed public transit to the site. The subject property is located within the _____ region, as identified by the Non-motorized Trails Master Plan. As such, any trails identified in this Plan that run through the property, will be dedicated to the public in an easement. There are no EV charging stations proposed in the application.
Mixed Use (assured housing requirement). OAO Campgrounds are not required to provide assured housing but the applicant is proposing six employee housing units on site, as part of the future concept plan.
Open Space. The Entrada Moab Master Plan illustrates the relatively small development footprint which allows for the majority of the 544-acre parcel be preserved as open space.
Height. The development will not exceed height standards for the Range and Grazing zone. The project site is within the Scenic Resource Protection District and will comply with those requirements set forth in LUC section 4.8.
Density & Scale. This proposal includes 16 tent sites, well under the 60 maximum units for OAO Campground Districts.
Site Configuration. The development will be set far back from the fronting road and largely hidden from view. Tent sites and common buildings will be oriented to provide views of open space. The parking area will be primitive and the solar panels and other necessary equipment will be hidden from view. No grading is proposed as part of the project.
Building Design. Summary of structures and facilities: 16 tent sites, an adventure center, swimming pools, a spa, a panoramic deck, trails and employee accommodations. Design standards for OAO-campgrounds will be reviewed at site plan review.
Materials and Colors. All buildings and structures within Entrada Moab are designed and will be constructed to meet the requirements set forth in Article 4.6.5 (J) Materials and Colors, utilizing earth tone colors that are complementary to the surrounding landscape and visual backdrops

The requirements in Article **4.6.6 Use and Occupancy Standards**, shall be met at Site Plan Approval.

CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT
4.6.2 Applicability: When approving or denying an -OAO District application, the Commission shall consider and make findings related to the impact of the proposed development on Grand County's effort to achieve or maintain a balanced ratio of mixed uses in the County, including residential, lodging, and commercial uses; and in determining what constitutes a balanced ratio of mixed uses, the County Commission shall consider the following factors:

Grand County's present day conditions produce a development ratio of 1.7 overnight accommodation units to one primary residential unit, three points above the early 2019 ratio of 1.4, which is considered the baseline for considering approval of new OAO districts.

According to the County Treasurer's database, there are currently 3,372 primary dwelling units in Grand County (including the City) and 5,414 overnight rental units (!0/2021).

There currently does not exist data demonstrating carrying capacity analyses nor are there additional studies specific to Grand County in relation to considering OAO District Approval

The Entrada Moab development has been reviewed against the considerations of interest in Section **4.6.7C.2.g(1)**, with regard to impacts and benefits to Grand County, as follows:

(1) Impacts and Benefits

Economic diversification. The Entrada Moab promotes responsible, small scale tourism; and while it does not enhance economic diversification within Grand County.

Job creation. The development may not have a large impact on job creation, but will provide some employment opportunities.

Increased wages. The development is not expected to affect wages in Grand County.

Community aesthetics. As the project site is hidden from view off HWY 313 and located outside of the Moab Valley, community aesthetics will not be affected. The Entrada Moab is designed to blend in with the natural environment so that the focus is on nature, not the built structures.

Civic and open space. The Entrada Moab will be developed within a modest footprint, preserving the majority of the 544-acre parcel as undisturbed open space. Civic space will not be created or affected.

County infrastructure such as roads, water, sewer, and stormwater. The project will not impact County infrastructure, but will create demand for water. Road improvements and a drainage study will be required at Site Plan review.

Public services such as law enforcement and emergency medical services. Entrada Moab will be required to provide a fire hydrant and water storage for emergency use.

Traffic, in quantity and circulation. Due to the relatively small number of overnight rental units and the remote location of the site, traffic will not be an issue of concern.

Water resources, in quantity and quality. A well will be constructed and designed to meet the requirements of a public water source.

Housing demand. The future concept plan includes a proposal for six (6) employee houses.

Crowding or congestion in national parks and other nearby public lands. The number of patrons staying at Entrada and visiting nearby public lands and national parks, may be approximately 64 (16 units x 4 people) at max capacity, but average occupancy may be much less. The project may contribute to crowding in national parks and public lands.

(2) A description, stated with specificity, of additional beneficial public services and goods the proposed development provides to the community.

The project is beneficial to the public by dedicating a large portion of land in the Scenic Resource Protection District to open space via a conservation easement. Trails crossing the property that are identified in the Grand County non-motorized trail master plan will be preserved with a trail easement to be recorded at the time of Site Plan review. Entrada Moab will also offer a higher than average pay for jobs created as a result of the operation.

(3) An analysis that compares the stated community benefit(s) with the proposed impact(s).
Possible community benefits of Entrada Moab may be responsible, organized, small-scale camping with minimal impact on County public infrastructure. The most impact that the project will likely have is the demand for emergency services, additional demand for water and increased use of public lands.

V. **4.8 Scenic Resource Protection District – Purpose**

The Scenic Resource Protection District (SRPD) is an overlay district intended to accomplish one or more of the following purposes:

Prioritize the preservation of the natural beauty and ecological quality of the gateway to Moab and facilitate the use and enjoyment of the area while providing opportunities for development that enhances the character of the area while not impeding its scenic value;

Recognize this area as a gateway to the valuable scenic amenities of the greater Moab area, and as an introduction to the character and outdoor ethics of the community;

Protect and preserve the recreational and conservation uses of the area;

Preserve and support the natural and ecological quality of the area including night skies, water quality and quantity, native vegetation and biome, natural quiet, and contiguous open space used as habitat by local wildlife;

Support development that balances conservation, recreation, and ecological goals; and

Fulfill the community vision for the area when the opportunity arises through smart redevelopment to protect and preserve the area for future generations to enjoy.

a. The Entrada Moab tent sites and resort amenities have been planned so that they are not visible from HWY 191 and SR 313. The majority of the land will be left undeveloped, preserving the scenic resource of the Seven Mile Area

VI. **4.8.2 Applicability**

The SRPD shall apply to the following real property:

All real property leased to a private person, as defined in Section 10.2, or privately owned included in the following map ("Seven Mile Area"), for the purpose of protecting the views of the surrounding area, acknowledging the status of US Highway 191 and Utah State Route 313 as scenic byways, and protecting the view from Arches National Park into this area.

a. The subject parcel is located with the Seven Mile Area and thus the applicant will develop the site in accordance with the SRPD design standards to protect the scenic byways of HWY 191 and SR 313.

I. **4.8.3 Allowed Uses**

Allowed uses are governed by the underlying zone district pursuant to Article 3. The preferred zone district for parcels within the SRPD with access adjoining US Highway 191 and Utah State Route 313 is Resort Special. The preferred zone district for parcels within the SRPD without access adjoining US Highway 191 and Utah State Route 313 is Range and Grazing.

a. The Entrada Moab subject parcel is located on HWY 191 and SR 313, and is zoned Range and Grazing. Overnight Accommodations are not allowed in any zone within Grand County, hence the application for the OAO rezone.

STAFF RECOMMENDATION: Neutral

PLANNING COMMISSION RECOMMENDATION: Approve with conditions

On October 11, 2021 at a public hearing, the Planning Commission unanimously approved a motion to send a favorable recommendation to the County Commission for the Entrada Moab OAO application, with the condition that six deed restricted employee housing units are included in the Master Plan. Unfortunately, the OAO-RV/Campground district approval is exempt from the assured housing requirement that other OAO Districts include, therefore it is not possible (legally) to include deed restricted employee housing as a condition of approval for this application.

GRAND COUNTY, UTAH

ORDINANCE NO. _____ (2022)

APPROVING APPLICATION OF THE OVERNIGHT ACCOMMODATIONS OVERLAY - RV / CAMPGROUND TO PARCEL NO. 24-0XST-0067 AND ASSOCIATED MASTER PLAN AND DEVELOPMENT AGREEMENT

WHEREAS, INTREPID POTASH - MOAB, LLC ("Owner") is the owner of record of 544 acres of real property known as Parcel No. 24-0XST-0067, more specifically described as follows:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 3, T25S, R20E, SLB&M; THENCE ALONG THE CENTER SECTION LINE NORTH 89 ° 50'18" EAST 1057.3 FEET TO THE POINT OF BEGINNING, AND PROCEEDING THENCE NORTH 89° 50'18" EAST 271.17 FEET; THENCE NORTH 01 ° 17'50" WEST 782.14 FEET TO THE SOUTH RIGHT-OF-WAY OF HIGHWAY 313; THENCE WITH SAID RIGHT-OF-WAY NORTH 48° 15'55" EAST 795.26 FEET; THENCE WITH THE NORTH LINE OF LOT 14 NORTH 89 ° 37'07" EAST 184.08 FEET; THENCE SOUTH 01 ° 17'50" EAST 1310.66 FEET; THENCE NORTH 89° 50'18" EAST 538.90 FEET TO THE SOUTHEAST CORNER OF LOT 14, OF SAID SECTION 3; THENCE SOUTH 01 ° 25'11" EAST 2659.0 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 3; THENCE NORTH 89° 07'04" EAST 2622.8 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 3: THENCE SOUTH 01 ° 10'00" EAST 659.3 FEET TO THE SOUTHWEST CORNER OF THE N1/2NW1/4NW1/4 OF SECTION 11, T25S, R20E, SLB&M; THENCE NORTH 88° 50'16" EAST 1320.5 FEET TO THE SOUTHEAST CORNER OF THE N1/2NW1/4NW1/4 OF SAID SECTION 11; THENCE NORTH 01 ° 09'44" WEST 665.2 FEET TO THE NORTHEAST CORNER OF THE N1/2NW1/4NW1/4 OF SAID SECTION 11; THENCE NORTH 88° 35'01" EAST 1320.6 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 11; THENCE SOUTH 01 ° 09'28" EAST 2639.0 FEET TO THE CENTER OF SAID SECTION 11; THENCE SOUTH 88° 37'12" WEST 2640.8 FEET TO THE WEST QUARTER OF SAID SECTION 11; THENCE SOUTH 89° 06'01" WEST 2631.1 FEET TO THE CENTER OF SECTION 10, T25S, R20E, SLB&M; THENCE NORTH 00° 59'17" WEST 1319.1 FEET TO THE SOUTHEAST CORNER OF THE N1/2NW1/4 OF SAID SECTION 10; THENCE SOUTH 89° 05'02" WEST 2656.9 FEET TO THE SOUTHEAST CORNER OF THE N1/2NW1/4 OF SAID SECTION 10; THENCE NORTH 01 ° 11'26" WEST 1318.3 FEET TO THE NORTHWEST CORNER OF SAID SECTION 10; THENCE ALONG THE WEST LINE OF SAID SECTION 10 NORTH 01 ° 18'40" WEST 2110.3 FEET; THENCE NORTH 89° 34'56" EAST 684.18 FEET; THENCE SOUTH 33° 18'12" EAST 646.16 FEET; THENCE NORTH 85° 53'22" EAST 363.31 FEET; THENCE NORTH 33° 18'12" WEST 648.07 FEET; THENCE NORTH 00° 09'42" WEST 551.43 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Owner has submitted an application requesting the Overnight Accommodations Overlay-RV/Campground as defined by the Grand County Land Use Code ("LUC") Section 4.6;

WHEREAS, the previously-named Grand County Council (the "Council") adopted the LUC on January 4, 1999 with Ordinance No. 299, and codified with Resolution No. 468 on April 15,

2008, as amended, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, the Council adopted Ordinance No. 595 for the Overnight Accommodations Overlay District on July 18, 2019, as amended by Ordinance No. 607 on January 7, 2020;

WHEREAS, the Owner has submitted and the County Attorney has approved a Development Agreement committing the Developer to the requirements of LUC Section 4.6;

WHEREAS, the Owner has submitted a Master Plan satisfying the statutory requirements of LUC Section 4.6 (Overnight Accommodations Overlay Districts);

WHEREAS, in a public hearing on October 11, 2021, the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and unanimously approved a motion to send a favorable recommendation to the Grand County Commission;

WHEREAS, due notice was given that the Grand County Commission would meet to hear and consider the proposed OAO application in a public hearing on February 1, 2022;

WHEREAS, the County Commission has heard and considered all evidence and testimony presented with respect to the subject application and has determined that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah;

NOW, THEREFORE, BE IT ORDAINED by the County Commission that it does hereby approve the application of the OAO-RV/Campground District to real property known as Parcel No. 24-0XST-0067, the associated Master Plan attached hereto as Exhibit A, and OAO Development Agreement, subject to the following condition:

1. The Owner shall record the Development Agreement in the real property records of Grand County simultaneously with this Ordinance and prior to application for further site plan, construction, or development approvals.

P**ASSED, ADOPTED, AND APPROVED** by the Grand County Commission in open session this 15th day of February, 2022 by the following vote:

Those voting aye:

Those voting nay:

Those absent:

Grand County Commission

_____

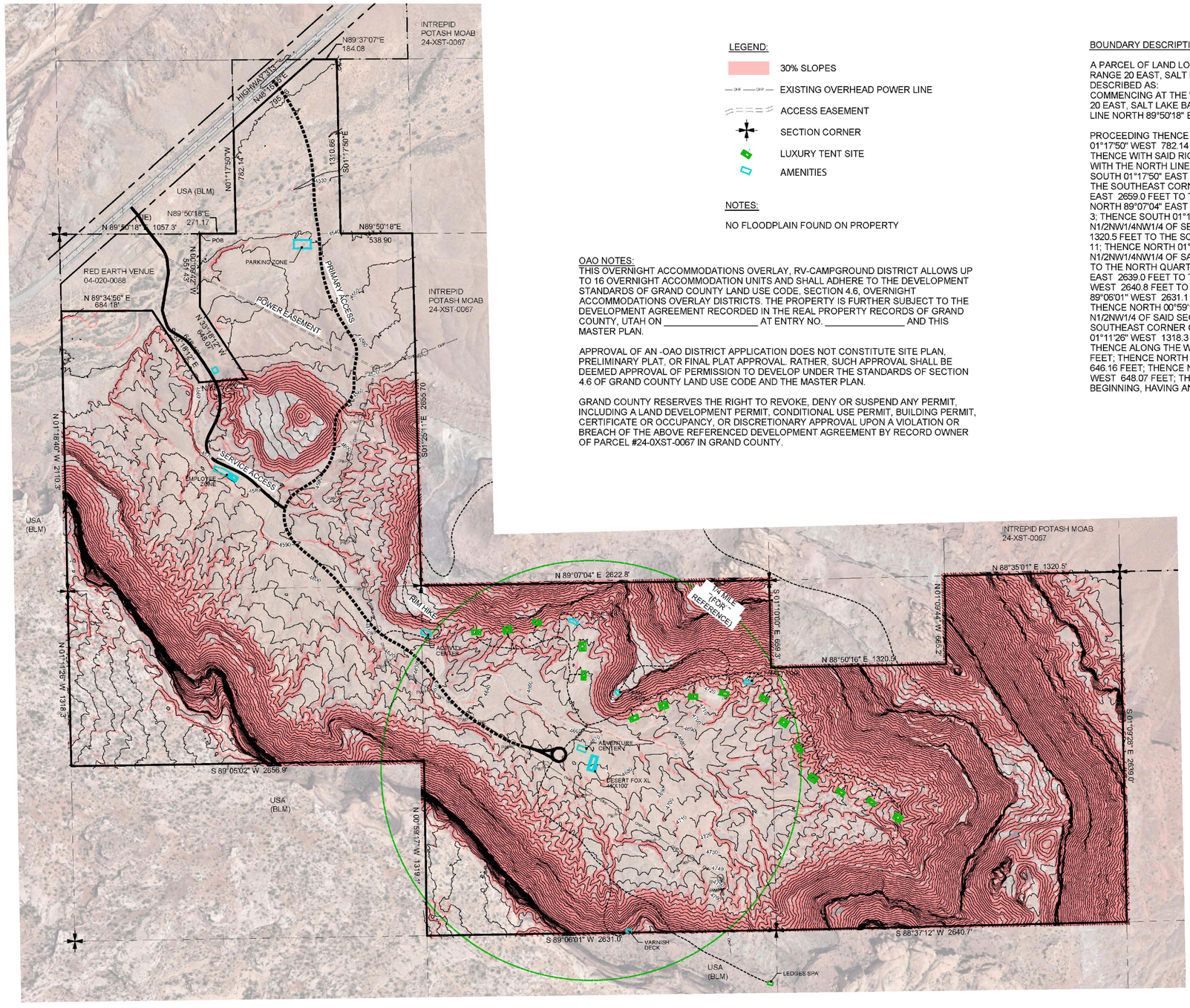
Gabriel Woytek, Chairperson

ATTEST:

_____

Quinn Hall, Clerk/Auditor

Attached Exhibits:
Exhibit A: Master Plan



LEGEND:

- 30% SLOPES
- EXISTING OVERHEAD POWER LINE
- ACCESS EASEMENT
- SECTION CORNER
- LUXURY TENT SITE
- AMENITIES

NOTES:

NO FLOODPLAIN FOUND ON PROPERTY

OAO NOTES:
THIS OVERNIGHT ACCOMMODATIONS OVERLAY, RV-CAMPGROUND DISTRICT ALLOWS UP TO 16 OVERNIGHT ACCOMMODATION UNITS AND SHALL ADHERE TO THE DEVELOPMENT STANDARDS OF GRAND COUNTY LAND USE CODE, SECTION 4.6, OVERNIGHT ACCOMMODATIONS OVERLAY DISTRICTS. THE PROPERTY IS FURTHER SUBJECT TO THE DEVELOPMENT AGREEMENT RECORDED IN THE REAL PROPERTY RECORDS OF GRAND COUNTY, UTAH ON _____ AT ENTRY NO. _____ AND THIS MASTER PLAN.

APPROVAL OF AN -OAO DISTRICT APPLICATION DOES NOT CONSTITUTE SITE PLAN, PRELIMINARY PLAT, OR FINAL PLAT APPROVAL. RATHER, SUCH APPROVAL SHALL BE DEEMED APPROVAL OF PERMISSION TO DEVELOP UNDER THE STANDARDS OF SECTION 4.6 OF GRAND COUNTY LAND USE CODE AND THE MASTER PLAN.

GRAND COUNTY RESERVES THE RIGHT TO REVOKE, DENY OR SUSPEND ANY PERMIT, INCLUDING A LAND DEVELOPMENT PERMIT, CONDITIONAL USE PERMIT, BUILDING PERMIT, CERTIFICATE OR OCCUPANCY, OR DISCRETIONARY APPROVAL UPON A VIOLATION OR BREACH OF THE ABOVE REFERENCED DEVELOPMENT AGREEMENT BY RECORD OWNER OF PARCEL #24-0XST-0067 IN GRAND COUNTY.

BOUNDARY DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTIONS 3, 10, & 11 OF TOWNSHIP 25 SOUTH, RANGE 20 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE WEST ¼ CORNER OF SECTION 3, TOWNSHIP 25 SOUTH, RANGE 20 EAST, SALT LAKE BASE AND MERIDIAN, THENCE ALONG THE CENTER SECTION LINE NORTH 89°50'18" EAST 1057.3 FEET TO THE POINT OF BEGINNING

PROCEEDING THENCE NORTH 89°50'18" EAST 271.17 FEET; THENCE NORTH 01°17'50" WEST 782.14 FEET TO THE SOUTH RIGHT-OF-WAY OF HIGHWAY 313; THENCE WITH SAID RIGHT-OF-WAY NORTH 48°15'55" EAST 795.26 FEET; THENCE WITH THE NORTH LINE OF LOT 14 NORTH 89°37'07" EAST 184.08 FEET; THENCE SOUTH 01°17'50" EAST 1310.66 FEET; THENCE NORTH 89°50'18" EAST 538.90 FEET TO THE SOUTHEAST CORNER OF LOT 14, OF SAID SECTION 3; THENCE SOUTH 01°25'11" EAST 2659.0 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 3; THENCE NORTH 89°07'04" EAST 2622.8 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH 01°10'00" EAST 659.3 FEET TO THE SOUTHWEST CORNER OF THE N1/2NW1/4NW1/4 OF SECTION 11, T25S, R20E, SLB&M; THENCE NORTH 88°50'16" EAST 1320.5 FEET TO THE SOUTHEAST CORNER OF THE N1/2NW1/4NW1/4 OF SAID SECTION 11; THENCE NORTH 01°09'44" WEST 665.2 FEET TO THE NORTHEAST CORNER OF THE N1/2NW1/4NW1/4 OF SAID SECTION 11; THENCE NORTH 88°35'01" EAST 1320.6 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 11; THENCE SOUTH 01°09'28" EAST 2639.0 FEET TO THE CENTER OF SAID SECTION 11; THENCE SOUTH 88°37'12" WEST 2640.8 FEET TO THE WEST QUARTER OF SAID SECTION 11; THENCE SOUTH 89°06'01" WEST 2631.1 FEET TO THE CENTER OF SECTION 10, T25S, R20E, SLB&M; THENCE NORTH 00°59'17" WEST 1319.1 FEET TO THE SOUTHEAST CORNER OF THE N1/2NW1/4 OF SAID SECTION 10; THENCE SOUTH 89°05'02" WEST 2656.9 FEET TO THE SOUTHEAST CORNER OF THE N1/2NW1/4 OF SAID SECTION 10; THENCE NORTH 01°11'26" WEST 1318.3 FEET TO THE NORTHWEST CORNER OF SAID SECTION 10; THENCE ALONG THE WEST LINE OF SAID SECTION 10 NORTH 01°18'40" WEST 2110.3 FEET; THENCE NORTH 89°34'56" EAST 684.18 FEET; THENCE SOUTH 33°18'12" EAST 646.16 FEET; THENCE NORTH 85°53'22" EAST 363.31 FEET; THENCE NORTH 33°18'12" WEST 648.07 FEET; THENCE NORTH 00°09'42" WEST 551.43 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 544.13 ACRES, MORE OR LESS.

NORTH

0 200 400 800 1200

SCALE: 1"=400'

GRAND COUNTY
ENTRADA MOAB

MASTER PLAN

BERG ENGINEERING
380 E Main St. Suite 204
Midway, Ut 84049
ph 435.657.9749

DESIGN BY: PDB	DATE: 9 DEC 2021	SHEET
DRAWN BY: DEJ	REV:	1

path: X:\Work\Vgreys - Gonzales\Corner\
file name: 8"_SLIP_P.XI.dwg | plot date: December 09, 2021 | plotted by: drew

DEVELOPMENT AGREEMENT

OVERNIGHT ACCOMMODATIONS OVERLAY DISTRICT – RV/Campground
Pursuant to Grand County Code Section 4.6

This DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of this _____ day of _____ 2022 (the "**Effective Date**") by and between Intrepid Potash - Moab, LLC, a Delaware limited liability corporation with its principal place of business located at 1001 17th Street, Suite 1050 Denver, CO 80202 ("**Owner/Developer**"), and Grand County, a political subdivision of the State of Utah ("**County**").

Recitals

A. WHEREAS, Owner/Developer owns that certain property situated in Grand County, Utah, as more particularly described in ***Exhibit A*** (the "Property"), which is attached hereto and incorporated herein by this reference.

B. WHEREAS, Owner/Developer has requested Grand County to apply the Overnight Accommodations Overlay -RV/Campground District (the "OAO District Application") to the Property pursuant to Section 4.6 of the Grand County Land Use Code (the "Code").

C. WHEREAS, the Grand County Commission has, in the exercise of its legislative discretion and following all required public hearings, approved the OAO District Application pursuant to the terms and conditions herein.

D. WHEREAS, pursuant to the authority of Utah Code §17-27A-102(1)(b) and Section 4.6, as amended, the Parties desire to enter into this Agreement for the purpose of formalizing certain obligations of Owner/Developer with respect to the Property, and such other matters as the County and the Owner/Developer have agreed as particularly set forth below.

AGREEMENT

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

1. **DEFINITIONS**. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have those meanings assigned in Section 4.6 of the Code.

2. **COVENANT TO COMPLY WITH CODE**. Upon approval of the OAO-RV/Campground district, up to 16 overnight camping sites may be developed on the Property. In consideration of the application of the OAO District to the Property, and specifically the Development Standards set forth in Code Section 4.6.6, Owner/Developer hereby covenants and agrees to strictly comply with the provisions, duties, and obligations of Section 4.6 of the Code, which provisions, duties, and obligations are integrated herein by this reference.

3. **DEFAULT**.

3.1. Violation or breach of any provision of this Agreement or Section 4.6 of the Code, as amended, shall constitute a Default. The County may enforce a Default and impose penalties under the provisions of Sections 1.8 and 1.9 of the Code, as amended.

3.2. In the event of a Default, the COUNTY hereby reserves all of its remedies under this Agreement, the Code, and Utah law, including the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval; recover from any violator of this section civil fines, restitution to prevent unjust enrichment, and/or enforcement costs, including attorney fees, under the Code or Title 1 of the Grand County General Ordinances; and seek judicial enforcement of such fines, restitution and costs, including judgment liens and foreclosure, or any other appropriate action for unlawful detainer, injunctive relief or damages.

4. **MISCELLANEOUS**.

4.1. Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the County in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the Property are not covenants running with the land upon the Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the County.

4.2. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.

4.3. If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

4.4. This Agreement shall be governed by and construed under Utah law.

4.5. Except as otherwise provided herein, the provisions and covenants contained herein shall insure to and be binding upon the heirs, successors, and assigns of the parties.

4.6. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein. Further, whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

4.7. Except for legislative changes of Section 4.6 of the Code which are incorporated herein, this Agreement may be amended only upon written amendment executed by both Parties, recorded in the real property records of Grand County, Utah; provided, however, that all material terms and provisions may not be amended or modified without reapplication to the County.

4.8. This Agreement shall be recorded by Owner/Developer prior to recordation of a final plat or issuance of a building permit for any structure within a site plan approved hereunder, as required by Section 4.6 of the Code.

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

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

Name: _____
Gabriel Woytek, Chair

STATE OF UTAH)
) ss
COUNTY OF GRAND)

_____

NOTARY PUBLIC

Owner/Developer:

By: Intrepid Potash - Moab, LLC
Name: Rick York
Title: Manager

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On_____ 2022, Rick York, as manager of Intrepid Potash - Moab, LLC, a Delaware Limited Liability Company, appeared before me and acknowledged and swore to me that the foregoing Agreement was signed on behalf of its Articles of Incorporation and Operating Agreement.

_____
NOTARY PUBLIC

Exhibit A
Real Property Legal Description

A PARCEL OF LAND LOCATED WITHIN SECTIONS 3, 10, AND 11 OF T25S, R20E, SLB&M, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 3, T25S, R20E, SLB&M; THENCE ALONG THE CENTER SECTION LINE NORTH 89 ° 50'18" EAST 1057.3 FEET TO THE POINT OF BEGINNING, AND PROCEEDING THENCE NORTH 89° 50'18" EAST 271.17 FEET; THENCE NORTH 01 ° 17'50" WEST 782.14 FEET TO THE SOUTH RIGHT-OF-WAY OF HIGHWAY 313; THENCE WITH SAID RIGHT-OF-WAY NORTH 48° 15'55" EAST 795.26 FEET; THENCE WITH THE NORTH LINE OF LOT 14 NORTH 89 ° 37'07" EAST 184.08 FEET; THENCE SOUTH 01 ° 17'50" EAST 1310.66 FEET; THENCE NORTH 89° 50'18" EAST 538.90 FEET TO THE SOUTHEAST CORNER OF LOT 14, OF SAID SECTION 3; THENCE SOUTH 01 ° 25'11" EAST 2659.0 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 3; THENCE NORTH 89° 07'04" EAST 2622.8 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 3: THENCE SOUTH 01 ° 10'00" EAST 659.3 FEET TO THE SOUTHWEST CORNER OF THE N1/2NW1/4NW1/4 OF SECTION 11, T25S, R20E, SLB&M; THENCE NORTH 88° 50'16" EAST 1320.5 FEET TO THE SOUTHEAST CORNER OF THE N1/2NW1/4NW1/4 OF SAID SECTION 11; THENCE NORTH 01 ° 09'44" WEST 665.2 FEET TO THE NORTHEAST CORNER OF THE N1/2NW1/4NW1/4 OF SAID SECTION 11; THENCE NORTH 88° 35'01" EAST 1320.6 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 11; THENCE SOUTH 01 ° 09'28" EAST 2639.0 FEET TO THE CENTER OF SAID SECTION 11; THENCE SOUTH 88° 37'12" WEST 2640.8 FEET TO THE WEST QUARTER OF SAID SECTION 11; THENCE SOUTH 89° 06'01" WEST 2631.1 FEET TO THE CENTER OF SECTION 10, T25S, R20E, SLB&M; THENCE NORTH 00° 59'17" WEST 1319.1 FEET TO THE SOUTHEAST CORNER OF THE N1/2NW1/4 OF SAID SECTION 10; THENCE SOUTH 89° 05'02" WEST 2656.9 FEET TO THE SOUTHEAST CORNER OF THE N1/2NW1/4 OF SAID SECTION 10; THENCE NORTH 01 ° 11'26" WEST 1318.3 FEET TO THE NORTHWEST CORNER OF SAID SECTION 10; THENCE ALONG THE WEST LINE OF SAID SECTION 10 NORTH 01 ° 18'40" WEST 2110.3 FEET; THENCE NORTH 89° 34'56" EAST 684.18 FEET; THENCE SOUTH 33° 18'12" EAST 646.16 FEET; THENCE NORTH 85° 53'22" EAST 363.31 FEET; THENCE NORTH 33° 18'12" WEST 648.07 FEET; THENCE NORTH 00° 09'42" WEST 551.43 FEET TO THE POINT OF BEGINNING.

ENTRADA
CAMPS AND
CONSERVATION

January 20, 2022

Dear Members of the Grand County Commission:

I am writing to you today in support of the OAO application submitted by Entrada Camps and Conservation (ECC), which will be considered during the February 1 county commission meeting. ECC is currently under contract to purchase a 544-acre property along Highway 313 from Intrepid Potash Mining Company. The purchase agreement is contingent upon the approval of our OAO application. As I'm sure you are aware, the county planning commission voted unanimously to recommend our project for approval on October 11, 2021.

As a fifth generation descendent of homesteaders who settled near the Colorado/Utah border, I have been visiting Moab regularly for nearly 50 years. I have witnessed firsthand how explosive tourism growth has affected your community and I understand why many residents are wary of any type of new overnight accommodation development and why the Overnight Overlay Accommodation application process was adopted.

That said, for the past 25 years, I have been involved in developing and promoting sustainable, experiential tourism in some of the most sought after and fragile nature and natural history destinations in the world in both for-profit and not-for-profit capacities. I have served on the board and as an advisor to several organizations dedicated to promoting sustainable tourism, including Sustainable Travel International, Serengeti Watch and the Natural Selection Foundation.

I founded Entrada Camps and Conservation to bring a new model of low impact, high value sustainable tourism to the American West, beginning in Grand County, because I have seen firsthand how thoughtful, well-managed tourism can provide substantive economic benefits to local communities and people and can be a powerful force for the conservation and protection of the natural world.

Since 2009, I have served as the Executive Director of the International Galapagos Tour Operators Association, an internationally respected 501(c)(3) public charity dedicated to the lasting protection of the Galapagos Islands through the promotion of limited, well-managed tourism. Like Grand County, these islands have grappled with the issue of double digit annual tourism growth in recent years, facilitated in large part by a huge increase in the number of hotels there.

402 Cajetan Street, Fort Collins, CO 80524 | 303-815-7347
kareus.matt@gmail.com

I believe that the answer for destinations like Grand County and the Galapagos Islands is not to simply shut the door on any type of new tourism development, but to cultivate the kind of tourism industry that maximizes the benefits of tourism while mitigating its negative impacts.

I believe our project does exactly that. In fact, I believe Entrada Moab, if allowed to move forward, will set bold new standards for sustainable, socially and environmentally friendly overnight accommodations in the US and beyond.

Below I have summarized why I believe this to be the case for your consideration:

ECC is committed to conserving and protecting the natural heritage of Grand County
With just 16 tents on 544 acres, we believe that our vision for this property constitutes its most sustainable and beneficial long term use.

The property is located at the beginning of Highway 313, one of our country's most spectacular scenic by-ways and the gateway to Canyonlands National Park and Dead Horse Point State Park. Our small camp will be tucked into the back of the large box canyon. The tents will be designed to blend in seamlessly with their surroundings and will be barely visible from the highway and a very small fraction of the property would be impacted by our development. We are also in the process of exploring the possibility of placing a permanent conservation easement on the front half of the property to insure that it is never developed.

The property is currently zoned RG, which according to Article 3.1.1.d of the Grand County land use code, includes the permitted right to develop one residential unit per five acres as well as a variety of different types of businesses. In the past six months, I have been approached by three different parties who have expressed an interest in purchasing the property and developing five-acre "ranchettes." Water is of course an issue in this area, but there is now a deeded and approved well just across highway 191 that would produce enough water for a significant residential development. Unfortunately, this type of low density housing development would likely consist of very expensive homes, many of which would be vacation residences, and would do little, if anything, to ameliorate the local housing shortage, but would have a disastrous impact on visitor experience and the viewshed along Highway 313 forever.

I believe it is only a matter of time before this land is developed, and I strongly believe that our intended vision for the property will offer Grand County the opportunity to protect most of it, and the viewshed along Highway 313, in perpetuity. And because the property is privately owned, Entrada Moab will not result in any loss of existing access for local residents.

We are committed to the highest standards of sustainability
Our vision for Entrada Moab is for it to be not only a world-class overnight accommodation, on par with the best luxury safari camps of Africa, but for it to be the most sustainable, eco-friendly overnight accommodation in the United States. Our tents will be built on raised wooden platforms with minimal use of concrete and other hard infrastructure. Entrada Moab will be designed and built so that it can be easily removed with little trace, if necessary. On top of that,

we will employ state of the art water usage, energy efficiency, and waste water treatment technologies to ensure our impacts on the environment are minimal.

ECC is partnering with Luxury Frontiers to bring Entrada Moab to life. Luxury Frontiers designed and built Camp Sarika at Amangiri in southern Utah, along with many other top-tented camps and resorts in the world. *Travel & Leisure* recently released its list of top 100 hotels in the world and Luxury Frontiers' properties claimed the number two and 13 spots. In addition, Luxury Frontiers projects have won nearly every award for sustainability and innovation in the hospitality industry.

I believe Entrada Moab will be something that the residents of Grand County can be truly proud of and excited about.

We promote low volume, high value tourism
With only 16 tents, Entrada Moab will have a negligible impact on the county's overall visitor capacity. Yet our high nightly rate (starting around $2,000 per tent) will ensure that our contribution to the local tax base will be roughly the same as a standard 150 to 200 room hotel. Moreover, we will be servicing a segment of the market that is not currently being serviced by existing accommodations.

In addition, we estimate that we will hire approximately 50 full time staff members. Our vision of luxury, experiential tourism requires dedicated, engaged and loyal employees. That's why our staffing plan includes salaries that are 30% to 50% higher than Grand County averages for similar positions. Our budgets also include generous employee benefit packages, including housing stipends, health insurance, paid vacations, and profit sharing. Our aim is not to simply provide good jobs, but to provide world-class hospitality training and rewarding careers to our valued team members.

We strive to mitigate the negative impacts of tourism
The explosive growth of hotels and overnight rentals in and around Moab have clearly changed the character of your community and, especially in recent years, has had an adverse impact on the quality of life of the people who live here. Our location is 15 miles from town and we will have our own restaurant and onsite activities. We will also have our own vehicles and guides, all of which will minimize the need for our guests to bring or rent their own vehicles and venture into town.

The Entrada Moab experience will be heavily focused on the incredible beauty and natural history of Grand County. World-class naturalist guides will educate visitors about the incredibly complex and fragile ecology of the desert and the fascinating geology of the area. Our target market is highly educated, older guests (55+) who tend to favor walking, hiking, and biking to motorized sports and other more impactful types of recreation.

402 Cajetan Street, Fort Collins, CO 80524 | 303-815-7347
kareus.matt@gmail.com

We educate our guests and give back to the communities in which we operate
Entrada Moab will donate a minimum of 1% of its revenue (not profit!) to the not-for-profit Entrada Foundation, which will provide grants and support to community-based conservation projects. We are also developing an innovative traveler philanthropy initiative, which will educate our guests about challenges and issues facing the area and provide them with an opportunity to make a donation to our foundation.

We intend to become engaged and active citizens of the Grand County community and do our part to make it a better, more vibrant, and economically diverse place to live.

I welcome your question, comments, and ideas for how we can work together to support a vibrant and sustainable tourism industry in Grand County.

Sincerely,



Matt Kareus
Managing Director
Entrada Camps and Conservation

402 Cajetan Street, Fort Collins, CO 80524 | 303-815-7347
kareus.matt@gmail.com



ENTRADA · CAMPS AND CONSERVATION ·

SITE PLAN

1) Main Area 2) Eco Explorer Unit 3) Lux Explorer Unit 4) Boulder Pool 5) Family Pool 6) Pano Deck 7) Varnish Deck 8) Ledges Spa
9) Activity Center 10) Bridge 11) Rim Hike 12) Employee Facilities 13) Proposed Parking Zone 14) Primary Access 15) Service Access

LUXURY FRONTIERS
LEISURE AND DEVELOPMENT

ENTRADA
CAMPS AND
CONSERVATION



25 JUNE 2021

LUXURY
FRONTIERS
LEISURE AND DEVELOPMENT

ENTRADA MOAB

CONCEPTUAL PRESENTATION



ENTRADA · CAMPS AND CONSERVATION ·

SITE PLAN

1) Main Area 2) Eco Explorer Unit 3) Lux Explorer Unit 4) Boulder Pool 5) Family Pool 6) Pano Deck 7) Varnish Deck 8) Ledges Spa
9) Activity Center 10) Bridge 11) Rim Hike 12) Employee Facilities 13) Proposed Parking Zone 14) Primary Access 15) Service Access

LUXURY FRONTIERS
LEISURE AND DEVELOPMENT



DISTANCE STUDY

ENTRADA · CAMPS AND CONSERVATION

LUXURY FRONTIERS
LEISURE AND DEVELOPMENT



VIEWSTUDY

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LEISURE AND DEVELOPMENT

ENTRADA CAMPS AND CONSERVATION

SITE VIEW



ARCHITECTURAL MOOD







ARCHITECTURAL MOOD





ARCHITECTURAL MOOD







TENT ILLUSRATION: SINGLE UNIT



ENTRADA CAMPS AND CONSERVATION

FLOOR PLAN: SINGLE UNIT

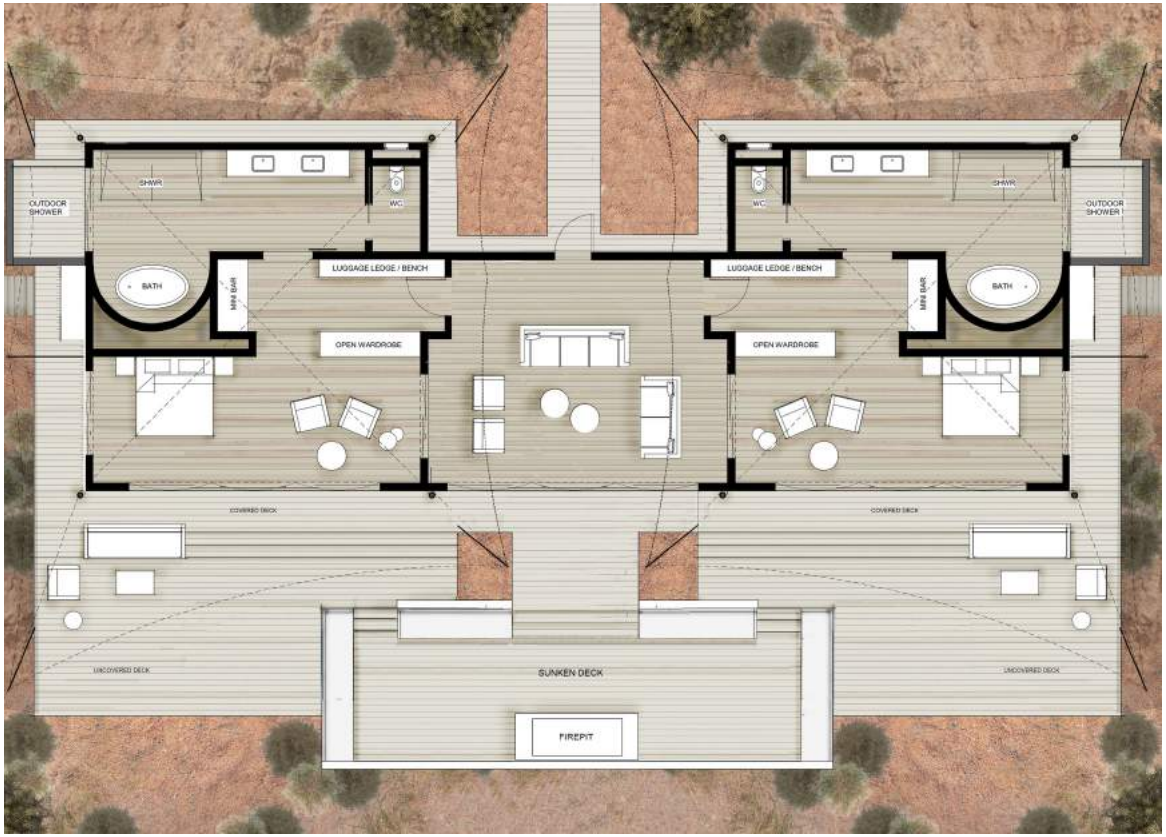


AREA SCHEDULE

ROOM	388 sqf
BATHROOM	248 sqf
DECK	592 sqf
FIREPIT	108 sqf
OUTDOOR SHOWER	43 sqf
TOTAL AREA	**1379 sqf**

ENTRADA CAMPS AND CONSERVATION

FLOOR PLAN: FAMILY UNIT

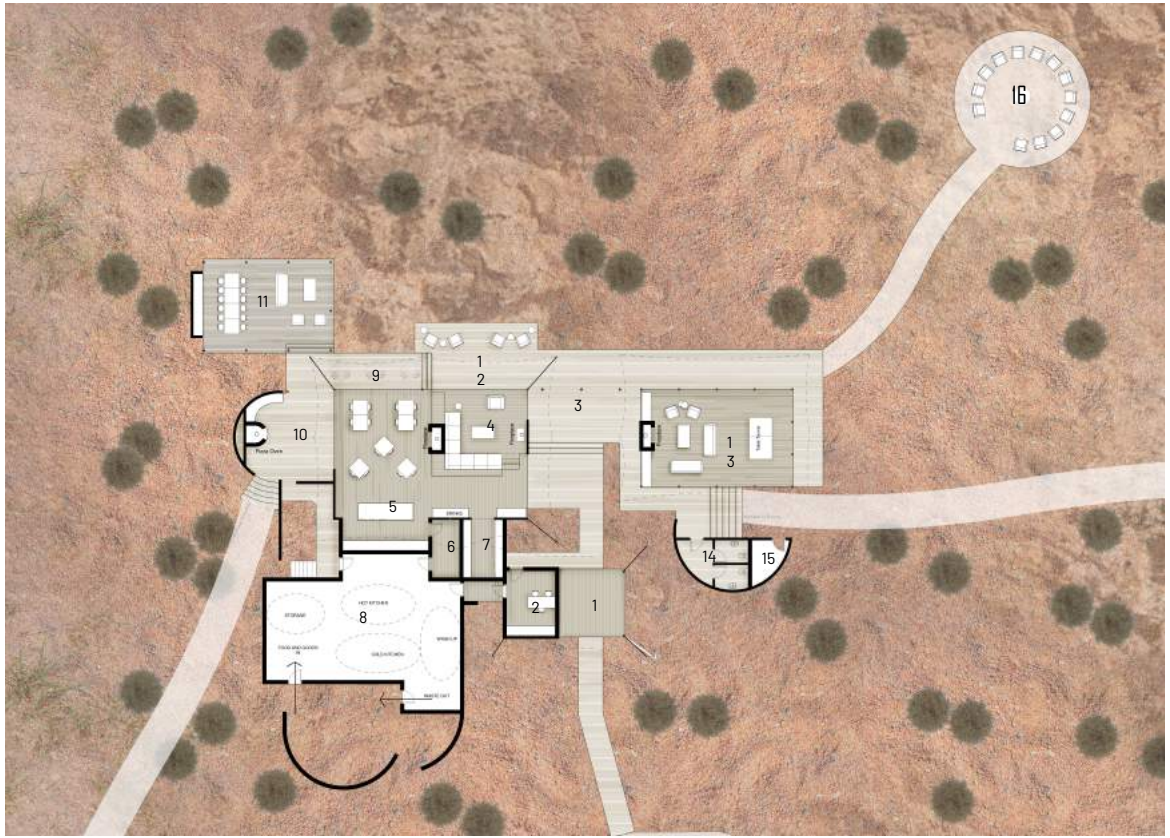


AREA SCHEDULE

ROOMS	776 sqf
LOUNGE	387 sqf
BATHROOMS	496 sqf
DECK	1184 sqf
FIREPIT	250 sqf
OUTDOOR SHOWER	86 sqf
TOTAL AREA	**3179 sqf**

ENTRADA CAMPS AND CONSERVATION

FLOOR PLAN: MAIN LODGE



AREA SCHEDULE

WELCOME AREA	388 sqf
OFFICE	248 sqf
COVERED DECK	592 sqf
LIVING ROOM	108 sqf
SHOW KITCHEN	43 sqf
LOBBY	75 sqf
WINE ROOM	108 sqf
KITCHEN	1076 sqf
FRONT DESK	270 sqf
OUTDOOR	345 sqf
PERGOLA	603 sqf
LOWER DECK	355 sqf
FAMILY ROOM	679 sqf
GUEST WC	140 sqf
STOREROOM	54 sqf
FIREPIT	689 sqf
TOTAL AREA	**6348 sqf**

ENTRADA
CAMPS AND
CONSERVATION



THANK YOU

Matt Kareus
Principal and
Managing Director
kareus.matt@gmail.com
303-815-7347

DISCLAIMER

No representation or warranty, express or implied, is made by Entrada Camps and Conservation or any of its advisors, agents or employees as to the accuracy, completeness or reasonableness of the information contained in this presentation nor as to the attainability of any estimates or projections contained herein. Actual results will vary and such variations may be material. This presentation is provided expressly on the basis that you will carry out your own investigations into these matters and make your own independent decisions regarding the same.



Mallory Nassau <mnassau@grandcountyutah.net>

[Commission] Proposed Entrada Campground

1 message

rachel nelson <nelsonrachelmarie@gmail.com> Wed, Feb 9, 2022 at 4:26 PM
To: commission@grandcountyutah.net

Dear County Commissioners,

I am writing to request that you deny the application for the Overnight Accommodations Overlay for the proposed Entrada Campground near highway 191 and State Route 313.

I do not doubt that if it is built, beds will be filled, however, Moab residents have spoken repeatedly about feeling overwhelmed with visitors. I do not think building these units will in any way help to diversify Moab's economy. It will, however, put a continued strain on our capacity to serve current visitors and tourists, and put a strain on our water resources. I also, more than anything, worry that approving this overlay would open the flood gates to future overlay requests. A bad precedent, in my opinion.

No developer needs to "win the lottery" so to speak. Such approvals are at the discretion of the Commission, and by proxy, the residents they serve.

Thank you for your consideration,

Sincerely,

Rachel Nelson

--
Rachel Nelson Hadler
339 W 400 N
Moab, UT 84532
435 220 0024
nelsonrachelmarie@gmail.com



Mallory Nassau <mnassau@grandcountyutah.net>

[Commission] Entrada Moab

1 message

tisha gjrelativity.com <tisha@gjrelativity.com> Tue, Feb 8, 2022 at 1:06 PM
To: "commission@grandcountyutah.net" <commission@grandcountyutah.net>

To whom it may concern,

We support the Entrada Moab project because it offers the best possible use of that particular property and offers the county an opportunity to protect and preserve the view shed along Highway 313. It also helps spread out travelers as to Alleviate the crowding in town.

Thank you for allowing input.
Tisha Cassity
550 North Main st
Moab, UT

Get Outlook for iOS



Mallory Nassau <mnassau@grandcountyutah.net>

(no subject)

Mallory Nassau <mnassau@grandcountyutah.net> Tue, Feb 8, 2022 at 1:00 PM
Draft

--
Mallory Nassau
Commission Administrator
Grand County
(435) 259-1346
mnassau@grandcountyutah.net

---------- Forwarded message ----------
From: Travis Van den Broeke <t.r.vandenbroeke@gmail.com>
To: commission@grandcountyutah.net
Cc:
Bcc:
Date: Tue, 8 Feb 2022 06:54:53 -0700
Subject: [Commission] Fwd: Glamping

> Hello, I'm a long time Moab resident and I vehemently oppose the new proposed entrada glamping retreat. Moab has been overrun with hotels as of late, but they've mostly stayed in the valley which is good. This would be a pockmark on the way into a beautiful national park. It's unnecessary and unwanted.
> Additionally there should be a huge nightly room tax on all existing hotels and nightly rentals that should pay for community housing for locals.
>
> Travis Van den Broeke
> 580 e 200 s
> Moab UT 84532
>

---------- Forwarded message ----------
From: Robert Hollahan <robert.hollahan@gmail.com>
To: commission@grandcountyutah.net
Cc:
Bcc:
Date: Mon, 7 Feb 2022 20:17:30 -0700
Subject: [Commission] Comment re: Entrada Moab
To the Grand County Commission:

The website of the potential developer of the Entrada Moab project includes a photo of an individual illegally standing atop Mesa Arch, his arms spread in triumph (see: https://www.entradacamps.com/). This image is a striking visual metaphor for how the developer seeks to "improve" the natural scenery of the proposed site by creating a luxury resort for the benefit of an ultra-wealthy few.

I urge the Commission to deny Entrada Moab's application.

Robert Hollahan
Moab, UT

---------- Forwarded message ----------
From: Ike Bancroft <ikejb714@gmail.com>
To: commission@grandcountyutah.net

Cc:
Bcc:
Date: Mon, 7 Feb 2022 11:26:50 -0700
Subject: [Commission] Entrada Moab
Hello,

I agree with Christina Sloan that the OAO proposal should not be approved until a full survey of carrying capacity is completed, and zoning can be amended to include employee housing requirements.

If the developer truly intends to build as sustainably as possible (although which is more sustainable - new development or leaving the land in its natural state?), then they should no problem with the county conducting their study to deem whether the land and water table can afford such a development. If not, can we really take them at their word that their development will "protect the land as open space"? This reminds me of Jon Dwight's claim that Lionsback will ease "camper-caused stain", and "have a positive impact on the Moab community", while nothing of the sort has been proposed or proven.

If we are going to allow outside developers to spin their tall tales of conservation and philanthropy, we better hold them to those standards in concrete ways or deny their applications in the first place.

Thank you,
Ike Bancroft

---------- Forwarded message ----------
From: Jj Naico <naicojj@gmail.com>
To: commission@grandcountyutah.net
Cc:
Bcc:
Date: Mon, 7 Feb 2022 11:16:12 -0700
Subject: [Commission] Moab Glamping
Hi I live and work in Moab and just wanted to voice my opposition on the so called glamping resort Entrada Moab that is proposed near HWY 191 & 313. We need lower income housing or some sort of business that would help support locals and serve locals not more tourist nightly rentals or 2nd homeowners. I unfortunately have to leave Moab after 8 years of living here because my family can't afford to purchase a overpriced home and our lease is up, The price of rent has gone up drastically and Us leaving will have affect on the business I work for as well.

Sincerely A Concerned Resident

Sent from my iPhone

---------- Forwarded message ----------
From: Liz Thomas <moablizard72@gmail.com>
To: "commission@grandcountyutah.net" <commission@grandcountyutah.net>
Cc:
Bcc:
Date: Mon, 7 Feb 2022 11:09:48 -0700
Subject: [Commission] Comments re Entrada OAO application for hwy 313/191 - please defer decision
Dear Commissioners,

I am concerned about the proposed Entrada OAO application for the Hwy 313/191 area. The proposal includes 16 luxury glamping units, activity center, spa, swimming pools, panoramic deck, and trails.

As the Planning & Zoning department's report states:

- Grand County's overnight accommodations to primary residence **ratio has gotten worse** from the 2019 baseline. It has increased from 1.4 in 2019, to 1.7 today, 5,414 nightly rental units vs. 3,372 primary residence units. This will likely continue to get worse as the approved nightly rental permits in the pipeline are continued to be built;
- The property is currently zoned Range and Grazing (RG) which the LUC states has a 5 acre minimum lot size.

The County Attorney notes:

- The County will soon begin a process to review and update it's Overnight Accommodation Overlay (OAO) ordinance, and in particular the RV Park/Campground zone regarding employee housing requirements, viability of park unit models, and carrying capacity study.

The developer has stated that he is amenable to putting a conservation easement over the majority of the property that will not be used for the luxury glamping resort.

Can the County require an enforceable conservation easement prior to permitting the OAO rezone, or as a condition to approving the OAO rezone? If yes, would the conservation easement be enforceable against the current owners (vs future owners) if they want to expand the development?

Can the County require employee housing units as an enforceable condition to the OAO rezone, even though employee housing is not currently included in the OAO ordinance for campgrounds?

Although 16 glamping units, an activity center, swimming pools and spa might be better than 100+ high-end second-homes scattered across the property, which the GC LUC currently allows, I urge the GC Commission to **defer a decision on the rezone application until after the County has revised its OAO zoning ordinance**. However, if the GC Commission feels compelled to approve the rezone application now, please i**nclude strict and enforceable development requirements that prohibit any expansion of development beyond the initial application**.

Thank you for considering my comments.

-Liz Thomas
Grand County resident

1.

---------- Forwarded message ----------
From: David Glover <sixers2009@gmail.com>
To: commission@grandcountyutah.net
Cc:
Bcc:
Date: Mon, 7 Feb 2022 11:06:09 -0700
Subject: [Commission] Locals opposed to Entrada Moab(191&313)
Hi I live and work in Moab and just wanted to voice my opposition on the so called glamping resort Entrada Moab that is proposed near HWY 191 & 313. We need lower income housing or some sort of business that would help support locals and serve locals not more tourist nightly rentals or 2nd homeowners. Thanks!

David

---------- Forwarded message ----------
From: Brian Hays <brianhays1@gmail.com>
To: commission@grandcountyutah.net
Cc:
Bcc:
Date: Sat, 5 Feb 2022 21:32:41 -0700
Subject: [Commission] Public Comment on Proposed Entrada Development HWY 313
Dear County Council,

Thank you for the opportunity to comment. I expressed some comments in the 2/1/22 meeting and would like to reaffirm my position:

My wife and I own a 16 acre parcel that is surrounded on two sides by the proposed Entrada Camps and Conservation development. Overall we support the project for the following reasons.

1) We would prefer no more development around Moab, but this is unrealistic. This parcel is private land and can be developed under the current Range and Grazing zoning. We prefer the Entrada Camps and Conservation development to other potential land uses that could happen on this property. The 500+ acre parcel could be developed into one residence per 5 acre lot under the current zoning. That would be a much larger impact than what Entrada is proposing.

2) Conservation Easement. Entrada is offering to make the front portion of the property into a conservation easement. I don't think there will ever be a better offer than 16 tents and a conservation easement on this 500 acre parcel. The county attorney and zoning and planning should find a way to accept this offer and require it as a term of the OAO approval.

3) If Entrada does not develop the land there are several other buyers looking to develop the land. If the priority of the council is preserving the viewshed on the 313 corridor the Entrada project is probably the safety bet as it will be back in the box canyon.

4) Why am I supporting this? We are interested in preserving the open space around our parcel of land. We would prefer no development of any kind ever, but this is unrealistic. We feel the Entrada development is the best bet to preserve open space around our property. If the conservation easement portion of this proposal goes through it will surround our property which would be the ideal situation for us.

Respectfully,

Brian Hays

--
Brian Hays
brianhays1@gmail.com
(435) 260-9211

---------- Forwarded message ----------
From: Samantha Derbyshire <samanthaderbyshire@gmail.com>
To: commission@grandcountyutah.net
Cc:
Bcc:
Date: Mon, 7 Feb 2022 10:25:45 -0700
Subject: [Commission] proposed 191 & 313 clamping
PLEASE, PLEASE, PLEASE do not approve the proposed "luxury eco-retreat" at 191 & 313. A current camping capacity survey should be completed prior to even entertaining the idea. We already have the Lionsback resort going in which is going to take away from our beautiful natural landscape we need to protect Moab not exploit it further. Also, THERE IS A HOUSING CRISIS, we don't need any new accommodation under any circumstances until we have affordable housing for the people who live and work here. Don't exacerbate the problem. If people want to come here and camp they can do it the good old fashioned way by popping a tent. Again DO NOT APPROVE the luxury eco-retreat.

A very frustrated community member

---------- Forwarded message ----------
From: Everett Strazza-Whalen <everettsw44@gmail.com>
To: commission@grandcountyutah.net
Cc:
Bcc:
Date: Sat, 5 Feb 2022 19:44:10 -0700
Subject: [Commission] "Glampground"
To whom it may concern,
My name is Everett Strazza-Whalen, I am writing you today to oppose the Endrada moab project and ask that you block this and all future projects of similar nature.
I grew up in durango Colorado with moab and the vast wonders of its canyon counrty just a short drive from my front door. To say moab and the canyon country of southern Utah are home is an understatement. My childhood and upbringing on the rivers and mountains of the west shaped and influenced my future. I spent years of my life guiding westwater, cataract canyon, desolation canyon, and the moab daily. The beauty of the canyonlands area cannot be enhanced or bettered by human development, it can only be harmed. To even consider adding yet another strain on an already fragile water supply would be an atrocitie. We have seen in the last ten years such an influx of tourism in the southern utah area particularly moab and its national parks, and with it overuse and destruction of wild places as well as sacred sites, petroglyph vandalism, adding to this desecration of yet another wild space is a gross mishandling of

deciding power with the only focus being on money. Do not allow this to happen as this project will benefit no one in the southwest and cause harm to an already fragile and stressed ecosystem.
Do the right thing and block this project.

Cordially,
Everett Strazza-Whalen

---------- Forwarded message ----------
From: Mary Tiger Keogh <mtigerkeogh@gmail.com>
To: commission@grandcountyutah.net
Cc:
Bcc:
Date: Sat, 5 Feb 2022 18:06:11 -0700
Subject: [Commission] glamping zoning change
Dear Commissioners,

Please say NO to zoning changes, especially when they are for more overnight rentals, that DO NOT include ample employee housing.

Perhaps consider the idea later when you get code written that mandates employee housing BEFORE a zone change is considered. Let's not put the cart before the horse ever again.

Thanks so much & keep up the good work.

Tiger Keogh
Moab, UT
801-541-7314

---------- Forwarded message ----------
From: Sam Van Wetter <sam@ruralutah.org>
To: commission@grandcountyutah.net
Cc:
Bcc:
Date: Fri, 4 Feb 2022 17:31:00 -0700
Subject: [Commission] Glamping at 313/191
Hello Commissioners -

I urge the Commission to deny the application of the Overnight Accommodations Overlay for Entrada Camps and(/or) Conservation. Until the County completes its census of current camping capacity, it is unnecessary and reckless to authorize rezoning to private camping or glamping interests. The people of Grand County have not asked for more overnight accommodations. As of yet, "environmentally responsible tourism" development is a misnomer.

I hold the same opinion of the upcoming application of Tin Roof Cabin Resort.

Respectfully,
Sam

--
Sam Van Wetter *(he/him)*
Grand County Field Organizer
the Rural Utah Project
303.304.7716
ruralutahproject.org

---------- Forwarded message ----------
From: Zach Raney <zraney777@gmail.com>
To: commission@grandcountyutah.net
Cc:
Bcc:
Date: Fri, 4 Feb 2022 16:12:41 -0700
Subject: [Commission] 313 glamping proposal comment

Hello,

My name is Zach Raney, I am a grand county resident and would like to comment on this proposal.

The 313 corridor is already flooded with glamping, luxury trains and giant plastic dinosaurs, can we really consider another luxury accommodation? This soul sucking boom of infrastructure to accommodate more and more has gone on enough.

Locals are getting priced permanently out of housing and the town is going the direction of telluride. Soon we won't have a free place to piss.

All jokes Aside, such an eye sore (like the plastic dinosaurs) this proposal would do next to nothing to assist local economy and certainly nothing for residents.

Sure the glampers will patronize restaurants and buy little trinkets, but so will literally anyone else. Plenty of places to stay in town.

Be weary of developers hiding under the guise of eco-conservation, like what the fuck is that??

It's a frustration we have let this type of development go on unchained. We need to put our citizens first and work toward keeping moab a truly special place, not selling its soul to the highest bidder.

-Zach Raney

---------- Forwarded message ----------
From: Jenna Gorney <jgorney@grandcountyutah.net>
To: Laura Harris <lharris@grandcountyutah.net>
Cc: Planning2 <planning@grandcountyutah.net>
Bcc:
Date: Thu, 3 Feb 2022 21:43:48 -0700
Subject: Fwd: [Planning] Feedback on future area planning
Laura, please see below

---------- Forwarded message ---------
From: **Karen Robinson** <sombra@frontiernet.net>
Date: Thu, Feb 3, 2022, 8:29 PM
Subject: [Planning] Feedback on future area planning
To: <planning@grandcountyutah.net>

Please, can you clarify one paragraph for me. Item 5 asks what you would like to see in the highway 191 corridor, and then defines that corridor as: "Highway 191 Corridor is every parcel that touches Highway 191, plus any parcels behind those that are zoned Highway Commercial and General Business."

Does this mean it includes any parcels that abut parcels zoned Highway Commercial and General Business (i.e. any of the properties along Desert Road – they abut the HC zone)? Or does it mean "every parcel that touches Hwy 191 plus those parcels zoned Highway Commercial and General Business"?

In other words are we including currently basically residential parcels as "Highway Commercial" if they happen to border a Highway Commercial or General Business Zone?

I assume that we are calling only those areas on the Grand County Parcel Map that are red or dark pink "highway commercial", but my assumptions are not always correct.

Karen Robinson
2881 E Bench Rd
sombra@frontiernet.net
259-4626

Virus-free. www.avast.com

---------- Forwarded message ----------
From: dandg@xmission.com
To: commission@grandcountyutah.net
Cc:
Bcc:
Date: Mon, 31 Jan 2022 17:44:58 -0700
Subject: [Commission] Agenda item Y
My name is Finn Wanczyk, I live on 687 Hillside Dr, and have for a very long time. I understand a proposal has been made for Glamping units in the seven mile area. The seven mile area is home to some of the most spectacular scenery in our area, equal to areas in our national parks. Also, it's an area of cultural importance. White tents, water trucks, septic trucks, and overnight visitors will change this area forever.

I respectfully urge you, the grand county council, to deny this application and any follow on applications for this activity.

I we all will be remembered for our actions and legacy. Let your's be that you protected our beautiful area against greed.

Peace,
Finn

14 attachments

- **[Commission] Fwd: Glamping.eml**
  13K
- **[Commission] Comment re: Entrada Moab.eml**
  14K
- **[Commission] Entrada Moab.eml**
  14K
- **[Commission] Moab Glamping.eml**
  13K
- **[Commission] Comments re Entrada OAO application for hwy 313/191 - please defer decision.eml**
  20K
- **[Commission] Locals opposed to Entrada Moab(191&313).eml**
  13K
- **[Commission] Public Comment on Proposed Entrada Development HWY 313.eml**
  17K
- **[Commission] proposed 191 & 313 clamping.eml**
  14K
- **[Commission] "Glampground".eml**
  16K
- **[Commission] glamping zoning change.eml**
  14K
- **[Commission] Glamping at 313/191.eml**
  14K

[Commission] 313 glamping proposal comment.eml
15K

Fwd: [Planning] Feedback on future area planning.eml
17K

[Commission] Agenda item Y.eml
15K



Mallory Nassau <mnassau@grandcountyutah.net>

(no subject)

Mallory Nassau <mnassau@grandcountyutah.net> Wed, Feb 9, 2022 at 3:56 PM
Draft

--
Mallory Nassau
Commission Administrator
Grand County
(435) 259-1346
mnassau@grandcountyutah.net

---------- Forwarded message ----------
From: Jillian Jacobelli <jillian.jacobelli@gmail.com>
To: Commission@grandcountyutah.net
Cc:
Bcc:
Date: Wed, 9 Feb 2022 08:24:47 -0700
Subject: [Commission] Camp Entrada
To the commission,

I believe NO rezoning is better than rezoning for minimal developing. Please deny Camp Entrada's rezoning request to preserve our natural landscape.

Thank you,
Jillian Jacobelli
Moab resident

---------- Forwarded message ----------
From: Sara Ozawa <saramozawa@gmail.com>
To: commission@grandcountyutah.net
Cc:
Bcc:
Date: Tue, 8 Feb 2022 22:28:12 -0700
Subject: [Commission] Please Deny Entrada Camp's Rezoning Request
To whom it may concern,

Proposals such as that of the Entrada Camp set the tone for a greater shift in Moab's development that I pray never comes. Our community does not exist as a foundation upon which developers can reliably grow their wealth through schemes like charging thousands of dollars to sleep under canvas. This type of concept serves no one but a handful of individuals who care not one iota about this town, aside from its utility for their profiteering. We have so much more to offer those who come to visit. Please utilize this opportunity to take a stance against this kind of development as we, the Moab community, continue the honorable duty of conceiving of original, inclusive, and socially and ecologically beneficial ways of stewarding this place.

Thank you,
Sara Ozawa

---------- Forwarded message ----------
From: Lisa Paterson <lpater1@hotmail.com>
To: "commission@grandcountyutah.net" <commission@grandcountyutah.net>
Cc:
Bcc:

Date: Wed, 9 Feb 2022 02:11:33 +0000
Subject: [Commission] Luxury eco-retreat near 191 & 313
Dear County Commission Members,

I write to ask you to table the decision to approve or disapprove the luxury eco-retreat, Entrada Moab, proposed near the junction of highways 191 and 313. There are questions that must be answered before this development is either approved or denied.

Is there enough water available for this development? If there is not enough water available, will the developer be trucking in the water needed. If so, where will this water come from? Who will determine the availability of water to this developer?

Most of this property is to be placed into a conservation easement. While this is a welcome choice, questions have not been answered regarding who monitors this conservation easement. If the land is sold, does a conservation easement travel with it into the future…forever? The paper states that the easement “can’t be included in the development agreement”. Is it wise to make a decision based on trust?

If this proposal is approved, will it set a precedent for the approval of other developments/campgrounds in this zone?

Thank you for considering these questions as you decide whether to bring to a vote the approval/disapproval of Entrada Moab.

Thank you very much for your consideration of this matter.

Sincerely,
Lisa Paterson

Lisa Paterson Coaching
Gently Held, Deeply Seen

---------- Forwarded message ----------
From: Ruth Dillon <ruthmdillon@gmail.com>
To: commission@grandcountyutah.net
Cc: csloan@grandcountyutah.net, emartin@grandcountyutah.net, Noelle Strong <noellestrong@gmail.com>, Hans Berglund <hansnberglund@gmail.com>, Entrada at Moab <entrada@stewartcustombuilders.com>
Bcc:
Date: Tue, 8 Feb 2022 17:15:18 -0700
Subject: [Commission] Citizen Comment - Proposed “Entrada Moab” Glampground

Dear County Commissioners,

Thank you for your ongoing hard work, especially when it comes to Land Use Code applications. My comment is on behalf of the Entrada at Moab Homeowners Association of which I'm an elected board member and officer (as well as an Entrada unit owner). We held our annual HOA membership meeting this past Saturday and several members expressed concern about the name of the proposed luxury eco-retreat glampground development ("Entrada Moab") being so close in name and function to our development ("Entrada at Moab") as to create inordinate confusion for guests of both developments. Furthermore, our development is marketed as "luxury" lodging and has a spa and swimming pool, as will the proposed development. The member-owners of Entrada at Moab expressed significant concerns that there will be confusion between the two names and lodging options.

If the application for the Overnight Accommodations Overlay to the property is approved, could the Commission request of the applicant that they use their already existing name of "Entrada Camps and Conservation" or some other name instead of "Entrada Moab"? Or could the application potentially be approved **contingent upon** such a name that, in fact, specifically does not conflict with the name of the already existing "Entrada at Moab"?

As background and as you probably know, Entrada at Moab is located at 650 West 400 North (across from the old hospital). Even though it is located within Moab City proper, it is also located within Grand County. The Entrada at Moab condominium complex was completed in 2018 and is marketed globally as "the premier 45-unit townhome development located in the heart of Utah's recreational center of Moab... Whether you play in Moab on foot or on wheels, you'll look

forward to ending the day in this 4 (or 3) bedroom, 3 bath luxury condo." The development is zoned for nightly rental; see www.entradaatmoab.com for more information.

Copied here, along with the County Planner and County Attorney, are: the two other board members of the HOA who attended the recent annual membership meeting and who also own Entrada at Moab units (Noelle Strong, President and Hans Berglund, Vice President); and the Entrada at Moab HOA Manager, Duane Stewart of Stewart Custom Builders who also attended the membership meeting.

Thank you for your consideration,

Ruth Dillon

401 Williams Way

Moab, Utah

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4 attachments

- **[Commission] Camp Entrada.eml**
  13K
- **[Commission] Please Deny Entrada Camp's Rezoning Request.eml**
  14K
- **[Commission] Luxury eco-retreat near 191 & 313.eml**
  20K
- **[Commission] Citizen Comment - Proposed “Entrada Moab” Glampground.eml**
  19K

Agenda Summary GRAND COUNTY COMMISSION February 15, 2022 Item No. I	
TITLE:	Adopting Ordinance approving the Amended and Restated Development Agreement for Viewgate Terrace Phase II Final Plat, an HDHO development
FISCAL IMPACT:	N/A
PRESENTER(S):	Elissa Martin, Planning & Zoning

Prepared By:
GRAND COUNTY PLANNING & ZONING

FOR OFFICE USE ONLY:

Attorney Review:

Complete

STATED MOTION :

I move to adopt the ordinance approving the proposed Amended and Restated Development Agreement for Viewgate Terrace HDHO development with the following condition:

a. The Owner shall record the Development Agreement in the real property records of Grand County simultaneously with this Ordinance and prior to application for further site plan, construction, or development approvals.

STAFF RECOMMENDATION: APPROVE

Applicant has met all requirements of LUC section 4.7

BACKGROUND:

The County Commission approved the HDHO District for Viewgate Terrace via Ordinance No. 599 on October 15, 2019. The Preliminary Plat was approved by the Planning Commission on May 25, 2020, and subsequently the County Commission approved the Final Plat for Phase I of Viewgate Terrace on July 21, 2020. The phase II final plat is currently being processed, but the expiration date for approval has already passed (October 19, 2021), per LUC section 4.7.

The Applicant has requested an extension given the unforeseen and intricate issues related to subsurface water on certain lots and the need to establish appropriate mitigation for the water, requiring considerable time and effort in both engineering and legal, and County staffing transitions and shortages since the County approved the HDHO Development

ATTACHMENT(S):

1. Staff Report
2. Amended and Restated Development Agreement
3. Draft Ordinance
4. HDHO District approval -- Ordinance 599

STAFF REPORT
PLANNING & ZONING DEPARTMENT
GRAND COUNTY, UTAH

DATE: January 4, 2022

TO: Grand County Commission

SUBJECT: Viewgate Terrace HDHO Amended Development Agreement

PROPERTY OWNER: Viewgate Development, LLC

PROP. OWNER REP: William Hansen

ENGINEER: PPEG Consulting

PROPERTY ADDRESS: 1290 Legacy Dr. Moab, UT (Parcel No. 02-0VGT-0003)

SIZE OF PROPERTY: 16.32 acres

EXISTING ZONE: Underlying zones: Rural Residential (RR),
Overlay zone: HDHO-35c

EXISTING LAND USE: residential and vacant

ADJACENT ZONING AND LAND USE(S): RR, HC and Hotel

APPLICATION TYPE
HDHO Development Agreement amendment, Legislative

STAFF RECOMMENDATION: Neutral
An amendment to an HDHO development agreement is a legislative procedure, all County LUC requirements have been met and reviewed and approved by staff.

APPLICATION PROCEDURE
Decision Type: Legislative

Public Notices: ☐ Public Meeting at:
- ☐Planning Commission
- ☐ County Commission

☒ Public Hearing at:
- ☒ Planning Commission
- ☒ County Commission

Attachments:
- ☐ Approval Letters
- ☒ Master Plan
- ☒ Development Agreement
- ☒ Approving Ordinance
- ☐ Legal Notice
- ☐ Legal Description
- ☐Public Comments
- ☐ Agency Comments
- ☐Response to Standards
- ☐ Other: Click or tap here to enter text.

SUMMARY OF REQUEST
The HDHO district approval for Viewgate Terrace expired on October 15, 2021, and final plat approval for Phase II has not been processed to final decision at this time. Citing several reasons for the delay in obtaining approval for the Final Plat, the applicant has formally requested a six-month extension for Phase II Final Plat for the project. The Development Agreement is also amended to clarify the Article 4.7 of the Land Use Code to allow local businesses or nonprofits to hold title to HDHO units if they qualify as an Actively Employed Household per section

4.7.3(A)(2) of Grand County Land Use Code.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
No site improvements will be made as a result of this amendment.

CONSIDERATIONS FOR APPROVAL / DENIAL / OR POSTPONEMENT

Planning Commission Recommendation: Approve

On January 10, 2022, the Planning Commission voted unanimously to send a favorable recommendation to the County Commission for approval of the Viewgate Terrace amended Development Agreement.

Consistency with General Plan

The proposed Development Agreement is for an HDHO development, which is not specifically mentioned in the General Plan, but as the County Commission (then Council) adopted the approving ordinance for the HDHO districts, it is assumed to be supported by a General Plan update.

Conformance with Grand County Land Use Code (LUC)

The proposed Amended Development Agreement is in conformance with LUC provisions of Article 4.7 High Density Housing Overlay Districts in the following ways:

a) The Grand County Commission, in the exercise of its legislative discretion and following all required public hearings, approved the application of the HDHO District to the Property together with the associated Master Plan and Development Agreement and Deed Restriction (the "Development Agreement") via Ordinance No. 599 on October 15, 2019.

b) The Development Agreement provides that no fewer than eighty percent (80%) of the Lots and Units developed on the Property are deed restricted for Primary Residential Housing for Actively Employed Households, as defined in LUC Section 4.7.3 and subject to the County's HDHO Rules and Regulations on file with the County.

c) LUC Section 4.7.3 defines Actively Employed Households to include an owner or owner's representative of a business or entity with a primary place of business within Grand County but fails to clarify that the local business or entity may hold fee simple title to the HDHO Lot or Unit so long as the owner or director qualifies under Section 4.7.3(A)(2).

GRAND COUNTY, UTAH
ORDINANCE NO. _____ (2022)

APPROVING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND DEED RESTRICTION FOR VIEWGATE TERRACE HIGH DENSITY HOUSING OVERLAY DISTRICT

WHEREAS, the previously named Grand County Council (County Council) adopted the *Grand County General Plan Update* (General Plan) on February 7, 2012 with Resolution No. 2976;

WHEREAS, the County Council adopted the *Grand County Land Use Code* (Land Use Code) on January 4, 1999 with Ordinance No. 299 and amended it February 19, 2008 with Ordinance No. 468 for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, the County Council adopted the High-Density Housing Overlay (HDHO) with Ordinance No. 591 (2019), which replaced and repealed Ordinance No. 584, in an effort to stimulate the construction of deed-restricted workforce housing in Grand County;

WHEREAS, View Development, LLC are the owners of record (Owner) of real property known as, 1290 Legacy Dr., Moab, Utah (property), more specifically described as follows;

> Lots 1A, 18, and 2, VIEWGATE TERRACE, Phase1, a subdivision located within Section 7, Township 26 South, Range 22 East, Salt Lake Base and Meridian, all according to the official plat thereof.
>
> 16.32 acres (Parcel No. 02-0VGT-0003).

WHEREAS, the Grand County Commission, in the exercise of its legislative discretion and following all required public hearings, approved the application of the HDHO-35 District to the Property together with the associated Master Plan and Development Agreement and Deed Restriction (the "Development Agreement") via Ordinance No. 599 on October 15, 2019;

WHEREAS, the County Commission approved the Viewgate Terrace Phase I Final Plat, HDHO Development on real property located at 1248 and 1260 S. Hwy 191, Grand County, Utah (Final Plat, Phase I) on July 21, 2020;

WHEREAS, LUC Section 4.7.8(F) provides that the HDHO District approval shall automatically expire and be void unless the County approves and developer records a final plat for the HDHO development in accordance within 24 months of the date of HDHO District approval, which deadline for the project is November 19, 2021 ("HDHO Expiration Deadline");

WHEREAS, on December 16, 2021, the Owner/Developer requested an extension to the HDHO Expiration Deadline for Phase II Final Plat of the Viewgate Terrace HDHO development, and stated in support several reasons for the extension, including unforeseen and intricate issues related to subsurface water on certain lots and the need to establish appropriate mitigation for the water, requiring considerable time and effort in both engineering and legal, and County staffing transitions and shortages since the County approved the HDHO Development;

WHEREAS, pursuant to Utah Code § 17-27A-102(1)(b) and LUC Section 4.7, as amended, the Parties desire to amend and restate the Development Agreement for the purpose of permitting such local

businesses and entities to hold fee simple title to HDHO Lots and Units and to extend the deadline for recordation of Viewgate Terrace Phase II Final Plat;

WHEREAS, pursuant to Utah Code § 17-27A-528, the Planning Commission held a public hearing to solicit public comment on the amendments contained within the Amended and Restated Development Agreement on January 10, 2022 and forwarded a favorable recommendation to the County Commission.

WHEREAS, the County Commission has heard and considered all evidence and testimony presented with respect to the proposed amended and restated Development Agreement for Viewgate Terrace HDHO Development;

NOW, THEREFORE, BE IT RESOLVED by the Grand County Commission that it does hereby approve the amended and restated Development Agreement fo Viewgate Terrace HDHO Development conditioned upon the following:

1. The owner shall record the Amended and Restated Development Agreement in the real property records of Grand County Utah simultaneously with this Ordinance and prior to application for further site plan, construction, or development approvals.

APPROVED by the Grand County Commission in open session this 15th day of February 2022 by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

Grand County Commission

_____
Gabriel Woytek, Chair

_____
ATTEST: Quinn Hall, Clerk/Auditor

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

AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND DEED RESTRICTION HIGH DENSITY HOUSING OVERLAY DISTRICT

Pursuant to Grand County Code Section 4.7

This AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND DEED RESTRICTION (this "**Agreement**") is effective 15th day of February 2022 (the "**Effective Date**") by and between View Gate Development, LLC, a Utah limited liability company with its principal place of business located at 5442 S900 E #532 Salt Lake City, UT 84117 ("**Owner/Developer**"), and Grand County, a political subdivision of the State of Utah ("**County**").

Recitals

A. **WHEREAS**, Owner/Developer owns that certain property situated in Grand County, Utah, as more particularly described in ***Exhibit A*** (the "Property"), which is attached hereto and incorporated herein by this reference.

B. **WHEREAS**, Owner/Developer requested Grand County to apply the High Density Housing Overlay District (the "HDHO District Application") to the Property to take advantage of the Development Standards and other Development Incentives set forth in Section 4.7 of the Grand County Land Use Code (the "LUC").

C. **WHEREAS**, the Grand County Commission, in the exercise of its legislative discretion and following all required public hearings, approved the application of the HDHO District to the Property together with the associated Master Plan and Development Agreement and Deed Restriction (the "Development Agreement") via Ordinance No. 599 on October 15, 2019, which Development Agreement is hereby superseded and replaced.

D. **WHEREAS**, the Development Agreement provides that no fewer than eighty percent (80%) of the Lots and Units developed on the Property are deed restricted for Primary Residential Housing for Actively Employed Households, as defined in LUC Section 4.7.3 and subject to the County's HDHO Rules and Regulations on file with the County.

E. **WHEREAS**, LUC Section 4.7.3 defines Actively Employed Households to include an owner or owner's representative of a business or entity with a primary place of business within Grand County but fails to clarify that the local business or entity may hold fee simple title to the HDHO Lot or Unit so long as the owner or director qualifies under Section 4.7.3(A)(2).

F. **WHEREAS,** LUC Section 4.7.8(F) provides that the HDHO District approval shall automatically expire and be void unless the County approves and developer records a final plat for the HDHO development in accordance within 24 months of the date of HDHO District approval, which deadline for the project is October 15, 2021 ("HDHO Expiration Deadline").

G. **WHEREAS**, on July 21, 2020 the final plat for Phase I, Viewgate Terrace, was approved by the Grand County Council via Resolution No. 3232;

H. **WHEREAS**, on December 16, 2021, the Owner/Developer requested an extension to the HDHO Expiration Deadline for Phase II Final Plat of the Viewgate Terrace HDHO Development, and stated in support several reasons for the extension including unforeseen and intricate issues related to subsurface water on certain lots and the need to establish appropriate mitigation for the water, requiring considerable time and effort in both engineering and legal, and County staffing transitions and shortages since the County approved the HDHO Development;

I. **WHEREAS**, pursuant to Utah Code § 17-27A-102(1)(b) and LUC Section 4.7, as amended, the Parties desire to amend and restate the Development Agreement for the purpose of permitting such local businesses and entities to hold fee simple title to HDHO Lots and Units and to extend the deadline for recordation of Viewgate Terrace Phase II Final Plat;

J. **WHEREAS**, pursuant to Utah Code § 17-27A-528, the Planning Commission held a public hearing to solicit public comment on the amendments contained within this Agreement on January 10, 2022 and forwarded a favorable recommendation to the County Commission;

K. **WHEREAS,** similarly, the Grand County Commission held a public hearing to solicit public comment on the amendments contained within this Agreement on February 1, 2022, and voted to approve the same via adoption of an ordinance recorded in the real property records of Grand County, Utah.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, including extension of the time period in which to record a final plat for Phase II of the HDHO development, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS**. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have those meanings assigned in LUC Section 4.7.

2. **COVENANT TO COMPLY WITH CODE AND HDHO RULES**. In consideration of the application of the HDHO District to the Property, and specifically the Development Standards set forth in LUC Section 4.7.5 and the enforcement provisions set forth in LUC

Section 4.7.11, except as expressly amended by Section 3 herein, Owner/Developer hereby covenants and agrees to strictly comply with the provisions, duties, and obligations of LUC Section 4.7 and the HDHO Rules and Regulations on file with the County, which provisions, duties, and obligations are integrated herein by this reference.

3. AMENDED TERMS.

3.1. Actively Employed Household. Where an owner or owner's representative of a business or entity with a primary place of business within Grand County ("Local Business") qualifies as an Actively Employed Household under LUC Section 4.7.3(A), the Local Business may own fee simple title to the HDHO Lot or Unit.

3.2. Lapse of Approval. The approval for the HDHO District provided under Ordinance No. 599, shall automatically expire and be void unless the County approves and Owner/Developer records a final plat for each phase of the HDHO development within 30 months of the date of HDHO District approval, or April 15, 2022.

3.3. These Amended Terms in this Section 3 shall supersede and replace conflicting terms in Ordinance No. 599 and LUC Sections 4.7.3(A)(2) and 4.7.8(F).

4. DEED RESTRICTION.

4.1. At least eighty percent (80%) of all Lots or Units developed on the Property shall be deed restricted for Primary Residential Occupancy for Actively Employed Households consistent with Section 4.7 of the Code, as amended (the "HDHO Lots and/or Units").

4.2. An HDHO Lot or Unit may not be sold or rented to a household not qualified under Section 4.7 (High Density Overlay Districts Overlay) of the Grand County Land Use Code ("LUC").

4.3. Each HDHO Lot or Unit is required to have and maintain those minimum standards of physical condition set forth in Exhibit B, Minimum Standards, to LUC Section 4.7 of the Code, which Minimum Standards are integrated herein by this reference.

4.4. Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Agreement or LUC Section 4.7 by a record owner of any HDHO Lot or Unit in Grand County.

4.5. Owner/Developer shall include the following deed restriction in each and every deed of original conveyance of an HDHO Lot or Unit, and each deed of conveyance thereafter shall include the same:

> An HDHO Lot or Unit may not be sold or rented to a household not qualified under Section 4.7 (High Density Overlay Districts Overlay) of the Grand County

Land Use Code ("LUC").

The Property shall be used for Primary Residential Housing for Actively Employed Households as required by LUC Section 4.7, in perpetuity.

The Property is further subject to a Development Agreement and Master Plan recorded against the Property in the real property records of Grand County, Utah and HDHO Rules and Regulations on file with Grand County.

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

5. DEFAULT.

5.1. Violation or breach of any provision of this Agreement, or LUC Section 4.7, including but not limited to LUC Section 4.7.11, as amended, shall constitute an Event of Default. Upon the occurrence of any Event of Default, the County shall provide written notice by certified mail, postage prepaid, to the defaulting owner at the address on file with the Grand County Assessor's office, which notice shall be effective as of the date of deposit in the United States Mail. The defaulting owner shall have thirty (30) days to remedy the Event of Default, after which time the County may enforce all remedies available to it under this Agreement, LUC Section 4.7, or Utah law including specific performance and monetary fines pursuant to Section 4.2 herein.

5.2. Unless otherwise provided for in LUC Section 4.7, as amended, in the event an Event of Default is not cured under Section 4.1 above, fines in the amount of $50 per day shall accrue until the Event of Default is cured. The County reserves the right to seek judicial enforcement of these fines, including a judgment lien and foreclosure.

6. MISCELLANEOUS.

6.1. Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the County in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the HDHO Lots and Units are not covenants running with the land upon the Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the County.

6.2. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.

6.3. If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

6.4. This Agreement shall be governed by and construed under Utah law.

6.5. Except as otherwise provided herein, the provisions and covenants contained herein shall insure to and be binding upon the heirs, successors, and assigns of the parties.

6.6. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein. Further, whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

6.7. Except for legislative changes to LUC Section 4.7 which are incorporated herein, this Agreement may be amended only upon written amendment executed by both Parties, recorded in the real property records of Grand County, Utah; provided, however, that all material terms and provisions, including the percentage of HDHO Lots or Units, may not be amended or modified without reapplication to the County.

6.8. This Agreement shall be recorded by Owner/Developer prior to recordation of a final plat or issuance of a building permit for any unit within a site plan approved hereunder, as required by LUC Section 4.7.

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

GRAND COUNTY COMMISSION

_____
Gabriel Woytek, Chair

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

On February ___, 2022, Gabriel Woytek, as Chair of the Grand County Commission, a Utah political subdivision, appeared before me and acknowledged and swore to me that the foregoing Amended and Restated Development Agreement was signed on behalf of Grand County by authority of its Policies and Procedures and Utah law.

Witness my hand and seal.

_____
, NOTARY PUBLIC

Owner/Developer: View Gate Development, LLC

Danview Holding, LLC

_____
William Hansen, Manager
Member of View Gate Development, LLC

View Gate Holding, LLC

_____
Alan O. Melchior, Manager
Member of View Gate Development, LLC

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On _____, 2022, William Hansen, as Manager of Danview Holding, LLC, a Utah Limited Liability Corporation, and Alan O. Melchior, as Manager of View Gate Holding, LLC, members of View Gate Development, LLC, Owner/Developer, appeared before me and acknowledged and swore to me that the foregoing Amended and Restated Development Agreement was signed on behalf of Viewgate Development, LLC by authority of its Articles of Organization, Operating Agreement, and Certificate of Organization dated October 19, 2017.

Witness my hand and seal.

_____
, NOTARY PUBLIC

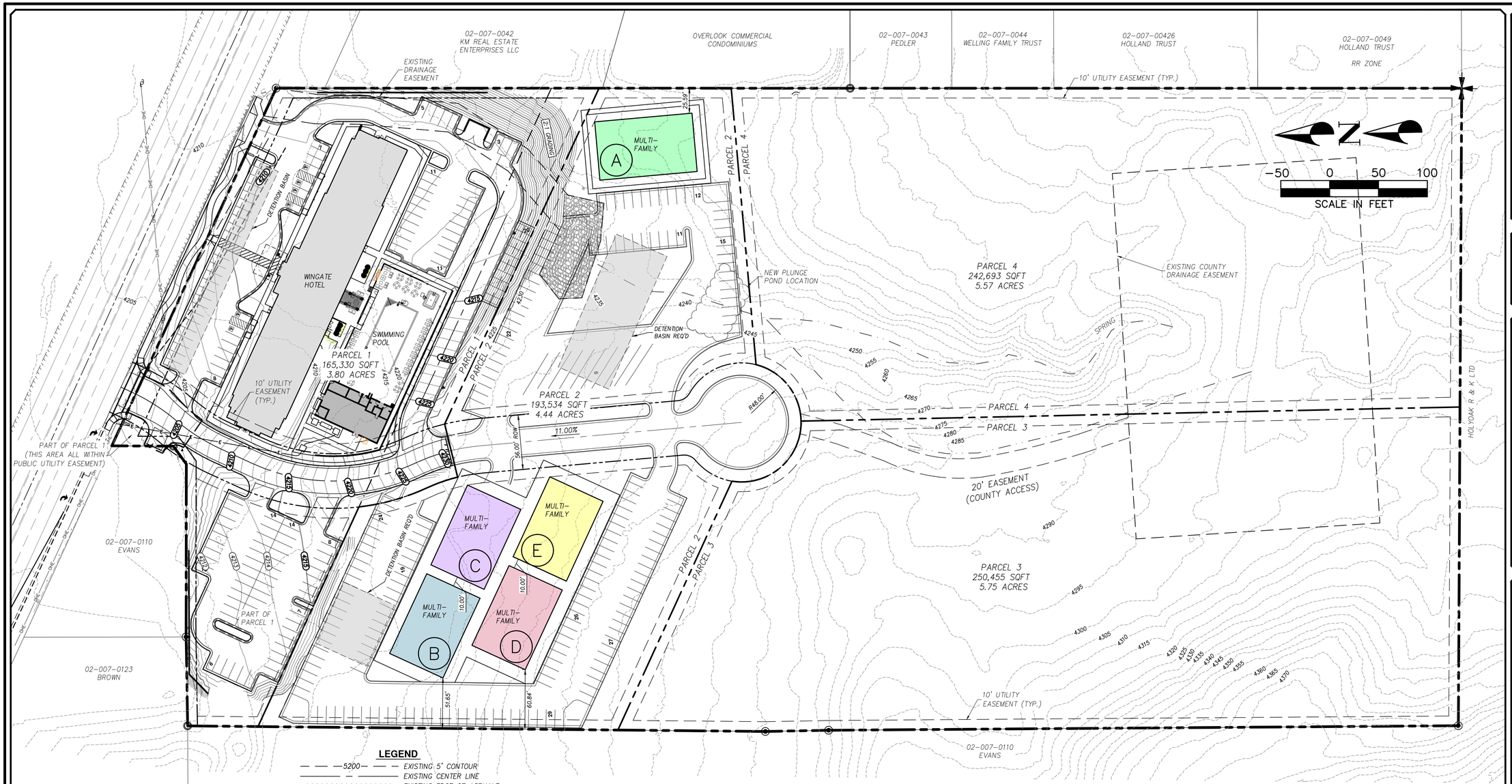
Exhibit A
Real Property

The Land is described as follows:

Grand County, Utah:

Lots 1A, 1B, and 2, VIEWGATE TERRACE, Phase1, a subdivision located within Section 7, Township 26 South, Range 22 East, Salt Lake Base and Meridian, all according to the official plat thereof.

(Parcel No 02-0VGT-0003)



LEGEND

- EXISTING 5' CONTOUR
- EXISTING CENTER LINE
- EXISTING EDGE OF ASPHALT
- EXISTING UNDERGROUND ELECTRICAL
- EXISTING OVERHEAD ELECTRIC
- PROPOSED P.U.E.
- PROPOSED 5' CONTOUR
- PROPOSED 1' CONTOUR
- PROPOSED CURB & GUTTER
- PROPOSED CENTER LINE
- PROPOSED SIDEWALK
- PROPOSED DETENTION BASIN
- PROPOSED FENCE
- PROPOSED EDGE OF ASPHALT
- PROPOSED ELECTRICAL LINE
- PROPOSED SPILL CURB & GUTTER
- PROPOSED CONCRETE PAD
- PROPOSED BUILDING PAD
- PROJECT BOUNDARY
- RIGHT OF WAY
- PROPOSED SETBACK
- DEED POINT OF BEGINNING LINE
- PROPOSED LOT LINE
- SURROUNDING PROPERTY LINE

GENERAL NOTES

1. SCREENING AND FENCING ON THE EAST SIDE OF THE PROPERTY TO COMPLY WITH GRAND COUNTY CODE 6.3 AND 6.4
2. BUILDING SEPARATION FROM ADJOINING LOTS TO BE IN ACCORDANCE WITH GRAND COUNTY CODE 5.4.1, SECTION B. (20 FT)
3. MASTER PLAN TO COMPLY WITH GRAND COUNTY CODE SECTION 9.17.3 A-N.
4. MASTER PLAN TO COMPLY WITH PARKING SCREENING STANDARDS IN GRAND COUNTY CODE SECTION 4.7.5.B.2.b
5. MASTER PLAN TO COMPLY WITH BUILDING HEIGHT AND SETBACK REQUIREMENTS IN GRAND COUNTY CODE 4.7.5.B.5.d
6. ALL DEED RESTRICTED UNITS IDENTIFIED IN THE FOLLOWING TABLE SHALL COMPLY WITH SECTINO 4.7 OF THE GRAND COUNTY LUC.

BUILDING INFORMATION

BUILDING	STORIES / HEIGHT	3 BDRM UNITS	2 BDRM UNITS	1 BDRM STUDIO	TOTAL # UNITS	# DEED RESTRICTED	NON DEED RESTIRCTED	SQ. FT.
A	3 / 35	10	10	4	24	24	0	6,000.0
B	3 / 35	10	10	4	24	18	6	5,400.0
C	3 / 35	10	10	4	24	20	4	4,405.0
D	3 / 35	10	10	4	24	18	6	5,400.0
E	3 / 35	10	10	4	24	18	6	5,400.0
PARCEL 3		SINGLE FAMILY DWELLING			1	0	1	
PARCEL 4		SINGLE FAMILY DWELLING			1	0	1	
	TOTAL	50	50	20	122	98	24	
	PARKING REQ'D	100	87.5	20	207.5			

Blue Stakes of UTAH 811 Bluestakes.org

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE : 12-01-17
SURVEY BY : WED DESERT
DRAWN BY : ELC
DESIGNED BY : RLK
CHECKED BY : RLK
SCALE : 1"=50'

PEPG CONSULTING L.L.C.
9270 SOUTH 300 WEST • SANDY, UT 84070
PHONE: (801) 562-2521 • FAX: (801) 562-2551
CIVIL ENGINEERING - LAND SURVEYING - PROJECT MANAGEMENT
GEOTECHNICAL - MATERIALS TESTING - INSPECTIONS

VIEWGATE TERRACE
MASTER PLAN
HDHO DEVELOPMENT
1248 SOUTH HIGHWAY 191

OCTOBER 3, 2019 — LAST REVISED
1291.1710 — PROJECT NUMBER
DWG\ CONCEPT
DRAWING FILE

MOAB
CITY

PRELIMINARY
NOT FOR
CONSTRUCTION

SHEET NO. 1

GRAND COUNTY, UTAH

ORDINANCE 599 (2019)

APPROVING APPLICATION OF THE HIGH DENSITY HOUSING OVERLAY DISTRICT 35b (HDHO-35b) TO 1248 S. HIGHWAY 191, THE VIEWGATE TERRACE HDHO MASTER PLAN AND DEVELOPMENT AGREEMENT

WHEREAS, the *Grand County Land Use Code* was adopted by the Grand County Council on January 4, 1999 with Ordinance No. 299, Series 1999, and codified with Resolution 468 on April 15, 2008 and as amended to date, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the *General Plan,*

WHEREAS, the Grand County Council adopted Ordinance 584 - High Density Housing Overlay Districts on January 15, 2019 and amended it further on June 25, 2019;

WHEREAS, View Gate Development LLC is the owner of record (the "Owner" or "Developer") of real property located in Grand County, Utah particularly described as:

> Beginning at the South Quarter corner of Section 7, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and running along the South Section line South 89°58'50" West 652.86 feet to a point on the Bentley & Jelsteen tract; thence along the said tract the following three calls: thence North 00°44'00" West 644.53 feet; thence North 01°25'00" West 64.80 feet; thence North 00°14'00" East 591.37 feet to a point on the Brown tract; thence North 88°41'00" East 91.11 feet; thence North 89°45'00" East 168.05 feet to the beginning of a non-tangent curve to the right having a radius of 238.00 feet; thence 43.02 feet along the arc with the radius point being South 60°21'16" East , a delta angle of 10°21'24", and a chord bearing of North 34°49'26" East 42.96 feet to a point of reverse curvature; thence 39.16 feet along the arc having a radius of 162.00 feet, a delta angle of 13°51'05", and a chord bearing of North 33°04'36" East 39.07 feet to a point on the south right-of-way of Highway 191; thence along right-of-way South 65°39'00" East 382.67 feet to the Center of Section line; thence South 00°18'57" East 1213.46 feet to the point of beginning,

containing 852,064 square feet or 19.56 acres, also known as Parcel No. 02-0007-0090 (the "Property");

WHEREAS, the Developer has requested a rezone to apply an overlay district, HDHO-35b, to a portion of the Property particularly described as follows:

> Beginning at the South Quarter corner of Section 7, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and running along the South Section line South 89°58'50" West 652.86 feet to a point on the Bentley & Jelsteen tract; thence along the said tract the following three calls: thence North 00°44'00" West 644.53 feet; thence North 01°24'00" West 64.80 feet; thence North 00°14'00" East 519.36 feet; thence South 65°39'00" East 236.45 feet; thence South 45°40'12" East 129.64 feet; thence South 65°38'47" East 220.58 feet; thence North 89°41'03" East 146.25 feet; thence South 00°18'57" East 950.16 feet to the point of beginning, containing an area of 694,475 square feet, 15.94 acres (the "HDHO Lot");

WHEREAS, in a public hearing on July 9, 2019 the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and forwarded a favorable recommendation to the Grand County Council for approval of the HDHO-35b application and associated Viewgate Terrace Master Plan with a latest revision date of June 4, 2019 with the following conditions:

- Developer shall install a privacy fence along the exterior property perimeter where a boundary is shared with residentially zoned properties;
- Developer shall be restricted to 35 feet in height (that of the underlying zone district) along the eastern half of the property; and
- Developer shall designate on the proposed master plan which lots/units will be deed restricted;

WHEREAS, due notice was given that the Grand County Council would meet to hear and consider the proposed HDHO-35b application in a public hearing on August 6, 2019;

WHEREAS, the Grand County discussed revisions the to the Viewgate Terrace Master Plans in duly noticed public meetings on September 3, September 17, and October 1, 2019;

WHEREAS, the Applicant has submitted a Development Agreement using the form prepared by the County Attorney committing the Developer to the deed restriction requirements of Section 4.7, which requires that eighty percent (80%) of all Lots and Units created by the Viewgate Terrace Subdivision shall be deed restricted to primary residents who are actively employed within Grand County, which Development Agreement shall be recorded in the real property records of Grand County;

WHEREAS, the Applicant has submitted a revised Master Plan for the Viewgate Terrace Subdivision with changes dated October 3, 2019, and designated HDHO Units that would be deed restricted according to the provisions of Section 4.7, which Master Plan is attached hereto as ***Exhibit A***

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the subject application and has determined that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah;

NOW, THEREFORE, BE IT ORDAINED by the County Council that it does hereby approve the HDHO-35b application for that portion of 1248 S. Highway 191 described herein as the HDHO Lot, the Viewgate Terrace Development Agreement, and Viewgate Terrace HDHO Master Plan dated October 3, 2019 conditioned upon the following:

1. County approval of an Easement Deed in favor of Grand County as Grantee for stormwater drainage, including the **right** to install, construct, repair, maintain, and improve a stormwater detention facility; convey stormwater drainage through, under, and over the Easement Area to downstream detention basins; and ingress and egress to the Easement Area via a 20' wide access road, which Easement Area shall be shown on the Viewgate Terrace HDHO Master Plan and which Easement Deed shall be recorded simultaneously with the Master Plan.

2. The Viewgate **Terrace** HDHO Master Plan shall further be updated as follows:

    a. Additional Plan Notes:
        i. Applicant shall improve the access road to the appropriate public road standard in effect as a condition of future preliminary plat or site plan approval (currently a Type 1 Local Road), at Applicant's sole cost, which includes adequate ROW dedication and clearance of buildings or other existing infrastructure within said ROW;
        ii. Applicant shall improve the access entrance on Highway 191 as a condition of future preliminary plat or site plan approval, at Applicant's sole cost, as required by the Utah Department of Transportation; and
        iii. All prior recorded easements shall be referenced in the plan notes by entry number and date, including those shown on the title commitment no. 10902 dated February 15, 2018, as amended, and the site plan for the Wyndham Hotel.
    b. Cul-de-sac radius shall be 50 feet as per County Code.

PASSED, **ADOPTED, AND APPROVED** by the Grand County Council in open session on October 15, 2019 by the following vote:

Those voting aye. *Clapper, Paxman, Wells, Hawks, Halliday, Morse, McGann*

GRAND COUNTY COUNCIL

Mary McGann, Chair

ATTEST:

28 JUL 2020

Quinn Hall, Clerk/Auditor

EXHIBIT A
MASTER PLAN

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

FEBRUARY 15, 2022

Agenda Item: J

TITLE:	Memorandum of Understanding between the County and City of Moab Planning Commissions
FISCAL IMPACT:	Not applicable
PRESENTER(S):	John J.Guenther

Prepared By:
JOHN J.GUENTHER
PLANNING AND ZONING DIRECTOR

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the Memorandum of Understanding (MOU) regarding mutual regional planning between the City of Moab and Grand County.

BACKGROUND:

The County and City of Moab Planning Commissions met in a joint session on January 24, 2022. A round table of members discussed areas of mutual interest including:

1. Land Use Code discussion;
2. Regional Planning – trails, parks, land use, water, and transportation;
3. Housing options and initiatives;
4. Strategic Planning;
5. Overnight Accommodation;
6. Water monitoring, conservation and planning;
7. Mutual stormwater planning;
8. Enforcement priorities;
9. Dark Skies' implementation; and
10. Memorandum of Understanding parameters.

NEXT STEPS:

The MOU suggests mutual planning that shares policies, regulatory updates, master plans, public engagement, projects, fringe growth management, and comprehensive planning for infrastructure and other elements.

Attachments:

1. Draft MOU.

MEMORANDUM OF UNDERSTANDING
Mutual Regional Planning
Grand County and the City of Moab

The purpose of this Memorandum of Understanding (MOU) is to set forth an agreement between the City of Moab ("City"), Grand County (GC) regarding regional planning activities. This memorandum was formulated with the anticipation that specific projects, and joint agreements are open to future amendment as the needs arise.

WHEREAS, the City, and GC hereby establish that each jurisdiction is committed to collaborative regional efforts which support intergovernmental cooperation; and

WHEREAS, the City, and GC hereby agree that activities which occur in the greater area have an impact on both jurisdictions and that it is vital to address the multi-jurisdictional issues and project information when creating future plans for the area; and

WHEREAS, the City, and GC hereby recognize that coordinating the provision of urban services and facilities in the growth areas shall provide mutual benefits for economic and urban growth in our community and shall fulfill the mandate of legislation, initiatives and policies; and

WHEREAS, the City and GC hereby recognize that a large amount of work has already gone into the cooperative creation and adoption of mutual initiatives, that could lead to enhanced cooperation; and

WHEREAS, the City and GC recognize that there are many more cooperative activities which need to occur to fulfill cooperative planning and to provide better regional coordination.

NOW, THEREFORE, the City and GC do hereby agree as follows:

SECTION 1: In 2022 mutual General Plan and Development Regulation policies may be coordinated;

SECTION 2: The City and GC agree to establish mutual objectives consistent with General Plan Policies. If needs are determined by both agencies and others, the joint Planning Policies may be updated.

SECTION 3: The City and GC agree to enter into future Inter-local agreements, as needed, to address these mutual planning strategies.

SECTION 4: The City and GC agree to coordinate processes whenever possible to ensure that the impacts to each agency are anticipated and assessed.

SECTION 5: Nothing in this Memorandum of Understanding agreement is intended to modify or replace provisions of an existing MOU or any other inter-local agreement adopted prior to this time.

_____	_____
City of Moab (SJC)	Grand County
_____	_____
Date	Date

DRAFT

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

FEBRUARY 15, 2022

Agenda Item: K

TITLE:	Approving Easter Jeep Safari 2022 Special Event Permit
FISCAL IMPACT:	
PRESENTER(S):	Angie Book Old Spanish Trail Arena Director

Prepared By:

Angie Book
OSTA Director
(435) 259-1311
abook@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the 2022 Easter Jeep Safari Special Event Permit.

BACKGROUND:

RR4W Easter Jeep Safari is a time-honored tradition going on its 56th year for 2022. This event spans over nine days of a variety of skill leveled Jeep trails, along with a two-day vendor show at OSTA.

The Special Event Committee has reviewed the application and all necessary agency/department reviews have been completed. Per the Special Event Ordinance, County Commission approval is required for events with over 1,000 participants.

ATTACHMENT(S):

- Special Event Application
- COVID Template
- Signed Pledge
- Signed Indemnification
- Supplemental Documents available upon request

EJS - RR4W



Angela Book <abook@grandcountyutah.net>

Online Form Submittal: OSTA Special Event Permit Application 2021

noreply@civicplus.com <noreply@civicplus.com>
To: abook@grandcountyutah.net

Thu, Jan 6, 2022 at 12:43 PM

OSTA Special Event Permit Application 2021

SPECIAL EVENT APPLICATION FOR OSTA EVENTS

APPLICANT INFORMATION

GRAND COUNTY, UTAH ORDINANCE 643 Special Events with EXH A	/DocumentCenter/View/12787/Ord-643-Special-Events-with-Exh-A
I have read and understand the Grand County, Utah Ordinance 643 Special Events EXH A	Yes
I understand that All Grand County Permittee and Special Events shall comply with any County's Public Health Order and the Grand County Special Events Ordinance (Chapter 8.16 of the General County Ordinances) in effect at the time of the Special Event.	Yes
COVID - PLEDGE	/DocumentCenter/View/12786/Compliance-Pledge-FORM-rev-081921

Fill out the COVID Pledge and upload to other documents at the bottom of the application.

I have read and understand the Covid Pledge.	Yes
Statement of Authority	/DocumentCenter/View/12788/STATEMENT-OF-AUTHORITY

A COVID-19 plan will require the prohibition of spectators while in high or moderate risk.

COVID-19 EVENT PLANNING TEMPLATE	/DocumentCenter/View/11365/COVID_19_Event_Planning_Template_Fillable_Form

Fill out the COVID 19 Template in detail. Upload to other documents at the bottom of the application.

A detailed summary will need to be submitted on how you intend to enforce the mask mandate during your event. Please include this with your COVID Template.

OSTA Security / Compliance Officer	Yes
Today's Date	1/6/2022
First Name	Rex
Last Name	Holman
Application Type	Renewal Application
Applying 180 business days prior to the first day of the event?	no
Applicant Name:	Easter Jeep Safari
Business or Organization:	Red Rock 4 Wheelers
Mailing Address:	P O Box 832
City	Moab
State	Utah
Zip	84532
Email Address:	holmanrex5@gmail.com
Phone:	435-6104
Cell:	435-260-1064
Event Web Address:	rr4w
Contact on-Call During the Event:	Rex Holman
Contact's Cell Phone:	435-260-1064
Contact's Email:	holmanrex5@gmail.com
Alternative on-Call:	Mike Kelso
Alternative on-Call Cell Phone:	435-2101481
Alternative on-Call Email:	helsoabe3@gamail.com

EVENT DETAILS

Event Name:	Easter Jeep Safari
Specific Description of Event:	Guided Trails on BLM an State lands in Grand & San Juan Counties

Preparation Begins	7/1/2021 11:30 AM
Event Start Date & Time	4/9/2022 8:00 AM
Event End Date & Time	4/17/2022 7:00 PM
Clean-up Completed	4/18/2022 10:00 AM
Please indicate which locations your event will be renting on OSTA grounds (Main Arena, Pavilion, Ballfields, Outdoor Arena, Parking lots, etc.)	All of Facility except horse stalls

Security /Cleaning Deposits

Required at least 8 weeks prior to event. Deposit will be determined pending type of event, size, entertainment, and if alcohol will be served.

Concession	None
Managers/Food Handlers Permit	*Field not completed.*
Concessionaires Insurance	*Field not completed.*
Property Owner Affidavit	https://www.grandcountyutah.net/DocumentCenter/View/10950/Property-Owner-Affidavit
Event Location & Property Description:	*Field not completed.*
Trails or Surrounding Land Use:	35 separate trails in Grand & San Juan County's
Weather/Cancellation Policy:	NONE
Ticket Sales:	NONE

"Daily Total Attendance" shall mean and include all registrants, participants, spectators (including family of the registrants/participants), staff, hired entities or contractors, and volunteers.

Number of Event Staff & Volunteers	60
Maximum Number of Participants	8x35 =280
Number of Spectators	0
Number of Event Staff & Volunteers	70
Maximum Number of Participants	18x35=630
Number of Spectators	NA

Number of Event Staff & Volunteers	75
Maximum Number of Participants	21x35=735
Number of Spectators	NA
Number of Event Staff & Volunteers	110
Maximum Number of Participants	20x35=700
Number of Spectators	NA
Number of Event Staff & Volunteers	110
Maximum Number of Participants	26x30=780
Number of Spectators	NA
Number of Event Staff & Volunteers	126
Maximum Number of Participants	24x30=720
Number of Spectators	estimate 800 to 2000 over 8 hours
Number of Event Staff & Volunteers	140
Maximum Number of Participants	19x30=570
Number of Spectators	estimate 1000 to 2000 over 10 hours
Number of Event Staff/Volunteers	124
Maximum Number of Participants	31x30=930
Number of Spectators	0
Number of Event Staff & Volunteers	12
Maximum Number of Participants	140
Number of Spectators	NA
Daily total attendance Staff/Volunteers	827 85% repeat daily

Daily total of attendance of Participants	5485 60% repeat daily
Day Total of Spectators	1800 to 4000 scattered over time

CHECK YES OR NO FOR EACH

1. Event date verified with OSTA?	Yes ✓
2. Will you be serving alcohol?	No
3. Public street/road or parking lot closure?	No
4. Mechandise Sales/Vendors Requiring Sales Tax Collection?	Yes
5. Onsite Food Service Vendors Requiring Sales Tax Collection?	Yes
6. Security or Escort required?	No
7. Race, Parade or Pedestrian/Bicycle event?	No
8. Emergency Management Services required?	No
9. Additional needs-portable toilets, waste collection, & recycling?	Yes ZUNICH Dumpsters
10. Stages, platforms, scaffolding, bleachers grandstands, canopies, tents, booths, vehicles and trailers?	Yes Stage
11. Approval/permits from other entities? (see section 10 below for more details)	Yes
12. Is Grand County listed as an Additional Insured on Certificate of Insurance?	Yes
13. Is power required	Yes
14. Is water required	No
15. Furniture Rental (Tables, Chairs, Sound System, Timing Equipment, etc)	No

16. Will you require compacting of arena dirt (floor)	Yes Double Drum
17. Hiring of OSTA Staff for cleaning during/after event	Yes
18. Any Special Deliveries	Yes
19. Will you have live entertainment (bands, DJ's, shows, animal events, etc)	No
20. Will your event require any Tractor time, or implement use	Yes
21. Will your event require use of stalls/pens for overnight use.	No
22. Will you event offer overnight camping options.	No
23. If renting Ballfields - Will you require lighting	No
24. Will you require any rail/pen removal	Yes Removal of all indoor & outdoor rails.

If you answered yes to any of the above questions, please supply more information below as pertinent to each question. OSTA highly suggest site visits and in person meetings prior to any large event.

Field not completed.

1. DATE VERIFICATION WITH THE OLD SPANISH TRAIL ARENA

*We ask that all events verify their event dates for site availability and event conflict. Contact OSTA to discuss availability. Contact numbers are (435) 259-1311 or (435) 259-6226 you may also email Angela Book Director of OSTA at abook@grandcountyutah.net *DATES ARE NOT CONSIDERED VERIFIED UNTIL OSTA HAS DATES POSTED ON EVENT CALENDAR* Verification of dates is not a guarantee of approval for event. The SEC will review all applications and issue permit numbers.*

2. TRAFFIC PLAN - STREET/ROAD OR PARKING LOT CLOSURE: DETAILED MAP & OUTLINE REQUIRED

All events that require street closures have street activities or require public parking to be blocked off must provide the following information and a Traffic Control Plan and uploaded with the site plan. All of the following must be on the site/sketch plan. All street closures proposed. Races indicate the start/end locations. Entrances and Exits. Parking and overflow parking needs to have the number of estimated vehicles. Applicants may work directly with Grand County to provide these services.

Please contact the Sheriff's Office and the Road Department for a cost estimate for providing this service.

Sheriff's Office (435) 259-8115 swhite@grandcountysheriff.org

Road Department (435) 259-5308 bjackson@grandcountyutah.net

Specify street/road(s) indicated on the Event Site Plan Sketch & Traffic Control Plan attached to this application. Streets or parking lots may only be barricaded for the date and hours specified below. Due to extraordinary demands placed on public roads by special events, Grand County reserves the right to require an engineered traffic plan for events expecting more than 250 participants.

Street(s)/Road/Hwy to be closed: Attach Detailed Map.	NA
Date of Street or Parking Lot Closure:	NA
Time(s) of Street or Parking Log Closure:	NA
Name of Traffic Control Coordinator:	NA
Phone:	NA

3. ESCORT OR SECURITY:
Grand County Sheriff's Office reserves the right to specify the need for escorts and/or the number of security personnel required at an event. The Sheriff's Office will review all Special Event Permit applications for required escort and/or security arrangements. The safety of the community and attendees are a primary concern at all times.

By signing this Special Event Permit application I certify I have read, understand and agree to the conditions as set forth by the Sheriff's Office and any other conditions deemed appropriate.

Applicants may make their own arrangements for escorts/security or may work directly with the Sheriff's Office to provide these services. Please contact the Sheriff's Office for a cost estimate for providing this service.

Sheriff's Fees;
Special Events shall be subject to any applicable Sheriff fees established by the G.C. Consolidated Fee Schedule.

Sheriff's Office (435) 259-8115 swhite@grandcountysheriff.org

The applicant will provide security or escort for the Special Event through the company listed below.

Name of Escort/Security	NA

Company:	
Contact Person Name:	NA
Security Contact Phone:	NA
Email:	NA

4. EMERGENCY MEDICAL SERVICES:

Grand County EMS reserves the right to specify need for and number of Emergency Medical Staff required at an event. The EMS Department will review all Special Event Permit applications for required medical services. The safety of the community and attendees are primary concern at all times. Indicate which arrangement is planned for this event.

EMS Guidelines	https://www.grandcountyutah.net/DocumentCenter/View/7445/EMS-Guidelines

EMS Department (435) 259-1301

Indicate One	*Field not completed.*
Agreement (Yes or No)	NA
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
If you have additional Staff/Volunteers upload the information here.	*Field not completed.*
CPR Certifications can be uploaded here or as described below.	*Field not completed.*

The applicant will provide Emergency Medical Services for the Special Event. Fill out the following.

Name of Medical Provider:	NA
Contact Person Name:	*Field not completed.*

Contact Phone:	*Field not completed.*
Email:	*Field not completed.*
Name of Staff Member	*Field not completed.*
Contact Phone Number	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff Memeber	*Field not completed.*
Contact Phone Number	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff Member	*Field not completed.*
Contact Phone Number	*Field not completed.*
Contact Email	*Field not completed.*
GPS coordinates for Helicopter Landing Zone (remote event):	*Field not completed.*
GPS coordinates for first aid locations and important intersections:	*Field not completed.*

Livestock Events:
A veterinarian may be required to be on site at all times during your event.

Name of Veterinarian Clinic	NA
First Name	Rex
Last Name	Holman
Street Number	*Field not completed.*
Street Name	*Field not completed.*
Street Type	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Office Number	*Field not completed.*
Cell Number	*Field not completed.*
Emergency Number	*Field not completed.*

Attach Communications Plan for event emergencies. Be sure site map includes EMS locations.

Names and certifications of all medical providers shall be attached with the application. See EMS Special Event Guidelines.

5. STAGES, PLATFORMS, SCAFFOLDING, BLEACHERS, GRANDSTANDS, CANOPIES, TENTS, BOOTHS, VEHICLES, AND TRAILERS:
May require inspection by the Building Department and/or Fire Department. PLEASE NOTE ALL SECURING OF STRUCTURES NEED TO BE APPROVED THROUGH OSTA (CERTAIN LOCATIONS DO NOT ALLOW STAKING AND WATER BARRELS WILL BE REQUIRED)

OSTA DOES NOT ALLOW VEHICLES ON THE CONCRETE FLOOR OF THE PAVILION! SPECIAL INSTRUCTIONS NEED TO BE GIVEN FOR VEHICLES ON THE GRASS.

NO OBJECTS THAT TAKE FLIGHT ARE ALLOWED ON OSTA PROPERTY WITHOUT PROPER AUTHORIZATION.

NO BOUNCE HOUSES ARE ALLOWED AT OSTA.

Describe any semi-permanent, mobile or moveable buildings, structure or vehicles to be used including stages, carts, stands, fences and barriers and attach illustrations and indicate location of these items on the Site/Sketch Plan.	Mobile stage in Arena from San Juan County

Please contact the Building Dept. and Fire Department for information regarding permitting and inspections.

Building Department (435) 259-1344 bhulse@grandcountyutah.net

Fire Department (435) 259-5557 bmcguffeemoabfire@gmail.com

6. ALCOHOL PERMIT:
Complete the state & county approval process 60 days prior to the first day of the event's proposed date to start. Please contact the County Clerk's Office for temporary alcohol permit information (435) 259-1321. Local consent is granted by Grand County Commission and must be approved and processed prior to obtaining a required Special Event Permit from the Utah Department of Alcohol Beverage Control (DABC) www.abc.utah.gov (801) 977-6800

Approval letter from the Grand County Commission and the DABC.
Download approval letters at the bottom of the application in Other Related Documents.

CHECK THE COUNTY COMMISSION MEETING DATES - THEY MEET TWICE A MONTH, YOU WILL NEED TO GET ON THE AGENDA FOR APPROVAL. THIS WILL START THE 60 DAY PROCESS.

Beer Garden
Include location on the site/sketch plan.

7. BUSINESS LICENSE & SALES TAX COLLECTION
Temporary Business License is obtained at the County Clerk's Office (435) 259-1321.

Attach Business License	*Field not completed.*
Utah State Temporary Sales Tax Application	https://www.grandcountyutah.net/DocumentCenter/View/11347/Single-Vendor-Application-1
Special Event Sales Tax License	https://tax.utah.gov/sales/specialevents#temporary
Attach Utah Sales Tax License	*Field not completed.*

• *http://bit.ly/TempBizForm - Required for all non-resident applicants; otherwise attach the local Moab or County annual business license.*

• *http://bit.ly/TempUTStateTax - Required for all out-of-state applicants; otherwise attach the annual Utah State Tax License or 501 (c) 3 document.*

Utah State Tax Licensing is obtained by contacting the Special Events Unit in the Salt Lake City Office at 801.297.6303 or 1.800.662.4335, ext. 6303. Email: specialevent@utah.gov or website: http://tax.utah.gov/sales/specialevents

501(c)3
Attach a copy of your 501 (c) 3

Attach 501 (c) 3 document	*Field not completed.*

RAFFLES AND GAMBLING ARE ILLEGAL IN THE STATE OF UTAH

A. Merchandise Vendors:
It is the responsibility of the event organizer to provide all vendors with the information they need to collect and remit sales tax on the sale of food, drinks, souvenirs, services and any other taxable item or activity at the special event. It is the responsibility of the event organizer to pay tax on the retail sales of admissions according to the location of the activity or event regardless of the ticket purchase location. Temporary licenses are issued to each individual participant of a special event or the promoter of a special event may receive a number of temporary licenses for the vendors participating in his/her show. Each Special Event Licensee is responsible for ensuring compliance with Utah State Tax Commission requirements

Vendors
Vendors name and location on the site/sketch plan.

Number of Merchandise Vendors:	5+ (attach additional information below)

1. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
2. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
3. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
4. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax number	*Field not completed.*
Phone	*Field not completed.*
If you have more than four vendors please attach additional information.	*Field not completed.*

B. Food Vendors:

Food Service Vendors require a Food Service Permit, http://grandcountyutah.net/DocumentCenter/View/3725, please complete and submit to Southeast Utah Health Department. See Temporary Food Service Permit for instructions. Food service already authorized by city, county and/or SEUHD to conduct in Moab and Grand County are exempt.

Food Vendor

Food Vendor name and location on the site/sketch plan.

Additional Insurance requirements for using OSTA concession	*Field not completed.*
Attach Insurance	*Field not completed.*
Number of Food Vendors*:	4
Temporary Food Service Permit Application	https://www.grandcountyutah.net/DocumentCenter/View/7446/Temporary-Food-Service-Permit-Application
1. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*

Phone	*Field not completed.*
2. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
3. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
4. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
If you have more than four vendors please attach additional information.	*Field not completed.*

8. JEEP, UTV, RACE, PARADE, OR PEDESTRIAN / BICYCLE EVENT:
If this is a Jeep or 4X4 Event, NO UTV or ATV's are permitted. All UTV and ATV Events must be approved by the Grand County Commission.

Number & Type of Motor Vehicles to be used (if any):	1000 +/-
Number of Walkers/Foot Racers:	0
Number of Bicyclists	0
Description of staging/pre-event gathering and finish areas and event route:	Various starting locations in Grand County. See Attached location map

9. ADDITIONAL NEEDS-PORTABLE TOILETS, GARBAGE COLLECTION, & RECYCLING:
The following requirements must be met.

Sanitation - Garbage - Recycling
Name and location of all restrooms, garbage cans, and recycling locations. Site/sketch plan.

Sanitation Service commitments, including the following minimum requirements: daily, compost, recycling and garbage pick-up, daily restroom hauling and cleaning, handwash replenishing, and waste diversion plan.

Bathroom Facilities
Daily restroom hauling and cleaning. Specify their locations on your Site Plan

Sketch.

Sanitation Service Providers Name	Grand County
Phone	*Field not completed.*
Email	*Field not completed.*
Attach Sanitation Contract if applicable.	*Field not completed.*

Garbage:
Daily garbage pick-up.

Please describe your detailed clean up plan during and after the event:	OSTA Staff on contract for garbage service
Attach Garbage Contract	*Field not completed.*

Recycling:
Required and is the responsibility of the permit holder. This must be a detailed description of how recyclables will be sorted and where it will be recycled.

Please describe in detail your recycling plan:	OSTA staff provides containers and service
Attach Recycling Contract if applicable.	*Field not completed.*

If not recycling, a fee will be added to meet Sustainability requirements to dispose of trash as Grand County sees fit.

10. APPROVAL/PERMITS FROM OTHER ENTITIES (PLEASE CHECK ALL THAT APPLY):
Grand County's Special Event Permit does not exclude you from having to permit with other entities neither can Grand County issue permits or approve activities on behalf of other jurisdictions. It is the responsibility of the organization or event planner to secure any and all necessary approvals from other entities.

Permits from other entities, if applicable. Please check all that apply:	BLM: (435) 259-2100; www.blm.gov, Forest Service: (435) 259-7155; www.fs.fed.us, Trust Lands: (435) 259-7417; https://trustlands.utah.gov, Canyonlands National Park: (435) 719-2121; www.nps.gov/cany
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*

11. Proof of Insurance
A copy of your Certificate of Insurance naming Grand County as an Additional Insured in an amount not less than $1 million per occurrence and $1 million

aggregate unless a letter amount is approved in writing by the Commission, Administrator or County Attorney.

Grand County 125 East Center Street Moab Utah 84532

Upload copy of Certificate of Insurance	*Field not completed.*
Indemnification & Liability Agreement Affidavit	https://www.grandcountyutah.net/DocumentCenter/View/7449/Indemnification--Liability-Agreement-Affidavit
Indemnification and Liability Agreement	*Field not completed.*

REFER TO EXHIBIT A - 8.16.090 in the Grand County Ordinance 643 (2021)
A list/description of Special Events requirements

The list below is for you to check off the documents as you have uploaded them.

CHECKLIST OF REQUIRED ATTACHMENTS / TASKS:

REQUIRED ATTACHMENTS / TASKS: The following supporting materials are required:	Conformation from OSTA verifying date. A signed OSTA agreement will be required., Administration fee paid with signed OSTA Rental Agreement, Certificate of liability insurance: current policy names Grand County additionally insured , Site Plan (include First Aid Station), Signed Pledge, Sanitation service commitments, Business License or Temporary Business License , Information about fees generated by event - admission charges, booth fees, rental charges, A description of the number and types of vendors planned for the event, Traffic control plan, include fire evacuation routes and suppression, as it pertains to event, Schedule of daily events, COVID 19 TEMPLATE with written procedure on mask mandate (enforcement), Permits from other entities (If applicable)____City of Moab ____UDOT ____BLM ____Forest Service ____Arches National Park ____DABC ____SITLA____Canyonlands National Park ____Dead Horse Point State Park
Site Plan and/or Detailed Course Map	*Field not completed.*
OSTA Site Map	/DocumentCenter/View/11370/OSTA-Site-Plan
Site Plan and/or Detailed Course Map	*Field not completed.*
Other Related Documents	*Field not completed.*
2021 Fee Schedule	/DocumentCenter/View/12007/OSTA-Fee-Schedule

GROUND FOR DENIAL
8.16.130 Grounds for Denial The Committee, or the County Commission upon

referral, may deny an application for a Special Events Permittee for any of the following reasons: 1. Applicant submits incorrect, incomplete, or false information; 2. The proposed Special Event threatens or is incompatible with the public health, safety, peace, comfort or welfare of Grand County residents or visitors, including community or neighboring uses and morales, or may result in an unreasonable inconvenience or cost to the public; 3. The zoning of the proposed event site does not permit the use contemplated by the applicant; 4. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions; 5. Impacts associated with the proposed Special Event cannot be mitigated; 6. Applicant does not meet the deadlines and timelines required herein; 7. The proposed Special Event places unreasonable competing demands on County resources and/or conflict in proposed date(s), time and location with a reoccurring Special Event that is in good standing with the Committee and/or has an established annual date or season; 8. The Committee otherwise supports a denial based on Post Event Evaluation(s) and community complaints regarding incompatibility of the event with community health, safety, comfort, peace, and welfare; or 9. Executive or Public Health orders preclude the Event as per the order's provisions. In the event of denial of a Special Events Permit, the applicant may submit a written appeal to the County within thirty (30) days of the Final Decision pursuant to Title 1 of the Grand County Ordinances.

APPLICANT CERTIFICATION

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable Grand County Ordinance located on the County website (grandcountyutah.net) and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to the event. I understand approval is non-transferable and valid only for the above mentioned location, dates, and applicant.

Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
First Name	Rex
Middle Initial	*Field not completed.*
Last Name	Holman
Date	1/6/2022

OSTA Contact Information:

The Old Spanish Trail Arena 3641 S. HWY 191(Physical) 125 E. Center St. (Mailing) Moab, UT. 84532 (435) 259-1311 or (435) 259-6226
abook@grandcountyutah.net

Email not displaying correctly? View it in your browser.

Form 2930-2
(August 2011)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SPECIAL RECREATION PERMIT

(43 U.S.C. 1201; 43 U.S.C. 1701; 16 U.S.C. 460L-6(a); 16 U.S.C. 6802; and 43 CFR 2930)

Permit No.
MFO-Y010-11-106R

my copy
original

BLM Issuing Office
Moab Field Office
DOI-BLM-UT0Y010-2011-0189

Permittee Red Rock 4 Wheelers, Inc.

Authorized Representative Doug McElhaney, David Adams

Address PO Box 1471
Moab, UT 84532

Phone Number 435-259-2665

Email Address

Web Site

Permit is for *(check all that apply)*: ☐ Commercial ☐ Competitive ☑ Organized Group ☐ Vending

Effective Date 1/15/13 Expiration Date 12/31/2022 *(Terms greater than one year subject to annual authorization.)*

Seasonal or other period of use limitations two events annually

Permit Fee Formula Organized Group: Greater of $100/year or $5/person/day

Assigned Sites *(commercial only)*: ☑ None No. of Assigned Sites subject to fees

Special Area Fees Apply: ☐ Yes ☑ No Special Area Fee exclusive use fee= $200 prior to spring event annually

Minimum insurance coverage requirements Low Risk: $300,000 per occurrence, $600,000 annual aggregate

Permit is valid only if a current Certificate of Insurance that meets BLM specifications is on file with the issuing BLM Office.

Post use report due date(s) 30 days after the last use Bond Requirement: ☑ None Bond Amount

Purpose and activities authorized
Organized 4WD group rides

Approved Area of Operation

Designated roads/ routes managed by the Moab BLM including the portions of Chicken Corners and Lockhart Basin within the Monticello Field Office. (see attached list of authorized routes/maps)

Certification of Information: I certify use of this permit will be as per the operations plan on file with BLM. I acknowledge I am required to comply with any conditions or stipulations required by the BLM including the General Terms listed on page two of this form and any additional stipulations which may be attached.

Additional Stipulations are attached: ☑ Yes ☐ No

Doug C McElhaney — 1-8-13
(Permittee Signature) (Date)

Approved and issued for the conduct of permitted activities and locations shown on this permit and in conformance with the operating plan. Permit is subject to General Terms and any additional stipulations attached.

J. Rockford Smith — 1/15/13
(BLM Authorized Officer Printed Name) (BLM Authorized Officer Signature) (Date)

(Continued on page 2)

GENERAL TERMS

a. The permittee shall comply with all Federal, State, and local laws; ordinances; regulations; orders; postings; or written requirements applicable to the area or operations covered by the Special Recreation Permit (SRP or permit). The permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State, and local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients, customers, participants, and spectators.

b. An SRP authorizes special uses of the public lands and related waters and, should circumstances warrant, the permit may be modified by the BLM at any time, including modification of the amount of use. The authorized officer may suspend or terminate an SRP if necessary to protect public resources, health, safety, the environment, or because of non-compliance with permit stipulations. Actions by the BLM to suspend or terminate an SRP are appealable.

c. No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. The permit privileges are not to be considered property on which the permittee shall be entitled to earn or receive any return, income, price, or compensation. The use of a permit as collateral is not recognized by the BLM.

d. Unless expressly stated, the permit does not create an exclusive right of use of an area by the permittee. The permittee shall not interfere with other valid uses of the federal land by other users. The United States reserves the right to use any part of the area for any purpose.

e. The permittee or permittee's representative may not assign, contract, or sublease any portion of the permit authorization or interest therein, directly or indirectly, voluntarily or involuntarily. However, contracting of equipment or services may be approved by the authorized officer in advance, if necessary to supplement a permittee's operations. Such contracting should not constitute more than half the required equipment or services for any one trip or activity and the permittee must retain operational control of the permitted activity. If equipment or services are contracted, the permittee shall continue to be responsible for compliance with all stipulations and conditions of the permit.

f. All advertising and representations made to the public and the authorized officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, official agency symbols may not be used. The permittee shall not use advertising that attempts to portray or represent the activities as being conducted by the BLM. The permittee may not portray or represent the permit fee as a special federal user's tax. The permittee must furnish the authorized officer with any current brochure and price list if requested by the authorized officer.

g. The permittee assumes responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., trail and route conditions, landslides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous flora/fauna, abandoned mines, or other hazards that present risks for which the permittee assumes responsibility.

h. In the event of default on any mortgage or other indebtedness, such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the permittee's SRP.

i. The permittee cannot, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on public lands. Upon leaving, the lands must be restored as nearly as possible to pre-existing conditions.

j. The permittee must present or display a copy of the SRP to an authorized officer's representative, or law enforcement personnel upon request. If required, the permittee must display a copy of the permit or other identification tag on equipment used during the period of authorized use.

k. The authorized officer, or other duly authorized representative of the BLM, may examine any of the records or other documents related to the permit, the permittee or the permittee's operator, employee, or agent for up to three years after expiration of the permit.

l. The permittee must submit a post-use report to the authorized officer according to the due dates shown on the permit. If the post-use report is not received by the established deadline, the permit will be suspended and/or late fees assessed.

m. The permittee shall notify the authorized officer of any incident that occurs while involved in activities authorized by this permit, which result in death, personal injury requiring hospitalization or emergency evacuation, or in property damage greater than $2,500 (lesser amounts if established by State law). Reports should be submitted within 24 hours.

(2) All vehicle use will be in accordance with State law and BLM off-road vehicle designations. Vehicles must stay only on routes authorized by the Special Recreation Permit. Vehicle use is not authorized in Wilderness Study Areas. No off-route travel would be permitted. To avoid damaging cultural sites that may be near the routes, the roadbed should not be widened by inappropriate passing or parking.
(3) Permittee will be responsible for any wildfires caused by the permittee's party and will report all wildfires to the nearest BLM Field Office.
(4) Natural disasters and uncontrollable acts present risk which the permittee assumes. The permittee has the responsibility of inspecting the camp site and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and locating his camp site to avoid such hazard.
(5) The permittee agrees to assume responsibility for public safety and health during any phase of his operation, including first aid, retrieval and evacuation activities including costs.
(6) All refuse will be packed out and deposited in an authorized dump site.
(7) All guides will be informed of permit stipulations. There will be a required review of stipulations of all drivers authorized under the permit.
(8) Permittee shall not have exclusive use of recreation areas or interfere with other valid use of the public lands unless specifically authorized under the terms of the Special Recreation Permit.
(9) All animals will be kept under control. When outside of vehicles, all domestic animals must be kept on a leash. Domestic animals must remain in the vehicle in the presence of wildlife. Harassing of wildlife and/or livestock will not be allowed.
(10) Any paleontological and/or cultural resources (historic or prehistoric site or object) are protected and shall not be damaged or removed. All personnel associated with the permitted activity will be informed by the permittee that they are subject to prosecution for vandalizing and/or collecting any historic or prehistoric artifacts or paleontological remains. All guides will be specifically instructed in proper cultural site visitation behavior.
(11) Any additional routes or campsites will require additional approval from BLM.
(12) Parking and staging will be only on non-vegetated areas; parking will occur in single file along the side of the route.
(13) Top of the World route participants will not park off the Onion Creek Road to protect the federally listed threatened plant *Cycladenia humilus* var, jonesii. All travel on the Onion Creek Road will be on the county-maintained road. There is no travel in the stream or in the "Narrows."
(14) The maximum number of vehicles allowed per route per trip is as follows. No more than 25 vehicles are allowed on Dolores Triangle, and Lockhart Basin. No more than 35 vehicles are allowed on Crystal Geyser and Pritchett Canyon. No more than 40 vehicles are allowed on Kane Creek Canyon, Rose Garden Hill, Day Canyon Point (for Jeep Safari only), Hook and Ladder/Cameo Cliffs routes and Steel Bender. No more than 45 vehicles are allowed on Golden Spike, Porcupine Rim, and Secret Spire. No more than 50 vehicles are allowed on Chicken Corners, Deadman Point (Jeep Safari only), Dome Plateau, Fisher Valley, Gold Bar Rim, Hell Roaring Rim, Hey Joe, Metal Masher, Moab Rim, Photographer's Run, Sevenmile Rim, Top of the World and Wipeout Hill. No more than 55 vehicles are allowed on Cliffhanger, Copper Ridge, and Strike Ravine. No more than 60 vehicles are allowed on 3-D, Behind the Rocks, Fins and Things, Flat Iron Mesa, Hell's Revenge, and Poison Spider.

← Jeep Trail

Wildlife Stipulations
(1)The permittee will be responsible for ensuring that all guides and/or group leaders will be educated about the threatened and endangered species that could be present in the activity area. This education will include the potential penalties for taking a species listed under the

My Copy of original

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

COMMERCIAL LAND-BASED
SPECIAL RECREATION PERMIT STIPULATIONS

Name of Company: Red Rock 4 Wheelers, Inc.
Special Recreation Permit Number: MFO-Y010-11-106R
SRP Valid from: Date of Issuance, 2013 to 12/31/2022
Activities authorized by this SRP: Group 4WD rides on designated roards/ trails
Areas of authorization: Jeep Safari routes within the Moab Field Office including Lockhart Basin and Chicken Corners
Pre-trip Itineraries Required? No.
Post Use Report Due: 30 days after last use for the season.
Insurance Minimum Requirements: $300K/occurrence; $600K aggregate

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BLM National Terms and Stipulations

a. The permittee shall comply with all Federal, State, and local laws, ordinances, regulations, orders, postings, or written requirements applicable to the area or operations covered by the Special Recreation Permit. The permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State, and local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients, customers, participants, or spectators under the permittee's supervision.

b. A Special Recreation Permit authorizes special uses of the public lands and related waters as specified in the permit. Should circumstances warrant, the permit may be modified by the BLM at any time, including modification of the amount of use. The authorized officer may suspend or terminate a SRP if necessary to protect public resources, health, safety, the environment, or because of noncompliance with permit stipulations. Failure to comply may result in criminal, civil, and/or administrative actions (probation, suspension, cancellation). Administrative actions by the BLM to suspend or terminate a SRP may be appealed.

c. No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. The permit privileges are not to be considered property on which the permittee shall be entitled to earn or receive any return, income, price, or compensation. The use of a permit as collateral is not recognized by the BLM.

d. Unless expressly stated, the SRP does not create an exclusive right of use of an area by the permittee. The permittee shall not interfere with other valid uses of the Federal land by other users. The United States reserves the right to use any part of the area for any purpose.

e. The permittee or permittee's representative may not assign, contract, or sublease any portion of the permit authorization or interest therein, directly or indirectly, voluntarily or involuntarily. However, the authorized officer may approve contracting of equipment or services in advance, if necessary to supplement a permittee's operations. Such contracting should not constitute more

than half the required equipment or services for any one trip and the permittee must retain operational control of the permitted activity. If equipment or services are contracted, the permittee shall continue to be responsible for compliance with all stipulations and conditions of the permit.

f. All advertising and representations made to the public and the authorized officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, official agency symbols may not be used. The permittee shall not use advertising that attempts to portray or represent the activities as being conducted by the BLM. The permittee may not portray or represent the permit fee as a special Federal users' tax. The permittee must furnish the authorized officer with any current brochure and price list if requested by the authorized officer.

g. The permittee must assume responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., trail and route conditions, abandoned mines, land slides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous wildlife, or other hazards that present risks for which the permittee assumes responsibility.

h. In the event of default on any mortgage or other indebtedness, such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the permittee's SRP.

i. The permittee cannot, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on public lands. Upon leaving, the lands must be restored as nearly as possible to pre-existing conditions.

j. The permittee, or a representative thereof, must present a copy of the Special Recreation Permit to an authorized officer's representative, or law enforcement personnel upon request. The permittee, or a representative thereof, must display a copy of the permit and other outfitter identification on equipment used during the period of authorized use.

k. The authorized officer, or other duly authorized representative of the BLM, may examine any of the records or other documents related to the permit, the permittee or the permittee's operator, employee, or agent for up to 3 years after expiration of the permit.

l. The permittee must submit a Post Use Report to the authorized officer for every year the permit is in effect. If the post use report is not received by the established deadline (see above) the following late fee schedule will be initiated:

- More than 15 days but less than 30 days after the due date: $125
- More than 30 days after the due date, but less than 45 days: $250
- Post use reports submitted more than 45 days after the due date may result in criminal, civil, and/or administrative action to protect the interest of the United States.

m. The permittee shall notify the authorized officer of any accident which occurs while involved in activities authorized by this permit which results in: death, personal injury requiring hospitalization or emergency evacuation, or in property damage greater than $2,500 (lesser amounts if established by State law). Reports should be submitted within **24** hours in the case of death or injury, or 10 days in accidents involving property damage.

Copy

BLM Utah Terms and Stipulations

A. General

(1) Permits issued for more than one year are subject to annual validation. To secure validation the permit holder must:

(a) have performed satisfactorily under the terms and conditions of this permit and be in conformance with applicable Federal, State, and local laws, ordinances, regulations, orders, postings, and written requirements applicable to the area and operation covered by the permit,

(b) ensure that all persons operating under the permit have obtained all required Federal, State, and local licenses or registrations,

(c) have on file, with the office issuing the permit, current insurance identifying the U.S. Government as additional insured as specified in stipulation C, and

(d) have no outstanding, past due, or unpaid billing notices.

(2) Permittees may not leave unattended personal property on public lands administered by the Bureau of Land Management for a period of more than 48 hours without written permission of the authorized officer, with the exception that vehicles may be parked in designated parking areas for up to 14 consecutive days. Unattended personal property is subject to disposition under the Federal Property and Administrative Services Act of 1949 as amended.

(3) The permit only authorizes the use for the activity, the time(s) and in the area(s) specifically described above.

(4) The permittee must maintain on file with the BLM a current and correct list of employees who will be conducting services for the company on public land. Persons providing services under this permit must be an employee of the permittee, not a contractor.

(5) Placement of caches of supplies and food or equipment for future trips is not allowed unless specifically authorized.

(6) The permittee must allow BLM representatives to complete permit checks to determine the validity of the permit, ascertain the group has a copy of the permit, all required equipment, and to orient trip participants about the use of public lands and safety.

B. Financial

(1) The permittee must submit a post use report (see Appendix A) thirty days after the last use of the permit in a calendar year, or as agreed upon with the field office administering the permit. Alternative reporting arrangements may be established by written agreement with the authorized officer. An extension of this due date may be approved by the issuing office on a case-by-case basis. The report must contain a trip-by-trip log of: trip location, beginning and ending dates of each trip, number of clients, number of guides, and gross receipts for the trip. In reporting gross receipts, the outfitter will report all payments made by the customer, with the

only exception being retail sales of durable goods that remain the property of the customer and have an expected service life extending beyond the guided activity. The request for deductions based on pre- and post- trip transportation and lodging expenses and percentage of time on public land, if being claimed, must also be submitted at this time. Requests for transportation and lodging deductions must be accompanied by copies of supporting receipts documenting proof of payment.

(2) The permittee must maintain the following internal accounting records pertaining to the permit:

(a) W-2 records or a similar record of employment for all employees conducting trips under the permit,

(b) a record of all financial relationships with booking agents or advertisers,

(c) a record of all receipts or compensation including payments, gratuities, donations, gifts, bartering, etc., received from any source on trips conducted under the permit, and

(d) a record of all payments made by the permittee and claimed as a deduction in the permittee's fee submission.

The BLM retains the right to verify permit compliance from the books, correspondence, memoranda, and other records of the permittee, and from the records pertaining thereto of a proprietary or affiliated company during the period of the permit and for three (3) years thereafter regardless of physical location.

C. Insurance

(1) At a minimum, the permittee shall have in force public liability insurance in the appropriate amount as shown below.

General Guidelines for Minimum Insurance Requirements

SRP Event or Activity	Per Occurrence	Per Annual Aggregate
Low Risk: general non-competitive and non-commercial activities such as group camping, group activities, mounted orienteering, backpacking, or dog trials.	$300,000	$600,000
Moderate Risk: whitewater boating, horse endurance rides, OHV events, mountain bike races, rock climbing (with ropes), ultra-light outings, rodeos	$500,000	$1,000,000
High Risk: bungee jumping, speed record events, unaided rock climbing	$1,000,000	$2,000,000 - $10,000,000

(2) The policy shall state that the insurance company shall have no right of subrogation against the United States of America.
(3) Such insurance must name the United States Department of the Interior - Bureau of Land Management as additional insured and provide for specific coverage of the permittee's contractually assumed obligation to indemnify the United States.
(4) The policy shall stipulate that the authorized officer of the Bureau of Land Management shall be notified 30 days in advance of the termination or modification of the policy.
(5) The permit is not valid unless the permittee maintains a current authenticated certificate of the required insurance on file with the office issuing the permit.
(6) The permittee shall indemnify and hold harmless the United States against any responsibility or liability for damage, death, injury, or loss to persons and property which may occur during the permitted use period or as a result of such use.
(7) The permittee shall furnish a copy of the insurance policy directly to the authorized officer.
(8) The name of the insured on the insurance policy must be the same as the name on the permit. Those permittees holding insurance policies which only insure the permittee and not the permittee's employees must ensure that their employees also have the required insurance in effect, and that a certificate of insurance is furnished to the authorized officer.
(9) For multi-year permits, the insurance policy must be provided the first year, but on each subsequent year the authorized officer may accept a valid certificate of insurance.
(10) The insurance need only be valid during periods of actual use.

D. Marking of Outfitter Vehicles

Every street-legal motor vehicle used to transport clients or equipment shall be marked with at least one sign, decal, or placard on each side of the vehicle. The sign shall at a minimum include the company name and the city and state where the permittee is headquartered. Information must be readable from a distance of 50 feet.

E. Pre-Trip Itinerary

Prior to each trip, the permittee will file a notice of intent in writing with the BLM. The notice of intent must specify the intended dates of the trip, number of clients, number of guides, name of the lead guide and area to be visited, including the location of camps. Alternative reporting arrangements may be specified in writing by the Authorized Officer.

F. Environmental and Resource Protection

All trips must conform to *Leave No Trace* principles.

(1) For all trips, and at all base camps with locations served by a motorized vehicle, the permittee must have a toilet system that allows for the carry-out and disposal of solid human body waste via an authorized sewer system that is adequate for the size of the group and length of the trip. Toilets must be accessible for use by passengers and crew at all sites where a company motorized vehicle is present, except in developed locations where public restrooms are provided. In locations remote from a permittee's vehicle, solid human waste must be cat holed in a sunny location in bare soil or carried out. Toilet paper must be carried out and not buried or burned.
(2) Cans, rubbish, and other trash shall not be discarded, buried, or dumped on public lands or related waters. Wet garbage such as egg shells, orange peels, leftover solid food, bones,

melon rinds, etc., must be carried out. Trash cleanup at campsites and day use areas will include all litter or discarded items including small items such as bottle caps and cigarette butts.
(3) Washing or bathing with soap is not permitted in tributary streams, springs or other natural water sources. Dishwater must be strained prior to dispersal. Dishwater and bathwater may not be dumped within 100 feet of streams, springs, or other natural water sources. Only biodegradable soap may be used.
(4) The permittee will be responsible to ensure that historical, archaeological, cultural, or ecological values are not damaged, destroyed, or removed by any participants on authorized trips. Unless specifically authorized, collection of plants, rocks, fossils, artifacts, shed antlers, animals or parts of animals is prohibited. Permits for such collecting are issued separately outside of this Special Recreation Permit.
(5) The permittee must conduct operations authorized by the permit in accordance with applicable BLM management plans and the permittee's own operating plan submitted to the BLM in support of this permit.
(6) The number of participants on any trip, including guides, may not exceed the number specified in the permittee's operating plan and approved permit. The exception to this requirement is over-the-road bus tours using state and Federal highway and class B county roads.
(7) No camping is permitted within 300 feet of a known prehistoric or historic site.
(8) No camping is permitted within 300 feet of a water source other than perennial streams unless prior authorization is received from the authorizing officer.

G. Fires

This permit does not waive any applicable restrictions that may affect the use of camp fires or cooking fires. The following stipulations apply unless specifically waived by the Authorized Officer:
(1) At sites accessed by the permittee's motor vehicle(s), the permittee must provide their own fuel wood.
(2) At sites accessed by the permittee's motor vehicle, the permittee must use a fire pan to contain the fires, ash, and charcoal. Charcoal and ash from the fire pan must be hauled out.
(3) Gathering wood from standing trees, live or dead, is prohibited.
(4) Use of dead and down wood is permitted only at backcountry sites not accessed by the permittee's motor vehicle. In such cases, if a fire pan is not used, burn all wood to ash and naturalize the area before leaving.
(5) Scatter fuel wood piles before leaving the site.
(6) Comply with all fire restrictions and orders.

H. Informed Risk

(1) The permittee shall inform clients of the inherent risks involved with the activity.
(2) The permittee shall review potential safety concerns, contingency plans and potential consequences with their clients prior to operations.
(3) The permittee shall utilize the appropriate and proper equipment and gear for the activity.

I. Safety and Equipment

(1) The permittee shall provide the equipment necessary to serve the public in a safe manner. The permittee will ensure that trips are conducted in compliance with all laws and regulations relating to vehicle operations, land use restrictions, food handling, and any other applicable regulations.
(2) Every person serving as a guide on public land must at a minimum be trained and currently certified in Basic First Aid and Cardio-pulmonary Resuscitation (CPR). A current copy of the certification must be kept on file with the BLM.
    (a) On each trip at least one guide must be trained and currently certified in Advanced First Aid, First Responder, Wilderness First Responder, or an equivalent. A current copy of the certification must be kept on file with the BLM.
(3) The following equipment must be carried on all commercial trips:
    (a) A first aid kit adequate to accommodate each activity, group, or subgroup will be carried on all trips.
    (b) Adequate repair kits and spare supplies appropriate for the trip and activity.
(4) The following procedures must be followed on all commercial trips:
    (a) Unless specifically authorized in the permit, discharge of firearms is allowed only for legal pursuit of game animals by a licensed hunter.
    (b) Use of explosives and fireworks is prohibited.

SUPPLEMENTAL STIPULATIONS FOR PERMITTEES USING OFF HIGHWAY VEHICLES AND MOUNTAIN BIKES

(1) OHV and mountain bike use must be specifically provided for in the permit and operating plan.
(2) Only routes specifically approved in the permittee's operating plan may be utilized.
(3) Permittee will be familiar and comply with State of Utah OHV laws. All trips and trip participants must follow state regulations and manufacturer's recommendations regarding operations.
(4) Permittee must be familiar and comply with BLM's OHV designations whether posted on the ground or not.
(5) Permittees will operate in accordance with 43 CFR 8340 concerning OHV use on public land.
(6) OHV operators must yield to non-motorized users. Mountain bikers must yield to pedestrians and riding or pack animals.
(7) OHV operators shall not intentionally chase or harass wildlife.
(8) The permittee shall be responsible for clean-up and remediation in the event of accident or mechanical failure resulting in the spillage of fuels, lubricants, coolants, hydraulic fluids, or other petroleum-based or synthetic organic compounds.

MOAB FIELD OFFICE ADDITIONAL STIPULATIONS FOR USE OF JEEP SAFARI ROUTES

(1) The authorized officer reserves the right to limit activity and group size should it become apparent that, during the term of this permit, the use is adversely impacting on the environment. The authorized officer reserves the right to close or reroute routes that have been determined to negatively impact populations of bighorn sheep or peregrine falcon nesting sites or other endangered species.

(2) All vehicle use will be in accordance with State law and BLM off-road vehicle designations. Vehicles must stay only on routes authorized by the Special Recreation Permit. Vehicle use is not authorized in Wilderness Study Areas. No off-route travel would be permitted. To avoid damaging cultural sites that may be near the routes, the roadbed should not be widened by inappropriate passing or parking.
(3) Permittee will be responsible for any wildfires caused by the permittee's party and will report all wildfires to the nearest BLM Field Office.
(4) Natural disasters and uncontrollable acts present risk which the permittee assumes. The permittee has the responsibility of inspecting the camp site and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and locating his camp site to avoid such hazard.
(5) The permittee agrees to assume responsibility for public safety and health during any phase of his operation, including first aid, retrieval and evacuation activities including costs.
(6) All refuse will be packed out and deposited in an authorized dump site.
(7) All guides will be informed of permit stipulations. There will be a required review of stipulations of all drivers authorized under the permit.
(8) Permittee shall not have exclusive use of recreation areas or interfere with other valid use of the public lands unless specifically authorized under the terms of the Special Recreation Permit.
(9) All animals will be kept under control. When outside of vehicles, all domestic animals must be kept on a leash. Domestic animals must remain in the vehicle in the presence of wildlife. Harassing of wildlife and/or livestock will not be allowed.
(10) Any paleontological and/or cultural resources (historic or prehistoric site or object) are protected and shall not be damaged or removed. All personnel associated with the permitted activity will be informed by the permittee that they are subject to prosecution for vandalizing and/or collecting any historic or prehistoric artifacts or paleontological remains. All guides will be specifically instructed in proper cultural site visitation behavior.
(11) Any additional routes or campsites will require additional approval from BLM.
(12) Parking and staging will be only on non-vegetated areas; parking will occur in single file along the side of the route.
(13) Top of the World route participants will not park off the Onion Creek Road to protect the federally listed threatened plant *Cycladenia humilus* var, jonesii. All travel on the Onion Creek Road will be on the county-maintained road. There is no travel in the stream or in the "Narrows."
(14) The maximum number of vehicles allowed per route per trip is as follows. No more than 25 vehicles are allowed on Dolores Triangle, and Lockhart Basin. No more than 35 vehicles are allowed on Crystal Geyser and Pritchett Canyon. No more than 40 vehicles are allowed on Kane Creek Canyon, Rose Garden Hill, Day Canyon Point (for Jeep Safari only), Hook and Ladder/Cameo Cliffs routes and Steel Bender. No more than 45 vehicles are allowed on Golden Spike, Porcupine Rim, and Secret Spire. No more than 50 vehicles are allowed on Chicken Corners, Deadman Point (Jeep Safari only), Dome Plateau, Fisher Valley, Gold Bar Rim, Hell Roaring Rim, Hey Joe, Metal Masher, Moab Rim, Photographer's Run, Sevenmile Rim, Top of the World and Wipeout Hill. No more than 55 vehicles are allowed on Cliffhanger, Copper Ridge, and Strike Ravine. No more than 60 vehicles are allowed on 3-D, Behind the Rocks, Fins and Things, Flat Iron Mesa, Hell's Revenge, and Poison Spider. ← Jax Trail

Wildlife Stipulations
(1)The permittee will be responsible for ensuring that all guides and/or group leaders will be educated about the threatened and endangered species that could be present in the activity area. This education will include the potential penalties for taking a species listed under the

Endangered Species Act. See attached Threatened and Endangered Species information sheet.
(2) Observe desert bighorn sheep, American pronghorn, deer, and elk from a distance. No vehicle or foot pursuit allowed. No excessive noise.
(3) In desert bighorn lambing areas (see attached map) on portions of Crystal Geyser, Day Point, Deadman Point, Gold Bar Rim, Hellroaring Rim, Hey Joe, Metal Masher, Secret Spire and Sevenmile Rim, vehicles may not stop from April 1 to June 15. No foot travel, staging or camping will occur in these areas. Noise will be kept to a minimum.
(4) Observe low speed to avoid direct fatality of prairie dogs.
(5) Groups must avoid disturbing raptors year-round, especially during nesting seasons (March 1-August 31). There will be no stopping within ¼ mile of active raptor nests (indicated by fresh excrement and/or defensive bird behavior). An active nest site should be reported to the appropriate BLM field office.
(6) There will be no vehicle or foot pursuit of bald or golden eagles, ferruginous hawks, or burrowing owls. No excessive noise is allowed in the presence of these birds.
(7) If Mexican spotted owl occupancy is determined within 0.5 miles, travel shall be suspended from March 1 to August 31 while nesting birds are in the area. There will be no pursuit or excessive noise in their presence.
(8) If Southwestern willow flycatcher breeding/nesting territories are identified along or within 0.25 miles of authorized routes, travel and camping shall be suspended within 0.25 miles of these locations form May 1 to August 15.
(9) No camping or staging in occupied Gunnison Sage-grouse habitat. Note: there is currently no occupied habitat along Jeep Safari routes.
(10) To avoid degradation to habitat of endangered fish, all trips on Arch Canyon, Kane Creek Canyon, Hey Joe, Crystal Geyser, Dolores Triangle, Dome Plateau, Moab Rim, Pritchett Canyon, Top of the World, and Long Canyon will have proper clean up supplies to safely clean up and prevent further contamination of the rivers from vehicle fluids. Spills in dry drainages must also be contained and removed.
(11) Should future inventory or monitoring for sage grouse identify occupied areas, there will be no dispersed camping within these areas.
(12) No dispersed camping will be allowed within ½ mile of wildlife water sources.

Riparian/Water Quality Conservation Stipulations
(1) Vehicles must avoid damage to riparian vegetation and streambanks. No route widening is permitted.
(2) When the designated route crosses a stream, vehicles must cross in a narrow single file. The single file of vehicles must all cross in the same location to avoid widening the route.
(3) On designated routes located within streams and floodplains, e.g., Tusher Canyon (Sevenmile Rim), Kane Creek Canyon, Pritchett Canyon, vehicles must drive in the center of the stream channel, avoiding bank and vegetation disturbance.
(4) No vehicles wider than 76 inches are permitted in the 2.4 mile section of Tusher Canyon on the Sevenmile Rim route.
(5) If an oncoming vehicle is encountered in a narrow section of a route, vehicles will not pass each other at this point. One vehicle will reverse to a suitable, passable location.
(6) The 3.6 mile portion of 3-D in Tusher/Bartlett Wash (just west of Highway 191) is not available for motorized use.
(7) The unmaintained portion of the Kane Creek route will be marked annually prior to Jeep Safari week.

(8) The Dolores River crossing will not be attempted if the flow of the Dolores River exceeds 200 cubic feet per second.

One Way and Exclusive Use Stipulations

(1) The following routes will be one way for the entire 9 days of the Jeep Safari Event: Kane Creek Canyon, Hell's Revenge, and Steel Bender. It is the responsibility of the Red Rock 4-Wheelers to clearly sign and implement these routes as one way for the length of the Safari.

(2) BLM permittees will have exclusive motorized use of the following routes when a Jeep Safari "run" is scheduled: Behind the Rocks, Cliffhanger, Gold Bar Rim, Rusty Nail/Where Eagles Dare, Golden Spike, Moab Rim, Poison Spider, and Pritchett Canyon. For example, if a Jeep Safari run is scheduled on Behind the Rocks on April 7, only Jeep Safari and other permittees can engage in motorized travel on this route on that date.

29027
NOT TRANSFERABLE



From: January 1, 2022
Expires: December 31, 2022

BY THE AUTHORITY OF THE BOARD OF COUNTY COUNCIL PERSONS, GRAND COUNTY, STATE OF UTAH

Red Rock 4-Wheelers Inc. in conformity to the Laws of the State of Utah, to conduct a Event business at Old Spanish Trail Arena in Grand County, State of Utah, commencing for the same on 01/01/2022 and ending on 12/31/2022. Subject to the provisions of the Laws of the State of Utah, having paid into the County Treasury the fees in accordance with the order of the Board of Grand County Council and the same is hereby duly authorized.

Given under my hand and the seal of said Grand County this day January 18, 2022.

Deputy Clerk

Quinn Hall

County Clerk

COVID-19 EVENT PLANNING TEMPLATE

In accordance with Governor Herbert's Executive Order, event size can exceed 50 individuals if organizational oversight can be provided that ensures guidelines are followed. Formal organizations are required to complete the following event management template to assist their efforts to plan a safe event. This document must be kept and available for inspection by the local health officer or their designee.

Event Details:

Event Name:	2022 Easter Jeep Safari		
Event Location:	OSTA 3641 S. HWY 191 *Address*	Moab *City*	84532 *Zip*
Party Responsible for Organizational Oversight:	RR4W C/O Rex Holman *Address*	Moab *City*	84532 *Zip*
	holmanrex5@gmail.com *Email Address*		435-260-1064 *Phone*
Event Dates:	March 8, 2022 *Start Date*	March 18, 2022 *End Date*	
Anticipated Number of Attendees:	900-1200 *Per Day Total*	2500-5000 *Grand Total*	

Event Type

- ❑ Static: *events where the attendees primarily enter, watch and depart*
- ■ Interactive: *events where attendees create a traffic flow and interact with each other*
- ■ Participant: *events where attendees primarily participate in an activity or production*
- ❑ Community: *events with many activities and populations centers and likely a random traffic pattern*

Employees, Volunteers, Players, Performers, Actors, Etc.

Checklist:

- ❑ Symptom checking symptoms checked (checklist or verbal), including temperature checks when feasible
- ■ Face coverings are worn in settings where other social distancing measures are difficult to maintain
- ■ Ensure that face coverings are available
- ■ Provide accommodations to high-risk employees & volunteers; minimize face-to-face contact, assign tasks that allow these individuals to maintain a 6-foot distance from other employees or customer
- ■ Comply with distancing and hygiene guidelines

Tracking Attendance:

Must have the ability to track attendance, please describe your plan to track attendance to support contract tracing.

Most trails are pre registered online. Registration will also be opened during event. All contact information, vehicle and trail assignment will be recorderd and kept on file.

Social Distancing

A 6-foot distance must be maintained between household groups at all times including while seated, limiting the number of people in a confined area to enable adequate distancing at all times, and congregating at any point is not allowed. Please describe your plan to maintain appropriate social distancing throughout the event.

Social distancing will be encouraged with posted signs and annoucements. Masks will be required in all Grand County Buildings while in the High risk for vaccinated or un-vaccinated individuals. While in Moderate or low risk mask's are required for unvaccinated individuals. Frequent handwashing signs will be posted, along with hand sanitizer at all entry/exit points.

The Grand County Special Event Ordinance 816.180.3 will be followed as written -

8.16.180 COVID-19 Regulations

8.16.180.1 Guidelines

All Grand County Permittees and Special Events shall comply with the Utah Transmission Index Guidelines, or similar state COVID-19 guidelines in effect at the time of the Special Event (“ Guidelines ”) as well as any effective Joint Public Health Order of the County and Southeast Utah Health Department (“ Order ”).

8.16.180.2 Definitions

High-Risk Attendees

Set an established window time for high-risk groups to come in without pressure from crowds and/or separate entrances and queues, please describe your plan to accommodate high-risk attendees.

It will be encouraged that high-risk individuals do not attend registration pick up, and only participant in trails. This will give high-risk individuals the ability to attend the event but ensure their safety in their personal vehicle. If it is necessary for high-risk individual to enter registration they will be asked to have a non-high-risk participant to pick up their packet information. High-risk individuals will be discouraged from attending the indoor portion of the vendor show.

Signage

Maintain signage to remind and help individuals stand or sit at least 6 feet apart, please describe your plan to maintain signage including the number of anticipated signs as well as locations.

OSTA will have all proper social distancing signage, mask requirements, frequent hand washing, and hand sanititzer station signs posted through out the indoor facility. RR4W will have signage posted outdoors encouraning social distancing, hand washing, and hand sanitizer stations.

Payment Options

Encourage contactless payment; disinfect between transactions at facility stores/gift shops and comply with other retail recommendations, please describe your plan for payment.

We will recommend electronic payments at our on site registration area. Cash sales will be discouraged but not refused. All counter surfaces and materials will be disinfected after each use. All personell will be provided with gloves and disinfecting/sanitizing materials.

Hygiene & Sanitization

Dedicated staff for sanitizing high-touch areas, please describe your plan to provide hygiene and regular sanitization throughout the event.

All restroom facilities at the arena will be cleaned on a regular schedule by the OSTA Staff. This schedule will be on a minimum of a 30 minute rotation schedule. All locations will also have paper towels available, plus waste containers. OSTA has hand sanitizing stations at all entry/exit points. OSTA also has signs posted encouraging proper hand washing.

High touch services will also be on a rotated cleaning schedule by the OSTA Staff.

Concessions

Checklist:

- ☐ Serving and seating protocols consistent with restaurant guidance
- ☐ Any concessions/restaurant seating is compliant with restaurant dine-in guidance
- ☐ Encourage contactless payment
- ☐ To the extent reasonable, serve grab-and-go food items
- ☐ Maintain 6-foot distancing for all lines

Additional Safeguards

Please share any additional planned safeguards or measures being enacted at the event.

Anyone experciencing any COVID symptom will be asked to stay home, this will be posted on the RR4W website.

Face Masks will be provided and available.

Signature

Please provide the signature of the organizational representative that will be responsible for ensuring event oversight.

Rex Holman	RR4W Business Manager
Printed Name	*Title*
Rex Holman esigned in OSTA office on 2-9-22 @ 5:01PM	February 9, 2022
Signature	*Date*

USDA FOREST SERVICE
BILL FOR COLLECTION

1. BILL DATE: 01/05/2022 PAGE: 1 OF 1

TO ENSURE PROPER CREDIT PLEASE HAVE YOUR BILL AVAILABLE AND CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS:

. **PAY ONLINE AT:** WWW.FS.FED.US/BILLPAY

. **PAY BY MAIL:** Please include the top part of this bill with your payment. Also include the bill number and payer code, items 4 & 5 at right, on your check or money order. Do not send cash. Make your payment for the exact amount due and make it payable to USDA Forest Service. See address at right.

. **PAY AT MOST FOREST SERVICE OFFICES:** Bring a copy of your bill. Call your local Forest Service office for details.

PAY BY MAIL ADDRESS:
USDA FOREST SERVICE
C/O US BANK
P. O. BOX 6200-09
PORTLAND, OR 97228-6200

AMOUNT DUE: $100.00

AMOUNT ENCLOSED:$_____

TO: RED ROCK 4 WHEELERS
PO BOX 1471
MOAB, UT 84532 UNITED STATES

2. NET AMOUNT DUE:	$100.00
3. DUE DATE:	02/07/2022
4. BILL NUMBER:	BF041004AC073
5. PAYER CODE:	0003366961

6. AGREEMENT NO: -- TEAR HERE --

8. REMARKS:
FAILURE TO PAY FEES BY DUE DATE CONSTITUTES NON-COMPLIANCE WITH AUTHORIZATION.
THIS IS YOU MINIMUM USE FEE FOR 2022. ZACHARY.LOWE2@USDA.GOV OR 435.636.3335

7. DESCRIPTION:	
9. PRINCIPAL:	$100.00
10. INTEREST:	
11. ADMINISTRATIVE COSTS:	
12. PENALTY:	
13. AMOUNT DUE:	$100.00
14. ADJ. + CREDIT:	$.00
15. NET AMOUNT DUE:	$100.00

NOTE:
PLEASE SEND ALL CORRESPONDENCE, INQUIRIES, AND CHANGE OF ADDRESS TO:

MANTI-LA SAL NF (435) 259-7155
MOAB RD
P.O. BOX 386
MOAB, UT 84532

Paid 11/5/22

Failure to include both the bill number and payer code with your payment will delay posting and may delay your ability to use the National Forest. Failure to make payment by the due date may result in the assessment of interest, administrative fees and/or penalty charges. In accordance with your authorization or the debt collection act of 1982, as amended, postmarks are not honored.

DATE/PERIOD	DESCRIPTION		AMOUNT
01/01/2022 To 12/31/2022	2720 SPECIAL USES MOA452 181 RECREATION EVENT PERMIT ISSUED: 07/08/2019	MOAB RANGER DISTRICT	$100.00

FOR OFFICIAL USE ONLY

16. ORG	17. JOB	18. AMOUNT	16. ORG	17. JOB	18. AMOUNT
0410	FDAS4222	$95.00	0460	FDAS4222	$5.00

jmarshiii@msn.com

From:	Lowe, Zachary - FS <zachary.lowe2@usda.gov>
Sent:	Wednesday, January 5, 2022 1:53 PM
To:	Red Rock 4 Wheelers- John Marsh III (jmarshiii@msn.com)
Subject:	Minimum Use Fee for 2022
Attachments:	MU 2022.pdf

John,

Attached is your minimum use fee for your 2022 event. As your event revenue did not exceed your minimum use fee from last year, there is no Actual Use Fee for 2021.

You may pay your bill in one of three ways:

1. **Online:** http://www.fs.fed.us/billpay/. Remember to have your bill number handy as you will need it when you enter your payment information. The bill number can be found on your bill in the right-hand column (#4). You can use a bank account (ACH) or a debit/credit card to complete your payment online.
2. **Mail:** Please include a copy of this bill with your payment. You will need to have the bill number (right-hand column #4) written on your check or money order. Do not send cash. Please make the payment for the exact amount due. Make payments payable to USDA Forest Service and send to:

   USDA Forest Service
   c/o US Bank
   PO Box 6200-09
   Portland, OR 97228-6200

3. **In Person: Our offices are not likely to be opened to visitors, until after March of this year (2022).** If you need to pay a bill through our office, please call me and we can coordinate a time to do a credit card payment by phone. **If you are paying by check, please see the mail option (#2) above. Please do not mail checks to our office.**

If you have any questions, need any additional time for payments, or anything else, please feel free to call me at 435-636-3335 or email me at zachary.lowe2@usda.gov.

Thank you.

Zachary Lowe
Recreation Specialist
Forest Service
Manti-La Sal National Forest
Moab/Monticello RD
p: 435-636-3335

zachary.lowe2@usda.gov

62 E. 100 N.

The State of Utah
Department of Natural Resources
Division of Forestry, Fire & State Lands

Application for Commercial Use on Moab Sovereign Exchange Lands

FOR AGENCY USE ONLY	
Date/Time Stamp:	_____
ROE Number:	_____
Lessee Number:	_____
Sovereign Land Body(ies):	Dalton Wells Management Unit
Land Use Classification:	_n/a_____

PLEASE READ ALL OF THE FOLLOWING INSTRUCTIONS PRIOR TO COMPLETING AND SUBMITTING THIS APPLICATION:

1. APPLICATION FEE: A non-refundable application fee in the amount of $50.00 plus an annual permit fee of $200 (for a total of $250) must accompany this application. Checks must be made payable to "FFSL". The fee may be adjusted higher by the Division based on the nature of the proposed activity
2. OTHER FEES: In addition, a $2.00 per person royalty over a threshold of 150 people per trip/event will also be assessed for all commercial activities. The Division reserves the right to review your passenger manifest.
3. RIGHT OF ENTRY APPLICABILITY: A right of entry (ROE) is required for any person to use, occupy, or travel upon sovereign lands in conjunction with any commercial enterprise unless use is within the ROW of an authorized public road or permitted under some other surface use authorization issued by the Division.
4. APPLICATION COMPLETION: The applicant MUST COMPLETE ALL sections of this application before the Division will accept and process the application for review. If the Division deems the application deficient the Division will notify the applicant via written correspondence. If the Division determines the application is complete, the Division will review the ROE application
5. APPLICATION RESPONSES: Application responses must be typed or completed using pen.
6. RIGHTS OF THE DIVISION: The Division reserves the right to reject ROE applications at any time prior to the execution of the ROE conveyance documents by the Director. Applicants acquire no vested rights prior to the execution of the authorization.
7. SUPPLEMENTAL FORMS: Complete in full the "Right of Entry Supplemental Questionnaire: Exchange Lands" found at the end of this application.
8. AUTHORIZATION FOR USE OF OTHER PUBLIC LANDS: Any applicant desiring to conduct activities on lands owned by any other state or federal agency must apply separately to each of those agencies. A Commercial River Tour Permit on Sovereign Lands does not grant the permittee access to non-sovereign administered lands.

SECTION I. APPLICANT INFORMATION

Name/Contact: John Marsh
Company Name: Red Rock 4 Wheelers
Mailing Address: PO Box 1471
City: Moab State: UT Zip: 84532
Business Phone: _____ Mobile (optional): (801) 580-8687
E-mail Address: jmarshiii@msn.com

SECTION II. REQUESTED PERMIT AREA

Dalton Wells Management Unit of the Moab Sovereign Exchange Lands

SECTION III. OTHER REGULATORY APPROVALS

By submitting this application, the applicant affirms that they will have acquired all other permits and/or authorizations that are necessary for the proposed trip. Examples of other permits that may be required include but are not limited to the following:

- Local government permits,
- Easements for access across private and/or public property,
- U.S. Army Corps of Engineers authorizations,
- Utah Division of State Parks and Recreation licenses,
- Bureau of Land Management Special Recreation Permits,
- Utah Division of Wildlife Resources approvals, and
- Utah Department of Environmental Quality authorizations.
- National Park Service concessionaire permits

The Division, at its discretion, may withhold authorization pending the submittal of supporting documentation by the applicant demonstrating obtainment of all other necessary permits and approvals.

SECTION IV. CERTIFICATE OF INSURANCE

Please be advised that if your application is approved by the Division, you, as the Permittee, will be required to provide and maintain during the term of the permit, at the sole expense of you as the Permittee, a policy of liability insurance naming the applicant and the Division as jointly insured parties under the policy. The policy shall fully insure the Division against any and all loss, damage, liability, and injury incurred by any person, firm, corporation, or government entity arising out of applicants' use of the permit. The limits of the policy shall be no less than $1,000,000.00 for each occurrence. Each applicant will be required to provide copies of current proof of insurance policy to the Division before any written permit or authorization can be issued by the Division.

SECTION V. APPLICANT SIGNATURE

I HEREBY STATE THAT I AM ELIGIBLE TO ACQUIRE THIS PERMIT UNDER THE LAWS OF UTAH, AND DIVISION RULES. FURTHERMORE, I AGREE TO COMPLY WITH SAID LAWS AND RULES AND WITH THE TERMS AND CONDITIONS OF THE PERMIT WHEN ISSUED. I UNDERSTAND THAT THIS APPLICATION VESTS NO RIGHTS IN THE APPLICANT PRIOR TO ISSUANCE OF THE PERMIT.

	1/26/2022
(Authorized Agent or Individual Signature)	**(Date)**

RIGHT OF ENTRY SUPPLEMENTAL QUESTIONNAIRE: EXCHANGE LANDS

1. Please list dates you plan to conduct operations. If you plan to run multiple trips or events throughout the season, indicate so by responding "all season".

   _____

2. Will you conduct overnight trips or events? ☐ Yes ☒ N

   a. If yes, please be advised that you must possess and utilize a washable, reusable toilet system that allows for disposal of solid human body waste through an authorized sewage system (i.e. groover, wag-bag, luggable loo, ect.)

      Please affirm that you will possess and use such a system.
      Initial:_____

   b. The maximum group size for overnight stay on Sovereign Lands is limited to 25 persons. In addition, two or more groups may not camp together if the resulting group size exceeds 25 individuals at the campsite.

      Please acknowledge that you have been informed of group size limits.
      Initial:_____

3. All garbage, trash, human waste and pet waste must be carried out of the area and disposed of properly.

   Please affirm that you will dispose all waste in an approved receptacle off the river.
   Initial:_____

4. Please be aware that any fire is required to be contained a durable metal fire pan or preexisting fire ring at least 12 inches wide, with a depth of at least 1.5 inches around its outer edge. Construction of new fire rings is prohibited. Also be aware that cutting of firewood is prohibited except in designated areas. Ashes and charcoal accumulated during a trip/event must be carried out and disposed of properly.

   Please affirm that you will use a fire pan or preexisting fire ring to contain any camp fire.
   Initial:_____

6. Please affirm that you will acquire any and all authorizations from any other regulatory body before commencing operations.
   Initial:_____

7. A $2.00 per person royalty is assessed for every trip that exceeds a threshold of 150 persons.

   Please affirm that you will notify the Division of any trip that exceeds the 150 person threshold, and will provide to the Division a participant manifest of said trip/event(s) before the annual expiration of your permit.

   Initial:_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Central Utah Insurance Agency, LLC
880 S Main
Moab, UT 84532
License #: 4844

CONTACT NAME: Gianne Gordon
PHONE (A/C, No, Ext): (435)259-5981 FAX (A/C, No): (435)259-5457
E-MAIL ADDRESS: gianne@insuremoab.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Specialty Underwriters	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
RED ROCK 4 WHEELERS INC
REX HOLMAN
PO BOX 832
MOAB, UT 84532

COVERAGES CERTIFICATE NUMBER: 00004533-240001 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY	X		CSU0118280	08/01/2021	08/01/2022	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER							$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	
	ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Grand County of Moab is listed as additional insured on policy.

CERTIFICATE HOLDER
Grand County
125 E Center St
MOAB, UT 84532

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Gianne Gosse (GIA)

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BILL FOR COLLECTION

1. BILL DATE: 01/05/2022 PAGE: 1 OF 1

'O ENSURE PROPER CREDIT PLEASE HAVE YOUR BILL AVAILABLE AND :HOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS:

. **PAY ONLINE AT**: WWW.FS.FED.US/BILLPAY

. **PAY BY MAIL**: Please include the top part of this bill with 'our payment. Also include the bill number and payer code, items & 5 at right, on your check or money order. Do not send cash. lake your payment for the exact amount due and make it payable to ISDA Forest Service. See address at right.

. **PAY AT MOST FOREST SERVICE OFFICES**: Bring a copy of 'our bill. Call your local Forest Service office for details.

PAY BY MAIL ADDRESS:
USDA FOREST SERVICE
C/O US BANK
P. O. BOX 6200-09
PORTLAND, OR 97228-6200

AMOUNT DUE: $100.00

AMOUNT ENCLOSED:$_____

'O: RED ROCK 4 WHEELERS
PO BOX 1471
MOAB, UT 84532 UNITED STATES

2. NET AMOUNT DUE: $100.00
3. DUE DATE: **02/07/2022**
4. BILL NUMBER: BF041004AC073
5. PAYER CODE: 0003366961

. AGREEMENT NO:

-- TEAR HERE --

. REMARKS:
FAILURE TO PAY FEES BY DUE DATE CONSTITUTES NON-COMPLIANCE WITH AUTHORIZATION.
THIS IS YOU MINIMUM USE FEE FOR 2022. ZACHARY.LOWE2@USDA.GOV OR 435.636.3335

7. DESCRIPTION:
9. PRINCIPAL: **$100.00**
10. INTEREST:
11. ADMINISTRATIVE COSTS:
12. PENALTY:
13. AMOUNT DUE: $100.00
14. ADJ. + CREDIT: $.00
15. NET AMOUNT DUE: **$100.00**

)TE:
LEASE SEND ALL CORRESPONDENCE, INQUIRIES, AND CHANGE OF ADDRESS TO:

MANTI-LA SAL NF
MOAB RD
P.O. BOX 386
MOAB, UT 84532

(435) 259-7155

'ailure to include both the bill number and payer code with your payment will delay posting and may delay your ability o use the National Forest. Failure to make payment by the due date may result in the assessment of interest, dministrative fees and/or penalty charges. In accordance with your authorization or the debt collection act of 1982, s amended, postmarks are not honored.

DATE/PERIOD	DESCRIPTION		AMOUNT
01/01/2022 To 12/31/2022	2720 SPECIAL USES MOA452 181 RECREATION EVENT PERMIT ISSUED: 07/08/2019	MOAB RANGER DISTRICT	$100.00

FOR OFFICIAL USE ONLY

16. ORG	17. JOB	18. AMOUNT	16. ORG	17. JOB	18. AMOUNT
0410	FDAS4222	$95.00	0460	FDAS4222	$5.00

Date of Event:	4/8/22	Arrival Date:	Departure Date: 4/18/22
Times of Event	Bob Kraft President (435) 260-0140		
Name of Group:	RR4W → 2022 EJS		
Contact Person:	Mike Kelso (V.P.) / Rex Holman (Business Manager)		
Phone Number:	210-1481 / 260-1064		
Email Address:	kelsocabe3@gmail.com / holmanrex5@gmail.com		
Expected # of Spectators	LOCAL: OUT OF TOWN: STAFF:		

SUN	MON	TUE	WED	THUR	FRI	SAT
					1	2
3	4	5	6	7	8 Set-up	9 Reg. 7-10
10 Reg 7-10	11 Reg 7-10	12 Reg 7-10	13 Reg 7-10 EJS	14 Reg. Vendor Show	15 Reg. Vendor Show Raffle	16 Reg. 7-10
17 EVOKE LIFE @ PAVILION	18 Trail Leader Mtg. Clean-up	19	20 JEEPSTER COMMANDO	21	22	23
24	25	26 CRUISE MOAB	27	28	29	30 CAR SHOW

© 2007 Vertex42 LLC, www.vertex42.com/calendars

Arena	Conf. Room	Outside Arena	Parking Lot	Pavilion	Stalls	Soccer Fields	Upper Park Lot	Baseball Fields	Scorer Box/ Conf. Room #2	Warm up Arena

* excluding N. Barn Area

Description of event: 4x4 Expo w/Trails

Power Required: Yes

Water Required: Some

Furniture Required: NO

Compaction Level of Dirt: Double Drum roll

Cleaning will be maintained by: OSTA

Final Cleaning by: OSTA

Any Special Deliveries: Vendor deliveries → Need to schedule & pay for privately

Dumpster with open top: Yes → Will be emptied on a schedule, make sure to arrange a p/up @ end of day on Friday.
Verified with Monument on:
Drop off times:
Spoke With:
Final pick up:

Portable Restrooms & Sinks: Zunich
Verified with Zunich on:
Drop off times:
Spoke With:
Final pick up:

Alcohol: NO
Location of Beer Garden:
Permit for:

Permits: Yes

Safety Plan (Dangerous Event):

Temporary Structures (How will they be secured to the ground): Stage

Other Special Instructions: Remove all rails indoor & out

Insurance Received On (If hiring/using concessionaire they must be named additionally insured) 1/2 Million: Received 1/24/22

501-C3 Documentation Received On:

Non-Refundable Deposit (Administration fee) Received On: Pd. CK# 11518 1/27/22
$400.00 For Admin Fee
$ 50.00 Towards balance
$450.00.

Refundable Security Deposit Received On: Rolled over $400 from 2021

Payment Received On:

Security Deposit Paid back on:

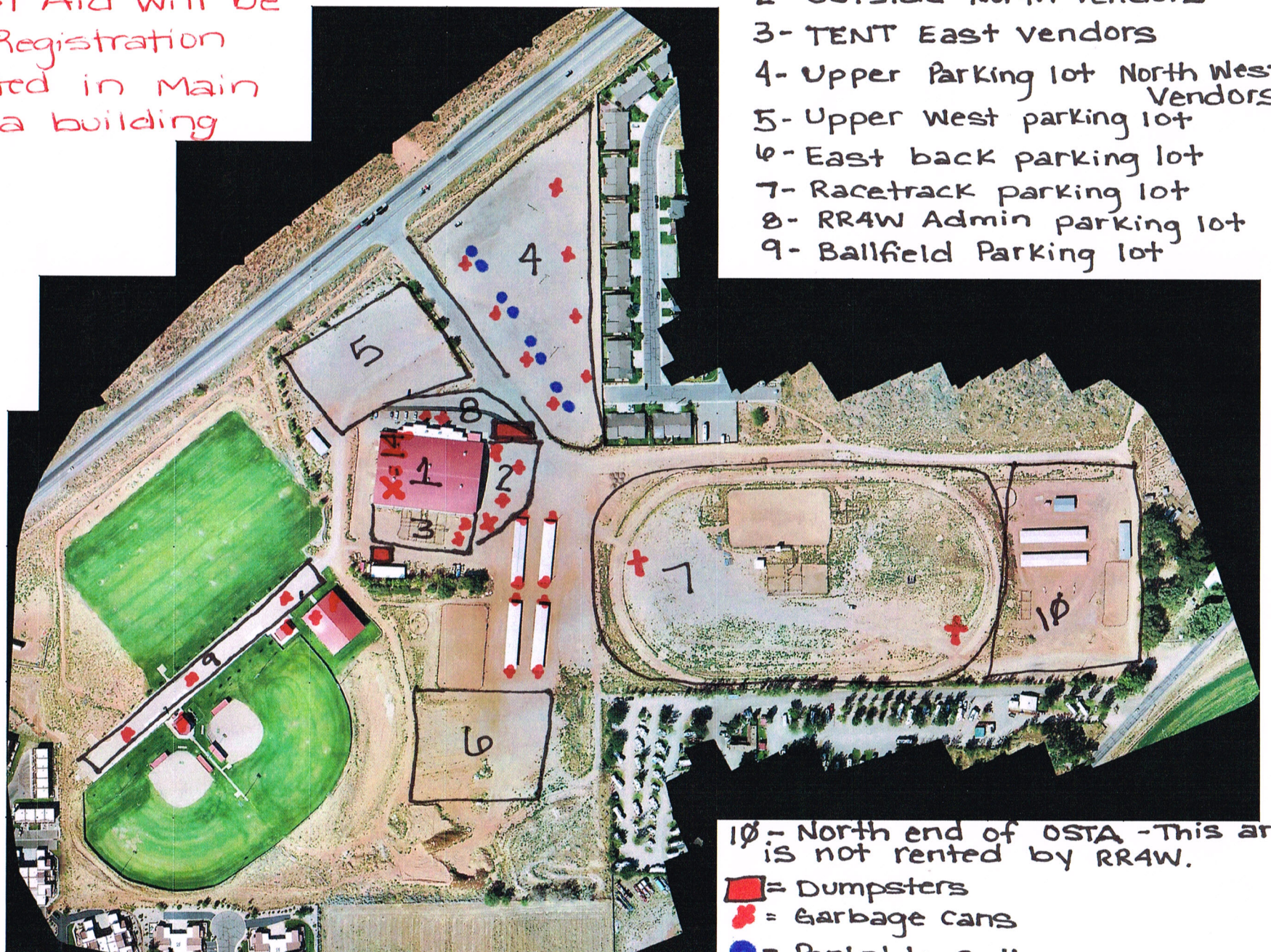
Address for Deposit to be sent to & Name on refund check:

Door Code & What Doors:

	Item	Notes	Received On
✓	Insurance (Signed W/ correct #'s & GC named additionally insured)		1/24/22
✓	Special Event Application		1/6/22
✓	Site Plan (include first aid station)		1/26/22
✓	Schedule of event	See tear sheets	1/24/22
✓	Sales Tax License (SE Sales Tax #)	13009637-004-STC	1/28/22
✓	Business License		1/24/22
✓	Course Map (if leaving OSTA)	See tear sheets	1/24/22
X	Alcohol Permit (DABC)		
✓	BLM Permits		1/24/22
✓	SITLA Permits		1/28/22
✓	Forest Service Permits		
✓	Arches National Park Permits		
✓	Canyonlands Park Permits		
X	Dead Horse State Park Permits		
X	City of Moab Permits		
X	Film Permits		
X	Other Permits		
X	Shuttle Plan		
✓	Indemnification Agreement		1/25/22
✓	Pledge Agreement		1/24/22
✓	COVID-19 Event Planning Template		1/26/22
✓	Written Procedure of Mask Mandate (Enforcement)		1/26/22
✓	Signed OSTA Agreement		1/26/22
X	Admission fees, booth fees		
✓	Traffic Control		1/28/22
✓	Security with Contact Numbers		1/28/22
X	Cleaning Schedule with Contact Numbers	OSTA Staff	
	EMS		
	Grand County Sheriff		
	Moab City Police Department		
	Utah Highway Patrol		
	Moab Fire		
	Health Department		
	UDOT		
	Other Special Services needed		
✓	Statement of Authority		1/25/22
	Post Event Evaluations		

***First Aid will be in Registration located in Main Arena building

1 - Main arena vendors & Registration.
2 - Outside North Vendors
3 - TENT East Vendors
4 - Upper Parking lot North West Vendors
5 - Upper West parking lot
6 - East back parking lot
7 - Racetrack parking lot
8 - RR4W Admin parking lot
9 - Ballfield Parking lot



10 - North end of OSTA - This area is not rented by RR4W.

= Dumpsters
= Garbage cans
= Portable Bathrooms

NPS Form 10-930 (Rev. 08/2021)
National Park Service

OMB Control No. 1024-0026
Expiration Date 11/30/2023

APPLICATION FOR SPECIAL USE PERMIT

Glen Canyon National Recreation Area
691 Scenic View Drive, P.O. Box 1507
Page, Arizona 86040
Phone: 928-608-6320 Fax: 928-608-6326

Please supply the information requested below. **Attach additional sheets, if necessary, to provide required information.** A nonrefundable processing fee of $100.00 must accompany this application unless the requested use is an exercise of a First Amendment right. You must allow sufficient time for the park to process your request; check with the park for guidelines. You will be notified of the status of the application and the necessary steps to secure your final permit. Your permit will require the payment of $200.00 cost recovery charges and may require proof of liability insurance naming the United States of America an additional insured.

*** Enter either a Social Security Number OR a tax ID number; we do not require both.**

Applicant Information	Company/Organization Information
Applicant Name: John C. Marsh	Company/Organization Name: Red Rock 4 Wheelers Club
Social Security Number*: 149424078	Tax Identification Number*: 87038726
Street Address: 867 David Ct.	Street Address: c/o 375 S. Main
City: Moab	City: Moab
State: UT	State: UT
Zip Code: 84532	Zip Code: 84532
Country: USA	Country: USA
Telephone Number:	Telephone Number: 801 580-8687
Cell Phone Number: 801 580-8687	Contact Name: John C. Marsh, Land Use Officer
Fax Number:	Fax Number:
Email Address: jmarshiii@msn.com	Email Address: jmarsh@msn.com

Activity Details

Description of Proposed Activity (attach diagram and/or additional pages, if necessary)

25 licensed motor vehicles to travel to the end of the Hole in the Rock Trail, in and out in one day. We have a BLM permit to camp for two nights outside of the Glen Canyon boundary. This will be a guided trail as part of our Red Rocker 4x4 Club's Easter Jeep Safari event.

Two club officials are included as part of the 25 vehicle total.

Location Details

Requested Location

Travel the eastern Hole in the Rock trail.

Equipment Details

Support equipment (list all equipment; attach additional pages if necessary)

All support equipment will be carried by the participating vehicles such as winches, tools, fuel, tow straps, portable toliets, first aid equipment, fire extinguishers, and communications

Timing

Set-Up Begins	Activity Begins	Activity Ends	Removal Completed
Date:	*Date:*	*Date:*	*Date:*
Time: Apr 10, 2022 8am	*Time:* Apr 10, 2022 8am	*Time:* Apr 10, 22 6pm	*Time:* Apr 10, 22 6pm
■ AM ☐ PM	■ AM ☐ PM	☐ AM ■ PM	☐ AM ■ PM
Date:	*Date:*	*Date:*	*Date:*
Time:	*Time:*	*Time:*	*Time:*
☐ AM ☐ PM	☐ AM ☐ PM	☐ AM ☐ PM	☐ AM ☐ PM
Date:	*Date:*	*Date:*	*Date:*
Time:	*Time:*	*Time:*	*Time:*
☐ AM ☐ PM	☐ AM ☐ PM	☐ AM ☐ PM	☐ AM ☐ PM

Vehicles & Participants

If using any vehicles, attach a parking plan to this form.

Type	Maximum Number
Participants (best estimate)	75
Cars	25
Vans/Light Trucks	
Utility Vans/Trucks	
Buses/Oversized Vehicles	

Support Personnel

List support personnel including addresses and telephones; attach additional pages if necessary

Name	Address	Cell Phone Number
John Marsh, Land Use Officer	867 David Ct, Moab UT 84532	(801) 580-8687
Bob Kraft, President	620 Winesap, Moab, UT 84532	(435) 210-1481
Mike Kelso, Vice President	4098 Mountain Ct., Moab UT 84532	(435) 260-0140

Individual in Charge

Individual in charge of activity onsite who is authorized to make decisions related to the permitted activity

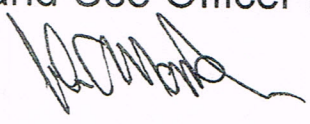
Name	Cell Phone Number
Jeremy McElhaney, Trail Leader	(435) 260-0084

Activity Questions

Is this an exercise of First Amendment Rights?	☐ Yes ■ No
Have you visited the requested area?	■ Yes ☐ No
Do you plan to advertise or issue a press release before the event?	■ Yes ☐ No
Have you obtained a permit from the National Park Service in the past? (If yes, provide a list of permit dates and locations on a separate page.)	■ Yes ☐ No
Will you distribute printed material?	■ Yes ☐ No
Is there any reason to believe there will be attempts to disrupt, protest or prevent your event? (If yes, please explain on a separate page.)	☐ Yes ■ No
Do you intend to solicit donations or offer items for sale? (These activities may require an additional permit.)	☐ Yes ■ No
Is this permit to carry out a Good Samaritan Search and Recovery Mission?	☐ Yes ■ No

You are encouraged to attach additional pages with information useful in evaluating your permit request including: staging, sound systems, parking plan, security plans, sanitary facilities, crowd control, emergency medical plan, use of any building, site clean-up, etc.

The applicant by his or her signature certifies that all the information given is complete and correct, and that no false or misleading information or statements have been given.

Name	John C Marsh
Title	Land Use Officer RR4W Club
Signature	
Date	11-17-2021

NPS Form 10-930 (Rev. 08/2021)
National Park Service

OMB Control No. 1024-0026
Expiration Date 11/30/2023

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*** Enter either a Social Security Number OR a tax ID number; we do not require both.**

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Country: USA	Country: USA
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Email Address: jmarshiii@msn.com	Email Address: jmarsh@msn.com

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Two club officials are included as part of the 25 vehicle total.

Red Rock 4 Wheelers

Old Spanish Trail Arena

Contact Information

Douglas McElhaney, Expo manager 260-2684 → Security

Carma McElhaney, Asst Expo manager 260-0411

Rex Holman Business Manager 260-1064

Bob Kraft, President and registration manager 260-0140

Linda Brewer, Office manager 260-0287

COVID-19 EVENT PLANNING TEMPLATE

In accordance with Governor Herbert's Executive Order, event size can exceed 50 individuals if organizational oversight can be provided that ensures guidelines are followed. Formal organizations are required to complete the following event management template to assist their efforts to plan a safe event. This document must be kept and available for inspection by the local health officer or their designee.

Event Details:

Event Name:	2022 Easter Jeep Safari		
Event Location:	OSTA 3641 S. HWY 191 *Address*	Moab *City*	84532 *Zip*
Party Responsible for Organizational Oversight:	RR4W C/O Rex Holman *Address*	Moab *City*	84532 *Zip*
	holmanrex5@gmail.com *Email Address*		435-260-1064 *Phone*
Event Dates:	March 8, 2022 *Start Date*	March 18, 2022 *End Date*	
Anticipated Number of Attendees:	900-1200 *Per Day Total*	2500-5000 *Grand Total*	

Event Type

- ☐ Static: *events where the attendees primarily enter, watch and depart*
- ■ Interactive: *events where attendees create a traffic flow and interact with each other*
- ■ Participant: *events where attendees primarily participate in an activity or production*
- ☐ Community: *events with many activities and populations centers and likely a random traffic pattern*

Employees, Volunteers, Players, Performers, Actors, Etc.

Checklist:

- ☐ Symptom checking symptoms checked (checklist or verbal), including temperature checks when feasible
- ■ Face coverings are worn in settings where other social distancing measures are difficult to maintain
- ■ Ensure that face coverings are available
- ■ Provide accommodations to high-risk employees & volunteers; minimize face-to-face contact, assign tasks that allow these individuals to maintain a 6-foot distance from other employees or customer
- ■ Comply with distancing and hygiene guidelines

Tracking Attendance:

Must have the ability to track attendance, please describe your plan to track attendance to support contract tracing.

Most trails are pre registered online. Registration will also be opened during event. All contact information, vehicle and trail assignment will be recorderd and kept on file.

Social Distancing

A 6-foot distance must be maintained between household groups at all times including while seated, limiting the number of people in a confined area to enable adequate distancing at all times, and congregating at any point is not allowed. Please describe your plan to maintain appropriate social distancing throughout the event.

Social distancing will be encouraged with posted signs and annoucements. Masks will be required in all Grand County Buildings while in the High risk for vaccinated or un-vaccinated individuals. While in Moderate or low risk mask's are required for unvaccinated individuals. Frequent handwashing signs will be posted, along with hand sanitizer at all entry/exit points.

High-Risk Attendees

Set an established window time for high-risk groups to come in without pressure from crowds and/or separate entrances and queues, please describe your plan to accommodate high-risk attendees.

It will be encouraged that high-risk individuals do not attend registration pick up, and only participant in trails. This will give high-risk individuals the ability to attend the event but ensure their safety in their personal vehicle. If it is necessary for high-risk individual to enter registration they will be asked to have a non-high-risk participant to pick up their packet information. High-risk individuals will be discouraged from attending the indoor portion of the vendor show.

Signage

Maintain signage to remind and help individuals stand or sit at least 6 feet apart, please describe your plan to maintain signage including the number of anticipated signs as well as locations.

OSTA will have all proper social distancing signage, mask requirements, frequent hand washing, and hand sanititzer station signs posted through out the indoor facility. RR4W will have signage posted outdoors encouraning social distancing, hand washing, and hand sanitizer stations.

Payment Options

Encourage contactless payment; disinfect between transactions at facility stores/gift shops and comply with other retail recommendations, please describe your plan for payment.

We will recommend electronic payments at our on site registration area. Cash sales will be discouraged but not refused. All counter surfaces and materials will be disinfected after each use. All personell will be provided with gloves and disinfecting/sanitizing materials.

Hygiene & Sanitization

Dedicated staff for sanitizing high-touch areas, please describe your plan to provide hygiene and regular sanitization throughout the event.

All restroom facilities at the arena will be cleaned on a regular schedule by the OSTA Staff. This schedule will be on a minimum of a 30 minute rotation schedule. All locations will also have paper towels available, plus waste containers. OSTA has hand sanitizing stations at all entry/exit points. OSTA also has signs posted encouraging proper hand washing.

High touch services will also be on a rotated cleaning schedule by the OSTA Staff.

Concessions

Checklist:

- ■ Serving and seating protocols consistent with restaurant guidance
- ■ Any concessions/restaurant seating is compliant with restaurant dine-in guidance
- ■ Encourage contactless payment
- ■ To the extent reasonable, serve grab-and-go food items
- ■ Maintain 6-foot distancing for all lines

Additional Safeguards

Please share any additional planned safeguards or measures being enacted at the event.

Anyone experciencing any COVID symptom will be asked to stay home, this will be posted on the RR4W website.

Face Masks will be provided and available.

Signature

Please provide the signature of the organizational representative that will be responsible for ensuring event oversight.

Rex Holman	Business Manager
Printed Name	*Title*
Rex Holman	1/26/222
Signature	*Date*

INDEMNIFICATION, HOLD HARMLESS AND RELEASE OF LIABILITY AGREEMENT

Whereas Red Rock 4 Wgelers (hereinafter "User") desire(s) to use Grand County (herein after "County") Property or Facilities located at

Old Spanish Trail Arena to engage in the following activities;

Annual Easter Jeep Safari,

and in consideration of County's willingness to allow User to use said facilities and/or property, I

Rex Holman, as the duly authorized agent acting on behalf of the User, herewith agree and promise Indemnify and hold County, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of User, County, and/or their respective officers, agents, officials, members, employees, and volunteers, or any person or persons.

In addition, User agrees to repair, solely at Users Cost, all damage to the County's facilities or equipment arising out of User's use or possession of said facilities or property.

User further agrees and promises to provide County with Certificate of Insurance verifying that User has acquired insurance sufficient to support User's promise to Indemnify and Hold County Harmless as outlined above.

User acknowledges that User has been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Indemnification / Hold Harmless / Release of Liability Agreement.

User understands and agrees that, by signing this Indemnification / Hold Harmless / Release of Liability Agreement, that User relinquishes all rights or claims to adjudication or recourse to which User may be entitled in relation to any damages or injury that may arise out of the above described activities.

User warrants that User enters into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

User warrants that User has entered into the releases and waivers contained in this Agreement voluntarily and that User makes them without any duress or undue influence of any nature by any person or entity.

User agrees to assume all risk, chance or hazard that any loss sustained by User or any other person or entity may be greater or more extensive than is known, anticipated or expected.

Rex Holman

Signature of User Agent Date: 1/23/2022

Rex Holman

Printed Name of User Agent

GRAND COUNTY
FACILITIES
RENTAL AGREEMENT

Event Name 2022 Easter Jeep Safari

Event Date April 8th – April 18th, 2022

Event Contact Person Bob Kraft & Rex Holman

Contact Person's Cell # (435) 260-0140 (435) 260-1064

Contact Person's Email holmanrex5@gmail.com

It is the Renter's responsibility to confirm event dates on the OSTA website to ensure accuracy. Go to: http://www.grandcountyutah.net to view our Calendar.

√	**Possible requirement(s) for your event* * Please consult ____ for more information**	**Recommended Time Frame**
x	Special Event Permit (County)—not needed for small events	6-12 months prior
x	Sponsors (budgets are set 3 months prior to new year)	1 year prior
na	Temporary Alcohol Permit (County & State approval required)	3 months prior
x	General Commercial Insurance (Grand County must be designated as Additional Insured)	2 months prior
x	Security Deposit by separate check (determined per OSTA policy), from which the non-refundable $50.00 Booking Fee shall be deducted	2 months prior
x	Safety Plan (required for some events at the discretion of OSTA's Manager)	Prior to contract signing
x	Temporary Business Permit for each out of County vendor ($10 payable to Grand County)	At event
x	Payment for Event per Grand County Code Section 3.06.110 (Fees of the Old Spanish Trail Arena Recreation Complex)	Last day of event or up to 1 week after
x	Security Deposit refund less deductions for damage, if any	Within 30 days

Old Spanish Trail Arena (435) 259-6226 or (435) 259-1311

Old Spanish Trail Arena Conditions of Conduct

General rules
Children must not be subject to alcohol or drugs in any area that they are occupying.
Children must be supervised at all times.
No walking on bleacher tops by anyone.
No access behind bucking or roping chute areas for any person not involved with an equine event involving roping or bronc/bull riding. Only exception is to retrieve a ball.

Sound
Music or speech decibel rating from sound systems must not in excess of 85db

Alcohol
Alcohol must be in cans only (pull rings must not be left on the floor-No glass containers are allowed on the arena dirt or grass areas. Intoxicated persons will be asked to leave the facility

Event shut down times
Ballfields events curfew 10:30pm to 7am
Arena events curfew 12pm to 7am

Motorized Vehicles
No vehicles are allowed on any concrete (this includes the pavilion and walkway, foot paths, concrete slabs outside arena doors.
Motorized vehicles can access the arena dirt areas when authorized by OSTA staff.
Drivers will not spin motor vehicle wheels on any surface and will obey the speed limits while driving on site. 20mph on roads, 10mph near pedestrians, livestock and near buildings.

Smoking
Smoking is not allowed in the buildings and within 25 feet of a door or window. Any cigarette butts left in the arena or outside the arena will be the responsibility of the event manager to have them cleaned up.

Building surfaces
Building surfaces equipment and furniture if damaged or removed from site will be paid for by the event manager at the replacement cost.

Inappropriate behavior
Anyone that is abusive, argumentative or threatening to another person on site will be removed from the site either voluntarily or by a sheriff's department officer.

Security Deposits
A portion or all of a security deposit will be withheld by Grand County for violation of the above and the time taken to resolve the issue.

OSTA Security
OSTA Staff will be required at cost of event holder for all events where alcohol is served or live entertainment is present, min. of 2 staff.

*****Violation of any rule revokes loss of deposit.**

GRAND COUNTY
FACILITIES RENTAL AGREEMENT

This **FACILITIES RENTAL AGREEMENT**, entered into by and between Grand County, a Utah political subdivision (hereinafter "County"), which owns the following facility known as: **The Old Spanish Trail Arena** ("OSTA") located at 3641 S Hwy 191 (hereinafter "Owner"), and Rex Holman (hereinafter "Renter").

TERMS AND CONDITIONS

Facilities: **The Old Spanish Trail Arena Recreation Complex**

Purpose of Function: 2022 Easter Jeep Safari

Term of Use: Starting April 8, 2022 Ending April 18, 2022

Charges by line Item:

Items Charged	# Of Days/hrs	Amount	Amount Total
Indoor Arena Rent (4/11-4/13 & 4/16-4/17)	5	$450.00	$2,250.00
Full Facility - Including ballfields w/out stalls (4/15 & 4/15)	2	$3,800.00	$7,600.00
Return Event Discount 20% off of Base Fee Only	1	-$0.20	($1,970.00)
Conference Room (4/9 & 4/10 7am -10am daily)	6	$20.00	$120.00
Rail Removal take down & set up Indoor arena (excluding arrow shoot & bucking shoots)	1	$700.00	$700.00
Rail Removal take down & set up Outdoor Pens	1	$700.00	$700.00
Indoor Arena Hard Compact	1	$600.00	$600.00
OSTA Security/Compliance Officer 4/14/22 7am - 8pm (min. 2 Staff)	13	$80.00	$1,040.00
OSTA Security/Compliance Officer 4/15/22 7am - 10pm (min. 2 Staff)	15	$80.00	$1,200.00
Staff Cleaning (4/11/22, MON.) (1 hour, with 2 employees)	2	$30.00	$60.00
Staff Cleaning (4/12/22, TUE.) (1 hour, with 2 employees)	2	$30.00	$60.00
Staff Cleaning (4/13/22, WED.) (3 hour, with 2 employees)	6	$30.00	$180.00
Staff Cleaning (4/14/22, THUR.) (8 hour, with 4 employees)	32	$30.00	$960.00
Staff Cleaning (4/14/22, THUR.) (5 hour, with 4 employees)	20	$35.00	$700.00
Staff Cleaning (4/15/22, FRI.) (8 hour, with 4 employees)	32	$30.00	$960.00
Staff Cleaning (4/15/22, FRI.) (7 hour, with 4 employees)	28	$35.00	$980.00
			$0.00
Free of Charge Set up & Cleaning (4/8 & 4/18)	1	$850.00	$0.00
			$0.00
			$0
Non-Refundable Administration Fee	1	$400.00	$400.00
Total Cost of event (subject to ticket sales, business licenses, and concession sales)		**Sub Total:**	**$16,540.00**
Refundable security Deposit (Rolled over from 2021 - PAID)	0	$400.00	$0.00
Extended total including refundable security deposit		Total:	$16,540.00

Security Deposit

Renter shall pay to County $450.00 as a Security Deposit, $50.00 of is a Non-refundable Administration Fee pursuant to Grand County Code Section 3.06.110. County shall return the Security Deposit to Renter within thirty (30) days of the termination of this Agreement, subject to forfeiture provisions below. County shall apply the Security Deposit towards the costs of cleaning/damage to the property/furniture in the event the renter returns Property to County in worse condition than the Inspection Report of Facility (hereinafter "Inspection"), attached as Exhibit "A." County may assess additional fees and costs to Renter in the event of damage to the facility, or furniture over and above the cost of cleaning/replacement.

Duties of Renter

Immediately upon entering into possession of the Property, Renter shall inspect the Property for safety and usability of the Property for its intended purpose utilizing the Inspection Report of Facility (see attached Exhibit "A," hereinafter "Inspection"), and Renter shall then immediately report to County any preexisting damage to the Property (contrary to any pre-existing damage shown on the Inspection), or the existence of any danger on the Property which may cause injury to Renter, or Renter's guests. At the end of the rental term, Renter shall clean and restore the Property to its condition before rental and return possession of the Property to County. If Renter or Renter's guests or invitees cause any damage to Property, Renter shall immediately report the damage to County, and Renter shall repair damage during the rental term.

Serving of Alcohol

Renter may serve alcohol on premise when done so in accordance with all Federal, State, and Local laws. Renter shall warrant that all servers of alcohol have the necessary licenses and certificates required to serve alcohol. Renter shall assume all liability in serving alcohol and provide at Renter's sole expense insurance coverage that includes serving alcohol. Renter shall further include County as an Additional Insured on such insurance policy. Proof of insurance shall be submitted sufficient to the County's Insurance Coordinator that liability with serving alcohol is included with insurance coverage. Proof of insurance shall be in the form attached as Exhibit "B."

Indemnification

Renter shall release, Indemnify, defend, and hold harmless County from any and all claims, losses, judgements, expenses, fees (including attorneys' fees), and costs asserted against or incurred by County or arising from any action of Renter, its guests and invitees, or its use of the Facility or this Agreement, regardless of cause, unless due solely by the negligence of the County. Renter also guarantees to have all participants in activities that involve physical exertion shall complete and execute the Participant's release form attached in Exhibit "A" prior to participating in the event.

Breach and Liquidated Damages

If Renter breaches any provision of this Agreement, and damages suffered by County cannot be estimated, calculated, or determined, then Renter shall forfeit the entire Security Deposit to County as liquidated damages. In addition to forfeiture of the Security Deposit, nothing in this provision or this Agreement shall prevent County from pursuing other legal remedies to seek relief or compensation for damages above and beyond the amount of the Security Deposit.

Termination

Either party may terminate this Agreement by providing written notice 30 days in advance of the termination date. Notice is effective upon receipt. In all cases the County may terminate this agreement in fewer days specified herein when the County is notified that the event for which the facility is rented for will violate or may likely violate any city, county, state, or federal law.

Termination by Damage Not the Fault of Renter

Upon prior written notice of twenty-four (24) hours, effective upon receipt, County may terminate this Agreement and retake exclusive possession of the Property if fire, natural causes or disaster, or a previous renter destroys the Property to the extent that it may no longer be used for its purpose, in which case, County shall return to Renter the Security Deposit and all unused rental fees, calculated on a prorated daily basis.

Special Terms and Conditions

The Property is unique, and as such, may require special terms and conditions in addition to those listed above, which are listed more particularly on the attached Exhibit "D", incorporated within this Agreement by reference, and to which this Agreement is subject. The County cannot accept any liability during an event for loss of comfort, services, equipment and the like due to weather, accidental shutoffs and breakdowns. Every effort will be made to ensure continuance of an Event through temporary means and pre-planning etc.

Attorneys' Fees

In the event of a legal proceeding to enforce the terms of this Agreement, for each claim, the Court shall award the prevailing party its reasonable collection costs, including attorneys' fees and costs, incurred in enforcing this Agreement and asserting or defending the claim.

Venue and Jurisdiction

The parties hereunder consent to the jurisdiction of the 7th District Court in Moab for adjudication of any dispute, transaction or occurrence arising out of this Agreement and the laws of the State of Utah shall govern this Agreement.

Entire Agreement/Amendment

This Agreement, and its exhibits, contain the entire agreement of the Parties with regards to the rental of the Facility and shall be binding and inure to the benefit of each party's respective employees, agents, successors and assigns. This Agreement may not be altered or amended except by a writing duly executed by the Parties.**IN WITNESS WHEREOF**, the Parties have executed this Agreement, subject also to the Special Terms and Conditions contained within Exhibits "A", "B", "C", and "D." All photocopies, or fax transmissions of this Agreement shall have the same force and effect as the original, whether executed by the parties contemporaneously or separately and transmitted by fax.

Renter -Dated: 1/26/2022

Signature: Rex Holman

By: Rex Holman (Printed name)

Address: 3691 South Hwy 11
Moab, UT 84532

Phone: 435-260-1064
Email: holmanrex5@gmail.com

County Dated: January 25, 2022

Signature: _____

By: Angela Book (Printed name)

Its: OSTA Director

Address: 3641S Hwy 191 Moab UT 84532

Phone: (435) 259-1311 or (435) 259-6226
Email: abook@grandcountyutah.net

Exhibit "A"

Participant's Release Form

GRAND COUNTY RELEASE AND WAIVER OF LIABILITY & PARENTAL PERMISSION, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

EVENT(s): Easter Jeep Safari

Date(s): 4/8-17/2022

Location: Grand County-The Old Spanish Trail Arena 3641 S. Hwy 191 Moab, Utah 84532

The undersigned hereby states that he/she is an adult participant or the parent or legal guardian of the below named minor participant, and that the said parent or legal guardian grants permission for said minor participant to participate in said event(s). Furthermore, the parent or legal guardian:

1. **Hereby acknowledges that the activities of the above-named event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage and hereby assumes full responsibility for any risk of such injury, death or damage whether caused by negligence of releasee or otherwise.**
2. **Hereby agrees to indemnify, save and hold harmless Grand County, grand county special service district, and each agency designee, agent, and employee,** for any loss, liability, damage, or cost they may incur arising out of the participation of the undersigned's child or the minor over which the undersigned has legal guardianship in the event(s) whether caused by the negligence of the releasees or otherwise.
3. **Hereby agrees** that the hold harmless, and indemnity agreement extends to all acts of negligence by the releasees, including negligent rescue operations or procedures of the releasees or any person aforementioned.
4. **Hereby agrees to release from liability, indemnify, save and hold harmless releasee, and each of its designees, agents, and employees,** for any loss, liability, damage, or cost they may incur due to, health, sickness (including the current outbreak of equine herpes virus), injury, or possible death of any pet or livestock, including health concerns that may appear later after the undersigned's participation in the event(s).
5. **Herby agrees to release from liability, indemnify, save and hold harmless releasee, and each of its designees, agents, and employees,** for any loss, liability, damage, or cost they may incur due to, accident to themselves or others, health, sickness, or injury by flying a hang glider, para-gliders, motorized ultra-lite or similar flying machines including health concerns that may appear later after the undersigned's in activities with the before mentioned aircraft/flying machine. Any crash or accident involving yourself or a third party will be your sole responsibility.

I have read the forgoing agreement, fully understanding its terms, understanding that i have given up substantial rights by signing it, and have signed freely and voluntarily without inducement, assurance or guarantee being made to me. Adults signature must be added alongside child's name

	Adults Name	Adults Signature	Childs Name	Childs Signature
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2				

	Adults Name	Adults Signature	Childs Name	Childs Signature
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	Adults Name	Adults Signature	Childs Name	Childs Signature
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Note extra pages may be added above.

Exhibit "B"

Inspection Report of Facility

Property: The Old Spanish Trail Arena Recreational Complex 3641 S. Hwy. 191, Moab, Utah 84532

The County has inspected the Property and found it to be in the condition described below. Renter agrees to inspect the real property immediately upon entering into possession of the real property or the beginning of the term of rental (whichever occurs first) and notify County of any pre-existing damage dangerous condition on the property. Failure by Renter to inspect and notify County shall be construed as a waiver of any future claim for damages and as acquiescence to and the County's inspection. Items identified as unclean prior to event omitted.

(Include below a description of various aspects of the property, e.g.: tables, chairs, equipment, carpets, walls, restrooms, etc., that the County will inspect immediately prior to the term)

Arena	Ballfields
Furniture cleaned -tables, chairs, chalkboards, carpet, blinds- If used	**Furniture cleaned** -tables, chairs, chalkboards, carpet, blinds
Building surfaces cleaned -floors, walls, ceilings, windows, bleachers- If used	**Building surfaces cleaned** -floors, walls, ceilings, windows, bleachers
Building fixtures cleaned- toilets, urinals, basins, mirrors	**Building fixtures cleaned-** toilets, urinals, basins, mirrors
Garbage's- pick up all garbage, empty and reline trash cans into dumpsters	**Garbage's**- pick up all garbage, empty and reline trash cans into dumpsters
Grounds-pick up garbage and manure.	**Grounds**- repair damage to grass and fences, pick up garbage
Arena- No animal excrement left in the arena –must be cleaned up before leaving.	**Fields- No animal excrement on the fields – must be cleaned up before leaving**
Stalls- clean and remove manure to specified onsite dump	

Exhibit "C"

Proof of Insurance

Renter has submitted and the County's Insurance Coordinator has approved the Proof of Insurance to cover the Renter's duty to indemnify, described in this agreement. Proof of insurance is attached in this Exhibit.

Renter shall designate Grand County Utah as an Additional Insured on all such insurance policies and provide proof of the same.

Insurance values

Each occurrence	**$1,000,000**
Damage to rented premises	**$1,000,000**
Personal Injury	**$1,000,000**
General aggregate	**$2,000,000**
Products Comp/OP AGG	**$2,000,000**

Renter warrants having all participants in sporting events or activities that involve physical exertion to complete and executed the Participant's Release Form attached in this Exhibit.

Exhibit "D"

Special Terms and Conditions

Renter herewith agrees to abide with the following special terms and conditions as described below or a separate page labeled as Special Terms and Conditions and attached to this agreement. If a separate page is attached each page shall be initialed by the County's authorized agent and renter.

1. **Cleaning:** User Cleans, Renter is responsible for the cleaning, sanitizing, sweeping and mopping all restrooms that are used (trash, toilet paper, etc.), emptying of the trash cans inside and outside of the rented facility, and cleaning of the rented facility as necessary. User is also responsible for putting away any tables and/or chairs that are used during the event. Bleachers and Dugouts must also be cleaned after event. OSTA staff is available to clean during event but event holder will be charged appropriate fees according to the authorized fee schedule. In the event that the event holder would like to have OSTA staff clean before/during/ or after event, OSTA must be informed before the start date of event to discuss what hours are needed for OSTA staff to be present for cleaning. OSTA staff will only be available to clean during the agreed upon hours. If event is using stalls, it is the event holder's responsibility to make sure stalls are cleaned up after event unless otherwise stated in contract. If OSTA staff has to clean stalls and it is NOT stated in contract, event holder will pay a fee of $5 per stall to be cleaned and a minimum of $35 for the tractor fee.

2. **Set Up and Take Down**: Renter is responsible for the set up and take down before/during/and after the event. Renter is also responsible for the care and management of their own equipment. OSTA is not liable for any damages or theft that may occur to renter's equipment during the event duration. If event holder needs assistance from OSTA staff to assist with set up and/or take down of event, event holder will be charged the appropriate fees according to the authorized fee schedule and should inform OSTA before start date of event to discuss what hours are needed for OSTA staff to be present for assistant with set up and/or take down.

3. **Banners/Posters/Signs**: NO Banners/Posters/Signs etc. are to be hung on ANY painted surfaces. If Banners/Posters/Signs etc. are hung on any painted surface Renter will be responsible for the repainting of that area if damaged and it will be taken out of the security/cleaning deposit. No tape is to be used to hang up posters and the like and all zip ties etc. shall be placed in garbage during clean up period.

4. **Access to Stalls**: Renter must allow stall renters, and other customers & client access to stalls and or other rentable areas not involved in this event and this for the duration of the entire event. Overnight stall renters use designated overnight stalls that will be available in the central barn area, unless arrangements have been made prior for event holder to rent all central stalls. Under these circumstances, OSTA will use the north stalls for overnight rentals during this event. In the example of a non-equestrian event renting the full facility, overnight stalls will remain in north barn area. OSTA will designate the stalls and the 'access road' needed to allow trucks with horse trailers to pull through and turn around and exit during the event. If any arenas on facility are not being rented, event holder must also

allow other event renters and local equestrian riders access to arena(s) and areas that are not being rented.

5. **Contact Information**: Contact information from both OSTA and Renter must be provided before Event begins. OSTA employees will only work with Renter's designated representatives and any requests must be channeled through these representatives.

6. **Removal of Equipment/Property:** No privately owned or personal equipment or property may be left on OSTA property after events conclude unless agreement is made prior. Any item(s) left over 30 days, without agreement of such, shall become the property of Grand County and shall be disposed of according to the law.

7. **Staff Parking:** During the event duration the event holder must **ALWAYS** leave the parking spaces in front of the OSTA Office door available for OSTA Staff. That will include AT LEAST FIVE vehicle spaces available **AT ALL TIMES.** These spaces have 'OSTA Employee Parking Only' signs and if someone other than an OSTA employee is parked in these designated parking stalls they will be towed at Owners Expense.

8. **Traffic Laws:** All guests, participants and vehicles drivers must obey the laws of the land which also apply on the Old Spanish Trail Arena site. Any infractions will be referred to the Sheriff's Department.

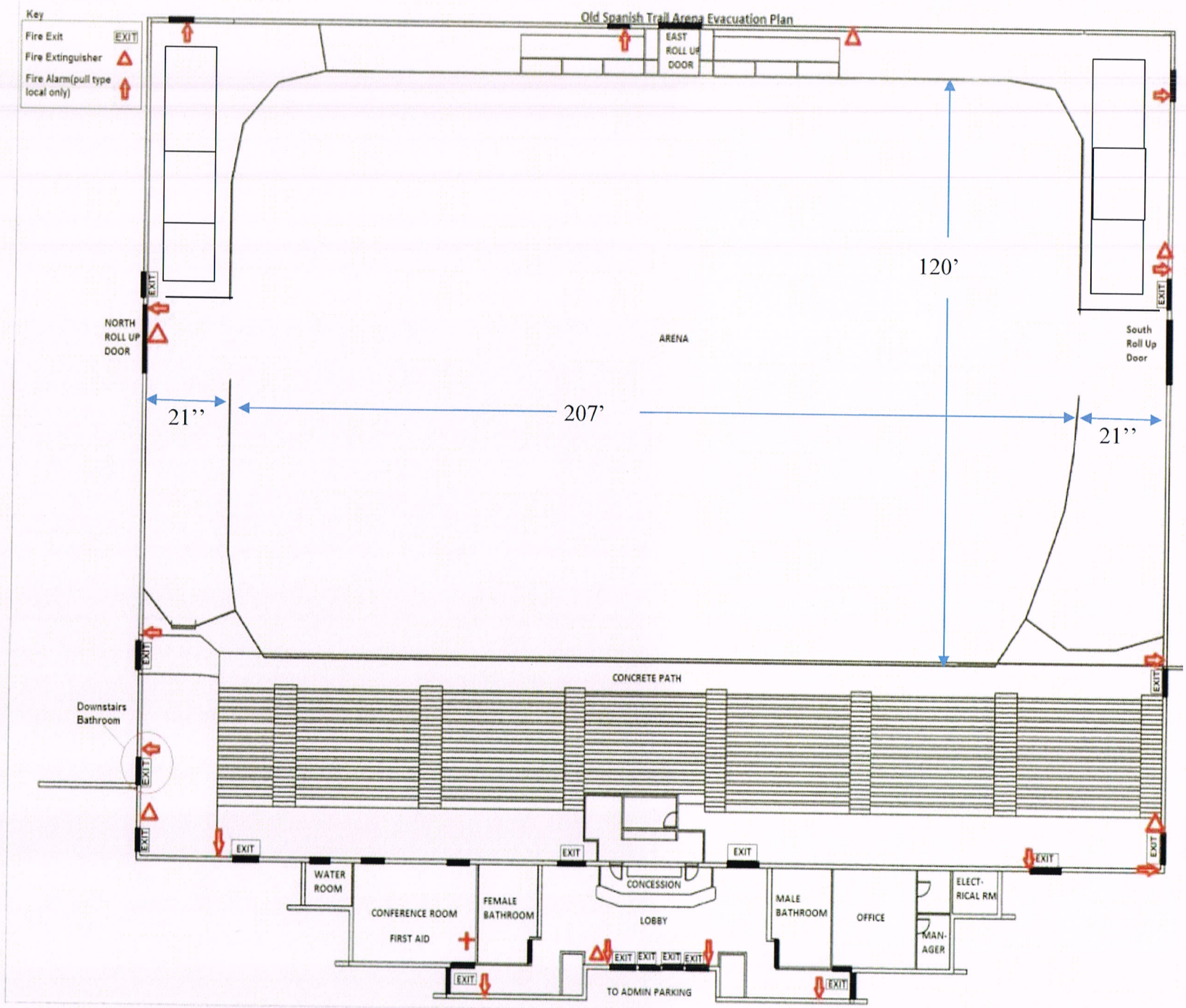
   - Speed limit is 20mph maximum on roads and 10mph maximum around buildings and people. The speed limit is for personal safety of the public and to reduce the advent of dust.
   - No parking in front of Fire Exits or on emergency access roads as agreed with event holders.
   - No speeding, excess noise or burn outs or the like will be tolerated from vehicle drivers.
   - There is no access to and from site for non-street licensed vehicles except by trailer.
   - No vehicles are permitted on gardens, grass, ponds, pavilion, curb and footpath concrete

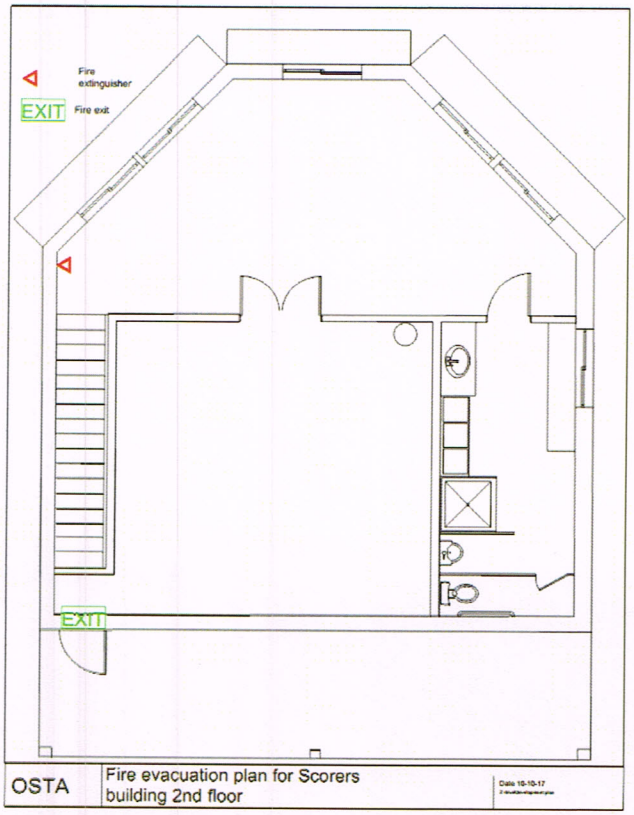
9- **Evening Hours:** There is a requirement that all event activity should cease at 12:30 a.m. except for cleaning & security operations for Arena area and 10:30pm at the Ball Fields.

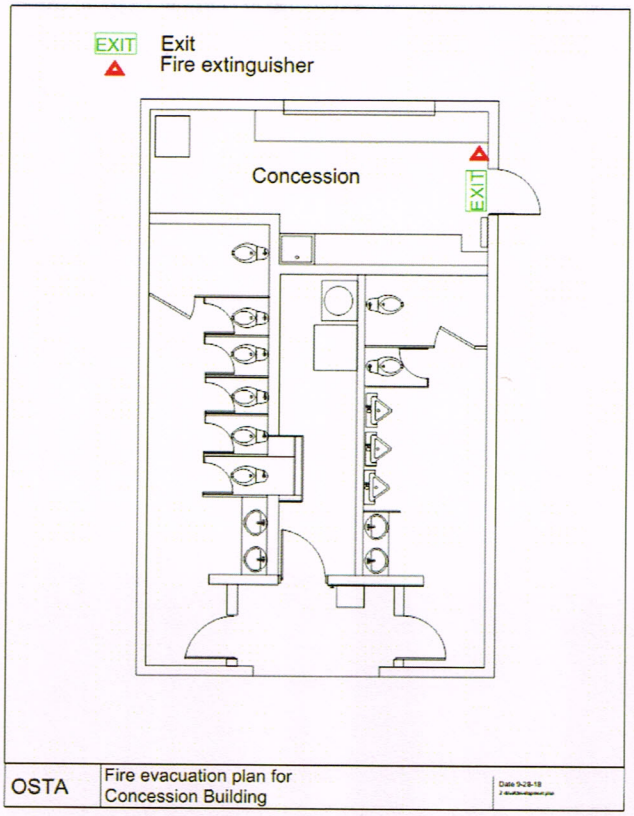
It is the Renter's responsibility to enforce all rules and to protect areas of The Old Spanish Trail Arena community asset being used for their event.

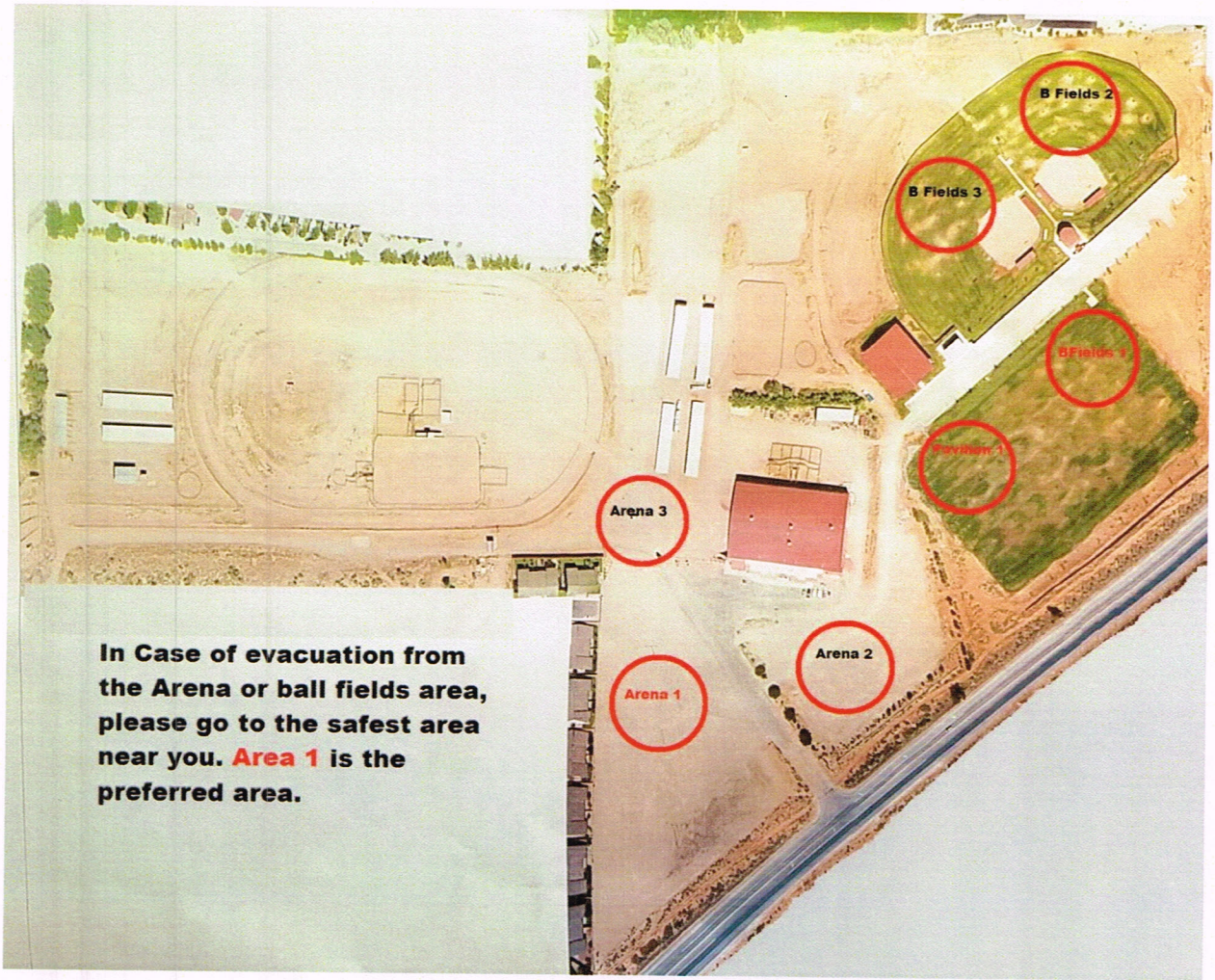
I hereby have read and agree to special terms and conditions.

Signature Rex Holman **Date** 1/26/2022


Key
Fire Exit
EXIT
Fire Extinguisher
Fire Alarm(pull type local only)
Old Spanish Trail Arena Evacuation Plan
EAST ROLL UP DOOR
NORTH ROLL UP DOOR
ARENA
South Roll Up Door
120'
21''
207'
21''
CONCRETE PATH
Downstairs Bathroom
WATER ROOM
CONFERENCE ROOM
FIRST AID
FEMALE BATHROOM
CONCESSION
LOBBY
MALE BATHROOM
OFFICE
ELECT-RICAL RM
MAN-AGER
TO ADMIN PARKING


Fire extinguisher
EXIT
Fire exit
EXIT
OSTA
Fire evacuation plan for Scorers building 2nd floor


EXIT
Exit
Fire extinguisher
Concession
EXIT
OSTA
Fire evacuation plan for Concession Building


B Fields 2
B Fields 3
BFields 1
Pavilion 1
Arena 3
Arena 2
Arena 1
In Case of evacuation from the Arena or ball fields area, please go to the safest area near you. Area 1 is the preferred area.

Emergency Information

Old Spanish Trail Arena

Emergency Medical Services (EMS) ----------> 911

Event Location:

Old Spanish Trail Arena
3641 S. Hwy 191
Moab, UT 84532

Urgent Care Services:

Moab Regional Hospital
450 W Williams Way
Moab, UT 84532

Directions to Hospital:

- **Starting from US-191 N**
- **Head northwest on US-191 N toward W Lemon Ln**
- **Turn left onto W 100 S/1st S St**
- **Continue to follow W 100 S**
- **Take the 2nd left onto Williams Way**
- **Arriving at 450 W Williams Way**
- **Total: 5.7 mi - about 9 minutes**

Other Emergency Contacts:

Grand County Sherriff's Department → 435-259-8115
Moab City Police Department → 435-259-8938
Moab Fire Department → 435-259-5557

Arena Manager 435 259 6226 or 435 259 1311
If there is any emergency, please call the Arena Manager after first calling the relevent emergency response departments.

For all building problems please call the Arena Manager.

COMPLIANCE PLEDGE

This COMPLIANCE PLEDGE is made this 5 day of January 20 22 by Rex Holman personally ("Applicant"), and on behalf of Red Rock 4 Wheelers (the "Business/Organization"), and in consideration of requesting and obtaining a special event permit in Grand County for Easter Jeep Safari (the "Special Event"). The Applicant and Business/Organization shall be referred to collectively herein as Applicant.

1. Applicant hereby acknowledges and understands that:

   a. COVID-19 is a contagion that spreads from person to person. The Southeast Utah Health Department ("SEUHD") recognizes the need for the public to continue to work cooperatively and proactively to slow the spread of COVID-19 and to address the myriad challenges that may arise due to COVID-19. Since March of 2020 and continuing to today, SEUHD has repeatedly found that this need is especially present in Grand County.

   b. Similarly, SEUHD has found that COVID-19 poses a continuing and immediate threat to the public health of Grand County residents and visitors. The Delta variant of the COVID-19 virus is the dominant strain actively circulating in Grand County and is more contagious than the original virus and other variants. Grand County is now exceeding the thresholds set in March 2021 by the Utah Legislature in House Bill 294, which terminated all public health orders related to COVID-19 upon the occurrence of three events, only two of which remain relevant.

   c. Currently, Grand County is in a High Level of Transmission under criteria separately established by the State of Utah and the Centers for Disease Control and Prevention (CDC). As of late summer 2021, Grand County has an 8.5% positivity rate, and a case rate of 297 per 100,000 population. Statewide, Utah hospitals have an 82% total ICU utilization rate, with 28.9% ICU COVID19 utilization. As such, Moab Regional hospital has had occasions where it has been very difficult to find a bed for patients that need to be transported.

   d. The Grand County Commission has adopted Ordinance No. 634 (2021) which modernized the County's special events permitting process, created safer events through additional enforcement and limitations protocols, and codified certain COVID-19 regulations (the "COVID Regulations");

   e. Utah Statute §17-53-223 allows a county to make all regulations necessary to provide for the safety, and preserve the health, peace and comfort of the county, it's inhabitants, and property, and Utah Statute §17-50-302 provides that a county may exercise a power, or perform a function, that is reasonably related to the safety, health, morals and welfare of the county inhabitants, except as limited or prohibited by statute;

   f. Under Utah Statute § 53-2a-209, all orders, rules, and regulations promulgated by a county, and not in conflict with existing laws, shall have full force and effect of law during the state of emergency.

2. Applicant further hereby acknowledges and understands that:

   a. COVID-19 is caused by a virus that spreads easily from person to person, and may result in serious illness or death, and has been characterized by the World Health Organization as a worldwide pandemic;

   b. An infected individual can transmit COVID-19 even if the individual does not present symptoms or know that one is infected;

c. Grand County is located in rural and remote Southeast Utah and served by the Moab Regional Hospital which has no intensive care unit and has very limited capacity to care for severe COVID-19 patients;

d. Grand County desires to protect its residents, visitors, and economy by ensuring special events are capable and committed to compliance with health mandates and orders;

e. For these reasons, there is no medical exemption at Special Events in Grand County for individuals who cannot or are unwilling to wear a Face Covering; and

f. **Failure to enforce the COVID-19 Plan or the COVID Regulations, each as amended, may lead to the immediate closure of the Special Event, criminal or civil penalties as the law allows, and/or suspension of the Applicant's eligibility for permits in Grand County for a period of at least one (1) year.**

3. Applicant hereby promises and agrees to:

a. Adhere strictly and enforce its COVID-19 Plan, submitted and approved by Grand County, and the COVID Regulations, each as amended, at all times during the Special Event, including denial of entry to or participation in the Special Event for any participant, patron, vendor, volunteer, staff, or agent who does not wear a Face Covering or otherwise violates the COVID-19 Plan or the COVID Regulations;

b. Post conspicuous signage at all event staging areas that: (i) lists COVID-19 symptoms; (ii) asks individuals experiencing COVID-19 symptoms to stay home; and (iii) provides notice of face mask and physical distancing requirements; and

c. Provide access to the Special Event to Grand County, its staff and officials, for unannounced inspections during the Special Event to ensure compliance with the permit conditions, COVID-19 Plan and COVID Regulations.

APPLICANT, Individually

Rex Holman

Name: Rex Holman
Date: 1/5/2022

Name:
Date:

BUSINESS/ORGANIZATION

Red Rock 4 Wheelers

Name:
Title:
Date: 1/5/2022

Name:
Title:
Date:

STATEMENT OF AUTHORITY

Entity Name:Red Rock 4 Wheelers

Type of Entity: Corporation

Formation State: Utah

Mailing Address:PO Box 832, Moab Utah 84532

Name and Position of Each Person Authorized to Bind the Entity and Execute Contracts for the Entity: Rex Holman, Business Manager

Such Authority is: _X__ NOT LIMITED ____ LIMITED as follows:

This Statement of Authority is Executed by the Entity pursuant to Utah Law.

This Statement of Authority amends and supersedes all prior Statements of Authority which shall be of no further force or effect.

Effective Date: 1/25/2022

ENTITY NAME: Red Rock 4 Wheelers

Rex Holman
By: Rex Holman
Its:

By:
Its:

By:
Its:

By:
Its:

NPS Form 10-930 (Rev. 06/2016)
National Park Service

OMB Control No. 1024-0026
Expiration Date 01/31/2020

APPLICATION FOR SPECIAL USE PERMIT

Southeast Utah Group
2282 SW Resource Blvd
Moab, Utah 84532
435-719-2123
Submit application to: seug_commercialservices@nps.gov

Please supply the information requested below. **Attach additional sheets, if necessary, to provide required information.** A nonrefundable processing fee of $100.00 must accompany this application unless the requested use is an exercise of a First Amendment right. You must allow sufficient time for the park to process your request; check with the park for guidelines. You will be notified of the status of the application and the necessary steps to secure your final permit. Your permit may require the payment of cost recovery charges and proof of liability insurance naming the United States of America an additional insured.

* **Enter either a Social Security Number OR a tax ID number; we do not require both.**

Applicant Name				Company/Organization Name			
John C. Marsh				Red Rock 4 Wheelers			
Last Four of Your Social Security Number*				Tax Identification Number*			
4078				87038726			
Street Address				Street Address			
867 David Ct				PO Box 1471			
City	State	Zip Code	Country	City	State	Zip Code	Country
Moab	UT	84532	USA	Moab	UT	84532	USA
Telephone Number				Contact Name			
(801) 580-8687				John C. Marsh			
Cell Phone Number				Telephone Number			
(801) 580-8687				(801) 580-8687			
Fax Number				Fax Number			
Email Address				Email Address			
jmarshiii@msn.com				jmarshiii@msn.com			

Description of Proposed Activity (attach diagram and/or additional pages, if necessary)

Elephant Hill Trail during our Easter Jeep Safari 2022 event for days of April 9th, 10th, 11th, 12th, 14th .

10 participants including the Trail Leader to run the trail once each day.

Will arrive Canyonlands Needle Station approx. 9am to pay Park entrance fees and proceed to the trail head. Exit time may vary but should not be later than 4pm.

This Permit has been issued for many years. The last permit issued was for 2021, permit # SV21-01B

RECORDS RETENTION: TEMPORARY. Destroy/delete 3 years after closure. (NPS Records Schedule, Resource Management and Lands (Item 1D) (N1-79-08-1))

Requested Location

Set-Up Begins	Activity Begins	Activity Ends	Removal Completed
Date April 9,10,11,12,14, 2022 Time9:00 X AM ☐ PM	Date Time ☐ AM ☐ PM	Date Same Days Time 4:00 ☐ AM X PM	Date Same Days Time 4:00 ☐ AM X PM
Date Time ☐ AM ☐ PM	Date Time ☐ AM ☐ PM	Date Time ☐ AM ☐ PM	Date Time ☐ AM ☐ PM
Date Time ☐ AM ☐ PM	Date Time ☐ AM ☐ PM	Date Time ☐ AM ☐ PM	Date Time ☐ AM ☐ PM

Maximum Number of Participants (Best Estimate)	Maximum Number of Vehicles (attach parking plan)			
	Cars	Vans/Light Trucks	Utility Vans/Trucks	Buses/Oversized Vehicles
10	10			

Support equipment (list all equipment; attach additional pages if necessary)
Trail Leaders will carry equipment necessary to enable participants to safely complete the trail in case of difficulty. Includes but not limited to Winches, tow straps, chains, pulleys, tools. Portable toilet will carried with chemical bags in case needed. First aid kit.

List support personnel including addresses and telephones; attach additional pages if necessary

Name	Address	Cell Phone Number
John Marsh, Land Use Officer	867 David Ct, Moab UT	(801) 589-8687
Mike Kelso, Vice-President	620 Winesap, Moab UT	(435) 210-1481
Bob Kraft, President	4098 Mountain Ct, Moab UT	(435) 260-0140

Individual in charge of activity onsite who is authorized to make decisions related to the permitted activity:	Cell Phone Number
Bob Kraft, President Red Rock 4 Wheelers Club	(435) 260-0140

Is this an exercise of First Amendment Rights?	☐ Yes X No
Have you visited the requested area?	X Yes ☐ No
Have you obtained a permit from the National Park Service in the past? (If yes, provide a list of permit dates and locations on a separate page.)	X Yes ☐ No
Do you plan to advertise or issue a press release before the event?	X Yes ☐ No
Will you distribute printed material?	☐ Yes X No
Is there any reason to believe there will be attempts to disrupt, protest or prevent your event? (If yes, please explain on a separate page.)	☐ Yes X No
Do you intend to solicit donations or offer items for sale? (These activities may require an additional permit.)	☐ Yes X No

You are encouraged to attach additional pages with information useful in evaluating your permit request including: staging, sound systems, parking plan, security plans, sanitary facilities, crowd control, emergency medical plan, use of any building, site clean-up, etc.

The applicant by his or her signature certifies that all the information given is complete and correct, and that no false or misleading information or statements have been given.

Printed Name	Title
John C. Marsh	Land Use Officer
Signature	Date
	Nov 1, 2021

SAN JUAN COUNTY

RENTERS LEASE AGREEMENT

Upon acceptance of the conditions, rules and regulations, and a payment of **$ 970.00**

San Juan County agrees to rent the portable stage to **Red Rock 4 Wheelers**

The Stage will be used for: **Jeep Safari Vendor Show**

Stage Info

Date of Event: **April 9, 2022 thru April 17, 2022**

Location for Stage delivery: **3641 S. Hwy 191, Moab, Ut. Old Spanish Trail Arena**

Request for Stage size set up (circle one): **½ set up (15X40)** Full set up (30X40)

Date of requested delivery: **April 11, 2022**

Date of requested pickup: **April 18, 2022**

Contact for delivery information (name and phone) **Doug McElhaney 435-260-2684**

I have read and understand the conditions, rules and regulations set forth on the Rules document, and I agree to act in accordance with them. (Please print)

Organization: **Red Rock 4 Wheelers**

Mailing address: **P. O. Box 1471 Moab, Utah 84532**

Telephone: **435-260-2684**

Name of responsible party: **Doug McElhaney**

Signature of responsible party: _____

Signature of San Juan County Representative: _____

Additional comments: _____

Mail completed form AND payment to:

San Juan County

Ann Marie Burgess, Box 9, Monticello, Ut 84535 435-587-3225

Confirmation

Jul 14, 2021, 8:30:41 (Mountain Time)
TC-62 Sales and Use Tax

Thank you for using TAP.

Your confirmation number is **0-363-922-816**.

Your request to submit the following has been sent:

Account #: 13009637-004-STC
Filing Period Ending: 6/30/2021
Total Tax Due: $152.04

Payment for Total Tax Due is required as a separate transaction.

Do not send a paper copy of your return.

Please print this screen for your records.

If you have questions, please contact:

- TAP Help: TAPSupport@utah.gov or 801-297-3996
- Business or Income Tax: Taxmaster@utah.gov or 801-297-2200 (800-662-4335)

Red Rock 4 Wheelers

Easter Jeep Safari

April 9-17, 2022

Old Spanish Trail Arena

Traffic Control Plan

The overall plan is to direct motorized traffic into and out of the arena area in a safe and efficient manner.

1 We start the week by bringing in the following equipment.

100 8'x4' barricades for area closures.

100 +/- a frame sign for traffic restrictions and directions.

50 orange traffic cones for specific locations

30 3' high traffic delineators for lane identification

2 hand parking line delivery units (For lines)

2 ½ of the a frames are placed along highway 191 on both sides to declare NO parking

3 The remaining a frames are distributed to show entry points and exit points.

4 The cones delineators are used to identify specific warning points.

5 Many of the various items are specific to making sure the fire lanes are kept clear as identified on the arena master plan.

6 During the 2 days of the vendor expo we contract with the Grand County high School mountain bike club for live parking attendants from opening to closing each day.

We increase the Handicap parking spaces by 200% by posting additional signs on the fencing closest to the arena entrance.

WE utilize the rear exit from the facility to encourage traffic to exit to Spanish Valley Drive rather than Hwy 191.

The parking crew is instructed to police all of the parking areas' on a regular basis to prevent blockages or violations. They will always have a minimum of 8 people at all times.

At the conclusion of the Friday night activity, we engage the Sheriff's office and the highway patrol to insure a safe exit to hwy 191 in the dark.

2022 Easter Jeep Safari Safety Plan

On the trail: Each Trail Official will have a first aid kit(s) in the leader's vehicle, along with a Groover, and a bag of sand. First Aid kits will also include medical flip cards. Trail Officials will also have a contact list of all participants. Participants will be checked in at the start of the trail and at the end.

The Old Spanish Trail Arena: A full first aid station is located inside the OSTA employee office with an AED. There will also be a first aid kit available at the RR4W registration office. RR4W members will have direct contact with OSTA employees at all times via portable radios, and contact cell phone numbers.

Volunteer / Driver Safety Meeting: There will be a Trail Official Safety Meeting at The Old Spanish Trail Arena on April 11, 2022 to review all safety procedures and what to do in an emergency. This meeting is attended by the Grand County Sherriff, Grand County Search & Rescue, Utah State Highway patrol, San Juan County Sheriff and BLM Rangers.

Arena / Emergency Details: All staff at OISTA have private radios on them at all times, including a channel for the Grand County Sheriff. They will relay information to the registration office for the contact (Bob Kraft) who will contact 911 to insure that the proper agency is dispatched.

Trail Official / Emergency Duties: All trail officials have the emergency numbers available to them. In the event of any emergency deemed to require medical attention, they have the means to contact the appropriate agency for assistance. 911 or other.

Qualified Medical Personnel: Personnel (1 or more) will be trained in basic CPR and emergency medical assistance. (Wilderness level) They will be on site at OSTA during all open hours.

Emergency Phone Numbers:	**911 - FOR ALL EMERGENCIES**
Grand County Sheriff	**(435) 259-8115**
Grand County EMS	**(435) 259-1301 Non-Emergency**

Grand County Search & Rescue	**(435) 259-8115 Non-Emergency**
San Juan Search & Rescue	**(970) 387-5531**
OSTA Director Angie Book	**(707) 980-3082**
RR4W President	**(435) 260-0140**

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

FEBRUARY 15, 2022

Agenda Item: L

TITLE:	Approving 2022 Cruise Moab Special Event Permit
FISCAL IMPACT:	
PRESENTER(S):	Angie Book Old Spanish Trail Arena Director

Prepared By:

Angie Book
OSTA Director
(435) 259-1311
abook@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the 2022 Cruise Moab Special Event Permit.

BACKGROUND:

Cruise Moab dates back to the late nineties. This event is put on by a group of volunteers of avid Toyota Land Cruisers. Cruise Moab's club members come from a group of volunteers from the Toyota Land Cruiser Association (TLCA, and The Rising Sun Club). Cruise Moab is held annually in Moab with their headquarters at OSTA. The event is a six-day event of guided trails, a vendor showcase, and an award dinner.

ATTACHMENT(S):

- Special Event Application
- COVID Template
- Signed Pledge
- Signed Indemnification
- Supplemental Documents available upon request



Angela Book <abook@grandcountyutah.net>

Online Form Submittal: OSTA Special Event Permit Application 2021

noreply@civicplus.com <noreply@civicplus.com>
To: abook@grandcountyutah.net

Mon, Dec 6, 2021 at 10:00 PM

OSTA Special Event Permit Application 2021

SPECIAL EVENT APPLICATION FOR OSTA EVENTS

APPLICANT INFORMATION

GRAND COUNTY, UTAH ORDINANCE 627 (2021)	/DocumentCenter/View/11364/Feb-2021-Ordinance-signed
I have read and understand the Grand County, Utah Ordinance 627 (2021)	Yes
I understand that All Grand County Permittee and Special Events shall comply with the County's Public Health Order 2021-01GC, as amended, and the Grand County Special Events Ordinance (Chapter 8.16 of the General County Ordinances) in effect at the time of the Special Event.	Yes
COVID - PLEDGE	/DocumentCenter/View/11397/Updated-Feb-Compliance-Pledge

Fill out the COVID Pledge and upload to other documents at the bottom of the application.

I have read and understand the Covid Pledge.	Yes

A COVID-19 plan will require the prohibition of spectators while in high or moderate risk.

COVID-19 EVENT PLANNING TEMPLATE	/DocumentCenter/View/11365/COVID_19_Event_Planning_Template_Fillable_Form

Fill out the COVID 19 Template in detail. Upload to other documents at the bottom of the application.
A detailed summary will need to be submitted on how you intend to enforce the mask mandate during your event. Please include this with your COVID Template.

Joint Public Health Order 11 17 2020	https://www.grandcountyutah.net/DocumentCenter/View/10952/Joint-Public-Health-Order-11-17-2020
I have read and understand the Joint Public Health Order 11 17 2020	Yes
Event COVID Coordinator	Yes
Today's Date	12/6/2021
First Name	Matthew
Last Name	Farr
Application Type	Renewal Application
Applying 180 business days prior to the first day of the event?	no
Applicant Name:	Matthew Farr
Business or Organization:	Rising Sun 4WD Club of Colorado
Mailing Address:	P.O. Box 260175
City	Lakewood
State	CO
Zip	80226
Email Address:	registration@cruisemoab.com
Phone:	*Field not completed.*
Cell:	303-918-7099
Event Web Address:	www.cruisemoab.com
Contact on-Call During the Event:	Matthew Farr
Contact's Cell Phone:	303-918-7099
Contact's Email:	mattfarr@gmail.com
Alternative on-Call:	Ryland Percy
Alternative on-Call Cell Phone:	303-999-1482
Alternative on-Call Email:	rylandpercy@gmail.com

EVENT DETAILS

Event Name:	Cruise Moab

Specific Description of Event:	Toyota 4WD event running local 4x4 trails
Preparation Begins	4/25/2022 1:00 PM
Event Start Date & Time	4/27/2022 8:00 AM
Event End Date & Time	4/30/2022 11:30 PM
Clean-up Completed	5/1/2022 11:45 AM
Please indicate which locations your event will be renting on OSTA grounds (Main Arena, Pavilion, Ballfields, Outdoor Arena, Parking lots, etc.)	Main Arena, Parking Lots, camping on racetrack area.

Security /Cleaning Deposits

Required at least 8 weeks prior to event. Deposit will be determined pending type of event, size, entertainment, and if alcohol will be served.

Concession	None
Managers/Food Handlers Permit	*Field not completed.*
Concessionaires Insurance	*Field not completed.*
Property Owner Affidavit	https://www.grandcountyutah.net/DocumentCenter/View/10950/Property-Owner-Affidavit
Event Location & Property Description:	*Field not completed.*
Trails or Surrounding Land Use:	Cruise Moab has a permit with the BLM that allows the event to run the same set of trails as EJS.
Weather/Cancellation Policy:	Rain or shine
Ticket Sales:	$225 in advance, all online. We sell 250 registrations for vehicles/drivers. Passengers are included for no extra fee.

"Daily Total Attendance" shall mean and include all registrants, participants, spectators (including family of the registrants/participants), staff, hired entities or contractors, and volunteers.

Number of Event Staff & Volunteers	20
Maximum Number of Participants	450
Number of Spectators	0
Number of Event Staff & Volunteers	20
Maximum Number of	450

Participants	
Number of Spectators	0
Number of Event Staff & Volunteers	20
Maximum Number of Participants	450
Number of Spectators	0
Number of Event Staff & Volunteers	20
Maximum Number of Participants	450
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff/Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0

Daily total attendance Staff/Volunteers	0
Daily total of attendance of Participants	0
Day Total of Spectators	0

CHECK YES OR NO FOR EACH

1. Event date verified with OSTA?	Yes
2. Will you be serving alcohol?	No
3. Public street/road or parking lot closure?	No
4. Mechandise Sales/Vendors Requiring Sales Tax Collection?	Yes
5. Onsite Food Service Vendors Requiring Sales Tax Collection?	No
6. Security or Escort required?	No
7. Race, Parade or Pedestrian/Bicycle event?	No
8. Emergency Management Services required?	No
9. Additional needs-portable toilets, waste collection, & recycling?	Yes
10. Stages, platforms, scaffolding, bleachers grandstands, canopies, tents, booths, vehicles and trailers?	Yes
11. Approval/permits from other entities? (see section 10 below for more details)	Yes
12. Is Grand County listed as an Additional Insured on Certificate of Insurance?	Yes
13. Is power required	Yes
14. Is water required	Yes

15. Furniture Rental (Tables, Chairs, Sound System, Timing Equipment, etc)	Yes
16. Will you require compacting of arena dirt (floor)	Yes Double Drum
17. Hiring of OSTA Staff for cleaning during/after event	Yes
18. Any Special Deliveries	No
19. Will you have live entertainment (bands, DJ's, shows, animal events, etc)	Yes
20. Will your event require any Tractor time, or implement use	No
21. Will your event require use of stalls/pens for overnight use.	No
22. Will you event offer overnight camping options.	Yes Barns & Racetrack
23. If renting Ballfields - Will you require lighting	No
24. Will you require any rail/pen removal	No

If you answered yes to any of the above questions, please supply more information below as pertinent to each question. OSTA highly suggest site visits and in person meetings prior to any large event.

Cruise Moab 2022 event application questions and answers.docx

1. DATE VERIFICATION WITH THE OLD SPANISH TRAIL ARENA

*We ask that all events verify their event dates for site availability and event conflict. Contact OSTA to discuss availability. Contact numbers are (435) 259-1311 or (435) 259-6226 you may also email Angela Book Director of OSTA at abook@grandcountyutah.net *DATES ARE NOT CONSIDERED VERIFIED UNTIL OSTA HAS DATES POSTED ON EVENT CALENDAR* Verification of dates is not a guarantee of approval for event. The SEC will review all applications and issue permit numbers.*

2. TRAFFIC PLAN - STREET/ROAD OR PARKING LOT CLOSURE: DETAILED MAP & OUTLINE REQUIRED

All events that require street closures have street activities or require public parking to be blocked off must provide the following information and a Traffic Control Plan and uploaded with the site plan. All of the following must be on the site/sketch plan.

All street closures proposed. Races indicate the start/end locations. Entrances and Exits. Parking and overflow parking needs to have the number of estimated vehicles. Applicants may work directly with Grand County to provide these services. Please contact the Sheriff's Office and the Road Department for a cost estimate for providing this service.

Sheriff's Office (435) 259-8115 swhite@grandcountysheriff.org

Road Department (435) 259-5308 bjackson@grandcountyutah.net

Specify street/road(s) indicated on the Event Site Plan Sketch & Traffic Control Plan attached to this application. Streets or parking lots may only be barricaded for the date and hours specified below. Due to extraordinary demands placed on public roads by special events, Grand County reserves the right to require an engineered traffic plan for events expecting more than 250 participants.

Street(s)/Road/Hwy to be closed: Attach Detailed Map.	*Field not completed.*
Date of Street or Parking Lot Closure:	*Field not completed.*
Time(s) of Street or Parking Log Closure:	*Field not completed.*
Name of Traffic Control Coordinator:	*Field not completed.*
Phone:	*Field not completed.*

3. ESCORT OR SECURITY:
Grand County Sheriff's Office reserves the right to specify the need for escorts and/or the number of security personnel required at an event. The Sheriff's Office will review all Special Event Permit applications for required escort and/or security arrangements. The safety of the community and attendees are a primary concern at all times.

By signing this Special Event Permit application I certify I have read, understand and agree to the conditions as set forth by the Sheriff's Office and any other conditions deemed appropriate.

Applicants may make their own arrangements for escorts/security or may work directly with the Sheriff's Office to provide these services. Please contact the Sheriff's Office for a cost estimate for providing this service.

Sheriff's Fees;
Special Events shall be subject to any applicable Sheriff fees established by the G.C. Consolidated Fee Schedule.

Sheriff's Office (435) 259-8115 swhite@grandcountysheriff.org

The applicant will provide security or escort for the Special Event through the company listed below.

Name of Escort/Security Company:	*Field not completed.*
Contact Person Name:	*Field not completed.*
Security Contact Phone:	*Field not completed.*
Email:	*Field not completed.*

4. EMERGENCY MEDICAL SERVICES:

Grand County EMS reserves the right to specify need for and number of Emergency Medical Staff required at an event. The EMS Department will review all Special Event Permit applications for required medical services. The safety of the community and attendees are primary concern at all times. Indicate which arrangement is planned for this event.

EMS Guidelines	https://www.grandcountyutah.net/DocumentCenter/View/7445/EMS-Guidelines

EMS Department (435) 259-1301

Indicate One	*Field not completed.*
Agreement (Yes or No)	*Field not completed.*
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
If you have additional Staff/Volunteers upload the information here.	*Field not completed.*
CPR Certifications can be uploaded here or as described below.	*Field not completed.*

The applicant will provide Emergency Medical Services for the Special Event. Fill out the following.

Name of Medical Provider:	*Field not completed.*
Contact Person Name:	*Field not completed.*
Contact Phone:	*Field not completed.*
Email:	*Field not completed.*
Name of Staff Member	*Field not completed.*
Contact Phone Number	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff Memeber	*Field not completed.*
Contact Phone Number	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff Member	*Field not completed.*
Contact Phone Number	*Field not completed.*
Contact Email	*Field not completed.*
GPS coordinates for Helicopter Landing Zone (remote event):	*Field not completed.*
GPS coordinates for first aid locations and important intersections:	*Field not completed.*

Livestock Events:

A veterinarian may be required to be on site at all times during your event.

Name of Veterinarian Clinic	*Field not completed.*
First Name	*Field not completed.*
Last Name	*Field not completed.*
Street Number	*Field not completed.*
Street Name	*Field not completed.*
Street Type	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Office Number	*Field not completed.*
Cell Number	*Field not completed.*
Emergency Number	*Field not completed.*

Attach Communications Plan for event emergencies. Be sure site map includes EMS locations.
Names and certifications of all medical providers shall be attached with the application. See EMS Special Event Guidelines.

5. STAGES, PLATFORMS, SCAFFOLDING, BLEACHERS, GRANDSTANDS, CANOPIES, TENTS, BOOTHS, VEHICLES, AND TRAILERS:
May require inspection by the Building Department and/or Fire Department. PLEASE NOTE ALL SECURING OF STRUCTURES NEED TO BE APPROVED THROUGH OSTA (CERTAIN LOCATIONS DO NOT ALLOW STAKING AND WATER BARRELS WILL BE REQUIRED)

OSTA DOES NOT ALLOW VEHICLES ON THE CONCRETE FLOOR OF THE PAVILION! SPECIAL INSTRUCTIONS NEED TO BE GIVEN FOR VEHICLES ON THE GRASS.

NO OBJECTS THAT TAKE FLIGHT ARE ALLOWED ON OSTA PROPERTY WITHOUT PROPER AUTHORIZATION.

NO BOUNCE HOUSES ARE ALLOWED AT OSTA.

Describe any semi-permanent, mobile or moveable buildings, structure or vehicles to be used including stages, carts, stands, fences and barriers and attach illustrations and indicate location of these items on the Site/Sketch Plan.	*Field not completed.*

Please contact the Building Dept. and Fire Department for information regarding permitting and inspections.

Building Department (435) 259-1344 bhulse@grandcountyutah.net

Fire Department (435) 259-5557 bmcguffeemoabfire@gmail.com

6. ALCOHOL PERMIT:
Complete the state & county approval process 60 days prior to the first day of the event's proposed date to start. Please contact the County Clerk's Office for temporary alcohol permit information (435) 259-1321. Local consent is granted by Grand County Commission and must be approved and processed prior to obtaining a required Special Event Permit from the Utah Department of Alcohol Beverage Control (DABC) www.abc.utah.gov (801) 977-6800

Approval letter from the Grand County Commission and the DABC.
Download approval letters at the bottom of the application in Other Related Documents.

CHECK THE COUNTY COMMISSION MEETING DATES - THEY MEET TWICE A MONTH, YOU WILL NEED TO GET ON THE AGENDA FOR APPROVAL. THIS

WILL START THE 60 DAY PROCESS.

Beer Garden
Include location on the site/sketch plan.

7. BUSINESS LICENSE & SALES TAX COLLECTION
Temporary Business License is obtained at the County Clerk's Office (435) 259-1321.

Attach Business License	Grand County Temp Business License Application.pdf
Utah State Temporary Sales Tax Application	https://www.grandcountyutah.net/DocumentCenter/View/11347/Single-Vendor-Application-1
Attach Utah Sales Tax License	*Field not completed.*

• *http://bit.ly/TempBizForm - Required for all non-resident applicants; otherwise attach the local Moab or County annual business license.*

• *http://bit.ly/TempUTStateTax - Required for all out-of-state applicants; otherwise attach the annual Utah State Tax License or 501 (c) 3 document.*

Utah State Tax Licensing is obtained by contacting the Special Events Unit in the Salt Lake City Office at 801.297.6303 or 1.800.662.4335, ext. 6303. Email: specialevent@utah.gov or website: http://tax.utah.gov/sales/specialevents

501(c)3
Attach a copy of your 501 (c) 3

Attach 501 (c) 3 document	*Field not completed.*

RAFFLES AND GAMBLING ARE ILLEGAL IN THE STATE OF UTAH

A. Merchandise Vendors:
It is the responsibility of the event organizer to provide all vendors with the information they need to collect and remit sales tax on the sale of food, drinks, souvenirs, services and any other taxable item or activity at the special event. It is the responsibility of the event organizer to pay tax on the retail sales of admissions according to the location of the activity or event regardless of the ticket purchase location. Temporary licenses are issued to each individual participant of a special event or the promoter of a special event may receive a number of temporary licenses for the vendors participating in his/her show. Each Special Event Licensee is responsible for ensuring compliance with Utah State Tax Commission requirements

Vendors
Vendors name and location on the site/sketch plan.

Number of Merchandise Vendors:	0
1. Name of Company/Vendor,	*Field not completed.*

Contact Name	
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
2. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
3. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
4. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax number	*Field not completed.*
Phone	*Field not completed.*
If you have more than four vendors please attach additional information.	*Field not completed.*

B. Food Vendors:

Food Service Vendors require a Food Service Permit, http://grandcountyutah.net/DocumentCenter/View/3725, please complete and submit to Southeast Utah Health Department. See Temporary Food Service Permit for instructions. Food service already authorized by city, county and/or SEUHD to conduct in Moab and Grand County are exempt.

Food Vendor

Food Vendor name and location on the site/sketch plan.

Additional Insurance requirements for using OSTA concession	*Field not completed.*
Attach Insurance	*Field not completed.*
Number of Food Vendors*:	*Field not completed.*
Temporary Food Service Permit Application	https://www.grandcountyutah.net/DocumentCenter/View/7446/Temporary-Food-Service-Permit-Application
1. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*

2. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
3. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
4. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
If you have more than four vendors please attach additional information.	*Field not completed.*

8. JEEP, UTV, RACE, PARADE, OR PEDESTRIAN / BICYCLE EVENT:
If this is a Jeep or 4X4 Event, NO UTV or ATV's are permitted. All UTV and ATV Events must be approved by the Grand County Commission.

Number & Type of Motor Vehicles to be used (if any):	Toyota full-size 4WD vehicles
Number of Walkers/Foot Racers:	0
Number of Bicyclists	0
Description of staging/pre-event gathering and finish areas and event route:	BLM trails

9. ADDITIONAL NEEDS-PORTABLE TOILETS, GARBAGE COLLECTION, & RECYCLING:
The following requirements must be met.

Sanitation - Garbage - Recycling
Name and location of all restrooms, garbage cans, and recycling locations. Site/sketch plan.

Sanitation Service commitments, including the following minimum requirements: daily, compost, recycling and garbage pick-up, daily restroom hauling and cleaning, handwash replenishing, and waste diversion plan.

Bathroom Facilities
Daily restroom hauling and cleaning. Specify their locations on your Site Plan Sketch.

Sanitation Service Providers Name	*Field not completed.*
Phone	*Field not completed.*
Email	*Field not completed.*
Attach Sanitation Contract if applicable.	*Field not completed.*

Garbage:
Daily garbage pick-up.

Please describe your detailed clean up plan during and after the event:	Garbage cans will be emptied daily.
Attach Garbage Contract	*Field not completed.*

Recycling:
Required and is the responsibility of the permit holder. This must be a detailed description of how recyclables will be sorted and where it will be recycled.

Please describe in detail your recycling plan:	We will discuss with OSTA and comply with their recycling recommendations.
Attach Recycling Contract if applicable.	*Field not completed.*

If not recycling, a fee will be added to meet Sustainability requirements to dispose of trash as Grand County sees fit.

10. APPROVAL/PERMITS FROM OTHER ENTITIES (PLEASE CHECK ALL THAT APPLY):
Grand County's Special Event Permit does not exclude you from having to permit with other entities neither can Grand County issue permits or approve activities on behalf of other jurisdictions. It is the responsibility of the organization or event planner to secure any and all necessary approvals from other entities.

Permits from other entities, if applicable. Please check all that apply:	BLM: (435) 259-2100; www.blm.gov, Trust Lands: (435) 259-7417; https://trustlands.utah.gov, Arches National Park: (435) 719-2121; www.nps.gov/arch, Canyonlands National Park: (435) 719-2121; www.nps.gov/cany
Permit from other entity	CruiseMoab-BLM-Permit-2030.pdf
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*

11. Proof of Insurance
A copy of your Certificate of Insurance naming Grand County as an Additional Insured in an amount not less than $2 million per occurrence and $4 million aggregate unless a letter amount is approved in writing by the Commission, Administrator or County Attorney.

Upload copy of Certificate of Insurance	COVID-19-Event-Planning-Template-2022-04.pdf
Indemnification & Liability Agreement Affidavit	https://www.grandcountyutah.net/DocumentCenter/View/7449/Indemnification--Liability-Agreement-Affidavit
Indemnification and Liability Agreement	*Field not completed.*

REFER TO EXHIBIT A - 8.16.090 in the Grand County Ordinance 627 (2021)
A list/description of Special Events requirements

The list below is for you to check off the documents as you have uploaded them.

CHECKLIST OF REQUIRED ATTACHMENTS / TASKS:

REQUIRED ATTACHMENTS / TASKS: The following supporting materials are required:	Conformation from OSTA verifying date., Administration fee paid with signed OSTA Rental Agreement, Certificate of liability insurance: current policy names Grand County additionally insured , Site Plan (include First Aid Station), Course Map (if leaving OSTA), Indemnification and Reimbursement Agreement , Notarized property owner(s) signature(s), see attached form (If applicable), Food Service Permit (If applicable), Sanitation service commitments, Recycling/Garbage Plan, Business License or Temporary Business License , Utah State Tax License or copy of 501(c)3, Information about fees generated by event - admission charges, booth fees, rental charges, A description of the number and types of vendors planned for the event, Traffic control plan, include fire evacuation routes and suppression, as it pertains to event, Alcohol permit, Dept. of Alcoholic Beverage Control (DABC) and local, (If applicable), Security Plan (If required), Medical Services Plan (Provide specifics outlined in 2018 EMS Event Guidelines), Security List with contact phone numbers, Cleaning Schedule with contact phone numbers, Schedule of daily events, Shuttle Plan, COVID 19 TEMPLATE, Permits from other entities (If applicable)____City of Moab ____UDOT ____BLM ____Forest Service ____Arches National Park ____DABC ____SITLA____Canyonlands National Park ____Dead Horse Point State Park, Film Permits
Site Plan and/or Detailed Course Map	Site Plan and/or Detailed Course Map (See Below for Details)
OSTA Site Map	/DocumentCenter/View/11370/OSTA-Site-Plan
Site Plan and/or Detailed Course Map	OSTA site plan Cruise Moab.png
Other Related Documents	Indemnification-Hold-Harmless-Release-of-Liability-Agreement.pdf
2021 Fee Schedule	/DocumentCenter/View/12007/OSTA-Fee-Schedule

GROUND FOR DENIAL

8.16.130 Grounds for Denial The Committee, or the County Commission upon referral, may deny an application for a Special Events Permittee for any of the following reasons: 1. Applicant submits incorrect, incomplete, or false information; 2. The proposed Special Event threatens or is incompatible with the public health, safety, peace, comfort or welfare of Grand County residents or visitors, including community or neighboring uses and morales, or may result in an unreasonable inconvenience or cost to the public; 3. The zoning of the proposed event site does not permit the use contemplated by the applicant; 4. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions; 5. Impacts associated with the proposed Special Event cannot be mitigated; 6. Applicant does not meet the deadlines and timelines required herein; 7. The proposed Special Event places unreasonable competing demands on County resources and/or conflict in proposed date(s), time and location with a reoccurring Special Event that is in good standing with the Committee and/or has an established annual date or season; 8. The Committee otherwise supports a denial based on Post Event Evaluation(s) and community complaints regarding incompatibility of the event with community health, safety, comfort, peace, and welfare; or 9. Executive or Public Health orders preclude the Event as per the order's provisions. In the event of denial of a Special Events Permit, the applicant may submit a written appeal to the County within thirty (30) days of the Final Decision pursuant to Title 1 of the Grand County Ordinances.

APPLICANT CERTIFICATION

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable Grand County Ordinance located on the County website (grandcountyutah.net) and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to the event. I understand approval is non-transferable and valid only for the above mentioned location, dates, and applicant.

Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
First Name	Matthew
Middle Initial	*Field not completed.*
Last Name	Farr
Date	12/6/2021

OSTA Contact Information:

The Old Spanish Trail Arena 3641 S. HWY 191(Physical) 125 E. Center St. (Mailing) Moab, UT. 84532 (435) 259-1311 or (435) 259-6226
abook@grandcountyutah.net

Email not displaying correctly? View it in your browser.

Diana Carroll
Grand County Clerk/Auditor
125 East Center Street
Moab, Utah 84532
(435) 259-1321 (FAX) (435) 259-2959

GRAND COUNTY TEMPORARY BUSINESS LICENSE APPLICATION 2015

Temporary Business License No. _____
Date Issued: _____
Beer License No. _____ Cabaret No. _____
Amount Paid- Cash $_____ Check $ _____
Grand County Office Use Only Credit Card $_____

Date: 12/6/2021

Business Name: Rising Sun 4WD Club of Colorado / Cruise Moab
Business Location: Event at Old Spanish Trail Arena
3641 S. Hwy 191 · Moab UT 84532
Mailing Address: P.O. Box 260175
City: Lakewood **State:** CO **ZIP:** 80226
Phone Number: (303) 918-7099 **Fax:** ( ) -
Owner's Name: MATTHEW FARR, event chairman
Email Address: Cruisemoab@gmail.com
Type of Business (explain in detail): Annual 4x4 event for Toyota 4WD vehicles → Trail Runs

Do you provide overnight accommodations such as rooms, camping, or R.V. parking? **Yes:** X **No:** ____

Applicant Signature: Matt

I declare that the statements made in this application are true and complete to the best of my knowledge and belief.

EFFECTIVE DATES _____

Applicants must obtain signatures from Grand County Officials listed below
Building Inspector 435-259-1345 * Zoning 435-259-1343 * Fire Chief 435-259-5557 * Sanitarian 435-259-5602

Building Inspector signature: _____
State Licensing # (if required): _____
Conditional Use or Use on Review? Yes: _____ ***No:*** _____
Approved Zoning: _____
Zoning Administrator signature: _____
Fire Chief signature: _____
Sanitarian signature: _____

Cruise Moab 2022
More details about questions

1. Event date verified with OSTA?*
YES

2. Will you be serving alcohol?
No alcohol will be served by the Cruise Moab event. However, people will bring their own drinks for the Friday night dinner and camping.

3. Public street/road or parking lot closure?*
No

4. Mechandise Sales/Vendors Requiring Sales Tax Collection?*
There will be vendors at the event. Each vendor will be responsible for collecting Utah State taxes. Many of the businesses are based in Utah and have existing tax licenses. For those that do not, we will provide information on filling out the Utah State Temporary Sales Tax Application.

5. Onsite Food Service Vendors Requiring Sales Tax Collection?*
No

6. Security or Escort required?*
No

7. Race, Parade or Pedestrian/Bicycle event?*
No

8. Emergency Management Services required?*
No. We're a small event.

9. Additional needs-portable toilets, waste collection, & recycling?*
Yes. We are renting portable toilets and an extra dumpster. All of this is coordinated with OSTA.

10. Stages, platforms, scaffolding, bleachers grandstands, canopies, tents, booths, vehicles and trailers?*
Yes. There will be display tents and vehicles. We may use the EJS stage.

11. Approval/permits from other entities? (see section 10 below for more details)*
YES. We have permits with:

- BLM (10-year event permit)
- Trust Lands
- Arches National Park
- Canyonlands National Park

12. Is Grand County listed as an Additional Insured on Certificate of Insurance?*
Yes.

13. Is power required
Yes, for portable bathrooms, sound system, etc.

14. Is water required
Yes, for portable bathrooms, campers, etc.

15. Furniture Rental (Tables, Chairs, Sound System, Timing Equipment, etc)
Yes, we will rent table and chairs (same number as last year). We also plan to use the sound system.

16. Will you require compacting of arena dirt (floor)
Yes.

17. Hiring of OSTA Staff for cleaning during/after event
Yes.

18. Any Special Deliveries
No.

19. Will you have live entertainment (bands, DJ's, shows, animal events, etc)
Yes.

20. Will your event require any Tractor time, or implement use
No.

21. Will your event require use of stalls/pens for overnight use.
No.

22. Will you event offer overnight camping options.
Yes, on the race track (as we did in the past couple of events)

23. If renting Ballfields - Will you require lighting
No, not renting ballfields.

24. Will you require any rail/pen removal
No.

Cruise Moab 2022
More details about questions

1. Event date verified with OSTA?*
YES

2. Will you be serving alcohol?
No alcohol will be served by the Cruise Moab event. However, people will bring their own drinks for the Friday night dinner and camping.

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- Arches National Park
- Canyonlands National Park

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No, not renting ballfields.

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No.

Form 2930-2
(February 2020)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SPECIAL RECREATION PERMIT

(16 U.S.C. 6801 et seq., 43 U.S.C. 1701 et seq., 43 CFR Group 2930)

Permit No.
MFO-Y010-12-025R

BLM Issuing Office
Moab Field Office
DOI-BLM-UT-Y010-2012-0048 DNA

Permittee: Rising Sun 4 Wheel Drive Club of Colorado

Authorized Representative: Neil Quigley, Scott Yoder, Matt Farr 303-244-0255 Neil Quigley 303-797-734

Address:
P.O. Box 260175
Lakewood, CO 80226

Phone Number: (303) 470-2232
Email Address: nquig1@gmail.com
Fax Number:
Website:

Permit is for *(check all that apply)*: ☐ Commercial Use ☐ Competitive Use ☑ Organized Group Activity or Event ☐ Vending

Date Issued: _____ Date Expires: 12/31/2030 *(Terms greater that one year subject to annual authorization)*

Seasonal or other period of limitations: Spring

Permit Fee Formula: Organized Group: Greater of $115/year or $6/person/day
If other, specify

Assigned Sites *(commercial only)*: ☑ None No. of Assigned Sites subject to fees: _____

Special Area Fees Apply: ☐ Yes ☑ No Special Area Fee: _____

Minimum insurance coverage requirement: Low Risk: $300,000 per occurrence, $600,000 annual aggregate

Permit is valid only if a current Certificate of Insurance, listing the United States as additional insured, is on file with the issuing BLM Office.

Post use report due date(s): 30 days after last use of year Bond Requirement: ☑ None Bond Amount: _____

Purpose and activities authorized

4x4 Event

Approved Area of Operation

Kokopellis Trail, Jeep Safari Routes

Certification of Information: I certify use of this permit will be as per the operations plan on file with BLM. I acknowledge I am required to comply with any conditions required by the BLM including the General Terms and Permit Stipulations listed on the following pages of this form and any additional stipulations which may be attached.

Additional stipulations are attached: ☑ Yes ☐ No

(Permittee Signature) 5/22/2021 (Date)

Approved and issued for the conduct of permitted activities and locations shown on this permit and in conformance with the operating plan. Permit is subject to General Terms and Permit Stipulations any additional stipulations attached.

(BLM Authorized Officer Printed Name) (BLM Authorized Officer Signature) (Date)

(Continued on page 2)

GENERAL TERMS AND PERMIT STIPULATIONS

A. Compliance with laws, regulations, and other legal requirements. The permittee shall comply with all Federal, State, and local laws; ordinances; regulations; orders; postings; or written requirements applicable to the area or operations covered by the Special Recreation Permit (SRP). The permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State, and local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients, customers, participants, and spectators under the permittee's supervision.

B. Modification, Suspension, Termination. An SRP authorizes special uses of the public lands and related waters and should circumstances warrant, the permit may be modified by the BLM at any time, including modification of the amount of use. The Authorized Officer may suspend or terminate an SRP if necessary, to protect public resources, health, safety, the environment, or because of non-compliance with permit stipulations. Actions by the BLM to suspend or terminate an SRP are appealable.

C. Permit Value & Operating Rights. No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. The permit is not to be considered property on which the permittee shall be entitled to earn or receive any return, income, price, or compensation, and may not be used as collateral for a loan. In the event of default on any mortgage or other indebtedness, such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the permittee' s SRP. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license.

D. Non-Exclusive Use. Unless expressly stated, the SRP does not create an exclusive right of use of an area by the permittee. The permittee shall not interfere with other valid uses of the federal land by other users. The United States reserves the right to use any part of the area for any purpose.

E. Subcontracting. Where the BLM authorizes a permittee to subcontract a portion of the permitted activities, the permittee must retain operational control of the permitted activities and must also comply with any applicable special stipulations related to cont ractors and subcontractors, which may include, but are not limited to, provisions regarding permit compliance, fee payment, reporting requirements, and insurance requirements.

F. Advertising. All printed, electronic, and oral advertising and representations made to the public and the Authorized Officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, the permittee will not seek or obtain trademark rights, use or incorporate the names, trademarks, or logos of the BLM, the Government, or their employees in any advertising, promotional, sales literature, or on any product without the prior written approval of the BLM for the specific use. The permittee shall not state or imply that the Government or any of its organizational units or employees endorses any product, service, or activity as being conducted by the BLM. The BLM does not directly or indirectly endorse any product or service provided, or to be provided, by the permittee whether directly or indirectly related to this Special Recreation Permit. The permittee may not portray or represent the permit fee as a special federal user ' s tax. The permittee must furnish the Authorized Officer with a current brochure, or website, including price list.

G. Responsibility of Permittee. The permittee assumes responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., trail and route conditions, landslides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous flora/fauna, abandoned mines, or other hazards that present risks for which the permittee assumes responsibility.

H. Resource Protection: The permittee cannot, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on public lands. Upon leaving, the lands must be restored as nearly as possible to pre-existing conditions.

I. Display of Permit: The permittee, permittee' s employees, agents, and Authorized Officer approved subcontractors, must present or display a copy of the SRP to an Authorized Officer's representative, or law enforcement personnel upon request. If required, the permittee must display a copy of the permit or other identification tag on equipment used during the period of authorized use.

J. Operating Plan. The operating plan submitted in the application corresponding to this permit is incorporated as the operating plan for this permit. Any changes to your operations as described in this plan must be requested in writing to the BLM. This request must receive prior written approval from the BLM Authorized Officer before the operating plan changes may take effect.

K. Accounting Records: The Authorized Officer, or other duly authorized representative of the BLM, may examine any of the books, documents, papers, or records pertaining to the permit or transactions related to it, in the possession of the permittee or its employees, business affiliates, or agents for up to three years after expiration of the permit. For permits with fees greater than $10,000 annually, when requested by the BLM, the holder at its own expense shall have its annual accounting records audited by an independent public

(Continued on page 3)

accountant acceptable to the BLM. The permit holder must maintain internal accounting records pertaining to this authorized use, and these records must be readily discernable from accounting transactions with other permits, business endeavors or personal use Accounting records must include the following:

1. A recordkeeping procedural outline or process plan.
2. Customer receipt deposit log or similar detailed information, which includes at a minimum: A) Customer identifier; B) Location identifier; C) Dated deposit and amount; D) Gross fee collected; E) Subtotal after each customer transaction; F) Grand total after each deposit; G) Grand total of year-end receipts.
3. Corresponding monthly bank statement ledgers to the customer receipt deposit log or other compensation attributed to activities conducted under this permit.
4. Price advertisements.
5. Original customer reservation listings or event registration sheets.
6. A record of all financial relationships with booking agents, advertisers, subcontractors, and business affiliates connected to permitted use.
7. A record of all receipts or compensation including payments, gratuities, donations, gifts, bartering, etc., received from any source not captured in the customer receipt deposit log for activities conducted under the permit.
8. A record of all payments made by the permit holder and claimed as a deduction in the permit holder fee submission. Records consist of receipts, debit transaction logs, bank statements, or similar records.
9. W-2 records or other similar records of employment for all employees conducting activities under the permit.

L. Revenue Reporting: The permittee must submit a post-use report and any other required forms to the Authorized Officer according to the due dates shown on the permit. If the post-use report is not received by the established deadline, the permit will be suspended and/or late fees assessed. The post-use report must contain a trip-by-trip log of trip location, beginning and ending dates of each trip, number of clients, number of guides, and gross receipts for the trip. Deductions based on pre- and post- trip transportation and lodging expenses and percentage of time on public land, if being claimed, must be described in advance in the permittee's Operations Plan. Transportation and lodging deductions must be accompanied by copies of supporting receipts documenting proof of payment.

M. Resource Damage and Injury Reporting: The permittee shall notify the Authorized Officer of any incident that occurs while involved in activities authorized by this permit, which result in death, personal injury requiring hospitalization or emergency evacuation, or in property damage greater than $2,500 (lesser amounts if established by State law). Reports should be submitted within 24 hours.

N. Insurance: If required by the Authorized Officer, the permittee shall carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents, employees, volunteers, and contractors in carrying out activities and operations under this permit. The policy shall name the "Bureau of Land Management- DOI" as additional insured. Permittee agrees to have on file with the BLM copies of the above insurance with the proper endorsements.

O. Fee Payment: The permittee must pay the required fees before the BLM will authorize your use. For installment payments when more than $1,000 is owed, the permittee must submit a BLM promissory note, which must be signed by the Authorized Officer. For multi-year permits, final payments may be adjusted based on post-use reports. For multi-year commercial permits, excess payments will be applied toward the following years or seasons estimated fee. For permits other than multi-year commercial permits, the BLM will give the permittee the option whether to receive refunds or credit overpayments to future permits, less processing costs.

P. Equal Opportunity and Nondiscrimination

The permittee, its employees, and affiliates shall not discriminate against any person on the basis of race, color, sex, national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments Act of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

COVID-19 EVENT PLANNING TEMPLATE

In accordance with Governor Herbert's Executive Order, event size can exceed 50 individuals if organizational oversight can be provided that ensures guidelines are followed. Formal organizations are required to complete the following event management template to assist their efforts to plan a safe event. This document must be kept and available for inspection by the local health officer or their designee.

Event Details:

Event Name:	2022 Easter Jeep Safari		
Event Location:	OSTA 3641 S. HWY 191	Moab	84532
	Address	*City*	*Zip*
Party Responsible for Organizational Oversight:	RR4W C/O Rex Holman	Moab	84532
	Address	*City*	*Zip*
	holmanrex5@gmail.com		435-260-1064
	Email Address		*Phone*
Event Dates:	March 8, 2022	March 18, 2022	
	Start Date	*End Date*	
Anticipated Number of Attendees:	900-1200	2500-5000	
	Per Day Total	*Grand Total*	

Event Type

- ❑ Static: *events where the attendees primarily enter, watch and depart*
- ❑ Interactive: *events where attendees create a traffic flow and interact with each other*
- ❑ Participant: *events where attendees primarily participate in an activity or production*
- ❑ Community: *events with many activities and populations centers and likely a random traffic pattern*

Employees, Volunteers, Players, Performers, Actors, Etc.

Checklist:

- ❑ Symptom checking symptoms checked (checklist or verbal), including temperature checks when feasible
- ❑ Face coverings are worn in settings where other social distancing measures are difficult to maintain
- ❑ Ensure that face coverings are available
- ❑ Provide accommodations to high-risk employees & volunteers; minimize face-to-face contact, assign tasks that allow these individuals to maintain a 6-foot distance from other employees or customer
- ❑ Comply with distancing and hygiene guidelines

Tracking Attendance:

Must have the ability to track attendance, please describe your plan to track attendance to support contract tracing.

We are a 4 wheeling event called Cruise Moab. This is our 25th annual event. Participants select all their trails in advance on our website using a computer or phone. This allows us to have registrants register for what trails they want to participate in without coming into contact with another individual. We collect all of our registrant's contact information during the online registration. Participants will check in every morning with the trail leader (outside). If we need to track who came in contact with another individual, we have all of the records from each trail on each day. If we make a change on who's on a trail, we will make that change online as well so our records are up-to-date.

Social Distancing

A 6-foot distance must be maintained between household groups at all times including while seated, limiting the number of people in a confined area to enable adequate distancing at all times, and congregating at any point is not allowed. Please describe your plan to maintain appropriate social distancing throughout the event.

Social distancing will be encouraged with posted signs and annoucements. Masks will be required in all Grand County Buildings while in the High risk for vaccinated or un-vaccinated individuals. While in Moderate or low risk mask's are required for unvaccinated individuals. Frequent handwashing signs will be posted, along with hand sanitizer at all entry/exit points.

The Grand County Special Event Ordinance 816.180.3 will be followed as written -

8.16.180 COVID-19 Regulations

8.16.180.1 Guidelines

All Grand County Permittees and Special Events shall comply with the Utah Transmission Index Guidelines, or similar state COVID-19 guidelines in effect at the time of the Special Event (“Guidelines”) as well as any effective Joint Public Health Order of the County and Southeast Utah Health Department (“Order”).

8.16.180.2 Definitions

“COVID-19” means the Novel Coronavirus Disease 2019 caused by Severe Acute Respiratory Syndrome Coronavirus 2, also known as SARS-CoV-2;

High-Risk Attendees

Set an established window time for high-risk groups to come in without pressure from crowds and/or separate entrances and queues, please describe your plan to accommodate high-risk attendees.

Cruise Moab is mainly a trail event, so people will be in their vehicles most of the time, coming in contact with only the friends and family they came with. We will offer early check-in for any high risk attendees on Wednesday. Most of the event occurs outside on the trail so the risk is minimal.

It will be encouraged that high-risk individuals do not attend registration pick up, and only participant in trails. This will give high-risk individuals the ability to attend the event but ensure their safety in their personal vehicle. If it is necessary for high-risk individual to enter registration they will be asked to have a non-high-risk participant to pick up their packet information. High-risk individuals will be discouraged from attending the indoor portion of the vendor show.

Signage

Maintain signage to remind and help individuals stand or sit at least 6 feet apart, please describe your plan to maintain signage including the number of anticipated signs as well as locations.

Cruise Moab will have signage at the starting area reminding people to stay in their vehicles and to keep a distance of 6 feet. We will have extra masks on hand for participants if a mask is needed, we will remind participants of the agreements that they made before coming to the event, ask them to leave if they won't comply, and contact local law enforcement if needed.

OSTA will have all proper social distancing signage, mask requirements, frequent hand washing, and hand sanitizer station signs posted through out the indoor facility. RR4W will have signage posted outdoors encouraging social distancing, hand washing, and hand sanitizer stations.

Payment Options

Encourage contactless payment; disinfect between transactions at facility stores/gift shops and comply with other retail recommendations, please describe your plan for payment.

We will recommend electronic payments at our on site registration area. Cash sales will be discouraged but not refused. All counter surfaces and materials will be disinfected after each use. All personell will be provided with gloves and disinfecting/sanitizing materials.

Hygiene & Sanitization

Dedicated staff for sanitizing high-touch areas, please describe your plan to provide hygiene and regular sanitization throughout the event.

All restroom facilities at the arena will be cleaned on a regular schedule by the OSTA Staff. This schedule will be on a minimum of a 30 minute rotation schedule. All locations will also have paper towels available, plus waste containers. OSTA has hand sanitizing stations at all entry/exit points. OSTA also has signs posted encouraging proper hand washing.

High touch services will also be on a rotated cleaning schedule by the OSTA Staff.

Concessions

Checklist:

- ❑ Serving and seating protocols consistent with restaurant guidance
- ❑ Any concessions/restaurant seating is compliant with restaurant dine-in guidance
- ❑ Encourage contactless payment
- ❑ To the extent reasonable, serve grab-and-go food items
- ❑ Maintain 6-foot distancing for all lines

Additional Safeguards

Please share any additional planned safeguards or measures being enacted at the event.

Anyone experciencing any COVID symptom will be asked to stay home, this will be posted on the RR4W website.

Face Masks will be provided and available.

Signature

Please provide the signature of the organizational representative that will be responsible for ensuring event oversight.

Rex Holman	RR4W Business Manager
Printed Name	*Title*
Signature	*Date*

Emergency Plan for Cruise Moab 2022 @ Old Spanish Trail Arena

What does this Emergency Plan cover?
Need for evacuation, fire, power failure, collapse of a temporary or permanent structure, road traffic collision, medical emergency, fatality, adverse weather conditions, key location becomes unavailable, or cancellation prior to or during event. This is not an exhaustive list and the specific nature of the event may suggest other issues.
At your event, who will be responsible for determining that an incident is now a major incident or emergency and will take responsibility for decisions until the emergency services arrive and take control?
Damon Fisher **512-698-9109** **damon@damonfisher.net**
Who will report this to the emergency services?
Damon Fisher **512-698-9109** **damon@damonfisher.net**
What systems do you have in place to contact the local emergency services?
Cellular phones
Who will liaise with the emergency services when they get to the site?
Damon Fisher **512-698-9109** **damon@damonfisher.net**
What entrance/access point should the emergency services use that is safe and can be kept clear of crowds for them to get to the incident?
The main entrance to the Old Spanish Trail Arena grounds is accessible from Highway 191, and will remain unblocked and accessible throughout the event.
Who will be responsible for crowd control during an incident?
Matt Farr **Karie Farr** **Jackson Philby** **Dan Kucera**

Bryan Meenen **Ryland Percy** **Andy Jordan** **Lisa Jordan** **Dominick Boucher** **Ray Romero** **Kurt Williams** **Phillip Tilleman** **Andy Lewien** **Brittany Kent**
If required, how would you evacuate your event? What steps would you take?
Inside the arena at Old Spanish Trail there are emergency exit signs that meet local codes. Outside on the grounds there are available exits from the grounds.
How will you communicate the evacuation instruction to your audience?
We will include an evacuation plan in all registration packets and ask people to review them. At the time of an incident, we will pass information over bullhorns. We also have a list of all registrants, as well as their contact information in case this is needed after the incident.
Please provide details of any emergency signage that will be used at your event (i.e. emergency exit signs)
Inside the arena at Old Spanish Trail Arena there are emergency exit signs that meet local codes. Outside on the grounds there are available exits to leave the premises.

Diana Carroll
Grand County Clerk/Auditor
125 East Center Street
Moab, Utah 84532
(435) 259-1321 (FAX) (435) 259-2959

GRAND COUNTY TEMPORARY BUSINESS LICENSE APPLICATION 2015

Temporary Business License No. 2016747
Date Issued: _____
Beer License No. _____ Cabaret No. _____
Amount Paid- Cash $ 25 Check $ _____
Grand County Office Use Only Credit Card $ _____

Date: 12/6/2021

Business Name: Rising Sun 4WD Club of Colorado / Cruise Moab
Business Location: Event at Old Spanish Trail Arena
3641 S. Hwy 191 · Moab UT 84532
Mailing Address: P.O. Box 260175
City: Lakewood **State:** CO **ZIP:** 80226
Phone Number: (303) 918-7099 **Fax:** ( ) -
Owner's Name: MATTHEW FARR, event chairman
Email Address: Cruisemoab@gmail.com
Type of Business (explain in detail): Annual 4x4 event for Toyota 4WD Vehicles → Trail Runs

Do you provide overnight accommodations such as rooms, camping, or R.V. parking? **Yes:** X **No:** ____

Applicant Signature: [signature]

I declare that the statements made in this application are true and complete to the best of my knowledge and belief.

EFFECTIVE DATES _____

Applicants must obtain signatures from Grand County Officials listed below
Building Inspector 435-259-1345 * Zoning 435-259-1343 * Fire Chief 435-259-5557 * Sanitarian 435-259-5602

Building Inspector signature: [signature]
State Licensing # (if required): _____
Conditional Use or Use on Review? Yes: _____ ***No:*** X
Approved Zoning: Rural Residential/Events Center
Zoning Administrator signature: Jenna Gorney
Fire Chief signature: [signature] Per Brandon
Sanitarian signature: [signature] Per ORion

NOT TRANSFERABLE

From: April 25, 2022
Expires: May 25, 2022

BY THE AUTHORITY OF THE BOARD OF COUNTY COUNCIL PERSONS, GRAND COUNTY, STATE OF UTAH

This Temporary Business License

IS GRANTED TO

CRUISE MOAB in conformity to the Laws of the State of Utah, to conduct Special Event at Spanish Trail Arena, Grand County, State of Utah, commencing on April 25,2022 and ending on May 25,2022. Subject to the provisions of the Laws of the State of Utah, having paid into the County Treasury the sum of dollars in accordance with the order of the Board of County Council Persons and the same is hereby duly authorized.

Given under my hand and the seal of said Grand County on December 14,2021

Deputy Clerk

Quinn Hall

County Clerk

CRUISE MOAB

The annual Toyota 4x4 event brought to you by Rising Sun 4WD Club of Colorado

January 20, 2022

To whom it may concern:

Rising Sun Four Wheel Drive Club of Colorado will be holding its 25th annual Cruise Moab event in the Moab area from Monday, April 25 – Sunday, May 1, 2022.

We have provided our BLM permit for this event.

In addition, we have applied for two permits from the entities listed below. We expect to receive those permits by early March.

- State of Utah Trust Land Administration
- National Park Service Southeast Utah Group

Thank you, and best regards,

Matt Farr

Matt Farr
Cruise Moab 2022 Chairman
Rising Sun 4WD Club of Colorado

Contact info:
(303) 918-7099 mobile
registration@cruisemoab.com

Date of Event:	4·25·2022	Arrival Date: 4/25/22	Departure Date: 4/30/2	
Times of Event				
Name of Group:	Cruise Moab			
Contact Person:	Matt Farr			
Phone Number:	(303) 918-7099			
Email Address:	mattfarr@gmail.com			
Expected # of Spectators	LOCAL:	OUT OF TOWN:	STAFF:	

April

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12 Jeep	13 Safari	14	15	16
17	18	19	20 Jeepster	21	22 Commando	23
24	25	26	27 Cruise	28 Moab	29	30

© 2007 Vertex42 LLC, www.vertex42.com/calendars

Arena	Conf. Room	Outside Arena	Parking Lot	Pavilion	Stalls	Soccer Fields	Upper Park Lot	Baseball Fields	Scorer Box/ Conf. Room #2	Warm up Arena

Description of event: Toyota vendor & trail event

Power Required: Yes

Water Required: Yes

Furniture Required: Yes 6 Tables
36 Chairs

Compaction Level of Dirt: Soft compact

Cleaning will be maintained by:

Final Cleaning by: OSTA Staff

Any Special Deliveries:

Damon Fisher
(Facilities contact
(512)698-9109
damon@damonfishe

Dumpster with open top: 1 Dumpster
Verified with Monument on: Spoke With:
Drop off times: Final pick up:

Portable Restrooms & Sinks:
Verified with Zunich on: Spoke With:
Drop off times: Final pick up:

Dan Kucera
(Security)
(303) 898-5181
dan@clear-results.co

Alcohol: NO
Location of Beer Garden: Permit for:

Permits: BLM, SITLA, PARKS

Safety Plan (Dangerous Event):

Temporary Structures (How will they be secured to the ground): Stage display tents

Other Special Instructions:
Campfire → Saturday Night Middle of Racet
Deliver OSTA FIRE PIT RING

Insurance Received On (If hiring/using concessionaire they must be named additionally insured) 1/2 Million: Yes on 1/4/22

501-C3 Documentation Received On:

Non-Refundable Deposit (Administration fee) Received On:

Refundable Security Deposit Received On:

Payment Received On:

Security Deposit Paid back on:

Address for Deposit to be sent to & Name on refund check:

Door Code & What Doors:

	Item	Notes	Received On
✓	Insurance (Signed W/ correct #'s & GC named additionally insured)		1/4/22
✓	Special Event Application		12/10/22
✓	Site Plan (include first aid station)		1/26/22
✓	Schedule of event		1/26/22
✓	Sales Tax License (SE Sales Tax #)		1/13/22
✓	Business License		12/14/21
✓	Course Map (if leaving OSTA)		1/26/22
X	Alcohol Permit (DABC)		
✓	BLM Permits		1/26/22
	SITLA Permits	Intent on 1/20/22	
X	Forest Service Permits		
	Arches National Park Permits		
	Canyonlands Park Permits	Intent on 1/20/22	
	Dead Horse State Park Permits	Intent on 1/20/22	
	City of Moab Permits	Intent on 1/20/22	
X	Film Permits		
X	Other Permits		
X	Shuttle Plan		
✓	Indemnification Agreement		12/7/22
✓	Pledge Agreement		1/26/22
✓	COVID-19 Event Planning Template		1/26/22
✓	Written Procedure of Mask Mandate (Enforcement)		1/26/22
✓	Signed OSTA Agreement		1/28/22
✓	Admission fees, booth fees		
X	Traffic Control		
✓	Security with Contact Numbers		1/26/22
✓	Cleaning Schedule with Contact Numbers	OSTA ✓	1/28/22
	EMS		
	Grand County Sheriff		
	Moab City Police Department		
	Utah Highway Patrol		
	Moab Fire →	~~AWARE~~ OF CAMPFIRE SAT. NIGHT - NEED TO CONFIRM	
	Health Department		
	UDOT		
	Other Special Services needed		
✓	Statement of Authority		1/26/22
	Post Event Evaluations		


throttle down
HWY 191
UPPER
PARKING LOT
ADMIN
PARKING LOT
MAIN
ARENA
CM SHOWER
TRAILER
24-HOUR
SHOWERS
DROP BOX
CM Potties
/sanitation
A
B
C
D
PAVILION
OUTDOOR
ARENA
CM Potties
/sanitation
Inside Track 897' x 458'
Cruise Moab
Camping Area
G
F
E
H
LARGE
PEN
EAST BARN
PARKING
LOT
BMX TRACK
NORTH
ENTRANCE
FROM
SPANISH
VALLEY
DRIVE
- ROUND PEN
- WARM UP ARENA
- PENS
- WASH STATION
- VAULT TOILET
- POWER
- WATER

JSELLERS2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	**CONTACT NAME:**	MOTORSPORTS	
		PHONE (A/C, No. Ext):	800-348-1839	**FAX (A/C, No):** 260-459-5118
		E-MAIL ADDRESS:	KK.MOTORSPORTS@KANDKINSURANCE.COM	
		INSURER(S) AFFORDING COVERAGE		**NAIC #**
		INSURER A:	SCOTTSDALE INDEMNITY COMPANY	15580
INSURED	TOYOTA LAND CRUISER ASSOCIATION D/B/A TLCA 6911 NORTHRIDGE DR. DALLAS, TX 75214	**INSURER B:**		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2044640 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PROJECT [ ] LOC OTHER:	Y		KEI0008981400	12:01AM 11/01/21	12:01AM 11/01/22	EACH OCCURRENCE	1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence	1000000
							MED EXP (Any one person)	NC
							PERSONAL & ADV INJURY	1000000
							GENERAL AGGREGATE	UNLIMITED
							PRODUCTS-COMP/OP AGG	1000000
							Part Lgl Liab	1000000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea Accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER-STATUE [ ] OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TYPE OF EVENT: TRAIL RIDE - CRUISE MOAB EVENT DATES: 4/25/22 - 5/1/22
LOCATION: OLD SPANISH TRAIL ARENA RECREATIONAL COMPLEX, MOAB, UT
ADDITIONAL INSURED: SEE ATTACHED ADDENDUM

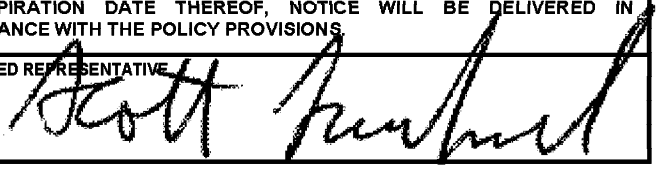
CERTIFICATE HOLDER

GRAND COUNTY, UTAH
125 EAST CENTER ST.
MOAB, UT 84532

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC # _____

CERTIFICATE: 2044640 DATE ISSUED: 12/13/21

ACORD™

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
K & K INSURANCE GROUP, INC.	TOYOTA LAND CRUISER ASSOCIATION D/B/A TLCA 6911 NORTHRIDGE DR. DALLAS, TX 75214
POLICY NUMBER GL KEI0008981400	
CARRIER: SEE ACORD 25 / NAIC CODE:	EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED:

A. ANY PERSON OR ORGANIZATION ENGAGED IN OPERATING, MANAGING, SANCTIONING, SPONSORING THE "COVERED PROGRAM", OR PROVIDING THE "PREMISES" FOR A "COVERED PROGRAM".

B. ANY "PARTICIPANT" (EXCLUDING DRIVERS), "COMPETITION VEHICLE" OWNER AND "COMPETITION VEHICLE" SPONSOR.

C. ANY "PARTICIPANT" DRIVER BUT ONLY WITH RESPECT TO "BODILY INJURY" OR "PROPERTY DAMAGE" TO PERSONS OTHER THAN ANY OTHER DRIVER.

D. RISING SUN 4 WHEEL DRIVE CLUB OF COLORADO; WESTERN RIVER EXPEDITIONS; GLEN CANYON REC AREA BLM-MOAB, UT; BLM-MONTICELLO, UT; STATE OF UTAH TRUSTS LAND ADMIN; GRAND STAIRCASE NATIONAL MONUMENT; CANYONLAND NATIONAL PARK; CITY OF MOAB; US GOV; US DEPT OF THE INTERIOR; ARCHES NATIONAL PARK; GRAND COUNTY UT; GRAND COUNTY SPECIAL SERVICES DIST #1; OLD SPANISH TRAIL ARENA AND ITS EMPLOYEES; USDI - BLM; GRAND COUNTY, UTAH; BUT ONLY WITH RESPECTS TO THE OPERATIONS OF THE NAMED INSURED.

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

RISING SUN FOUR WHEEL DRIVE CLUB OF COLORADO

is a

Nonprofit Corporation

formed or registered on 06/09/1987 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871729750 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/20/2022 that have been posted, and by documents delivered to this office electronically through 01/22/2022 @ 16:10:44 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/22/2022 @ 16:10:44 in accordance with applicable law. This certificate is assigned Confirmation Number 13736623 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Monday, April 29

9:00am

Kokopelli #1 - Double Overnight Run: Mon-Tues-Wed

Tuesday, April 30

8:00am

Lockhart - Overnight Run: Tues-Wed

9:00am

Kokopelli #2 - Double Overnight Run: Tues-Wed-Thurs

1:00pm

San Rafael Swell - Double Overnight Run: Tues-Wed-Thurs

Wednesday, May 1

8:00am

Registration Check-In, Orientation, and Vehicle safety inspection 8:00 am – 12noon / 2:00 pm – 6:00 pm

6:00pm

Hell's Revenge - Night Run

Thursday, May 2

6:00am

Elephant Hill, Canyonlands Nat'l Park

7:00am

Registration Check-In, Orientation, and Vehicle safety inspection 7:00-8:00 am

8:00am

Cliff Hanger
Dome Plateau

9:00am

Arches National Park 4WD Trail
Cameo Cliffs
Chicken Corners
Fins and Things
Flat Iron Mesa
Gold Bar Rim
Hell's Revenge
Jax Trax
Kane Creek Canyon
Poison Spider Mesa
Seven Mile Rim

The Pickle
Top of the World
Wipe Out Hill

6:00pm
Vendor Showcase Night at OSTA

Friday, May 3

7:00am
Registration Check-In, Orientation, and Vehicle safety inspection 7:00-8:00 am
Arches National Park 4WD Trail

8:00am
Dome Plateau

9:00am
Cameo Cliffs
Chicken Corners
Fins and Things - Women Drivers Only!
Flat Iron Mesa
Hell's Revenge
Jax Trax
Kane Creek Canyon
Metal Masher
Moab Rim
Poison Spider Mesa
Porcupine Rim
Seven Mile Rim
Steel Bender
The Pickle
Top of the World
Wipe Out Hill

6:00pm
Raffle & Awards Dinner at OSTA

Saturday, May 4

7:00am
Elephant Hill, Canyonlands Nat'l Park

8:00am
Cliff Hanger
Dome Plateau
Golden Spike

9:00am

Behind the Rocks
Chicken Corners
Fins and Things
Hell's Revenge
Jax Trax
Kane Creek Canyon
Metal Masher
Moab Rim
Poison Spider Mesa
Pritchett Canyon
Seven Mile Rim
Top of the World

8:00pm

Campfire at OSTA racetrack

Sunday, May 5

8:00am - 12Noon

Cleanup and Departure

Utah State Tax Commission - Taxpayer Services Division - (801) 297-6303
P.O. Box 31431 - Salt Lake City, UT 84134-9988

Temporary Sales Tax License and Special Event Sales Tax Return

TC-790C
Rev. 04/20
rtL113

You are not required to complete or return this form or to collect sales and use tax if you are not regularly engaged in the business of selling the items you are offering at this event or all of the items that you are selling at this event are exempt from sales and use tax under Section 59-12-104.

Event Account Number	Temporary License Number	Issued By	Date Issued
14006365-002-SSE	**1053-22-0001**	**Tax Commission**	**January 13, 2022**

Event Dates **4/25/2022 to 4/30/2022**	Local Tax Code **10000**
Event Name CRUISE MOAB - MOAB 04/22	State and Local Tax Rates **6.85 / 3.00 / 7.85**
Event Location **3641 S HWY 191 MOAB UT**	Return and Payment Due By **May 13, 2022**

Enter sales and calculate tax due on lines 1 through 4. Enter total tax due on line 5. Enter amounts on coupon below.

	A. Sales	B. Tax Rate	C. Tax DUE
1. Merchandise	_____ . ____	X 6.850 % = 1.	_____ . ____
2. Food	_____ . ____	X 3.000 % = 2.	_____ . ____
3. Prepared Food	_____ . ____	X 7.850 % = 3.	_____ . ____
4. Admission	_____ . ____	X 6.850 % = 4.	_____ . ____
5. TOTAL TAX DUE (Add lines 1, 2, 3 & 4) . . . . . = 5.			_____ . ____

Copy the amounts in Column C to the return/payment coupon below.
If the total tax due is less than $1.00, write "NONE" on line 5 of the return/payment coupon, sign and send it to the address at the top of this form.
The return/payment coupon must be filled out and returned, even if no tax is due.
Make check payable to the "Utah State Tax Commission." There is a fee to use your credit card. DO NOT SEND CASH BY MAIL.

Sign the coupon below. Your signature certifies the information reported on the coupon is true, correct and complete, to the best of your knowledge.
Cut the coupon on the dotted line. Keep the top portion for your records. Send the coupon and any payment to the address at the top of this form.

Utah Special Event Sales Tax Return & Payment Coupon

Media Number	Account ID	License NO.	Event Dates	Filing Period	Payment Due By
8277348168	**14006365-002-SSE**	**1053-22-0001**	**4/25/2022 to 4/30/2022**	**01-May-2022**	**May 13, 2022**

Name **RISING SUN FOUR WHEEL DRIVE CLUB**	Taxpayer ID - SSN or EIN (circle one) **14055572-002-SSE**
Doing Business As (DBA) **RISING SUN FOUR WHEEL DRIVE CLUB OF COLORADO**	
Address **PO BOX 260175**	
City / State / Zip Code **LAKEWOOD** / **CO** / **802260175**	
Home Telephone Number	Business Telephone Number **303-898-5181**

1. Merchandise Tax Due	_____ . ____
2. Food Tax Due	_____ . ____
3. Prepd Food Tax Due	_____ . ____
4. Admission Tax Due	_____ . ____
5. TOTAL TAX DUE	_____ . ____

S S E

Sign Here: _____ Date: _____ Email: _____

980004200827734816840000000000

Utah State Tax Commission - Taxpayer Services Division - (801) 297-6303
P.O. Box 31431 - Salt Lake City, UT 84134-9988

Temporary Sales Tax License and Special Event Sales Tax Return

TC-790C
Rev. 04/20
rtL113

You are not required to complete or return this form or to collect sales and use tax if you are not regularly engaged in the business of selling the items you are offering at this event or all of the items that you are selling at this event are exempt from sales and use tax under Section 59-12-104.

The following instructions apply to all vendors who are not exempt from filing by the statement above.

RISING SUN FOUR WHEEL DRIVE CLUB OF COLORADO
RISING SUN FOUR WHEEL DRIVE CLUB OF COLORADO
PO BOX 260175
LAKEWOOD CO 802260175

Who Must File

- Every person or business who participates at an event must file a return and pay any taxes collected.
- **You must file a return even if no sales are made or no taxes collected, even if you have a "display only" booth.**

When to File

- You must file the *Utah Special Event Sales Tax Return & Payment Coupon* within 10 days after the event ends.

Background

Based on Utah law, you must have a Sales Tax License for every business location including temporary locations. **Your booth or space at a Special Event is considered a temporary location.** You must get a *Temporary Sales Tax License* and file a *Special Event Sales Tax Return* when you participate in a Special Event. The form on the other side of this page is both a *Temporary Sales Tax License and Special Event Sales Tax Return* **and is only valid for the event/location listed or shown on the *Temporary Sales Tax License*.** This ensures the sales tax collected is allocated back to the proper city or town where the event was held.

Complete the Tax Return

- Complete Lines 1 through 4 in Columns A & C then enter the total tax due on Line 5 Column C.
- Copy the amounts from Column C, Lines 1 through 5 to the coupon at the bottom.
- Always keep the top portion of the form for your records.
  - If you made sales and have tax due, save time and the cost of postage! File & pay online using our secure Taxpayer Access Point (TAP) at **tap.utah.gov**.
  - Under "Payments" click *Make an e-Check Payment* or *Make a Credit Card Payment* (e-Check is free, however, there is a fee to use your credit or debit card).
  - Answer YES you are using a coupon. Use the information from the coupon on the other side to complete the online form.
  - Follow any instructions to complete the required fields and submit your payment.
  - You may not file online if you made NO sales and have NO tax due. You **must** send us the paper coupon.
  - **Using the Paper Coupon**
  - If you have tax due, make your check or money-order to the Utah State Tax Commission.
  - Use the enclosed envelope to mail the coupon and any payment to: P O BOX 31431, Salt Lake City Utah 84134-9988.

Your Regular Sales and Use Tax Account

Taxes you report and pay on this *Special Event Return* must be added to your ***Gross Sales*** line and subtracted on the ***Adjustment*** line of your regular TC-62 series return. Use parentheses **(0.00)** to show subtraction. Under certain rare circumstances, with permission from the Tax Commission's Special Event Representative, you may be able to file and pay Special Event taxes on your regular Sales and Use Tax Return. However this Special Event Return must still be filed using special instructions.

Keep Records

You should keep all records for at least THREE years and be able to produce those records for Tax Commission review. Keep records including: Sales made; Exemption Certificates for sales where you do not collect sales tax; Goods purchased tax free and used by you and other important information related to your business.

Nonprofit Organizations

You are required to collect tax unless you have a Utah State Religious or Charitable Institution Exemption Number.
If you are a Religious or Charitable Institution and have the Utah exemption number write the number in the Taxpayer ID box on the coupon.
Please note the sale of food by an exempt Religious or Charitable Institution (501C 3) **is** taxable if the food is sold to the general public..

If You Do Not File the Special Event Return or Pay The Tax Due

We may estimate an amount due if you do not file the return. We may charge penalty interest and other fees and we may record a lien against your property which may affect your credit report. In addition, we may require you to make a tax deposit before you may attend future events.

INDEMNIFICATION, HOLD HARMLESS AND RELEASE OF LIABILITY AGREEMENT

Whereas Rising Sun 4WD Club (hereinafter "User") desire(s) to use Grand County (herein after "County") Property or Facilities located at

P.O. Box 260175, Lakewood CO 80226 to engage in the following activities;

CRUISE MOAB,

and in consideration of County's willingness to allow User to use said facilities and/or property, I

Matthew Farr, as the duly authorized agent acting on behalf of the User, herewith agree and promise Indemnify and hold County, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of User, County, and/or their respective officers, agents, officials, members, employees, and volunteers, or any person or persons.

In addition, User agrees to repair, solely at Users Cost, all damage to the County's facilities or equipment arising out of User's use or possession of said facilities or property.

User further agrees and promises to provide County with Certificate of Insurance verifying that User has acquired insurance sufficient to support User's promise to Indemnify and Hold County Harmless as outlined above.

User acknowledges that User has been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Indemnification / Hold Harmless / Release of Liability Agreement.

User understands and agrees that, by signing this Indemnification / Hold Harmless / Release of Liability Agreement, that User relinquishes all rights or claims to adjudication or recourse to which User may be entitled in relation to any damages or injury that may arise out of the above described activities.

User warrants that User enters into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

User warrants that User has entered into the releases and waivers contained in this Agreement voluntarily and that User makes them without any duress or undue influence of any nature by any person or entity.

User agrees to assume all risk, chance or hazard that any loss sustained by User or any other person or entity may be greater or more extensive than is known, anticipated or expected.

Signature of User Agent

Date: 12/6/2021

MATTHEW FARR

Printed Name of User Agent

GRAND COUNTY
FACILITIES
RENTAL AGREEMENT

Event Name Cruise Moab

Event Date April 25, 2022 – April 30, 2022

Event Contact Person Matt Farr

Contact Person's Cell # (303) 918-7099

Contact Person's Email mattfarr@gmail.com

It is the Renter's responsibility to confirm event dates on the OSTA website to ensure accuracy. Go to: http://www.grandcountyutah.net to view our Calendar.

√	**Possible requirement(s) for your event*** *** Please consult ____ for more information**	**Recommended Time Frame**
	Special Event Permit (County)—not needed for small events	6-12 months prior
	Sponsors (budgets are set 3 months prior to new year)	1 year prior
	Temporary Alcohol Permit (County & State approval required)	3 months prior
	General Commercial Insurance (Grand County must be designated as Additional Insured)	2 months prior
	Security Deposit by separate check (determined per OSTA policy), from which the non-refundable $50.00 Booking Fee shall be deducted	2 months prior
	Safety Plan (required for some events at the discretion of OSTA's Manager)	Prior to contract signing
	Temporary Business Permit for each out of County vendor ($10 payable to Grand County)	At event
	Payment for Event per Grand County Code Section 3.06.110 (Fees of the Old Spanish Trail Arena Recreation Complex)	Last day of event or up to 1 week after
	Security Deposit refund less deductions for damage, if any	Within 30 days

Old Spanish Trail Arena (435) 259-6226 or (435) 259-1311

Old Spanish Trail Arena Conditions of Conduct

General rules
Children must not be subject to alcohol or drugs in any area that they are occupying.
Children must be supervised at all times.
No walking on bleacher tops by anyone.
No access behind bucking or roping chute areas for any person not involved with an equine event involving roping or bronc/bull riding. Only exception is to retrieve a ball.

Sound
Music or speech decibel rating from sound systems must not in excess of 85db

Alcohol
Alcohol must be in cans only (pull rings must not be left on the floor-No glass containers are allowed on the arena dirt or grass areas. Intoxicated persons will be asked to leave the facility

Event shut down times
Ballfields events curfew 10:30pm to 7am
Arena events curfew 12pm to 7am

Motorized Vehicles
No vehicles are allowed on any concrete (this includes the pavilion and walkway, foot paths, concrete slabs outside arena doors.
Motorized vehicles can access the arena dirt areas when authorized by OSTA staff.
Drivers will not spin motor vehicle wheels on any surface and will obey the speed limits while driving on site. 20mph on roads, 10mph near pedestrians, livestock and near buildings.

Smoking
Smoking is not allowed in the buildings and within 25 feet of a door or window. Any cigarette butts left in the arena or outside the arena will be the responsibility of the event manager to have them cleaned up.

Building surfaces
Building surfaces equipment and furniture if damaged or removed from site will be paid for by the event manager at the replacement cost.

Inappropriate behavior
Anyone that is abusive, argumentative or threatening to another person on site will be removed from the site either voluntarily or by a sheriff's department officer.

Security Deposits
A portion or all of a security deposit will be withheld by Grand County for violation of the above and the time taken to resolve the issue.

OSTA Security
OSTA Staff will be required at cost of event holder for all events where alcohol is served or live entertainment is present, min. of 2 staff.

*****Violation of any rule revokes loss of deposit.**

GRAND COUNTY
FACILITIES RENTAL AGREEMENT

This **FACILITIES RENTAL AGREEMENT**, entered into by and between Grand County, a Utah political subdivision (hereinafter "County"), which owns the following facility known as: **The Old Spanish Trail Arena** ("OSTA") located at 3641 S Hwy 191 (hereinafter "Owner"), and __Cruise Moab_____ (hereinafter "Renter").

TERMS AND CONDITIONS

Facilities: **The Old Spanish Trail Arena Recreation Complex**

Purpose of Function: Cruise Moab

Term of Use: Starting April 25, 2022 Ending April 30, 2022

Charges by line Item:

Items Charged	# Of Days/hrs	Amount	Amount Total
Indoor Arena	6	$450.00	$2,700.00
Soft Compacting of Arena Floor	1	$250.00	$250.00
Tables ($2 each per day x 4 days @ 6 tables)	24	$2.00	$48.00
Chairs ($1 each per day x 4 days @ 36 chairs)	144	$1.00	$144.00
OSTA Cleaning Wed (4 hours @ $30 an hr. x 2 employees)	4	$60.00	$240.00
OSTA Cleaning Thur (4 hours @ $30 an hr. x 2 employees)	4	$60.00	$240.00
OSTA Cleaning Fri (6 hours @ $30 an hr. x 2 employees)	6	$60.00	$360.00
OSTA Cleaning Sat - Final Clean (4 hours @ $35 an hr. x 2 employees)	4	$70.00	$280.00
ALL CAMPING FEES WILL BE PAID DIRECTLY TO OSTA. ALL CAMPERS WILL NEED TO OBTAIN A CAMPING TAG THROUGH OSTA.			
			$0
Non-Refundable Administration Fee	1	$300.00	$300.00
Total Cost of event (subject to ticket sales, business licenses, and concession sales)		**Sub Total:**	**$4,562.00**
Refundable security Deposit	1	$450.00	$450.00
Extended total including refundable security deposit		Total:	$5,012.00

Security Deposit

Renter shall pay to County $750.00 as a Security Deposit, $300.00 of is a Non-refundable Administration Fee pursuant to Grand County Code Section 3.06.110. County shall return the Security Deposit to Renter within thirty (30) days of the termination of this Agreement, subject to forfeiture provisions below. County shall apply the Security Deposit towards the costs of cleaning/damage to the property/furniture in the event the renter returns Property to County in worse condition than the Inspection Report of Facility (hereinafter "Inspection"), attached as Exhibit "A." County may assess additional fees and costs to Renter in the event of damage to the facility, or furniture over and above the cost of cleaning/replacement.

Duties of Renter

Immediately upon entering into possession of the Property, Renter shall inspect the Property for safety and usability of the Property for its intended purpose utilizing the Inspection Report of Facility (see attached Exhibit "A," hereinafter "Inspection"), and Renter shall then immediately report to County any preexisting damage to the Property (contrary to any pre-existing damage shown on the Inspection), or the existence of any danger on the Property which may cause injury to Renter, or Renter's guests. At the end of the rental term, Renter shall clean and restore the Property to its condition before rental and return possession of the Property to County. If Renter or Renter's guests or invitees cause any damage to Property, Renter shall immediately report the damage to County, and Renter shall repair damage during the rental term.

Serving of Alcohol

Renter may serve alcohol on premise when done so in accordance with all Federal, State, and Local laws. Renter shall warrant that all servers of alcohol have the necessary licenses and certificates required to serve alcohol. Renter shall assume all liability in serving alcohol and provide at Renter's sole expense insurance coverage that includes serving alcohol. Renter shall further include County as an Additional Insured on such insurance policy. Proof of insurance shall be submitted sufficient to the County's Insurance Coordinator that liability with serving alcohol is included with insurance coverage. Proof of insurance shall be in the form attached as Exhibit "B."

Indemnification

Renter shall release, Indemnify, defend, and hold harmless County from any and all claims, losses, judgements, expenses, fees (including attorneys' fees), and costs asserted against or incurred by County or arising from any action of Renter, its guests and invitees, or its use of the Facility or this Agreement, regardless of cause, unless due solely by the negligence of the County. Renter also guarantees to have all participants in activities that involve physical exertion shall complete and execute the Participant's release form attached in Exhibit "A" prior to participating in the event.

Breach and Liquidated Damages

If Renter breaches any provision of this Agreement, and damages suffered by County cannot be estimated, calculated, or determined, then Renter shall forfeit the entire Security Deposit to County as liquidated damages. In addition to forfeiture of the Security Deposit, nothing in this provision or this Agreement shall prevent County from pursuing other legal remedies to seek relief or compensation for damages above and beyond the amount of the Security Deposit.

Termination

Either party may terminate this Agreement by providing written notice 30 days in advance of the termination date. Notice is effective upon receipt. In all cases the County may terminate this agreement in fewer days specified herein when the County is notified that the event for which the facility is rented for will violate or may likely violate any city, county, state, or federal law.

Termination by Damage Not the Fault of Renter

Upon prior written notice of twenty-four (24) hours, effective upon receipt, County may terminate this Agreement and retake exclusive possession of the Property if fire, natural causes or disaster, or a previous renter destroys the Property to the extent that it may no longer be used for its purpose, in which case, County shall return to Renter the Security Deposit and all unused rental fees, calculated on a prorated daily basis.

Special Terms and Conditions

The Property is unique, and as such, may require special terms and conditions in addition to those listed above, which are listed more particularly on the attached Exhibit "D", incorporated within this Agreement by reference, and to which this Agreement is subject. The County cannot accept any liability during an event for loss of comfort, services, equipment and the like due to weather, accidental shutoffs and breakdowns. Every effort will be made to ensure continuance of an Event through temporary means and pre-planning etc.

Attorneys' Fees

In the event of a legal proceeding to enforce the terms of this Agreement, for each claim, the Court shall award the prevailing party its reasonable collection costs, including attorneys' fees and costs, incurred in enforcing this Agreement and asserting or defending the claim.

Venue and Jurisdiction

The parties hereunder consent to the jurisdiction of the 7th District Court in Moab for adjudication of any dispute, transaction or occurrence arising out of this Agreement and the laws of the State of Utah shall govern this Agreement.

Entire Agreement/Amendment

This Agreement, and its exhibits, contain the entire agreement of the Parties with regards to the rental of the Facility and shall be binding and inure to the benefit of each party's respective employees, agents, successors and assigns. This Agreement may not be altered or amended except by a writing duly executed by the Parties.**IN WITNESS WHEREOF**, the Parties have executed this Agreement, subject also to the Special Terms and Conditions contained within Exhibits "A", "B", "C", and "D." All photocopies, or fax transmissions of this Agreement shall have the same force and effect as the original, whether executed by the parties contemporaneously or separately and transmitted by fax.

Renter -Dated: 1/28/2022

Signature: Matt Farr

By: Matt Farr (Printed name)

Address: 7337 S. Hudson Way
Centennial Co 80122

Phone: 303-918-7099
Email: mattfarr@gmail.com

County Dated: January 26, 2022

Signature: _____

By: Angela Book (Printed name)

Its: OSTA Director

Address: 3641S Hwy 191 Moab UT 84532

Phone: (435) 259-1311 or (435) 259-6226
Email: abook@grandcountyutah.net

Exhibit "A"

Participant's Release Form

GRAND COUNTY RELEASE AND WAIVER OF LIABILITY & PARENTAL PERMISSION, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

EVENT(s): Cruise Moab

Date(s): 4/25 - 4/30/2022

Location: Grand County-The Old Spanish Trail Arena 3641 S. Hwy 191 Moab, Utah 84532

The undersigned hereby states that he/she is an adult participant or the parent or legal guardian of the below named minor participant, and that the said parent or legal guardian grants permission for said minor participant to participate in said event(s). Furthermore, the parent or legal guardian:

1. **Hereby acknowledges that the activities of the above-named event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage and hereby assumes full responsibility for any risk of such injury, death or damage whether caused by negligence of releasee or otherwise.**
2. **Hereby agrees to indemnify, save and hold harmless Grand County, grand county special service district, and each agency designee, agent, and employee,** for any loss, liability, damage, or cost they may incur arising out of the participation of the undersigned's child or the minor over which the undersigned has legal guardianship in the event(s) whether caused by the negligence of the releasees or otherwise.
3. **Hereby agrees** that the hold harmless, and indemnity agreement extends to all acts of negligence by the releasees, including negligent rescue operations or procedures of the releasees or any person aforementioned.
4. **Hereby agrees to release from liability, indemnify, save and hold harmless releasee, and each of its designees, agents, and employees,** for any loss, liability, damage, or cost they may incur due to, health, sickness (including the current outbreak of equine herpes virus), injury, or possible death of any pet or livestock, including health concerns that may appear later after the undersigned's participation in the event(s).
5. **Herby agrees to release from liability, indemnify, save and hold harmless releasee, and each of its designees, agents, and employees,** for any loss, liability, damage, or cost they may incur due to, accident to themselves or others, health, sickness, or injury by flying a hang glider, para-gliders, motorized ultra-lite or similar flying machines including health concerns that may appear later after the undersigned's in activities with the before mentioned aircraft/flying machine. Any crash or accident involving yourself or a third party will be your sole responsibility.

I have read the forgoing agreement, fully understanding its terms, understanding that i have given up substantial rights by signing it, and have signed freely and voluntarily without inducement, assurance or guarantee being made to me. Adults signature must be added alongside child's name

	Adults Name	Adults Signature	Childs Name	Childs Signature
1				
2				

	Adults Name	Adults Signature	Childs Name	Childs Signature
3				
4				
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	Adults Name	Adults Signature	Childs Name	Childs Signature
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Note extra pages may be added above.

Exhibit "B"

Inspection Report of Facility

Property: The Old Spanish Trail Arena Recreational Complex 3641 S. Hwy. 191, Moab, Utah 84532

The County has inspected the Property and found it to be in the condition described below. Renter agrees to inspect the real property immediately upon entering into possession of the real property or the beginning of the term of rental (whichever occurs first) and notify County of any pre-existing damage dangerous condition on the property. Failure by Renter to inspect and notify County shall be construed as a waiver of any future claim for damages and as acquiescence to and the County's inspection. Items identified as unclean prior to event omitted.

(Include below a description of various aspects of the property, e.g.: tables, chairs, equipment, carpets, walls, restrooms, etc., that the County will inspect immediately prior to the term)

Arena	Ballfields
Furniture cleaned -tables, chairs, chalkboards, carpet, blinds- If used	**Furniture cleaned** -tables, chairs, chalkboards, carpet, blinds
Building surfaces cleaned -floors, walls, ceilings, windows, bleachers- If used	**Building surfaces cleaned** -floors, walls, ceilings, windows, bleachers
Building fixtures cleaned- toilets, urinals, basins, mirrors	**Building fixtures cleaned-** toilets, urinals, basins, mirrors
Garbage's- pick up all garbage, empty and reline trash cans into dumpsters	**Garbage's-** pick up all garbage, empty and reline trash cans into dumpsters
Grounds-pick up garbage and manure.	**Grounds-** repair damage to grass and fences, pick up garbage
Arena- No animal excrement left in the arena –must be cleaned up before leaving.	**Fields- No animal excrement on the fields – must be cleaned up before leaving**
Stalls- clean and remove manure to specified onsite dump	

Exhibit "C"

Proof of Insurance

Renter has submitted and the County's Insurance Coordinator has approved the Proof of Insurance to cover the Renter's duty to indemnify, described in this agreement. Proof of insurance is attached in this Exhibit.

Renter shall designate Grand County Utah as an Additional Insured on all such insurance policies and provide proof of the same.

Insurance values

Each occurrence	**$2,000,000**
Damage to rented premises	**$1,000,000**
Personal Injury	**$1,000,000**
General aggregate	**$2,000,000**
Products Comp/OP AGG	**$1,000,000**

Renter warrants having all participants in sporting events or activities that involve physical exertion to complete and executed the Participant's Release Form attached in this Exhibit.

Exhibit "D"

Special Terms and Conditions

Renter herewith agrees to abide with the following special terms and conditions as described below or a separate page labeled as Special Terms and Conditions and attached to this agreement. If a separate page is attached each page shall be initialed by the County's authorized agent and renter.

1. **Cleaning:** User Cleans, Renter is responsible for the cleaning, sanitizing, sweeping and mopping all restrooms that are used (trash, toilet paper, etc.), emptying of the trash cans inside and outside of the rented facility, and cleaning of the rented facility as necessary. User is also responsible for putting away any tables and/or chairs that are used during the event. Bleachers and Dugouts must also be cleaned after event. OSTA staff is available to clean during event but event holder will be charged appropriate fees according to the authorized fee schedule. In the event that the event holder would like to have OSTA staff clean before/during/ or after event, OSTA must be informed before the start date of event to discuss what hours are needed for OSTA staff to be present for cleaning. OSTA staff will only be available to clean during the agreed upon hours. If event is using stalls, it is the event holder's responsibility to make sure stalls are cleaned up after event unless otherwise stated in contract. If OSTA staff has to clean stalls and it is NOT stated in contract, event holder will pay a fee of $5 per stall to be cleaned and a minimum of $35 for the tractor fee.

2. **Set Up and Take Down**: Renter is responsible for the set up and take down before/during/and after the event. Renter is also responsible for the care and management of their own equipment. OSTA is not liable for any damages or theft that may occur to renter's equipment during the event duration. If event holder needs assistance from OSTA staff to assist with set up and/or take down of event, event holder will be charged the appropriate fees according to the authorized fee schedule and should inform OSTA before start date of event to discuss what hours are needed for OSTA staff to be present for assistant with set up and/or take down.

3. **Banners/Posters/Signs**: NO Banners/Posters/Signs etc. are to be hung on ANY painted surfaces. If Banners/Posters/Signs etc. are hung on any painted surface Renter will be responsible for the repainting of that area if damaged and it will be taken out of the security/cleaning deposit. No tape is to be used to hang up posters and the like and all zip ties etc. shall be placed in garbage during clean up period.

4. **Access to Stalls**: Renter must allow stall renters, and other customers & client access to stalls and or other rentable areas not involved in this event and this for the duration of the entire event. Overnight stall renters use designated overnight stalls that will be available in the central barn area, unless arrangements have been made prior for event holder to rent all central stalls. Under these circumstances, OSTA will use the north stalls for overnight rentals during this event. In the example of a non-equestrian event renting the full facility, overnight stalls will remain in north barn area. OSTA will designate the stalls and the 'access road' needed to allow trucks with horse trailers to pull through and turn around and exit during the event. If any arenas on facility are not being rented, event holder must also

allow other event renters and local equestrian riders access to arena(s) and areas that are not being rented.

5. **Contact Information**: Contact information from both OSTA and Renter must be provided before Event begins. OSTA employees will only work with Renter's designated representatives and any requests must be channeled through these representatives.

6. **Removal of Equipment/Property:** No privately owned or personal equipment or property may be left on OSTA property after events conclude unless agreement is made prior. Any item(s) left over 30 days, without agreement of such, shall become the property of Grand County and shall be disposed of according to the law.

7. **Staff Parking:** During the event duration the event holder must **ALWAYS** leave the parking spaces in front of the OSTA Office door available for OSTA Staff. That will include AT LEAST FIVE vehicle spaces available **AT ALL TIMES.** These spaces have 'OSTA Employee Parking Only' signs and if someone other than an OSTA employee is parked in these designated parking stalls they will be towed at Owners Expense.

8. **Traffic Laws:** All guests, participants and vehicles drivers must obey the laws of the land which also apply on the Old Spanish Trail Arena site. Any infractions will be referred to the Sheriff's Department.

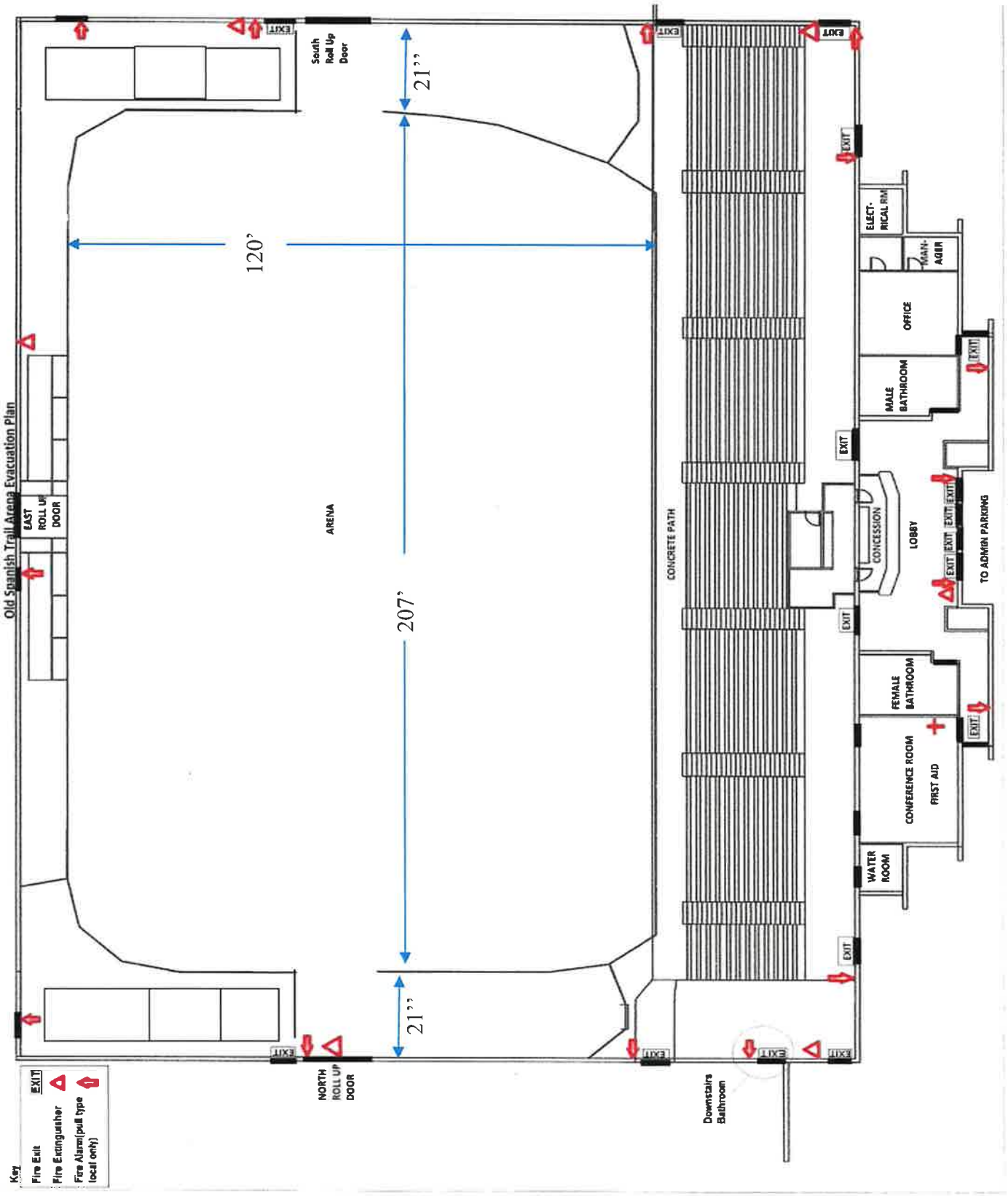
   - Speed limit is 20mph maximum on roads and 10mph maximum around buildings and people. The speed limit is for personal safety of the public and to reduce the advent of dust.
   - No parking in front of Fire Exits or on emergency access roads as agreed with event holders.
   - No speeding, excess noise or burn outs or the like will be tolerated from vehicle drivers.
   - There is no access to and from site for non-street licensed vehicles except by trailer.
   - No vehicles are permitted on gardens, grass, ponds, pavilion, curb and footpath concrete

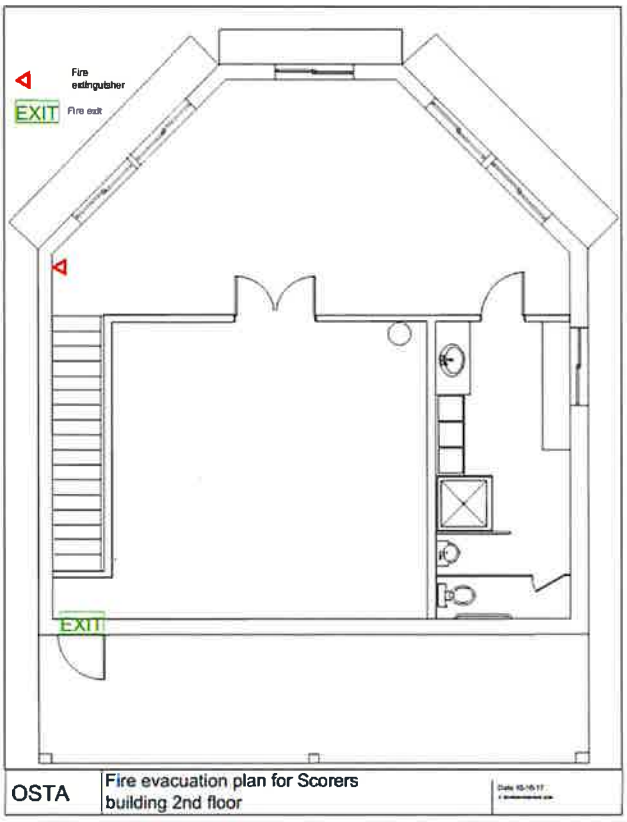
9- **Evening Hours:** There is a requirement that all event activity should cease at 12:30 a.m. except for cleaning & security operations for Arena area and 10:30pm at the Ball Fields.

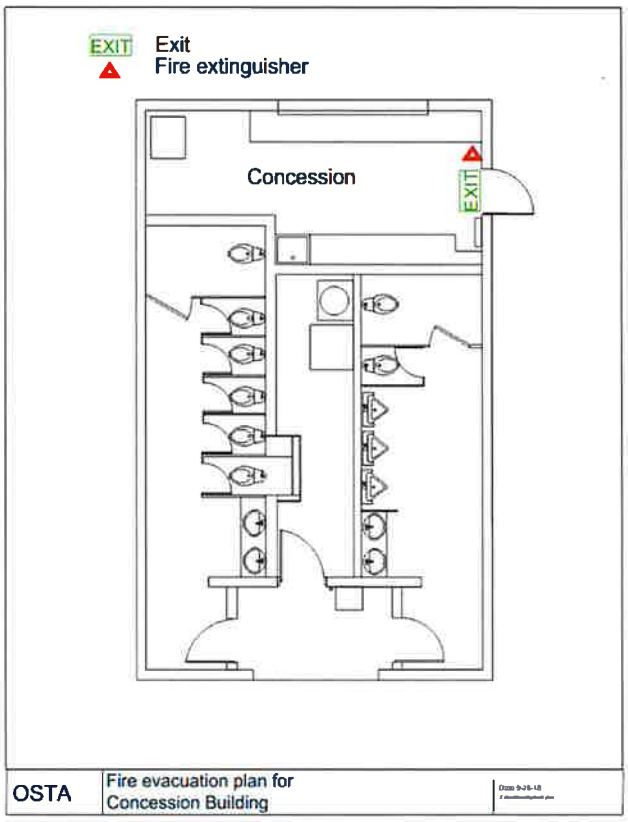
It is the Renter's responsibility to enforce all rules and to protect areas of The Old Spanish Trail Arena community asset being used for their event.

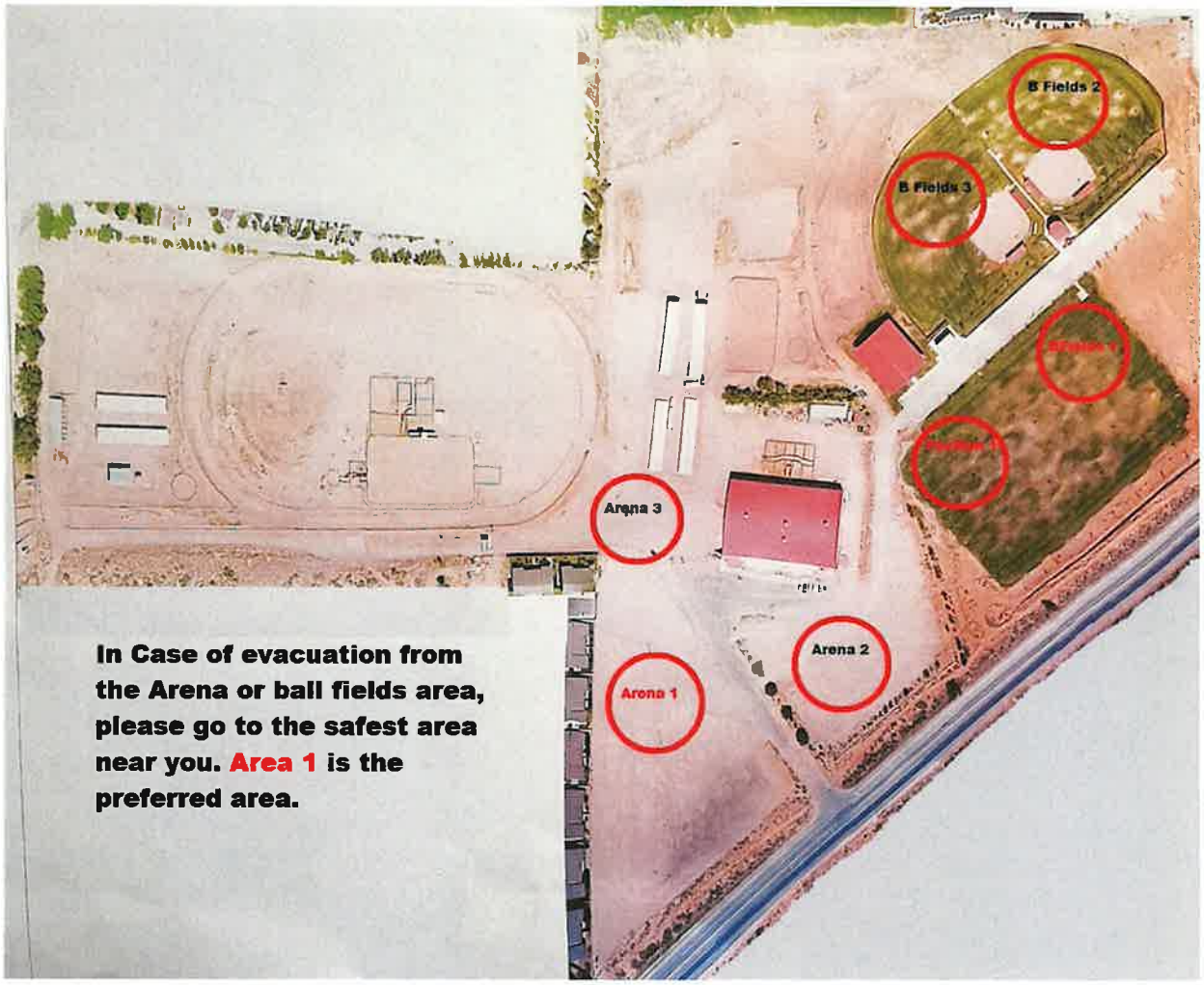
I hereby have read and agree to special terms and conditions.

Signature _____ **Date** 1/28/2022


Old Spanish Trail Arena Evacuation Plan
Key
Fire Exit
EXIT
Fire Extinguisher
Fire Alarm(pull type local only)
EAST ROLL UP DOOR
ARENA
South Roll Up Door
NORTH ROLL UP DOOR
120'
207'
21''
21''
CONCRETE PATH
Downstairs Bathroom
ELECT-RICAL RM
MAN-AGER
OFFICE
MALE BATHROOM
CONCESSION
LOBBY
TO ADMIN PARKING
FEMALE BATHROOM
CONFERENCE ROOM
FIRST AID
WATER ROOM


Fire extinguisher
EXIT
Fire exit
EXIT
OSTA
Fire evacuation plan for Scorers building 2nd floor


EXIT
Exit
Fire extinguisher
Concession
EXIT
OSTA
Fire evacuation plan for Concession Building


B Fields 2
B Fields 3
Arena 3
Arena 2
Arena 1
In Case of evacuation from the Arena or ball fields area, please go to the safest area near you. Area 1 is the preferred area.

Emergency Information

Old Spanish Trail Arena

Emergency Medical Services (EMS) ----------> 911

Event Location:

Old Spanish Trail Arena
3641 S. Hwy 191
Moab, UT 84532

Urgent Care Services:

Moab Regional Hospital
450 W Williams Way
Moab, UT 84532

Directions to Hospital:

- **Starting from US-191 N**
- **Head northwest on US-191 N toward W Lemon Ln**
- **Turn left onto W 100 S/1st S St**
- **Continue to follow W 100 S**
- **Take the 2nd left onto Williams Way**
- **Arriving at 450 W Williams Way**
- **Total: 5.7 mi - about 9 minutes**

Other Emergency Contacts:

Grand County Sherriff's Department →	**435-259-8115**
Moab City Police Department →	**435-259-8938**
Moab Fire Department →	**435-259-5557**

Arena Manager 435 259 6226 or 435 259 1311
If there is any emergency, please call the Arena Manager after first calling the relevent emergency response departments.

For all building problems please call the Arena Manager.

COMPLIANCE PLEDGE

This COMPLIANCE PLEDGE is made this 20th day of Jan. 2022 by Matt Farr personally ("Applicant"), and on behalf of Cruise Moab (the "Business/Organization"), and in consideration of requesting and obtaining a special event permit in Grand County for Cruise Moab (the "Special Event"). The Applicant and Business/Organization shall be referred to collectively herein as Applicant.

1. Applicant hereby acknowledges and understands that:

a. COVID-19 is a contagion that spreads from person to person. The Southeast Utah Health Department ("SEUHD") recognizes the need for the public to continue to work cooperatively and proactively to slow the spread of COVID-19 and to address the myriad challenges that may arise due to COVID-19. Since March of 2020 and continuing to today, SEUHD has repeatedly found that this need is especially present in Grand County.

b. Similarly, SEUHD has found that COVID-19 poses a continuing and immediate threat to the public health of Grand County residents and visitors. The Delta variant of the COVID-19 virus is the dominant strain actively circulating in Grand County and is more contagious than the original virus and other variants. Grand County is now exceeding the thresholds set in March 2021 by the Utah Legislature in House Bill 294, which terminated all public health orders related to COVID-19 upon the occurrence of three events, only two of which remain relevant.

c. Currently, Grand County is in a High Level of Transmission under criteria separately established by the State of Utah and the Centers for Disease Control and Prevention (CDC). As of late summer 2021, Grand County has an 8.5% positivity rate, and a case rate of 297 per 100,000 population. Statewide, Utah hospitals have an 82% total ICU utilization rate, with 28.9% ICU COVID19 utilization. As such, Moab Regional hospital has had occasions where it has been very difficult to find a bed for patients that need to be transported.

d. The Grand County Commission has adopted Ordinance No. 634 (2021) which modernized the County's special events permitting process, created safer events through additional enforcement and limitations protocols, and codified certain COVID-19 regulations (the "COVID Regulations");

e. Utah Statute §17-53-223 allows a county to make all regulations necessary to provide for the safety, and preserve the health, peace and comfort of the county, it's inhabitants, and property, and Utah Statute §17-50-302 provides that a county may exercise a power, or perform a function, that is reasonably related to the safety, health, morals and welfare of the county inhabitants, except as limited or prohibited by statute;

f. Under Utah Statute § 53-2a-209, all orders, rules, and regulations promulgated by a county, and not in conflict with existing laws, shall have full force and effect of law during the state of emergency.

2. Applicant further hereby acknowledges and understands that:

a. COVID-19 is caused by a virus that spreads easily from person to person, and may result in serious illness or death, and has been characterized by the World Health Organization as a worldwide pandemic;

b. An infected individual can transmit COVID-19 even if the individual does not present symptoms or know that one is infected;

c. Grand County is located in rural and remote Southeast Utah and served by the Moab Regional Hospital which has no intensive care unit and has very limited capacity to care for severe COVID-19 patients;

d. Grand County desires to protect its residents, visitors, and economy by ensuring special events are capable and committed to compliance with health mandates and orders;

e. For these reasons, there is no medical exemption at Special Events in Grand County for individuals who cannot or are unwilling to wear a Face Covering; and

f. **Failure to enforce the COVID-19 Plan or the COVID Regulations, each as amended, may lead to the immediate closure of the Special Event, criminal or civil penalties as the law allows, and/or suspension of the Applicant's eligibility for permits in Grand County for a period of at least one (1) year.**

3. Applicant hereby promises and agrees to:

a. Adhere strictly and enforce its COVID-19 Plan, submitted and approved by Grand County, and the COVID Regulations, each as amended, at all times during the Special Event, including denial of entry to or participation in the Special Event for any participant, patron, vendor, volunteer, staff, or agent who does not wear a Face Covering or otherwise violates the COVID-19 Plan or the COVID Regulations;

b. Post conspicuous signage at all event staging areas that: (i) lists COVID-19 symptoms; (ii) asks individuals experiencing COVID-19 symptoms to stay home; and (iii) provides notice of face mask and physical distancing requirements; and

c. Provide access to the Special Event to Grand County, its staff and officials, for unannounced inspections during the Special Event to ensure compliance with the permit conditions, COVID-19 Plan and COVID Regulations.

APPLICANT, Individually

_____	_____
Name:	Name:
Date:	Date:

BUSINESS/ORGANIZATION

_____	_____
Name: Matt Farr Date: 1/20/2022	Name: Date:
Title: Chairman, Cruise Moab	Title:

STATEMENT OF AUTHORITY

RISING SUN FOUR WHEEL DRIVE CLUB OF COLORADO
CRUISE MOAB EVENT

Entity Name: RISING SUN FOUR WHEEL DRIVE CLUB OF COLORADO

Type of Entity: Nonprofit Corporation

Formation State: Colorado

Mailing Address: P.O. Box 260175, Lakewood, CO 80226-0175

Name and Position of Each Person Authorized to Bind the Entity and Execute Contracts for the Entity: **Matthew Farr**

Such Authority is: _X_ NOT LIMITED ____ LIMITED as follows:

This Statement of Authority is Executed by the Entity pursuant to Utah Law.

This Statement of Authority amends and supersedes all prior Statements of Authority which shall be of no further force or effect.

Effective Date:

ENTITY NAME:

By: MATTHEW FARR
Its: Cruise Moab Event Chair

By:
Its:

By:
Its:

By:
Its:

COVID-19 EVENT PLANNING TEMPLATE

In accordance with Governor Herbert's Executive Order, event size can exceed 50 individuals if organizational oversight can be provided that ensures guidelines are followed. Formal organizations are required to complete the following event management template to assist their efforts to plan a safe event. This document must be kept and available for inspection by the local health officer or their designee.

Event Details:

Event Name:	2022 Easter Jeep Safari		
Event Location:	OSTA 3641 S. HWY 191	Moab	84532
	Address	*City*	*Zip*
Party Responsible for Organizational Oversight:	RR4W C/O Rex Holman	Moab	84532
	Address	*City*	*Zip*
	holmanrex5@gmail.com		435-260-1064
	Email Address		*Phone*
Event Dates:	March 8, 2022	March 18, 2022	
	Start Date	*End Date*	
Anticipated Number of Attendees:	900-1200	2500-5000	
	Per Day Total	*Grand Total*	

Event Type

- ❑ Static: *events where the attendees primarily enter, watch and depart*
- ❑ Interactive: *events where attendees create a traffic flow and interact with each other*
- ❑ Participant: *events where attendees primarily participate in an activity or production*
- ❑ Community: *events with many activities and populations centers and likely a random traffic pattern*

Employees, Volunteers, Players, Performers, Actors, Etc.

Checklist:

- ❑ Symptom checking symptoms checked (checklist or verbal), including temperature checks when feasible
- ❑ Face coverings are worn in settings where other social distancing measures are difficult to maintain
- ❑ Ensure that face coverings are available
- ❑ Provide accommodations to high-risk employees & volunteers; minimize face-to-face contact, assign tasks that allow these individuals to maintain a 6-foot distance from other employees or customer
- ❑ Comply with distancing and hygiene guidelines

Tracking Attendance:

Must have the ability to track attendance, please describe your plan to track attendance to support contract tracing.

We are a 4 wheeling event called Cruise Moab. This is our 25th annual event. Participants select all their trails in advance on our website using a computer or phone. This allows us to have registrants register for what trails they want to participate in without coming into contact with another individual. We collect all of our registrant's contact information during the online registration. Participants will check in every morning with the trail leader (outside). If we need to track who came in contact with another individual, we have all of the records from each trail on each day. If we make a change on who's on a trail, we will make that change online as well so our records are up-to-date.

Social Distancing

A 6-foot distance must be maintained between household groups at all times including while seated, limiting the number of people in a confined area to enable adequate distancing at all times, and congregating at any point is not allowed. Please describe your plan to maintain appropriate social distancing throughout the event.

Social distancing will be encouraged with posted signs and annoucements. Masks will be required in all Grand County Buildings while in the High risk for vaccinated or un-vaccinated individuals. While in Moderate or low risk mask's are required for unvaccinated individuals. Frequent handwashing signs will be posted, along with hand sanitizer at all entry/exit points.

The Grand County Special Event Ordinance 816.180.3 will be followed as written -

8.16.180 COVID-19 Regulations

8.16.180.1 Guidelines

All Grand County Permittees and Special Events shall comply with the Utah Transmission Index Guidelines, or similar state COVID-19 guidelines in effect at the time of the Special Event (“Guidelines”) as well as any effective Joint Public Health Order of the County and Southeast Utah Health Department (“Order”).

8.16.180.2 Definitions

“COVID-19” means the Novel Coronavirus Disease 2019 caused by Severe Acute Respiratory Syndrome Coronavirus 2, also known as SARS-CoV-2;

High-Risk Attendees

Set an established window time for high-risk groups to come in without pressure from crowds and/or separate entrances and queues, please describe your plan to accommodate high-risk attendees.

Cruise Moab is mainly a trail event, so people will be in their vehicles most of the time, coming in contact with only the friends and family they came with. We will offer early check-in for any high risk attendees on Wednesday. Most of the event occurs outside on the trail so the risk is minimal.

It will be encouraged that high-risk individuals do not attend registration pick up, and only participant in trails. This will give high-risk individuals the ability to attend the event but ensure their safety in their personal vehicle. If it is necessary for high-risk individual to enter registration they will be asked to have a non-high-risk participant to pick up their packet information. High-risk individuals will be discouraged from attending the indoor portion of the vendor show.

Signage

Maintain signage to remind and help individuals stand or sit at least 6 feet apart, please describe your plan to maintain signage including the number of anticipated signs as well as locations.

Cruise Moab will have signage at the starting area reminding people to stay in their vehicles and to keep a distance of 6 feet. We will have extra masks on hand for participants if a mask is needed, we will remind participants of the agreements that they made before coming to the event, ask them to leave if they won't comply, and contact local law enforcement if needed.

OSTA will have all proper social distancing signage, mask requirements, frequent hand washing, and hand sanitizer station signs posted through out the indoor facility. RR4W will have signage posted outdoors encouraging social distancing, hand washing, and hand sanitizer stations.

Payment Options

Encourage contactless payment; disinfect between transactions at facility stores/gift shops and comply with other retail recommendations, please describe your plan for payment.

We will recommend electronic payments at our on site registration area. Cash sales will be discouraged but not refused. All counter surfaces and materials will be disinfected after each use. All personell will be provided with gloves and disinfecting/sanitizing materials.

Hygiene & Sanitization

Dedicated staff for sanitizing high-touch areas, please describe your plan to provide hygiene and regular sanitization throughout the event.

All restroom facilities at the arena will be cleaned on a regular schedule by the OSTA Staff. This schedule will be on a minimum of a 30 minute rotation schedule. All locations will also have paper towels available, plus waste containers. OSTA has hand sanitizing stations at all entry/exit points. OSTA also has signs posted encouraging proper hand washing.

High touch services will also be on a rotated cleaning schedule by the OSTA Staff.

Concessions

Checklist:

- ❑ Serving and seating protocols consistent with restaurant guidance
- ❑ Any concessions/restaurant seating is compliant with restaurant dine-in guidance
- ❑ Encourage contactless payment
- ❑ To the extent reasonable, serve grab-and-go food items
- ❑ Maintain 6-foot distancing for all lines

Additional Safeguards

Please share any additional planned safeguards or measures being enacted at the event.

Anyone experciencing any COVID symptom will be asked to stay home, this will be posted on the RR4W website.

Face Masks will be provided and available.

Signature

Please provide the signature of the organizational representative that will be responsible for ensuring event oversight.

Rex Holman	RR4W Business Manager
Printed Name	*Title*
Signature	*Date*

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

FEBRUARY 15, 2022

Agenda Item: M

TITLE:	Approving the Special Event Advisory Committee as the Approval Authority for the 2022 Fallen Peace Officer Special Event Permit at Old Spanish Trail Arena
FISCAL IMPACT:	
PRESENTER(S):	Angie Book, Director of The Old Spanish Trail Arena

Prepared By:

Angie Book
OSTA Director
(435) 259-1311
abook@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the Special Event Advisory Committee as the Approval Authority for the 2022 Fallen Peace Officer special event permit.

BACKGROUND:

On January 5, 2021, the County Commission approved Ordinance 623, which included conditions for special event applications that require the Commission to approve or deny. Under Ordinance 623 and subsequent Ordinances 627 and 637, the County Commission is the approval authority for special events applications that meet any of the following criteria:

A. May significantly impact County services or present a considerable risk to the health, safety, peace, comfort or welfare of citizens;
B. Requires approval of an exemption to the Noise Ordinance or a temporary land use not expressly permitted in the Grand County Land Use Code;
C. Involves All-Terrain Vehicles as defined by the Utah Motor Vehicle Act;
D. Is likely to draw in excess of one thousand (1000) Daily Total Attendance for all event locations per day with the; or
E. Is likely to generate unbudgeted fiscal impact on the County (staff time, public safety, etc.); or

On August 17, 2021 the Commission approved Ordinance No. 643, allowing for the submission of a special event pre-authorization list. Events on the pre-authorization list, approved by the Commission, must adhere to the permitting requirements. However, these event permits may be approved by the special event approval authority, without requiring Commission approval. Events on the pre-authorization list take into account the following:

- Event type;
- If the event is recurring;
- If the event and/or applicant are in good standing with the County;
- If the event is locally sponsored; and
- If the event is intended to be cultural, community/family, educational or historical.

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

FEBRUARY 15, 2022

Agenda Item: N

TITLE:	Approving the Special Event Advisory Committee as the Approval Authority for the 2022 Team Rubicon Special Event Permit
FISCAL IMPACT:	
PRESENTER(S):	Angie Book Director of The Old Spanish Trail Arena

Prepared By:

Angie Book
OSTA Director
(435) 259-1311
abook@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the Special Event Advisory Committee as the Approval Authority for the 2022 Team Rubicon special event permit

BACKGROUND:

On January 5, 2021, the County Commission approved Ordinance 623, which included conditions for special event applications that require the Commission to approve or deny. Under Ordinance 623 and subsequent Ordinances 627 and 637, the County Commission is the approval authority for special events applications that meet any of the following criteria:

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C. Involves All-Terrain Vehicles as defined by the Utah Motor Vehicle Act;
D. Is likely to draw in excess of one thousand (1000) Daily Total Attendance for all event locations per day with the; or
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- Event type;
- If the event is recurring;
- If the event and/or applicant are in good standing with the County;
- If the event is locally sponsored; and
- If the event is intended to be cultural, community/family, educational or historical.

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

FEBRUARY 15, 2022

Agenda Item: O

TITLE:	Approving the Commission's Community Impact Fund Board (CIB) prioritized project list for the Grand County local government prioritization process meeting
FISCAL IMPACT:	
PRESENTER(S):	Mallory Nassau, Commission Administrator

Prepared By:

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the Commission's Community Impact Fund Board (CIB) prioritized project list for the Grand County local government prioritization process meeting.

BACKGROUND:

The Southeastern Utah Association of Local Governments (SEUALG) facilitates an annual CIB prioritization meeting for local government entities to vote on project priorities. The Commission's prioritized list will be used by the representative who attends the meeting to vote on behalf of the Commission.

After the meeting, SEUALG finalizes the list with the priorities, based on the voting outcomes. The final list from SEUALG will come to the Commission to approve. The

ATTACHMENT(S):

1. Grand County 2022-2023 CIB List

Grand County CIB List (2022) Entity Updates Pre-Req List for Feb 15 2022 CC Approval

Average Ranking (1-10)	Entity	Project Description	Estimated Total Cost	Application Submission Date	Short Term or Medium Term?	Comments/ Note	Revenue		Request	
							Sources	Shares	Grant	Loan
9	Grand County Municipal Building Authority	New Grand County Office Building	$12,000,000	TBD						
2	Grand County Municipal Building Authority for Old Spanish Trail Arena or Grand County Recreation SSD	Replace Existing Well with Larger One for Ballfield Irrigation	$200,000	2022			Rec Board	$100,000	$100,000	
							CIB	$100,000		
5.5	Grand County for Road Department	Boulder Avenue Conveyance System	$2,500,000	TBD			TBD			
5	Grand County for Road Department	Rim Village Conveyance System	TBD	TBD			TBD			
8.75	Thompson Springs Water District	Capital Infrastructure and Improvements	$500,000	TBD						
9	Castle Valley Town	Update 1988 Drainage Study & Recommendations	$35,000	TBD			Local		$35,000	
							CIB	$35,000		
9.75	Grand County for Community Development and Road Department	Spanish Valley Drive Multi-use Pathway	$4,196,000	2022/2023			CIB	$3,500,000 Grant & Loan (ZL)		
							Grand County Impact Fees	Unable to use funds until Impact Fee Facilities Plan (confirm)		
							Local Option Sales & TRT	Bill J. & Chris B. pending + Qs		
8.5	Grand County for Road Dept.	Re-Alignment Improvements to Spanish Valley Drive and Millcreek Drive Intersection (including Storm Drainage)	$1,500,000	TBD			B Road Funds	33%	$500,000	
							CIB	66%	$1,000,000	
8	City of Moab	Culinary Water Storage Tank (1.5 million gallon)	$3,000,000	8/2021			Division of Drinking Water	$2,000,000	$500,000 (grant)	
							City Impact Fees	$500,000		
							CIB	$500,000		
6.5	Grand County	Half-Mile Gap of Colorado River Pathway	$2,510,000	TBD			Local	TBD	TBD	
							FLAP	TBD		

Grand County CIB List (2022) Entity Updates Pre-Req List for Feb 15 2022 CC Approval

Average Ranking (1-10)	Entity	Project Description	Estimated Total Cost	Application Submission Date	Short Term or Medium Term?	Comments/ Note	Revenue		Request	
							Sources	Shares	Grant	Loan
		(Phase A, paved path & high retaining wall)					CIB	TBD		
							UDOT	TBD		
6.25	Grand County	Half-Mile Gap of Colorado River Pathway (Phase B, elevated paved path/bridge)	$4,334,000	TBD			CIB	TBD	TBD	
6	Castle Valley Fire District	Castle Valley Fire Station and Interagency Regional Center	$750,000	TBD			CIB	$750,000	$750,000	
5.25	Solid Waste District	Klondike Landfill Infrastructure and Capital Equipment Upgrades	$1,500,000	2022						
5.5	Solid Waste District	Moab Landfill Above Ground Truck Scale(s) and Water Infrastructure Installation	$150,000	TBD			Local	$75,000	$37,500	$37,500
							CIB	$75,000		
7.75	Solid Waste District	Infrastructure Improvements and Expansion of Recycling Center	$600,000	2022			Local	$300,000	$150,000	$150,000
							CIB	$300,000		
4.25	Solid Waste District	Improvements to Access Road to Klondike Landfill	$250,000	TBD						
7.5	GWSSA	Water Efficiency and Conservation Improvements	$2,300,000	2024			Local	TBD	TBD	
							CIB	TBD		
6.25	Town of Castle Valley	Ingress/Egress Improvement Project (Note: Culvert under Castle Valley Drive)	$230,000	TBD			Local	$30-50,000	$130,000	
							USDA	$50,000		
							CIB	TBD		
6.7	City of Moab, Grand Co., San Juan Co., & Grand Water & Sewer Service Agency, USGS	Ground Water Study – Mathematical Modeling	$300,000	TBD			City of Moab	TBD	TBD	
							Grand County	TBD		
							San Juan	TBD		
							GWSSA	TBD		
							CIB	TBD		
							USGS	TBD		
7.5	Grand County	Jackson Street Drainage Mitigation Project Phase II – Conveyance System to Pack Creek	$2,711,043	IN PROCESS		Application submitted	GC Storm Drain Fund	$1,090,943	$1,356,000	
							TSSD	$265,000		
							CIB	$1.356,000		
							Moab City	TBD		
4.75	Canyonlands Health Care SSD	Parking and Landscaping for Extension of the Long Term Care Center	$1,500,000	TBD			SSD	$250,000	$1,250,000	
							CIB	$1,250,000		

Grand County CIB List (2022) Entity Updates Pre-Req List for Feb 15 2022 CC Approval

Average Ranking (1-10)	Entity	Project Description	Estimated Total Cost	Application Submission Date	Short Term or Medium Term?	Comments/ Note	Revenue		Request	
							Sources	Shares	Grant	Loan
3.5	USU- Moab & Grand County School District	Votech Center for Adults and College, Combined with the High School's New Facility (Technical, Science and Art Center)	$5,000,000	TBD			GCSD Land	TBD		$5,000,000
							CIB	$5,000,000		
1.25	Grand County Municipal Building Authority for Canyonlands Field Airport	New Airport Terminal	$12,000,000	2039			TBD	TBD	TBD	
							TBD	TBD		
							TBD	TBD		
8.25	Castle Valley	Utah Geological Survey Isotope Water Study	$55,000	2022/2023			UGS	$27,500	$12,500	
							Castle Valley	$5,000		
							DWR	$5,000		
							DWQ	$5,000		
							CIB	$12,500		
6.25	City of Moab	Wastewater Reclamation Plant Outfall Line Replacement and Realignment	$1,500,000	2022			City Sewer Enterprise Fund	$500,000	$500,000	$500,000
							CIB	$1,000,000		
6.25	City of Moab	Kane Creek Boulevard Construction to 500 West	$2,500,000	2022			City General Fund	$400,000	$1,000,000	
							Class C Road Fund	$600,000		
							City Sewer Enterprise Fund	$300,000		
							City Water Enterprise Fund	$200,000		
5.75	City of Moab	USU, Mill Creek Drive and Spanish Valley Intersection Improvements (Phase 2) (Pedestrian Underpass)	$3,000,000	2022			City	$300,000	$1,500,000	
							County	$300,000		
							USU	$400,000		
							UDOT	$500,000		
7.75	Moab Valley Fire Protection District	New Pumper	$800,000	2022			CIB	$400,000	$400,000	
							MVFD/ Local	$400,000 (match)		
3	Grand County	Pickleball Courts	$450,000	2022/2023			CIB	$225,000	$225,000	
							Local	$225,000		
3.25	Grand County Airport	Snow Removal Equipment Building	$600,000	2022			FAA AIP	$570,000	$30,000	
							CIB	$30,000		
2.75	Grand County Airport	Airport Layout Plan Update with Master Plan Narrative	$200,000	2022			FAA	$190,000	$10,000	
							CIB	$10,000		
2.75	Grand County Airport	Relocate Taxiway A1 (Design)	$150,000	2022			FAA	$142,500	$7,500	
							CIB	$7,500		
2	Grand County Airport	Heavy Apron and Hardstand Expansion (Design)	$400,000	2022			FAA	$380,000	$20,000	
							CIB	$20,000		

Grand County CIB List (2022) Entity Updates Pre-Req List for Feb 15 2022 CC Approval

Average Ranking (1-10)	Entity	Project Description	Estimated Total Cost	Application Submission Date	Short Term or Medium Term?	Comments/ Note	Revenue		Request	
							Sources	Shares	Grant	Loan
5	Grand County Airport	Terminal Building Construction Modifications for TSA Baggage Screening Machine	$50,000	2022			FAA	$0	$50,000	
							CIB	$50,000		
2	Grand County Airport	Terminal Building Buildout, Awning Replacement, Baggage Claim Cover, Landscaping	$25,000	2022			FAA	$0	$25,000	
							CIB	$25,000		
4.5	Grand County Airport	Aircraft Rescue Fire Fighting (ARFF) Truck Tires Replacement	$30,000	2022			FAA	$0	$30,000	
							CIB	$30,000		
4.5	Grand County Airport	Aircraft Rescue Fire Fighting (ARFF) Building Drainage System	$10,000	2022			FAA	$0	$10,000	
							CIB	$10,000		
3.25	Grand County Airport	Apron Reconstruction and Taxilane Expansion (Design)	$300,000	2023			FAA	$285,000	$15,000	
							CIB	$15,000		
2	Grand County Airport	Perimeter Fence Improvements (Design & Construction Services)	$75,000	2023			FAA	$71,250	$3,750	
							CIB	$3,750		
1.75	Grand County Airport	Perimeter Fence Improvements (Construction)	$400,000	2023			FAA	$380,000	$20,000	
							CIB	$20,000		
3.5	Grand County Airport	Relocate Taxiway A1 (Construction)	$2,000,000	2024			FAA	$1,900,000	$100,000	
							CIB	$100,000		
3	Grand County Airport	Heavy Apron and Hardstand Expansion (Construction)	$5,800,000	2024			FAA	$5,510,000	$290,000	
							CIB	$290,000		
3	Grand County Airport	Apron Reconstruction and Taxilane Expansion (Construction)	$4,800,000	2025			FAA	$4,560,000	$240,000	
							CIB	$240,000		
7.25	Grand County	Flood Hazard Flood Mitigation	TBD	TBD			TBD	TBD	TBD	
5.5	Moab Valley Fire Protection District	Remodel Station 1 for living quarters	400,000	2023			CIB	20,000	380,000	0
6.5	Moab Valley Fire Protection District	Medium duty rescue truck	500,000	2024			CIB	25,000	475,000	0
5	Moab Valley Fire Protection District	New station 2	TBD	2026			TBD	TBD	TBD	TBD
6	**Southeastern Utah Health Dept.**	Building renovation for public health & non-profit facility	1,000,000	2022/2023			CIB	TBD	TBD	TBD

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 15, 2022
Agenda Item: P

TITLE:	Legislative Update (2022 General Session)
FISCAL IMPACT:	Varied per bill - consult Fiscal Notes for each bill at utah.gov
PRESENTER(S):	Christina Sloan, County Attorney

Prepared By:

Christina Sloan, Grand County Attorney

FOR OFFICE USE ONLY:

Attorney Review:

Complete

SUGGESTED MOTION:
I move to oppose House Bills 323, 324 and 371 and Senate Bills 51 and 179 support House Bill 372, and authorize the Chair to sign any necessary letters of opposition or support to Utah legislators deemed necessary by the County Legislative Committee or County Attorney.

NEW BILLS:
HB 323 (Rep. Last)
Transient Room Tax Amendments
https://le.utah.gov/~2022/bills/static/HB0323.html
Recommendation: Oppose

This bill authorizes certain counties to use a certain amount of transient room tax revenue for "visitor management" and "destination development" if the expenditure is prioritized and recommended by a county's tourism tax advisory board; limits the amount of TRT funds a County can save in a TRT reserve fund; requires the legislative body to consider the recommendations of the county's tourism tax advisory board in a public meeting; and restates a TRT reporting requirement contained elsewhere in statute.

Most of these changes are positive and increase transparency regarding TRT spending. However, the amendments at lines 126-131 may impose significant limitations on the amount of TRT revenue a county (with a national park) can spend on certain priorities to 10%, which spending requires the support of the tourism tax advisory board (thereby converting their power into something other than advisory).

The County Legislative Committee is working with the County Lobbyist to amend the objectionable portions of this bill.

HB 324 (Rep. Ballard)
Criminal Justice Coordinating Councils
https://le.utah.gov/~2022/bills/static/HB0324.html
Recommendation: Oppose

HB 324 and SB 179 are competing bills, one of which encourages (HB 324) county-level criminal justice advisory councils and one of which would mandate them (SB 179).

While the concepts are good, these bills present big challenges for Rural Utah.

The County Attorney is very supportive of taking a hard look at the way we prosecute crime and doing what we can to ensure that we are using best practices, evidence based approaches, and continually improving the work that we do to improve public safety and to improve situations for individuals and families. Grand County (and GCAO in particular) is already supporting a diversionary Drug Court and baby Mental Health Court, a Children's Justice Center, and a Family Support Center. Partner agencies, including advocacy organizations, involved in law enforcement and prosecution meet often to review the work we are doing, look at the data we have, and make improvements where we can. For the size of most rural counties, the type of formal structured council proposed by either of these bills would likely create additional bureaucracy that would hinder the work already being done by the County instead of helping it.

In addition, there isn't funding for the proposed councils, and it will be a challenge to find an adequate number of unbiased volunteers to support these boards in small counties. If we had one board for the entire 7th Judicial District, we might be able to get the resources together and enough volunteers, but it would be close to impossible to create standards or common goals for the various communities across this incredibly large area of the state.

HB 371 (Rep. Lyman)
Voting Revisions
https://le.utah.gov/~2022/bills/static/HB0371.html
Recommendation: Oppose

This bill is an attempt to make voting harder. It removes a ballot drop box as a location where an individual may deposit a ballot; modifies voter registration forms; removes voting by mail as the primary voting method in the state and replaces it with in-person voting; addresses the form, handling, depositing, and tabulation of ballots; establishes an absentee ballot process for certain voters who are unable to vote at a polling place during early voting or on election day; makes it unlawful to engage in voter registration harvesting; modifies the period of time for which certain election items must be preserved; requires an independent post-election audit and describes the requirements for that audit; requires a recount based on certain audit results; prohibits drive-through polling locations; imposes election security and transparency requirements; and modifies ballot printing and tracking requirements.

HB 372 (Rep. Moss)
Short Term Property Rental Amendments
https://le.utah.gov/~2022/bills/static/HB0372.html
Recommendation: Support

This bill allows a legislative body may enact and enforce an ordinance that prohibits an individual from listing or offering a short-term rental on a short-term rental website; and imposes a civil penalty in accordance with Subsection 10-3-703(2) for the act of listing or offering a short-term rental on a short-term website.

SB 51 (Sen. Harper)
Transportation Amendments
https://le.utah.gov/~2022/bills/static/SB0051.html
Recommendation: Oppose

After initially introducing a very different SB 51 (to change emissions regulations for vintage vehicles), Sen. Harper later introduced a revision of SB51 to the Transportation Committee that appears to be aimed at funding the Book Cliffs Highway and preventing Grand County from protecting the Bookcliffs area.

New text of note:

- "allows the Legislature to appropriate certain money in the Throughput Infrastructure Fund for a road project primarily used to transport hydrocarbons"
- "2) In addition to the powers described under Subsection (1), counties and municipalities may:
  (a) limit development for transportation corridor preservation by land use regulation and by official maps; and
  (b) by ordinance prescribe procedures for approving limited development in transportation corridors until the time transportation facility construction begins."

As additional background, there is $53 million of Mineral Lease Act money that's currently locked up in a Coal Port that won't happen and it appears the sponsor desires to redirect it.

The Grand County Attorney requests the Commission meet with the Uintah County Commission soon to discuss our opposition, the facts, the misrepresentation of saved time, the hydrocarbon reality, etc.

The County Legislative Committee is working with the County Lobbyist on this bill and an ongoing strategy to oppose the BCH.

SB 179 (Sen Weiler)
Criminal Justice Amendments
https://le.utah.gov/~2022/bills/static/SB0179.html
Recommendation: Oppose

HB 324 and SB 179 are competing bills, one of which encourages (HB 324) county-level criminal justice advisory councils and one of which would mandate them (SB 179). See HB 324 above for more information.

EXISTING BILLS:
HB 57 (Rep. Stoddard)
Government Records Access Amendments
https://le.utah.gov/~2022/bills/static/HB0057.html
Recommendation: Neutral

This bill amends GRAMA to specify that an item that, if retained by a governmental entity, would be considered to be a record, does not lose its character as a record because it is located only on a personal electronic device of the governmental entity's official or employee; prohibits a governmental entity from searching a personal electronic device of an official or employee in responding to a record request; requires a governmental entity responding to a record request to request an official or employee to search a personal electronic device for an electronic record located on the personal electronic device; and provides that the governmental entity may rely on the results of the official or employee's search.

Thus, this bill specifies that it is sufficient for an employee of a political subdivision to search their own phone in response to a GRAMA request, and their response may be relied on by the political subdivision. In talking with my County Attorney peers, this appears to track fairly closely with what a lot of counties already do. Some media groups are opposed.

Update: Substitute language is being worked out with counties in opposition to improve this bill.

HB 72 (Rep. Wheatley)
Noise Pollution Amendments
https://le.utah.gov/~2022/bills/static/HB0072.html
Action: GCC Supports

This bill requires vehicles subject to an emissions inspection to be inspected for compliance with noise suppression equipment requirements as a condition of registration. Emissions tests are required in urban counties, so this would ensure ATVs traveling from urban counties have not modified their noise suppression equipment in violation of Utah law.

Update: 2nd Substitute narrows scope to first class counties only but also adds a requirement that the noise inspection must include an excessive noise test defined as 80 dBA at 2.5 feet at 75% of maximum revolutions.

The language of the 2nd Substitute needs a bit of refinement to prohibit noise above 80 dBA, and the County Attorney has reached out to the sponsor to suggest that change.

HB 135 (Rep. Brammer)
Open and Public Meeting Comment Requirements
https://le.utah.gov/~2022/bills/static/HB0135.html
Recommendation: Neutral

This bill amends GRAMA to require a public body to allow a reasonable opportunity for the public to provide verbal comment at each public *meeting*. This is consistent with Grand County's practice; however, several counties are opposing it as they allow public comment at public hearings only (and on vagueness grounds). Apparently this is targeted at school board meetings.

Update: 1st Substitute provides an exception for work and planning sessions.

HB 140 (Rep. Birkeland)
Government Attorney Fees Amendment
https://le.utah.gov/~2022/bills/static/HB0140.html
Action: GCC Opposes

This bill requires a court to award reasonable attorney fees to a private party who prevails in certain civil actions against a governmental entity and permits a court to award reasonable expert fees to a private party who prevails in certain civil actions against a governmental entity. The first substitute caps the fees award to $100,000.

In doing so, this bill incentivizes litigation against state and local government, conflicts with other existing fee provisions in statute (such as the real property ombudsman fee allowance in the event a private party prevails in court after an appeal of an ombudsman decision), and will drive up insurance costs for the County.

Update: Still in the House Rules Committee

HB 146 (Rep. Lisonbee)
Food Truck Licensing Amendments
https://le.utah.gov/~2022/bills/static/HB0146.html
Action: GCC Opposes

This bill expands the definition of a food truck to include ice cream trucks, requires a political subdivision to honor a food truck business license from another jurisdiction, and prohibits local land use/zoning regulation of food trucks including their size.

Update: Passed the House and is moving fast in the Senate. It is expected to pass. The Sponsor is not interested in amendments. SEUHD opposes this one, but the majority of health departments do not.

HB 147 (Rep. Lowry)
Death Penalty Modifications
https://le.utah.gov/~2022/bills/static/HB0147.html
Action: GCC Supports

This bill prohibits the state from seeking the death penalty for aggravated murder committed after May 4, 2022; prohibits the state from seeking the death penalty for aggravated murder committed before May 4, 2022, unless the state filed the notice of intent to seek the death penalty before that date; and adds a possible sentence for aggravated murder of 45 years to life.

In the County Attorney's position, the United States criminal justice system, while the best in the world, is a system based on the work of flawed humans who are underpaid, often undereducated, and overworked. Errors happen (at a rate of about 10% in national death penalty cases). In addition, the use of the death penalty by prosecutors during charging hampers a defendant's ability to enter a voluntary plea. It's also dramatically more expensive to Utah residents than a life sentence. And the law of revenge (Hammurabi's code) was best exercised at the time of its writing, in the 1700s BC.

Update: Still in Committee in the House. The Governor has asked the UCDAA to report on the position of each of the 28 County/District Attorneys in the State. So far, 4 support HB 147 and 14 oppose. UCDAA is considering a recommendation to put this matter to the voters.

HB 182 (Rep. Wilson)
Local Health Department Amendments
https://le.utah.gov/~2022/bills/static/HB0182.html
Action: GCC Opposes

This bill excludes state facilities and the capitol hill complex from the authority and jurisdiction of a local health department and prohibits a chief executive officer of a municipality from exercising emergency powers in response to a pandemic, an epidemic, or a public health emergency (this is targeted at SLC Mayor's action in 2021 to enact a mask mandate on her own due to loophole).

Overly broad and affects health regulations above and beyond a lot more than COVID regulations.

Update: 1st Substitute narrows the reach to orders of constraint only, as expected.

SB 49 (Sen. Winterton)
State Film Production Incentive Amendments
https://le.utah.gov/~2022/bills/static/SB0049.html
Action: GCC Supports

This bill exempts certain rural film productions from limits on the total amount of refundable motion picture tax credit incentives the Governor's Office of Economic Opportunity may issue each fiscal year.

Update: The Moab to Monument Film Commission and the County Department of Economic Development are actively working to help this bill pass.

SB 66 (Sen. Weiler)
Electric Assisted Bicycle Use Amendments
https://le.utah.gov/~2022/bills/static/SB0066.html#41-22-2
Action: GCC Opposes

This bill adds a definition to the Traffic Code for a Class I *mountain* bike (all e-bikes were defined previously as bicycles, not mountain bikes). And then it prohibits local governments from regulating Class I mountain bikes on dirt trails if the operator has a trail accessibility card, which may be obtained from DNR for persons with a "cycling disability," as determined by essentially a medical professional.

In doing so, this bill:

1) Conflicts with Federal Regulation and Federal Grant Obligations. Most of Grand County's single-track mountain bike trails on BLM land, and I'm guessing nearly all single-track mtn bike trails in the state on BLM land, were built with federal Recreational Trails Program (RTP) grant funding, in whole or in part. RTP trails cannot be used for motorized use, so this language, as written, conflicts with federal regulations and existing grant conditions to which Grand County is obligated. Obviously, federal law would pre-empt SB 66, but that only matters for federal law enforcement, and we know federal LEOs are in scare supply in rural Utah. So, this bill creates a quagmire of confusion.

2) Safety/SAR Impacts. Class I bikes require pedal assist, so there is some level of required activity to get out on mountain bike trails, but our trails are the real deal and quickly take you into remote canyon country where services are nil and rescues are complicated. This bill will empower disabled folks who should not be in Moab's backcountry to get into Moab's backcountry, only to get themselves in trouble. The Grand County Search and Rescue is already the busiest in the state - and we already do not have sufficient financial resources to handle our call volume and needs. If this bill is passed, then appropriations for SAR should go along with it as it is simple reality that this bill will increase injuries and deaths by bike in Grand County.

Update: Commissioner Hadler and the County Attorney met with the Sponsor to discuss our concerns. The Sponsor admitted there was a good bit of opposition and the bill will be circled (which puts it in limbo and doesn't move it forward) this General Session. I recommend we ask the County Lobbyist to follow this one in interim.

SB 89 (Sen. Iwamoto)
Water Amendments
https://le.utah.gov/~2022/bills/static/SB0089.html
Action: GCC Supports

This bill modifies provisions related to a water conservation plan, including provisions: requiring goals for water conservation to be set; addressing adopting, amending, submitting, or posting a water conservation plan; requiring rate structures to be submitted under certain circumstances; and addressing division powers, including rulemaking; and modifies provision related to culinary water pricing structure.

Update: Moving forward with a minor amendment. Still in the Senate.

SB 110 (Sen. McKell)
Water as Part of General Plan
https://le.utah.gov/~2022/bills/static/SB0110.html
Action: GCC Supports

This bill requires a water use and preservation element to be part of a municipal or county general plan; outlines how a water use and preservation element is integrated into a general plan and what steps to take in developing a water use and preservation element; provides for action related to the general plan by the legislative body of a municipality or county; and addresses assistance by the Division of Water Resources.

The Grand County PZ Director is reviewing our General Plan Update to ensure it is consistent with these amendments.

Update: Moving forward. Still in the Senate. The County Attorney has requested an update from our PZ Director regarding our own compliance.

SB 126 (Sen. Iwamoto)
Officer Intervention and Reporting Requirements
https://le.utah.gov/~2022/bills/static/SB0126.html
Action: GCC Supports

This bill creates minimum standards for police misconduct; sets standards for intervention and reporting requirements in law enforcement agencies; requires the Peace Officer Standards and Training Council to establish and review minimum standards for reporting police misconduct; and prohibits retaliatory action against a law enforcement agency employee who reports police misconduct.

Update: Moving forward. Still in the Senate.

ATTACHMENT(S):

1. None

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 15, 2022

Agenda Item: Q

TITLE:	Approving Tolling Agreement with Peak View Development, LLC for Moab District Court Case No. 210700044
FISCAL IMPACT:	N/A
PRESENTER(S):	Christina Sloan, County Attorney

Prepared By:

Christina Sloan,
Grand County
Attorney

FOR OFFICE USE ONLY:

Attorney Review:

Complete

SUGGESTED MOTION:

I move to approve the Tolling Agreement with Peak View Development, LLC for Moab District Court Case No. 210700044.

BACKGROUND:

See recitals of the Agreement.

ATTACHMENT(S):

1. Tolling Agreement

TOLLING AGREEMENT

This Tolling Agreement is dated and effective as of the ___ day of February, 2022, by and between Peak View Development, LLC, a Utah limited liability company ("Peak View") and Grand County, a political subdivision of Utah ("County").

Background

a) On November 6, 2019, and upon Peak View's request, Grand County applied a special zoning overlay, HDHO-10 to real property known as 3640 Spanish Valley Drive, Moab, Utah 84532 (the "Property") via approval of Ordinance No. 612, an HDHO Development Master Plan, and HDHO Development Agreement.

b) The Parties executed the HDHO Development Agreement on August 4, 2020 (recorded October 30, 2020, in the Official Records of Grand County as Entry No. 53983) for the purpose of developing and selling its property in accordance with County Ordinances 584 and 591 which established the High Density Housing Overlay District (the "HDHO Ordinance").

c) On March 2, 2021, the County approved and adopted the Grand County Rules and Regulations for High Density Housing Overlay Developments (the "HDHO Rules") with the intention of interpreting and clarifying the provisions of the HDHO Ordinance, as amended on June 15, 2021 and November 16, 2021.

d) Peak View disagreed with the County's interpretation of the HDHO Ordinance, as evidenced by the HDHO Rules.

e) To exhaust its administrative remedies, Peak View filed an appeal to the Office of the Grand County Appeal Authority (the "Appeal Authority") on March 30, 2021. The Appeal Authority issued a final decision on Monday, June 21, 2021, in favor of the County.

f) Peak View filed a Complaint against the County with the Seventh Judicial District Court in and for Grand County, State of Utah, on July, 21, 2021 (the "Original Complaint"). The action titled Peak View Development, LLC v. Grand County Utah, was assigned the case number 210700044 (the "Lawsuit").

g) Peak View now desires to amend its Master Plan and Development Agreement to eliminate twin homes in Phases 2-4 of the Subdivision and to request additional time for approval of its phases, approval of which by the County may render the Lawsuit moot (the "Amendment Process"). The Parties each acknowledge that said amendment constitutes a legislative action requiring public hearings before the planning and county commissions under Utah Code Ann. § 17-27a-528 and Wallingford v. Moab City, 2020 UT App 12, ¶ 23, 459 P.3d 1039, 1046, cert. denied, 466 P.3d 1073 (Utah 2020). Accordingly, the parties need time to consider and process the amendment and its effect on the Lawsuit.

Agreement

The Parties hereby agree that the Parties will stipulate to a Motion to be filed by Peak View dismissing the Lawsuit without prejudice. At the time the Court enters the Order of dismissal without prejudice any time periods for filing the complaint on the bases set forth in the Original Complaint whether statute of limitation, Grand County ordinance regarding deadlines to file complaints after exhausting administrative remedies, or any other deadline or limitation period will be tolled during the pendency of the Amendment Process. The tolling period will remain effective until the Amendment Process concludes unless either party (regardless of reason) gives the other party written notice of the termination of this Tolling Agreement. The limitations period will expire thirty (30) days after such written notice is sent to the other party. This Agreement does not toll any other claims by Peak View not plead in the Original Complaint.

PEAK VIEW DEVELOPMENT, LLC
a Utah limited liability company

BY: BLACK SHEEP DEVELOPMENT COMPANY LLC
a Utah limited liability company, Manager

_____
Terill Johnston, Manager

_____
Jennifer Johnston, Manager

GRAND COUNTY

_____
Gabriel Woytek, Chair
Grand County Commission

ATTEST:

_____
Quinn Hall, Grand County Clerk/Auditor

CONSENT AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

February 15, 2022

Consent Agenda Items: S-X

TITLE:	S. Ratifying local consent for Red Cliffs Lodge's Package Agency, Off-Premise Beer, Banquet Liquor, and Full- Service Restaurant Liquor License applications through the Dept. of Alcohol and Beverage Commission T. Ratifying the Chair's signature on an Independent Contractor Agreement with NES, Inc for lobbying activities U. Approving Chair's signature on a sign-on letter to the Manti-La Sal National Forest requesting a presentation to local governments and public regarding research on mountain goat impacts on the alpine area of the La Sal Mountains V. Approving Emergency Medical Dispatch Program Purchase W. Approving a purchase agreement with Sphere Plus Corporation for a touchless on-demand parking platform at the Canyonlands Regional Airport X. Approving letter of support to the Utah Office of Outdoor Recreation Grant Program Pack Creek footbridge
FISCAL IMPACT:	See Corresponding Agenda Summaries, if any
PRESENTER(S):	None

Prepared By:

Attorney Review:
N/A

RECOMMENDATION:
I move to adopt the consent agenda as presented.

BACKGROUND:
See corresponding agenda summaries, if any, and related attachments.

ATTACHMENT(S):
See corresponding agenda summaries, if any, and related attachments.

DocuSign Envelope ID: 3A7FE395-76C7-4BE0-9E2A-7BEE9F931B9C

ITEM S

DABC PACKAGE AGENCY PERMIT
Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue a PACKAGE AGENCY PERMIT for the purpose of storage and sale of liquor, wine and heavy beer in unopened containers for off-premise consumption.

AUTHORITY: Utah Code 32B-2-601 Commission's power to issue package agency

Grand County
Local business license authority

☐ City ☐ Town ☒ County

Hereby grants its consent to the issuance of a Package Agency:

- ☒ Type 1 – located in a hotel, ski lodge, summer recreational area, or other resort environment to serve the general public and guests.
- ☐ Type 2 - In conjunction with another business where the primary source of income to the operator is not from the sale of liquor (e.g. small grocery stores in rural communities).
- ☐ Type 3 – Not in conjunction with another business, but is for the sole purpose of selling liquor.
- ☐ Type 4 – Located in a facility for the purpose of selling and delivering liquor to tenants or occupants of specific rooms which have been leased, rented or licensed within the same facility and is not open to the general public (e.g. hotel room service or private suites at sports arenas).
- ☐ Type 5 - Located within a winery, brewery, or distillery licensed by the commission.

Business Name (DBA): Red Cliffs Dining

Entity Name (or owner's name if sole proprietor): Jafco Aviation, LLC

Location Address:

Moab	MP 14 HWY 128	UT	84532
City	Street	State	ZIP

Gabriel Woytek
Authorized Signature

Gabriel Woytek, Grand County Commission Chair
Name/Title

2/8/2022
Date

This is a suggested format. A locally produced city, town, or county form is also acceptable.
The local consent must be submitted to the DABC by the applicant as part of a complete application.

DocuSign Envelope ID: 3A7FE395-76C7-4BE0-9E2A-7BEE9F931B9C

OFF-PREMISE BEER LICENSE
Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an off-premise beer license for a person to purchase, store, sell, or offer for sale beer for consumption off the premises of the applicant.

AUTHORITY: Utah Code 32B-5-201, 203, 205, and 32B-7

Grand County, ☐ City ☐ Town ☒ County
Local business license authority

hereby grants its consent to the issuance of an off-premise beer license to:

Business Name (DBA): Red Cliffs Dining

Entity Name (or owner's name if sole proprietor): Jafco Aviation, LLC

Location Address: MP 14 HWY 128 Moab, UT 84532

Authorized Signature

Gabriel Woytek, Grand County Commission Chair
Name/Title

2/8/2022
Date

This is a suggested format. A locally produced city, town, or county form is also acceptable.
The local consent must be submitted to the DABC by the applicant as part of a complete application.

DocuSign Envelope ID: 3A7FE395-76C7-4BE0-9E2A-7BEE9F931B9C

BANQUET LIQUOR LICENSE
Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission (1) to issue an on-premises alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant.

AUTHORITY: Utah Code 32B-1-202; 32B-5-201, 203, 205 and 206

Grand County, ☐ City ☐ Town ☒ County
Local business license authority

hereby grants its consent to the issuance of a banquet liquor license to:

Business Name (DBA): Red Cliffs Dining

Entity Name (or owner's name if sole proprietor): Jafco Aviation, LLC

Location Address: MP 14 HWY 128 Moab, UT 84532

Authorized Signature

Gabriel Woytek, Grand County Commission Chair
Name/Title

2/8/2022
Date

This is a suggested format. A locally produced city, town, or county form is also acceptable.
The local consent must be submitted to the DABC by the applicant as part of a complete application.

DocuSign Envelope ID: 3A7FE395-76C7-4BE0-9E2A-7BEE9F931B9C

FULL-SERVICE RESTAURANT LIQUOR LICENSE
Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission (1) to issue an on-premise alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant.

AUTHORITY: Utah Code 32B-1-202; 32B-5-201, 203, 205 and 206

Grand County, ☐ City ☐ Town ☒ County
Local business license authority

hereby grants its consent to the issuance of a full-service restaurant liquor license to:

Business Name (DBA): Red Cliffs Dining

Entity Name (or owner's name if sole proprietor): Jafco Aviation, LLC

Location Address: MP 14 HWY 128 Moab, UT 84532

Gabriel Woytek
Authorized Signature

Gabriel Woytek, Grand County Commission Chair
Name/Title

2/8/2022
Date

This is a suggested format. A locally produced city, town, or county form is also acceptable.
The local consent must be submitted to the DABC by the applicant as part of a complete application.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 15, 2022

Agenda Item: T

TITLE:	Approving Independent Contractor Agreement with NES, Inc.
FISCAL IMPACT:	$39,600 (budgeted)
PRESENTER(S):	Christina Sloan, County Attorney

Prepared By:

Christina Sloan,
County Attorney

FOR OFFICE USE ONLY:

Attorney Review:

Complete

SUGGESTED MOTION:

I move to approve the Independent Contractor Agreement with NES, Inc.

BACKGROUND:

At the start of the General Session, the County's lobbyist, Red Hill Strategic, Inc., notified the County that it was not renewing its contract due to workload challenges. In response, and in accordance with the County's procurement policy, the County solicited statements of qualifications for a new lobbying contract in January. The County's Legislative Committee reviewed the responses and recommended NES and lead lobbyist Cody Stewart.

The proposed contract is for a one-year term (renewable) for lobbying activities, as defined in the contract. The County's Legislative Committee will provide direction to the lobbyist, per the express terms of the contract.

ATTACHMENT(S):

1. Independent Contractor Agreement
2. Certificate of Insurance
3. NES Proposal and Qualifications (Available Upon Request)

DocuSign Envelope ID: 9DC2399C-81D3-429E-8294-B329852960BD

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is hereby entered into this 10th day of February 2022 ("Effective Date") by and between **Grand County**, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the "County") and **NES, Inc.** a Florida corporation located at 3116 Woodland Drive NW, Washington, DC 20008 (the "Contractor").

WITNESSETH

WHEREAS Contractor is willing to provide services to County as an Independent Contractor, and County is willing to accept services from and compensate Contractor for said services subject to this Agreement;

NOW THEREFORE, in consider in consideration of the mutual promises and covenants set forth in this Agreement, County and Contractor agree as follows:

1. SERVICES. Contractor herewith agrees to provide lobbying and legislative consulting services before and relating to the Utah State Legislature and other governmental entities (the "Services"). The primary focus of the Services shall be Contractor's lobbying of the Utah State Legislature for the passage of bills and amendments favorable to Grand County and against bills and amendments contrary to the interest of the County particularly during the General, Special, and Interim Sessions. The Services shall also include, but not be limited to: 1) monitoring proposed and/or draft legislation that may be of interest to the County and relaying relevant information to the Grand County Legislative Committee; 2) arranging meetings with key decision-makers in the legislative process to convey the position(s) of the County and to persuade decision-makers to embrace the County's interest to the furthest extent possible; and 3) helping the Grand County Legislative Committee draft proposed legislation or amendments to further its position(s) on an issue or position.

   This Agreement is non-exclusive and does not grant Contractor an exclusive privilege or a right to provide the County with lobbying services; provided, however, that the County shall notify Contractor if it enters into an agreement with another lobbyist. In such an event, Contractor agrees to cooperate with and coordinate all lobbying services for the County with other lobbyists under contract with the County if requested by the County.

   The Parties acknowledge that they may amend and modify the Services only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

2. PROJECT SCHEDULE. Contractor shall represent the County throughout the year with particular emphasis during the legislative sessions (the "Project Schedule"). Contractor shall use commercially reasonable efforts to meet the Project Schedule, and the County agrees to cooperate in good faith to allow Contractor to meet the Project Schedule in a timely and professional manner.

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The Parties acknowledge that they may amend and modify the Project Schedule only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

3. TERM OF AGREEMENT. This Agreement shall begin on the Effective Date and shall expire on or before December 31, 2022. This Agreement may be renewed for up to nine (9) additional one-year terms on an annual basis by the Parties upon mutual execution of an extension hereto with compensation to be renegotiated upon renewal.

4. COMPENSATION. County shall pay Contractor, and Contractor shall accept from the County, in full payment for the Services under this Agreement, the following compensation: $3,300 per month (the "Compensation"). The County shall pay the Compensation in full within thirty (30) days of the Contractor's invoice of the same.

   Contractor shall pay all costs and expenses customarily incurred during its performance of the Services. The County may reimburse Contractor for any extraordinary costs and expenses incurred at the special request of the County if such extraordinary costs and expenses are approved in writing by the County in advance.

5. COUNTY REPRESENTATIVE. Contactor understands that the County operates under an expanded commission form of government, in which the Commission is the executive and legislative body for the County. Thus, the Services shall be performed pursuant to the positions and policies established by the Grand County Commission and as directed by the Grand County Legislative Committee. Each specific request for Services made by the County hereunder shall be given to Contractor by the Grand County Legislative Committee; provided, however, that the Contractor shall have professional control over how the Services are performed hereunder.

6. CONFLICT OF INTEREST. Contractor shall promptly disclose to the County any conflicts of interest which exist or which Contractor foresees may arise between Contractor's representation of the County and any other clients of Contractor. If a conflict of interest arises between Grand County and another client of Contractor, both Parties will attempt to resolve the conflict. If a conflict is irresolvable, the Parties agree that the named existing Clients above shall take precedence and Grand County and Contractor shall work together in good faith to amend this Agreement to reduce or modify the scope of the Services and/or Compensation, as necessary.

7. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same. Further, Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

8. CONTRACTOR, DEFINED.

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a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.

b. No Third-Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.

c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor's employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.

d. Survival. This Section shall survive expiration or termination of this Agreement.

9. OWNERSHIP RIGHTS. Contractor understands and agrees that the Work Product created by Contractor hereunder is for the sole and exclusive use of the County. Contractor further understands and agrees that the County shall be the sole and exclusive owner of all right, title, and interest in and to such Work Product. The County has the right to use or not use the Work Product and to use, reproduce, reuse, alter, modify, edit or change the Work Product as it sees fit and for any purpose. This Section shall survive expiration or termination of this Agreement.

10. CONFIDENTIALITY. All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure. This Section shall survive expiration or termination of this Agreement.

11. INSURANCE.

a. General. Prior to Contractor's commencement of the Services and during the term of this Agreement, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of "A-" or better:

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i. *Commercial General Liability* with coverage not less than $1 million each occurance with a $2 million combined single limit. Such insurance shall cover liability arising from operations, independent contractors, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract);

ii. *Workers' Compensation and Employers' Liability Insurance* with coverage of not less than $100,000 for bodily injury caused by accident and $100,000 for bodily injury by disease unless Contractor attaches a Workers' Compensation Coverage Waiver hereto;

b. Certificates of Insurance. Each Certificate of Insurance shall be attached hereto as ***Exhibit A*** and provide the following: a) designation of the County as an Additional Insured; and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the County's coverage hereunder shall constitute default.

c. Survival. This Section shall survive expiration or termination of this Agreement

12. BREACH. As used herein, Breach shall mean any failure to by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor's failure to commence or otherwise perform the Services in accordance with the provisions of this Agreement, including the failure to use adequate personnel, after thirty (30) days' notice by the County; a party's adjudication as bankrupt; assignment of this Agreement for the benefit of its creditors, insolvency; or any party's failure to make prompt payments required hereunder.

13. TERMINATION OF AGREEMENT. Either party may terminate this Contract, with or without cause, upon thirty (30) days' written notice to the other. Upon such termination, the Contractor shall be entitled to receive, as full and final compensation for the Services, the Compensation due hereunder attributable to the Services properly performed prior to the effective date of termination to the extent not previously paid.

14. INDEMNIFICATION. The Services performed by Contractor shall be at the risk of Contractor exclusively. Contractor herewith agrees to indemnify, defend, and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, taxes, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons. This Section shall survive expiration or termination of this Agreement.

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15. FORCE MAJEURE. Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control ("Force Majeure"), including, without limitation, strikes; work stoppages; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes or acts of God; global, state-wide or local pandemics; state-wide or local states of emergencies which cause travel or movement restrictions; and interruptions or malfunctions of utilities, communications or computer (software and hardware) services; provided, however, that each party shall use reasonable efforts consistent with accepted practices in their respective industries to resume performance as soon as practicable under the circumstances. This Section shall survive expiration or termination of this Agreement.

16. ENTIRE AGREEMENT. This Agreement contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement.

17. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.

18. NO ASSIGNMENT. This Agreement is not assignable without the written consent of the Parties.

19. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

20. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County. This Section shall survive expiration or termination of this Agreement

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21. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

22. SEVERABILITY. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

23. UNDERSTANDING AND EFFECT OF AGREEMENT.

    a. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Agreement.

    b. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

    c. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

24. ATTORNEYS' FEES AND COSTS. In the event of dispute hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall recover its attorneys' fees and costs incurred to enforce this Agreement.

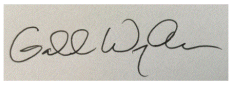
25. DUTY OF NOTIFICATION. Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall immediately notify the County.

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IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.



Cody Stewart, Contractor's Signature — Date: President/Lead Lobbyist



2/10/2022

Gabriel Woytek, Chair, Grand County Commission — Date:

ATTEST:



2/10/2022

Quinn Hall, Grand County Clerk/Auditor — Date

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EXHIBIT A
Certificates of Insurance

DocuSign Envelope ID: 9DC2399C-81D3-429E-8294-B329852960BD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

StateFarm

CAROL A. BRUNETTO, AGENT
STATE FARM INSURANCE COMPANIES
6501 DEMOCRACY BLVD.
BETHESDA, MD 20817

CONTACT NAME: MELANIE WELLS
PHONE (A/C, No, Ext): 301-530-9450 FAX (A/C, No):
E-MAIL ADDRESS: melanie.wells.h3qx@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

NES, INC.
3116 WOODLAND DRIVE, NW
WASHINGTON, DC 20008

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
				99-BF-4367-6	10/30/2021	10/30/2022	MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	[X] POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A		99-MU-E582-0	10/05/2021	10/05/2022	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER, GRAND COUNTY, A POLITICIAL SUBDIVISON OF THE STATE OF UTAH, 125 E. CENTER ST, MOAB, UT 84532 IS ALSO LISTED AS ADDITIONAL INSURED PER THE COMMERCIAL GENERAL LIABILITY POLICY ONLY. A WAIVER OF SUBROGATION APPLIES TO THE COMMERCIAL GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER

GRAND COUNTY, A POLITICAL SUBDIVISION OF THE
STATE OF UTAH
125 E. CENTER STREET
MOAB, UT 84532

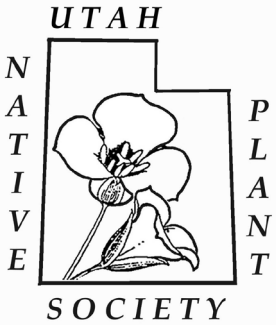
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Melanie Wells

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Ryan Nehl
Forest Supervisor
Manti-La Sal National Forest
599 W. Price River Dr.
Price, UT 84501

January 25, 2022

Supervisor Nehl,

The Utah Native Plant Society is dedicated to the appreciation, preservation, conservation and responsible use of the native plants and plant communities found in the state of Utah. We are concerned about the damage being done to the alpine flora of the La Sal Mountains caused by the non-native mountain goats that were introduced there over 8 years ago. There is serious and potentially irrevocable damage being done to the alpine flora and soil. We would like to know what you have learned about the impacts of the goats and what you are planning to do to protect this unique and valuable alpine ecosystem.

We request a meeting with you and other staff of the Manti-La Sal National Forest to get an update on monitoring mountain goat impacts in the La Sal Mountains, and specifically the Mount Peale Research Natural Area. We propose an online meeting (Zoom or other) where staff from the Manti-La Sal National Forest and the Moab-Monticello District could provide an update on the results of field work and thoughts on the impacts of the goats on the alpine vegetation and soil. We would also like to be able to ask some questions.

As you know, a lawsuit by the Utah Native Plant Society and Grand Canyon Trust was dismissed in 2019 by the Tenth Circuit Court of Appeals on the grounds that the Forest Service had not made a decision about the mountain goats. At that time, the Forest Service said they would monitor the impacts of the goats before making a decision. Now we would like to know what the results of the monitoring are. To that end we are requesting a meeting where the Manti-La Sal National Forest can provide an update to the Utah Native Plant Society board, interested local government officials in Grand County, and the conservation groups listed below.

Sincerely,

Cathy King, President, Utah Native Plant Society
Marc Coles-Ritchie, Grand Canyon Trust
Mary O'Brien, Project Eleven Hundred
[local government entities]

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

FEBRUARY 15, 2022

Agenda Item: V

TITLE:	Approving Emergency Medical Dispatch Program Purchase
FISCAL IMPACT:	$18,000 (within budget)
PRESENTER(S):	

Prepared By:

FOR OFFICE USE ONLY:

Attorney Review:

RECOMMENDATION:

I move to approve the emergency medical dispatch program purchase through Priority Dispatch.

BACKGROUND:

The Emergency Medical Dispatch Program will reinstate the software that walk Dispatchers through the protocols to appropriately dispatch a medical response according to their training. It also comes with refresher training, and an update on all of the software.

ATTACHMENT(S):

1. Priority Dispatch Quote

QUOTE

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Tim Martin
Phone: (800) 363-9127
Direct:
Email: tim.martin@prioritydispatch.net

Agency:	Grand County Sheriff's Office
Agency ID#:	4566
Quote #:	Q-59650
Date:	2/2/2022
Offer Valid Through:	5/12/2022
Payment Terms	Net 30
Currency:	USD

Bill To:
Grand County Sheriff's Office
125 E Center St
Moab, Utah 84532-2429
United States

Ship To:
Grand County Sheriff's Office
125 E Center St
Moab, Utah 84532-2429
United States

Product	Qty	Amount
Implementation Support Package for EMD Reboot **Implementation support and quality management program development**	1	USD 30,000.00
General Discount of the Reboot project @ 50%	1	USD -15,000.00
Priority Dispatch System ESP (P) M **System License Renewal, Service & Support**	2	USD 3,000.00

Subtotal	USD 18,000.00
Estimated Tax	
Total	USD 18,000.00

Customer Signature:		**Date:**	
Customer Name:		**Purchase Order ID:**	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: https://prioritydispatch.net/licensing/

"To lead the creation of meaningful change in public safety and health."

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

FEBRUARY 15, 2022

Agenda Item: W

TITLE:	Airport Parking Order Form Contract
FISCAL IMPACT:	Approximately $12,000
PRESENTER(S):	Andy Solsvig, Airport Director

Prepared By:

Andy Solsvig
Canyonlands Regional Airport Director
435-259-4849
asolsvig@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

Christina Sloan
County Attorney
435-259-1324
csloan@grandcountyutah.net

RECOMMENDATION:

I move to approve an Order Form between SP Plus Corporation (SP+) and Grand County for the purpose of touchless payment for vehicle parking customers at the Canyonlands Regional Airport.

BACKGROUND:

In an effort to improve the parking experience at the Canyonlands Regional Airport (CNY) while increasing staff efficiency, a new parking product is on the market allowing touchless payment processing while maintaining a vehicle inventory.

SP Plus Corporation is a single source provider of profession parking, transportation, facility maintenance, event logistics and security services across the nation. Due to COVID, the company changed their parking business model and created a parking management software system.

Currently, airport staff uses approximately two (2) hours per day for the management of vehicle parking. These efforts include time used for payment processing, payment collection, assisting customers, daily vehicle inventory, updating spreadsheets and preparing weekly deposits.

The new system allows customers to process their payment through the use of a QR code and online APP. The APP expedites customer processing, allows the customer to make changes as necessary, tracks payments, creates reports and provides information to assist staff for daily vehicle inventories. These changes are anticipated to save 60-90 minutes of staff time per day which can then be directed toward other tasks.

The costs associated with this contract include:

1. $0.99 transaction fee to the Airport
2. 4.2% credit card processing fee charged to the customer
3. $500/month charge for Smartphone with Enforcement Application
4. Approximately $600 for signage

In 2021, there were approximately 5,800 paid nights at $5 per night equating to $29,000 in revenue.

Through this system, costs are estimated at approximately $12,000 for the year however it's anticipated there will be an increase in revenue due to the

customer friendly service to pay online. In addition, the time saved from hourly staff wages cover the cost associated with this contract.

The agreement does allow a thirty (30) day notice to cancel the service should it be determined the system is too costly or its not providing the expected performance or result.

This was reviewed by the Airport Board on February 7, 2022 and recommended for approval to the County Commission.

ATTACHMENT(S):

1. Sphere Commerce Order Form
2. On-demand Gateless Program information

CNY Touchless On-Demand Parking Program

Overview

SP+ is pleased to offer the Canyonlands Regional Airport ("CNY") the non-exclusive use of our Sphere™ platform, a suite of industry-leading technology solutions that drive end-to-end mobility and delivers a frictionless parking experience. Specifically, **SP+** will provide to CNY a gateless on-demand parking solution to implement affordable and controlled revenue collection with enforcement at a site(s) designated by CNY. Sphere™ allows customers to pay their parking fees in a frictionless manner using only their smartphone.

Customer Experience

1) Customers self-park their vehicle in the lot designated by CNY.
2) Customers begin payment process by using their smartphone to scan a QR Code or text the telephone number located on signage.
3) The QR Code will open a page on Parking.com, where the customer will enter:
   a) Their license plate number;
   b) Their length of stay;
   c) Their contact info (email address, name and phone number);
   d) Their payment credit/debit card information;
4) The customer has now paid for their projected parking stay and receives a receipt via email/text.



Enforcement

The SP Plus Enforcement System is designed to scan vehicles using automated license plate recognition software (ALPR) or by manually inputting plates into the enforcement application via a smartphone. Once a plate is entered, the software queries the enforcement database (via API endpoints) for monthly and transient parkers that have purchased sessions on parking.com. The LPR system will automatically notify Airport Staff via email or text of any vehicles failing to pay for their parking session, removing parking staff from the burden of continually monitoring lot(s). Citations can be issued through the system or manually using your own system. *We recommend photos be taken of any vehicle receiving citations as backup for customers challenging tickets.*

Reservations

Online reservations are available, allowing transient parkers to prepay for their parking on their desktop or mobile devise. Our solution provides a simple widget that can be placed on the CNY airport parking webpage that directs customers to a branded checkout experience. A customer has the ability to create an account for future use or continue as a guest only. The parking pass can be the license plate for the customer in a gateless facility or a QR code for scanning at a gated facility. There is no or limited capital necessary for gated facilities as the customer will pay a convenience fee for using the services.

Reporting

CNY staff will have a full complement of reports via Sphere Analytics™ detailing all transactions with many query options available.

Signage

SP+ will provide visible and succinct signage to act as notification to drivers of payment requirement and provide instructions on how to make payments. **SP+** will work with CNY staff to determine the placement and number of signs necessary to ensure patrons understand the payment requirements of the facility. Sign proofs and cost estimates will be approved by CNY staff prior to fabrication and can be branded if necessary.

Revenue Payments

By the 15th of each month, beginning with the second month of operation, **SP+** will provide a statement detailing all transactions and revenue collected as well as authorized expenses incurred (e.g., licensing fees, etc.). An ACH transfer for all revenue less sales tax (if applicable) and expenses will completed at that time.

PCI Compliance

As the largest paid parking operator in the United States, **SP+** fully understands the requirements dictated by the payment card industry and complies will all PCI-DSS requirements to protect card holder data.

Support

Your designated **SP+** contact will keep you abreast of any planned/unplanned system outages as well as assist with any equipment repairs that may come up. Our 24-hour Contact Center will be available to provide customers assistance with any needs they may have.

Costs

- *Customer pays $.99 transaction fee for Gateless Technology in addition to applicable parking fees
- *Customer pays $2.99 convenience fee for a reservation (if applicable)
- Credit card recovery and processing fee of 4.2% of the transaction value
- **SP+** to provide recommended signage and cost
- Smartphone with Enforcement Application $500/month
- License Plate Recognition Enforcement $1,000/month
- **SP+** Citations (cost provided by request)

*Fees can be absorbed by CNY and deducted from revenue collected if requested.

We are happy to arrange a web-based demonstration with our Product & Technology team to answer any questions you may have. Thank you for this opportunity to serve Canyonlands Regional Airport.

Sphere Commerce™ Order Form

(Stand-Alone Location)

This Order Form (this "**Order Form**") and the attached terms and conditions ("**Terms and Conditions**") form an agreement ("**Agreement**") between the client identified below ("**Client**") and SP Plus Corporation ("**SP+**") for SP+ to provide the solution described below (the "**Solution**") at the parking facility identified below (the "**Facility**").

1. **Date of Order Form**: 1/3/2022

2. **Solution**: The parties agree that SP+ shall provide Sphere Commerce™, a technology solution that enables end-to-end mobility and provides a touchless user experience for parking customers, at the Facility on the terms set forth below. Customers can access the Solution using their smartphones to pay for parking at the Facility.

3. **Client Information**

Name	Address	City	State	ZIP Code
Grand County – Canyonlands Regional Airport	125 East Center Street	Moab	UT	84532

4. **Facility Information**.

Options (check one)	If Gated, # of Lanes	Address	City	State	ZIP Code
(1) Gated Facility ☐ (2) Gateless Facility ☒ (3) On-Street Spaces ☐		110 Aviation Way	Moab	UT	84532

5. **Solution Start Date**: 2/16/2022

6. **Client Fees – Solution Options**

Options	Description	Client Fee	Order - check all that apply
Sphere – **Basic Package** (gated only)	Includes Parking.com account, rapid vehicle authentication technology via Bluetooth, with Near Field Communication (NFC) and Quick Response (QR code) back-up, delivered through Parking.com mobile app to provide native credentialing, bookings, and payments capabilities linked to customer accounts.	**$99.00**/month/lane (prorated for any partial)	☐
Sphere – **Plus Package** (gated only)	Includes voice and SMS added features to the Basic Package to support guest transactions, bookings, and payments without needing the Parking.com mobile app or a customer account.	**$149.00**/month/lane (prorated for any partial month)	☐
Sphere – **Premium Package** (gated only)	Includes the LPR version of the Plus Package that uses advanced image-processing technology to identify vehicles by their license plates. Image-processing software extracts vehicle license plate information to create a virtual ticket, grant free-flow access for entry/exit, prevent ticket swapping, and minimize fraudulent transactions.	**$299.00**/month/lane (prorated for any partial month)	☐
Online Services (promotion)	Promote parking availability at the Facility and use SP+'s proprietary pricing models to sell inventory across multiple online sales channels including SP+'s own websites and various third-party websites and reservation platforms (collectively, "**Online Services**"). The Facility shall be automatically enrolled for Online Services during the term of this Agreement unless Client elects not to participate in Online Services at any time by giving SP+ at least thirty (30) days' prior written notice.	A schedule of sales channels, fees, and terms of use will be provided on SP+'s online financial reporting system, *ClientView*	☒
Enforcement (automated or attendant)	If Client is interested in enforcement services, SP+ will provide a custom description and scope. Enforcement is managed by license plate and can be automated with cameras or performed by an attendant with a mobile device.	If applicable, SP+ will specify a fee.	☒
Other			☐

Grand County

By:_____
Name: Gabe Woytek
Title: Chair – Grand County Utah

SP Plus Corporation

By:_____
Greg Pearson
Senior Vice President, Product and Technology

Terms and Conditions
(Stand-Alone Location)

These Terms and Conditions are attached to an Order Form between Client and SP Plus Corporation ("**SP+**") for SP+ to provide the Solution at the Parking Facility identified on the Order Form. In the event of a conflict between the terms of the Order Form and these Terms and Conditions, these Terms and Conditions shall prevail and govern.

1. **Scope of Service**. SP+ will provide the Solution for Client at the Facility based on the applicable options selected by Client on the Order Form and these Terms and Conditions. For gateless facilities or on-street spaces, customers have the following touchless payment options: pay by app (Parking.com mobile app), text to pay, or scan to pay using Parking.com mobile app or Parking.com responsive webpage. For gated facilities, customers have the following credential options: Bluetooth, QR code, NFC tag, or LPR using the Parking.com mobile app, depending on the Facility's parking equipment and the options selected by Client on the Order Form. Without the Parking.com mobile app, customers may obtain credentials and pay for parking by phone or text message. The Solution will interface with the existing parking equipment at a gated facility through a cloud-enabled gate kit to control access (entry and exit). The Solution can accommodate on-demand and advance reservations for transient and monthly parking as needed. SP+ is not providing personnel to perform any on-site services at the Facility unless indicated otherwise on the Order Form. Client is responsible for operating the Facility including, without limitation, staffing (if applicable), cleaning, repairs, maintenance, insurance, and security. SP+ is not performing any on-site services unless indicated otherwise on the Order Form.

2. **Term**. This Agreement shall commence on the Solution Start Date listed on the Order Form (the "**Start Date**") and expire on the first anniversary of the Start Date, automatically continuing thereafter on a year-to-year basis until terminated. Notwithstanding the foregoing, either party may terminate this Agreement at any time during the Term, without cause or penalty, by giving at least 30 days' prior written notice of termination.

3. **Hardware & Signage**. For gateless facilities or on-street spaces, on-site hardware is not needed for the Solution. If Client would like signage for the Solution, SP+ shall provide Client with signage at a cost to be agreed upon by the parties in writing at the time of order. For gated facilities, SP+ (or SP+'s preferred vendor) shall install and maintain, at SP+'s cost, all necessary on-site hardware for the Solution, which includes a gate kit for each entrance/exit lane and in-lane instructional signage only. If Client would like any additional signage for the Solution, SP+ shall provide Client with additional signage at a cost to be agreed upon by the parties in writing at the time of order. Client grants SP+ permission to access the Facility to install, maintain, and remove the Solution hardware and signage. Upon termination of this Agreement, SP+ shall promptly remove, at SP+'s cost, all on-site hardware and signage, as applicable. For gated facilities, Client is responsible for providing internet connectivity at Client's cost for use of the Solution (25 Mbps minimum). Otherwise, SP+ will provide internet connectivity for an additional monthly fee.

4. **Receipts; Sales Tax**.

   (a) Gross Receipts. Gross Receipts shall be deposited into a federally insured bank account maintained by SP+. "**Gross Receipts**" shall mean all receipts earned and collected by SP+ for parking at the Facility less any (i) refunds, discounts or allowances made by SP+ to customers (if applicable), (ii) Sales Tax (defined below), and (iii) any credit card, debit card, electronic funds transfer or other payment processing fees ("**Processing Fees**"). Gross Receipts do not include Customer Fees (defined below).

   (b) Sales Tax. SP+ shall be responsible for remitting payment directly to the tax collector of any applicable sales, parking, use, excise, gross receipts or other tax or charge due the taxing authorities (collectively, "**Sales Tax**") based on Gross Receipts collected by SP+. Client shall be responsible for payment directly to the tax collector of any Sales Tax on any receipts collected by Client or its agents. Each party agrees to defend, indemnify and hold harmless the other party from any losses, costs (including reasonable attorney's fees), penalties or liabilities whatsoever arising from breach of its Sales Tax obligations.

   (c) Net Receipts. "**Net Receipts**" shall mean Gross Receipts less any Client Fees for Online Services and the Solution as specified on the Order Form. All Net Receipts, if any, shall be paid to Client on or before the day the monthly statement in Section 6 is provided to Client. Client will provide a W-9 tax form to SP+ along with electronic payment information so SP+ may transfer Net Receipts by ACH transfer.

5. **Fees**.

   (a) Client Fees.

      (1) Gateless. For gateless facilities or on-street spaces, no fees are due from Client for use of the Solution unless Client opts for additional services from SP+ as specified on the Order Form.

      (2) ~~Gated. For gated facilities, Client shall pay SP+ a monthly Solution fee ("**Client Fee**") as specified on the Order Form. SP+ may increase the Client Fee at any time by providing at least 30 days' prior written notice to Client. If this Agreement is signed by Client on or before June 30, 2021, no Client Fees will be due during the first six months of this Agreement (the "**Promotion**") on the condition that this Agreement continues for at least 12 months from the Commencement Date (the "**Minimum Term**"). If this Agreement is terminated by Client or expires prior to expiration of the Minimum Term, Client shall pay SP+ an early termination fee equal to the monthly Client Fee multiplied by the number of months remaining in the Minimum Term (the "**Early Termination Fee**"). SP+ may deduct the Client Fee (and any applicable costs approved by Client) from Net Receipts each month to the extent sufficient. If Net Receipts are insufficient to pay such amount, Client shall pay SP+ the amount due within ten (10) days after receipt of the monthly statement in Section 6 below.~~

   (b) Customer Fees. Any fees charged by SP+ to customers for use of the Solution or Parking.com (collectively, "**Customer Fees**") are in addition to and separate from the parking fees that are charged to customers and included in Gross Receipts. SP+ shall retain all

Customer Fees, which may be changed by SP+ from time to time. Customer Fees are currently $0.35 per transaction for transient parking at gateless facilities and $0.50 per transaction for transient parking at gated facilities. Advance reservations may also include an additional transaction processing fee. Customer Fees for monthly parking are subject to negotiation by the parties and will depend on client's needs and the number of monthly parkers at the Facility. Client may, at Client's option, elect to subsidize all or any portion of Customer Fees to reduce the amount charged to customers by notifying SP+ in writing and paying such amount to SP+ at the same time and in the same manner specified for payment of Client Fees.

6. **Reporting; Records.**

(a) Monthly Statement. Within fifteen (15) days after the end of each month, SP+ shall provide to Client through *ClientView* a standard monthly reporting statement showing Gross Receipts, Sales Tax, Processing Fees, and Net Receipts for the preceding month, and a general journal and revenue summary. If Client requests a customized statement, additional charges will apply.

(b) Records. SP+ shall keep complete reports and records of Gross Receipts, Sales Tax, Processing Fees, and Net Receipts ("**Records**"), which shall be kept in accordance with good accounting practices. SP+ shall permit Client to inspect the Records at SP+'s offices during normal business hours, at Client's expense upon reasonable advance written notice from Client, to the extent reasonably necessary to verify the accuracy of any monthly reporting statement within the preceding twelve (12) months. Expressly excluded from Records available for inspection are any Records or portion thereof containing sensitive credit card data or proprietary or confidential information. Client shall have the right to perform only one audit during any 12-month period.

7. **Data**. SP+ owns all data processed through the Solution or Parking.com to the maximum extent permitted by law.

8. **Notice**. Any notice required to be given to either party shall be given by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

To Client: At the address listed on the Order Form

To SP+:
SP Plus Corporation
Attn: Legal Department
200 East Randolph Street, Suite 7700
Chicago, IL 60601

with copy to:
SP Plus Corporation
Attn: Greg Pearson, SVP, Product and Technology
507 Mainstream Drive
Nashville, TN 37228

9. **Miscellaneous.**

9.1 Relationship of the Parties. No partnership or joint venture between the parties is created by this Agreement, it being agreed that SP+ is an independent contractor.

9.2 Force Majeure. Neither party shall be in breach of this Agreement for failure to perform any obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, including, without limitation, public health emergencies, outbreaks, epidemics, pandemics and natural disasters, acts of the public enemy, acts of public authority, act of war, weather conditions, riots, rebellion, civil commotion, civil unrest, demonstrations, protests, accidents, sabotage, terrorism, bioterrorism or any other circumstances for which it is not responsible or are not within its control.

9.3 Payments. If any payment is not received by SP+ when due under this Agreement, SP+ may: (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due; and/or (ii) terminate this Agreement upon 5 days' written notice without waiving any legal remedies including the right to recover attorneys' fees or other expenses. If Client fails to pay any fees or costs due SP+ under this Agreement, SP+ shall have a right of setoff and may deduct such amounts from any payments due Client under this Agreement, in addition to any other rights and remedies.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Facility is located.

9.5 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

9.6 Liability. Neither party will be liable for any consequential, punitive, special or exemplary damages including lost profits. SP+'s maximum, cumulative liability shall not exceed the amount of Client Fees paid to SP+.

9.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

9.8 Counterparts and Signatures. This Agreement may be executed in any number of separate counterparts, each of which shall together be deemed an original, but the several counterparts shall together constitute but one and the same Agreement. A facsimile, portable document format (PDF) file or other reproduction of this Agreement may be executed by one or both parties, and an executed copy of this Agreement may be delivered by one or both parties by facsimile or by electronic mail in a PDF file, and such execution and delivery shall be legally binding.

GRAND COUNTY COMMISSION
Gabriel Woytek (Chair) · Jacques Hadler (Vice Chair)
Evan Clapper · Trish Hedin · Mary McGann
Sarah Stock · Kevin Walker

February 15, 2022

To Whom It May Concern,

We are submitting this letter to show our support for the recreational value that the footbridge over pack creek provides to the residents and visitors of Moab. The current bridge has been decommissioned for safety concerns. This is problematic because this bridge is the safest and most efficient bike and walking connection between downtown and the entire northeast section of Moab, to the recreational opportunities that the Pipedream trail system and all of the endless public lands accessed by Kane Creek Blvd offer.

With its seemingly endless outdoor recreation opportunities, Moab has become a World famous destination for those seeking adventures in the outdoors. For Moab residents, who also enjoy these resources, more accessible opportunities that don't require a trip in an automobile add so much to our quality of life. This is where the importance of the Pack Creek bridge lies. Much of the eastern slope of our valley is held in private lands. However, the west side immediately adjacent to town is a mix of public lands. Here you'll find Moab residents and visitors enjoying outdoor recreation in the form of biking, hiking, dog walking, rock art viewing, etc, all a stone's throw away from neighborhoods and downtown. The catch is that for the majority of the town, the options for getting to these recreational opportunities under human power are limited. Without a Bridge over Pack Creek offering a safe and direct route, bikers and pedestrians are forced to travel along an increasingly congested Main Street with no viable arteries heading west over the creek.

Historically, the Pack Creek bridge has been one of two ways for bikers and pedestrians to connect from the center of town to public lands on the west side of the valley, and also for young residents of the Mountain View neighborhood to safely access the Mill Creek Pathway. Once on the pathway, kids have easy access to many of the in town recreational opportunities such as Anonymous BMX Park, Robin Groff Bike Skills Park, The Center Street Ball Fields, Mill Creek, etc. In fact the bridge is an integral part of an informal circuit neighborhood kids use to ride or walk around town simply for the pleasure of cruising around Moab. To underscore the importance of the bridge, the other of these routes into town was recently closed where it crossed private land, leaving the Pack Creek bridge as the safest, most direct non-motorized route.

In closing, The Pack Creek bridge is an essential corridor for safely and efficiently reaching public lands adjacent to town on the west side as well as for residents young and old on the west side to safely and efficiently access the many in town recreational opportunities.

Sincerely,

Gabriel Woytek, Chair
Grand County Commission

GC Master Calendar, Holidays in United States

Feb 2022 (Mountain Time - Denver)

Mon	Tue	Wed	Thu	Fri
31	1 First Day of Black History 9am - BLM Customer Service Week 8:30am - SARC meeting 4pm - Commission Meeting	2	3 11am - Housing Task Force 4pm - Boundary 7pm - Water SSD & GWSSA	4
7 Canyonlands Business 1pm - Community 5:30pm - Mosquito Ab. Mtg	8 11am - Trail Mix Mtg 2pm - Conservation Dist. Mtg 3pm - MATC Bd. Mtg 5:30pm - OSTA Mtg 6pm - Cemetery Bd Mtg 6pm - Transportation SSD	9 1pm - Homeless Coordinating 6:30pm - Thompson Water	10 12:30pm - Motorized Trails 5:30pm - Cany Healthcare	11
14 Valentine's Day 12:30pm - Council on Aging 4:30pm - Planning	15 9am - EMS SSD meeting @ 4pm - Commission Meeting 4pm - Moab Fire Protection 4pm - TSSSFD Mtg	16 1:30pm - Perf. Rvw. Mtg 5:30pm - Museum Mtg 7pm - Rec. SSD Bd. Mtg @	17 12pm - HASU Bd. Mtg 4pm - Arches SSD Mtg 7pm - Water SSD & GWSSA	18
21 Presidents' Day	22	23 8:30am - Chamber of 4pm - Solid Waste SSD Mtg	24 12pm - SEUALG Mtg	25
28 4:30pm - Planning	1 First Day of Women's History 8:30am - SARC meeting 4pm - Commission Meeting	2	3 11am - Housing Task Force 7pm - Water SSD & GWSSA	4