



*ENHANCING OUR VIBRANT COMMUNITY AND IMPROVING OUR QUALITY OF LIFE*

## MOAB PLANNING COMMISSION

**February 12, 2026**

### REGULAR MEETING - 6:00 PM

City Council Chambers  
217 East Center Street  
Moab, Utah 84532

1. 6:00 P.M. Call To Order

2. Citizens To Be Heard

To have your comments considered for the Citizens to Be Heard portion of the electronic meeting, please fill out the form found here:

[HTTPS://DOCS.GOOGLE.COM/FORMS/D/E/1FAIPQLSECP3KYU0F\\_F8J6J5ROFAEUPTNKW938GR8D VWEOJJH-AQFNGA/VIEWFORM?VC=0&C=0&W=1](https://docs.google.com/forms/d/e/1FAIPQLSECP3KYU0F_F8J6J5ROFAEUPTNKW938GR8D VWEOJJH-AQFNGA/VIEWFORM?VC=0&C=0&W=1)

You must submit your comments by 5:00 pm on the day of the meeting. Please limit your comments to 400 words

3. Approval Of Minutes

Documents:

[MIN-PC-2026-01-08 DRAFT.PDF](#)

4. Public Hearing, Consideration, And Possible Recommendation Of Moab City Council Ordinance 2026-03, An Ordinance Enacting Section 15.08.011 Under Title 15, Chapter 15.08 Of The Moab Municipal Code To Adopt The 2006 Edition Of The Utah Wildland-Urban Interface Code

Documents:

[AGENDA SUMMARY.PDF](#)

[EXHIBIT 1 - 2006 WILDLAND-URBAN INTERFACE CODE.PDF](#)

[EXHIBIT 2- UWUIC MAP DRAFT.PDF](#)

[EXHIBIT 3- MOAB WUIA ORDINANCE \(2025-13 -30\) 4924-1780 -4921 V.2.PDF](#)

[EXHIBIT 4\\_PUBLIC HEARING NOTICE\\_CITY OF MOAB\\_PLANNING COMMISSION\\_ORDINANCE 2026-03\\_021226.PDF](#)

5. Action Item

5.1. Consideration And Possible Approval Of Planning Resolution No. 03-2026, A Resolution Approving A Preliminary Plat For The Amasa Apartments For Property Located At 57 Kane Creek Boulevard, Moab UT, 84532.

Documents:

[AMASA APARTMENTS PRELIMINARY PLAT PC AGENDA SUMMARY.PDF](#)

[EXHIBIT 1 PLANNING RESOLUTION 03-2026 AMASA PRELIMINARY PLAT\\_ 012226.PDF](#)

EXHIBIT 2\_VICINITY MAP\_AMASA APARTMENTS PRELIMINARY PLAN\_PC 012226.PDF  
EXHIBIT 3\_PRELIMINARY PLAT (2).PDF  
EXHIBIT 4\_PLAT REVIEW MATRIX- AMASA.PDF  
EXHIBIT 5\_APPROVED AMASA DEVELOPMENT AGREEMENT.PDF

- 5.2. Consideration And Possible Approval Of Planning Resolution No. 02-2026, A Resolution Approving A Preliminary Site Plan For The Amasa Apartments For Property Located At 57 Kane Creek Boulevard, Moab UT, 84532.

Documents:

AMASA APARTMENTS PRELIMINARY PLAN PC AGENDA SUMMARY.PDF  
EXHIBIT 1 PLANNING RESOLUTION 02-2026 AMASA PRELIMINARY SITE PLAN\_ 012226.PDF  
EXHIBIT 2\_VICINITY MAP\_AMASA APARTMENTS PRELIMINARY PLAN\_PC 012226.PDF  
EXHIBIT 3\_AMASA - PRELIMINARY SITE PLAN.PDF  
EXHIBIT 4\_PHASE 1 PLAN REVIEW MATRIX- AMASA.PDF  
EXHIBIT 5\_APPROVED AMASA DEVELOPMENT AGREEMENT.PDF

- 5.3. Consideration And Possible Approval Of Planning Resolution 04-2026, A Planning Resolution Approving The Landscaping Special Exception Request, For Property At 985 South Main, Moab, Utah 84532

Documents:

MAVERIK LANDSCAPING SPECIAL EXCEPTION REQUEST\_PC AGENDA\_021226.PDF  
EXHIBIT 1\_PLANNING RESOLUTION 04-2026 MAVERIK LANDSCAPING SPECIAL EXCEPTION REQUEST\_PC 021226.PDF  
EXHIBIT 2\_VICINITY MAP.PDF  
EXHIBIT 3\_LANDSCAPE PLANS.PDF  
EXHIBIT 4\_REQUEST LETTER.PDF

- 5.4. Consideration And Possible Approval Of Planning Resolution No. 05-2026, A Planning Resolution Approving The Parking Special Exception Request, For (1) One Parking Space, For The Bonjour Eating Establishment Expansion On Property Located At 59 S Main Street, Moab, UT 84532.

Documents:

BONJOUR EATING ESTABLISHMENT EXPANSION PARKING SPECIAL EXCEPTION REQUEST PC AGENDA SUMMARY.PDF  
EXHIBIT 1\_PLANNING RESOLUTION 05-2025 BONJOUR PARKING SPECIAL EXCEPTION REQUEST 021226.PDF  
EXHIBIT 2\_VICINITY MAP.PDF  
EXHIBIT 3\_PLANS.PDF  
EXHIBIT 4\_NARRATIVE.PDF

- 5.5. Consideration And Possible Approval Of Planning Resolution No.6-2026, A Planning Resolution Approving The Buffering And Screening Special Exception Request, For Property At 1410 South Highway 191, Moab, Utah 84532

Documents:

RED ROCK 2 BUFFERING AND SCREENING EXCEPTION REQUEST\_PC AGENDA\_021226.PDF  
EXHIBIT 1\_PLANNING RESOLUTION 2-2026\_1410 BUFFERING AND SCREENING SPECIAL EXCEPTION REQUEST 021226 - NEEDS WORK.PDF  
EXHIBIT 2\_VICINITY MAP.PDF  
EXHIBIT 3\_LANDSCAPING PLANS.PDF  
EXHIBIT 4\_REQUEST LETTER 021226.PDF

## 6. Discussion Item

- 6.1. Land Use Code Update Discussion

Documents:

PC LAND USE CODE UPDATE AGENDA SUMMARY.DOCX  
USES AND DEFINITIONS -CODE REWRITE - BIG BUCKET WORKING.PDF

## 7. Future Agenda Items

## 8. Adjournment

**Special Accommodations:**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Recorder's Office at 217 East Center Street, Moab, Utah 84532; or phone (435) 259-5121 at least three (3) working days prior to the meeting.

Check our website for updates at: [www.moabcity.org](http://www.moabcity.org)

**MOAB CITY PLANNING COMMISSION MINUTES—DRAFT  
REGULAR MEETING  
January 8, 2026**

**Call to Order and Attendance:** Moab City Planning Commission held its regular meeting on the above date in City Council chambers. Audio is archived at [www.utah.gov/pmn](http://www.utah.gov/pmn) and video is archived at [www.youtube.com/watch?v=f8HnwQnjzEk](https://www.youtube.com/watch?v=f8HnwQnjzEk). Commission Chair Kya Marienfeld called the meeting to order at 6:11 p.m. Commission Member Jill Tatton attended, and Carolyn Conant attended via electronic means. Community Development Director Cory Shurtleff, Planning Technician Kelsi Garcia, Building Official Barry Ellison, Associate Planner Johanna Blanco and two members of the public also attended. One applicant participated via electronic means.

**Citizens to be Heard:** None.

**Approval of Minutes:** Commission Member Tatton moved to approve the draft minutes of the December 11, 2025, Regular Planning Commission meeting. Commission Member Conant seconded the motion. The motion passed unanimously.

**Level II Site Plan for the Shumway Mixed Use Development—Approved**

**Presentation and Discussion:** Associate Planner Blanco introduced **Planning Resolution 01-2026**, a resolution conditionally approving a Level II Site Plan for the Shumway Mixed Use Development for property located at 1082 South Highway 191, Moab UT, 84532. She said the development met all requirements with one condition regarding retaining wall design. Ty Shumway, the developer, stated he has owned the property since 2017 and said he has sought to present a development that addressed the best and highest need in the community. He said he had some firm commitments for tenants and other soft commitments for office space, café and executive offices. Community Development Director Shurtleff stated the developer seeks annexation into the City. Marienfeld and Conant spoke favorably about the proposed site plan. Shurtleff introduced an amendment to the proposed conditional wording.

**Motion and Vote:** Commission Member Tatton moved that the City of Moab Planning Commission conditionally approve **Planning Resolution 01-2026**, a planning resolution conditionally approving the Level II Site Plan for the Shumway Mixed Use Development Cooperative for property located at 1082 South Highway 191 Moab, Utah 84532, with the following condition: all outstanding comments must be approved by the City Engineer and i. the final retaining wall design must be approved by the City Engineering Department. Commission Member Conant seconded the motion. The motion passed unanimously.

**Annexation of Property Located at 486 Riversands Road—Positive Recommendation**

**Presentation and Discussion:** Associate Planner Blanco presented draft **Ordinance 2026-01**, an ordinance to annex property located at 486 Riversands Road, Moab, UT 84532, into the City of Moab. She said the current zoning is Rural Residential and the proposed zoning is split between C-2 Commercial and R-3 Residential. Blanco explained the pre-annexation agreement was approved in 2024, and included provisions that all housing would be 100 percent active employment households (AEH), and she said the parcel will undergo a minor subdivision process. Community Development Director Shurtleff presented a brief history of the property's annexation process. Developer representative Ben Byrd described the effort to build alternative dwellings on foundations for workforce housing. Commission Member Conant brought up a discrepancy in the C-2 versus C-3 zoning request. It was determined that the C-2 was a typing error. She also asked if there were comments from neighbors. Shurtleff said two letters have been received. He said the objections regarded the proposed residential density, not the annexation. He explained the complaints about density were not applicable for this process but could be considered during the upcoming public hearing process. He said the letters were more appropriate for the pre-annexation period. Concerns about utilities and density were stated in the letters.

**Motion and Vote:** Commission Member Conant moved to forward a positive recommendation to the Moab City Council regarding **Ordinance 2026-01**, an ordinance to approve the annexation of property located at 486 Riversands Road, Moab, Utah 84532. Commission Member Tatton seconded the motion. The motion passed unanimously.

### ***Land Use Code Update—Discussion***

Building Official Ellison joined the discussion regarding defined uses. Shurtleff described uses and occupancies. He gave examples of medical offices, assembly workshops, and others. Ellison stated there were designated occupancy groups which inform regulations for maximum occupancy, fire exits and other safety concerns. Discussion ensued regarding possible uses to add, with as few headings as possible and with simple definitions. Examples included carpentry shops, fireworks stores, shoe repair shops, and coffee roasters. Possible uses to add from an array of examples included amusement park, mini-golf course, heli-pad, indoor shooting range, on-site employee housing, and more. Commission Chair Marienfeld brought up home-based businesses such as accountants. Associate Planner Blanco said she was working on a framework to update home enterprises and Shurtleff expanded on home enterprise tiers of intensity. Conant asked about districts he referred to, and Shurtleff clarified he was referring to zones. Blanco explained options of how the use definitions could be formatted, including an option with broad headings and then subheadings with more specificity. Blanco described a recent trend of business license applicants who request mixed uses to improve the odds for success by integrating various potential uses. Conant asked if other municipal code examples tackled the mixed-use concept. Blanco said she would process Commission feedback and stated she would send a draft for review before the next meeting. Shurtleff raised a question for future consideration regarding the definition of a dwelling. He brought up bathroom facilities and kitchens, as well as illegal living spaces that bend the rules. He requested that Commission members review the definition of dwelling and consider actual conditions in the community. He said the discussion would consider the definition in relation to safety considerations.

### ***Future Agenda Items:***

Blanco said the Wildland Urban Interface would be presented for further consideration. She said the Amasa preliminary plan and plat would also be on the agenda for the next meeting on January 29. Shurtleff brought up a vacancy on the planning commission.

***Adjournment:*** Commission Chair Marienfeld adjourned the meeting at 7:58 p.m.



**TITLE:** Public Hearing, Consideration, and Possible Recommendation of Moab City Council Ordinance 2026-03, an Ordinance Enacting Section 15.08.011 Under Title 15, Chapter 15.08 of the Moab Municipal Code to Adopt the 2006 Edition of the Utah Wildland-Urban Interface Code

**DISPOSITION:** Public Hearing

**PRESENTER/S:** Alexi Lamm and Cory Shurtleff

**ATTACHMENT/S:**

Exhibit 1- 2006 Utah Wildland-Urban Interface Code

Exhibit 2- UWUIC Map draft

Exhibit 3- UWUIC Ordinance draft

Exhibit 4- Public hearing notice

**RECOMMENDED MOTION/S:** I move to positively recommend approval of Moab City Council Ordinance 2026-03, an ordinance enacting Section 15.08.011 Under Title 15, Chapter 15.08 of the Moab Municipal Code to Adopt the 2006 Edition of the Utah Wildland-Urban Interface Code

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**SUMMARY:**

The State of Utah, through Utah House Bill 48 (2025) encourages municipalities to adopt the 2006 Utah Wildland-Urban Interface Code (UWUIC) and create a map identifying properties where the code will apply. The code was provided by the state, so City staff have worked toward developing the accompanying map.

To ensure preparedness requirements are aligned with actual wildfire risk, staff consulted with Rim to Rim Restoration, the Moab Valley Fire Department, Grand County Emergency Management, and the City Attorney. Staff also reviewed multiple wildfire risk and preparedness maps, including Utah Structural Exposure Score, the Community Wildfire Preparedness Plan for the Wildland – Urban Interface in Grand County and Moab City, historic fire, and others. The planning commission discussed the topic previously on December 1 and 11, 2025.

Based on inconsistent evaluations of wildfire risk, the potential impacts of applying the UWUIC, consultation with local authorities, legal guidance, and Planning Commission input, staff recommend adopting a map that identifies no properties for application of the UWUIC. The UWUIC and proposed map are included as Exhibits 1 and 2, and a draft ordinance adopting the code is included as Exhibit 3.

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**RELEVANT LAWS, STUDIES & PLANS:**

Moab City and Moab Valley Fire Protection District Community Wildfire Preparedness Plan 2020, Utah House Bill 48 Wildland Urban Interface Modifications, Healthy Forests Restoration Act (HFRA) 2003, 2006 Utah Wildland-Urban Interface Code

**RESPONSIBLE DEPARTMENT:**

Strategic Initiatives, Community Development



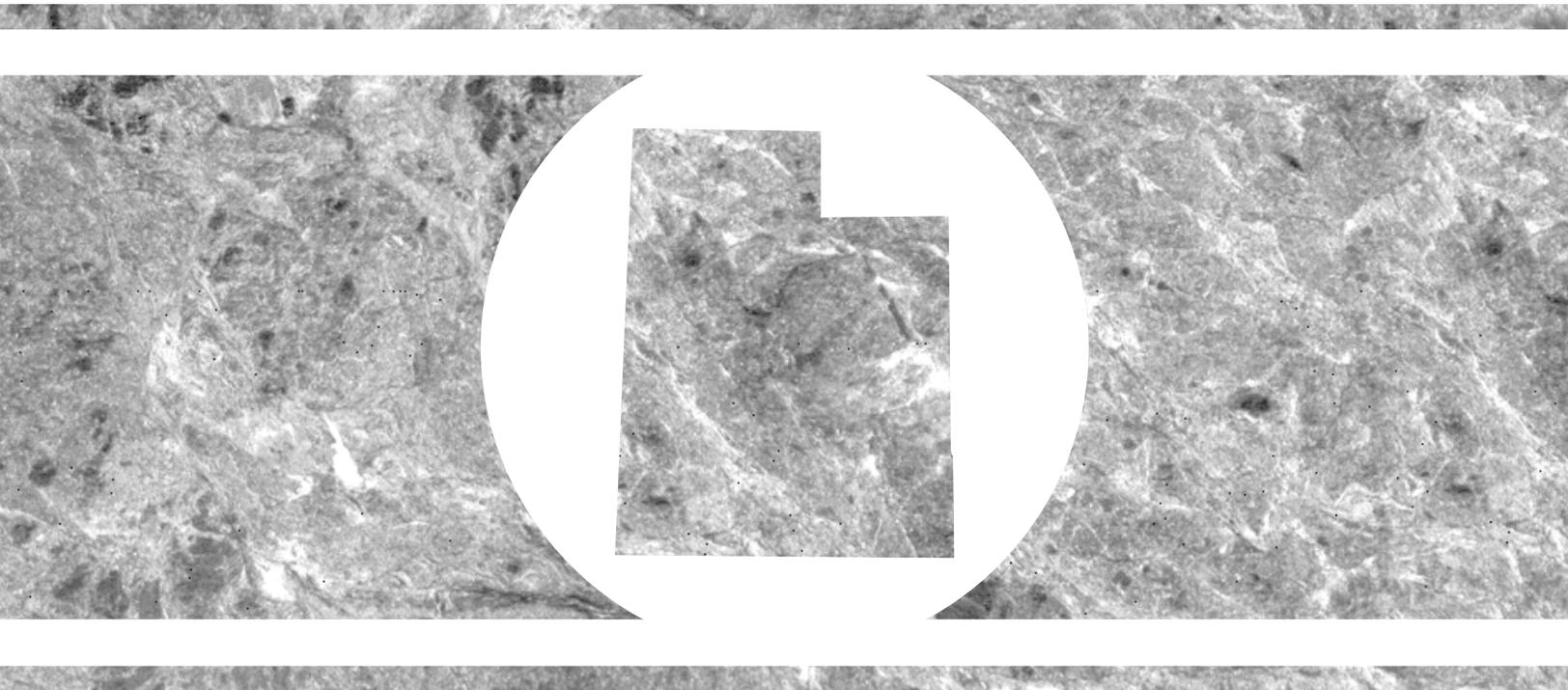
MOAB CITY PLANNING  
COMMISSION AGENDA

February 12, 2026

**FINANCIAL IMPACT:**

State requirements for the City to adopt a WUI code and map could affect development opportunities and costs on the affected properties. The State's adopted map will also have costs associated with inspection fees and insurance.

# **2006 UTAH WILDLAND-URBAN INTERFACE CODE**



2006 Utah Wildland-Urban Interface Code

*First Printing:* July 2006  
*Second Printing:* October 2006  
*Third Printing:* March 2007  
*Fourth Printing:* February 2008  
*Fifth Printing:* June 2008

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# PREFACE

## Introduction

Internationally, code officials recognize the need for a modern, up-to-date code addressing the mitigation of fire in the urban-wildland interface. The *International Wildland-Urban Interface Code*<sup>™</sup>, in this 2003 edition, is designed to bridge the gap between enforcement of the *International Building Code*<sup>®</sup> and *International Fire Code*<sup>®</sup> by mitigating the hazard of wildfires through model code regulations, which safeguard the public health and safety in all communities, large and small.

This comprehensive urban-wildland interface code establishes minimum regulations for land use and the built environment in designated urban-wildland interface areas using prescriptive and performance-related provisions. It is founded on data collected from tests and fire incidents, technical reports and mitigation strategies from around the world. This 2003 edition is fully compatible with all the *International Codes*<sup>™</sup> (“I-Codes”<sup>™</sup>) published by the International Code Council<sup>®</sup> (ICC<sup>®</sup>), including the *International Building Code*<sup>®</sup>, *ICC Electrical Code*<sup>™</sup>, *International Energy Conservation Code*<sup>®</sup>, *International Existing Building Code*<sup>®</sup>, *International Fire Code*<sup>®</sup>, *International Fuel Gas Code*<sup>®</sup>, *International Mechanical Code*<sup>®</sup>, *ICC Performance Code*<sup>™</sup>, *International Plumbing Code*<sup>®</sup>, *International Private Sewage Disposal Code*<sup>®</sup>, *International Property Maintenance Code*<sup>®</sup>, *International Residential Code*<sup>®</sup> and *International Zoning Code*<sup>®</sup>.

The *International Wildland-Urban Interface Code* provisions provide many benefits, including the model code development process, which offers an international forum for fire safety professionals to discuss performance and prescriptive code requirements. This forum provides an excellent arena to debate proposed revisions. This model code also encourages international consistency in the application of provisions.

## Development

This is the first edition of the *International Wildland-Urban Interface Code* (2003) and is the culmination of an effort initiated in 2001 by the ICC and the three statutory members of the International Code Council: Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO) and Southern Building Code Congress International (SBCCI). The intent was to draft a comprehensive set of regulations for mitigating the hazard to life and property from the intrusion of fire from wildland exposures and fire from adjacent structures, and preventing structure fires from spreading to wildland fuels. Technical content of the 2000 *Wildland-Urban Interface Code*, published by the International Fire Code Institute, was utilized as the basis for the development, followed by the publication of the 2001 Final Draft. This 2003 edition is based on the Final Draft, with changes approved in the 2002 ICC Code Development Process. A new edition such as this is promulgated every three years.

With the development and publication of the family of *International Codes* in 2000, the continued development and maintenance of the model codes individually promulgated by BOCA (“BOCA National Codes”), ICBO (“Uniform Codes”) and SBCCI (“Standard Codes”) was discontinued. The 2003 *International Codes*, as well as their predecessors—the 2000 *International Codes*—are intended to be the successor set of codes to those codes previously developed by BOCA, ICBO and SBCCI.

The development of a single family of comprehensive and coordinated *International Codes* was a significant milestone in the development of regulations for the built environment. The timing of this publication mirrors a milestone in the change in structure of the model codes, namely, the pending consolidation of BOCA, ICBO and SBCCI into the ICC. The activities and services previously provided by the individual model code organizations will be the responsibility of the consolidated ICC.

This code is founded on principles intended to mitigate the hazard from fires through the development of provisions that adequately protect public health, safety and welfare; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types or classes of materials, products or methods of construction.

## Adoption

The *International Wildland-Urban Interface Code* is available for adoption and use by jurisdictions internationally. Its use within a governmental jurisdiction is intended to be accomplished through adoption by reference in accordance with proceedings establishing the jurisdiction’s laws. At the time of adoption, jurisdictions should insert the appropriate information in provisions requiring specific local information, such as the name of the adopting jurisdiction. These locations are shown in bracketed words in small capital letters in the code and in the sample ordinance. The sample adoption ordinance on page v addresses several key elements of a code adoption ordinance, including the information required for insertion into the code text.

## **Maintenance**

The *International Wildland-Urban Interface Code* is kept up-to-date through the review of proposed changes submitted by code enforcing officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The contents of this work are subject to change both through the Code Development Cycles and the governmental body that enacts the code into law. For more information regarding the code development process, contact the Code and Standard Development Department of the International Code Council.

Although the development procedure of the *International Wildland-Urban Interface Code* assures the highest degree of care, ICC and the founding members of ICC—BOCA, ICBO and SBCCI—their members and those participating in the development of this code do not accept any liability resulting from compliance or noncompliance with the provisions, because ICC and its founding members do not have the power or authority to police or enforce compliance with the contents of this code. Only the governmental body that enacts the code into law has such authority.

## **Authority**

The Division is required to establish minimum standards for a wildland fire ordinance and specify minimum standards for wildland fire training, certification and wildland fire suppression equipment in accordance with subsections 65A-8-6(3)(a) and 65A-8-6(3)(b). This requirement is promulgated under general rule-making authority of subsection 65A-1-4(2).

# ORDINANCE

The *International Codes* are designed and promulgated to be adopted by reference by ordinance. Jurisdictions wishing to adopt the 2003 *International Wildland-Urban Interface Code* as an enforceable regulation for the mitigation of fire in the urban-wildland interface should ensure that certain factual information is included in the adopting ordinance at the time adoption is being considered by the appropriate governmental body. The following sample adoption ordinance addresses several key elements of a code adoption ordinance, including the information required for insertion into the code text.

## Minimum Standards for Wildland Fire Ordinance

The division uses the *International Wildland-Urban Interface Code* as a basis for establishing the minimum standards discussed in this document. A county ordinance that at least meets the minimum standards should be in place by September 2006.

The Division incorporates by reference the 2003 *International Code Council Wildland-Urban Interface Code* as the minimum standard for wildland fire ordinance in conjunction with Utah requirements.

## SAMPLE ORDINANCE FOR ADOPTION OF THE *INTERNATIONAL WILDLAND-URBAN INTERFACE CODE*

### ORDINANCE NO. \_\_\_\_\_

An ordinance of the [JURISDICTION] adopting the 2003 edition of the *International Wildland-Urban Interface Code* as currently amended by the division of Forestry, Fire and State Lands, regulating and governing the mitigation of hazard to life and property from the intrusion of fire from wildland exposures, fire from adjacent structures and prevention of structure fires from spreading to wildland fuels in the [JURISDICTION]; providing for the issuance of permits and collection of fees therefor; repealing Ordinance No. \_\_\_\_\_ of the [JURISDICTION] and all other ordinances and parts of the ordinances in conflict therewith.

The [GOVERNING BODY] of the [JURISDICTION] does ordain as follows:

**Section 1.** That a certain document, three (3) copies of which are on file in the office of the [TITLE OF JURISDICTION'S KEEPER OF RECORDS] of [NAME OF JURISDICTION], being marked and designated as the *International Wildland-Urban Interface Code*, 2003 edition, including Appendix Chapters [FILL IN THE APPENDIX CHAPTERS BEING ADOPTED], as published by the International Code Council, be and is hereby adopted as the Urban-Wildland Interface Code of the [JURISDICTION], in the State of [STATE NAME] for regulating and governing the mitigation of hazard to life and property from the intrusion of fire from wildland exposures, fire from adjacent structures and prevention of structure fires from spreading to wildland fuels as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Urban-Wildland Interface Code on file in the office of the [JURISDICTION] are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**Section 2.** The following sections are hereby revised:

Section 101.1. Insert: [NAME OF JURISDICTION]

**Section 3.** That Ordinance No. \_\_\_\_\_ of [JURISDICTION] entitled [FILL IN HERE THE COMPLETE TITLE OF THE ORDINANCE OR ORDINANCES IN EFFECT AT THE PRESENT TIME SO THAT THEY WILL BE REPEALED BY DEFINITE MENTION] and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 4.** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The [GOVERNING BODY] hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**Section 5.** That nothing in this ordinance or in the *Wildland-Urban Interface Code* hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**Section 6.** That the [JURISDICTION'S KEEPER OF RECORDS] is hereby ordered and directed to cause this ordinance to be published. (An additional provision may be required to direct the number of times the ordinance is to be published and to specify that it is to be in a newspaper in general circulation. Posting may also be required.)

**Section 7.** That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect [TIME PERIOD] from and after the date of its final passage and adoption.

**Section 8.** Specific boundaries of natural or man-made features of wildland-urban interface areas shall be as shown on the wildland area interface map. The legal description of such areas is as described as follows: [INSERT LEGAL DESCRIPTION]

# TABLE OF CONTENTS

<p><b>CHAPTER 1 ADMINISTRATION..... 1</b></p> <p>Section</p> <p>101 General ..... 1</p> <p>102 Authority of the Code Official ..... 1</p> <p>103 Compliance Alternatives..... 2</p> <p>104 Appeals ..... 2</p> <p>105 Permits ..... 2</p> <p>106 Plans and Specifications ..... 3</p> <p>107 Inspection and Enforcement ..... 4</p> <p>108 Certificate of Completion ..... 5</p> <p><b>CHAPTER 2 DEFINITIONS ..... 7</b></p> <p>Section</p> <p>201 General ..... 7</p> <p>202 Definitions..... 7</p> <p><b>CHAPTER 3 WILDLAND-URBAN INTERFACE AREAS..... 9</b></p> <p>Section</p> <p>301 Wildland-Urban Interface Area Designations..... 9</p> <p><b>CHAPTER 4 WILDLAND-URBAN INTERFACE AREA REQUIREMENTS ..... 11</b></p> <p>Section</p> <p>401 General ..... 11</p> <p>402 Applicability ..... 11</p> <p>403 Access..... 11</p> <p>404 Water Supply..... 12</p> <p>405 Fire Protection Plan..... 13</p> <p><b>CHAPTER 5 SPECIAL BUILDING CON- STRUCTION REGULATIONS .... 15</b></p> <p>Section</p> <p>501 General ..... 15</p> <p>502 Fire Hazard Severity ..... 15</p> <p>503 Ignition-resistant Construction ..... 15</p> <p>504 Class 1 Ignition-resistant Construction ..... 15</p> <p>505 Class 2 Ignition-resistant Construction ..... 16</p> <p>506 Class 3 Ignition-resistant Construction ..... 17</p> <p>507 Replacement or Repair of Roof Coverings ..... 18</p>	<p><b>CHAPTER 6 FIRE-PROTECTION REQUIREMENTS ..... 19</b></p> <p>Section</p> <p>601 General ..... 19</p> <p>603 Defensible Space..... 19</p> <p>604 Maintenance of Defensible Space..... 20</p> <p>605 Spark Arresters ..... 20</p> <p>606 Liquefied Petroleum Gas Installations ..... 20</p> <p>607 Storage of Firewood and Combustible Materials ..... 20</p> <p><b>APPENDIX A GENERAL REQUIREMENTS..... 21</b></p> <p>Section</p> <p>A101 General ..... 21</p> <p>A102 Vegetation Control ..... 21</p> <p>A103 Access Restrictions ..... 22</p> <p>A104 Ignition Source Control..... 22</p> <p>A105 Control of Storage..... 23</p> <p>A106 Dumping ..... 23</p> <p>A107 Protection of Pumps and Water Storage Facilities..... 23</p> <p>A108 Land Use Limitations ..... 24</p> <p><b>APPENDIX B VEGETATION MANAGEMENT PLAN..... 25</b></p> <p><b>APPENDIX C FIRE HAZARD SEVERITY FORM..... 27</b></p> <p><b>INDEX..... 29</b></p>
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# CHAPTER 1

## ADMINISTRATION

### SECTION 101 GENERAL

**101.1 Scope.** The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises within the urban-wildland interface areas in this jurisdiction.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

**101.2 Objective.** The objective of this code is to establish minimum regulations consistent with nationally recognized good practice for the safeguarding of life and property. Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels.

The development and use of property in wildland-urban interface areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to provide adequate fire-protection facilities to control the spread of fire in wildland-urban interface areas shall be in accordance with this code.

This code shall supplement the jurisdiction's building and fire codes, if such codes have been adopted, to provide for special regulations to mitigate the fire- and life-safety hazards of the wildland-urban interface areas.

**101.3 Retroactivity.** The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code, to conditions which, in the opinion of the code official, constitute a distinct hazard to life or property.

**101.4 Additions or alterations.** Additions or alterations may be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided the addition or alteration conforms to that required for a new building or structure.

**Exception:** Provisions of this code that specifically apply to existing conditions are retroactive. See Section 601.1 and Appendix A.

Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally

unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

**101.5 Maintenance.** All buildings, structures, landscape materials, vegetation, defensible space or other devices or safeguards required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings, structures, landscape materials and vegetation.

### SECTION 102 AUTHORITY OF THE CODE OFFICIAL

**102.1 Powers and duties of the code official.** The code official is hereby authorized to administer and enforce this code, or designated sections thereof, and all ordinances of the jurisdiction pertaining to designated wildland-urban interface areas. For such purposes, the code official shall have the powers of a law enforcement officer.

**102.2 Interpretations, rules and regulations.** The code official shall have the power to render interpretations of this code and to adopt and enforce rules and supplemental regulations to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance to the intent and purpose of this code.

A copy of such rules and regulations shall be filed with the clerk of the jurisdiction and shall be in effect immediately thereafter. Additional copies shall be available for distribution to the public.

**102.3 Liability of the code official.** The code official charged with the enforcement of this code, acting in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties. A suit brought against the code official or employee because of such act or omission performed by the code official or employee in the enforcement of any provision of such codes or other pertinent laws or ordinances implemented through the enforcement of this code or enforced by the code enforcement agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting therefrom shall be assumed by this jurisdiction. The code enforcement agency or its parent jurisdiction shall not be held as assuming any liability by reason of the inspections authorized by this code or any permits or certificates issued under this code.

**102.4 Other agencies.** When requested to do so by the code official, other officials of this jurisdiction shall assist and coop-

erate with the code official in the discharge of the duties required by this code.

**SECTION 103  
COMPLIANCE ALTERNATIVES**

**103.1 Practical difficulties.** When there are practical difficulties involved in carrying out the provisions of this code, the code official is authorized to grant modifications for individual cases on application in writing by the owner or a duly authorized representative. The code official shall first find that a special individual reason makes enforcement of the strict letter of this code impractical, the modification is in conformance to the intent and purpose of this code, and the modification does not lessen any fire protection requirements or any degree of structural integrity. The details of any action granting modifications shall be recorded and entered into the files of the code enforcement agency.

If the code official determines that difficult terrain, danger of erosion or other unusual circumstances make strict compliance with the vegetation control provisions of the code detrimental to safety or impractical, enforcement thereof may be suspended, provided that reasonable alternative measures are taken.

**103.2 Technical assistance.** To determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a building or premises subject to the inspection of the code official, the code official is authorized to require the owner or the person in possession or control of the building or premises to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the code official and the owner and shall analyze the fire safety of the design, operation or use of the building or premises, the facilities and appurtenances situated thereon and fuel management for purposes of establishing fire hazard severity to recommend necessary changes.

**103.3 Alternative materials or methods.** The code official, in concurrence with approval from the building official and fire chief, is authorized to approve alternative materials or methods, provided that the code official finds that the proposed design, use or operation satisfactorily complies with the intent of this code and that the alternative is, for the purpose intended, at least equivalent to the level of quality, strength, effectiveness, fire resistance, durability and safety prescribed by this code. Approvals under the authority herein contained shall be subject to the approval of the building official whenever the alternate material or method involves matters regulated by the *International Building Code*.

The code official shall require that sufficient evidence or proof be submitted to substantiate any claims that may be made regarding its use. The details of any action granting approval of an alternate shall be recorded and entered in the files of the code enforcement agency.

**SECTION 104  
APPEALS**

**104.1 General.** To determine the suitability of alternative materials and methods and to provide for reasonable interpretations of the provisions of this code, there shall be and hereby is created a board of appeals consisting of five members who are qualified by experience and training to pass judgment on pertinent matters. The code official, building official and fire chief shall be ex officio members, and the code official shall act as secretary of the board. The board of appeals shall be appointed by the legislative body and shall hold office at their discretion. The board shall adopt reasonable rules and regulations for conducting its investigations and shall render decisions and findings in writing to the code official, with a duplicate copy to the applicant.

**104.2 Limitations of authority.** The board of appeals shall not have authority relative to interpretation of the administrative provisions of this code and shall not have authority to waive requirements of this code.

**SECTION 105  
PERMITS**

**105.1 General.** When not otherwise provided in the requirements of the building or fire code, permits are required in accordance with Section 105.

**105.2 Permits required.** Unless otherwise exempted, no building or structure regulated by this code shall be erected, constructed, altered, repaired, moved, removed, converted or demolished unless a separate permit for each building or structure has first been obtained from the code official.

When required by the code official, a permit shall be obtained for the following activities, operations, practices or functions within an wildland-urban interface area:

1. Automobile wrecking yard;
2. Candles and open flames in assembly areas;
3. Explosives or blasting agents;
4. Fireworks;
5. Flammable or combustible liquids;
6. Hazardous materials;
7. Liquefied petroleum gases;
8. Lumberyards;
9. Motor vehicle fuel-dispensing stations;
10. Open burning;
11. Pyrotechnical special effects material;
12. Tents, canopies and temporary membrane structures;
13. Tire storage;
14. Welding and cutting operations; or
15. Other activities as determined by the code official.

**105.3 Work exempt from permit.** Unless otherwise provided in the requirements of the building or fire code, a permit shall not be required for the following:

1. One-story detached accessory buildings used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15 m<sup>2</sup>) and

the structure is located more than 50 feet (15 240 mm) from the nearest adjacent structure.

2. Fences not over 6 feet (1829 mm) high.

Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

The code official is authorized to stipulate conditions for permits. Permits shall not be issued when public safety would be at risk, as determined by the code official.

**105.4 Permit application.** To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made.
2. Describe the land on which the proposed work, activity, operation, practice or function is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building, work, activity, operation, practice or function.
3. Indicate the use or occupancy for which the proposed work, activity, operation, practice or function is intended.
4. Be accompanied by plans, diagrams, computation and specifications and other data as required in Section 106 of this code.
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as may be required by the code official.

**105.5 Permit approval.** Before a permit is issued, the code official, or an authorized representative, shall review and approve all permitted uses, occupancies or structures. Where laws or regulations are enforceable by other agencies or departments, a joint approval shall be obtained from all agencies or departments concerned.

**105.6 Permit issuance.** The application, plans, specifications and other data filed by an applicant for a permit shall be reviewed by the code official. If the code official finds that the work described in an application for a permit and the plan, specifications and other data filed therewith conform to the requirements of this code, the code official is allowed to issue a permit to the applicant.

When the code official issues the permit, the code official shall endorse in writing or stamp the plans and specifications APPROVED. Such approved plans and specifications shall not be changed, modified or altered without authorization from the code official, and all work regulated by this code shall be done in accordance with the approved plans.

**105.7 Validity of permit.** The issuance or granting of a permit or approval of plans, specifications and computations shall

not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or conceal the provisions of this code or other ordinances of the jurisdiction shall not be valid.

**105.8 Expiration.** Every permit issued by the code official under the provisions of this code shall expire by limitation and become null and void if the building, use or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building, use or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The code official may extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

**105.9 Retention of permits.** Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the code official or other authorized representative.

**105.10 Revocation of permits.** Permits issued under this code may be suspended or revoked when it is determined by the code official that:

1. It is used by a person other than the person to whom the permit was issued.
2. It is used for a location other than that for which the permit was issued.
3. Any of the conditions or limitations set forth in the permit have been violated.
4. The permittee fails, refuses or neglects to comply with any order or notice duly served on him under the provisions of this code within the time provided therein.
5. There has been any false statement or misrepresentation as to material fact in the application or plans on which the permit or application was made.
6. When the permit is issued in error or in violation of any other ordinance, regulations or provisions of this code.

The code official is allowed to, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.

## SECTION 106 PLANS AND SPECIFICATIONS

**106.1 General.** Plans, engineering calculations, diagrams and other data shall be submitted in at least two sets with each application for a permit. When such plans are not prepared by an architect or engineer, the code official may require the applicant submitting such plans or other data to demonstrate that state law does not require that the plans be prepared by a li-

censed architect or engineer. The code official may require plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state to practice as such even if not required by state law.

**Exception:** Submission of plans, calculations, construction inspection requirements and other data, if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

**106.2 Information on plans and specifications.** Plans and specifications shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and all relevant laws, ordinances, rules and regulations.

**106.3 Site plan.** In addition to the requirements for plans in the *International Building Code*, site plans shall include topography, width and percent of grade of access roads, landscape and vegetation details, locations of structures or building envelopes, existing or proposed overhead utilities, occupancy classification of buildings, types of ignition-resistant construction of buildings, structures and their appendages, roof classification of buildings, and site water supply systems.

**106.4 Vegetation management plans.** When utilized by the permit applicant pursuant to Section 502, vegetation management plans shall be prepared and shall be submitted to the code official for review and approval as part of the plans required for a permit. See Appendix B.

**106.5 Fire protection plan.** When required by the code official pursuant to Section 405, a fire protection plan shall be prepared and shall be submitted to the code official for review and approved as a part of the plans required for a permit.

**106.6 Other data and substantiation.** When required by the code official, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

**106.7 Vicinity plan.** In addition to the requirements for site plans, plans shall include details regarding the vicinity within 300 feet (91 440 mm) of property lines, including other structures, slope, vegetation, fuel breaks, water supply systems and access roads.

**106.8 Retention of plans.** One set of approved plans, specifications and computations shall be retained by the code official for a period of not less than 90 days from date of completion of the work covered therein; and one set of approved plans and specifications shall be returned to the applicant, and said set shall be kept on the site of the building, use or work at all times during which the work authorized thereby is in progress.

## SECTION 107 INSPECTION AND ENFORCEMENT

### 107.1 Inspection.

**107.1.1 General.** All construction or work for which a permit is required by this code shall be subject to inspection by the code official and all such construction or work shall

remain accessible and exposed for inspection purposes until approved by the code official.

It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the code official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

A survey of the lot may be required by the code official to verify that the mitigation features are provided and the building or structure is located in accordance with the approved plans.

**107.1.2 Authority to inspect.** The code official shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the code official for the purpose of ascertaining and causing to be corrected any conditions that could reasonably be expected to cause fire or contribute to its spread, or any violation of the purpose of this code and of any other law or standard affecting fire safety.

**107.1.3 Reinspections.** To determine compliance with this code, the code official may cause a structure to be reinspected. A fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

Reinspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans requiring the approval of the code official.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedule adopted by the jurisdiction. When reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

### 107.2 Enforcement.

**107.2.1 Authorization to issue corrective orders and notices.** When the code official finds any building or premises that are in violation of this code, the code official is authorized to issue corrective orders and notices.

**107.2.2 Service of orders and notices.** Orders and notices authorized or required by this code shall be given or served on the owner, operator, occupant or other person responsible for the condition or violation either by verbal notification, personal service, or delivering the same to, and leaving it with, a person of suitable age and discretion on the premises; or, if no such person is found on the premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of said premises and by mailing a copy thereof to such person by registered or certified mail to the person's last known address.

Orders or notices that are given verbally shall be confirmed by service in writing as herein provided.

**107.3 Right of entry.** Whenever necessary to make an inspection to enforce any of the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in any building or on any premises any condition that makes such building or premises unsafe, the code official is authorized to enter such building or premises at all reasonable times to inspect the same or to perform any duty authorized by this code, provided that if such building or premises is occupied, the code official shall first present proper credentials and request entry; and if such building or premises is unoccupied, the code official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry.

If such entry is refused, the code official shall have recourse to every remedy provided by law to secure entry. Owners, occupants or any other persons having charge, care or control of any building or premises, shall, after proper request is made as herein provided, promptly permit entry therein by the code official for the purpose of inspection and examination pursuant to this code.

#### **107.4 Compliance with orders and notices.**

**107.4.1 General compliance.** Orders and notices issued or served as provided by this code shall be complied with by the owner, operator, occupant or other person responsible for the condition or violation to which the corrective order or notice pertains.

If the building or premises is not occupied, such corrective orders or notices shall be complied with by the owner.

**107.4.2 Compliance with tags.** A building or premises shall not be used when in violation of this code as noted on a tag affixed in accordance with Section 107.4.1.

**107.4.3 Removal and destruction of signs and tags.** A sign or tag posted or affixed by the code official shall not be mutilated, destroyed or removed without authorization by the code official.

**107.4.4 Citations.** Persons operating or maintaining an occupancy, premises or vehicle subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the code official shall be guilty of a misdemeanor.

**107.4.5 Unsafe conditions.** Buildings, structures or premises that constitute a fire hazard or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in this code or any other ordinance, are unsafe conditions. Unsafe buildings or structures shall not be used. Unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, pursuant to applicable state and local laws and codes.

## **SECTION 108 CERTIFICATE OF COMPLETION**

No building, structure or premises shall be used or occupied, and no change in the existing occupancy classification of a building, structure, premise or portion thereof shall be made until the code official has issued a certificate of completion therefor as provided herein. The certificate of occupancy shall not be issued until the certificate of completion indicating that the project is in compliance with this code has been issued by the code official.

Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other pertinent laws and ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other laws or ordinances of the jurisdiction shall not be valid.



## CHAPTER 2

# DEFINITIONS

### SECTION 201 GENERAL

**201.1 Scope.** Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter.

**201.2 Interchangeability.** Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter, and the singular number includes the plural and the plural the singular.

**201.3 Terms defined in other codes.** Where terms are not defined in this code and are defined in other *International Codes*, such terms shall have the meanings ascribed to them as in those codes.

**201.4 Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meanings such as the context implies.

### SECTION 202 DEFINITIONS

**ACCESSORY STRUCTURE.** A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

**APPROVED.** Approval by the code official as the result of review, investigation or tests conducted by the code official or by reason of accepted principles or tests by national authorities, or technical or scientific organizations.

**BRUSH, SHORT.** Low-growing species that reach heights of 1 to 3 feet. Sagebrush, snowberry and rabbitbrush are some varieties.

**BRUSH, TALL.** Arbor-like varieties of brush species and/or short varieties of broad-leaf trees that grow in compact groups or clumps. These groups or clumps reach heights of 4 to 20 feet. In Utah, this includes primary varieties of oak, maples, chokecherry, serviceberry and mahogany, but may also include other species.

**BUILDING.** Any structure used or intended for supporting or sheltering any use or occupancy.

**BUILDING OFFICIAL.** The officer or other designated authority charged with the administration and enforcement of the *International Building Code*, or the building official's duly authorized representative.

**CERTIFICATE OF COMPLETION.** Written documentation that the project or work for which a permit was issued has been completed in conformance with requirements of this code.

**CODE OFFICIAL.** The official designated by the jurisdiction to interpret and enforce this code, or the code official's authorized representative.

**DEFENSIBLE SPACE.** An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

**DRIVEWAY.** A vehicular ingress and egress route that serves no more than two buildings or structures, not including accessory structures, or more than five dwelling units.

**FIRE AREA.** The floor area, in square feet (square meters), used to determine the adequate water supply.

**FIRE CHIEF.** The chief officer or the chief officer's authorized representative of the fire department serving the jurisdiction.

**FIRE PROTECTION PLAN.** A document prepared for a specific project or development proposed for the wildland-urban interface area. It describes ways to minimize and mitigate the fire problems created by the project or development, with the purpose of reducing impact on the community's fire protection delivery system.

**FIRE WEATHER.** Weather conditions favorable to the ignition and rapid spread of fire. In wildfires, this generally includes high temperatures combined with strong winds and low humidity.

**FIRE-RESISTANCE-RATED CONSTRUCTION.** The use of materials and systems in the design and construction of a building or structure to safeguard against the spread of fire within a building or structure and the spread of fire to or from buildings or structures to the wildland-urban interface area.

**FLAME SPREAD RATING.** As used herein refers to rating obtained according to tests conducted as specified by a nationally recognized standard.

**FUEL BREAK.** An area, strategically located for fighting anticipated fires, where the native vegetation has been permanently modified or replaced so that fires burning into it can be more easily controlled. Fuel breaks divide fire-prone areas into smaller areas for easier fire control and to provide access for fire fighting.

**FUEL, HEAVY.** Vegetation consisting of round wood 3 inches (76 mm) or larger in diameter. The amount of fuel (vegetation) would be 6 tons per acre or greater.

**FUEL, LIGHT.** Vegetation consisting of herbaceous and round wood less than 1/4 inch (6.4 mm) in diameter. The amount of fuel (vegetation) would be 1/2 ton to 2 tons per acre.

**FUEL, MEDIUM.** Vegetation consisting of round wood 1/4 to 3 inches (6.4mm to 76 mm) in diameter. The amount of fuel (vegetation) would be 2 to 6 tons per acre.

**FUEL MODIFICATION.** A method of modifying fuel load by reducing the amount of nonfire-resistive vegetation or altering the type of vegetation to reduce the fuel load.

## DEFINITIONS

**FUEL MOSAIC.** A fuel modification system that provides for the creation of islands and irregular boundaries to reduce the visual and ecological impact of fuel modification.

**FUEL-LOADING.** The oven-dry weight of fuels in a given area, usually expressed in pounds per acre (lb/a) (kg/ha). Fuel loading may be referenced to fuel size or timelag categories, and may include surface fuels or total fuels.

**GREENBELT.** A fuel break designated for a use other than fire protection.

**HAZARDOUS MATERIALS.** As defined in the *International Fire Code*.

**HEAVY TIMBER CONSTRUCTION.** As described in the *International Building Code*.

**INSURANCE SERVICES OFFICE (ISO).** An agency that recommends fire insurance rates based on a grading schedule that incorporates evaluation of fire fighting resources and capabilities.

**LEGISLATIVE BODY.** The governing body of the political jurisdiction administering this code.

**LOG WALL CONSTRUCTION.** A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is at least 6 inches (152 mm).

**MULTILAYERED GLAZED PANELS.** Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

**NONCOMBUSTIBLE.** As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

1. Material of which no part will ignite and burn when subjected to fire. Any material conforming to ASTM E 136 shall be considered noncombustible within the meaning of this section.
2. Material having a structural base of noncombustible material as defined in Item 1 above, with a surfacing material not over  $\frac{1}{8}$  inch (3.2 mm) thick, which has a flame-spread rating of 50 or less. Flame-spread rating as used herein refers to rating obtained according to tests conducted as specified in ASTM E 84.

“Noncombustible” does not apply to surface finish materials. Material required to be noncombustible for reduced clearances to flues, heating appliances or other sources of high temperature shall refer to material conforming to Item 1. No material shall be classed as noncombustible that is subject to increase in combustibility or flame-spread rating, beyond the limits herein established, through the effects of age, moisture or other atmospheric condition.

**NONCOMBUSTIBLE ROOF COVERING.** One of the following:

1. Cement shingles or sheets.
2. Exposed concrete slab roof.
3. Ferrous or copper shingles or sheets.

4. Slate shingles.

5. Clay or concrete roofing tile.

6. Approved roof covering of noncombustible material.

**SLOPE.** The variation of terrain from the horizontal; the number of feet (meters) rise or fall per 100 feet (30 480 mm) measured horizontally, expressed as a percentage.

**STRUCTURE.** That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some manner.

**TREE CROWN.** The primary and secondary branches growing out from the main stem, together with twigs and foliage.

**UNENCLOSED ACCESSORY STRUCTURE.** An accessory structure without a complete exterior wall system enclosing the area under roof or floor above.

**WILDFIRE.** An uncontrolled fire spreading through vegetative fuels, exposing and possibly consuming structures.

**WILDLAND.** An area in which development is essentially nonexistent, except for roads, railroads, power lines and similar facilities.

**WILDLAND URBAN INTERFACE.** The line, area or zone where structures or other human development (including critical infrastructure that if destroyed would result in hardship to communities) meet or intermingle with undeveloped wildland or vegetative fuel.

## CHAPTER 3

# WILDLAND-URBAN INTERFACE AREAS

### SECTION 301 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS

**301.1 Declaration.** The legislative body shall declare the wildland-urban interface areas within the jurisdiction. The urban-wildland interface areas shall be based on the maps created in accordance with Section 301.

**301.2 Mapping.** In cooperation, the code official and the Division of Forestry, Fire and State Lands (FFSL) wildfire representative (per participating agreement between county and FFSL) will create or review Wildland-Urban Interface Area maps, to be recorded and filed with the clerk of the jurisdiction. These areas shall become effective immediately thereafter.

**301.3 Review of wildland-urban interface areas.** The code official and the FFSL wildfire representative shall reevaluate and recommend modification to the wildland-urban interface areas in accordance with Section 301.1 on a three-year basis or more frequently as deemed necessary by the legislative body.



## CHAPTER 4

# WILDLAND-URBAN INTERFACE AREA REQUIREMENTS

### SECTION 401 GENERAL

**401.1 Scope.** Wildland-urban interface areas shall be provided with emergency vehicle access and water supply in accordance with this chapter.

**401.2 Objective.** The objective of this chapter is to establish the minimum requirements for emergency vehicle access and water supply for buildings and structures located in the wildland-urban interface areas.

**401.3 General safety precautions.** General safety precautions shall be in accordance with this chapter. See also Appendix A.

### SECTION 402 APPLICABILITY

#### 402.1 Subdivisions.

**402.1.1 Access.** New subdivisions, as determined by this jurisdiction, shall be provided with fire apparatus access roads in accordance with the *International Fire Code* and access requirements in accordance with Section 403.

**402.1.2 Water supply.** New subdivisions as determined by this jurisdiction shall be provided with water supply in accordance with Section 404.

#### 402.2 Individual structures.

**402.2.1 Access.** Individual structures hereafter constructed or relocated into or within wildland-urban interface areas shall be provided with fire apparatus access in accordance with the *International Fire Code* and driveways in accordance with Section 403.2. Marking of fire protection equipment shall be provided in accordance with Section 403.5 and address markers shall be provided in accordance with Section 403.6.

**402.2.2 Water supply.** Individual structures hereafter constructed or relocated into or within wildland-urban interface areas shall be provided with a conforming water supply in accordance with Section 404.

#### Exceptions:

1. Structures constructed to meet the requirements for the class of ignition-resistant construction specified in Table 503.1 for a nonconforming water supply.
2. Buildings containing only private garages, carports, sheds and agricultural buildings with a floor area of not more than 600 square feet (56 m<sup>2</sup>).

### SECTION 403 ACCESS

**403.1 Restricted access.** Where emergency vehicle access is restricted because of secured access roads or driveways or where immediate access is necessary for life-saving or fire-fighting purposes, the code official is authorized to require a key box to be installed in an accessible location. The key box shall be of a type approved by the code official and shall contain keys to gain necessary access as required by the code official.

**403.2 Driveways.** Driveways shall be provided when any portion of an exterior wall of the first story of a building is located more than 150 feet (45 720 mm) from a fire apparatus access road. Driveways shall provide a minimum unobstructed width of 12 feet (3658 mm) and a minimum unobstructed height of 13 feet 6 inches (4115 mm). Driveways in excess of 150 feet (45 720 mm) in length shall be provided with turnarounds. Driveways in excess of 200 feet (60 960 mm) in length and less than 20 feet (6096 mm) in width shall be provided with turnouts in addition to turnarounds.

A driveway shall not serve in excess of five dwelling units.

Driveway turnarounds shall have inside turning radii of not less than 30 feet (9144 mm) and outside turning radii of not less than 45 feet (13 716 mm). Driveways that connect with a road or roads at more than one point may be considered as having a turnaround if all changes of direction meet the radii requirements for driveway turnarounds.

Driveway turnouts shall be an all-weather road surface at least 10 feet (3048 mm) wide and 30 feet (9144 mm) long. Driveway turnouts shall be located as required by the code official.

Vehicle load limits shall be posted at both entrances to bridges on driveways and private roads. Design loads for bridges shall be established by the code official.

**403.3 Fire apparatus access road.** When required, fire apparatus access roads shall be all-weather roads with a minimum width of 20 feet (6096 mm) and a clear height of 13 feet 6 inches (4115 mm); shall be designed to accommodate the loads and turning radii for fire apparatus; and have a gradient negotiable by the specific fire apparatus normally used at that location within the jurisdiction. Dead-end roads in excess of 150 feet (45 720 mm) in length shall be provided with turnarounds as approved by the code official. An all-weather road surface shall be any surface material acceptable to the code official that would normally allow the passage of emergency service vehicles to protect structures and wildlands within the jurisdiction.

**403.4 Marking of roads.** Approved signs or other approved notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof or both.

All road identification signs and supports shall be of noncombustible materials. Signs shall have minimum 4-inch-high (102 mm) reflective letters with 1/2 inch (12.7 mm) stroke on a contrasting 6-inch-high (152 mm) sign. Road identification signage shall be mounted at a height of 7 feet (2134 mm) from the road surface to the bottom of the sign.

**403.5 Marking of fire protection equipment.** Fire protection equipment and fire hydrants shall be clearly identified in a manner approved by the code official to prevent obstruction.

**403.6 Address markers.** All buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located.

Address signs along one-way roads shall be visible from both the intended direction of travel and the opposite direction.

Where multiple addresses are required at a single driveway, they shall be mounted on a single post, and additional signs shall be posted at locations where driveways divide.

Where a roadway provides access solely to a single commercial or industrial business, the address sign shall be placed at the nearest road intersection providing access to that site.

**403.7 Grade.** The gradient for fire apparatus access roads and driveways shall not exceed the maximum approved by the code official. It will be up to the code official to ascertain the standard based on local fire equipment grade not to exceed 12 percent.

## SECTION 404 WATER SUPPLY

**404.1 General.** When provided in order to qualify as a conforming water supply for the purpose of Table 503.1, an approved water source shall have an adequate water supply for the use of the fire protection service to protect buildings and structures from exterior fire sources or to suppress structure fires within the wildland-urban interface area of the jurisdiction in accordance with this section.

**404.2 Water sources.** The point at which a water source is available for use shall be located not more than 1,000 feet (305 m) from the building and be approved by the code official. The distance shall be measured along an unobstructed line of travel.

Water sources shall comply with the following:

1. Man-made water sources shall have a minimum usable water volume as determined by the adequate water supply needs in accordance with Section 404.5. This water source shall be equipped with an approved hydrant. The water level of the water source shall be maintained by rainfall, water pumped from a well, water hauled by a tanker, or by seasonal high water of a stream or river. The design, construction, location, water level maintenance, access, and access maintenance of man-made water sources shall be approved by the code official.
2. Natural water sources shall have a minimum annual water level or flow sufficient to meet the adequate water supply needs in accordance with Section 404.5. This wa-

ter level or flow shall not be rendered unusable because of freezing. This water source shall have an approved draft site with an approved hydrant. Adequate water flow and rights for access to the water source shall be ensured in a form acceptable to the code official.

**404.3 Draft sites.** Approved draft sites shall be provided at all natural water sources intended for use as fire protection for compliance with this code. The design, construction, location, access and access maintenance of draft sites shall be approved by the code official.

The pumper access point shall be either an emergency vehicle access area alongside a conforming access road or an approved driveway no longer than 150 feet (45 720 mm). Pumper access points and access driveways shall be designed and constructed in accordance with all codes and ordinances enforced by this jurisdiction. Pumper access points shall not require the pumper apparatus to obstruct a road or driveway.

**404.4 Hydrants.** All hydrants shall be designed and constructed in accordance with nationally recognized standards. The location and access shall be approved by the code official.

**404.5 Adequate water supply.** Adequate water supply shall be determined for purposes of initial attack and flame front control by the local jurisdiction. NFPA 1142 may be used as a reference.

**404.6 Fire department.** The water system required by this code can only be considered conforming for purposes of determining the level of ignition-resistant construction (see Table 503.1).

**404.7 Obstructions.** Access to all water sources required by this code shall be unobstructed at all times. The code official shall not be deterred or hindered from gaining immediate access to water source equipment, fire protection equipment or hydrants.

**404.8 Identification.** Water sources, draft sites, hydrants and fire protection equipment shall be clearly identified in a manner approved by the code official to identify location and to prevent obstruction by parking and other obstructions.

**404.9 Testing and maintenance.** Water sources, draft sites, hydrants and other fire protection equipment required by this code shall be subject to periodic tests as required by the code official. Code official shall establish a periodic testing schedule. Costs are to be covered by the water provider. All such equipment installed under the provisions of this code shall be maintained in an operative condition at all times and shall be repaired or replaced where defective. Additions, repairs, alterations and servicing of such fire protection equipment and resources shall be in accordance with approved standards. Mains and appurtenances shall be installed in accordance with NFPA 24. Water tanks for private fire protection shall be installed in accordance with NFPA 22. The costs are to be covered by the water provider.

**404.10 Reliability.**

**404.10.1 Objective.** The objective of this section is to increase the reliability of water supplies by reducing the exposure of vegetative fuels to electrically powered systems.

**404.10.2 Clearance of fuel.** Defensible space shall be provided around water tank structures, water supply pumps and pump houses in accordance with Section 603.

**404.10.3 Standby power.** Stationary water supply facilities within the wildland-urban interface area dependent on electrical power supplied by power grid to meet adequate water supply demands shall provide functional standby power systems in accordance with the ICC *Electrical Code* to ensure that an uninterrupted water supply is maintained. The standby power source shall be capable of providing power for a minimum of two hours.

**Exceptions:** When approved by the code official, a standby power supply is not required where the primary power service to the stationary water supply facility is underground or there is an on-site generator.

## SECTION 405 FIRE PROTECTION PLAN

**405.1 Purpose.** The plan is to provide a basis to determine overall compliance with this code, for determination of Ignition Resistant Construction (IRC) (see Table 503.1) and for determining the need for alternative materials and methods.

**405.2 General.** When required by the code official, a fire protection plan shall be prepared and approved prior to the first building permit issuance or subdivision approval.

**405.3 Content.** The plan shall be based upon a site-specific wildfire risk assessment that includes considerations of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, building ignition and fire-resistance factors, fire protection systems and equipment, defensible space and vegetation management.

**405.4 Cost.** The cost of fire protection plan preparation and review shall be the responsibility of the applicant.

**405.5 Plan retention.** The fire protection plan shall be retained by the code official.



## CHAPTER 5

# SPECIAL BUILDING CONSTRUCTION REGULATIONS

### SECTION 501 GENERAL

**501.1 Scope.** Buildings and structures shall be constructed in accordance with the *International Building Code* and this code.

**Exceptions:**

1. Accessory structures not exceeding 120 square feet (11 m<sup>2</sup>) in floor area when located at least 50 feet (15 240 mm) from buildings containing habitable spaces.
2. Agricultural buildings at least 50 feet (15 240 mm) from buildings containing habitable spaces.

**501.2 Objective.** The objective of this chapter is to establish minimum standards to locate, design and construct buildings and structures or portions thereof for the protection of life and property, to resist damage from wildfires, and to mitigate building and structure fires from spreading to wildland fuels. The minimum standards set forth in this chapter vary with the critical fire weather, slope and fuel type to provide increased protection, above the requirements set forth in the *International Building Code*, from the various levels of hazards.

### SECTION 502 FIRE HAZARD SEVERITY

The fire hazard severity of building sites for all buildings hereafter constructed, modified or relocated into wildland-urban

interface areas shall be established in accordance with Appendix C.

The fire hazard severity is allowed to be reduced by implementing a vegetation management plan in accordance with Appendix B.

### SECTION 503 IGNITION-RESISTANT CONSTRUCTION

**503.1 General.** Buildings and structures hereafter constructed, modified or relocated into or within wildland-urban interface areas shall meet the construction requirements in accordance with Table 503.1. Class 1, Class 2 or Class 3 ignition-resistant construction shall be in accordance with Sections 504, 505 and 506, respectively.

### SECTION 504 CLASS 1 IGNITION-RESISTANT CONSTRUCTION

**504.1 General.** Class 1 ignition-resistant construction shall be in accordance with Section 504.

**504.2 Roof covering.** Roofs shall have a Class A roof covering or a Class A roof assembly. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers.

**TABLE 503.1  
IGNITION-RESISTANT CONSTRUCTION<sup>a</sup>**

DEFENSIBLE SPACE <sup>c</sup>	FIRE HAZARD SEVERITY					
	Moderate Hazard		High Hazard		Extreme Hazard	
	Water Supply <sup>b</sup>		Water Supply <sup>b</sup>		Water Supply <sup>b</sup>	
	Conforming <sup>d</sup>	Nonconforming <sup>e</sup>	Conforming <sup>d</sup>	Nonconforming <sup>e</sup>	Conforming <sup>d</sup>	Nonconforming <sup>e</sup>
Nonconforming	IR 2	IR 1	IR 1	IR 1 N.C.	IR 1 N.C.	Not Permitted
Conforming	IR 3	IR 2	IR 2	IR 1	IR 1	IR 1 N.C.
1.5 x Conforming	Not Required	IR 3	IR 3	IR 2	IR 2	IR 1

a. Access shall be in accordance with Section 402.

b. Subdivisions shall have a conforming water supply in accordance with Section 402.1.

IR 1 = Ignition-resistant construction in accordance with Section 504.

IR 2 = Ignition-resistant construction in accordance with Section 505.

IR 3 = Ignition-resistant construction in accordance with Section 506.

N.C. = Exterior walls shall have a fire-resistance rating of not less than 1-hour and the exterior surfaces of such walls shall be noncombustible. Usage of log wall construction is allowed.

c. Conformance based on Section 603.

d. Conformance based on Section 404.

e. A nonconforming water supply is any water system or source that does not comply with Section 404, including situations where there is no water supply for structure protection or fire suppression.

**504.3 Protection of eaves.** Eaves and soffits shall be protected on the exposed underside by materials approved for a minimum of 1-hour fire-resistance-rated construction. Fascias are required and must be protected on the backside by materials approved for a minimum of 1-hour fire-resistance-rated construction or 2-inch (51 mm) nominal dimension lumber.

**504.4 Gutters and downspouts.** Gutters and downspouts shall be constructed of noncombustible material.

**504.5 Exterior walls.** Exterior walls of buildings or structures shall be constructed with materials approved for a minimum of 1-hour fire-resistance-rated construction on the exterior side or constructed with approved noncombustible materials.

**Exception:** Heavy timber or log wall construction.

Such material shall extend from the top of the foundation to the underside of the roof sheathing.

**504.6 Unenclosed underfloor protection.** Buildings or structures shall have all underfloor areas enclosed to the ground with exterior walls in accordance with Section 504.5.

**Exception:** Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy timber construction.

**504.7 Appendages and projections.** Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be a minimum of 1-hour fire-resistance-rated construction, heavy timber construction or constructed of approved noncombustible materials.

When the attached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 504.5.

**504.8 Exterior glazing.** Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, multilayered glazed panels, glass block or have a fire protection rating of not less than 20 minutes.

**504.9 Exterior doors.** Exterior doors shall be approved noncombustible construction, solid core wood not less than 1<sup>3</sup>/<sub>4</sub> inches thick (45 mm), or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 504.8.

**Exception:** Vehicle access doors.

**504.10 Vents.** Attic ventilation openings, foundation or underfloor vents, or other ventilation openings in vertical exterior walls and vents through roofs shall not exceed 144 square inches (0.0929 m<sup>2</sup>) each. Such vents shall be covered with noncombustible corrosion-resistant mesh with openings not to exceed 1/4 inch (6.4 mm).

Attic ventilation openings shall not be located in soffits, in eave overhangs, between rafters at eaves, or in other overhang areas. Gable end and dormer vents shall be located at least 10 feet (3048 mm) from property lines. Underfloor ventilation openings shall be located as close to grade as practical.

**504.11 Detached accessory structures.** Detached accessory structures located less than 50 feet (15 240 mm) from a building containing habitable space shall have exterior walls constructed with materials approved for a minimum of 1-hour fire-resistance-rated construction, heavy timber, log wall construction or constructed with approved noncombustible materials on the exterior side.

When the detached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 504.5 or underfloor protection in accordance with Section 504.6.

**Exception:** The enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy-timber construction.

See Section 504.2 for roof requirements.

## SECTION 505

### CLASS 2 IGNITION-RESISTANT CONSTRUCTION

**505.1 General.** Class 2 ignition-resistant construction shall be in accordance with Section 505.

**505.2 Roof covering.** Roofs shall have at least a Class A roof covering, Class B roof assembly or an approved noncombustible roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers.

**505.3 Protection of eaves.** Combustible eaves, fascias and soffits shall be enclosed with solid materials with a minimum thickness of 3/4 inch (19 mm). No exposed rafter tails shall be permitted unless constructed of heavy timber materials.

**505.4 Gutters and downspouts.** Gutters and downspouts shall be constructed of noncombustible material.

**505.5 Exterior walls.** Exterior walls of buildings or structures shall be constructed with materials approved for a minimum of 1-hour fire-resistance-rated construction on the exterior side or constructed with approved noncombustible materials.

**Exception:** Heavy timber or log wall construction.

Such material shall extend from the top of the foundation to the underside of the roof sheathing.

**505.6 Unenclosed underfloor protection.** Buildings or structures shall have all underfloor areas enclosed to the ground, with exterior walls in accordance with Section 505.5.

**Exception:** Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy timber construction.

**505.7 Appendages and projections.** Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be a minimum of 1-hour fire-re-

sistance-rated construction, heavy timber construction or constructed with approved noncombustible materials.

When the attached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 505.5.

**505.8 Exterior glazing.** Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, multilayered glazed panels, glass block or have a fire-protection rating of not less than 20 minutes.

**505.9 Exterior doors.** Exterior doors shall be approved noncombustible construction, solid core wood not less than 1<sup>3</sup>/<sub>4</sub>-inches thick (45 mm), or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 505.8.

**Exception:** Vehicle access doors.

**505.10 Vents.** Attic ventilation openings, foundation or underfloor vents or other ventilation openings in vertical exterior walls and vents through roofs shall not exceed 144 square inches (0.0929 m<sup>2</sup>) each. Such vents shall be covered with noncombustible corrosion-resistant mesh with openings not to exceed 1/4 inch (6.4 mm).

Attic ventilation openings shall not be located in soffits, in eave overhangs, between rafters at eaves, or in other overhang areas. Gable end and dormer vents shall be located at least 10 feet (3048 mm) from property lines. Underfloor ventilation openings shall be located as close to grade as practical.

**505.11 Detached accessory structures.** Detached accessory structures located less than 50 feet (15 240 mm) from a building containing habitable space shall have exterior walls constructed with materials approved for a minimum of 1-hour fire-resistance-rated construction, heavy timber, log wall construction, or constructed with approved noncombustible material on the exterior side.

When the detached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 505.5 or underfloor protection in accordance with Section 505.6.

**Exception:** The enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy-timber construction.

See Section 505.2 for roof requirements.

## SECTION 506

### CLASS 3 IGNITION-RESISTANT CONSTRUCTION

**506.1 General.** Class 3 ignition-resistant construction shall be in accordance with Section 506.

**506.2 Roof covering.** Roofs shall have at least a Class A roof covering, Class C roof assembly or an approved noncombustible roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers.

**506.3 Unenclosed underfloor protection.** Buildings or structures shall have all underfloor areas enclosed to the ground with exterior walls.

**Exception:** Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy timber construction.

**506.4 Vents.** Attic ventilation openings, soffit vents, foundation or underfloor vents or other ventilation openings in vertical exterior walls and vents through roofs shall not exceed 144 square inches (0.0929 m<sup>2</sup>) each. Such vents shall be covered with noncombustible corrosion-resistant mesh with openings not to exceed 1/4 inch (6.4 mm).

## SECTION 507

### REPLACEMENT OR REPAIR OF ROOF COVERINGS

The roof covering on buildings or structures in existence prior to the adoption of this code that are replaced or have 25 percent or more replaced in a 12-month period shall be replaced with a roof covering required for new construction based on the type of ignition-resistant construction specified in accordance with Section 503.



## CHAPTER 6

# FIRE PROTECTION REQUIREMENTS

### SECTION 601 GENERAL

**601.1 Scope.** The provisions of this chapter establish general requirements for new and existing buildings, structures and premises located within wildland-urban interface areas.

**601.2 Objective.** The objective of this chapter is to establish minimum requirements to mitigate the risk to life and property from wildland fire exposures, exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels.

### SECTION 602 AUTOMATIC FIRE SPRINKLER SYSTEMS DELETED

### SECTION 603 DEFENSIBLE SPACE

**603.1 Objective.** Provisions of this section are intended to modify the fuel load in areas adjacent to structures to create a defensible space.

**603.2 Fuel modification.** In order to qualify as a conforming defensible space for individual buildings or structures on a property, fuel modification shall be provided within a distance from buildings or structures as specified in Table 603.2. For all other purposes, the fuel modification distance shall not be less than 30 feet (9144 mm) or to the property line, whichever is less. Distances specified in Table 603.2 shall be measured on a horizontal plane from the perimeter or projection of the building or structure as shown in Figure 603.2. Distances specified in Table 603.2 may be modified by the code official because of a

site-specific analysis based on local conditions and the fire protection plan.

Persons owning, leasing, controlling, operating or maintaining buildings or structures requiring defensible spaces are responsible for modifying or removing nonfire-resistive vegetation on the property owned, leased or controlled by said person.

Trees are allowed within the defensible space, provided the horizontal distance between crowns of adjacent trees and overhead electrical facilities or unmodified fuel is not less than 10 feet (3048 mm). Deadwood and litter shall be regularly removed from trees.

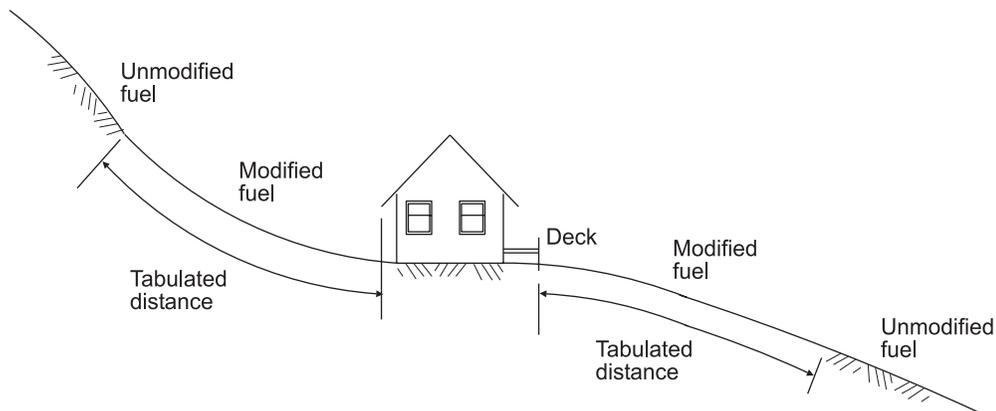
Where ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents or similar plants are used as ground cover, they are allowed to be within the designated defensible space, provided they do not form a means of transmitting fire from the native growth to any structure.

**TABLE 603.2  
REQUIRED DEFENSIBLE SPACE**

WILDLAND-URBAN INTERFACE AREA	FUEL MODIFICATION DISTANCE (feet)
Moderate hazard	30
High hazard	50
Extreme hazard	100

For SI: 1 foot = 304.8 mm.

**603.3 Community fuel modification zones.** Fuel modification zones to protect new communities shall be provided when required by the code official in accordance with Section 603, in order to reduce fuel loads adjacent to communities and structures.



**FIGURE 603.2  
MEASUREMENTS OF FUEL MODIFICATION DISTANCE**

**603.3.1 Land ownership.** Fuel modification zone land used to protect a community shall be under the control of an association or other common ownership instrument for the life of the community to be protected.

**603.3.2 Fuel modification zone plans.** Fuel modification zone plans shall be approved prior to fuel modification work and shall be placed on a site grading plan shown in plan view. An elevation plan shall also be provided to indicate the length of the fuel modification zone on the slope. Fuel modification zone plans shall include, but not be limited to the following:

1. Plan showing existing vegetation.
2. Photographs showing natural conditions prior to work being performed.
3. Grading plan showing location of proposed buildings and structures, and set backs from top of slope to all buildings or structures.

#### SECTION 604 MAINTENANCE OF DEFENSIBLE SPACE

**604.1 General.** Defensible spaces required by Section 603 shall be maintained annually, or as necessary in accordance with Section 604.

**604.2 Modified area.** Nonfire-resistive vegetation or growth shall be kept clear of buildings or structures, in accordance with Section 603, in such a manner as to provide a clear area for fire suppression operations.

**604.3 Responsibility.** Persons owning, leasing, controlling, operating or maintaining buildings or structures are responsible for maintenance of defensible spaces. Maintenance of the defensible space shall include modifying or removing nonfire-resistive vegetation and keeping leaves, needles and other dead vegetative material regularly removed from roofs of buildings and structures.

**604.4 Trees.** Individual trees and/or small clumps of trees or brush crowns, extending to within 10 feet (3048 mm) of any structure, shall be pruned to maintain a minimum horizontal clearance of 10 feet (3048 mm). Tree crowns within the defensible space shall be pruned to remove limbs located less than 6 feet (1829 mm) above the ground surface adjacent to the trees.

Portions of tree crowns that extend within 10 feet (3048 mm) of the outlet of a chimney shall be pruned to maintain a minimum horizontal clearance of 10 feet (3048 mm).

Deadwood and litter shall be regularly removed from trees.

#### SECTION 605 SPARK ARRESTERS

Chimneys serving fireplaces, barbecues, incinerators or decorative heating appliances in which solid or liquid fuel is used, shall be provided with a spark arrester. Spark arresters shall be constructed of woven or welded wire screening of 12 USA standard gage wire (0.1046 inch) (2.66 mm) having openings not exceeding 1/2 inch (12.7 mm).

The net free area of the spark arrester shall not be less than four times the net free area of the outlet of the chimney.

#### SECTION 606 LIQUEFIED PETROLEUM GAS INSTALLATIONS

**606.1 General.** The storage of LP-gas and the installation and maintenance of pertinent equipment shall be in accordance with the *International Fire Code* or, in the absence thereof, recognized standards.

**606.2 Location of containers.** LP-gas containers shall be located within the defensible space in accordance with the *International Fire Code*.

#### SECTION 607 STORAGE OF FIREWOOD AND COMBUSTIBLE MATERIALS

Firewood and combustible material shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. When required by the code official, storage of firewood and combustible material stored in the defensible space shall be located a minimum of 30 feet (9144 mm) from structures and separated from the crown of trees by a minimum horizontal distance of 15 feet (4572 mm).

Firewood and combustible materials not for consumption on the premises shall be stored so as to not pose a hazard. See Appendix A.

## APPENDIX A

# GENERAL REQUIREMENTS (optional)

### SECTION A101 GENERAL

**A101.1 Scope.** The provisions of this appendix establish general requirements applicable to new and existing properties located within urban-wildland interface areas.

**A101.2 Objective.** The objective of this appendix is to provide necessary fire-protection measures to reduce the threat of wild-fire in an urban-wildland interface area and improve the capability of controlling such fires.

### SECTION A102 VEGETATION CONTROL

**A102.1 General.** Vegetation control shall comply with this section.

**A102.2 Clearance of brush or vegetative growth from roadways.** The code official is authorized to require areas within 10 feet (3048 mm) on each side of portions of fire apparatus access roads and driveways to be cleared of nonfire-resistive vegetative growth.

**Exception:** Single specimens of trees, ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents or similar plants used as ground cover, provided they do not form a means of readily transmitting fire.

**A102.3 Clearance of brush and vegetative growth from electrical transmission and distribution lines.**

**A102.3.1 General.** Clearance of brush and vegetative growth from electrical transmission and distribution lines shall be in accordance with Section A102.3.

**Exception:** Section A102.3 does not authorize persons not having legal right of entry to enter on or damage the property of others without consent of the owner.

**A102.3.2 Support clearance.** Persons owning, controlling, operating or maintaining electrical transmission or distribution lines shall have an approved program in place that identifies poles or towers with equipment and hardware types that have a history of becoming an ignition source, and provides a combustible free space consisting of a clearing of not less than 10 feet (3048 mm) in each direction from the outer circumference of such pole or tower during such periods of time as designated by the code official.

**Exception:** Lines used exclusively as telephone, telegraph, messenger call, alarm transmission or other lines classed as communication circuits by a public utility.

**A102.3.3 Electrical distribution and transmission line clearances.**

**A102.3.3.1 General.** Clearances between vegetation and electrical lines shall be in accordance with Section A102.3.3.

**A102.3.3.2 Trimming clearance.** At the time of trimming, clearances not less than those established by Table A102.3.3.2 shall be provided. The radial clearances shown below are minimum clearances that shall be established, at time of trimming, between the vegetation and the energized conductors and associated live parts.

**TABLE A102.3.3.2  
MINIMUM CLEARANCES BETWEEN VEGETATION  
AND ELECTRICAL LINES AT TIME OF TRIMMING**

LINE VOLTAGE	MINIMUM RADIAL CLEARANCE FROM CONDUCTOR (feet)
2,400-72,000	4
72,001-110,000	6
110,001-300,000	10
300,001 or more	15

For SI: 1 foot = 304.8 mm.

**Exception:** The code official is authorized to establish minimum clearances different than those specified by Table A102.3.3.2 when evidence substantiating such other clearances is submitted to and approved by the code official.

**A102.3.3.3 Minimum clearance to be maintained.** Clearances not less than those established by Table A102.3.3.3 shall be maintained during such periods of time as designated by the code official. The site-specific clearance achieved, at time of pruning, shall vary based on species growth rates, the utility company-specific trim cycle, the potential line sway due to wind, line sag due to electrical loading and ambient temperature and the tree's location in proximity to the high voltage lines.

**Exception:** The code official is authorized to establish minimum clearances different than those specified by Table A102.3.3.3 when evidence substantiating such other clearances is submitted to and approved by the code official.

**TABLE A102.3.3.3  
MINIMUM CLEARANCES BETWEEN VEGETATION AND  
ELECTRICAL LINES TO BE MAINTAINED**

LINE VOLTAGE	MINIMUM CLEARANCE (inches)
750-35,000	6
35,001-60,000	12
60,001-115,000	19
115,001-230,000	30.5
230,001-500,000	115

For SI: 1 inch = 25.4 mm.

**A102.3.3.4 Electrical power line emergencies.** During emergencies, the utility shall perform the required work to the extent necessary to clear the hazard. An emergency

can include situations such as trees falling into power lines, or trees in violation of Table A102.3.3.3.

**A102.4 Correction of condition.** The code official is authorized to give notice to the owner of the property on which conditions regulated by Section A102 exist to correct such conditions. If the owner fails to correct such conditions, the legislative body of the jurisdiction is authorized to cause the same to be done and make the expense of such correction a lien on the property where such condition exists.

### SECTION A103 ACCESS RESTRICTIONS

**A103.1 Restricted entry to public lands.** The code official is authorized to determine and publicly announce when urban-wildland interface areas shall be closed to entry and when such areas shall again be opened to entry. Entry on and occupation of urban-wildland interface areas, except public roadways, inhabited areas or established trails and campsites that have not been closed during such time when the urban-wildland interface area is closed to entry, is prohibited.

#### Exceptions:

1. Residents and owners of private property within urban-wildland interface areas and their invitees and guests going to or being on their lands.
2. Entry, in the course of duty, by peace or police officers, and other duly authorized public officers, members of a fire department and members of the Wildland Firefighting Service.

#### A103.2 Trespassing on posted private property.

**A103.2.1 General.** When the code official determines that a specific area within an urban-wildland interface area presents an exceptional and continuing fire danger because of the density of natural growth, difficulty of terrain, proximity to structures or accessibility to the public, such areas shall be restricted or closed until changed conditions warrant termination of such restriction or closure. Such areas shall be posted in accordance with Section A103.2.2.

**A103.2.2 Signs.** Approved signs prohibiting entry by unauthorized persons and referring to this code shall be placed on every closed area.

**A103.2.3 Trespassing.** Entering and remaining within areas closed and posted is prohibited.

**Exception:** Owners and occupiers of private or public property within closed and posted areas; their guests or invitees; authorized persons engaged in the operation and maintenance of necessary utilities such as electrical power, gas, telephone, water and sewer; and local, state and federal public officers and their authorized agents acting in the course of duty.

**A103.3 Use of fire roads and defensible space.** Motorcycles, motor scooters and motor vehicles shall not be driven or parked on, and trespassing is prohibited on, fire roads or defensible space beyond the point where travel is restricted by a cable, gate or sign, without the permission of the property owners. Vehicles shall not be parked in a manner that obstructs the entrance to a fire road or defensible space.

**Exception:** Public officers acting within their scope of duty.

Radio and television aerials, guy wires thereto, and other obstructions shall not be installed or maintained on fire roads or defensible spaces, unless located 16 feet (4877 mm) or more above such fire road or defensible space.

**A103.4 Use of motorcycles, motor scooters, ultralight aircraft and motor vehicles.** Motorcycles, motor scooters, ultralight aircraft and motor vehicles shall not be operated within urban-wildland interface areas, without a permit by the code official, except on clearly established public or private roads. Permission from the property owner shall be presented when requesting a permit.

**A103.5 Tampering with locks, barricades, signs and address markers.** Locks, barricades, seals, cables, signs and address markers installed within urban-wildland interface areas, by or under the control of the code official, shall not be tampered with, mutilated, destroyed or removed.

Gates, doors, barriers and locks installed by or under the control of the code official shall not be unlocked.

### SECTION A104 IGNITION SOURCE CONTROL

**A104.1 General.** Ignition sources shall be in accordance with Section A104.

**A104.2 Objective.** Regulations in this section are intended to provide the minimum requirements to prevent the occurrence of wildfires.

**A104.3 Clearance from ignition sources.** Clearance between ignition sources and grass, brush or other combustible materials shall be maintained a minimum of 30 feet (9144 mm).

**A104.4 Smoking.** When required by the code official, signs shall be posted stating NO SMOKING. No person shall smoke within 15 feet (4572 mm) of combustible materials or nonfire-resistant vegetation.

**Exception:** Places of habitation or in the boundaries of established smoking areas or campsites as designated by the code official.

**A104.5 Equipment and devices generating heat, sparks or open flames.** Equipment and devices generating heat, sparks or open flames capable of igniting nearby combustibles shall not be used in urban-wildland interface areas without a permit from the code official.

**Exception:** Use of approved equipment in habitated premises or designated campsites that are a minimum of 30 feet (9144 mm) from grass-, grain-, brush- or forest-covered areas.

**A104.6 Fireworks.** Fireworks shall not be used or possessed in urban-wildland interface areas.

**Exception:** Fireworks allowed by the code official under permit in accordance with the *International Fire Code* when not prohibited by applicable local or state laws, ordinances and regulations.

The code official is authorized to seize, take, remove or cause to be removed fireworks in violation of this section.

### A104.7 Outdoor fires.

**A104.7.1 General.** No person shall build, ignite or maintain any outdoor fire of any kind for any purpose in or on any urban-wildland interface area, except by the authority of a written permit from the code official.

**Exception:** Outdoor fires within inhabited premises or designated campsites where such fires are in a permanent barbecue, portable barbecue, outdoor fireplace, incinerator or grill and are a minimum of 30 feet (9144 mm) from any combustible material or nonfire-resistive vegetation.

**A104.7.2 Permits.** Permits shall incorporate such terms and conditions that will reasonably safeguard public safety and property. Outdoor fires shall not be built, ignited or maintained in or on hazardous fire areas under the following conditions:

1. When high winds are blowing,
2. When a person 17 years old or over is not present at all times to watch and tend such fire, or
3. When a public announcement is made that open burning is prohibited.

**A104.7.3 Restrictions.** No person shall use a permanent barbecue, portable barbecue, outdoor fireplace or grill for the disposal of rubbish, trash or combustible waste material.

**A104.8 Incinerators, outdoor fireplaces, permanent barbecues and grills.** Incinerators, outdoor fireplaces, permanent barbecues and grills shall not be built, installed or maintained in urban-wildland interface areas without approval of the code official.

Incinerators, outdoor fireplaces, permanent barbecues and grills shall be maintained in good repair and in a safe condition at all times. Openings in such appliances shall be provided with an approved spark arrestor, screen or door.

**Exception:** When approved by the code official, unprotected openings in barbecues and grills necessary for proper functioning.

**A104.9 Reckless behavior.** The code official is authorized to stop any actions of a person or persons if the official determines that the action is reckless and could result in an ignition of fire or spread of fire.

**A104.10 Planting vegetation under or adjacent to energized electrical lines.** No vegetation shall be planted under or adjacent to energized power lines that, at maturity, shall grow within 10 feet (3048 mm) of the energized conductors.

## SECTION A105 CONTROL OF STORAGE

**A105.1 General.** In addition to the requirements of the *International Fire Code*, storage and use of the materials shall be in accordance with Section A105.

**A105.2 Hazardous materials.** Hazardous materials in excess of 10 gallons (37.8 L) of liquid, 200 cubic feet (5.66 m<sup>3</sup>) of gas, or 10 pounds (4.54 kg) of solids require a permit and shall comply with nationally recognized standards for storage and use.

**A105.3 Explosives.** Explosives shall not be possessed, kept, stored, sold, offered for sale, given away, used, discharged, transported or disposed of within urban-wildland interface areas, except by permit from the code official.

### A105.4 Combustible materials.

**A105.4.1 General.** Outside storage of combustible materials such as, but not limited to, wood, rubber tires, building materials or paper products shall comply with the other applicable sections of this code and this section.

**A105.4.2 Individual piles.** Individual piles shall not exceed 5,000 square feet (465 m<sup>2</sup>) of contiguous area. Piles shall not exceed 50,000 cubic feet (1416 m<sup>3</sup>) in volume or 10 feet (3048 mm) in height.

**A105.4.3 Separation.** A clear space of at least 40 feet (12192 mm) shall be provided between piles. The clear space shall not contain combustible material or nonfire-resistive vegetation.

## SECTION A106 DUMPING

**A106.1 Waste material.** Waste material shall not be placed, deposited or dumped in urban-wildland interface areas, or in, on or along trails, roadways or highways or against structures in urban-wildland interface areas.

**Exception:** Approved public and approved private dumping areas.

**A106.2 Ashes and coals.** Ashes and coals shall not be placed, deposited or dumped in or on urban-wildland interface areas.

### Exceptions:

1. In the hearth of an established fire pit, camp stove or fireplace.
2. In a noncombustible container with a tightfitting lid, which is kept or maintained in a safe location not less than 10 feet (3048 mm) from nonfire-resistive vegetation or structures.
3. Where such ashes or coals are buried and covered with 1 foot (305 mm) of mineral earth not less than 25 feet (7620 mm) from nonfire-resistive vegetation or structures.

## SECTION A107 PROTECTION OF PUMPS AND WATER STORAGE FACILITIES

**A107.1 General.** The reliability of the water supply shall be in accordance with Section A107.

**A107.2 Objective.** The intent of this section is to increase the reliability of water storage and pumping facilities and to protect such systems against loss from intrusion by fire.

**A107.3 Fuel modification area.** Water storage and pumping facilities shall be provided with a defensible space of not less than 30 feet (9144 mm) clear of nonfire-resistive vegetation or growth around and adjacent to such facilities.

Persons owning, controlling, operating or maintaining water storage and pumping systems requiring this defensible

space are responsible for clearing and removing nonfire-resistive vegetation and maintaining the defensible space on the property owned, leased or controlled by said person.

**A107.4 Trees.** Portions of trees that extend to within 30 feet (9144 mm) of combustible portions of water storage and pumping facilities shall be removed.

**A107.5 Protection of electrical power supplies.** When electrical pumps are used to provide the required water supply, such pumps shall be connected to a standby power source to automatically maintain electrical power in the event of power loss. The standby power source shall be capable of providing power for a minimum of two hours in accordance with the ICC *Electrical Code*.

**Exception:** A standby power source is not required where the primary power service to pumps are underground as approved by the code official.

## SECTION A108 LAND USE LIMITATIONS

**A108.1 General.** Temporary fairs, carnivals, public exhibitions and similar uses must comply with all other provisions of this code in addition to enhanced ingress and egress requirements.

**A108.2 Objective.** The increased public use of land or structures in urban-wildland interface areas also increases the potential threat to life safety. The provisions of this section are intended to reduce that threat.

**A108.3 Permits.** Temporary fairs, carnivals, public exhibitions or similar uses shall not be allowed in a designated urban-wildland interface area, except by permit from the code official.

Permits shall incorporate such terms and conditions that will reasonably safeguard public safety and property.

**A108.4 Access roadways.** In addition to the requirements in Section 403, access roadways shall be a minimum of 24 feet (7315 mm) wide and posted NO PARKING. Two access roadways shall be provided to serve the permitted use area.

When required by the code official to facilitate emergency operations, approved emergency vehicle operating areas shall be provided.

## APPENDIX B

# VEGETATION MANAGEMENT PLAN

Vegetation management plans shall be submitted to the code official for review and approval as part of the plans required for a permit. Vegetation management plans shall describe all actions that will be taken to prevent a fire from being carried toward or away from the building. A vegetation management plan shall include at least the following information:

1. A copy of the site plan.
2. Methods and timetables for controlling, changing or modifying areas on the property. Elements of the plan shall in-

clude removal of slash, snags, vegetation that may grow into overhead electrical lines, other ground fuels, ladder fuels and dead trees, and the thinning of live trees.

3. A plan for maintaining the proposed fuel-reduction measures.

To be considered a fuel modification for purposes of this code, continuous maintenance of the clearance is required.

## UTAH FIRE RESISTIVE SPECIES

*Adapted from "Utah Forest Facts: Firewise Plants for Utah Landscapes"  
Utah State University Extension, 2002*

### Grasses

*Agropyron cristatum* (Crested Wheatgrass)  
*Agropyron smithii* (Western Wheatgrass)  
*Buchloe dactyloides* (Buffalograss)  
*Dactylis glomerata* (Orchardgrass)  
*Festuca cinerea* and other species (Blue Fescue)  
*Lolium* species (Rye Grass)  
*Poa pratensis* (Kentucky Bluegrass)  
*Poa secunda* (Sandberg Bluegrass)

### Herbaceous Perennials

*Achillea clavennae* (Silvery Yarrow)  
*Achillea filipendulina* (Fernleaf Yarrow)  
*Achillea* - other species & hybrids (Yarrow)\*  
*Aquilegia* - species & hybrids (Columbine)  
*Armeria maritime* (Sea Pink, Sea Thrift)  
*Artemisia stelleriana* (Beach Wormwood, Dusty Miller)  
*Artemisia* - other species & hybrids (Various names)\*  
*Bergenia* – species & hybrids (Bergenia)  
*Centranthus ruber* (Red Valerian, Jupiter's Beard)  
*Cerastium tomentosum* (Snow-in-summer)  
*Coreopsis auriculata* var. *Nana* (Dwarf Mouse Ear Coreopsis)  
*Coreopsis* – other perennial species (Coreopsis)  
*Delosperma nubigenum* (Hardy Ice Plant)  
*Dianthus plumarius* & others (Pinks)  
*Erigeron* hybrids (Fleabane)\*  
*Gaillardia X grandiflora* (Blanket Flower)  
*Geranium cinereum* (Hardy Geranium)  
*Geranium sanguineum* (Bloody Cranesbill, Bloodred Geranium)

*Geranium* species (Geranium)  
*Hemerocallis* species (Daylily)  
*Heuchera sanguinea* (Coral Bells, Alum Root)  
*Iberis sempervirens* (Evergreen Candytuft)  
*Iris* species & hybrids (Iris)  
*Kniphofia* species & hybrids (Red-hot Poker)  
*Lavandula* species (Lavender)  
*Leucanthemum X superbum* (Shasta Daisy)  
*Limonium latifolium* (Sea-lavender, Statice)  
*Linum* species (Flax)  
*Liriope spicata* (Lily-turf)  
*Lupinus* species & hybrids (Lupine)\*  
*Medicago sativus* (Alfalfa)  
*Oenothera* species (Primrose)  
*Papaver* species (Poppy)  
*Penstemon* species & hybrids (Penstemon)  
*Perovskia atriplicifolia* (Russian Sage, Azure Sage)  
*Potentilla nepalensis* (Nepal Cinquefoil)  
*Potentilla tridentata* (Wineleaf Cinquefoil)  
*Potentilla verna (tabernaemontani)* (Spring Cinquefoil; Creeping Potentilla)  
*Potentilla* – other non-shrubby species & hybrids (Cinquefoil, Potentilla)\*  
*Salvia* species & hybrids (Salvia, Sage)\*  
*Sedum* species (Stonecrop, Sedum)  
*Sempervivum tectorum* (Hen and Chicks)  
*Stachys byzantina* (Lamb's Ear)  
*Yucca filamentosa* (Yucca)

*continued*

## APPENDIX B

### Shrubs and Woody Vines

*Atriplex* species (Saltbush)  
*Ceanothus americanus* (New Jersey Tea)  
*Ceanothus ovatus* & others (Ceanothus)  
*Cistus* species (Rock-rose)  
*Cotoneaster dammeri* (Bearberry Cotoneaster)  
*Cotoneaster horizontalis* (Rockspray or Rock Cotoneaster)  
*Cotoneaster* – other compact species (Cotoneaster)  
*Hedera helix* (English Ivy)  
*Lonicera* species & hybrids (Honeysuckle)  
*Mahonia repens* (Creeping Oregon Grape)  
*Parthenocissus quinquefolia* (Virginia Creeper)  
*Prunus besseyi* (Sand Cherry)  
*Purshia tridentata* (Bitterbrush, Antelope Bitterbrush)  
*Pyracantha* species (Firethorn, Pyracantha)  
*Rhamnus* species (Buckthorn)  
*Rhus trilobata* (Skunkbush Sumac)  
*Rhus* – other species (Sumac)  
*Ribes* species (Currant, Gooseberry)  
*Rosa rugosa* & other hedge roses (Rugosa Rose)  
*Shepherdia canadensis* (Russet Buffaloberry)  
*Syringa vulgare* (Lilac)  
*Vinca major* (Large Periwinkle)  
*Vinca minor* (Dwarf Periwinkle, Common Periwinkle)

### Trees

*Acer* species (Maple)  
*Betula* species (Birch)  
*Cercis canadensis* (Eastern Redbud)  
*Populus tremuloides* (Quaking Aspen)  
*Populus* – other species (Poplar, Cottonwood)  
*Salix* species (Willow)

***\* Plants or groups of plants marked with an asterisk (\*) can become weedy in certain circumstances, and may even be noxious weeds with legal restrictions against their planting and cultivation. Check with your local Extension office or State Department of Agriculture for information on noxious weeds in your area.***

**Note:** Some of the listed plants may not be considered “water-wise” or drought-tolerant for arid climates.

## APPENDIX C

# FIRE HAZARD SEVERITY FORM

*This appendix is to be used to determine the fire hazard severity.*

<b>A. Subdivision Design</b>	Points		
1. Ingress/Egress		<b>C. Topography</b>	
Two or more primary roads	1__	Located on flat, base of hill, or setback at crest of hill	1__
One road	10__	On slope with 0-20% grade	5__
One-lane road in, one-lane road out	15__	On slope with 21-30% grade	10__
		On slope with 31% grade or greater	15__
2. Width of Primary Road		At crest of hill with unmitigated vegetation below	20__
20 feet or more	1__		
Less than 20 feet	5__		
		<b>D. Roofing Material</b>	
3. Accessibility		Class A Fire Rated	1__
Road grade 5% or less	1__	Class B Fire Rated	5__
Road grade 5-10%	5__	Class C Fire Rated	10__
Road grade greater than 10%	10__	Nonrated	20__
		<b>E. Fire Protection—Water Source</b>	
4. Secondary Road Terminus		500 GPM hydrant within 1,000 feet	1__
Loop roads, cul-de-sacs with an outside turning radius of 45 feet or greater	1__	Hydrant farther than 1,000 feet or draft site	5__
Cul-de-sac turnaround	5__	Water source 20 min. or less, round trip	10__
Dead-end roads 200 feet or less in length	8__	Water source farther than 20 min., and 45 min. or less, round trip	15__
Dead-end roads greater than 200 feet in length	10__	Water source farther than 45 min., round trip	20__
		<b>F. Siding and Decking</b>	
5. Street Signs		Noncombustible siding/deck	1__
Present but unapproved	3__	Combustible siding/no deck	5__
Not present	5__	Noncombustible siding/combustible deck	10__
		Combustible siding and deck	15__
<b>B. Vegetation (IUWIC Definitions)</b>		<b>G. Utilities (gas and/or electric)</b>	
1. Fuel Types		All underground utilities	1__
Surface		One underground, one aboveground	3__
Lawn/noncombustible	1__	All aboveground	5__
Grass/short brush	5__		
Scattered dead/down woody material	10__	<b>Total for Subdivision</b>	
Abundant dead/down woody material	15__	Moderate Hazard	50–75
Overstory		High Hazard	76–100
Deciduous trees (except tall brush)	3__	Extreme Hazard	101+
Mixed deciduous trees and tall brush	10__		
Clumped/scattered conifers and/or tall brush	15__		
Contiguous conifer and/or tall brush	20__		
2. Defensible Space			
70% or more of lots completed	1__		
30% to 70% of lots completed	10__		
Less than 30% of lots completed	20__		



# INDEX

<b>A</b>		<b>DEFINITIONS</b> .....202	
<b>ACCESS</b>		<b>DUMPING</b> ..... Appendix A, Section A106	
Applicability .....	402		
Driveways .....	403.2		
Fire apparatus.....	403.2		
Grade .....	403.7		
Individual structures .....	402.2		
Marking of roads.....	403.4		
Restricted .....	403.1		
Subdivisions .....	402.1		
<b>ADDITIONS OR ALTERATIONS</b> .....	101.4		
<b>ALTERNATIVE MATERIALS OR METHODS</b> ....	103.3		
<b>AUTOMATIC FIRE SPRINKLER SYSTEMS</b> .....	602		
<b>C</b>			
<b>CERTIFICATE OF COMPLETION</b> .....	108		
<b>CLASS 1 IGNITION-RESISTANT CONSTRUCTION</b> .....	504		
Detached accessory structures .....	504.11		
Exterior doors .....	504.9		
Exterior walls .....	504.5		
Protection of eaves.....	504.3		
Roof covering .....	504.2		
Vents .....	504.10		
Windows .....	504.8		
<b>CLASS 2 IGNITION-RESISTANT CONSTRUCTION</b> .....	505		
Detached accessory structures .....	505.11		
Exterior doors .....	505.9		
Exterior walls .....	505.5		
Protection of eaves.....	505.3		
Roof covering .....	505.2		
Vents .....	505.10		
Windows .....	505.8		
<b>CLASS 3 IGNITION-RESISTANT CONSTRUCTION</b> .....	506		
Roof covering .....	506.2		
Unenclosed underfloor protection .....	506.3		
Vents .....	506.4		
<b>CONTROL OF STORAGE</b> .....	Appendix A, Section A105		
<b>D</b>			
<b>DEFENSIBLE SPACE</b> .....	603		
Fuel modification.....	603.2		
		<b>DEFINITIONS</b> .....202	
		<b>DUMPING</b> ..... Appendix A, Section A106	
		<b>F</b>	
		<b>FIRE HAZARD SEVERITY</b> .....	502
		<b>FIRE HAZARD SEVERITY FORM</b> .....	Appendix C
		<b>G</b>	
		<b>GENERAL REQUIREMENTS</b> .....	Appendix A
		<b>I</b>	
		<b>IGNITION SOURCE CONTROL</b> .....	Appendix A, Section A104
		<b>INSPECTION AND ENFORCEMENT</b>	
		Authority to inspect .....	107.1.2
		Citations.....	107.4.4
		Enforcements .....	107.2
		Reinspections .....	107.1.3
		Right of entry .....	107.3
		Unsafe conditions .....	107.4.5
		<b>L</b>	
		<b>LAND USE LIMITATIONS</b> .....	Appendix A, Section A108
		<b>LIABILITY OF THE CODE OFFICIAL</b> .....	102.3
		<b>LPG INSTALLATIONS</b> .....	606
		<b>M</b>	
		<b>MAINTENANCE</b> .....	101.6
		<b>MAINTENANCE OF DEFENSIBLE SPACE</b> .....	604
		Modified area .....	604.2
		Responsibility .....	604.3
		Trees .....	604.4
		<b>P</b>	
		<b>PERMITS</b>	
		Application .....	105.4
		Approval .....	105.5
		Expiration .....	105.8
		Issuance .....	105.6
		Required .....	105.2
		Retention .....	105.9
		Revocation .....	105.10
		Validity.....	105.7

INDEX

Work exempt from permit . . . . . 105.3  
**PLANS AND SPECIFICATIONS** . . . . . 106  
Information on plans and specifications . . . . 106.2  
Vegetation management plans . . . . . 106.4  
**POWERS AND DUTIES OF THE  
CODE OFFICIAL** . . . . . 102.1  
**PRACTICAL DIFFICULTIES**. . . . . 103.1  
**PROTECTION OF PUMPS AND WATER  
STORAGE FACILITIES**. . . . . Appendix A,  
Section A107

Testing and maintenance . . . . . 404.9  
Water sources. . . . . 404.2

**R**

**REPLACEMENT OR REPAIR OF  
ROOF COVERINGS** . . . . . 507  
**RETROACTIVITY** . . . . . 101.4

**S**

**SPARK ARRESTERS** . . . . . 605  
**STORAGE OF FIREWOOD AND  
COMBUSTIBLE MATERIALS** . . . . . 607

**T**

**TECHNICAL ASSISTANCE** . . . . . 103.2

**U**

**URBAN-WILDLAND INTERFACE  
AREA DESIGNATIONS** . . . . . 301  
Declaration . . . . . 301.1  
Mapping . . . . . 301.2  
Review . . . . . 301.3

**V**

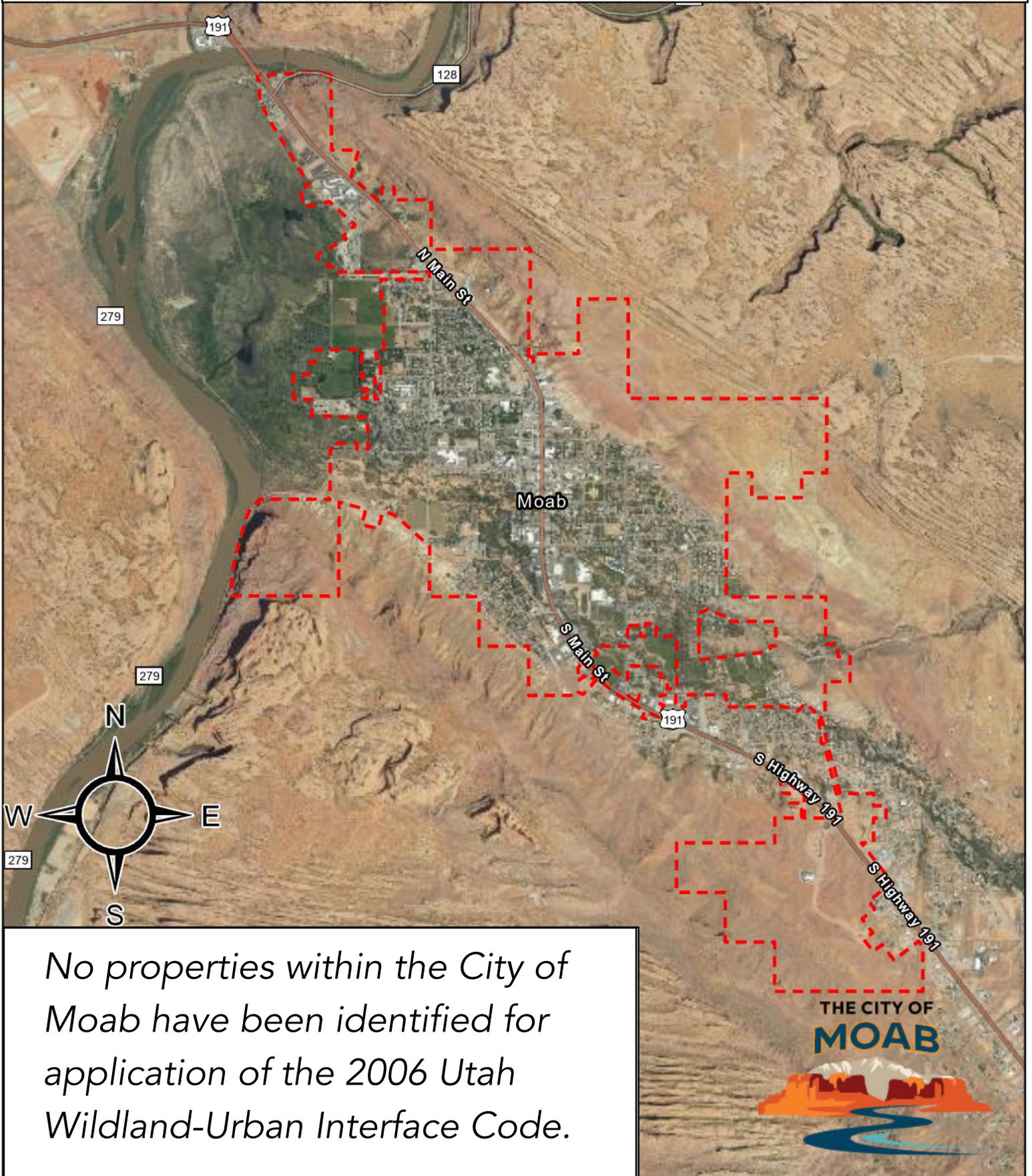
**VEGETATION CONTROL** . . . . . Appendix A,  
Section A102  
**VEGETATION MANAGEMENT PLAN** . . . . Appendix B

**W**

**WATER SUPPLY**  
Adequate water supply . . . . . 404.5  
Applicability . . . . . 402  
Draft sites . . . . . 404.3  
Hydrants . . . . . 404.4  
Identification . . . . . 404.8  
Individual structures . . . . . 402.2  
Obstructions . . . . . 404.7  
Reliability . . . . . 404.10  
Subdivisions . . . . . 402.1

# Utah Wildland-Urban Interface Code Map

City of Moab, Utah  
February 24, 2026



*No properties within the City of Moab have been identified for application of the 2006 Utah Wildland-Urban Interface Code.*

THE CITY OF  
**MOAB**



## MOAB CITY COUNCIL

ORDINANCE NO. 2026-03

DATE: February 24, 2026

### AN ORDINANCE OF THE MOAB CITY COUNCIL ENACTING SECTION 15.08.011 UNDER TITLE 15, CHAPTER 15.08 OF THE MOAB MUNICIPAL CODE TO ADOPT THE 2006 EDITION OF THE UTAH WILDLAND-URBAN INTERFACE CODE

#### RECITALS

WHEREAS, in accordance with H.B. 48, effective January 1, 2026, municipalities are encouraged to adopt the 2006 Edition of the Utah Wildland-Urban Interface Code (“UWUIC”); and

WHEREAS, in accordance with Section 301 of UWUIC, the municipal legislative body shall determine the UWUIC areas within its jurisdiction after review and consideration of the information and maps published by the Division of Forestry, Fire and State Lands (“FFSL”); and

WHEREAS, the Moab City Council has reviewed the FFSL UWUIC information and maps currently available; and

WHEREAS, the Moab City Council has also consulted with the Moab Valley Fire Department; and

WHEREAS, the jurisdictional limits of the City of Moab do not contain urban areas that interface with fire-prone wildlands requiring the level of preparedness prescribed by UWUIC; and

WHEREAS, Section 301 of UWUIC sets forth that the municipal legislative body may modify its UWUIC areas every three (3) years or as deemed necessary; and

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MOAB COUNCIL AS FOLLOWS:

1. Enactment: Chapter 15.08.011 of the Moab Municipal Code is hereby enacted as attached hereto as **Exhibit 1** and applicable in the areas of the City of Moab as designated in the map attached hereto as **Exhibit 2**.

2. Severability: If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of this ordinance, or specific application of this ordinance, shall be severed from the remainder, which shall continue in full force and effect.

3. Direction to Mayor and Staff: The Mayor and staff are authorized and directed to take such steps as may be needed: (a) for this ordinance to become effective under Utah law,

including but not limited to compliance with the requirements of Utah Code § 10-3-711; and (b) to finalize and post the ordinance to the Moab Municipal Code, including but not limited to making non-substantive edits to correct any scrivener's, formatting, and numbering errors.

4. Effective Date: This Ordinance shall become effective immediately upon its posting.

**PASSED AND ADOPTED** this 24th day of February 2026.  
MOAB CITY COUNCIL

\_\_\_\_\_  
By: Joette Langianese, Mayor

ATTEST

\_\_\_\_\_  
Sommar Johnson, Recorder

*(Complete as Applicable)*

Date ordinance summary was posted to the Moab City website, the Utah Public Notice website, and in a public place within Moab City per Utah Code §10-3-711: \_\_\_\_\_

Effective date of ordinance: \_\_\_\_\_

**SUMMARY OF  
CITY OF MOAB  
ORDINANCE NO. 2026-03**

On February 24, 2026, the Moab Council enacted Ordinance No. 2026-03 to enact Chapter 15.08.011 of the Moab Municipal Code in accordance with H.B. 48.

MOAB CITY COUNCIL

\_\_\_\_\_  
By: Joette Langianese, Mayor

ATTEST

\_\_\_\_\_  
Sommar Johnson, Recorder

A complete copy of Ordinance No. 2026-03 is available in the Moab City offices located at 217 E. Center Street, Moab, UT 84532.

**EXHIBIT 1**

**EXHIBIT 2**

**CITY OF MOAB**  
**PUBLIC HEARING**  
**PROPOSED ORDINANCE 2026-03**

The City of Moab Planning Commission will hold a Public Hearing on Thursday, February 12, 2026, at approximately 6:00 p.m. in the Council Chambers of the Moab City Offices at 217 East Center Street, Moab, Utah.

The purpose of this hearing is to solicit public input on Proposed Ordinance 2026-03 - An Ordinance of the Moab City Council Enacting Section 15.08.011 Under Title 15, Chapter 15.08 of the Moab Municipal Code to Adopt the 2006 Edition of the Utah Wildland-Urban Interface Code. The public is invited to review and inspect all information available concerning such proposal(s) at the Moab City Offices during regular office hours, 8:00 a.m. to 5:00 p.m. Monday through Thursday, 8:00 a.m. to 12:00 p.m. Friday. The public or any interested parties may present written or oral testimony to the Moab City Planning Commission concerning the proposed action at the aforementioned time and place.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Recorder's Office at 217 East Center Street, Moab, Utah 84532; or phone (435) 259-5121 at least three (3) working days prior to the meeting.

Certificate of Posting

Posted in the Moab City Offices at 217 E. Center St., Moab, Utah, on February 2nd, 2026.

Posted on the Moab City's website - [www.moabcity.org](http://www.moabcity.org) on February 2nd, 2026.

Published on State of Utah's Public Meeting Notice Website - [www.utah.gov/pmn](http://www.utah.gov/pmn)  
on February 2nd, 2026.

/s/ Johanna Blanco

Associate Planner



**TITLE:** Consideration and Possible Approval of Planning Resolution No. 03-2026, A Resolution Approving A Preliminary Plat for The Amasa Apartments for Property Located at 57 Kane Creek Boulevard, Moab UT, 84532.

**DISPOSITION:** Discussion and possible action

**PRESENTER/S:** Johanna Blanco, Associate Planner and Cory Shurtleff, Community Development Director

**ATTACHMENT/S:**

- Exhibit 1 Draft Planning Resolution No. 03-2026
- Exhibit 2 Vicinity Map
- Exhibit 3 Preliminary Plat
- Exhibit 4 Plat Review Matrix
- Exhibit 5 Development Agreement

**STAFF RECOMMENDATION:** Conditionally Approve Moab Planning Resolution No. 03-2025, with or without modifications

**OTHER OPTIONS:** Continue or table action to a later meeting with specific direction to City Staff and Applicant as to additional information needed to make a decision; or Deny Resolution 03-2026, giving specific findings for decision.

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**RECOMMENDED MOTION:** I move that the City of Moab Planning Commission Approve Planning Resolution No. 03-2026, A Resolution Approving A Preliminary Plat for the Amasa Apartments for Property Located at 57 Kane Creek Boulevard, Moab UT, 84532.

**SUMMARY:**

Property Owner: Amasa Holdings LLC  
Applicant: Amanda Dillion  
Location: 57 W Kane Creek Blvd, Moab, UT 84532  
Parcel: 01-0001-0200  
Zoning: R-3  
Use: Residential - Multifamily

Amanda Dillon, the Owner Agent of record, for property located at 57 Kane Creek Boulevard, Moab, Utah 84532, submitted a Townhome Plat application on September 8th, 2025. Through a Development Agreement with the City, a custom approval process will be established for this project. The approval process, as outlined in section 3 of the agreement, states that the



## MOAB CITY PLANNING COMMISSION AGENDA

February 12, 2026

preliminary plan and plat will be approved by the Moab City Planning Commission, and the Final Plan and Plats for each phase will be approved administratively by City staff.

At this time, the Preliminary Plat has been submitted for review by the Moab City Planning Commission on February 12th, 2026.

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### **RELEVANT LAWS, STUDIES & PLANS:**

Moab Municipal Code 17.67, 16..08.030, 17.65.110

### **RESPONSIBLE DEPARTMENT:**

Development Review Team

### **FINANCIAL IMPACT:**

N/A

**CITY OF MOAB PLANNING RESOLUTION NO. 03-2026**

**A RESOLUTION APPROVING A PRELIMINARY PLAT FOR THE AMASA AMPARTMENTS AT PROPERTY LOCATED AT 57 KANE CREEK BOULEVARD MOAB UT 84532.**

**WHEREAS**, the following describes the intent and purpose of this resolution:

- a. Amanda Dillon, the Owner Agent of record, for property located at 57 Kane Creek Boulevard Moab, Utah 84532, has applied for a Townhome Plat Approval; and
- b. The Applicant has furnished a plat and description of the property located at 57 Kane Creek Boulevard Moab, Utah 84532 (parcel 01-0001-0200 (4.54 acres); and
- c. The City has established standards for townhome plats in Moab Municipal Code (MMC) Chapter 16 Subdivisions; and
- d. The City has entered into a Development Agreement with Amasa Holdings LLC, which modifies the platting procedure of this development through Moab City Ordinance 2026-01. The Development Agreement assigns the Moab City Planning Commission as the Land Use Authority for Preliminary Plan Approval and Planning Coordinator as the Land Use Authority for the Final Plat for each phase of the development; and
- e. The Moab Planning Commission reviewed the Preliminary Plat for the residential multi-household apartment development in a regular meeting held on February 12th, 2026; and
- f. Sufficient evidence provided by the applicant proved that standards of development can meet or exceed the requirements and regulations outlined in the MMC 16.12 Preliminary Plat; and
- g. Following the consideration of the technical aspects of the pertinent code sections, the Moab Planning Commission, pursuant to Planning Resolution 03-2026, hereby finds, that all applicable provisions of the Moab Municipal Code have or can be met.

**NOW, THEREFORE, BE IT RESOLVED BY THE MOAB PLANNING COMMISSION**, the application for the Amasa Apartments Preliminary Plat is hereby APPROVED.

PASSED AND APPROVED in an open meeting of the Planning Commission by a majority vote of the Governing Body of Moab Planning Commission on February 12th, 2026.

SIGNED: \_\_\_\_\_  
Kya Marienfeld, Chair

RA-1

R-3

I-1

57 West Kane Creek Boulevard

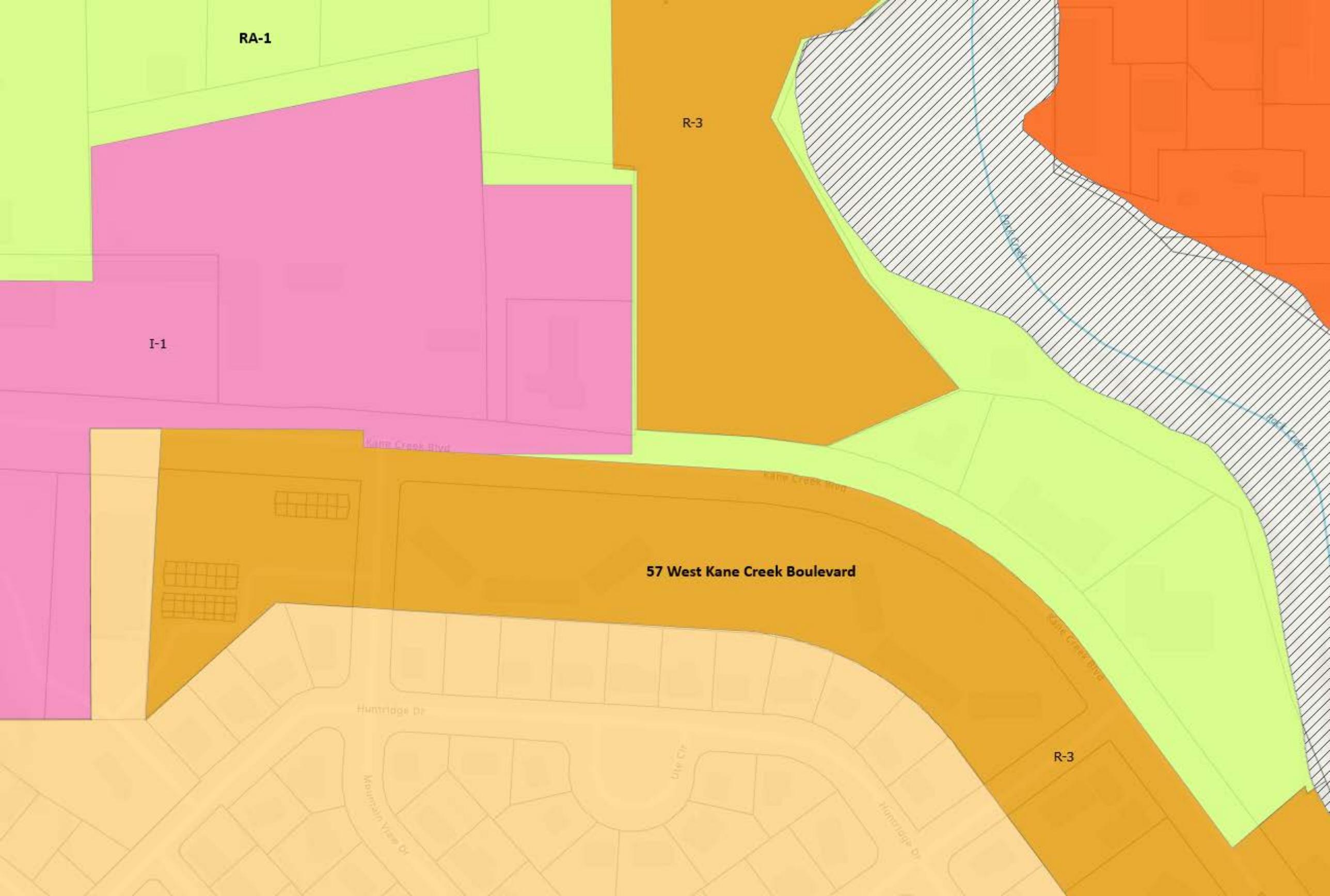
R-3

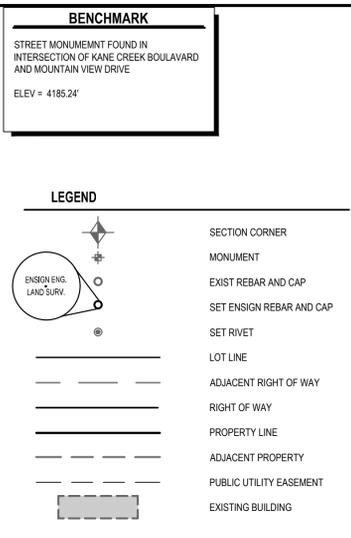
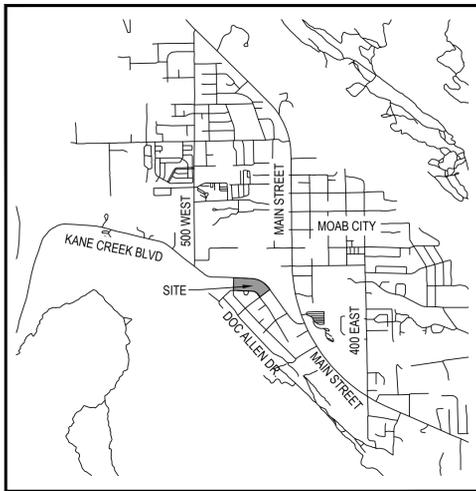
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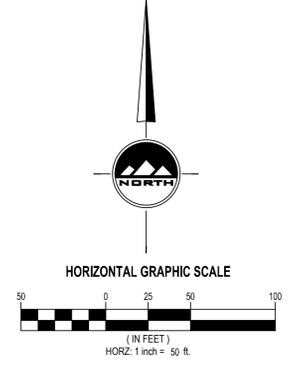
# AMASA APARTMENTS TOWNHOME PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, T. 26 S., R. 21 E., S.L.B. & M. MOAB CITY, GRAND COUNTY, UTAH 2026

### BLANKET UTILITY ACCESS & COMMON AREA EASEMENT NOTES (FOR ALL LOTS):

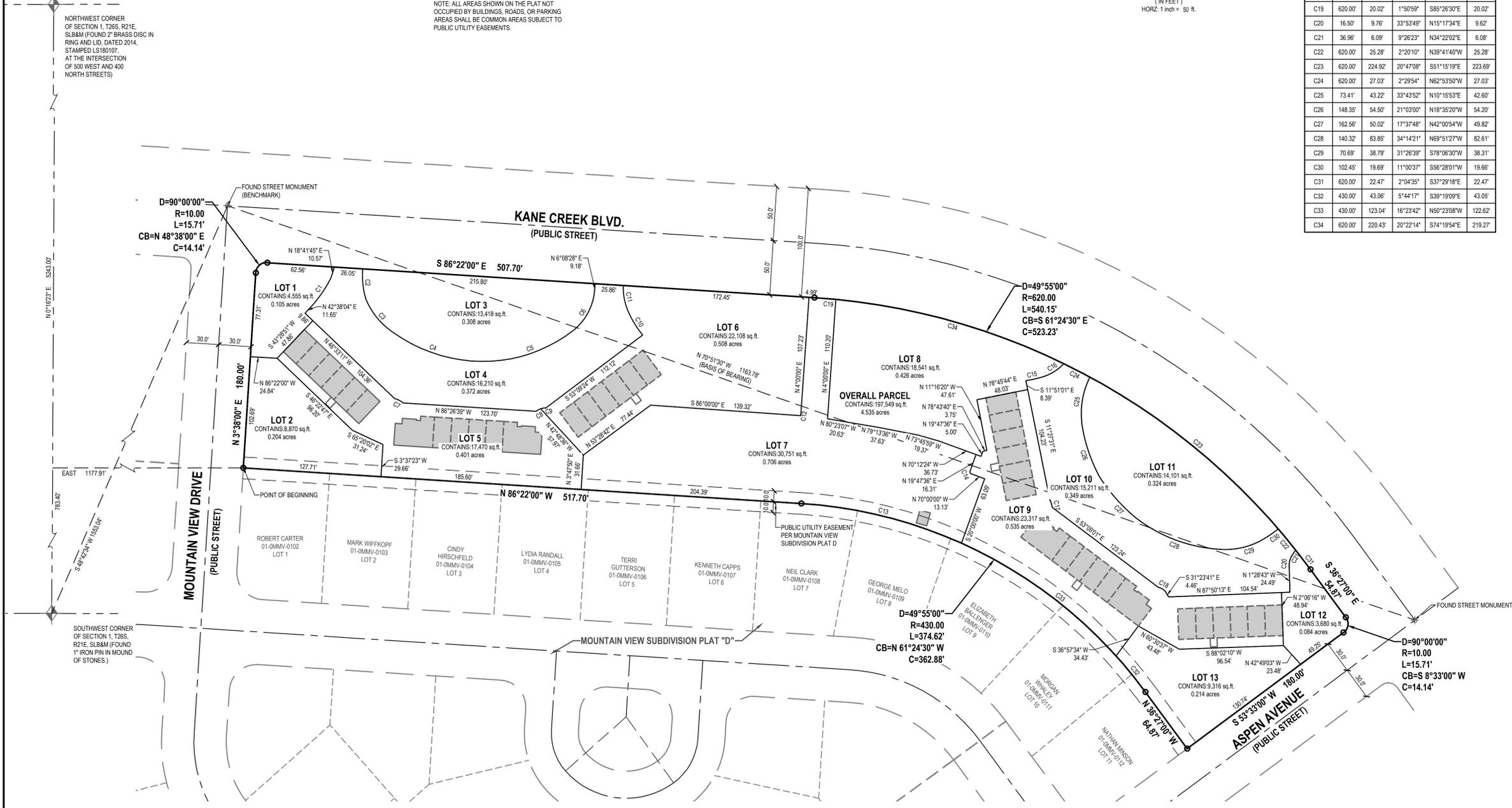
1. THE OWNERS DO HEREBY DEDICATE ALL COMMON AREAS AS A BLANKET PUBLIC UTILITY EASEMENT (PUE) FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND INSPECTION OF PUBLIC UTILITY FACILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC, GAS, COMMUNICATIONS, PUBLIC WATER, PUBLIC SEWER MAINS, STORM DRAINAGE, AND ASSOCIATED APPURTENANCES, AS REQUIRED BY AUTHORIZED UTILITY PROVIDERS. THIS BLANKET PUBLIC UTILITY EASEMENT DOES NOT APPLY TO PRIVATE SERVICE LATERALS LOCATED ENTIRELY WITHIN INDIVIDUAL BUILDING FOOTPRINTS, EXCEPT WHERE SUCH FACILITIES ARE EXPRESSLY LOCATED WITHIN A DEDICATED UTILITY EASEMENT SHOWN ON THIS PLAT OR REQUIRED BY THE SERVING UTILITY.
2. ALL TENANTS AND OWNERS HAVE ACCESS ACROSS PARCELS IN THE COMMON AREAS.
3. COMMON AREAS MAY BE IMPROVED OR FENCED IN THE FUTURE, PROVIDED THAT SUCH IMPROVEMENTS DO NOT ENCROACH ON ANY PUBLIC UTILITY EASEMENT.
4. ADJUSTMENTS TO COMMON AREAS DESIGNATION MAY BE MADE THROUGH FUTURE LEGAL ACTION WITHOUT ALTERING OR DIMINISHING THE EASEMENT RIGHTS GRANTED HEREIN.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	119.91'	29.00'	13°51'19"	N33°49'55"E	28.92'
C2	77.18'	28.43'	21°06'18"	S5°53'07"E	28.27'
C3	68.66'	42.51'	35°28'23"	S40°36'15"E	41.84'
C4	143.68'	84.81'	33°49'13"	S72°17'32"E	83.58'
C5	136.12'	92.12'	38°46'25"	N71°24'43"E	90.37'
C6	53.09'	39.59'	42°43'28"	N29°23'34"E	38.68'
C7	19.29'	8.89'	26°24'01"	N62°48'25"W	8.81'
C8	15.35'	4.54'	16°57'05"	S62°37'51"W	4.52'
C9	15.35'	4.61'	17°11'26"	S79°56'48"W	4.59'
C10	95.45'	27.91'	16°48'25"	S30°55'05"E	27.82'
C11	54.15'	22.36'	23°39'47"	S9°37'41"E	22.20'
C12	20.00'	2.07'	5°55'04"	N6°57'32"E	2.06'
C13	430.00'	153.43'	20°26'38"	S76°08'41"E	152.62'
C14	2.00'	3.13'	89°47'36"	N25°06'12"W	2.82'
C15	88.25'	12.43'	6°04'14"	S78°16'13"W	12.42'
C16	45.83'	26.93'	33°40'06"	S60°19'09"W	26.55'
C17	21.07'	6.47'	17°35'19"	S16°32'30"E	6.44'
C18	11.14'	8.76'	45°02'39"	S55°16'07"E	8.54'
C19	620.00'	20.02'	1°50'59"	S85°26'30"E	20.02'
C20	16.50'	9.76'	33°53'49"	N15°17'34"E	9.62'
C21	36.96'	6.09'	9°28'23"	N34°22'02"E	6.08'
C22	620.00'	25.28'	2°20'10"	N39°41'40"W	25.28'
C23	620.00'	224.92'	20°47'08"	S51°15'19"E	223.69'
C24	620.00'	27.03'	2°29'54"	N62°53'50"W	27.03'
C25	73.41'	43.22'	33°43'52"	N10°15'53"E	42.60'
C26	148.35'	54.50'	21°03'00"	N18°35'20"W	54.20'
C27	162.56'	50.02'	17°37'48"	N42°00'54"W	49.82'
C28	140.32'	83.85'	34°14'21"	N69°51'27"W	82.61'
C29	70.69'	38.79'	31°26'39"	S78°06'30"W	38.31'
C30	102.45'	19.69'	11°00'37"	S56°28'01"W	19.66'
C31	620.00'	22.47'	2°04'35"	S37°29'18"E	22.47'
C32	430.00'	43.06'	5°44'17"	S39°19'09"E	43.05'
C33	430.00'	123.04'	16°23'42"	N50°23'08"W	122.62'
C34	620.00'	220.43'	20°22'14"	S74°19'54"E	219.27'



VICINITY MAP  
NOT TO SCALE

NORTHWEST CORNER OF SECTION 1, T26S, R21E, SLB&M (FOUND 2" BRASS DISC IN RING AND LID, DATED 2014, STAMPED L3180107, AT THE INTERSECTION OF 500 WEST AND 400 NORTH STREETS)



### SURVEYOR'S CERTIFICATE

I, DUSTY L. BISHOP, A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING CERTIFICATE NO. 4938720, CERTIFY THAT BY THE AUTHORITY OF THE PROPERTY OWNERS, THE PLAT SHOWN HEREON WAS MADE UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE PLAT CORRECTLY SHOWS THE DIMENSIONS OF THE PROPERTY TO BE KNOWN AS THE AMASA APARTMENTS TOWNHOME PLAT.

### SURVEYOR'S NARRATIVE

THE BASIS OF BEARING IS THE LINE BETWEEN THE FOUND STREET MONUMENT AT THE INTERSECTION OF ASPEN AVE AND KANE CREEK BLVD. AND THE FOUND STREET MONUMENT AT THE INTERSECTION OF MOUNTAIN VIEW DRIVE AND KANE CREEK BLVD. AND MEASURES NORTH 70°51'30" WEST 1163.78 FEET.

### BOUNDARY DESCRIPTION

A PARCEL OF LAND, SITUATE IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK M, PLAT D, OF THE MOUNTAINVIEW SUBDIVISION, AND RUNNING:  
THENCE NORTH 3°38'00" EAST 180.00 FEET;  
THENCE NORTHEASTERLY, 15.71 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 86°22'00" EAST, AND THE LONG CHORD BEARS NORTH 48°38'00" EAST 14.14 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00");  
THENCE SOUTH 86°22'00" EAST 507.70 FEET;  
THENCE SOUTHEASTERLY 540.15 FEET ALONG THE ARC OF A 620.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 3°38'00" WEST, AND THE LONG CHORD BEARS SOUTH 61°24'30" EAST 523.23 FEET, THROUGH A CENTRAL ANGLE OF 49°55'00");  
THENCE SOUTH 36°27'00" EAST 54.87 FEET;  
THENCE SOUTHWESTERLY 15.71 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 53°33'00" WEST, AND THE LONG CHORD BEARS SOUTH 8°33'00" WEST 14.14 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00");  
THENCE SOUTH 53°33'00" WEST 180.00 FEET, TO THE EASTERLY CORNER OF LOT 11, BLOCK M, PLAT D OF THE MOUNTAINVIEW SUBDIVISION;  
THENCE NORTHWESTERLY 374.62 FEET ALONG THE ARC OF A 430.00-FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 53°33'00" WEST, AND THE LONG CHORD BEARS NORTH 61°24'30" WEST 362.88 FEET, THROUGH A CENTRAL ANGLE OF 49°55'00");  
THENCE NORTH 86°22'00" WEST 517.70 FEET, TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 197,549 SQUARE FEET, OR 4.535 ACRES.

Date: \_\_\_\_\_  
Dusty L. Bishop  
License no. 4938720  
**PRELIMINARY**

### OWNER'S DEDICATION

Know all men by these presents that I / we, the under-signed owner (s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

### AMASA APARTMENTS TOWNHOME PLAT

do hereby dedicate all common area as a blanket public utility easement, day of \_\_\_\_\_ A.D., 20\_\_\_\_, in witness whereof I have hereunto set our hand (s) this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

By: \_\_\_\_\_  
By: \_\_\_\_\_

### ACKNOWLEDGEMENT

STATE OF UTAH }  
COUNTY OF \_\_\_\_\_ } S.S.  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, AMASA HOLDINGS LLC AND DEVELOPED BY WOMEN, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF \_\_\_\_\_ IN SAID STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY SIGNED THE OWNERS DEDICATION, FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN MENTIONED.  
MY COMMISSION EXPIRES: \_\_\_\_\_  
RESIDING IN \_\_\_\_\_ COUNTY.  
NOTARY PUBLIC

# AMASA APARTMENTS TOWNHOME PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, T. 26 S., R. 21 E., S.L.B. & M. MOAB CITY, GRAND COUNTY, UTAH 2026

THE CITY OF  
**MOAB**



EST. 1902

**Plat**

**Matrix**

**Municipal Code Submittal  
Requirements 16.12**

**PROJECT NAME: AMASA APARTMENTS**



City Review	Code Provision
	<p><b>Development Agreement</b></p> <p>3.4.4. <i>Platting Process.</i> Developer shall prepare a preliminary plat for the Project and final plats for each phase that comply with Chapter 16.16 of the MMC. Developer shall submit the preliminary plat for the Project to the Planning Coordinator to review for completeness and for compliance with the MMC and this Agreement. After verifying that the preliminary plat for the Project is complete and complies with the MMC and this Agreement, the Planning Coordinator shall refer the preliminary plat to the Planning Commission for review and action. Developer shall submit all final plats to the Planning Coordinator, who shall administratively approve such plats after verifying that they are complete and comply with the MMC and this Agreement.</p>
N/A	<p>3.4.5. <i>Amendments.</i> The preliminary site plan for the Project and the preliminary plat for the Project, or subsequent revision thereto, shall be binding as</p> <p>to the general intent and apportionment of land for buildings, sewage disposal, storm water management, sensitive area protection, stipulated use, circulation pattern, domestic water, and landscaping. The applicable land use authority designated in Section 3.4.2 shall have authority to act upon amendments to the preliminary site plan for the Project, a final site plan, the preliminary plat for the Project, and final plats. The Planning Coordinator, in their sole discretion, may refer amendments to the final site plan for the Project or a final plat to the Planning</p> <p>Commission for review and action if the proposed amendments are not consistent</p> <p>with the preliminary site plan or preliminary plat the Planning Commission</p>

**RECORD AGAINST THE FOLLOWING PARCEL OF LAND:**

01-0001-0200

**WHEN RECORDED RETURN TO:**

Cory Shurtleff  
Planning & Zoning Administrator  
City of Moab  
217 E. Center Street  
Moab, UT 84532

**DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF MOAB AND AMASA HOLDINGS LLC**

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered by and between AMASA HOLDINGS LLC, a Utah limited liability company (“**Developer**”) and the CITY OF MOAB, a municipality and political subdivision of the State of Utah (the “**City**”). Developer and the City are hereinafter sometimes referred to individually as a “**Party**” or collectively as the “**Parties.**”

**RECITALS**

A. Developer owns approximately 4.54 acres of real property with the City’s R-3 zone located at 57 Kane Creek Boulevard, as more particularly described in **Exhibit 1** (the “**Property**”).

B. Developer has applied to the City on behalf of the future owners of each phase of development to construct a moderate-income multi-housing project on the Property consisting of three phases, each to be owned by an affiliate of Developer, that would involve: (a) the construction of forty-four (44) new construction units containing twenty-one (21) two (2) bedroom units, eleven (11) three (3) bedroom units, twelve (12) four (4) bedroom units and 6 rehabilitation units containing six (6) two (2) bedroom units and construction of a clubhouse and leasing office building with unit mix affordability indicated on Exhibit 2 hereto (“**Phase 1**”); (b) eight (8) new construction one (1) bedroom units in one building and rehabilitation of thirty (30) two (2) bedroom units across five (5) existing buildings with unit mix affordability s indicated on Exhibit 2 hereto (“**Phase 2**”); and (c) development of up to four (4) buildings including up to twelve (12) units (“**Phase 3**”, collectively with Phase 1 and Phase 2, the “**Project**”).

C. Developer or its affiliates (in this context, “LIHTC Developer”) have received awards of Low-Income Housing Tax Credits (“**LIHTC**”) c for Phases 1 and 2. The LIHTC program requires, among other things: (i) LIHTC Developer to construct 52 units of new affordable rental units and rehab the 36 existing affordable rental units in exchange for certain tax incentives; and (ii) LIHTC Developer to execute and record land use restrictive agreements (“**LURAs**”) to ensure that the units are used for affordable housing for a period of 50 years from

the effective date of each respective LURA.

D. As part of the Project, Developer shall subdivide the Property into separate parcels with most parcels including rentable “townhouse” buildings, that may be collectively or individually owned, and developed in accordance with the most applicable provisions of the Moab Municipal Code (the “Code”), provided that Developer desires to have the option of utilizing condominium division of units within four (4) of the parcels .

E. The City’s R-3 Zone allows for multi-family residential developments but excludes commercial and industrial uses which the Project does not include.

F. The Project includes several unique characteristics that require exceptions to the Moab Municipal Code (the “MMC”), including the City’s setback and parking requirements.

G. The Parties desire to enter into this Agreement to enact development standards that are specific to the unique and complex nature of the Project.

H. In connection with the transfer of the townhouse parcels applicable to each phase of the Project to the respective owners of each phase, the Parties anticipate that the applicable portions of this Agreement would be released at the transfer of said parcel(s) to the new phase owner and replaced by phase-specific development agreements that are acceptable to the City.

I. The City Council finds that the Project aligns with the City’s goals of increasing the supply of low-income family-oriented housing and preserving and extending the affordability of existing moderate-income housing, promoting sustainable development.

J. The Parties desire to execute this Agreement in accordance with the City’s authority under Utah Code § 10-20-508 to execute development agreements to implement development incentives for affordable or moderate-income housing.

## AGREEMENT

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

1. **Incorporation of Recitals and Exhibits.** The recitals and exhibits are hereby incorporated by reference as part of this Agreement.

2. **Effective Date.** This Agreement shall go into effect upon the date both Parties execute the Agreement (the “Effective Date”).

3. **Specific Development Standards.**

3.1. **General.** This Agreement is not intended to and does not affect or in any way bind the City to approve any site plan or any plat proposed by Developer that does not comply with applicable law, this Agreement, and the MMC.

3.2. Plan and Plat Approval Process. Developer shall obtain site plan and plat approval for each phase of the Project from the City in accordance with the City's site-specific land use requirements and development standards in: (i) MMC Chapter 17.48 regarding the R-3 Zone; (ii) the Project-specific procedures in this Section 3; and (iii) the following exceptions to the MMC:

3.2.1. Front yard setbacks for the Project shall be ten (10) feet; and

3.2.2. The total number of parking stalls for the Project shall be determined based on the following requirements: one (1) stall per one bedroom unit and 1.5 stalls per two bedroom+ unit on Phase 1 and Phase 2 and one (1) stall per unit on Phase 3.

3.3 Project Phasing. Developer shall construct the Project in approximate accordance with the phasing schedule attached as **Exhibit 2**. The City shall approve any modifications to the phasing schedule administratively without the need for further Council review or approval.

3.4. Development .

3.4.1. *Generally.* Developer shall work with City staff to develop the number of parcels that shall be required for each Phase, provided that, except as expressly modified by this agreement, such subdivisions shall comply with the applicable provisions of Title 16 of the MMC that govern a townhome development. The Parties anticipate that the parcels shall be subdivided in a manner similar to **Exhibit 3**, which depicts conceptual boundaries for the proposed subdivisions. The City's Planning Coordinator shall have authority to approve these subdivisions administratively, including any exceptions that may be required to the MMC in accordance with MMC 16.08.030.

3.4.2. *Land Use Authorities.* The Moab City Planning Commission ("**Planning Commission**") shall be the land use authority responsible for reviewing and approving or denying the preliminary site plan for the Project and the preliminary plat for the Project. The Planning Coordinator shall be the land use authority responsible for reviewing and approving or denying the final site plan for each phase and the final plat for each phase if they are consistent with the preliminary site plan and preliminary plat the Planning Commission approved. If the Planning Coordinator determines in their sole discretion that a final site plan or final plat is not consistent with the preliminary site plan or preliminary plat the Planning Commissioner approved, the Planning Coordinator may refer the final site plan or final plat to the Planning Commission for review and approval or denial.

3.4.3. *Site Plan Process.* Developer shall prepare and submit a preliminary site plan for the Project that complies with MMC 17.67.040 and final site plans for each phase that comply with MMC 17.65.110. The preliminary site plan and all final site plans shall include the same number and type of low-income,

LURA-restricted units required under Developer's LIHTC contracts that are depicted in the conceptual site plans attached as **Exhibit 4**. Developer shall submit the preliminary site plan for the Project to the Planning Coordinator to review for completeness and for compliance with the MMC and this Agreement. After verifying that the preliminary site plan for the Project is complete and complies with the MMC and this Agreement, the Planning Coordinator shall refer the preliminary site plan to the Planning Commission for review and action. Developer shall submit all final site plans to the Planning Coordinator, who shall administratively approve such plans after verifying that they are complete and comply with the MMC and this Agreement.

3.4.4. *Platting Process*. Developer shall prepare a preliminary plat for the Project and final plats for each phase that comply with Chapter 16.16 of the MMC. Developer shall submit the preliminary plat for the Project to the Planning Coordinator to review for completeness and for compliance with the MMC and this Agreement. After verifying that the preliminary plat for the Project is complete and complies with the MMC and this Agreement, the Planning Coordinator shall refer the preliminary plat to the Planning Commission for review and action. Developer shall submit all final plats to the Planning Coordinator, who shall administratively approve such plats after verifying that they are complete and comply with the MMC and this Agreement.

3.4.5. *Amendments*. The preliminary site plan for the Project and the preliminary plat for the Project, or subsequent revision thereto, shall be binding as to the general intent and apportionment of land for buildings, sewage disposal, storm water management, sensitive area protection, stipulated use, circulation pattern, domestic water, and landscaping. The applicable land use authority designated in Section 3.4.2 shall have authority to act upon amendments to the preliminary site plan for the Project, a final site plan, the preliminary plat for the Project, and final plats. The Planning Coordinator, in their sole discretion, may refer amendments to the final site plan for the Project or a final plat to the Planning Commission for review and action if the proposed amendments are not consistent with the preliminary site plan or preliminary plat the Planning Commission approved for the Project.

3.4.6. *Condominium Parcels*. Developer shall have the right to develop up to four (4) of the parcels as condominium developments (the "**Condominium Parcels**"), the units for which Developer may rent or sell in its discretion. The provisions of the MMC regarding condominiums, including Chapter 17.79, shall govern the development of those parcels Developer designates as Condominium Parcels, which shall be subject to covenants, conditions, and restrictions ("**CC&Rs**") that Developer shall prepare and record against such parcels to govern the interaction of the individual ownership rights of these parcels with the rights of other residents of the Project. The total number of units in the Condominium Parcels shall not exceed twelve (12) units, collectively.

3.4.7. Access to Common Areas. Developer shall construct the common areas described in **Exhibit 5** (collectively, the “**Common Areas**”). All plats for the Project shall designate the Common Areas as such and shall grant all residents of the Project access to and use of said Common Areas, regardless of the ownership of any parcels that may result from the subdivision of the Property under this Agreement.

3.5. Sustainability Requirements. The Parties agree that the City’s authorization of the exceptions to the MMC set forth in Section 3.2 shall be subject to the express condition that the Project apply Enterprise Green Communities standards in construction to meet sustainability requirements as attached hereto in **Exhibit 6**.

3.6. Reasonable Diligence. Developer agrees to proceed with construction of the Project with reasonable diligence consistent with **Exhibit 2**.

4. **Approval Process for Development Applications.** The City shall process applications for development of the Project in accordance with the provisions of the MMC and this Agreement. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it of the obligation to comply with all of the applicable requirements for approval of preliminary and final subdivision plats, or preliminary and final site plans, as applicable, for the proposed development of the Project consistent with the terms and conditions of this Agreement and the applicable provisions of the MMC.
5. **LIHTC Requirements and Waiver of City AEH Requirements.** Developer agrees to: (i) comply with the terms of its LIHTC contracts, the applicable terms and conditions of which are summarized in **Exhibit 7**; (ii) execute and record LURAs against the Property that comply with its LIHTC contracts and all applicable laws; and (iii) comply with each LURA it executes and records against the Property. In lieu of Developer’s commitments under this Section, the City waives the requirements of Chapter 17.64 of the MMC regarding Active Employee Households (“**AEH**”) as applied to the project.
6. **Payment of Fees.**
  - 6.1. Development Application and Review Fees. Developer shall pay to the City all of the fees, including, but not limited to, application fees, impact fees and connection fees for review and approval of development of any and all phases of the Project in the amounts set forth in the City’s Master Fee Schedule.
  - 6.2. Other Fees. The City may charge other fees in existence as of the date of this Agreement, including, without limitation, standard building permit review, and inspection fees for improvements to be constructed on improved parcels that are generally applicable to other developments within the City.
  - 6.3. Reservation of Right to Challenge Fees. Notwithstanding any provision of this Agreement, Developer does not waive Developer’s rights under any applicable law to

challenge the reasonableness or legality of the amount or imposition of any fees.

**7. Vested Rights.**

7.1. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with and subject to compliance with the terms and conditions of this Agreement, the R-3 Zone, Site Plan requirements and other applicable provisions of the MMC as of the Effective Date. If no substantial construction has been initiated as part of the Project within five (5) years of the date of the Effective Date plus any period of force majeure, the City may terminate this Agreement by providing written notice to Developer pursuant to Section 9 of this Agreement. To the extent that there is any conflict between the text portion of this Agreement and the Exhibits, the more specific language or description, as the case may be, shall control. Where any conflict or ambiguity exists between the provisions of the MMC and this Agreement (including the Exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, the rights vested as provided in this Agreement are not exempt from the application of the MMC and to subsequently enacted ordinances to the extent, but only to that extent, that failure to apply such subsequently enacted ordinance would impair the City's reserved legislative powers.

7.2. Reserved Legislative Powers. The Parties acknowledge that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards that are applicable to the Project under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

**8. Infrastructure and the Provision of Municipal Services.**

8.1. Construction of Necessary Infrastructure to Service the Project. Developer agrees to construct and install the infrastructure identified on **Exhibit 8** hereto (the "Required Infrastructure"). Developer shall have the obligation to construct or cause to be constructed and installed the Required Infrastructure, together with any off-site improvements necessary to connect such Required Infrastructure to existing utilities. All such Required Infrastructure shall be constructed in accordance with applicable City standards. Developer may be required to enter into a Development Improvements Agreement and be required to dedicate all Required Infrastructure and associated property interests to the City as provided in MMC 17.67.070.

8.2. Third Party Service Providers. The Parties understand and acknowledge that

Developer shall be responsible to obtain any applicable approvals and incur the costs of constructing any off- site and on-site infrastructure and improvements from third party service providers that are necessary to service any portion of the Property, as applicable, as part of the Project.

8.3. Maintenance of Private Roads and Improvements. Developer shall have the duty to maintain all private roads and areas designated as such on subdivision plats that are located within that portion of the Project constructed on the Property, if any.

8.4. City Provided Services. The City agrees that it shall make available to the Project (subject to completion of Developer's construction of the improvements Developer is required to construct hereunder, and where applicable, application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) all City services to such properties that it provides from time to time to other residents and properties within the City at the same levels of service and on the same terms and at the same rates as provided to other similarly situated properties in the City.

9. Term of Agreement. The term of this Agreement (the "Term") shall begin on the Effective Date and terminate fifty (50) years thereafter, unless terminated earlier by the City as provided herein or the Parties modify the Term by written amendment to this Agreement, but the terms of this Agreement shall continue to be effective as to applications that have been submitted and development that has occurred within the Project notwithstanding the termination of this Agreement. Subject to Section 7.2, upon closing of each Phase of the Project and the transfer of the parcel(s) applicable to each phase to the applicable Phase owner, the portions of this Agreement that apply to the phase in question shall terminate and be replaced by a new development agreement that: (i) consistent with this Agreement; (ii) acceptable to the City; (iii) is applicable to that specific phase only; and (iv) has a term that is equal to the Term.

10. Successors and Assigns.

10.1. Binding Effect. This Agreement shall be binding upon the Parties and their respective successors and assigns in so far as it pertains to the ownership or development of any portion of the Property and the Project.

. Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual or entity without assigning the rights as well as the responsibilities under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City as provided herein and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns.

11. Default.

11.1. Notice. If Developer or the City fail to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has

occurred shall provide notice to the other Party as provided herein.

11.2. Contents of the Notice of Default. The Notice of Default shall:

11.2.1. *Claim of Default*. Specify the claimed event of default;

11.2.2. *Identification of Provisions*. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default;

11.2.3. *Specify Materiality*. Identify why the default is claimed to be material; and

11.2.4. *Proposed Cure*. The non-defaulting party shall propose a method and time for curing the default by the defaulting party which shall be of no less than sixty (60) days duration.

11.3. Meet and Confer. Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

11.4. Remedies. If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may have the following remedies:

11.4.1. *Legal Remedies Generally*. The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination, but not including damages or attorney's fees.

11.4.2. *Legal Remedies for Breach of Section 5*. The Parties further agree that money damages would be an insufficient remedy if Developer breaches its obligations under Section 5 and that the City shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, including, without limitation, an order from a court of competent jurisdiction requiring Developer to comply with the City's AEH requirements as set forth in Chapter 17.64 of the MMC to the extent such requirements apply to the Project and do not conflict with Developer's obligations under its LIHTC contracts and any LURAs that are still in effect at the time of Developer's breach and that are not otherwise impacted by Developer's breach.

11.4.3. *Enforcement of Security*. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.

11.4.4. *Withholding Further Development Approvals*. Upon a material default by Developer, the City shall have the right to withhold all

further reviews, approvals, licenses, building permits, certificates of occupancy, and/or other permits or approvals for development of the Project on those properties owned by Developer during the existence and continuance of a default beyond any applicable cure period to enforce the terms of this Agreement to the extent allowed under state law, including Utah Code § 10-20-1001 and Utah Code § 10-20-902. This Section 11.4.4 is intended to satisfy the “written document” requirement in Utah Code § 10-20-902(1)(j)(i).

11.5. Public Meeting. Before the City may impose any remedy in this Agreement, including the provisions of Section 11.4.4, the Party allegedly in default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed default. If, after the meet and confer provided in Section 10.3 and the public meeting before the Council, Developer and the City disagree as to the existence of a default under this Agreement, Developer may request that the City obtain a judgment that Developer is in default from a court of competent jurisdiction in order to withhold development approvals pursuant to Section 11.4.4.

11.6. Extended Cure Period. If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting Party is pursuing a cure with reasonable diligence.

11.7. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

11.8. Force Majeure. All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) by events reasonably beyond the control of Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, pandemics and acts of God, but which does not include financial condition of Developer or its successors.

**12. Notices**. All notices and communications required or permitted to be given under this Agreement, shall be in writing and shall be deemed to have been duly given and delivered as of the date the notice is sent, if delivered by mail or email to the below, which the Parties may update from time to time in writing:

**To Developer:**

Amasa Holdings LLC  
50 N. 600 W., Unit D  
Salt Lake City, Utah 84116  
[ivan@givgroup.org](mailto:ivan@givgroup.org)

With a copy to:

Winthrop & Weinstine, P.A.  
225 S. 6<sup>th</sup> Street, Suite 3500  
Minneapolis, MN 55402  
Attn: Jordan E. Mogensen, Esq.  
[jmogensen@winthrop.com](mailto:jmogensen@winthrop.com)

**To the City of Moab:**

Moab City  
Attn: City Manager  
217 E. Center Street  
Moab, Utah 84532  
[mblack@moabcity.gov](mailto:mblack@moabcity.gov)

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this Section.

**GENERAL TERMS AND CONDITIONS**

**13. Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Grand County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the Property. This Agreement shall not be recorded before Developer purchases the Property.

**14. Entire Agreement.** This Agreement, together with the Recitals and Exhibits hereto integrates and constitutes all the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

**15. Further Assurances.** Each Party shall execute and deliver such additional documents and take such further actions as may reasonably be necessary to effectuate the transactions contemplated by this Agreement.

**16. Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

**17. Non-Liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due to Developer, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

**18. No Third-Party Rights.** The obligations of the Parties set forth in this Agreement shall

not create any rights in or obligations to any persons or parties other than to the City and Developer. The City and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit. No other persons or entities shall be considered intended or incidental third-party beneficiaries with respect to the rights and obligations contained in this Agreement.

19. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

20. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

21. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

22. **Public Information.** The Parties understand and agree that all documents related to this agreement shall be public documents, as provided in the Utah Governmental Records Access Management Act, Title 63G, Chapter 2, Part 1 of the Utah Code.

23. **Governing Law and Venue.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah, and venue shall be in Grand County, Utah.

24. **Counterparts.** This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

25. **Governmental Immunity Act.** The City is a governmental entity subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101, et seq (the “Act”). The City does not waive any rights, defenses, or limitations available under the Act except as otherwise provided in this Agreement.

26. **Legal Review.** The Parties represent and agree that they each had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such agreement is to be construed against its drafter shall not apply to this Agreement.

27. **Successor Legislation.** Any statute or provision of the MMC referred to in this Agreement shall be deemed to include that statute or provision as amended, restated, and/or replaced from time to time, and any successor legislation or Code provision to the same general intent and effect.

28. **Interpretation.** In this Agreement, unless the context otherwise requires:

28.1. The captions and section headings used in this Agreement are for descriptive purposes only and do not limit, define, or enlarge the terms of this Agreement;

28.2. Use of the singular, plural, or a gender shall include the other, and the use of the words “include” and “including” shall be construed to mean “without limitation” or “but not be limited to;”

28.3. The word “may” is permissive;

28.4. The words “shall not” are prohibitive;

28.5. The word “shall” is mandatory or required; and

28.6. The present tense includes the future tense, unless otherwise specified.

*(Signatures begin on following page)*

**IN WITNESS WHEREOF**, this Agreement has been executed by the City of Moab, acting by and through the Moab City Council, Grand County, State of Utah, and by a duly authorized representative of Developer as of the above-stated date.

**CITY OF MOAB**, a Utah municipality and political subdivision of the State of Utah.

By: \_\_\_\_\_  
Mayor Joette Langianese

ATTEST:

\_\_\_\_\_  
Sommar Johnson, Moab City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathan Bracken, City Attorney

STATE OF UTAH                    )  
  : ss.  
COUNTY OF GRAND            )

On the \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me JOETTE LANGIANESE, who being by me duly sworn, did say that she is the Mayor of the CITY OF MOAB, a municipality and political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**DEVELOPER:**

AMASA HOLDINGS LLC, a Utah limited liability company

---

By: Ivan Carroll  
Its: Managing Members

STATE OF UTAH                    )  
  : ss.  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me Ivan Carroll, who being by me duly sworn, did say that he/she is the Managing Member of AMASA HOLDINGS LLC, a Utah limited liability company, who duly acknowledged to me that they executed the foregoing instrument on behalf of the later mentioned limited liability company.

---

NOTARY PUBLIC

# EXHIBIT 1

## *Legal Description of Property*

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK M, PLAT D, OF THE MOUNTAINVIEWSUBDIVISION, AND RUNNING: THENCE NORTH 3°38'00" EAST 180.00 FEET; THENCE NORTHEASTERLY, 15.71 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 86°22'00" EAST, AND THE LONG CHORD BEARS NORTH 48°38'00" EAST 14.14 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"); THENCE SOUTH 86°22'00" EAST 507.70 FEET; THENCE SOUTHEASTERLY 540.15 FEET ALONG THE ARC OF A 620.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 3°38'00" WEST, AND THE LONG CHORD BEARS SOUTH 61°24'30" EAST 523.23 FEET, THROUGH A CENTRAL ANGLE OF 49°55'00"); THENCE SOUTH 36°27'00" EAST 54.87 FEET; THENCE SOUTHWESTERLY 15.71 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 53°33'00" WEST, AND THE LONG CHORD BEARS SOUTH 8°33'00" WEST 14.14 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"); THENCE SOUTH 53°33'00" WEST 180.00 FEET, TO THE EASTERLY CORNER OF LOT 11, BLOCK M, PLAT D OF THE MOUNTAINVIEW SUBDIVISION; THENCE NORTH 36°27'00" WEST 64.87 FEET; THENCE NORTHWESTERLY 374.62 FEET ALONG THE ARC OF A 430.00-FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 53°33'00" WEST, AND THE LONG CHORD BEARS NORTH 61°24'30" WEST 362.88 FEET, THROUGH A CENTRAL ANGLE OF 49°55'00"); THENCE NORTH 86°22'00" WEST 517.70 FEET, TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 197,549 SQUARE FEET, OR 4.535 ACRES.

# EXHIBIT 2

## *Project Phasing Schedule*

Phase	Anticipated Timeline	Description
Phase 1	2026-2027	<ul style="list-style-type: none"> <li>▪ Construction of two new three-story buildings at the center of the Property with 44 total units, including 21 two-bedroom units, 11 three-bedroom units, and 12 four-bedroom units.</li> <li>▪ Rehabilitation of existing building with 6 two-bedroom units.</li> <li>▪ Construction of new leasing office, clubhouse, and community playground, parking, and circulation, all of which shall be designated as “common areas” accessible to all residents of the Project in accordance with the Agreement.</li> <li>▪ 55% Area Median Income (“AMI”) Unit Mix: 1 two bedroom unit, 1 three bedroom unit, and 8 four bedroom units.</li> <li>▪ 50% AMI Unit Mix: 20 two bedroom units, 7 three bedroom units, and 3 four bedroom units.</li> <li>▪ 44% AMI Unit Mix: 1 two bed room unit, 3 three bedroom units, and 1 four bedroom unit</li> <li>▪ 30% AMI Unit Mix: 5 two bedroom units.</li> </ul>
Phase 2	2026-2028	<ul style="list-style-type: none"> <li>▪ Construction of one new three-story building at the west side of the Property with 8 one-bedroom units.</li> <li>▪ Rehabilitation of five existing buildings with six two-bedroom units each for a total of 30 rehabilitated units.</li> <li>▪ All parking and circulation constructed in conjunction with this Phase shall be designated as “common areas” accessible to all residents of the Project in accordance with the Agreement.</li> <li>▪ 25% AMI Unit Mix: 3 one bedroom units</li> <li>▪ 39% AMI: 7 two bedroom units</li> <li>▪ 45% AMI Unit Mix: 4 one bedroom units and 22 two bedroom units</li> <li>▪ 50% AMI Unit Mix: 1 one bedroom unit and 1 two bedroom unit</li> </ul>
Phase 3	2027-2030	<ul style="list-style-type: none"> <li>▪ Construction of up to four new housing buildings, which shall be located in the corners of the Property, and which Developer may develop as Condominiums with units Developer may rent or sell. The number of total units for these Condominium Parcels may not exceed twelve (12) units, collectively.</li> </ul>

# **EXHIBIT 3**

*Conceptual Plat (Attached)*

# **EXHIBIT 4**

*Conceptual Site Plan (Attached)*

# EXHIBIT 5

## *Common Areas*

- CLUBHOUSE & LEASING OFFICE
- PLAYGROUND
- PARKING LOTS AND DRIVE AISLES
- SIDEWALKS AND PATHS
- CARPORTS (EXISTING AND NEW)
- GARBAGE COLLECTION AREAS

# EXHIBIT 6

## *Sustainability Requirements*

The Project must be constructed in accordance with Enterprise Green Communities 2020 Requirements and Energy Start Multifamily New Construction Requirements. The standards for new construction and for rehabilitation are attached hereto.

# **EXHIBIT 7**

## *Summary of LIHTC Allocations*

### **Phase 1**

- **2025 Federal Low-Income Housing Tax Credit Reservation Agreement, January 14, 2025**
- **2025 Low-Income Housing Credit Carryover Allocation Agreement, October 30, 2025**

The Agreements state that Owner will lease all 50 units of the Project according to the following rent limits:

<b>Units</b>	<b>Type</b>	<b>Rent Limits</b>
1	2 bedroom, 1 bathroom unit	50% of area median income
1	3 bedroom, 1 bathroom unit	50% of area median income
8	4 bedroom, 2 bathroom units	50% of area median income
20	2 bedroom, 1 bathroom units	45% of area median income
7	3 bedroom, 1 bathroom units	45% of area median income
3	4 bedroom, 2 bathroom units	45% of area median income
1	2 bedroom, 1 bathroom unit	39% of area median income
3	3 bedroom, 1 bathroom units	39% of area median income
1	4 bedroom, 2 bathroom unit	39% of area median income
5	2 bedroom, 1 bathroom units	25% of area median income

### **Phase 2**

- **Conditional Reservation of 2026 Federal Low-Income Housing Tax Credits Letter**
  - **Unit mix and AMI mix forthcoming in formal reservation letter expected 2026, however, it is noted that based on the application and conditional reservation, Phase 2 is locked in to include 8 units of new construction affordable housing and 30 units of rehabilitated affordable housing, all which will be required to be affordable at or below 50% AMI.**

# EXHIBIT 8

## *Required Infrastructure*

### **Phase 1 – New Construction (2 Residential Buildings, 1 Clubhouse)**

- **Sewer:** New sewer lines and new lift station to support all three new construction buildings.
- **Water:** New water lines to support all three new construction buildings.
- **Electrical:** New underground electrical lines and one transformer to support all three new construction buildings.
- **Storm Drain:** New underground detention and storm drain piping to connect to city lines along Kane Creek to support two new residential buildings and their parking area. For the clubhouse and its parking area, a new retention sump.
- **Access:** New drive aisle and parking area (53 stalls) for two new residential buildings. Clubhouse has two existing parking lot entrances that shall remain. Adding parking (19 stalls) to the existing parking area in front of the clubhouse.

### **Phase 1 – Rehab (1 Building)**

- **Sewer:** Use existing lift station and sewer lines already constructed for rehab building.
- **Water:** Use existing infrastructure already constructed for rehab building. When Phase 2 new construction happens, new water lines shall be installed to route around Phase 2 new construction.
- **Electrical:** Upgrade electrical panel and transformer (from RMP); use existing connections already constructed for rehab building.
- **Storm Drain:** Use existing infrastructure.
- **Access:** Use existing infrastructure.

---

### **Phase 2 – New Construction**

- **Sewer:** New sewer lines shall connect into Phase 1 stub which connects to Phase 1 lift station, sized to handle additional 8 units.
- **Water:** New water line to connect to the main line on Kane Creek Blvd (stubbed during street reconstruction).
- **Electrical:** New underground electrical lines and one transformer.
- **Storm Drain:** New infrastructure to retain water on site or detain water that then flows into city's system.
- **Access:** Two existing parking lot entrances shall remain. Developer is responsible for constructing and installing adequate parking that complies with the MMC and this Agreement.

### **Phase 2 – Rehab**

- **Sewer:** Use existing lift station and sewer lines already constructed for rehab building.
- **Water:** When Phase 1 new construction occurs, Developer shall install new water lines, which it shall construct around Phase 1 new construction (clubhouse building).
- **Electrical:** Use existing infrastructure and upgraded electrical panel for new water heating system.

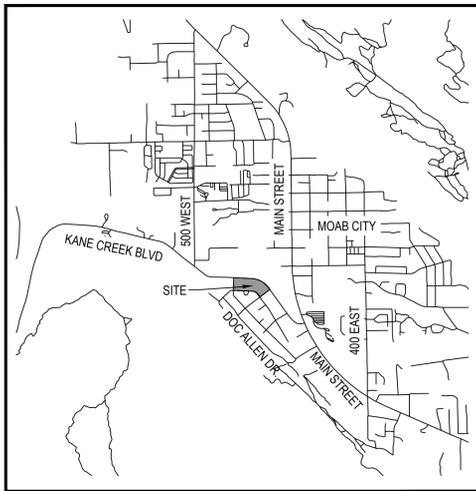
- **Storm Water:** Use existing infrastructure.
  - **Access:** Two existing parking lot entrances shall remain.
- 

### Phase 3

- **Sewer:** New sewer lines across all four corners parcels to tie into the new lift station (sized appropriately).
  - **Water:** Water lines connect to the city infrastructure on Mountain View and Aspen streets.
  - **Electrical:** New underground electrical lines and transformer.
  - **Storm Drain:** New infrastructure to retain water on site or detain water that then flows into city's system.
  - **Access:** Street frontage access on Mountain View and Aspen and residents can park in the stalls existing or built during Phase 1 and 2.
- 

### Shared Items

- Three concrete garbage pads + dumpsters
  - Two built during Phase 1, one built during Phase 2, and all other phases could use.



VICINITY MAP  
NOT TO SCALE

NORTHWEST CORNER OF SECTION 1, T26S, R21E, SLB&M (FOUND 2" BRASS DISC IN RING AND LID, DATED 2014, STAMPED LS180107, AT THE INTERSECTION OF 500 WEST AND 400 NORTH STREETS)

SOUTHWEST CORNER OF SECTION 1, T26S, R21E, SLB&M (FOUND 1" IRON PIN IN MOUND OF STONES.)



APPROVAL BY MOAB CITY PUBLIC WORKS  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
DIRECTOR

APPROVAL BY MOAB CITY ATTORNEY  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
CITY ATTORNEY

APPROVAL BY MOAB CITY ENGINEER  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
CITY ENGINEER

APPROVAL BY MOAB CITY PLANNING COMMISSION  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
CHAIR

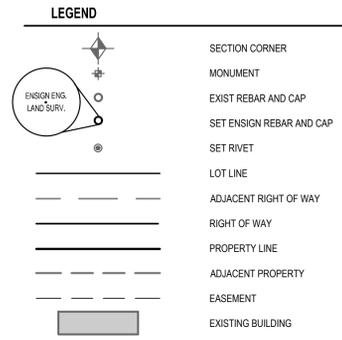
APPROVAL BY MOAB CITY COUNCIL  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
MOAB CITY MAYOR  
ATTEST:

GRAND COUNTY RECORDER  
STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF \_\_\_\_\_  
DATE \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ FEE \_\_\_\_\_  
COUNTY RECORDER

APPROVAL BY ENBRIDGE GAS  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
SIGNATURE

SHEET 1 OF 1  
PROJECT NUMBER : 13515  
MANAGER : BR  
DRAWN BY : TMS  
CHECKED BY : DLB  
DATE : 11/12/2025

**BENCHMARK**  
STREET MONUMENT FOUND IN INTERSECTION OF KANE CREEK BOULEVARD AND MOUNTAIN VIEW DRIVE  
ELEV = 4185.24'



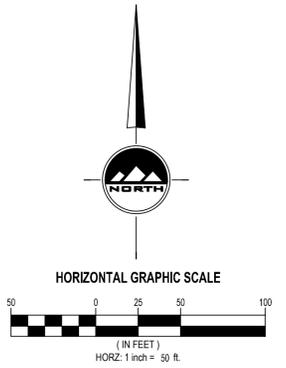
NOTE: ALL AREAS NOT OCCUPIED BY BUILDINGS, ROADS, OR PARKING SHALL BE CONSIDERED OPEN SPACE AND ARE SUBJECT TO PUBLIC UTILITY EASEMENTS (P.U.E.) AS DESCRIBED IN NOTE 3.

**NOTES:**

- SIGNATURES SIGNED ON SHEET 1 APPLY TO ALL SHEETS.
- SEE SHEETS 2 AND 3 FOR ENLARGED VIEWS OF UNITS LOCATED IN LOTS 1, LOT 2, AND LOT 3.
- FOR ALL LOTS: ALL ROADS, PARKING AREAS, AND OPEN SPACE ARE DESIGNATED AS GENERAL COMMON AREAS. ALL ROADS AND PARKING AREAS ARE SUBJECT TO INGRESS/EGRESS AND PUBLIC UTILITY EASEMENTS (P.U.E.) FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF ALL UTILITIES INCLUDING, BUT NOT LIMITED TO, GAS, POWER, COMMUNICATION, WATER, SEWER, AND DRAINAGE FACILITIES. ALL AREAS NOT OCCUPIED BY BUILDINGS, ROADS, OR PARKING SHALL BE CONSIDERED OPEN SPACE AND ARE SUBJECT TO A PUBLIC UTILITY EASEMENT (P.U.E.) FOR EXISTING AND FUTURE UTILITIES. ADJUSTMENTS TO COMMON AREA DESIGNATION (GENERAL OR LIMITED) MAY BE MADE THROUGH FUTURE LEGAL REVIEW WITHOUT ALTERING THE EASEMENT RIGHTS GRANTED HEREIN.

# AMASA APARTMENTS TOWNHOME PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, T. 26 S., R. 21 E., S.L.B. & M. MOAB CITY, GRAND COUNTY, UTAH 2025



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	119.91'	29.00'	13°51'19"	N33°49'55"E	28.92'
C2	19.29'	4.39'	13°02'36"	N69°29'07"W	4.38'
C3	19.29'	4.50'	13°21'25"	N56°17'07"W	4.49'
C4	15.35'	4.54'	16°57'05"	S62°37'51"W	4.52'
C5	15.35'	4.67'	17°26'00"	S79°49'30"W	4.65'
C6	95.45'	12.85'	7°42'44"	S35°26'26"E	12.84'
C7	95.45'	15.07'	9°02'42"	S27°03'44"E	15.05'
C8	54.15'	14.35'	15°10'51"	S13°52'09"E	14.31'
C9	54.15'	8.02'	8°28'56"	S2°02'15"E	8.01'
C10	53.09'	39.59'	42°43'28"	N29°23'34"E	38.68'
C11	136.12'	92.12'	38°46'25"	N71°24'43"E	90.37'
C12	156.72'	40.56'	14°49'44"	S81°07'37"E	40.45'
C13	147.95'	44.22'	17°07'27"	S64°11'07"E	44.05'
C14	93.23'	22.59'	13°52'51"	S49°35'51"E	22.53'
C15	63.57'	19.98'	18°00'33"	S30°22'46"E	19.90'
C16	77.18'	28.43'	21°06'18"	S5°53'07"E	28.27'
C17	620.00'	20.02'	1°50'59"	S85°26'30"E	20.02'
C18	620.00'	220.43'	20°22'14"	S74°19'54"E	219.27'
C19	2.00'	3.13'	89°47'36"	N25°06'12"W	2.82'
C20	430.00'	153.43'	20°26'38"	N76°08'41"W	152.62'
C21	430.00'	123.04'	16°23'42"	N50°23'08"W	122.62'
C22	430.00'	43.06'	5°44'11"	S39°19'09"E	43.05'
C23	45.83'	26.93'	33°40'06"	S60°19'09"W	26.55'
C24	88.25'	12.43'	8°04'14"	S78°16'13"W	12.42'
C25	21.07'	6.47'	17°35'19"	S16°32'30"E	6.44'
C26	11.14'	4.65'	23°54'29"	S65°50'23"E	4.62'
C27	11.14'	2.45'	12°36'35"	S39°02'28"E	2.45'
C28	16.50'	9.76'	33°53'49"	N15°17'34"E	9.62'
C29	36.96'	6.09'	9°26'23"	N34°22'02"E	6.08'
C30	620.00'	22.47'	2°04'35"	S37°29'18"E	22.47'
C31	64.45'	25.75'	22°53'14"	S17°13'12"W	25.57'
C32	88.76'	35.03'	22°36'53"	S5°35'22"E	34.81'
C33	156.18'	18.66'	6°50'42"	S18°41'43"E	18.65'
C34	156.18'	18.35'	6°43'53"	S25°29'01"E	18.34'
C35	138.48'	24.25'	10°01'58"	S57°34'37"E	24.22'
C36	138.48'	22.69'	9°23'20"	S67°17'17"E	22.67'
C37	138.64'	18.88'	7°48'12"	S75°46'10"E	18.87'
C38	138.64'	18.05'	7°27'36"	S83°24'03"E	18.04'
C39	70.69'	20.12'	16°18'20"	N85°40'40"E	20.05'
C40	70.69'	18.68'	15°08'19"	N69°57'20"E	18.62'
C41	102.45'	15.33'	8°34'30"	N57°41'04"E	15.32'
C42	102.45'	4.35'	2°26'07"	N52°10'46"E	4.35'
C43	620.00'	540.15'	49°55'00"	N61°24'30"W	523.23'
C44	620.00'	224.92'	20°47'08"	N51°15'19"W	223.69'

**SURVEYOR'S CERTIFICATE**  
I, DUSTY L. BISHOP, A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING CERTIFICATE NO. 4938720, CERTIFY THAT BY THE AUTHORITY OF THE PROPERTY OWNERS, THE PLAT SHOWN HEREON WAS MADE UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE PLAT CORRECTLY SHOWS THE DIMENSIONS OF THE PROPERTY TO BE KNOWN AS THE AMASA APARTMENTS TOWNHOME PLAT.

**SURVEYOR'S NARRATIVE**  
THE BASIS OF BEARING IS THE LINE BETWEEN THE FOUND STREET MONUMENT AT THE INTERSECTION OF ASPEN AVE AND KANE CREEK BLVD. AND THE FOUND STREET MONUMENT AT THE INTERSECTION OF MOUNTAIN VIEW DRIVE AND KANE CREEK BLVD. AND MEASURES NORTH 70°51'30" WEST 1163.78 FEET.

**BOUNDARY DESCRIPTION**  
A PARCEL OF LAND, SITUATE IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
  
BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK M, PLAT D, OF THE MOUNTAINVIEW SUBDIVISION, AND RUNNING:  
  
THENCE NORTH 3°38'00" EAST 180.00 FEET;  
THENCE NORTHEASTERLY, 15.71 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 86°22'00" EAST, AND THE LONG CHORD BEARS NORTH 48°38'00" EAST 14.14 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00");  
THENCE SOUTH 86°22'00" EAST 507.70 FEET;  
THENCE SOUTHEASTERLY 540.15 FEET ALONG THE ARC OF A 620.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 3°38'00" WEST, AND THE LONG CHORD BEARS SOUTH 61°24'30" EAST 523.23 FEET, THROUGH A CENTRAL ANGLE OF 49°55'00");  
THENCE SOUTH 36°27'00" EAST 54.87 FEET;  
THENCE SOUTHWESTERLY 15.71 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 53°33'00" WEST, AND THE LONG CHORD BEARS SOUTH 8°33'00" WEST 14.14 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00");  
THENCE SOUTH 53°33'00" WEST 180.00 FEET, TO THE EASTERLY CORNER OF LOT 11, BLOCK M, PLAT D OF THE MOUNTAINVIEW SUBDIVISION;  
THENCE NORTH 36°27'00" WEST 64.87 FEET;  
THENCE NORTHWESTERLY 374.62 FEET ALONG THE ARC OF A 430.00-FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 53°33'00" WEST, AND THE LONG CHORD BEARS NORTH 61°24'30" WEST 362.88 FEET, THROUGH A CENTRAL ANGLE OF 49°55'00");  
THENCE NORTH 86°22'00" WEST 517.70 FEET, TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 197,549 SQUARE FEET, OR 4.535 ACRES.

Date \_\_\_\_\_  
Dusty L. Bishop  
License no. 4938720

**OWNER'S DEDICATION**  
Know all men by these presents that I / we, the under-signed owner (s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

**AMASA APARTMENTS TOWNHOME PLAT**

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.  
In witness whereof I have hereunto set our hand (s) this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

By: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_

**ACKNOWLEDGEMENT**  
STATE OF UTAH \_\_\_\_\_ } S.S.  
COUNTY OF \_\_\_\_\_ }

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, AMASA HOLDINGS LLC AND DEVELOPED BY WOMEN, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF \_\_\_\_\_ IN SAID STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY SIGNED THE OWNERS DEDICATION, FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN MENTIONED.  
MY COMMISSION EXPIRES: \_\_\_\_\_  
RESIDING IN \_\_\_\_\_ COUNTY.  
NOTARY PUBLIC

**AMASA APARTMENTS TOWNHOME PLAT**  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, T. 26 S., R. 21 E., S.L.B. & M. MOAB CITY, GRAND COUNTY, UTAH 2025

**ENSIGN**  
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TODDLE  
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CEDAR CITY  
Phone: 435.865.4453



2020 ENTERPRISE GREEN COMMUNITIES CRITERIA CHECKLIST

# CRITERIA CHECKLIST

This checklist provides an overview of the technical requirements within the Enterprise Green Communities Criteria. To achieve Enterprise Green Communities Certification, all projects must achieve compliance with the Criteria mandatory measures applicable to that construction type. **New Construction projects must also achieve at least 40 optional points, and Substantial and Moderate Rehab projects must also achieve at least 35 optional points.**

**These projects that also comply with Criterion 5.2b or Criterion 5.4 will be recognized with Enterprise Green Communities Certification Plus.**

YES / NO	OPTIONAL POINTS	
<b>1. INTEGRATIVE DESIGN</b>		
Yes	M	<b>1.1 Integrative Design: Project Priorities Survey</b> Complete the Project Priorities Survey, which can be found in the Appendix.
Yes	M	<b>1.2 Integrative Design: Charrettes and Coordination Meetings</b> Develop an integrative design process that moves the outputs of the Project Priorities Survey into action through a series of collaborative meetings. Prioritize multi-benefit strategies. Assign responsibility within your design and development teams for accountability.
Yes	M	<b>1.3 Integrative Design: Documentation</b> Include Enterprise Green Communities Criteria information in your contract documents and construction specifications (Division 1 Section 01 81 13 Sustainable Design Requirements) as necessary for the construction team to understand the requirements and how they will be verified. Ensure, and indicate, that the drawings and specifications have been generated to be compliant and meet the certification goals.
Yes	M	<b>1.4 Integrative Design: Construction Management</b> Create, implement, and document your contractor/subcontractor education plan to ensure that all persons working on-site fully understand their role in achieving the project objectives. Include a summary of the Project Priorities Survey (Criterion 1.1), the sustainability goals, and anticipated roles of each party in regards to the performance expected of the project. Attach and reference this training plan to Division 1 Section 01 81 13 Sustainable Design Requirements. Include timeline estimates for performance testing and verification schedules in the overall construction schedule. As relevant, review requirements for Criteria 8.1, 8.2, and 8.3, and begin populating these documents with relevant information from design and construction.
No	12 or 15	<b>1.5 Design for Health and Well-Being: Health Action Plan</b> Follow Steps 1-6 of the Health Action Plan framework per the full criterion. <i>[12 points with extra 3 points for Step 7]</i> This includes: 1) Commit to embedding health into the project lifecycle; 2) Partner with a project health professional; 3) Collect and analyze community health data; 4) Engage with community stakeholders to prioritize health data and strategies; 5) Identify strategies to address those health issues; 6) Create an implementation plan; and 7) Create a monitoring plan.
No	10	<b>1.6 Resilient Communities: Multi-Hazard Risk/Vulnerability Assessment</b> Conduct a four-part assessment (social, physical, functional, strategy) to identify critical risk factors of your property and implement at least two sets of strategies to enable the project to adapt to, and mitigate, climate related or seismic risks. See full criterion for more guidance.
No	8	<b>1.7 Resilient Communities: Strengthening Cultural Resilience</b> Integrate community and resident participation in the development processes so that the built environment honors cultural identities, resident voices, and community histories. <b>Option 1:</b> Complete a Cultural Resilience Assessment <b>OR</b> <b>Option 2:</b> Convene a Cultural Advisory Group
<b>CRITERIA 1 SUBTOTAL</b>		
	4 of 4	Mandatory Criteria
	0	Optional Points

YES / NO	OPTIONAL POINTS	
<b>2. LOCATION + NEIGHBORHOOD FABRIC</b>		
Yes	M	<b>2.1 Sensitive Site Protection</b> All projects must: 1. Protect floodplain functions (e.g., storage, habitat, water quality) by limiting new development within the 100-year floodplain of all types of watercourses. 2. Conserve and protect aquatic ecosystems, including wetlands and deepwater habitats, that provide critical ecosystem functions for fish, other wildlife, and people. 3. Protect ecosystem function by avoiding the development of areas that contain habitat for plant and animal species identified as threatened or endangered. 4. Conserve the most productive agricultural soils by protecting prime farmland, unique farmland, and farmland of statewide or local importance. If your site contains any of these ecologically sensitive features, follow the specific Requirements under that subheading.
Yes	M	<b>2.2 Connections to Existing Development and Infrastructure</b> <i>(Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town)</i> Locate the project on a site with access to existing roads, water, sewers, and other infrastructure and within or contiguous to (having at least 25% of the perimeter bordering) existing development. Connect the project to the existing pedestrian network. For sites over 5 acres, provide connections to the adjacent street network at least every 800 feet. Tie all planned bike paths to existing bike paths.
Yes	M	<b>2.3 Compact Development</b> <i>(Mandatory for New Construction)</i> At a minimum, build to the residential density (dwelling units/acre) of the census block group where the project is located. In Rural/Tribal/Small Town locations that do not have zoning requirements: Build to a minimum net density of 5 units per acre for single-family houses; 10 units per acre for multifamily buildings, single and two-story; and 15 units per acre for multifamily buildings greater than two-stories.
	7	<b>2.4 Increased Compact Development</b> Exceed the residential density (dwelling units/acre) of the census block group in which your project is located. Exceed by 2x for <i>[5 points]</i> ; exceed by 3x for <i>[7 points]</i> . In Rural/Tribal/Small Towns that do not have zoning requirements, build to a minimum net density of 7.5 units per acre for single-family houses; 12 units per acre for multifamily buildings, single and two-story; and 20 units per acre for multifamily buildings greater than two stories. <i>[5 points]</i>
Yes	M	<b>2.5 Proximity to Services and Community Resources</b> <i>(Mandatory for New Construction)</i> Locate the project within a 0.5-mile walk distance of at least four, or a 1-mile walk distance of at least seven, of the listed services. For projects that qualify as Rural/Tribal/Small Town, locate the project within 5 miles of at least four of the listed services.
Yes	M	<b>2.6 Preservation of and Access to Open Space for Rural/Tribal/Small Town</b> <i>(Mandatory for New Construction Rural/Tribal/Small Town)</i> <b>Option 1:</b> Locate the project within a 0.25-mile walk distance of dedicated public open space that is a minimum of 0.75 acres; at least 80% of which unpaved. <b>OR</b> <b>Option 2:</b> Set aside a minimum of 10% (minimum of 0.25 acres) of the total project acreage as open and accessible to all residents; at least 80% of which unpaved.

	NA	6 max	<p><b>2.7 Preservation of and Access to Open Space</b>  <b>Option 1:</b> Locate the project within a 0.25-mile walk distance of dedicated open space that is a minimum of 0.75 acres; at least 80% of which unpaved.  OR  <b>Option 2:</b> Set aside a percentage of permanent open space for use by all residents; at least 80% of which unpaved. 25% [2 points]; 35% [4 points]; 45% + written statement of preservation/ conservation policy [6 points].</p>
Yes	No	M	<p><b>2.8 Access to Transit</b>  <i>(Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town; Optional for all other project types)</i></p> <p><b>Mandatory: New Construction, not Rural/Tribal/Small Town</b>  Locate projects within a 0.5-mile walk distance of transit services (bus, rail and/or ferry), constituting at least 45 or more transit rides per weekday, with some type of weekend service.</p> <p><b>Optional: New Construction, not Rural/Tribal/Small Town</b>  Locate the project along dedicated bike trails or lanes (Class I, II, or IV) that lead to high-quality transit services (100 trips per day) within 3 miles. [2 points]</p> <p><b>Optional: Rehabilitation, not Rural/Tribal/Small Town</b>  Locate projects within a 0.5-mile walk distance of public transit services (bus, rail and/or ferry), constituting at least 45 or more transit rides per weekday, with some type of weekend service. [6 points] Locate the project along dedicated bike trails or lanes (Class I, II, or IV) that lead to high-quality transit services (100 trips per day) within 3 miles. [2 points]</p> <p><b>Optional: New Construction and Rehabilitation, Rural/Tribal/Small Town</b>  Locate the project within 0.5 mile walk distance of public transit services with at least 45 rides per weekday and some weekend service. OR, Install at least two charging stations for electric vehicles. OR, Locate the project with 5 miles of one of the following transit options:  1) vehicle share program; 2) dial-a-ride program; 3) employer vanpool; 4) park-and-ride; 5) public/private regional transportation.</p>
	No	2-8	<p><b>2.9 Improving Connectivity to the Community</b>  Improve access to community amenities through at least one of the options incentivizing biking mobility or improving access to transit.</p>
	No	5 max	<p><b>2.10 Passive Solar Heating/Cooling</b>  Design and build with passive solar design, orientation, and shading that meet the guidelines specified.</p>
	No	6	<p><b>2.11 Adaptive Reuse of Buildings</b>  Rehabilitate and adapt an existing structure that was not previously used as housing. Design the project to adapt, renovate, or reuse at least 50% of the existing structure and envelope.</p>
	No	6	<p><b>2.12 Access to Fresh, Local Foods</b>  Provide residents and staff with access to fresh, local foods through one of the following options:  <b>Option 1:</b> Neighborhood Farms and Gardens  <b>Option 2:</b> Community-Supported Agriculture  <b>Option 3:</b> Proximity to Farmers Market</p>
	No	8	<p><b>2.13 Advanced Certification: Site Planning, Design and Management</b>  Locate building(s) within a community that is certified in LEED for Neighborhood Development, LEED for Cities and Communities, Living Community Challenge, or SITES.</p>
	No	6 max 2	<p><b>2.14 Local Economic Development and Community Wealth Creation</b>  Demonstrate that local preference for construction employment and subcontractor hiring was part of your bidding process, and how it functioned during construction.  OR  Demonstrate that you achieved at least 20% local employment.  OR  Provide physical space for small business, nonprofits, and/or skills and workforce education.</p>
Yes		3 3	<p><b>2.15a Access to Broadband: Broadband Ready</b>  <i>(Mandatory for New Construction and Substantial Rehab Projects in Rural/Tribal/Small Town Locations)</i>  Incorporate broadband infrastructure so that when broadband service comes to a community, the property can be easily connected. Include a network of mini-ducts or conduit throughout the building, extending from the expected communications access point to each network termination point in the building.</p>
	No	6	<p><b>2.15b Access to Broadband: Connectivity</b>  Ensure all units and common spaces in the property have broadband internet access with at least a speed of 25/3 mbs.</p>
<b>CRITERIA 2 SUBTOTAL</b>			
			7 of 7 Mandatory Criteria Optional Points
			<b>7</b>

YES / NO	OPTIONAL POINTS	3. SITE IMPROVEMENT
Yes	M	<p><b>3.1 Environmental Remediation</b>  Determine whether there are any hazardous materials present on the site through one of the four methods listed. Mitigate any contaminants found.</p>
Yes	M	<p><b>3.2 Minimization of Disturbance during Staging and Construction</b>  For sites &gt;1 acre, implement EPA's National Pollutant Discharge Elimination System Stormwater Discharges from Construction Activities guidance, or local requirements, whichever is more stringent. For sites with an area &lt;= 1, follow guidance in full criterion.</p>
Yes	M	<p><b>3.3 Ecosystem Services/Landscape</b>  <i>(Mandatory, if providing landscaping)</i>  If providing plantings, all must be native or climate-appropriate (adapted) to the region and appropriate to the site, soil and microclimate. Do not introduce any invasive plant species. Plant, seed, or xeriscape all disturbed areas.</p>
Yes	M	<p><b>3.4 Surface Stormwater Management</b>  <i>(Mandatory for New Construction; Mandatory for Substantial and Moderate Rehab projects if land disturbed is &gt;= 5,000 sq.ft.)</i>  Treat or retain on-site precipitation equivalent to the 60th percentile precipitation event. Where not feasible due to geotechnical issues, soil conditions, or the size of the site, treat or retain the maximum volume possible.</p>
	No	10 max
Yes	M	<p><b>3.5 Surface Stormwater Management</b>  Through on-site infiltration, evapotranspiration, and rainwater harvesting, retain precipitation volume from 70% precipitation event [6 points], 80% precipitation event [8 points], or 90% precipitation event [10 points].</p>
	No	4 or 6
Yes	M	<p><b>3.6 Efficient Irrigation and Water Reuse</b>  <i>(Mandatory, if permanent irrigation is utilized)</i>  If irrigation is utilized, install an efficient irrigation system per the requirements listed.</p>
	No	4 or 6
	No	4 or 6

(Optional, if irrigation is utilized)  
 Meet the requirements of Criterion 3.6  
 AND:  
 Option 1: Install an efficient irrigation system equipped with a WaterSense labeled weather-based irrigation controller (WBIC)  
 OR  
 Option 2: At least 50% of the site's irrigation satisfied by water use from the sources listed.

CRITERIA 3 SUBTOTAL  
 5 of 5 Mandatory Criteria  
 0 Optional Points

YES / NO	OPTIONAL POINTS	4. WATER
<input type="checkbox"/>	M	<b>4.1 Water-Conserving Fixtures</b> Reduce total indoor water consumption by at least 20% compared to baseline indoor water consumption chart. Any new toilet, showerhead, and/or lavatory faucet must be WaterSense certified. For all single-family homes and all dwelling units in buildings three stories or fewer, the supply pressure may not exceed 60 psi.
<input type="checkbox"/>	6 max	<b>4.2 Advanced Water Conservation</b> Reduce total indoor water consumption by at least 30% compared to baseline indoor water consumption chart. Any new toilet, showerhead, and/or lavatory faucet must be WaterSense certified.
<input type="checkbox"/>	M, 3	<b>4.3 Water Quality</b> <b>Mandatory/Optional:</b> Mandatory for Substantial Rehabs of buildings built before 1986; Optional for all other building types: Replace lead service lines [3 points]
<input type="checkbox"/>	M	<b>Mandatory:</b> For multifamily buildings with either a cooling tower, a centralized hot water system, or 10+ stories: Develop a Legionella water management program
<input type="checkbox"/>	8	<b>Optional:</b> Test and remediate as indicated for lead, nitrates, arsenic, and coliform bacteria
<input type="checkbox"/>	4	<b>4.4 Monitoring Water Consumption and Leaks</b> Conduct pressure-loss tests and visual inspections to determine if there are leaks; fix leaks. AND Install an advanced water monitoring and leak detection system capable of identifying and shutting water off during anomalous water events. OR Install a device to separately monitor water consumption of each cold branch off the apartment line riser for each dwelling unit or each cold water riser and the domestic hot water cold water feed for each building or each toilet that allows remote monitor readings; common laundry facilities; boiler makeup water; outdoor water consumption; and water consumption in any non-residential space.
<input type="checkbox"/>	4	<b>4.5 Efficient Plumbing Layout and Design</b> Store no more than 0.5 gallon of water in any piping/manifold between the fixture and the water heating source or recirculation line. No more than 0.6 gallon of water shall be collected from the fixture before a 10-degree Fahrenheit rise in temperature is observed. Recirculation systems must be demand-initiated.
<input type="checkbox"/>	6 max	<b>4.6 Non-Potable Water Reuse</b> Harvest, treat, and reuse rainwater and/or greywater to meet a portion of the project's non-potable water needs: 10% reuse [3 points]; 20% reuse [4 points]; 30% reuse [5 points]; 40% reuse [6 points].
<input type="checkbox"/>	8	<b>4.7 Access to Potable Water During Emergencies</b> Provide residents with ready access to potable water in the event of an emergency that disrupts normal access to potable water, including disruptions related to power outages that prevent pumping water to upper floors of multifamily buildings or pumping of water from on-site wells, per one of the three options listed.

CRITERIA 4 SUBTOTAL  
 2 of 2 Mandatory Criteria  
 0 Optional Points

YES / NO	OPTIONAL POINTS	5. OPERATING ENERGY
<input type="checkbox"/>	M	<b>5.1a Building Performance Standard</b> (Mandatory for New Construction) Certify all buildings with residential units in the project through either ENERGY STAR Multifamily New Construction, ENERGY STAR Manufactured Homes, and/or ENERGY STAR Certified Homes as relevant. AND Provide projected operating energy use intensity and projected operating building emissions intensity.
<input type="checkbox"/>	M	<b>5.1b Building Performance Standard</b> (Mandatory for Rehab) Provide projected operating energy use intensity and projected operating building emissions intensity. AND Conduct commissioning for compartmentalization, insulation installation, and HVAC systems as indicated. AND one of the following options: - ERI Option: <= HERS 80 for each dwelling unit. Exception for some Rehabs built before 1980. - ASHRAE Option: Energy performance of the completed building equivalent to, or better than, ASHRAE 90.1-2013 using an energy model created by a qualified energy services provider according to Appendix G 90.1-2016.
<input type="checkbox"/>	12 max	<b>5.2a Moving to Zero Energy: Additional Reductions in Energy Use</b> (Not available for projects using prescriptive path for Criterion 5.1a or for projects following Criterion 5.2b or 5.4.) Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Design and construct a building that is projected to be more efficient than what is required by Criteria 5.1a/b. Achieve HERS score of 5 lower than required by 5.1a/b if following ERI path for compliance OR 5% greater efficiency than required if following ASHRAE path for 5.1a/b compliance [5 points]. Additional 1 point for each additional 2-point decrease in HERS score required by Criteria 5.1a/b if following ERI path for compliance OR for 1% greater efficiency if following ASHRAE path for Criteria 5.1a/b, up to a maximum of 12 optional points.
<input type="checkbox"/>	12-15	<b>5.2b Moving to Zero Energy: Near Zero Certification</b> [Automatic Qualification for Enterprise Green Communities Certification Plus] (Not available for projects following Criterion 5.2a or 5.4.) Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Certify the project in a program that requires advanced levels of building envelope performance such as DOE ZERH [12 points] and/or PHI Classic or PHIUS+ [15 points].
<input type="checkbox"/>	3-6	<b>5.3a Moving to Zero Energy: Photovoltaic/Solar Hot Water Ready</b> (Not available for projects following Criterion 5.3b or 5.4.) Orient, design, engineer, wire, and/or plumb the development through the Photovoltaic Ready pathway or Solar Hot Water Ready Pathway to accommodate installation of photovoltaic (PV) or solar hot water system in the future.
<input type="checkbox"/>	8 max	<b>5.3b Moving to Zero Energy: Renewable Energy</b>

		4-8		(Not available for projects following Criterion 5.3a or 5.4) Install renewable energy source to provide a specified percentage of the project's estimated source energy demand. See full criterion for allowable sources. <b>Option 1:</b> For percentage of total project energy consumption provided by renewable energy. OR <b>Option 2:</b> For percentage of common area meter energy consumption provided by renewable energy.
	No	1-5		
	No	24		<b>5.4 Achieving Zero Energy</b> <b>[Automatic Qualification for Enterprise Green Communities Certification Plus]</b> (Not available for projects following Criterion 5.2a, 5.2b, 5.3a, or 5.3b.) Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Achieve Zero Energy performance through one of the following options: <b>Option 1:</b> Certify each building in the project to DOE Zero Energy Ready Home program or PHI Plus AND Either install renewables and/or procure renewable energy, which in sum will produce as much, or more, energy in a given year than the project is modeled to consume. OR <b>Option 2:</b> Certify each building in the project in a program that requires zero energy performance such as PHIUS+ Source Zero, PHI Plus, PHI Premium, ILFI, Zero Energy Petal, Zero Carbon Petal, or Living Building Certification.
	No	5 max		<b>5.5a Moving to Zero Carbon: All-Electric Ready</b> (Not available for projects following Criterion 5.5b) Ensure the project has adequate electric service and has been designed and wired to allow for a seamless switch to electricity as a fuel source in the future for the following uses: space heating [1 point], space cooling [1 point], water heating (DHW) [1 point], clothes dryers [1 point], equipment for cooking [1 point].
	15	15	15	<b>5.5b Moving to Zero Carbon: All Electric</b> (Not available for projects following Criterion 5.5a) No combustion equipment used as part of the building project; the project is all-electric.
Yes		M		<b>5.6 Sizing of Heating and Cooling Equipment</b> (Mandatory for Substantial and Moderate Rehabs that include replacement of heating and cooling equipment. Not relevant for projects following 5.1a, 5.2b, or 5.4.) Size and select heating and cooling equipment in accordance with ACCA manuals J and S OR in accordance with the ASHRAE Handbook of Fundamentals
Yes		M		<b>5.7 ENERGY STAR Appliances</b> (Mandatory for Substantial and Moderate Rehabs providing appliances. Not relevant for projects following 5.1a, 5.2b, or 5.4.) Install ENERGY STAR clothes washers, dishwashers, and refrigerators. If appliances will not be installed or replaced at this time, specify that at the time of installation or replacement, ENERGY STAR models must be used via Criterion 8.1 and Criterion 8.4.
Yes		M		<b>5.8 Lighting</b> (Mandatory for all lighting within New Construction and Substantial Rehab projects. Mandatory for new lighting in Moderate Rehab projects.) Follow the guidance for high-efficacy permanently installed lighting and other characteristics for recessed light fixtures, lighting controls, lighting power density, and exterior lighting.
	No	8		<b>5.9 Resilient Energy Systems: Floodproofing</b> (Not relevant for Rehab projects in Special Flood Hazard Areas) Conduct floodproofing of lower floors, including perimeter floodproofing (barriers/shields). Design and install building systems as specified by the full criterion so that the operation of those systems will not be grossly affected in case of a flood.
	No	8		<b>5.10 Resilient Energy Systems: Critical Loads</b> Loads Provide emergency power to serve at least three critical energy loads as described by the full criterion. <b>Option 1:</b> Islandable PV system OR <b>Option 2:</b> Efficient generator
			<b>CRITERIA 5 SUBTOTAL</b>	
			5 of 5 Mandatory Criteria	
			Optional Points	
			15	

YES / NO	OPTIONAL POINTS	6. MATERIALS		
	No	8 max		<b>6.1 Ingredient Transparency for Material Health</b> Install products that have publicly disclosed inventories characterized and screened to 1,000 ppm or better: • 1 point per 5 installed Declare or HPD products from at least three different product categories • 1 point per 2 installed Declare or HPD products in any of these categories: adhesives, sealants, windows • 1 point per each product with third-party verified HPD or third-party verified Declare label • 2 points per each product with third-party verified HPD or third-party verified Declare label in any of these categories: adhesives, sealants, windows
	No	3 max		<b>6.2 Recycled Content and Ingredient Transparency</b> Use building products that feature, and disclose, their recycled content. The building product must make up 75% by weight or cost of a project category for the project and be composed of at least 25% post-consumer recycled content.
	No	8 max		<b>6.3 Chemical Hazard Optimization</b> Install products that have third-party verification of optimization to 100 ppm or better per the options listed within the full criterion.
Yes	No	M		<b>6.4 Healthier Material Selection</b> Select all interior paints, coatings, primers, and wallpaper; interior adhesives and sealants; flooring; insulation; and composite wood as specified. Optional points also available.
	No	15 max		<b>6.5 Environmentally Responsible Material Selection</b> Select concrete, steel, or insulation with a publicly disclosed EPD [3 points], Install a green or cool roof [3 points], use reflective paving [3 points], and/or use FSC certified wood [3 points]. Refer to criterion for specifics.
Yes		M		<b>6.6 Bath, Kitchen, Laundry Surfaces</b> (Mandatory for New Construction and Substantial Rehab. Moderate Rehabs that do not include work in the shower and tub areas are exempt from the shower and tub enclosure requirement.) Use materials that have durable, cleanable surfaces throughout bathrooms, kitchens, and laundry rooms. Use moisture-resistant backing materials per ASTM # D 6329 or 3273 behind tub/shower enclosures, apart from one-piece fiberglass enclosures which are exempt.
	No	4 max		<b>6.7 Regional Materials</b> Use products that were extracted, processed, and manufactured within 500 miles of the project for a minimum of 90%, based on weight or on cost, of the amount of the product category installed. Select any or all of these options (every two compliant materials can qualify for 1 point): • Framing Cladding (e.g. siding, masonry, roofing) • Flooring Concrete/cement and aggregate • Drywall/Interior sheathing
Yes		M		<b>6.8 Managing Moisture: Foundations</b>

Yes

M

(Mandatory for all New Construction projects and all Rehab projects with either basement and/or crawl space foundations)  
Install capillary breaks and vapor retarders that meet specified criteria appropriate for the foundation type.

Yes

No

M

### 6.9 Managing Moisture: Roofing and Wall Systems

(Mandatory for all Rehab projects that include deficiencies in or include replacing particular assemblies called out below. New Construction projects are considered compliant per Criterion 5.1.)  
Provide water drainage away from walls, window, and roofs by implementing the list of techniques.

6 max

### 6.10 Construction Waste Management

(6 max) Develop and implement a waste management plan that reduces non-hazardous construction and demolition waste through recycling, salvaging, or diversion strategies through one of the three options. Achieve optional points by going above and beyond the requirement.

No

2

### 6.11 Recycling Storage

For projects with municipal recycling infrastructure and/or haulers, provide separate bins for the collection of trash and recycling for each dwelling unit and all shared community rooms.

OR

For projects without that infrastructure, advocate to the local waste hauler or municipality for regular collection of recyclables.

#### CRITERIA 6 SUBTOTAL

5 of 5 Mandatory Criteria

Optional Points

0

YES / NO

OPTIONAL POINTS

## 7. HEALTHY LIVING ENVIRONMENT

Yes

M

### 7.1 Radon Mitigation

(Mandatory for New Construction and Substantial Rehab)

For New Construction in EPA Zone 1 areas, install passive radon-resistant features below the slab and a vertical vent pipe with junction box within 10 feet of an electrical outlet in case an active system should prove necessary in the future. For Substantial Rehab projects in EPA Zone 1, test before and after the retrofit and mitigate per the specified protocols.

No

M

### 7.2 Reduce Lead Hazards in Pre-1978 Buildings

(Mandatory for Substantial Rehab of Buildings Constructed Before 1978)

Conduct lead risk assessment or inspection to identify lead hazards. Control identified lead hazards using lead abatement or interim controls, using lead-safe work practices that minimize and contain dust.

Yes

M

### 7.3 Combustion Equipment

**For New Construction and Rehab projects:** Specify power-vented or direct-vent equipment when installing any new combustion appliance for space or water heating that will be located within the conditioned space. If there are any combustion appliances within the conditioned space, install one hard-wired carbon monoxide (CO) alarm with battery backup function for each sleeping zone, placed per National Fire Protection Association (NFPA) 72.

**For Rehabs:** If there is any combustion equipment located within the conditioned space for space or water heating that is not power-vented or direct-vent and that is not scheduled for replacement, conduct combustion safety testing prior to and after the retrofit; remediate as indicated.

Yes

M

### 7.4 Garage Isolation

- Provide a continuous air barrier between the conditioned space and any garage space to prevent the migration of any contaminants into the living space. Visually inspect common walls and ceilings between attached garages and living spaces to ensure that they are air-sealed before insulation is installed.

- Do not install ductwork or air handling equipment for the conditioned space in a garage.

- Fix all connecting doors between conditioned space and garage with gaskets or make airtight.

- Install one hard-wired CO alarm with battery backup function for each sleeping zone of the project, placed per NFPA 72 unless the garage is mechanically ventilated or an open parking structure.

Yes

M

### 7.5 Integrated Pest Management

Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate nontoxic sealing methods to prevent pest entry.

Yes

10

M

### 7.6 Smoke-Free Policy

(Mandatory and Optional)

**Mandatory:** Implement and enforce a smoke-free policy in all common areas and within a 25-foot perimeter around the exterior of all residential buildings. Lease language must prohibit smoking in these locations and provide a graduated enforcement policy. Make the smoke-free policy readily available.

10

10 **Optional:** Expand the policy above to include all indoor spaces in the property.

Yes

No

M

### 7.7 Ventilation

(Mandatory for New Construction and Substantial Rehab; Optional for Moderate Rehab)

For each dwelling unit in full accordance with ASHRAE 62.2-2010, install:

- A local mechanical exhaust system in each bathroom [3 points if Moderate Rehab]

- A local mechanical exhaust system in each kitchen [3 points if Moderate Rehab]

- A whole-house mechanical ventilation system [3 points if Moderate Rehab]

Verify these flow rates are either within +/- 15 CFM or +/- 15% of design value.

For each multifamily building of four or more stories, in full accordance with ASHRAE-162.1-2010, install:

- A mechanical ventilation system for all hallways and common spaces [3 points if Moderate Rehab]

For all project types, in addition to the above requirements:

- All systems and ductwork must be installed per manufacturer's recommendations

- All bathroom fans must be ENERGY STAR-labeled and wired for adequate run-time.

- If using central ventilation systems with rooftop fans, each fan must be direct-drive and variable-speed with speed controller mounted near the fan. Fans with design CFM 300-2000 must also have an ECM motor.

12 max

Yes

No

M or 5

### 7.8 Dehumidification

(Mandatory for properties in Climate Zones 1A, 2A, 3A, and 4A following Criterion 5.2a, 5.2b, or 5.4. Optional for all other properties.)

**Option 1:** Design, select, and install supplemental dehumidification equipment to keep relative humidity

OR

**Option 2:** Equip all dwelling units with dedicated space, drain, and electrical hook-ups for permanent supplemental dehumidification systems to be installed if needed and install interior RH monitoring equipment as described.

No

3

### 7.9 Construction Pollution Management

**Option 1:** Earn the EPA Indoor airPlus label

OR

**Option 2:** In all dwelling units, seal all heating, cooling, and ventilation return and supply floor ducts and returns throughout construction to prevent construction debris from entering. Flush all dwelling units after completion of construction and prior to occupancy for either 48 hours or with at least 14,000 ft<sup>3</sup> per ft<sup>2</sup> of floor area, then replace all air handling equipment filters.

No

3

### 7.10 Noise Reduction

**Option 1:** Test and demonstrate that noise levels in bedrooms meet 30 dB LAeq (continuous) and 45 dB L<sub>Amax</sub> (single sound).

OR

**Option 2:** Provide a noise abatement plan specific to the site covering general noise mitigation techniques in accordance with 24 CFR 51B.

OR **Option 3:** Ensure all exterior wall and party wall penetrations are sealed with acoustical sealant, all party walls and floor/ceiling assemblies have an STC rating of at least 55, and exterior windows and doors in projects near a significant exterior noise source have an STC rating of at least 35

Yes	8	<p><b>7.11 Active Design: Promoting Physical Activity</b>  <i>(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)</i>  <b>Option 1:</b> Encouraging Everyday Stair Usage (buildings that include stairs as the only means to travel from one floor to another are not eligible for this option.) Provide a staircase that is accessible and visible from the main lobby and is visible within a 25-foot walking distance from any point in the lobby per the specifications listed. Place point-of-decision signage.  OR  <b>Option 2:</b> Activity Spaces. Provide on-site dedicated recreation space with exercise or play opportunities for adults and/or children that is open and accessible to all residents; see criterion for specifics.</p>
No	8	<p><b>7.12 Beyond ADA: Universal Design</b>  <i>(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)</i>  Select and implement at least one of the Options with at least three different strategies in at least 75% units.  <b>Option 1:</b> Create welcoming and accessible spaces that encourage equitable use and social connections.  <b>Option 2:</b> Create spaces that are easy and intuitive to use and navigate.  <b>Option 3:</b> Promote safety and create spaces that allow for human error.  <b>Option 4:</b> Create spaces that can be accessed and used with minimal physical effort.  <b>Option 5:</b> Create spaces with the appropriate size and space to allow for use, whatever the user's form of mobility, size, or posture.</p>
8	8	<p><b>7.13 Healing-Centered Design</b>  <i>(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)</i>  Select and implement at least two of the Options with at least two different strategies listed in at least 75% units.  <b>Option 1:</b> Provide an environment that promotes feelings of real and perceived safety.  <b>Option 2:</b> Create flexible spaces that allow for personalization and/or manipulation to meet individual and community needs.  <b>Option 3:</b> Connect residents and staff to a living landscape and the natural environment.  <b>Option 4:</b> Utilize art and culture in project design and programming and promote social connectedness.</p>
<b>CRITERIA 7 SUBTOTAL</b>		
	18	7 of 8 Mandatory Criteria Optional Points

**8. OPERATIONS, MAINTENANCE + RESIDENT ENGAGEMENT**

YES / NO	OPTIONAL POINTS	
Yes	M	<p><b>8.1 Building Operations &amp; Maintenance Manual and Plan</b>  <i>(For all Multifamily projects)</i>  Develop a manual with thorough building operations and maintenance (O&amp;M) guidance and a complementary plan. The manual and plan should be developed over the course of the project design, development, and construction stages, and should include sections/chapters addressing the list of topics.</p>
Yes	M	<p><b>8.2 Emergency Management Manual</b>  <i>(For all Multifamily projects)</i>  Provide a manual on emergency operations targeted toward operations and maintenance staff and other building-level personnel. The manual should address responses to various types of emergencies, leading with those that have the greatest probability of negatively affecting the project. The manual should provide guidance as to how to sustain the delivery of adequate housing throughout an emergency and cover a range of topics, including but not limited to:  • communication plans for staff and residents  • useful contact information for public utility and other service providers  • infrastructure and building, "shutdown" procedures  • plan for regular testing of backup energy systems, if these exist</p>
Yes	M	<p><b>8.3 Resident Manual</b>  Provide a guide for homeowners and renters that explains the intent, benefits, use, and maintenance of their home's green features and practices. The Resident Manual should encourage green and healthy activities per the list of topics.</p>
Yes	M	<p><b>8.4 Walk-Throughs and Orientations to Property Operation</b>  Provide a comprehensive walk-through and orientation for all residents, property manager(s), and buildings operations staff.</p>
Yes	M	<p><b>8.5 Energy and Water Data Collection and Monitoring</b>  For rental properties, upload project energy and water performance data in an online utility benchmarking platform annually for at least five years from time of construction completion per one of the four methods provided; grant Enterprise view access for that period. For owner-occupied units, collect and monitor utility data in a manner that allows for easy access and review.</p>
<b>CRITERIA 8 SUBTOTAL</b>		
	0	5 of 5 Mandatory Criteria Optional Points
<b>TOTAL</b>		
	40	40 of 40 Mandatory Criteria Optional Points





**TITLE:** Consideration and Possible Approval of Planning Resolution No. 02-2026, A Resolution Approving A Preliminary Site Plan for The Amasa Apartments for Property Located at 57 Kane Creek Boulevard, Moab UT, 84532.

**DISPOSITION:** Discussion and possible action

**PRESENTER/S:** Johanna Blanco, Associate Planner and Cory Shurtleff, Community Development Director

**ATTACHMENT/S:**

- Exhibit 1 Draft Planning Resolution No. 02-2026
- Exhibit 2 Vicinity Map
- Exhibit 3 Site Plan
- Exhibit 4 Site Plan Review Matrix
- Exhibit 5 Development Agreement

**STAFF RECOMMENDATION:** Approve Moab Planning Resolution No. 02-2025, with or without modifications

**OTHER OPTIONS:** Continue or table action to a later meeting with specific direction to City Staff and Applicant as to additional information needed to make a decision; or Deny Resolution 02-2026, giving specific findings for decision.

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**RECOMMENDED MOTION:** I move that the City of Moab Planning Commission Conditionally Approve Planning Resolution No. 02-2026, A Resolution Approving A Preliminary Site Plan for The Amasa Apartments for Property Located at 57 Kane Creek Boulevard, Moab UT, 84532.

**SUMMARY:**

Property Owner: Amasa Holdings LLC  
Applicant: Amanda Dillion  
Location: 57 W Kane Creek Blvd, Moab, UT 84532  
Parcel: 01-0001-0200  
Zoning: R-3  
Use: Residential - Multifamily



## MOAB CITY PLANNING COMMISSION AGENDA

February 12, 2026

Amanda Dillon, the Owner Agent of record, for property located at 57 Kane Creek Boulevard, Moab, Utah 84532, applied for a Level II Site Plan on August 14th, 2025. Through a Development Agreement with the City, a custom approval process will be established for this project. The approval process, as outlined in section 3 of the agreement, states that the preliminary plan and plat will be approved by the Moab City Planning Commission, and the Final Plan and Plats for each phase will be approved administratively by City staff.

At this time, the Preliminary Plan has been submitted for review by the Moab City Planning Commission on February 12th, 2026.

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### **RELEVANT LAWS, STUDIES & PLANS:**

Moab Municipal Code 17.67, 16..08.030, 17.65.110

### **RESPONSIBLE DEPARTMENT:**

Development Review Team

### **FINANCIAL IMPACT:**

N/A

**CITY OF MOAB PLANNING RESOLUTION NO. 02-2026**

**A RESOLUTION APPROVING A PRELIMINARY PLAN FOR THE AMASA AMPARTMENTS AT PROPERTY LOCATED AT 57 KANE CREEK BOULEVARD MOAB UT 84532.**

**WHEREAS**, the following describes the intent and purpose of this resolution:

- a. Amanda Dillon, the Owner Agent of record, for property located at 57 Kane Creek Boulevard Moab, Utah 84532, has applied for a Level II Site Plan Approval; and
- b. The Applicant has furnished a site plan and description of the property located at 57 Kane Creek Boulevard Moab, Utah 84532 (parcel 01-0001-0200 (4.54 acres); and
- c. The City has established standards for development in zones, including the R-3 Multi-Household Residential Zone; and
- d. The City has entered into a Development Agreement with Amasa Holdings LLC, which modifies the parking, setback, and site plan procedure of this development through Moab City Ordinance 2026-01. The Development Agreement assigns the Moab City Planning Commission as the Land Use Authority for Preliminary Plan Approval and Planning Coordinator as the Land Use Authority for the Final Level II Site Plan for each phase of the development; and
- e. The Moab Planning Commission reviewed the Preliminary Plan for the residential multi-household apartment development in a regular meeting held on February 12, 2026; and
- f. Sufficient evidence provided by the applicant proved that standards of development can meet or exceed the requirements and regulations outlined in the MMC 17.67.040 Submittal Requirements; and
- g. Following the consideration of the technical aspects of the pertinent code sections, the Moab Planning Commission, pursuant to Planning Resolution 02-2026, hereby finds, that all applicable provisions of the Moab Municipal Code have or can be met.

**NOW, THEREFORE, BE IT RESOLVED BY THE MOAB PLANNING COMMISSION**, the application for the Amasa Apartments Preliminary Site Plan is hereby APPROVED. PASSED AND APPROVED in an open meeting of the Planning Commission by a majority vote of the Governing Body of Moab Planning Commission on February 12, 2026.

SIGNED: \_\_\_\_\_  
Kya Marienfeld, Chair

RA-1

R-3

I-1

**57 West Kane Creek Boulevard**

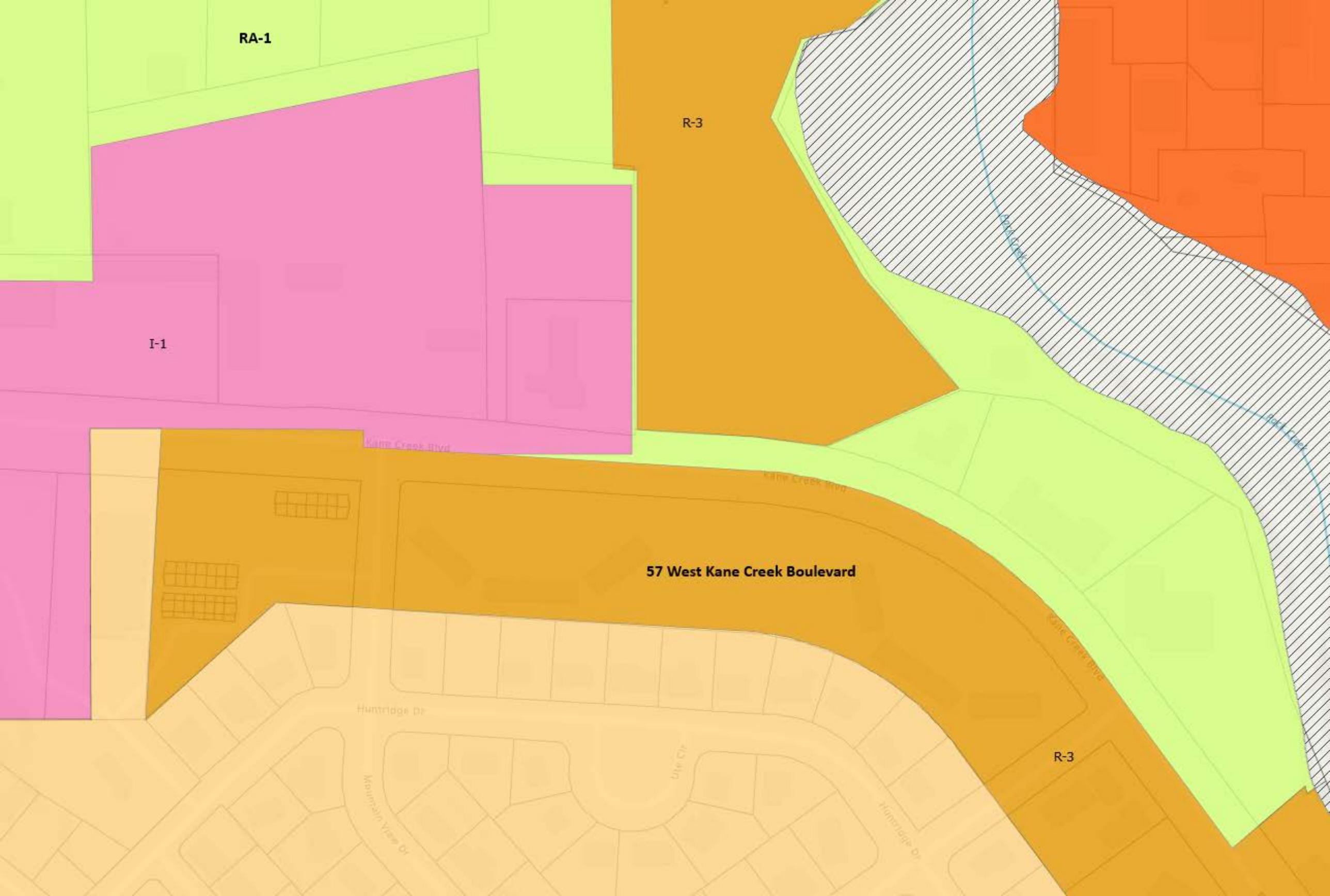
R-3

Huntridge Dr

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THE CITY OF  
**MOAB**



EST. 1902

**Plan**

**Matrix**

**Municipal Code Submittal  
Requirements 17.67.040**

**PROJECT NAME: AMASA APARTMENTS**

City Review	Code Provision
1. Complies	17.67.040 Submittal requirements. 1. <i>Preliminary Site Plan.</i>
2. Complies	2. <i>Floor Plan and Elevations.</i> 3. Narrative.
3. Complies	4. Conceptual Master Sign Plan. 5. <i>Lighting Plan.</i>
4. Complies	6. <i>Landscape Plan</i> 7. Wetlands, Riparian Areas, and Floodways.
5. Complies	8. Drainage Plan 9. Planned Grading.
6. Complies	10. Utility Plan. 11. Evidence of Title
7. N/A	12. Slopes.
8. Complies	13. Surface and Subsurface Soils Report. 14. Traffic Study
9. Complies	15. Street Design Drawings.
10. Complies	
11. Complies	
12. Complies	
13. Complies	
14. N/A	
15. N/A	

City Review	Code Provision
	<p><b>Development Agreement</b></p> <p>3.4.3. <i>Site Plan Process.</i> Developer shall prepare and submit a preliminary site plan for the Project that complies with MMC 17.67.040 and final site plans for each phase that comply with MMC 17.65.110. The preliminary site plan and all final site plans shall include the same number and type of low-income, LURA-restricted units required under Developer’s LIHTC contracts that are depicted in the conceptual site plans attached as <b>Exhibit 4</b>. Developer shall submit the preliminary site plan for the Project to the Planning Coordinator to review for completeness and for compliance with the MMC and this Agreement. After verifying that the preliminary site plan for the Project is complete and complies with the MMC and this Agreement, the Planning Coordinator shall refer the preliminary site plan to the Planning Commission for review and action.</p> <p>Developer shall submit all final site plans to the Planning Coordinator, who shall administratively approve such plans after verifying that they are complete and comply with the MMC and this Agreement.</p> <p>3.4.5. <i>Amendments.</i> The preliminary site plan for the Project and the preliminary plat for the Project, or subsequent revision thereto, shall be binding as to the general intent and apportionment of land for buildings, sewage disposal, storm water management, sensitive area protection, stipulated use, circulation pattern, domestic water, and landscaping. The applicable land use authority designated in Section 3.4.2 shall have authority to act upon amendments to the preliminary site plan for the Project, a final site plan, the preliminary plat for the Project, and final plats. The Planning Coordinator, in their sole discretion, may refer amendments to the final site plan for the Project or a final plat to the Planning Commission for review and action if the proposed amendments are not consistent with the preliminary site plan or preliminary plat the Planning Commission approved for the Project.</p>

**RECORD AGAINST THE FOLLOWING PARCEL OF LAND:**

01-0001-0200

**WHEN RECORDED RETURN TO:**

Cory Shurtleff  
Planning & Zoning Administrator  
City of Moab  
217 E. Center Street  
Moab, UT 84532

**DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF MOAB AND AMASA HOLDINGS LLC**

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered by and between AMASA HOLDINGS LLC, a Utah limited liability company (“**Developer**”) and the CITY OF MOAB, a municipality and political subdivision of the State of Utah (the “**City**”). Developer and the City are hereinafter sometimes referred to individually as a “**Party**” or collectively as the “**Parties.**”

**RECITALS**

A. Developer owns approximately 4.54 acres of real property with the City’s R-3 zone located at 57 Kane Creek Boulevard, as more particularly described in **Exhibit 1** (the “**Property**”).

B. Developer has applied to the City on behalf of the future owners of each phase of development to construct a moderate-income multi-housing project on the Property consisting of three phases, each to be owned by an affiliate of Developer, that would involve: (a) the construction of forty-four (44) new construction units containing twenty-one (21) two (2) bedroom units, eleven (11) three (3) bedroom units, twelve (12) four (4) bedroom units and 6 rehabilitation units containing six (6) two (2) bedroom units and construction of a clubhouse and leasing office building with unit mix affordability indicated on Exhibit 2 hereto (“**Phase 1**”); (b) eight (8) new construction one (1) bedroom units in one building and rehabilitation of thirty (30) two (2) bedroom units across five (5) existing buildings with unit mix affordability s indicated on Exhibit 2 hereto (“**Phase 2**”); and (c) development of up to four (4) buildings including up to twelve (12) units (“**Phase 3**”, collectively with Phase 1 and Phase 2, the “**Project**”).

C. Developer or its affiliates (in this context, “LIHTC Developer”) have received awards of Low-Income Housing Tax Credits (“**LIHTC**”) c for Phases 1 and 2. The LIHTC program requires, among other things: (i) LIHTC Developer to construct 52 units of new affordable rental units and rehab the 36 existing affordable rental units in exchange for certain tax incentives; and (ii) LIHTC Developer to execute and record land use restrictive agreements (“**LURAs**”) to ensure that the units are used for affordable housing for a period of 50 years from the effective date of each respective LURA.

D. As part of the Project, Developer shall subdivide the Property into separate parcels with most parcels including rentable “townhouse” buildings, that may be collectively or individually owned, and developed in accordance with the most applicable provisions of the Moab Municipal Code (the “Code”), provided that Developer desires to have the option of utilizing condominium division of units within four (4) of the parcels .

E. The City’s R-3 Zone allows for multi-family residential developments but excludes commercial and industrial uses which the Project does not include.

F. The Project includes several unique characteristics that require exceptions to the Moab Municipal Code (the “MMC”), including the City’s setback and parking requirements.

G. The Parties desire to enter into this Agreement to enact development standards that are specific to the unique and complex nature of the Project.

H. In connection with the transfer of the townhouse parcels applicable to each phase of the Project to the respective owners of each phase, the Parties anticipate that the applicable portions of this Agreement would be released at the transfer of said parcel(s) to the new phase owner and replaced by phase-specific development agreements that are acceptable to the City.

I. The City Council finds that the Project aligns with the City’s goals of increasing the supply of low-income family-oriented housing and preserving and extending the affordability of existing moderate-income housing, promoting sustainable development.

J. The Parties desire to execute this Agreement in accordance with the City’s authority under Utah Code § 10-20-508 to execute development agreements to implement development incentives for affordable or moderate-income housing.

## AGREEMENT

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

1. **Incorporation of Recitals and Exhibits.** The recitals and exhibits are hereby incorporated by reference as part of this Agreement.

2. **Effective Date.** This Agreement shall go into effect upon the date both Parties execute the Agreement (the “Effective Date”).

3. **Specific Development Standards.**

3.1. **General.** This Agreement is not intended to and does not affect or in any way bind the City to approve any site plan or any plat proposed by Developer that does not comply with applicable law, this Agreement, and the MMC.

3.2. Plan and Plat Approval Process. Developer shall obtain site plan and plat approval for each phase of the Project from the City in accordance with the City’s site-specific land use requirements and development standards in: (i) MMC Chapter 17.48 regarding the R-3 Zone; (ii) the Project-specific procedures in this Section 3; and (iii) the following exceptions to the MMC:

3.2.1. Front yard setbacks for the Project shall be ten (10) feet; and

3.2.2. The total number of parking stalls for the Project shall be determined based on the following requirements: one (1) stall per one bedroom unit and 1.5 stalls per two bedroom+ unit on Phase 1 and Phase 2 and one (1) stall per unit on Phase 3.

3.3 Project Phasing. Developer shall construct the Project in approximate accordance with the phasing schedule attached as **Exhibit 2**. The City shall approve any modifications to the phasing schedule administratively without the need for further Council review or approval.

3.4. Development .

3.4.1. *Generally.* Developer shall work with City staff to develop the number of parcels that shall be required for each Phase, provided that, except as expressly modified by this agreement, such subdivisions shall comply with the applicable provisions of Title 16 of the MMC that govern a townhome development. The Parties anticipate that the parcels shall be subdivided in a manner similar to **Exhibit 3**, which depicts conceptual boundaries for the proposed subdivisions. The City’s Planning Coordinator shall have authority to approve these subdivisions administratively, including any exceptions that may be required to the MMC in accordance with MMC 16.08.030.

3.4.2. *Land Use Authorities.* The Moab City Planning Commission (“**Planning Commission**”) shall be the land use authority responsible for reviewing and approving or denying the preliminary site plan for the Project and the preliminary plat for the Project. The Planning Coordinator shall be the land use authority responsible for reviewing and approving or denying the final site plan for each phase and the final plat for each phase if they are consistent with the preliminary site plan and preliminary plat the Planning Commission approved. If the Planning Coordinator determines in their sole discretion that a final site plan or final plat is not consistent with the preliminary site plan or preliminary plat the Planning Commissioner approved, the Planning Coordinator may refer the final site plan or final plat to the Planning Commission for review and approval or denial.

3.4.3. *Site Plan Process.* Developer shall prepare and submit a preliminary site plan for the Project that complies with MMC 17.67.040 and final site plans for each phase that comply with MMC 17.65.110. The preliminary site plan and all final site plans shall include the same number and type of low-income, LURA-restricted units required under Developer’s LIHTC contracts that are

depicted in the conceptual site plans attached as **Exhibit 4**. Developer shall submit the preliminary site plan for the Project to the Planning Coordinator to review for completeness and for compliance with the MMC and this Agreement. After verifying that the preliminary site plan for the Project is complete and complies with the MMC and this Agreement, the Planning Coordinator shall refer the preliminary site plan to the Planning Commission for review and action. Developer shall submit all final site plans to the Planning Coordinator, who shall administratively approve such plans after verifying that they are complete and comply with the MMC and this Agreement.

3.4.4. *Platting Process.* Developer shall prepare a preliminary plat for the Project and final plats for each phase that comply with Chapter 16.16 of the MMC. Developer shall submit the preliminary plat for the Project to the Planning Coordinator to review for completeness and for compliance with the MMC and this Agreement. After verifying that the preliminary plat for the Project is complete and complies with the MMC and this Agreement, the Planning Coordinator shall refer the preliminary plat to the Planning Commission for review and action. Developer shall submit all final plats to the Planning Coordinator, who shall administratively approve such plats after verifying that they are complete and comply with the MMC and this Agreement.

3.4.5. *Amendments.* The preliminary site plan for the Project and the preliminary plat for the Project, or subsequent revision thereto, shall be binding as to the general intent and apportionment of land for buildings, sewage disposal, storm water management, sensitive area protection, stipulated use, circulation pattern, domestic water, and landscaping. The applicable land use authority designated in Section 3.4.2 shall have authority to act upon amendments to the preliminary site plan for the Project, a final site plan, the preliminary plat for the Project, and final plats. The Planning Coordinator, in their sole discretion, may refer amendments to the final site plan for the Project or a final plat to the Planning Commission for review and action if the proposed amendments are not consistent with the preliminary site plan or preliminary plat the Planning Commission approved for the Project.

3.4.6. *Condominium Parcels.* Developer shall have the right to develop up to four (4) of the parcels as condominium developments (the “**Condominium Parcels**”), the units for which Developer may rent or sell in its discretion. The provisions of the MMC regarding condominiums, including Chapter 17.79, shall govern the development of those parcels Developer designates as Condominium Parcels, which shall be subject to covenants, conditions, and restrictions (“**CC&Rs**”) that Developer shall prepare and record against such parcels to govern the interaction of the individual ownership rights of these parcels with the rights of other residents of the Project. The total number of units in the Condominium Parcels shall not exceed twelve (12) units, collectively.

3.4.7. *Access to Common Areas.* Developer shall construct the common

areas described in **Exhibit 5** (collectively, the “**Common Areas**”). All plats for the Project shall designate the Common Areas as such and shall grant all residents of the Project access to and use of said Common Areas, regardless of the ownership of any parcels that may result from the subdivision of the Property under this Agreement.

3.5. Sustainability Requirements. The Parties agree that the City’s authorization of the exceptions to the MMC set forth in Section 3.2 shall be subject to the express condition that the Project apply Enterprise Green Communities standards in construction to meet sustainability requirements as attached hereto in **Exhibit 6**.

3.6. Reasonable Diligence. Developer agrees to proceed with construction of the Project with reasonable diligence consistent with **Exhibit 2**.

4. Approval Process for Development Applications. The City shall process applications for development of the Project in accordance with the provisions of the MMC and this Agreement. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it of the obligation to comply with all of the applicable requirements for approval of preliminary and final subdivision plats, or preliminary and final site plans, as applicable, for the proposed development of the Project consistent with the terms and conditions of this Agreement and the applicable provisions of the MMC.
5. LIHTC Requirements and Waiver of City AEH Requirements. Developer agrees to: (i) comply with the terms of its LIHTC contracts, the applicable terms and conditions of which are summarized in **Exhibit 7**; (ii) execute and record LURAs against the Property that comply with its LIHTC contracts and all applicable laws; and (iii) comply with each LURA it executes and records against the Property. In lieu of Developer’s commitments under this Section, the City waives the requirements of Chapter 17.64 of the MMC regarding Active Employee Households (“**AEH**”) as applied to the project.
6. Payment of Fees.
  - 6.1. Development Application and Review Fees. Developer shall pay to the City all of the fees, including, but not limited to, application fees, impact fees and connection fees for review and approval of development of any and all phases of the Project in the amounts set forth in the City’s Master Fee Schedule.
  - 6.2. Other Fees. The City may charge other fees in existence as of the date of this Agreement, including, without limitation, standard building permit review, and inspection fees for improvements to be constructed on improved parcels that are generally applicable to other developments within the City.
  - 6.3. Reservation of Right to Challenge Fees. Notwithstanding any provision of this Agreement, Developer does not waive Developer’s rights under any applicable law to challenge the reasonableness or legality of the amount or imposition of any fees.

7. **Vested Rights.**

7.1. **Vested Rights.** As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with and subject to compliance with the terms and conditions of this Agreement, the R-3 Zone, Site Plan requirements and other applicable provisions of the MMC as of the Effective Date. If no substantial construction has been initiated as part of the Project within five (5) years of the date of the Effective Date plus any period of force majeure, the City may terminate this Agreement by providing written notice to Developer pursuant to Section 9 of this Agreement. To the extent that there is any conflict between the text portion of this Agreement and the Exhibits, the more specific language or description, as the case may be, shall control. Where any conflict or ambiguity exists between the provisions of the MMC and this Agreement (including the Exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, the rights vested as provided in this Agreement are not exempt from the application of the MMC and to subsequently enacted ordinances to the extent, but only to that extent, that failure to apply such subsequently enacted ordinance would impair the City's reserved legislative powers.

7.2. **Reserved Legislative Powers.** The Parties acknowledge that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards that are applicable to the Project under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

8. **Infrastructure and the Provision of Municipal Services.**

8.1. **Construction of Necessary Infrastructure to Service the Project.** Developer agrees to construct and install the infrastructure identified on **Exhibit 8** hereto (the "Required Infrastructure"). Developer shall have the obligation to construct or cause to be constructed and installed the Required Infrastructure, together with any off-site improvements necessary to connect such Required Infrastructure to existing utilities. All such Required Infrastructure shall be constructed in accordance with applicable City standards. Developer may be required to enter into a Development Improvements Agreement and be required to dedicate all Required Infrastructure and associated property interests to the City as provided in MMC 17.67.070.

8.2. **Third Party Service Providers.** The Parties understand and acknowledge that Developer shall be responsible to obtain any applicable approvals and incur the costs of

constructing any off- site and on-site infrastructure and improvements from third party service providers that are necessary to service any portion of the Property, as applicable, as part of the Project.

8.3. Maintenance of Private Roads and Improvements. Developer shall have the duty to maintain all private roads and areas designated as such on subdivision plats that are located within that portion of the Project constructed on the Property, if any.

8.4. City Provided Services. The City agrees that it shall make available to the Project (subject to completion of Developer's construction of the improvements Developer is required to construct hereunder, and where applicable, application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) all City services to such properties that it provides from time to time to other residents and properties within the City at the same levels of service and on the same terms and at the same rates as provided to other similarly situated properties in the City.

9. Term of Agreement. The term of this Agreement (the “**Term**”) shall begin on the Effective Date and terminate fifty (50) years thereafter, unless terminated earlier by the City as provided herein or the Parties modify the Term by written amendment to this Agreement, but the terms of this Agreement shall continue to be effective as to applications that have been submitted and development that has occurred within the Project notwithstanding the termination of this Agreement. Subject to Section 7.2, upon closing of each Phase of the Project and the transfer of the parcel(s) applicable to each phase to the applicable Phase owner, the portions of this Agreement that apply to the phase in question shall terminate and be replaced by a new development agreement that: (i) consistent with this Agreement; (ii) acceptable to the City; (iii) is applicable to that specific phase only; and (iv) has a term that is equal to the Term.

10. Successors and Assigns.

10.1. Binding Effect. This Agreement shall be binding upon the Parties and their respective successors and assigns in so far as it pertains to the ownership or development of any portion of the Property and the Project.

. Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual or entity without assigning the rights as well as the responsibilities under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City as provided herein and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns.

11. Default.

11.1. Notice. If Developer or the City fail to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide notice to the other Party as provided herein.

11.2. Contents of the Notice of Default. The Notice of Default shall:

11.2.1. *Claim of Default.* Specify the claimed event of default;

11.2.2. *Identification of Provisions.* Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default;

11.2.3. *Specify Materiality.* Identify why the default is claimed to be material; and

11.2.4. *Proposed Cure.* The non-defaulting party shall propose a method and time for curing the default by the defaulting party which shall be of no less than sixty (60) days duration.

11.3. Meet and Confer. Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

11.4. Remedies. If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may have the following remedies:

11.4.1. *Legal Remedies Generally.* The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination, but not including damages or attorney's fees.

11.4.2. *Legal Remedies for Breach of Section 5.* The Parties further agree that money damages would be an insufficient remedy if Developer breaches its obligations under Section 5 and that the City shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, including, without limitation, an order from a court of competent jurisdiction requiring Developer to comply with the City's AEH requirements as set forth in Chapter 17.64 of the MMC to the extent such requirements apply to the Project and do not conflict with Developer's obligations under its LIHTC contracts and any LURAs that are still in effect at the time of Developer's breach and that are not otherwise impacted by Developer's breach.

11.4.3. *Enforcement of Security.* The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.

11.4.4. *Withholding Further Development Approvals.* Upon a material default by Developer, the City shall have the right to withhold all further reviews, approvals, licenses, building permits, certificates of

occupancy, and/or other permits or approvals for development of the Project on those properties owned by Developer during the existence and continuance of a default beyond any applicable cure period to enforce the terms of this Agreement to the extent allowed under state law, including Utah Code § 10-20-1001 and Utah Code § 10-20-902. This Section 11.4.4 is intended to satisfy the “written document” requirement in Utah Code § 10-20-902(1)(j)(i).

11.5. Public Meeting. Before the City may impose any remedy in this Agreement, including the provisions of Section 11.4.4, the Party allegedly in default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed default. If, after the meet and confer provided in Section 10.3 and the public meeting before the Council, Developer and the City disagree as to the existence of a default under this Agreement, Developer may request that the City obtain a judgment that Developer is in default from a court of competent jurisdiction in order to withhold development approvals pursuant to Section 11.4.4.

11.6. Extended Cure Period. If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting Party is pursuing a cure with reasonable diligence.

11.7. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

11.8. Force Majeure. All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) by events reasonably beyond the control of Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, pandemics and acts of God, but which does not include financial condition of Developer or its successors.

12. Notices. All notices and communications required or permitted to be given under this Agreement, shall be in writing and shall be deemed to have been duly given and delivered as of the date the notice is sent, if delivered by mail or email to the below, which the Parties may update from time to time in writing:

**To Developer:**

Amasa Holdings LLC  
50 N. 600 W., Unit D  
Salt Lake City, Utah 84116  
[ivan@givgroup.org](mailto:ivan@givgroup.org)

With a copy to:

Winthrop & Weinstine, P.A.  
225 S. 6<sup>th</sup> Street, Suite 3500  
Minneapolis, MN 55402  
Attn: Jordan E. Mogensen, Esq.  
[jmogensen@winthrop.com](mailto:jmogensen@winthrop.com)

**To the City of Moab:**

Moab City  
Attn: City Manager  
217 E. Center Street  
Moab, Utah 84532  
[mblack@moabcity.gov](mailto:mblack@moabcity.gov)

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this Section.

**GENERAL TERMS AND CONDITIONS**

13. **Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Grand County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the Property. This Agreement shall not be recorded before Developer purchases the Property.
14. **Entire Agreement.** This Agreement, together with the Recitals and Exhibits hereto integrates and constitutes all the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.
15. **Further Assurances.** Each Party shall execute and deliver such additional documents and take such further actions as may reasonably be necessary to effectuate the transactions contemplated by this Agreement.
16. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
17. **Non-Liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due to Developer, or its successors or assignees, for any obligation arising out of the terms of this Agreement.
18. **No Third-Party Rights.** The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and Developer.

The City and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit. No other persons or entities shall be considered intended or incidental third-party beneficiaries with respect to the rights and obligations contained in this Agreement.

19. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

20. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

21. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

22. **Public Information.** The Parties understand and agree that all documents related to this agreement shall be public documents, as provided in the Utah Governmental Records Access Management Act, Title 63G, Chapter 2, Part 1 of the Utah Code.

23. **Governing Law and Venue.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah, and venue shall be in Grand County, Utah.

24. **Counterparts.** This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

25. **Governmental Immunity Act.** The City is a governmental entity subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101, et seq (the “Act”). The City does not waive any rights, defenses, or limitations available under the Act except as otherwise provided in this Agreement.

26. **Legal Review.** The Parties represent and agree that they each had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such agreement is to be construed against its drafter shall not apply to this Agreement.

27. **Successor Legislation.** Any statute or provision of the MMC referred to in this Agreement shall be deemed to include that statute or provision as amended, restated, and/or replaced from time to time, and any successor legislation or Code provision to the same general intent and effect.

28. **Interpretation.** In this Agreement, unless the context otherwise requires:

28.1. The captions and section headings used in this Agreement are for

descriptive purposes only and do not limit, define, or enlarge the terms of this Agreement;

28.2. Use of the singular, plural, or a gender shall include the other, and the use of the words “include” and “including” shall be construed to mean “without limitation” or “but not be limited to;”

28.3. The word “may” is permissive;

28.4. The words “shall not” are prohibitive;

28.5. The word “shall” is mandatory or required; and

28.6. The present tense includes the future tense, unless otherwise specified.

*(Signatures begin on following page)*

**IN WITNESS WHEREOF**, this Agreement has been executed by the City of Moab, acting by and through the Moab City Council, Grand County, State of Utah, and by a duly authorized representative of Developer as of the above-stated date.

**CITY OF MOAB**, a Utah municipality and political subdivision of the State of Utah.

By: \_\_\_\_\_  
Mayor Joette Langianese

ATTEST:

\_\_\_\_\_  
Sommar Johnson, Moab City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathan Bracken, City Attorney

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF GRAND        )

On the \_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me JOETTE LANGIANESE, who being by me duly sworn, did say that she is the Mayor of the CITY OF MOAB, a municipality and political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**DEVELOPER:**

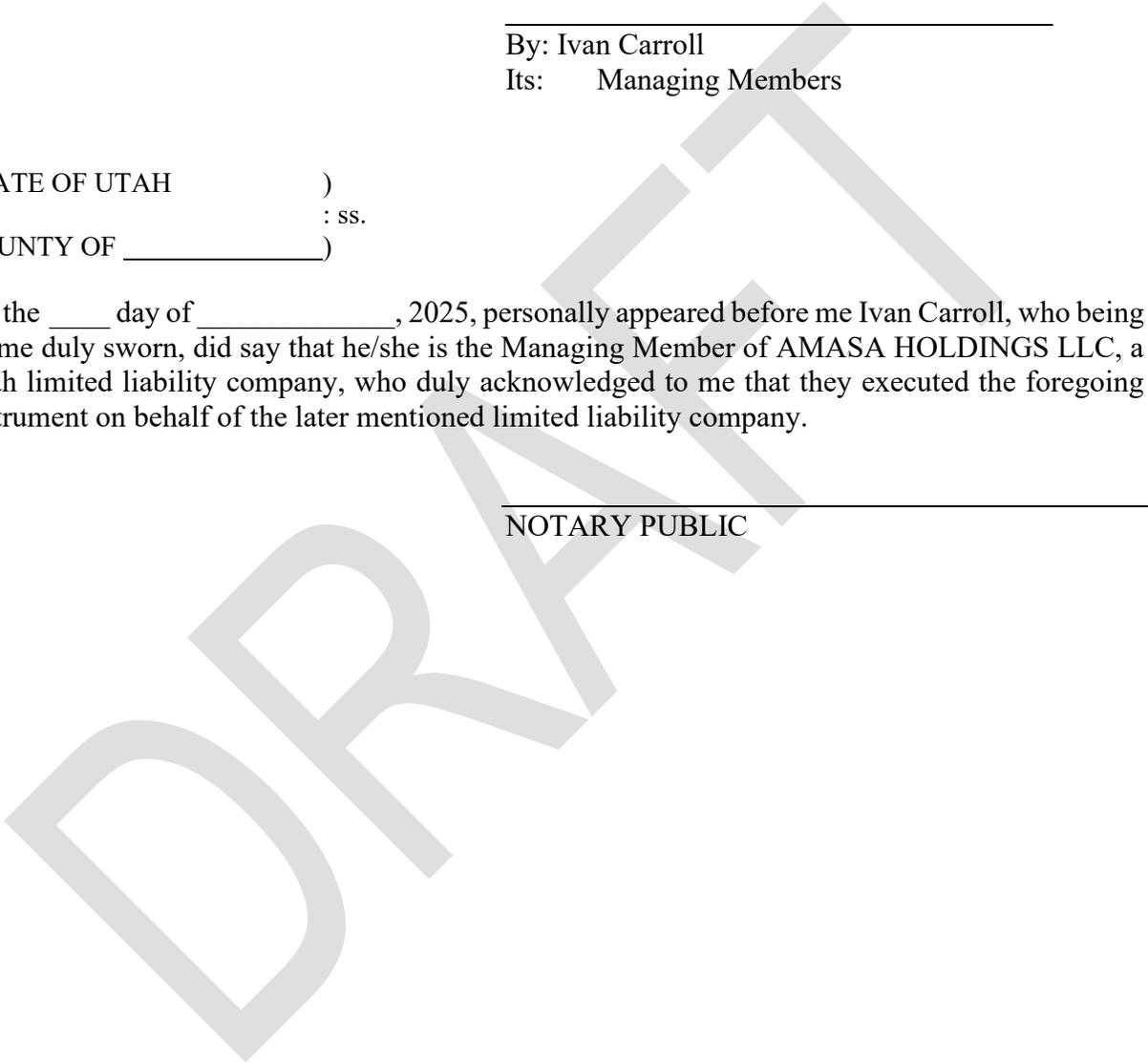
AMASA HOLDINGS LLC, a Utah limited liability company

\_\_\_\_\_  
By: Ivan Carroll  
Its: Managing Members

STATE OF UTAH                    )  
  : ss.  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me Ivan Carroll, who being by me duly sworn, did say that he/she is the Managing Member of AMASA HOLDINGS LLC, a Utah limited liability company, who duly acknowledged to me that they executed the foregoing instrument on behalf of the later mentioned limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC



# EXHIBIT 1

## *Legal Description of Property*

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK M, PLAT D, OF THE MOUNTAINVIEWSUBDIVISION, AND RUNNING: THENCE NORTH 3°38'00" EAST 180.00 FEET; THENCE NORTHEASTERLY, 15.71 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 86°22'00" EAST, AND THE LONG CHORD BEARS NORTH 48°38'00" EAST 14.14 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"); THENCE SOUTH 86°22'00" EAST 507.70 FEET; THENCE SOUTHEASTERLY 540.15 FEET ALONG THE ARC OF A 620.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 3°38'00" WEST, AND THE LONG CHORD BEARS SOUTH 61°24'30" EAST 523.23 FEET, THROUGH A CENTRAL ANGLE OF 49°55'00"); THENCE SOUTH 36°27'00" EAST 54.87 FEET; THENCE SOUTHWESTERLY 15.71 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 53°33'00" WEST, AND THE LONG CHORD BEARS SOUTH 8°33'00" WEST 14.14 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"); THENCE SOUTH 53°33'00" WEST 180.00 FEET, TO THE EASTERLY CORNER OF LOT 11, BLOCK M, PLAT D OF THE MOUNTAINVIEW SUBDIVISION; THENCE NORTH 36°27'00" WEST 64.87 FEET; THENCE NORTHWESTERLY 374.62 FEET ALONG THE ARC OF A 430.00-FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 53°33'00" WEST, AND THE LONG CHORD BEARS NORTH 61°24'30" WEST 362.88 FEET, THROUGH A CENTRAL ANGLE OF 49°55'00"); THENCE NORTH 86°22'00" WEST 517.70 FEET, TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 197,549 SQUARE FEET, OR 4.535 ACRES.

# EXHIBIT 2

## *Project Phasing Schedule*

<b>Phase</b>	<b>Anticipated Timeline</b>	<b>Description</b>
Phase 1	2026-2027	<ul style="list-style-type: none"><li>▪ Construction of two new three-story buildings at the center of the Property with 44 total units, including 21 two-bedroom units, 11 three-bedroom units, and 12 four-bedroom units.</li><li>▪ Rehabilitation of existing building with 6 two-bedroom units.</li><li>▪ Construction of new leasing office, clubhouse, and community playground, parking, and circulation, all of which shall be designated as “common areas” accessible to all residents of the Project in accordance with the Agreement.</li><li>▪ 55% Area Median Income (“AMI”) Unit Mix: 1 two bedroom unit, 1 three bedroom unit, and 8 four bedroom units.</li><li>▪ 50% AMI Unit Mix: 20 two bedroom units, 7 three bedroom units, and 3 four bedroom units.</li><li>▪ 44% AMI Unit Mix: 1 two bed room unit, 3 three bedroom units, and 1 four bedroom unit</li><li>▪ 30% AMI Unit Mix: 5 two bedroom units.</li></ul>
Phase 2	2026-2028	<ul style="list-style-type: none"><li>▪ Construction of one new three-story building at the west side of the Property with 8 one-bedroom units.</li><li>▪ Rehabilitation of five existing buildings with six two-bedroom units each for a total of 30 rehabilitated units.</li><li>▪ All parking and circulation constructed in conjunction with this Phase shall be designated as “common areas” accessible to all residents of the Project in accordance with the Agreement.</li><li>▪ 25% AMI Unit Mix: 3 one bedroom units</li><li>▪ 39% AMI: 7 two bedroom units</li><li>▪ 45% AMI Unit Mix: 4 one bedroom units and 22 two bedroom units</li><li>▪ 50% AMI Unit Mix: 1 one bedroom unit and 1 two bedroom unit</li></ul>
Phase 3	2027-2030	<ul style="list-style-type: none"><li>▪ Construction of up to four new housing buildings, which shall be located in the corners of the Property, and which Developer may develop as Condominiums with units Developer may rent or sell. The number of total units for these Condominium Parcels may not exceed twelve (12) units, collectively.</li></ul>

# **EXHIBIT 3**

*Conceptual Plat (Attached)*

DRAFT

# **EXHIBIT 4**

*Conceptual Site Plan (Attached)*

DRAFT

# EXHIBIT 5

## *Common Areas*

- CLUBHOUSE & LEASING OFFICE
- PLAYGROUND
- PARKING LOTS AND DRIVE AISLES
- SIDEWALKS AND PATHS
- CARPORTS (EXISTING AND NEW)
- GARBAGE COLLECTION AREAS

DRAFT

# EXHIBIT 6

## *Sustainability Requirements*

The Project must be constructed in accordance with Enterprise Green Communities 2020 Requirements and Energy Start Multifamily New Construction Requirements. The standards for new construction and for rehabilitation are attached hereto.

DRAFT

# **EXHIBIT 7**

## *Summary of LIHTC Allocations*

### **Phase 1**

- **2025 Federal Low-Income Housing Tax Credit Reservation Agreement, January 14, 2025**
- **2025 Low-Income Housing Credit Carryover Allocation Agreement, October 30, 2025**

The Agreements state that Owner will lease all 50 units of the Project according to the following rent limits:

<b>Units</b>	<b>Type</b>	<b>Rent Limits</b>
1	2 bedroom, 1 bathroom unit	50% of area median income
1	3 bedroom, 1 bathroom unit	50% of area median income
8	4 bedroom, 2 bathroom units	50% of area median income
20	2 bedroom, 1 bathroom units	45% of area median income
7	3 bedroom, 1 bathroom units	45% of area median income
3	4 bedroom, 2 bathroom units	45% of area median income
1	2 bedroom, 1 bathroom unit	39% of area median income
3	3 bedroom, 1 bathroom units	39% of area median income
1	4 bedroom, 2 bathroom unit	39% of area median income
5	2 bedroom, 1 bathroom units	25% of area median income

### **Phase 2**

- **Conditional Reservation of 2026 Federal Low-Income Housing Tax Credits Letter**
  - **Unit mix and AMI mix forthcoming in formal reservation letter expected 2026, however, it is noted that based on the application and conditional reservation, Phase 2 is locked in to include 8 units of new construction affordable housing and 30 units of rehabilitated affordable housing, all which will be required to be affordable at or below 50% AMI.**

# EXHIBIT 8

## *Required Infrastructure*

### **Phase 1 – New Construction (2 Residential Buildings, 1 Clubhouse)**

- **Sewer:** New sewer lines and new lift station to support all three new construction buildings.
- **Water:** New water lines to support all three new construction buildings.
- **Electrical:** New underground electrical lines and one transformer to support all three new construction buildings.
- **Storm Drain:** New underground detention and storm drain piping to connect to city lines along Kane Creek to support two new residential buildings and their parking area. For the clubhouse and its parking area, a new retention sump.
- **Access:** New drive aisle and parking area (53 stalls) for two new residential buildings. Clubhouse has two existing parking lot entrances that shall remain. Adding parking (19 stalls) to the existing parking area in front of the clubhouse.

### **Phase 1 – Rehab (1 Building)**

- **Sewer:** Use existing lift station and sewer lines already constructed for rehab building.
- **Water:** Use existing infrastructure already constructed for rehab building. When Phase 2 new construction happens, new water lines shall be installed to route around Phase 2 new construction.
- **Electrical:** Upgrade electrical panel and transformer (from RMP); use existing connections already constructed for rehab building.
- **Storm Drain:** Use existing infrastructure.
- **Access:** Use existing infrastructure.

---

### **Phase 2 – New Construction**

- **Sewer:** New sewer lines shall connect into Phase 1 stub which connects to Phase 1 lift station, sized to handle additional 8 units.
- **Water:** New water line to connect to the main line on Kane Creek Blvd (stubbed during street reconstruction).
- **Electrical:** New underground electrical lines and one transformer.
- **Storm Drain:** New infrastructure to retain water on site or detain water that then flows into city's system.
- **Access:** Two existing parking lot entrances shall remain. Developer is responsible for constructing and installing adequate parking that complies with the MMC and this Agreement.

### **Phase 2 – Rehab**

- **Sewer:** Use existing lift station and sewer lines already constructed for rehab building.
- **Water:** When Phase 1 new construction occurs, Developer shall install new water lines, which it shall construct around Phase 1 new construction (clubhouse building).
- **Electrical:** Use existing infrastructure and upgraded electrical panel for new water heating system.

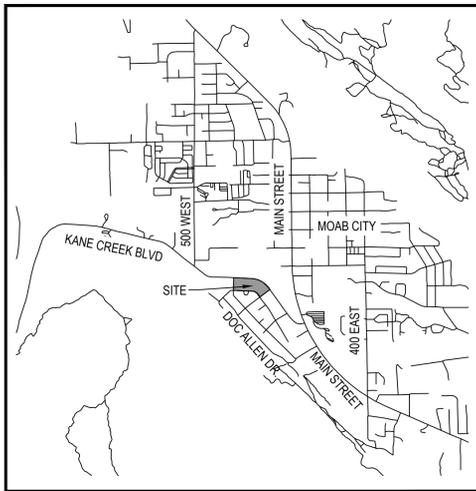
- **Storm Water:** Use existing infrastructure.
  - **Access:** Two existing parking lot entrances shall remain.
- 

### Phase 3

- **Sewer:** New sewer lines across all four corners parcels to tie into the new lift station (sized appropriately).
  - **Water:** Water lines connect to the city infrastructure on Mountain View and Aspen streets.
  - **Electrical:** New underground electrical lines and transformer.
  - **Storm Drain:** New infrastructure to retain water on site or detain water that then flows into city's system.
  - **Access:** Street frontage access on Mountain View and Aspen and residents can park in the stalls existing or built during Phase 1 and 2.
- 

### Shared Items

- Three concrete garbage pads + dumpsters
  - Two built during Phase 1, one built during Phase 2, and all other phases could use.



VICINITY MAP  
NOT TO SCALE

NORTHWEST CORNER OF SECTION 1, T26S, R21E, SLB&M (FOUND 2" BRASS DISC IN RING AND LID, DATED 2014, STAMPED LS180107, AT THE INTERSECTION OF 500 WEST AND 400 NORTH STREETS)

SOUTHWEST CORNER OF SECTION 1, T26S, R21E, SLB&M (FOUND 1" IRON PIN IN MOUND OF STONES.)



APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

DIRECTOR

**BENCHMARK**

STREET MONUMENT FOUND IN INTERSECTION OF KANE CREEK BOULEVARD AND MOUNTAIN VIEW DRIVE

ELEV = 4185.24'

**LEGEND**

- SECTION CORNER
- MONUMENT
- EXIST REBAR AND CAP
- SET ENSIGN REBAR AND CAP
- SET RIVET
- LOT LINE
- ADJACENT RIGHT OF WAY
- RIGHT OF WAY
- PROPERTY LINE
- ADJACENT PROPERTY
- EASEMENT
- EXISTING BUILDING

NOTE: ALL AREAS NOT OCCUPIED BY BUILDINGS, ROADS, OR PARKING SHALL BE CONSIDERED OPEN SPACE AND ARE SUBJECT TO PUBLIC UTILITY EASEMENTS (P.U.E.) AS DESCRIBED IN NOTE 3.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

CITY ATTORNEY

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

CITY ENGINEER

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

CHAIR

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

MOAB CITY MAYOR

ATTEST:

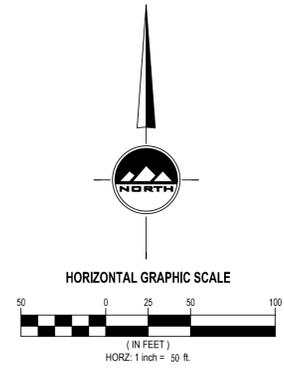
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

COUNTY RECORDER

# AMASA APARTMENTS TOWNHOME PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, T. 26 S., R. 21 E., S.L.B. & M. MOAB CITY, GRAND COUNTY, UTAH 2025

- NOTES:**
- SIGNATURES SIGNED ON SHEET 1 APPLY TO ALL SHEETS.
  - SEE SHEETS 2 AND 3 FOR ENLARGED VIEWS OF UNITS LOCATED IN LOTS 1, LOT 2, AND LOT 3.
  - FOR ALL LOTS: ALL ROADS, PARKING AREAS, AND OPEN SPACE ARE DESIGNATED AS GENERAL COMMON AREAS. ALL ROADS AND PARKING AREAS ARE SUBJECT TO INGRESS/EGRESS AND PUBLIC UTILITY EASEMENTS (P.U.E.) FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF ALL UTILITIES INCLUDING, BUT NOT LIMITED TO, GAS, POWER, COMMUNICATION, WATER, SEWER, AND DRAINAGE FACILITIES. ALL AREAS NOT OCCUPIED BY BUILDINGS, ROADS, OR PARKING SHALL BE CONSIDERED OPEN SPACE AND ARE SUBJECT TO A PUBLIC UTILITY EASEMENT (P.U.E.) FOR EXISTING AND FUTURE UTILITIES. ADJUSTMENTS TO COMMON AREA DESIGNATION (GENERAL OR LIMITED) MAY BE MADE THROUGH FUTURE LEGAL REVIEW WITHOUT ALTERING THE EASEMENT RIGHTS GRANTED HEREIN.



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	119.91'	29.00'	13°51'19"	N33°49'55"E	28.92'
C2	19.29'	4.39'	13°02'36"	N69°29'07"W	4.38'
C3	19.29'	4.50'	13°21'25"	N56°17'07"W	4.49'
C4	15.35'	4.54'	16°57'05"	S62°37'51"W	4.52'
C5	15.35'	4.67'	17°26'00"	S79°49'30"W	4.65'
C6	95.45'	12.85'	7°42'44"	S35°26'26"E	12.84'
C7	95.45'	15.07'	9°02'42"	S27°03'44"E	15.05'
C8	54.15'	14.35'	15°10'51"	S13°52'09"E	14.31'
C9	54.15'	8.02'	8°28'56"	S2°02'15"E	8.01'
C10	53.09'	39.59'	42°43'28"	N29°23'34"E	38.68'
C11	136.12'	92.12'	38°46'25"	N71°24'43"E	90.37'
C12	156.72'	40.56'	14°49'44"	S81°07'37"E	40.45'
C13	147.95'	44.22'	17°07'27"	S64°11'07"E	44.05'
C14	93.23'	22.59'	13°52'51"	S49°35'51"E	22.53'
C15	63.57'	19.98'	18°00'33"	S30°22'46"E	19.90'
C16	77.18'	28.43'	21°06'18"	S5°53'07"E	28.27'
C17	620.00'	20.02'	1°50'59"	S85°26'30"E	20.02'
C18	620.00'	220.43'	20°22'14"	S74°19'54"E	219.27'
C19	2.00'	3.13'	89°47'36"	N25°06'12"W	2.82'
C20	430.00'	153.43'	20°26'38"	N76°08'41"W	152.62'
C21	430.00'	123.04'	16°23'42"	N50°23'08"W	122.62'
C22	430.00'	43.06'	5°44'17"	S39°19'09"E	43.05'
C23	45.83'	26.93'	33°40'06"	S60°19'09"W	26.55'
C24	88.25'	12.43'	8°04'14"	S78°16'13"W	12.42'
C25	21.07'	6.47'	17°35'19"	S16°32'30"E	6.44'
C26	11.14'	4.65'	23°54'29"	S65°50'23"E	4.62'
C27	11.14'	2.45'	12°36'35"	S39°02'28"E	2.45'
C28	16.50'	9.76'	33°53'49"	N15°17'34"E	9.62'
C29	36.96'	6.09'	9°26'23"	N34°22'02"E	6.08'
C30	620.00'	22.47'	2°04'35"	S37°29'18"E	22.47'
C31	64.45'	25.75'	22°53'14"	S17°13'12"W	25.57'
C32	88.76'	35.03'	22°36'53"	S5°35'22"E	34.81'
C33	156.18'	18.66'	6°50'42"	S18°41'43"E	18.65'
C34	156.18'	18.35'	6°43'53"	S25°29'01"E	18.34'
C35	138.48'	24.25'	10°01'58"	S57°34'37"E	24.22'
C36	138.48'	22.69'	9°23'20"	S67°17'17"E	22.67'
C37	138.64'	18.88'	7°48'12"	S75°46'10"E	18.87'
C38	138.64'	18.05'	7°27'36"	S83°24'03"E	18.04'
C39	70.69'	20.12'	16°18'20"	N85°40'40"E	20.05'
C40	70.69'	18.68'	15°08'19"	N69°57'20"E	18.62'
C41	102.45'	15.33'	8°34'30"	N57°41'04"E	15.32'
C42	102.45'	4.35'	2°26'07"	N52°10'46"E	4.35'
C43	620.00'	540.15'	49°55'00"	N61°24'30"W	523.23'
C44	620.00'	224.92'	20°47'08"	N51°15'19"W	223.69'

**SURVEYOR'S CERTIFICATE**

I, DUSTY L. BISHOP, A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING CERTIFICATE NO. 4938720, CERTIFY THAT BY THE AUTHORITY OF THE PROPERTY OWNERS, THE PLAT SHOWN HEREON WAS MADE UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE PLAT CORRECTLY SHOWS THE DIMENSIONS OF THE PROPERTY TO BE KNOWN AS THE AMASA APARTMENTS TOWNHOME PLAT.

**SURVEYOR'S NARRATIVE**

THE BASIS OF BEARING IS THE LINE BETWEEN THE FOUND STREET MONUMENT AT THE INTERSECTION OF ASPEN AVE AND KANE CREEK BLVD. AND THE FOUND STREET MONUMENT AT THE INTERSECTION OF MOUNTAIN VIEW DRIVE AND KANE CREEK BLVD. AND MEASURES NORTH 70°51'30" WEST 1163.78 FEET.

**BOUNDARY DESCRIPTION**

A PARCEL OF LAND, SITUATE IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST, SALT LAKE BASIN AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK M, PLAT D, OF THE MOUNTAINVIEW SUBDIVISION, AND RUNNING:

THENCE NORTH 3°38'00" EAST 180.00 FEET;

THENCE NORTHEASTERLY, 15.71 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 86°22'00" EAST, AND THE LONG CHORD BEARS NORTH 48°38'00" EAST 14.14 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00");

THENCE SOUTH 86°22'00" EAST 507.70 FEET;

THENCE SOUTHEASTERLY 540.15 FEET ALONG THE ARC OF A 620.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 3°38'00" WEST, AND THE LONG CHORD BEARS SOUTH 61°24'30" EAST 523.23 FEET, THROUGH A CENTRAL ANGLE OF 49°55'00");

THENCE SOUTH 36°27'00" EAST 54.87 FEET;

THENCE SOUTHWESTERLY 15.71 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 53°33'00" WEST, AND THE LONG CHORD BEARS SOUTH 8°33'00" WEST 14.14 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00");

THENCE SOUTH 53°33'00" WEST 180.00 FEET, TO THE EASTERLY CORNER OF LOT 11, BLOCK M, PLAT D OF THE MOUNTAINVIEW SUBDIVISION;

THENCE NORTH 36°27'00" WEST 64.87 FEET;

THENCE NORTHWESTERLY 374.62 FEET ALONG THE ARC OF A 430.00-FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 53°33'00" WEST, AND THE LONG CHORD BEARS NORTH 61°24'30" WEST 362.88 FEET, THROUGH A CENTRAL ANGLE OF 49°55'00");

THENCE NORTH 86°22'00" WEST 517.70 FEET, TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 197,549 SQUARE FEET, OR 4.535 ACRES.

Date \_\_\_\_\_  
Dusty L. Bishop  
License no. 4938720

**OWNER'S DEDICATION**

Know all men by these presents that I / we, the under-signed owner (s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

**AMASA APARTMENTS TOWNHOME PLAT**

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use. In witness whereof I have hereunto set our hand (s) this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF UTAH \_\_\_\_\_ } S.S.  
COUNTY OF \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, AMASA HOLDINGS LLC AND DEVELOPED BY WOMEN, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF \_\_\_\_\_ IN SAID STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY SIGNED THE OWNERS DEDICATION, FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: \_\_\_\_\_

RESIDING IN \_\_\_\_\_ COUNTY.

NOTARY PUBLIC

**AMASA APARTMENTS TOWNHOME PLAT**

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, T. 26 S., R. 21 E., S.L.B. & M. MOAB CITY, GRAND COUNTY, UTAH 2025

**APPROVAL BY ENBRIDGE GAS**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

SIGNATURE \_\_\_\_\_

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

DATE \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ FEE \_\_\_\_\_

COUNTY RECORDER

**SHEET 1 OF 1**

PROJECT NUMBER : 13515  
MANAGER : BR  
DRAWN BY : TMS  
CHECKED BY : DLB  
DATE : 11/12/2025

LAYTON Phone: 801.547.1100  
SALT LAKE CITY Phone: 801.255.0529  
TODDLE Phone: 435.863.2580  
CEDAR CITY Phone: 435.863.4633

WWW.ENSIGNENG.COM





2020 ENTERPRISE GREEN COMMUNITIES CRITERIA CHECKLIST

# CRITERIA CHECKLIST

This checklist provides an overview of the technical requirements within the Enterprise Green Communities Criteria. To achieve Enterprise Green Communities Certification, all projects must achieve compliance with the Criteria mandatory measures applicable to that construction type. **New Construction projects must also achieve at least 40 optional points, and Substantial and Moderate Rehab projects must also achieve at least 35 optional points.**

**These projects that also comply with Criterion 5.2b or Criterion 5.4 will be recognized with Enterprise Green Communities Certification Plus.**

YES / NO	OPTIONAL POINTS	
<b>1. INTEGRATIVE DESIGN</b>		
Yes	M	<b>1.1 Integrative Design: Project Priorities Survey</b> Complete the Project Priorities Survey, which can be found in the Appendix.
Yes	M	<b>1.2 Integrative Design: Charrettes and Coordination Meetings</b> Develop an integrative design process that moves the outputs of the Project Priorities Survey into action through a series of collaborative meetings. Prioritize multi-benefit strategies. Assign responsibility within your design and development teams for accountability.
Yes	M	<b>1.3 Integrative Design: Documentation</b> Include Enterprise Green Communities Criteria information in your contract documents and construction specifications (Division 1 Section 01 81 13 Sustainable Design Requirements) as necessary for the construction team to understand the requirements and how they will be verified. Ensure, and indicate, that the drawings and specifications have been generated to be compliant and meet the certification goals.
Yes	M	<b>1.4 Integrative Design: Construction Management</b> Create, implement, and document your contractor/subcontractor education plan to ensure that all persons working on-site fully understand their role in achieving the project objectives. Include a summary of the Project Priorities Survey (Criterion 1.1), the sustainability goals, and anticipated roles of each party in regards to the performance expected of the project. Attach and reference this training plan to Division 1 Section 01 81 13 Sustainable Design Requirements. Include timeline estimates for performance testing and verification schedules in the overall construction schedule. As relevant, review requirements for Criteria 8.1, 8.2, and 8.3, and begin populating these documents with relevant information from design and construction.
No	12 or 15	<b>1.5 Design for Health and Well-Being: Health Action Plan</b> Follow Steps 1-6 of the Health Action Plan framework per the full criterion. <i>[12 points with extra 3 points for Step 7]</i> This includes: 1) Commit to embedding health into the project lifecycle; 2) Partner with a project health professional; 3) Collect and analyze community health data; 4) Engage with community stakeholders to prioritize health data and strategies; 5) Identify strategies to address those health issues; 6) Create an implementation plan; and 7) Create a monitoring plan.
No	10	<b>1.6 Resilient Communities: Multi-Hazard Risk/Vulnerability Assessment</b> Conduct a four-part assessment (social, physical, functional, strategy) to identify critical risk factors of your property and implement at least two sets of strategies to enable the project to adapt to, and mitigate, climate related or seismic risks. See full criterion for more guidance.
No	8	<b>1.7 Resilient Communities: Strengthening Cultural Resilience</b> Integrate community and resident participation in the development processes so that the built environment honors cultural identities, resident voices, and community histories. <b>Option 1:</b> Complete a Cultural Resilience Assessment <b>OR</b> <b>Option 2:</b> Convene a Cultural Advisory Group
		<b>CRITERIA 1 SUBTOTAL</b> 4 of 4 Mandatory Criteria 0 Optional Points

YES / NO	OPTIONAL POINTS	
<b>2. LOCATION + NEIGHBORHOOD FABRIC</b>		
Yes	M	<b>2.1 Sensitive Site Protection</b> All projects must: 1. Protect floodplain functions (e.g., storage, habitat, water quality) by limiting new development within the 100-year floodplain of all types of watercourses. 2. Conserve and protect aquatic ecosystems, including wetlands and deepwater habitats, that provide critical ecosystem functions for fish, other wildlife, and people. 3. Protect ecosystem function by avoiding the development of areas that contain habitat for plant and animal species identified as threatened or endangered. 4. Conserve the most productive agricultural soils by protecting prime farmland, unique farmland, and farmland of statewide or local importance. If your site contains any of these ecologically sensitive features, follow the specific Requirements under that subheading.
Yes	M	<b>2.2 Connections to Existing Development and Infrastructure</b> <i>(Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town)</i> Locate the project on a site with access to existing roads, water, sewers, and other infrastructure and within or contiguous to (having at least 25% of the perimeter bordering) existing development. Connect the project to the existing pedestrian network. For sites over 5 acres, provide connections to the adjacent street network at least every 800 feet. Tie all planned bike paths to existing bike paths.
Yes	M	<b>2.3 Compact Development</b> <i>(Mandatory for New Construction)</i> At a minimum, build to the residential density (dwelling units/acre) of the census block group where the project is located. In Rural/Tribal/Small Town locations that do not have zoning requirements: Build to a minimum net density of 5 units per acre for single-family houses; 10 units per acre for multifamily buildings, single and two-story; and 15 units per acre for multifamily buildings greater than two-stories.
	7	<b>2.4 Increased Compact Development</b> Exceed the residential density (dwelling units/acre) of the census block group in which your project is located. Exceed by 2x for <i>[5 points]</i> ; exceed by 3x for <i>[7 points]</i> . In Rural/Tribal/Small Towns that do not have zoning requirements, build to a minimum net density of 7.5 units per acre for single-family houses; 12 units per acre for multifamily buildings, single and two-story; and 20 units per acre for multifamily buildings greater than two stories. <i>[5 points]</i>
Yes	M	<b>2.5 Proximity to Services and Community Resources</b> <i>(Mandatory for New Construction)</i> Locate the project within a 0.5-mile walk distance of at least four, or a 1-mile walk distance of at least seven, of the listed services. For projects that qualify as Rural/Tribal/Small Town, locate the project within 5 miles of at least four of the listed services.
Yes	M	<b>2.6 Preservation of and Access to Open Space for Rural/Tribal/Small Town</b> <i>(Mandatory for New Construction Rural/Tribal/Small Town)</i> <b>Option 1:</b> Locate the project within a 0.25-mile walk distance of dedicated public open space that is a minimum of 0.75 acres; at least 80% of which unpaved. <b>OR</b> <b>Option 2:</b> Set aside a minimum of 10% (minimum of 0.25 acres) of the total project acreage as open and accessible to all residents; at least 80% of which unpaved.

	NA	6 max	<p><b>2.7 Preservation of and Access to Open Space</b>  <b>Option 1:</b> Locate the project within a 0.25-mile walk distance of dedicated open space that is a minimum of 0.75 acres; at least 80% of which unpaved.  OR  <b>Option 2:</b> Set aside a percentage of permanent open space for use by all residents; at least 80% of which unpaved. 25% [2 points]; 35% [4 points]; 45% + written statement of preservation/ conservation policy [6 points].</p>
Yes	No	M	<p><b>2.8 Access to Transit</b>  <i>(Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town; Optional for all other project types)</i></p> <p><b>Mandatory: New Construction, not Rural/Tribal/Small Town</b>  Locate projects within a 0.5-mile walk distance of transit services (bus, rail and/or ferry), constituting at least 45 or more transit rides per weekday, with some type of weekend service.</p> <p><b>Optional: New Construction, not Rural/Tribal/Small Town</b>  Locate the project along dedicated bike trails or lanes (Class I, II, or IV) that lead to high-quality transit services (100 trips per day) within 3 miles. [2 points]</p> <p><b>Optional: Rehabilitation, not Rural/Tribal/Small Town</b>  Locate projects within a 0.5-mile walk distance of public transit services (bus, rail and/or ferry), constituting at least 45 or more transit rides per weekday, with some type of weekend service. [6 points] Locate the project along dedicated bike trails or lanes (Class I, II, or IV) that lead to high-quality transit services (100 trips per day) within 3 miles. [2 points]</p> <p><b>Optional: New Construction and Rehabilitation, Rural/Tribal/Small Town</b>  Locate the project within 0.5 mile walk distance of public transit services with at least 45 rides per weekday and some weekend service. OR, Install at least two charging stations for electric vehicles. OR, Locate the project with 5 miles of one of the following transit options:  1) vehicle share program; 2) dial-a-ride program; 3) employer vanpool; 4) park-and-ride; 5) public/private regional transportation.</p>
	No	2-8	<p><b>2.9 Improving Connectivity to the Community</b>  Improve access to community amenities through at least one of the options incentivizing biking mobility or improving access to transit.</p>
	No	5 max	<p><b>2.10 Passive Solar Heating/Cooling</b>  Design and build with passive solar design, orientation, and shading that meet the guidelines specified.</p>
	No	6	<p><b>2.11 Adaptive Reuse of Buildings</b>  Rehabilitate and adapt an existing structure that was not previously used as housing. Design the project to adapt, renovate, or reuse at least 50% of the existing structure and envelope.</p>
	No	6	<p><b>2.12 Access to Fresh, Local Foods</b>  Provide residents and staff with access to fresh, local foods through one of the following options:  <b>Option 1:</b> Neighborhood Farms and Gardens  <b>Option 2:</b> Community-Supported Agriculture  <b>Option 3:</b> Proximity to Farmers Market</p>
	No	8	<p><b>2.13 Advanced Certification: Site Planning, Design and Management</b>  Locate building(s) within a community that is certified in LEED for Neighborhood Development, LEED for Cities and Communities, Living Community Challenge, or SITES.</p>
	No	6 max 2	<p><b>2.14 Local Economic Development and Community Wealth Creation</b>  Demonstrate that local preference for construction employment and subcontractor hiring was part of your bidding process, and how it functioned during construction.  OR  Demonstrate that you achieved at least 20% local employment.  OR  Provide physical space for small business, nonprofits, and/or skills and workforce education.</p>
Yes		3 3	<p><b>2.15a Access to Broadband: Broadband Ready</b>  <i>(Mandatory for New Construction and Substantial Rehab Projects in Rural/Tribal/Small Town Locations)</i>  Incorporate broadband infrastructure so that when broadband service comes to a community, the property can be easily connected. Include a network of mini-ducts or conduit throughout the building, extending from the expected communications access point to each network termination point in the building.</p>
	No	6	<p><b>2.15b Access to Broadband: Connectivity</b>  Ensure all units and common spaces in the property have broadband internet access with at least a speed of 25/3 mbs.</p>
<b>CRITERIA 2 SUBTOTAL</b>			
			7 of 7 Mandatory Criteria Optional Points
			<b>7</b>

YES / NO	OPTIONAL POINTS	3. SITE IMPROVEMENT
Yes	M	<p><b>3.1 Environmental Remediation</b>  Determine whether there are any hazardous materials present on the site through one of the four methods listed. Mitigate any contaminants found.</p>
Yes	M	<p><b>3.2 Minimization of Disturbance during Staging and Construction</b>  For sites &gt;1 acre, implement EPA's National Pollutant Discharge Elimination System Stormwater Discharges from Construction Activities guidance, or local requirements, whichever is more stringent. For sites with an area &lt;= 1, follow guidance in full criterion.</p>
Yes	M	<p><b>3.3 Ecosystem Services/Landscape</b>  <i>(Mandatory, if providing landscaping)</i>  If providing plantings, all must be native or climate-appropriate (adapted) to the region and appropriate to the site, soil and microclimate. Do not introduce any invasive plant species. Plant, seed, or xeriscape all disturbed areas.</p>
Yes	M	<p><b>3.4 Surface Stormwater Management</b>  <i>(Mandatory for New Construction; Mandatory for Substantial and Moderate Rehab projects if land disturbed is &gt;= 5,000 sq.ft.)</i>  Treat or retain on-site precipitation equivalent to the 60th percentile precipitation event. Where not feasible due to geotechnical issues, soil conditions, or the size of the site, treat or retain the maximum volume possible.</p>
	No	<p><b>3.5 Surface Stormwater Management</b>  Through on-site infiltration, evapotranspiration, and rainwater harvesting, retain precipitation volume from 70% precipitation event [6 points], 80% precipitation event [8 points], or 90% precipitation event [10 points].</p>
Yes	M	<p><b>3.6 Efficient Irrigation and Water Reuse</b>  <i>(Mandatory, if permanent irrigation is utilized)</i>  If irrigation is utilized, install an efficient irrigation system per the requirements listed.</p>
	No	<p><b>3.7 Efficient Irrigation and Water Reuse</b></p>
		<b>4 or 6</b>

(Optional, if irrigation is utilized)  
 Meet the requirements of Criterion 3.6  
 AND:  
 Option 1: Install an efficient irrigation system equipped with a WaterSense labeled weather-based irrigation controller (WBIC)  
 OR  
 Option 2: At least 50% of the site's irrigation satisfied by water use from the sources listed.

CRITERIA 3 SUBTOTAL  
 5 of 5 Mandatory Criteria  
 0 Optional Points

YES / NO	OPTIONAL POINTS	4. WATER
<input type="checkbox"/>	M	<b>4.1 Water-Conserving Fixtures</b> Reduce total indoor water consumption by at least 20% compared to baseline indoor water consumption chart. Any new toilet, showerhead, and/or lavatory faucet must be WaterSense certified. For all single-family homes and all dwelling units in buildings three stories or fewer, the supply pressure may not exceed 60 psi.
<input type="checkbox"/>	6 max	<b>4.2 Advanced Water Conservation</b> Reduce total indoor water consumption by at least 30% compared to baseline indoor water consumption chart. Any new toilet, showerhead, and/or lavatory faucet must be WaterSense certified.
<input type="checkbox"/>	M, 3	<b>4.3 Water Quality</b> <b>Mandatory/Optional:</b> Mandatory for Substantial Rehabs of buildings built before 1986; Optional for all other building types: Replace lead service lines [3 points]
<input type="checkbox"/>	M	<b>Mandatory:</b> For multifamily buildings with either a cooling tower, a centralized hot water system, or 10+ stories: Develop a Legionella water management program
<input type="checkbox"/>	8	<b>Optional:</b> Test and remediate as indicated for lead, nitrates, arsenic, and coliform bacteria
<input type="checkbox"/>	4	<b>4.4 Monitoring Water Consumption and Leaks</b> Conduct pressure-loss tests and visual inspections to determine if there are leaks; fix leaks. AND Install an advanced water monitoring and leak detection system capable of identifying and shutting water off during anomalous water events. OR Install a device to separately monitor water consumption of each cold branch off the apartment line riser for each dwelling unit or each cold water riser and the domestic hot water cold water feed for each building or each toilet that allows remote monitor readings; common laundry facilities; boiler makeup water; outdoor water consumption; and water consumption in any non-residential space.
<input type="checkbox"/>	4	<b>4.5 Efficient Plumbing Layout and Design</b> Store no more than 0.5 gallon of water in any piping/manifold between the fixture and the water heating source or recirculation line. No more than 0.6 gallon of water shall be collected from the fixture before a 10-degree Fahrenheit rise in temperature is observed. Recirculation systems must be demand-initiated.
<input type="checkbox"/>	6 max	<b>4.6 Non-Potable Water Reuse</b> Harvest, treat, and reuse rainwater and/or greywater to meet a portion of the project's non-potable water needs: 10% reuse [3 points]; 20% reuse [4 points]; 30% reuse [5 points]; 40% reuse [6 points].
<input type="checkbox"/>	8	<b>4.7 Access to Potable Water During Emergencies</b> Provide residents with ready access to potable water in the event of an emergency that disrupts normal access to potable water, including disruptions related to power outages that prevent pumping water to upper floors of multifamily buildings or pumping of water from on-site wells, per one of the three options listed.

CRITERIA 4 SUBTOTAL  
 2 of 2 Mandatory Criteria  
 0 Optional Points

YES / NO	OPTIONAL POINTS	5. OPERATING ENERGY
<input type="checkbox"/>	M	<b>5.1a Building Performance Standard</b> (Mandatory for New Construction) Certify all buildings with residential units in the project through either ENERGY STAR Multifamily New Construction, ENERGY STAR Manufactured Homes, and/or ENERGY STAR Certified Homes as relevant. AND Provide projected operating energy use intensity and projected operating building emissions intensity.
<input type="checkbox"/>	M	<b>5.1b Building Performance Standard</b> (Mandatory for Rehab) Provide projected operating energy use intensity and projected operating building emissions intensity. AND Conduct commissioning for compartmentalization, insulation installation, and HVAC systems as indicated. AND one of the following options: - ERI Option: <= HERS 80 for each dwelling unit. Exception for some Rehabs built before 1980. - ASHRAE Option: Energy performance of the completed building equivalent to, or better than, ASHRAE 90.1-2013 using an energy model created by a qualified energy services provider according to Appendix G 90.1-2016.
<input type="checkbox"/>	12 max	<b>5.2a Moving to Zero Energy: Additional Reductions in Energy Use</b> (Not available for projects using prescriptive path for Criterion 5.1a or for projects following Criterion 5.2b or 5.4.) Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Design and construct a building that is projected to be more efficient than what is required by Criteria 5.1a/b. Achieve HERS score of 5 lower than required by 5.1a/b if following ERI path for compliance OR 5% greater efficiency than required if following ASHRAE path for 5.1a/b compliance [5 points]. Additional 1 point for each additional 2-point decrease in HERS score required by Criteria 5.1a/b if following ERI path for compliance OR for 1% greater efficiency if following ASHRAE path for Criteria 5.1a/b, up to a maximum of 12 optional points.
<input type="checkbox"/>	12-15	<b>5.2b Moving to Zero Energy: Near Zero Certification</b> [Automatic Qualification for Enterprise Green Communities Certification Plus] (Not available for projects following Criterion 5.2a or 5.4.) Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Certify the project in a program that requires advanced levels of building envelope performance such as DOE ZERH [12 points] and/or PHI Classic or PHIUS+ [15 points].
<input type="checkbox"/>	3-6	<b>5.3a Moving to Zero Energy: Photovoltaic/Solar Hot Water Ready</b> (Not available for projects following Criterion 5.3b or 5.4.) Orient, design, engineer, wire, and/or plumb the development through the Photovoltaic Ready pathway or Solar Hot Water Ready Pathway to accommodate installation of photovoltaic (PV) or solar hot water system in the future.
<input type="checkbox"/>	8 max	<b>5.3b Moving to Zero Energy: Renewable Energy</b>

		4-8		(Not available for projects following Criterion 5.3a or 5.4) Install renewable energy source to provide a specified percentage of the project's estimated source energy demand. See full criterion for allowable sources. <b>Option 1:</b> For percentage of total project energy consumption provided by renewable energy. OR <b>Option 2:</b> For percentage of common area meter energy consumption provided by renewable energy.
	No	1-5		
	No	24		<b>5.4 Achieving Zero Energy</b> <b>[Automatic Qualification for Enterprise Green Communities Certification Plus]</b> (Not available for projects following Criterion 5.2a, 5.2b, 5.3a, or 5.3b.) Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Achieve Zero Energy performance through one of the following options: <b>Option 1:</b> Certify each building in the project to DOE Zero Energy Ready Home program or PHI Plus AND Either install renewables and/or procure renewable energy, which in sum will produce as much, or more, energy in a given year than the project is modeled to consume. OR <b>Option 2:</b> Certify each building in the project in a program that requires zero energy performance such as PHIUS+ Source Zero, PHI Plus, PHI Premium, ILFI, Zero Energy Petal, Zero Carbon Petal, or Living Building Certification.
	No	5 max		<b>5.5a Moving to Zero Carbon: All-Electric Ready</b> (Not available for projects following Criterion 5.5b) Ensure the project has adequate electric service and has been designed and wired to allow for a seamless switch to electricity as a fuel source in the future for the following uses: space heating [1 point], space cooling [1 point], water heating (DHW) [1 point], clothes dryers [1 point], equipment for cooking [1 point].
	15	15	15	<b>5.5b Moving to Zero Carbon: All Electric</b> (Not available for projects following Criterion 5.5a) No combustion equipment used as part of the building project; the project is all-electric.
Yes		M		<b>5.6 Sizing of Heating and Cooling Equipment</b> (Mandatory for Substantial and Moderate Rehabs that include replacement of heating and cooling equipment. Not relevant for projects following 5.1a, 5.2b, or 5.4.) Size and select heating and cooling equipment in accordance with ACCA manuals J and S OR in accordance with the ASHRAE Handbook of Fundamentals
Yes		M		<b>5.7 ENERGY STAR Appliances</b> (Mandatory for Substantial and Moderate Rehabs providing appliances. Not relevant for projects following 5.1a, 5.2b, or 5.4.) Install ENERGY STAR clothes washers, dishwashers, and refrigerators. If appliances will not be installed or replaced at this time, specify that at the time of installation or replacement, ENERGY STAR models must be used via Criterion 8.1 and Criterion 8.4.
Yes		M		<b>5.8 Lighting</b> (Mandatory for all lighting within New Construction and Substantial Rehab projects. Mandatory for new lighting in Moderate Rehab projects.) Follow the guidance for high-efficacy permanently installed lighting and other characteristics for recessed light fixtures, lighting controls, lighting power density, and exterior lighting.
	No	8		<b>5.9 Resilient Energy Systems: Floodproofing</b> (Not relevant for Rehab projects in Special Flood Hazard Areas) Conduct floodproofing of lower floors, including perimeter floodproofing (barriers/shields). Design and install building systems as specified by the full criterion so that the operation of those systems will not be grossly affected in case of a flood.
	No	8		<b>5.10 Resilient Energy Systems: Critical Loads</b> Loads Provide emergency power to serve at least three critical energy loads as described by the full criterion. <b>Option 1:</b> Islandable PV system OR <b>Option 2:</b> Efficient generator
			<b>CRITERIA 5 SUBTOTAL</b>	
			5 of 5 Mandatory Criteria	
			Optional Points	
			15	

YES / NO	OPTIONAL POINTS	6. MATERIALS		
	No	8 max		<b>6.1 Ingredient Transparency for Material Health</b> Install products that have publicly disclosed inventories characterized and screened to 1,000 ppm or better: • 1 point per 5 installed Declare or HPD products from at least three different product categories • 1 point per 2 installed Declare or HPD products in any of these categories: adhesives, sealants, windows • 1 point per each product with third-party verified HPD or third-party verified Declare label • 2 points per each product with third-party verified HPD or third-party verified Declare label in any of these categories: adhesives, sealants, windows
	No	3 max		<b>6.2 Recycled Content and Ingredient Transparency</b> Use building products that feature, and disclose, their recycled content. The building product must make up 75% by weight or cost of a project category for the project and be composed of at least 25% post-consumer recycled content.
	No	8 max		<b>6.3 Chemical Hazard Optimization</b> Install products that have third-party verification of optimization to 100 ppm or better per the options listed within the full criterion.
Yes	No	M		<b>6.4 Healthier Material Selection</b> Select all interior paints, coatings, primers, and wallpaper; interior adhesives and sealants; flooring; insulation; and composite wood as specified. Optional points also available.
	No	15 max		<b>6.5 Environmentally Responsible Material Selection</b> Select concrete, steel, or insulation with a publicly disclosed EPD [3 points], install a green or cool roof [3 points], use reflective paving [3 points], and/or use FSC certified wood [3 points]. Refer to criterion for specifics.
Yes		M		<b>6.6 Bath, Kitchen, Laundry Surfaces</b> (Mandatory for New Construction and Substantial Rehab. Moderate Rehabs that do not include work in the shower and tub areas are exempt from the shower and tub enclosure requirement.) Use materials that have durable, cleanable surfaces throughout bathrooms, kitchens, and laundry rooms. Use moisture-resistant backing materials per ASTM # D 6329 or 3273 behind tub/shower enclosures, apart from one-piece fiberglass enclosures which are exempt.
	No	4 max		<b>6.7 Regional Materials</b> Use products that were extracted, processed, and manufactured within 500 miles of the project for a minimum of 90%, based on weight or on cost, of the amount of the product category installed. Select any or all of these options (every two compliant materials can qualify for 1 point): • Framing Cladding (e.g. siding, masonry, roofing) • Flooring Concrete/cement and aggregate • Drywall/interior sheathing
Yes		M		<b>6.8 Managing Moisture: Foundations</b>

Yes

M

(Mandatory for all New Construction projects and all Rehab projects with either basement and/or crawl space foundations)  
Install capillary breaks and vapor retarders that meet specified criteria appropriate for the foundation type.

Yes

No

M

### 6.9 Managing Moisture: Roofing and Wall Systems

(Mandatory for all Rehab projects that include deficiencies in or include replacing particular assemblies called out below. New Construction projects are considered compliant per Criterion 5.1.)  
Provide water drainage away from walls, window, and roofs by implementing the list of techniques.

6 max

### 6.10 Construction Waste Management

(6 max) Develop and implement a waste management plan that reduces non-hazardous construction and demolition waste through recycling, salvaging, or diversion strategies through one of the three options. Achieve optional points by going above and beyond the requirement.

No

2

### 6.11 Recycling Storage

For projects with municipal recycling infrastructure and/or haulers, provide separate bins for the collection of trash and recycling for each dwelling unit and all shared community rooms.

OR

For projects without that infrastructure, advocate to the local waste hauler or municipality for regular collection of recyclables.

#### CRITERIA 6 SUBTOTAL

5 of 5 Mandatory Criteria

Optional Points

0

YES / NO

OPTIONAL POINTS

## 7. HEALTHY LIVING ENVIRONMENT

Yes

M

### 7.1 Radon Mitigation

(Mandatory for New Construction and Substantial Rehab)

For New Construction in EPA Zone 1 areas, install passive radon-resistant features below the slab and a vertical vent pipe with junction box within 10 feet of an electrical outlet in case an active system should prove necessary in the future. For Substantial Rehab projects in EPA Zone 1, test before and after the retrofit and mitigate per the specified protocols.

No

M

### 7.2 Reduce Lead Hazards in Pre-1978 Buildings

(Mandatory for Substantial Rehab of Buildings Constructed Before 1978)

Conduct lead risk assessment or inspection to identify lead hazards. Control identified lead hazards using lead abatement or interim controls, using lead-safe work practices that minimize and contain dust.

Yes

M

### 7.3 Combustion Equipment

**For New Construction and Rehab projects:** Specify power-vented or direct-vent equipment when installing any new combustion appliance for space or water heating that will be located within the conditioned space. If there are any combustion appliances within the conditioned space, install one hard-wired carbon monoxide (CO) alarm with battery backup function for each sleeping zone, placed per National Fire Protection Association (NFPA) 72.

**For Rehabs:** If there is any combustion equipment located within the conditioned space for space or water heating that is not power-vented or direct-vent and that is not scheduled for replacement, conduct combustion safety testing prior to and after the retrofit; remediate as indicated.

Yes

M

### 7.4 Garage Isolation

- Provide a continuous air barrier between the conditioned space and any garage space to prevent the migration of any contaminants into the living space. Visually inspect common walls and ceilings between attached garages and living spaces to ensure that they are air-sealed before insulation is installed.

- Do not install ductwork or air handling equipment for the conditioned space in a garage.

- Fix all connecting doors between conditioned space and garage with gaskets or make airtight.

- Install one hard-wired CO alarm with battery backup function for each sleeping zone of the project, placed per NFPA 72 unless the garage is mechanically ventilated or an open parking structure.

Yes

M

### 7.5 Integrated Pest Management

Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate nontoxic sealing methods to prevent pest entry.

Yes

10

M

### 7.6 Smoke-Free Policy

(Mandatory and Optional)

**Mandatory:** Implement and enforce a smoke-free policy in all common areas and within a 25-foot perimeter around the exterior of all residential buildings. Lease language must prohibit smoking in these locations and provide a graduated enforcement policy. Make the smoke-free policy readily available.

10

10 **Optional:** Expand the policy above to include all indoor spaces in the property.

Yes

No

M

### 7.7 Ventilation

(Mandatory for New Construction and Substantial Rehab; Optional for Moderate Rehab)

For each dwelling unit in full accordance with ASHRAE 62.2-2010, install:

- A local mechanical exhaust system in each bathroom [3 points if Moderate Rehab]

- A local mechanical exhaust system in each kitchen [3 points if Moderate Rehab]

- A whole-house mechanical ventilation system [3 points if Moderate Rehab]

Verify these flow rates are either within +/- 15 CFM or +/- 15% of design value.

For each multifamily building of four or more stories, in full accordance with ASHRAE-162.1-2010, install:

- A mechanical ventilation system for all hallways and common spaces [3 points if Moderate Rehab]

For all project types, in addition to the above requirements:

- All systems and ductwork must be installed per manufacturer's recommendations

- All bathroom fans must be ENERGY STAR-labeled and wired for adequate run-time.

- If using central ventilation systems with rooftop fans, each fan must be direct-drive and variable-speed with speed controller mounted near the fan. Fans with design CFM 300-2000 must also have an ECM motor.

12 max

Yes

No

M or 5

### 7.8 Dehumidification

(Mandatory for properties in Climate Zones 1A, 2A, 3A, and 4A following Criterion 5.2a, 5.2b, or 5.4. Optional for all other properties.)

**Option 1:** Design, select, and install supplemental dehumidification equipment to keep relative humidity

OR

**Option 2:** Equip all dwelling units with dedicated space, drain, and electrical hook-ups for permanent supplemental dehumidification systems to be installed if needed and install interior RH monitoring equipment as described.

No

3

### 7.9 Construction Pollution Management

**Option 1:** Earn the EPA Indoor airPlus label

OR

**Option 2:** In all dwelling units, seal all heating, cooling, and ventilation return and supply floor ducts and returns throughout construction to prevent construction debris from entering. Flush all dwelling units after completion of construction and prior to occupancy for either 48 hours or with at least 14,000 ft<sup>3</sup> per ft<sup>2</sup> of floor area, then replace all air handling equipment filters.

No

3

### 7.10 Noise Reduction

**Option 1:** Test and demonstrate that noise levels in bedrooms meet 30 dB LAeq (continuous) and 45 dB LAmx, (single sound).

OR

**Option 2:** Provide a noise abatement plan specific to the site covering general noise mitigation techniques in accordance with 24 CFR 51B.

OR **Option 3:** Ensure all exterior wall and party wall penetrations are sealed with acoustical sealant, all party walls and floor/ceiling assemblies have an STC rating of at least 55, and exterior windows and doors in projects near a significant exterior noise source have an STC rating of at least 35

Yes	8	<p><b>7.11 Active Design: Promoting Physical Activity</b>  <i>(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)</i>  <b>Option 1:</b> Encouraging Everyday Stair Usage (buildings that include stairs as the only means to travel from one floor to another are not eligible for this option.) Provide a staircase that is accessible and visible from the main lobby and is visible within a 25-foot walking distance from any point in the lobby per the specifications listed. Place point-of-decision signage.  OR  <b>Option 2:</b> Activity Spaces. Provide on-site dedicated recreation space with exercise or play opportunities for adults and/or children that is open and accessible to all residents; see criterion for specifics.</p>
No	8	<p><b>7.12 Beyond ADA: Universal Design</b>  <i>(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)</i>  Select and implement at least one of the Options with at least three different strategies in at least 75% units.  <b>Option 1:</b> Create welcoming and accessible spaces that encourage equitable use and social connections.  <b>Option 2:</b> Create spaces that are easy and intuitive to use and navigate.  <b>Option 3:</b> Promote safety and create spaces that allow for human error.  <b>Option 4:</b> Create spaces that can be accessed and used with minimal physical effort.  <b>Option 5:</b> Create spaces with the appropriate size and space to allow for use, whatever the user's form of mobility, size, or posture.</p>
8	8	<p><b>7.13 Healing-Centered Design</b>  <i>(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)</i>  Select and implement at least two of the Options with at least two different strategies listed in at least 75% units.  <b>Option 1:</b> Provide an environment that promotes feelings of real and perceived safety.  <b>Option 2:</b> Create flexible spaces that allow for personalization and/or manipulation to meet individual and community needs.  <b>Option 3:</b> Connect residents and staff to a living landscape and the natural environment.  <b>Option 4:</b> Utilize art and culture in project design and programming and promote social connectedness.</p>
<b>CRITERIA 7 SUBTOTAL</b>		
	<b>18</b>	7 of 8 Mandatory Criteria Optional Points

YES / NO	OPTIONAL POINTS	<b>8. OPERATIONS, MAINTENANCE + RESIDENT ENGAGEMENT</b>
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Yes	M	<p><b>8.1 Building Operations &amp; Maintenance Manual and Plan</b>  <i>(For all Multifamily projects)</i>  Develop a manual with thorough building operations and maintenance (O&amp;M) guidance and a complementary plan. The manual and plan should be developed over the course of the project design, development, and construction stages, and should include sections/chapters addressing the list of topics.</p>
Yes	M	<p><b>8.2 Emergency Management Manual</b>  <i>(For all Multifamily projects)</i>  Provide a manual on emergency operations targeted toward operations and maintenance staff and other building-level personnel. The manual should address responses to various types of emergencies, leading with those that have the greatest probability of negatively affecting the project. The manual should provide guidance as to how to sustain the delivery of adequate housing throughout an emergency and cover a range of topics, including but not limited to:  • communication plans for staff and residents  • useful contact information for public utility and other service providers  • infrastructure and building, "shutdown" procedures  • plan for regular testing of backup energy systems, if these exist</p>
Yes	M	<p><b>8.3 Resident Manual</b>  Provide a guide for homeowners and renters that explains the intent, benefits, use, and maintenance of their home's green features and practices. The Resident Manual should encourage green and healthy activities per the list of topics.</p>
Yes	M	<p><b>8.4 Walk-Throughs and Orientations to Property Operation</b>  Provide a comprehensive walk-through and orientation for all residents, property manager(s), and buildings operations staff.</p>
Yes	M	<p><b>8.5 Energy and Water Data Collection and Monitoring</b>  For rental properties, upload project energy and water performance data in an online utility benchmarking platform annually for at least five years from time of construction completion per one of the four methods provided; grant Enterprise view access for that period. For owner-occupied units, collect and monitor utility data in a manner that allows for easy access and review.</p>
<b>CRITERIA 8 SUBTOTAL</b>		
	<b>0</b>	5 of 5 Mandatory Criteria Optional Points
<b>TOTAL</b>		
	<b>40</b>	40 of 40 Mandatory Criteria Optional Points



**TITLE:** Consideration and Possible Approval of Planning Resolution 04-2026, A Planning Resolution Approving the Landscaping Special Exception Request, for property at 985 South Main, Moab, Utah 84532

**DISPOSITION:** Discussion and possible action

**PRESENTER/S:** Johanna Blanco, Associate Planner

**ATTACHMENT/S:**

- Exhibit 1: Draft Planning Resolution 04-2026
- Exhibit 2: Vicinity Map
- Exhibit 3: Landscape Plans
- Exhibit 4: Request Letter

**STAFF RECOMMENDATION:** Approve Moab Planning Resolution 04-2026, with or without modifications

**OTHER OPTIONS:** Continue or table action to a later meeting with specific direction to City Staff and Applicant as to additional information needed to make a decision, or Deny the Special Exception Application, giving specific findings for decision.

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**RECOMMENDED MOTION:** I move that the City of Moab Planning Commission Approve Planning Resolution 04-2026, A Planning Resolution Approving the Landscaping Special Exception Request, for property at 985 S Main Street, Moab, Utah 84532.

**SUMMARY:**

**Background:**

Sariah Beckman (“Applicant”) submitted an application for approval for special exception to the Moab Municipal Code (MMC) 17.10.040.A.1.b, for property located at 985 South Main, within the C-4 General Commercial Zone. The special exception application was deemed complete and submitted for Planning Commission review on February 3<sup>rd</sup>, 2026.

**Project Summary:**

The gas station is remodeling and expanding their freezer which triggered a General Landscaping Plan, MMC 17.10.060.C.2.

**Project Description:** All landscaping requirements are met, except for the street tree requirement of MMC 17.10.040.A.1.b.

**Process:** Special Exception Request to Landscaping Standards is approved by the Planning Commission



## MOAB CITY PLANNING COMMISSION AGENDA

February 12, 2026

**Request:** The following Special Exception to the *Moab City Required Landscaping*:

1. A Special Exception to provide an exception for 6 of the required 19 street trees. 13 trees are existing or will be provided on 400 East Street and Main Street.

### **Analysis:**

The applicant submitted a site plan showing 13 Street Trees. Given the 774-foot frontage on 400 East Street and Main Street, 19 Street Trees are required. MMC 17.10.040 A.1.b.i. states "i. A minimum of one tree for every forty linear feet of street frontage is required in the right-of-way or adjacent to the private street, except as outlined in this section.

There are constraints on the placement of trees that may make planting the required number not feasible.

MMC 17.10.040.A.1.b.vii. Trees may not be planted in a way that interferes with public safety, including the visibility of pedestrians, oncoming traffic, traffic control devices, or regulatory signs.

- (A) Planting within ten feet of another tree, building, fence, streetlight, water infrastructure, wastewater infrastructure, storm water infrastructure, wet utility easement, alley, driveway, or fire hydrant is not permitted.
- (B) Planting within twenty feet of stop signs is not permitted.
- (C) Planting within twenty-five feet of streetlights is not permitted.
- (D) Planting in the corner triangle formed by the first thirty feet along the right-of-way in each direction from the corner is not permitted.

The Planning Commission may grant an exception when to the landscaping standards when practical difficulties or unnecessary hardships exist that cause inconsistencies with the purpose and intent of the standards.

Alternatively, MMC 17.10.040.A.1.b.ix states that In cases where neither the right-of-way nor private property can meet the standards of this section, the permittee shall sign an agreement to plant or compensate the city for the planting of each affected required tree.

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### **RELEVANT LAWS, STUDIES & PLANS:**

The applicant is seeking an exception under MMC 17.10.040.A.1.b.i. A minimum of one tree for every forty linear feet of street frontage is required in the right-of-way or adjacent to the private street except as outlined in this section.

**RESPONSIBLE DEPARTMENT:** Planning, Sustainability

**FINANCIAL IMPACT:** N/A

**CITY OF MOAB PLANNING RESOLUTION NO. 04-2026**

**A RESOLUTION APPROVING THE LANDSCAPING SPECIAL EXCEPTION REQUEST, FOR PROPERTY LOCATED AT 985 SOUTH MAIN, MOAB, UTAH 84523**

**WHEREAS**, Sariah Beckman (“Applicant”) submitted an application for special exception to the Moab Municipal Code (MMC) 17.27.040 General Standards on February 3<sup>rd</sup>, 2026, for property located at 985 South Main, within the C-4 General Commercial; and

**WHEREAS**, the Applicant provided the City of Moab with the necessary documents and plans to complete the application for the requested Landscape Standards Exception, to allow an exception of 6 (six) Street Trees; and

**WHEREAS**, the regulations requiring these standards are located in MMC 17.27.040(A), and the regulations permitting exception requests are located in MMC 17.10.070(D)(1); and,

**WHEREAS**, the proposed use is allowed for the properties located in the C-4 General Commercial Zone; and

**WHEREAS**, the City Council has provided for special exceptions to the MMC 17.10 Landscape Standards to be approved by the Planning Commission (Commission) as found in MMC 17.10.070(D); and

**WHEREAS**, the Commission reviewed the required documents, plans and recommendation prepared by City Staff in a public meeting held on February 12<sup>th</sup>, 2026; and

**WHEREAS**, following the consideration of the technical aspects of the pertinent code sections, the City of Moab Planning Commission, pursuant to Planning Resolution No. 4-2026, hereby finds, that the 985 South Main Landscaping Special Exception Request sufficiently meets the criteria for consideration of approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOAB PLANNING COMMISSION**, that the request for exception to the Landscape Standards for the property located at 985 South Main, Moab, Utah 84532, is hereby APPROVED.

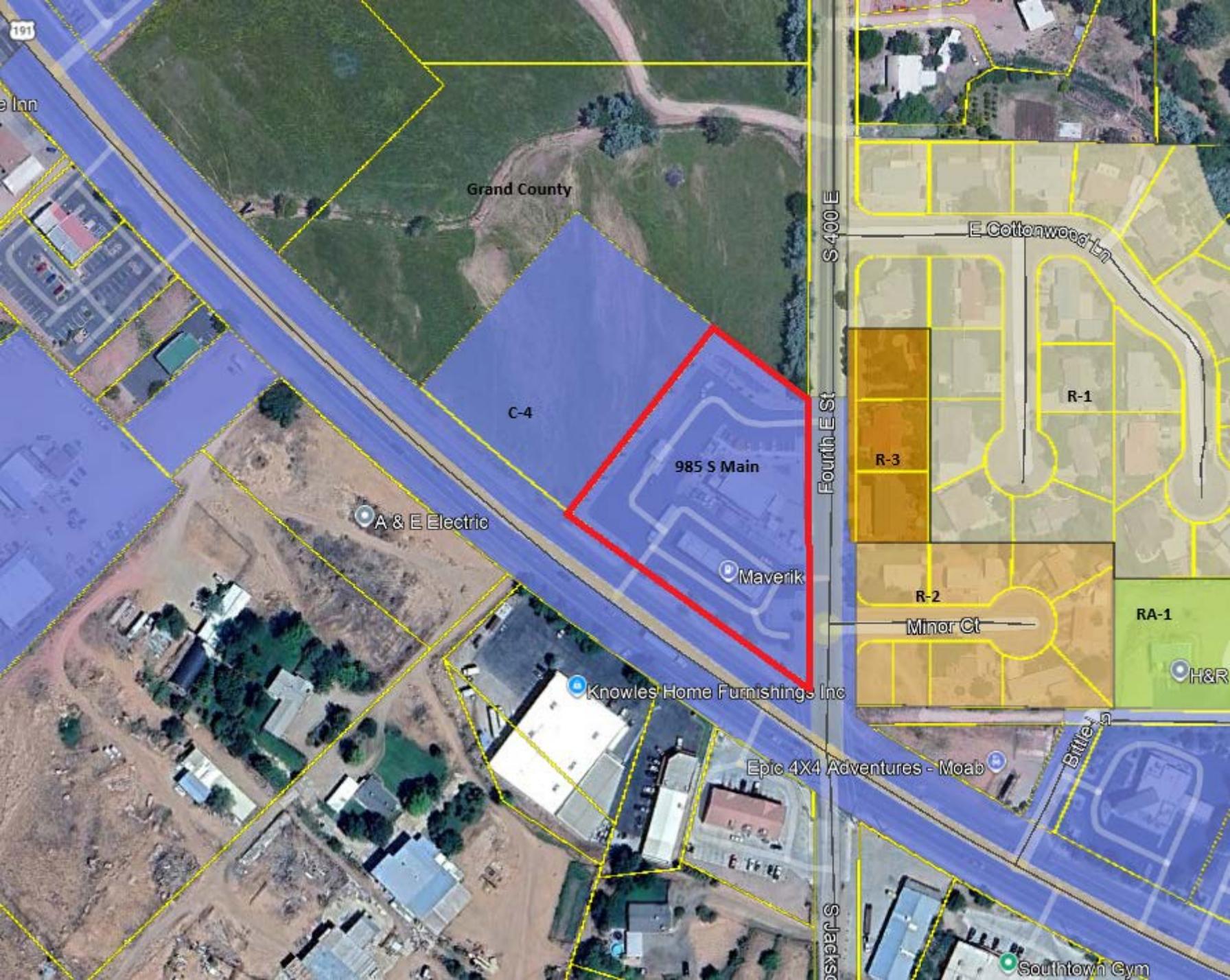
**PASSED AND APPROVED** in an open meeting of the Planning Commission by a majority vote of the Governing Body of Moab Planning Commission on February 12<sup>th</sup>, 2026.

---

Kya Marienfeld, Chair

---

Date



191

e Inn

Grand County

C-4

985 S Main

A & E Electric

Maverik

Knowles Home Furnishings Inc

Epic 4X4 Adventures - Moab

S 400 E

Fourth E St

S Jackson

E Cottonwood Ln

R-1

R-3

R-2

RA-1

Minor Ct

H&R

Brittle Ln

Southtown Gym





185 SOUTH STATE STREET  
SUITE 800  
SALT LAKE CITY, UT 84111  
801-936-5557 | MAVERIK.COM

# Project Narrative

Moab, UT

We are proposing an expanded freezer to allow our food service team to better serve our customers at Maverik #341 located at 985 US-191, Moab, UT 84532. Please see our responses to the questions below.

What type of service will it provide to Moab City?

The proposed expanded freezer storage will allow Maverik to better provide food for customers.

Is the proposed use consistent with the current zoning district?

The proposed expanded freezer storage will not change the use.

Is the proposed use suitable for the proposed site?

Yes, the proposed expanded freezer does not change the use.

Will the proposed use emit noise, glare dust, pollutants, and odor?

No, the proposed expanded freezer will not emit any noise or particulate matter.

What will be the hour of operation and how many people will be employed?

The current 24-hour store schedule will remain unchanged.

UPDATE: Why additional trees cannot be feasibly added to the lot:

The project at 985 S Highway 191 is located along a highly trafficked arterial corridor with significant daily vehicle movements, frequent turning activity, and limited internal stacking space. The parcel is also irregular in shape, which constrains circulation, sight lines, and available planting areas.

Due to these site conditions, the addition of the required number of trees would obstruct visibility for both motorists and customers entering and exiting the site. Reduced sight distance along Highway 191 and at driveway access points would create a safety concern by limiting drivers' ability to clearly see oncoming traffic, pedestrians, and bicyclists.

Additionally, tree placement within the limited landscaped areas would interfere with operational circulation and compromise clear views of the site, which are critical for customer wayfinding.



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SUITE 800  
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801-936-5557 | MAVERIK.COM

and overall site safety. Maintaining unobstructed visibility is particularly important given the high traffic volumes and the nature of the surrounding roadway environment. For these reasons, we respectfully request an exception to the tree planting requirement. The proposed site design prioritizes safety, clear visibility, and efficient circulation while still meeting the intent of the code through alternative landscaping and site improvements that are better suited to the unique constraints of this property.



**TITLE:** Consideration and Possible Approval of Planning Resolution No. 05-2026, A Planning Resolution Approving the Parking Special Exception Request, for (1) one parking space, for the Bonjour Eating Establishment Expansion on Property Located at 59 S Main Street, Moab, UT 84532.

**DISPOSITION:** Discussion and possible action

**PRESENTER/S:** Johanna Blanco, Associate Planner

**ATTACHMENT/S:**

Exhibit 1: Draft Planning Resolution No. 00-2025

Exhibit 2: Vicinity Map

Exhibit 3: Proposed Architectural Plan

Exhibit 4: Narrative

**STAFF RECOMMENDATION:** Approve with or without modifications; or

**OTHER OPTIONS:** Continue or table action to a later meeting with specific direction to City Staff and Applicant as to additional information needed to make a decision; or Deny the Parking Special Exception Request, giving specific findings for decision.

---

**RECOMMENDED MOTION:** I move that the City of Moab Planning Commission Approve Planning Resolution No. 05-2025, A Planning Resolution Approving the Parking Special Exception Request, for (1) one parking space, for the Bonjour on Main Eating Establishment Change of Use on Property Located at 59 S Main Street, Moab, UT 84532.

**SUMMARY:**

The applicant, Courtney Kizer, on behalf of the owner of record, 57-59 S Main LLC (Ben Byrd), for 59 S Street, Moab UT 84532, submitted Special Exception Request Application for the Bonjour Eating Establishment Expansion on February 4, 2026. Following the Building permit review, it was determined that the proposed plans would require a change of use of 423 SF and parking exceptions from the Planning Commission to sufficiently meet development standards for the Change of Use in the C-3 Central Commercial Zone. The applicant and owner submitted sufficient materials requesting consideration of the Parking Special Exception Request. At this time the request for Parking Special Exception has been submitted for review by the Moab City Planning Commission, on February 12, 2026.

**Project Description:**

Location: 59 S Main Street, Moab UT 84532

Property Owner: 57-59 S Main, LLC

Applicant: Courtney Kizer

Parcel: 01-0B14-0005

Zoning: C-3 Central Commercial Zone

Proposed Use: Eating Establishment



## MOAB CITY COUNCIL AGENDA

February 12, 2026

Project Size: 423 sf change from Retail to Eating Establishment

### **Analysis:**

Bonjour is expanding into the next-door Gallery Moab.

MMC 17.09.220.L. Eating Establishment parking calculation: 1 space for every 200 SF of floor area

MMC 17.09.220.N. Retail parking calculation: 1 space for every 300 SF of floor area

423 SF is changing from Retail to Eating Establishment.

((With Expansion)  $423/200 = 2.12$ ) - ((Existing)  $423/300 = 1.41$ ) = 0.7 spaces

This request is for 1 space.

MMC 17.09.220.Q The Planning Commission shall consider how future use changes may affect the future parking needs of the development.

### **Recommendation**

City Staff recommends, based on the future development of this lot and customer type as outlined in the provided narrative, that the Planning Commission consider the request for the exception for 1 parking space.

---

### **RELEVANT LAWS, STUDIES & PLANS:**

MMC 17.09.220 and 230

### **RESPONSIBLE DEPARTMENT:**

Planning

### **FINANCIAL IMPACT:**

N/A

**CITY OF MOAB PLANNING RESOLUTION NO. 05-2026**

**A PLANNING RESOLUTION APPROVING THE PARKING SPECIAL EXCEPTION REQUEST FOR THE BONJOUR EATING ESTABLISHMENT EXPANSION ON PROPERTY LOCATED AT 59 SOUTH MAIN STREET, MOAB, UT 84532.**

**WHEREAS**, the following describes the intent and purpose of this resolution:

- a. The Applicant, Ben Byrd, representative for the Owner of record, 57-59 S Main, LLC, for property located at 59 South Main Street, Moab, Utah 84532, has requested approval for Parking Special Exception for parking requirements as outlined in the Moab Municipal Code (MMC) 17.09.220 through Planning Resolution No. 00-2026, for the submitted Bonjour Eating Establishment Change of Use; and
- b. The Applicant has furnished a site plan and description of the property located at 59 South Main Street, Moab Utah, 84532; Parcel 01-0B14-0005; and
- c. The City adopted Supplementary Requirements and Procedures Applicable within Zones, in addition to the Site Plan Review regulations, in order to promote the health, safety and the general public welfare of the residents of the City by establishing standards for development in zones including the C-3 Central Commercial Zone, of which regulate Off-Street Parking and Loading – Number of Spaces & Location and Control of Facilities; and
- d. Upon review, the proposed Building Permit would require accommodations through the available conditions for Special Exception to Parking Requirements and Replacement of Existing Buildings, procedures as outlined in the MMC Chapter 17.09, in order to attain sufficient compliance of standards; and
- e. Based on the available provisions outlined in the MMC conditions for parking accommodations in the C-3 Central Commercial zone, the applicant proposes the request for the parking special exception, such that, of (1) one parking space shall be approved for exception by Planning Resolution No. 05-2026; and
- f. The Moab Planning Commission reviewed the request and submittal materials for Special Exceptions to the Parking Requirements, through Planning Resolution No. 05-2026 for the Bonjour on Main Eating Establishment Change of Use Application in a regularly scheduled meeting held on February 12, 2026; and
- g. Following the consideration of the technical aspects of the pertinent code sections, the Moab Planning Commission, pursuant to Planning Resolution No. 05-2026, hereby finds, that all applicable provisions of the Moab Municipal Code have or can be met.

**NOW, THEREFORE, BE IT RESOLVED BY THE MOAB PLANNING COMMISSION**, the application for the Special Exception to the Parking Requirements, for the Bonjour Eating Establishment Change of Use is hereby APPROVED.

PASSED AND APPROVED in an open meeting of the Planning Commission by a majority vote of the Governing Body of Moab Planning Commission on February 12, 2026.

SIGNED: \_\_\_\_\_  
Kya Marienfeld, Chair



S Highway 191

S Main St



S Main St

Moab  
Information  
Center

C-3

59 S Main



S 100 E

S 100 E

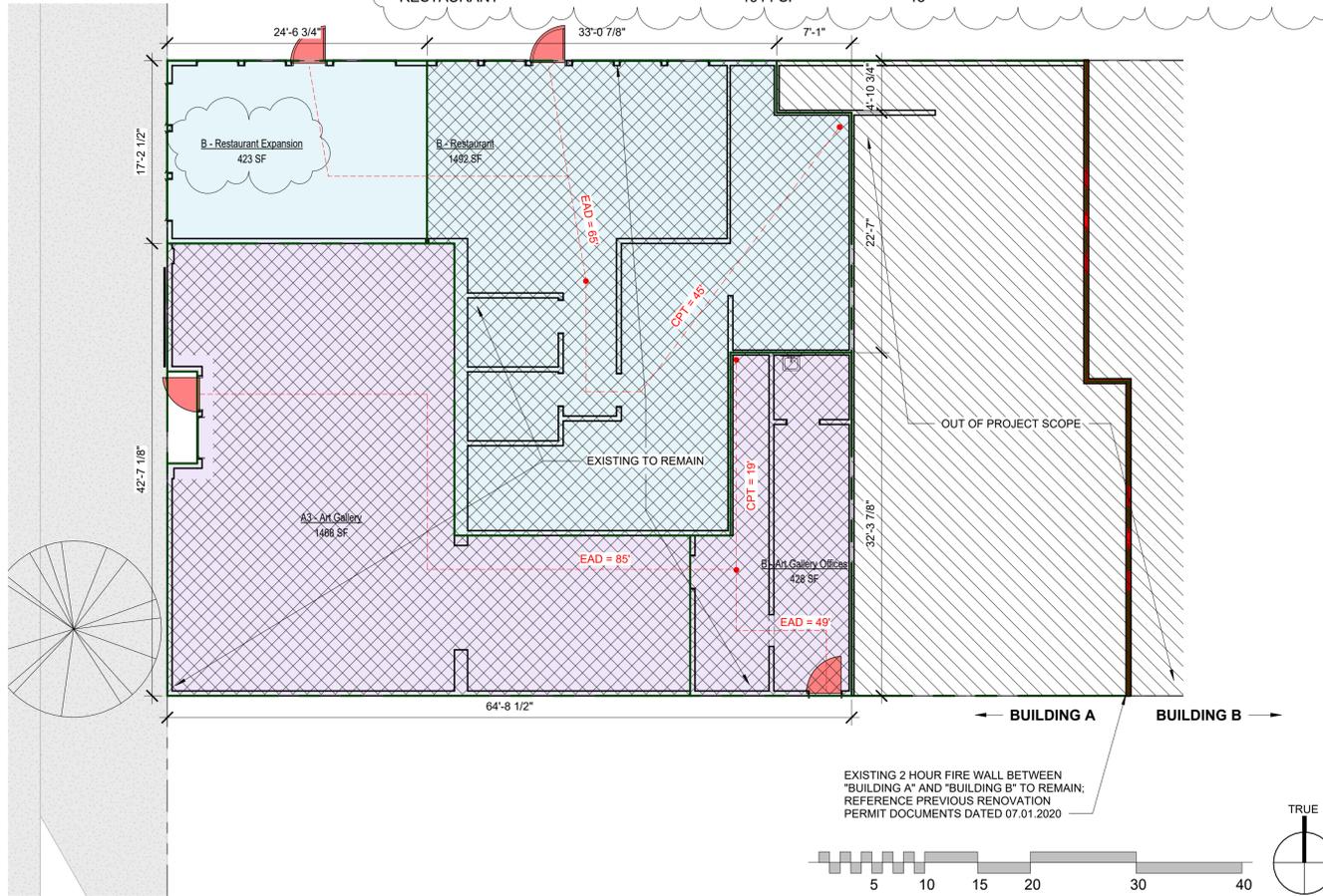
NOT FOR CONSTRUCTION

## AREA ANALYSIS

### Area Types

- ART GALLERY
- RESTAURANT

BUILDING A AREA SCHEDULE						
Sort Order	Name	Area	Occupant Load	Total Occupants	Parking	Parking Load (Moab LUC 17.09.220)
ART GALLERY	B - Art Gallery Offices	428 SF	150	3	NO CHANGE	1 SPACE / 200 SF
ART GALLERY	A3 - Art Gallery	1468 SF	30	49	NO CHANGE	1 SPACE / 200 SF
ART GALLERY		1896 SF		52		
RESTAURANT	B - Restaurant	1492 SF	150	10	NO CHANGE	1 SPACE / 300 SF
RESTAURANT	B - Restaurant Expansion	423 SF	150	3	INCREASE OF .7 SPACES	INCREASE FROM 1 SPACE / 200 SF TO 1 SPACE / 300 SF
RESTAURANT		1914 SF		13		



## GENERAL NOTES

- A. THE CONTRACT DOCUMENTS CONSIST OF THE AGREEMENT, THE GENERAL NOTES, THE SPECIFICATION AND THE DRAWINGS, WHICH ARE COOPERATIVE AND CONTINUOUS. WORK INDICATED OR REASONABLY IMPLIED IN ANY ONE OF THE DOCUMENTS SHALL BE SUPPLIED AS THOUGH FULLY COVERED IN ALL. ANY DISCREPANCY BETWEEN THE DIFFERENT PARTS SHOULD BE REPORTED TO THE ARCHITECT IMMEDIATELY.
- B. ALL WORK, MATERIALS AND ASSEMBLIES SHALL COMPLY WITH ALL STATE AND LOCAL CODES, ORDINANCES AND REGULATIONS. THE CONTRACTOR, SUBCONTRACTORS AND JOURNEYMEN OF THE APPROPRIATE TRADES SHALL PERFORM WORK TO THE HIGHEST STANDARDS OF CRAFTSMANSHIP AND IN ACCORDANCE WITH AIA DOCUMENT A201-SECTION 3.
- C. THESE DOCUMENTS ARE INTENDED TO INCLUDE ALL LABOR MATERIALS, EQUIPMENT AND SERVICES REQUIRED TO COMPLETE ALL WORK DESCRIBED HEREIN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BRING TO THE ATTENTION OF THE ARCHITECT ANY CONDITIONS WHICH WILL NOT PERMIT CONSTRUCTION ACCORDING TO THE INTENTIONS OF THESE DOCUMENTS. IT IS THE RESPONSIBILITY OF THE ARCHITECT TO PROVIDE DETAILS AND / OR DIRECTIONS REGARDING DESIGN INTENT WHERE IT IS ALTERED BY EXISTING CONDITIONS OR WHERE NEGLECTED IN THE DOCUMENTS.
- D. THE BUILDING INSPECTOR SHALL BE NOTIFIED BY THE CONTRACTOR WHEN THERE IS NEED OF INSPECTION AS REQUIRED BY THE UNIFORM BUILDING CODE OR ANY LOCAL CODE OR ORDINANCE.
- E. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY AND CARE OF ADJACENT PROPERTIES DURING CONSTRUCTION FOR COMPLIANCE WITH FEDERAL AND STATE O.S.H.A. REGULATIONS, AND FOR THE PROTECTION OF ALL WORK UNTIL IT IS DELIVERED COMPLETED TO THE OWNER.
- F. ALL DIMENSIONS NOTED TAKE PRECEDENCE OVER SCALED DIMENSIONS. DIMENSIONS NOTED WITH "N.T.S." DENOTES NOT TO SCALE. DIMENSIONAL ERRORS SHOULD BE REPORTED TO THE ARCHITECT IMMEDIATELY.
- G. CONTRACTOR WILL ASSUME RESPONSIBILITY OF ITEMS REQUIRING COORDINATION AND RESOLUTION DURING THE BIDDING PROCESS.
- H. CONTRACTOR WILL ASSUME RESPONSIBILITY FOR SUBCONTRACTOR AND MATERIAL TAKE-OFFS.
- I. THE JOB SITE SHALL BE MAINTAINED IN A CLEAN AND ORDERLY CONDITION, FREE OF DEBRIS AND LITTER, AND SHALL NOT BE UNREASONABLY ENCUMBERED WITH ANY MATERIALS OR EQUIPMENT. EACH SUB-CONTRACTOR IMMEDIATELY UPON COMPLETION OF EACH PHASE OF WORK SHALL REMOVE HIS OR HER TRASH AND DEBRIS.
- J. MEANS OF EGRESS ILLUMINATION (IBC 1008):
  - A. PROVIDE ILLUMINATION LEVEL OF NOT LESS THAN 1 FOOT-CANDLE AT THE WALKING SURFACE AT ALL TIMES WHEN THE SPACE SERVED THE MEANS OF EGRESS IS OCCUPIED.
  - B. POWER SUPPLY TO BE PROVIDED BY PREMISES' ELECTRICAL SUPPLY. IN THE EVENT OF A POWER FAILURE, AN EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE THE AREAS REQUIRED PER IBC 1006.3 INCLUDING: CORRIDORS, EXIT ENCLOSURES, EXIT PASSAGEWAYS, INTERIOR EXIT DISCHARGE ELEMENTS AND EXTERIOR LANDINGS FOR EXIT DISCHARGE DOORWAYS.
  - C. REFER TO THE ELECTRICAL PLANS OR BIDDER/DESIGN PLANS FOR SYSTEM DESIGN.
- K. EXIT SIGNS (IBC 1013):
  - A. PROVIDE AN APPROVED EXIT SIGN AT ALL EXITS AND EXIT ACCESS DOORWAYS (FROM SPACE REQUIRING TWO EXITS) IN A LOCATION THAT IS READILY VISIBLE FROM ANY DIRECTION OF EGRESS TRAVEL. PLACE SIGNS SUCH THAT NO POINT IN CORRIDOR OR EXIT PASSAGEWAY IS MORE THAN 100 FT FROM THE NEAREST VISIBLE EXIT SIGN.
  - B. EXIT SIGNS SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED PER IBC 1013.5 AND 1013.6.
  - C. PROVIDE A TACTILE EXIT SIGN STATING "EXIT" AND COMPLYING WITH ICC A117.1 ADJACENT TO EACH DOOR TO AN AREA OF REFUGE, EXTERIOR AREA FOR ASSISTED RESCUE, EXIT STAIRWAY, EXIT RAMP, EXIT PASSAGEWAY AND/OR AN EXIT DISCHARGE.
- L. POSTING OF OCCUPANT LOAD (IBC 1004.9): EVERY ROOM OR SPACE THAT IS AN ASSEMBLY OCCUPANCY SHALL HAVE THE OCCUPANT LOAD OF THE SPACE POSTED IN A CONSPICUOUS PLACE NEAR THE MAIN EXIT OR EXIT ACCESS DOORWAY. POSTED SIGNS SHALL BE MAINTAINED. SEE OCCUPANCY & EGRESS PLANS FOR OCCUPANT LOADS.

### DEFINITIONS:

**SQUARE FOOT:** As defined by ANSI Z765-2003: Livable floor area as measured from exterior dimensions including thickness of all walls, interior and exterior, excluding fireplace bump-outs, mechanical spaces, garage spaces, and unfinished basement and/or attic space.

**GROSS SQUARE FOOT:** The floor area within the inside perimeter of the exterior walls of the building under consideration, exclusive of vent shafts and courts, without deduction for corridors, stairways, ramps, closets, the thickness of interior walls, columns or other features. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above. The gross floor area shall not include shafts with no openings or interior courts.

**NET SQUARE FOOT:** The actual occupied area not including unoccupied accessory areas such as corridors, stairways, ramps, toilet rooms, mechanical rooms and closets.

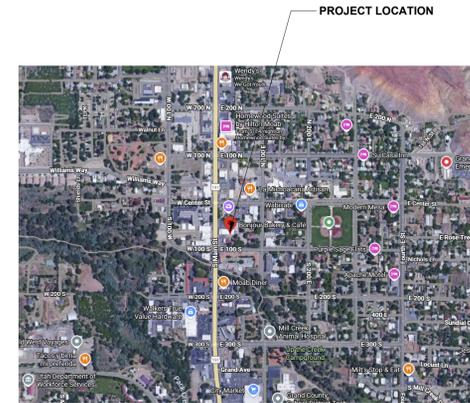
## PROJECT TEAM

**OWNER:**  
 BEN BYRD  
 853 RAINBOW ROAD  
 MOAB, UT 84532  
 435.259.9785  
 BENBYRDCONSTRUCTIONMOAB@GMAIL.COM

**ARCHITECT:**  
 ARCHITECTURAL SQUARED  
 301 S 400 E, STE 207  
 MOAB, UT 84532  
 512.656.1745  
 INFO@ARCH-SQUARED.COM

**CONTRACTOR:**  
 BEN BYRD CONSTRUCTION LLC  
 853 RAINBOW ROAD  
 MOAB, UT 84532  
 435.259.9785  
 BENBYRDCONSTRUCTIONMOAB@GMAIL.COM

## VICINITY MAP



## CODE & ZONING ANALYSIS

PARCEL I.D.: 01-0B16-0006  
 ZONING: C-3 CENTRAL COMMERCIAL ZONE  
 BUILDING DEPT: MOAB CITY (moab.municipal.codes/Code)  
 BUILDING DEPT PHONE: (435) 259-5129  
 CODE JURISDICTION: ALL UTAH STATE AMENDMENTS APPLY:  
 2021 INTERNATIONAL BUILDING CODE (2021 IBC)  
 2021 INTERNATIONAL PLUMBING CODE (2021 IPC)  
 2021 INTERNATIONAL MECHANICAL CODE (2021 IMC)  
 2021 INTERNATIONAL FUEL GAS CODE (2021 IFGC)  
 2020 NATIONAL ELECTRIC CODE (2020 NEC)  
 2021 INTERNATIONAL ENERGY CONSERVATION CODE FOR COMMERCIAL (2021 IECC)  
 2021 INTERNATIONAL EXISTING BUILDING CODE (2021 IEBEC)

	MINIMUM LOT AREA	MAXIMUM LOT COVERAGE	MAXIMUM HEIGHT
REQUIRED	N/A	N/A	40' MAX
ACTUAL	.53 ACRES	NO CHANGE	NO CHANGE

	PROPERTY SETBACKS		
	FRONT (ROAD)	SIDE	REAR
REQUIRED	N/A	N/A	N/A
ACTUAL	NO CHANGE	NO CHANGE	NO CHANGE

## FIRE RESISTANCE REQUIREMENTS

### CONSTRUCTION TYPE V-B TABLE 601, UNLESS NOTED OTHERWISE

STRUCTURAL FRAMING	0 HOUR
BEARING WALLS - EXTERIOR	0 HOUR
NON-BEARING WALLS - INTERIOR	0 HOUR
ROOF CONSTRUCTION	0 HOUR
SHAFT CONSTRUCTION (NO HOODS OR SHAFTS PROPOSED)	1 HOUR

### IEBC SECTION 1003:

FIRE PROTECTION REQUIREMENTS OF SECTION 1011 SHALL APPLY WHERE A BUILDING OR PORTIONS THEREOF UNDERGO A CHANGE OF OCCUPANCY CLASSIFICATION OR WHERE THERE IS A CHANGE OF OCCUPANCY WITHIN A SPACE WHERE THERE IS A DIFFERENT FIRE PROTECTION SYSTEM THRESHOLD REQUIREMENT PER CHAPTER 9 IBC.

### IEBC SECTION 1011.3:

SEPARATION FROM REST OF EXISTING BUILDING:  
 VERTICAL PARTITIONS N/A  
 HORIZONTAL ASSEMBLIES N/A

\*\*\*DUE TO NO OCCUPANCY CHANGE, THE IEBC WILL NOT REQUIRE A CHANGE OR IMPROVEMENT TO FIRE-SEPARATING ASSEMBLIES.

### SPRINKLER REQUIREMENTS A-3 (IBC 903.2.1.3):

1. THE FIRE AREA EXCEEDS 12,000 SQ/FT  
 PROJECT: FIRE AREA SQ FT = 1,896 SF  
**NO SPRINKLER REQ**
2. THE FIRE AREA HAS AN OCCUPANT LOAD >300 PAX  
 PROJECT: FIRE AREA OCCUPANT LOAD = 52 PAX  
**NO SPRINKLER REQ**
3. THE FIRE AREA IS LOCATED ON A FLOOR OTHER THAN A LEVEL OF EXIT DISCHARGE  
 PROJECT: LEVEL OF EXIT DISCHARGE = GROUND FLOOR  
**NO SPRINKLER REQ**

## BUILDING DEPARTMENT COMMENTS

	ART GALLERY	RESTAURANT
<b>OCCUPANCY</b>	A3: ART GALLERY (REF IBC 303.4)	B: DINING FACILITIES < 2500 SF (REF IBC 304.1)
<b>NUMBER OF EXITS</b>	TWO EXITS SHALL BE REQUIRED FROM ANY SPACE WHERE THE OCCUPANT LOAD EXCEED THE FOLLOWING VALUES PER IBC TABLE 1006.2.1: SEE EXITING PLANS THIS SHEET. (IBC 1006)	
	GROUP A3 = MAX 49 OCCUPANTS / PROJECT 52 OCCUPANTS TWO EXITS REQUIRED & PROVIDED FOR THIS SPACE	GROUP B = MAX 49 OCCUPANTS / PROJECT 13 OCCUPANTS ONLY ONE EXIT NOT REQUIRED FOR THIS SPACE
<b>COMMON PATH OF EGRESS TRAVEL</b>	GROUP A3 = 75 FT MAX W/OUT SPRINKLERS & OL>30 (IBC TABLE 1006.2.1) ACTUAL DISTANCE = 19 FT	GROUP B = 100 FT MAX W/OUT SPRINKLERS & OL<30 (IBC TABLE 1006.2.1) ACTUAL DISTANCE = 45 FT
<b>EXIT ACCESS TRAVEL DISTANCE</b>	GROUP A3 = 200 FT MAX W/OUT SPRINKLERS (IBC TABLE 1017.2) ACTUAL DISTANCE = 85 FT	GROUP B = 200 FT MAX W/OUT SPRINKLERS (IBC TABLE 1017.2) ACTUAL DISTANCE = 65 FT

## McSTIFFS PLAZA #1&2 RENO

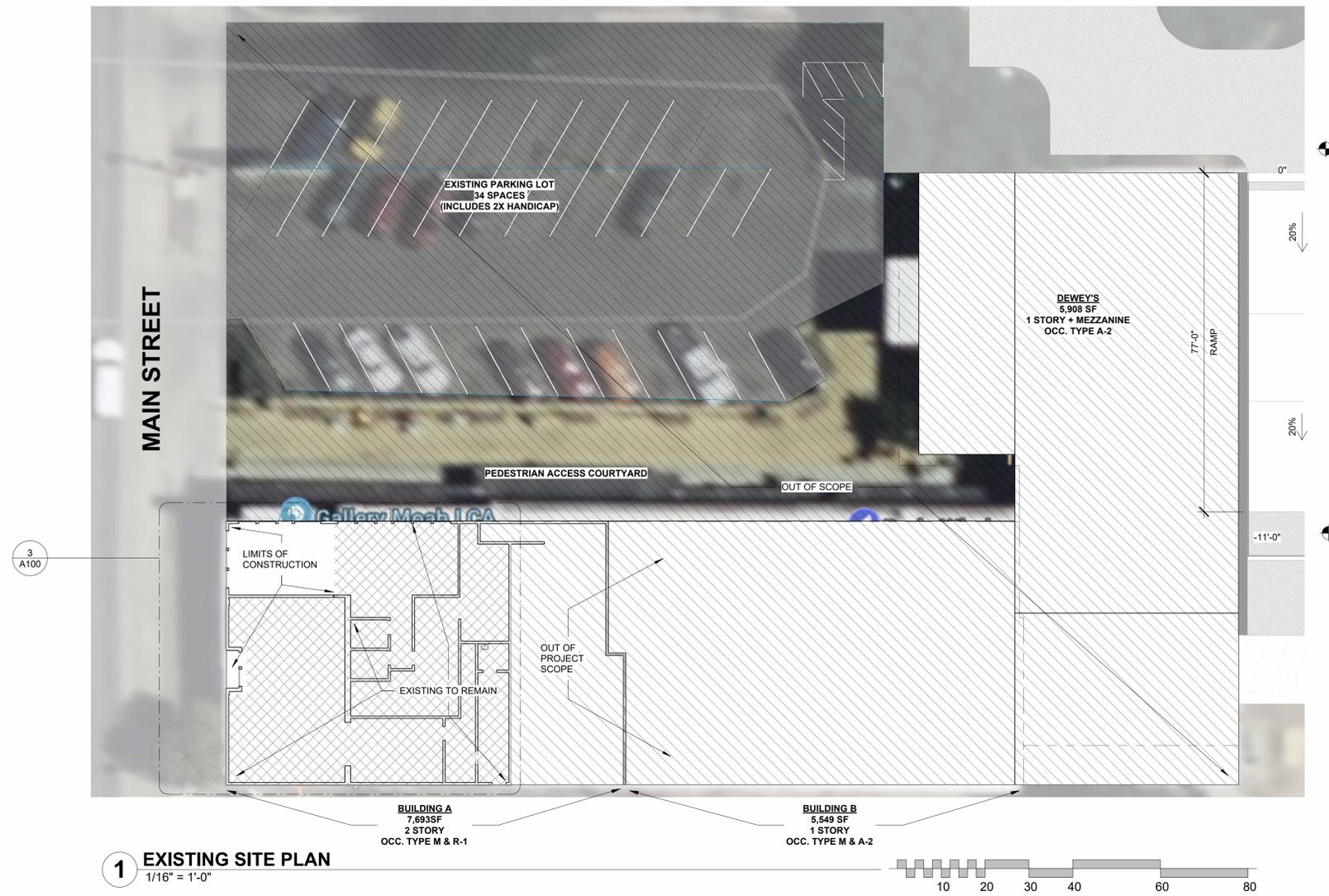
59 SOUTH MAIN STREET  
 SUITE #1 & #2  
 MOAB, UT 84532

**REVISIONS:**  
 25.11.07 PERMIT SET  
 26.02.04 PARKING EXCEPTION APPLICATION

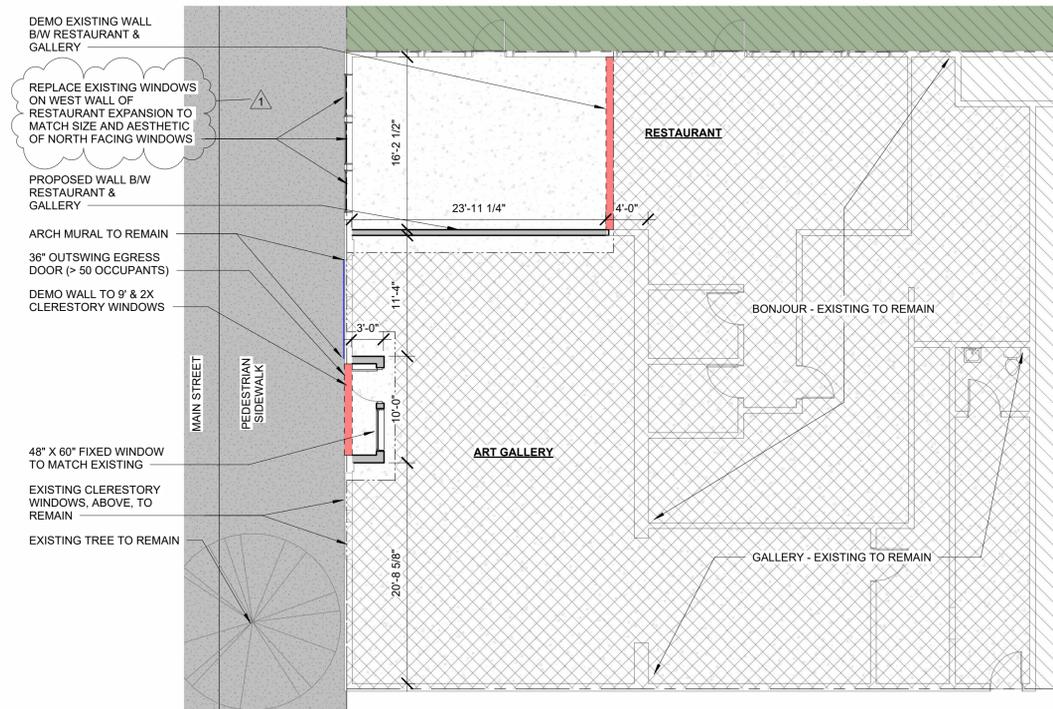
SHEET NAME SHEET NUMBER

**COVER SHEET** **A000**

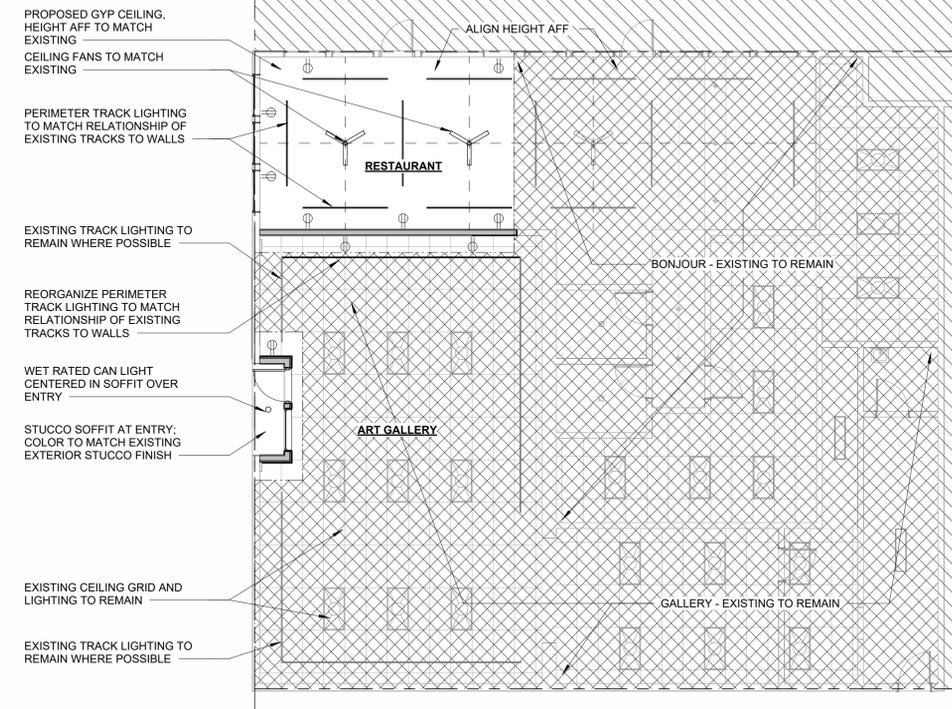
NOT FOR CONSTRUCTION



1 EXISTING SITE PLAN  
1/16" = 1'-0"



3 PROPOSED FLOOR PLAN  
1/8" = 1'-0"



2 PROPOSED RCP  
1/8" = 1'-0"

ELECTRICAL LEGEND

- CAN LIGHT; TYPICAL
- WET-RATED EXTERIOR DISC LED LIGHT
- CEILING FAN / LIGHT FIXTURE
- FLORESCENT LIGHT
- LINEAR FLORESCENT LIGHT
- PENDANT
- RECEPTACLE OUTLET
- CEILING SUSPENDED TRACK LIGHTING

McSTIFFS PLAZA #1&2 RENO

59 SOUTH MAIN STREET  
SUITE #1 & #2  
MOAB, UT 84532

REVISIONS:  
25.11.07 PERMIT SET  
26.02.04 PARKING EXCEPTION APPLICATION

SHEET NAME SHEET NUMBER

SITE & FLOOR PLAN **A100**



Info@Arch-Squared.com  
512.656.1745  
301 S 400 E #207  
Moab, Utah 84532

## ARCHITECTURAL SQUARED

From: **Architectural Squared** <info@arch-squared.com>  
Date: February 4, 2026  
Subject: Bonjour @ McStiff's Plaza Parking Exception Application  
To: City of Moab Planning Commission

To whom it may concern-

Included in the attached files are documents pertaining to the renovation of Units #1 & #2 at McStiff's Plaza. This is a commercial building that is currently occupied by the Moab Gallery and Bonjour Bakery. The same businesses will continue to occupy units #1 & #2 but the demising wall between them is being relocated to reduce the size of the gallery and increase the size of the bakery. The building is owned by 57 - 59 S MAIN MOAB LLC (Ben Byrd) and the bakery is run by the owners of the Bonjour Bakery Café LLC.

There are a handful of reasons we ask you to support this exception request:

1. **The amount of space undergoing a change of use from a retail gallery to restaurant is very small (390 SF). This means that the 423 SF used to require 1.4 parking spaces (Retail @ 1 space / 300 SF) and will now require 2.1 parking spaces (Restaurant @ 1 space / 200 SF). That makes this parking exception request for .7 parking spaces.**
2. The overall square footage of the building will remain unchanged.
3. The size of the kitchen for the restaurant will remain unchanged meaning the number of patrons is likely to remain consistent, but seating will be more available during busy times.
4. The site surrounding the renovation and the majority of the building shell will remain unchanged: utilities, stormwater, traffic flow, parking, etc.
5. Main street businesses are now supported by the lovely new Downtown Dispersed Parking plan that added 193 additional parking stalls to the area near this building. Similarly, an existing community parking lot to the east of the Moab Visitor Center is in close proximity to the project with easy pedestrian access.
6. Bicycle parking will be increased in alignment with the Unified Transportation Plan to encourage pedestrian and bike traffic over vehicular traffic.
7. The majority of patrons access the bakery on foot or bicycle.

Additionally, these questions were listed in the special exception form:

- How will the proposed use "fit-in" with surrounding uses?  
There is no change to the quantity or type of businesses.
- What type of service will it provide to Moab City?  
Increased seating at an existing, thriving locally owned and run restaurant.
- Is the proposed use consistent with the current zoning district?  
Yes.
- Is the proposed use similar or compatible with other uses in the same area?  
Yes.
- Is the proposed use suitable for the proposed site?  
Yes.
- Will the proposed use emit noise, glare dust, pollutants, and odor?  
No change from existing conditions.



Info@Arch-Squared.com  
512.656.1745  
301 S 400 E #207  
Moab, Utah 84532

## ARCHITECTURAL SQUARED

- What will be the hours of operation and how many people will be employed?  
No change from existing conditions.

Please let me know if there is any further documentation you need in order to review our request.

Much appreciated,

**Courtney Kizer**, AIA, LEED BD&C, NCARB

ARCHITECTURALSQUARED.COM

512.656.1745  
Info@Arch-Squared.com  
301 s 400 e #207  
Moab, UT 84532



**TITLE:** Consideration and Possible Approval of Planning Resolution No.6-2026, A Planning Resolution Approving the Buffering and Screening Special Exception Request, for property at 1410 South Highway 191, Moab, Utah 84532

**DISPOSITION:** Discussion and possible action

**PRESENTER/S:** Johanna Blanco, Associate Planner

**ATTACHMENT/S:**

- Exhibit 1: Draft Planning Resolution 6-2026
- Exhibit 2: Vicinity Map
- Exhibit 3: Landscape Plans
- Exhibit 4: Request Letter

**STAFF RECOMMENDATION:** Approve Moab Planning Resolution 6-2026, with modifications

**OTHER OPTIONS:** Continue or table action to a later meeting with specific direction to City Staff and Applicant as to additional information needed to make a decision, or Deny the Special Exception Application, giving specific findings for decision.

---

**POSITIVE MOTION:** I move that the City of Moab Planning Commission Approve Planning Resolution 6-2026, A Planning Resolution Approving the following Buffering and Screening Special Exception Request, for property 1410 South Highway 191, Moab, Utah 84532;

1. Northern Boundary: No exception requested
2. Eastern Boundary: Exception to the number of plantings. Full exception to Screening.
3. Southern Boundary: Exception to tree planting. A partial exception to the screening requirements, given that a retaining wall be built topped with a 6-foot fence.
4. Western Boundary: Exception to tree planting. Full exception to Screening.

**SUMMARY:**

**Background:**

Ellen Weinstein (“Applicant”) submitted a complete application for approval for a special exception to the Moab Municipal Code (MMC) 17.27.040 Special Provisions on February 6th, 2026, for property located at 1410 S HWY 19, within the C-4 General Commercial Zone. The special exception application is submitted for Planning Commission review on February 12<sup>th</sup>, 2026.

**Project Summary:**

Property Owner: Shamrock 25 LLC



MOAB CITY PLANNING COMMISSION AGENDA

February 12, 2026

Applicant: Ryan Naylor

Location: 1410 Highway 191, Moab, UT 84532

Parcel: 02-0007-0007

Zoning: C-4

Proposed Use: Multi-Household Dwellings

Project Description: 2 apartment buildings. 60 units, 30 of which will be AEH

**Process:** Special Exception Request to Buffering and Screening Standards is approved by Planning Commission [MMC 17.10.050.E](#).

**Request:** The following Special Exceptions are made by the applicant to the Moab City Required Buffering and Screening specific to each boundary of the property:

5. Northern Boundary: No exception requested
6. Eastern Boundary: Exception to the number of plantings. Full exception to Screening.
7. Southern Boundary: Exception to tree planting. A partial exception to the screening requirements, given that a retaining wall be built topped with a 6-foot fence.
8. Western Boundary: Exception to tree planting. Full exception to Screening.

**Analysis:**

Without a special exception, Standard Buffering is required on the eastern as well as the western border that abuts the Highway Commercial Zone [MMC 17.27.020.A.10.c.v](#). The rest of the western and southern borders of the property will follow Zone Buffering requirements as they abut the Grand County Rural Residential Zone [MMC 17.10.050.A](#) (see reference map).

Requirements (Minimum plants per 100 linear feet)	Standard Buffering	Zone Boundary Buffering
Canopy Tree	1	2
Ornamental/Evergreen Trees	2	2
Shrubs	4	6
Maximum Spacing at Maturity	25'	20'
Screen Height Minimum	6'	8'
Buffer Depth Minimum	8'	10'

MMC 17.10.050.E.1 *The following factors shall be considered when evaluating any request for Buffering exception:*



## MOAB CITY PLANNING COMMISSION AGENDA

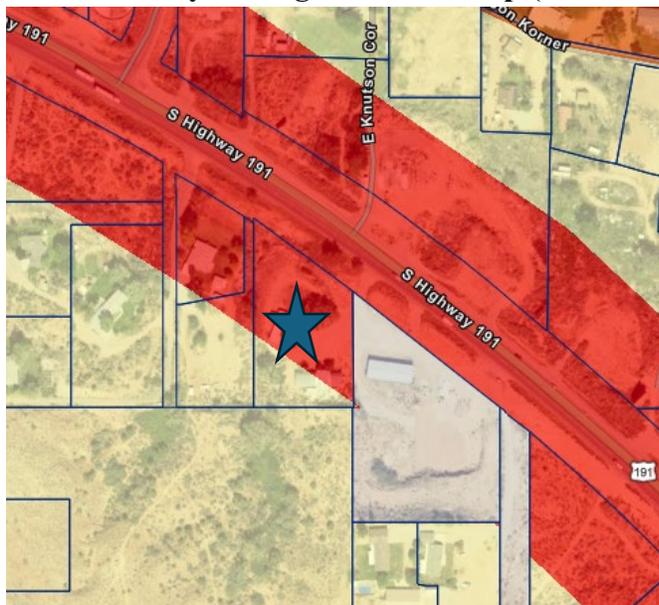
February 12, 2026

- a. *Physical characteristics of the site and surrounding area such as topography, vegetation, water features, etc.;*
- b. *Views and noise levels;*
- c. *Proximity or potential proximity to residential uses;*
- d. *Building and parking lot placement; and*
- e. *Location of outdoor storage, display, or sales areas.*

The land use authority may modify the screening requirements based on the following factors:

- a. Proximity or potential proximity of residential uses;
- b. Sight lines from parking areas, adjacent properties or roadways;
- c. Noise levels generated by the facility to be screened; and
- d. Physical characteristics of the site and surrounding area such as topography and vegetation may mitigate the need for screening.

### **Grand County Zoning Reference map (North is facing HWY 191, 1410 has a star)**



Zone buffering is an essential part of Euclidean zoning, allowing the separation of dissimilar uses even in limited spaces. The Multi-Household use in the C-4 zone has a specific use parameter of buffering all adjacent properties. It is important to carefully consider exceptions that may have negative impacts on the neighboring lots.



---

**RELEVANT LAWS, STUDIES & PLANS:**

The applicant is seeking an exception under 17.10.050. E. *Exceptions to Buffering and Screening Requirements.*

1. *The land use authority may grant an exception to the zone boundary buffering and standard buffering where the land use authority determines that existing natural conditions are such that a lot cannot reasonably accommodate the required buffering or where existing natural conditions on the lot act as sufficient buffering. Alternatively, where the land use authority determines that landscaped screening is inappropriate for a lot, they may require the installation of a fence or wall to meet the buffering requirements. The following factors shall be considered when evaluating any request for exception:*

- a. Physical characteristics of the site and surrounding area such as topography, vegetation, water features, etc.;*
- b. Views and noise levels;*
- c. Proximity or potential proximity to residential uses;*
- d. Building and parking lot placement; and*
- e. Location of outdoor storage, display, or sales areas.*

2. *The land use authority may grant exceptions to screening requirements if existing conditions are such that a lot cannot accommodate the required screening standards. The land use authority may modify the screening requirements based on the following factors:*

- a. Proximity or potential proximity of residential uses;*
- b. Sight lines from parking areas, adjacent properties or roadways;*
- c. Noise levels generated by the facility to be screened; and*
- d. Physical characteristics of the site and surrounding area such as topography and vegetation may mitigate the need for screening.*

**RESPONSIBLE DEPARTMENT:** Planning

**FINANCIAL IMPACT:** N/A

**CITY OF MOAB PLANNING RESOLUTION NO. 6-2026**

**A RESOLUTION APPROVING THE BUFFERING SPECIAL EXCEPTION REQUESTS, FOR PROPERTY LOCATED AT 1410 SOUTH HIGHWAY 191, MOAB, UTAH 84523**

**WHEREAS**, Ellen Weinstein (“Applicant”) submitted an application for special exception to the Moab Municipal Code (MMC) 17.10.050 Buffering and Screening on January 20th, 2026, for property located at 1410 South Highway 191, within the C-4 General Commercial Zone; and

**WHEREAS**, the Applicant provided the City of Moab with the necessary documents and plans to complete the application for the requested Buffering and Screening Standards Exception; and

**WHEREAS**, the regulations requiring these standards are located in MMC 17.10.050(A) (B) (C) and (D), and the regulations permitting exception requests are located in MMC 17.10.050(E); and,

**WHEREAS**, the proposed use is allowed for the properties located in the C-4 General Commercial Zone; and

**WHEREAS**, the Planning Commission has provided for special exceptions to the MMC 17.10.050 Buffering and Screening Standards to be approved by the Planning Commission (Commission) as found in MMC 17.10.070(E); and

**WHEREAS**, the Commission reviewed the required documents, plans and recommendation prepared by City Staff in a public meeting held on February 12th, 2025; and

**WHEREAS**, following the consideration of the technical aspects of the pertinent code sections, the City of Moab Planning Commission, pursuant to Planning Resolution No. 6-2026, hereby finds, that the 1410 South Highway 191 Buffering and Screening Special Exception Requests sufficiently meets the criteria for consideration of approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOAB PLANNING COMMISSION**, that the request for exception to the Landscape Standards for the property located at 1410 South Highway 191, Moab, Utah 84532, is hereby APPROVED. **Insert Specific Exceptions**

**PASSED AND APPROVED** in an open meeting of the Planning Commission by a majority vote of the Governing Body of Moab Planning Commission on February 12, 2026.

---

Kya Marienfeld, Chair

---

Date



E Holyoak Ln

Mechanics Now Auto Repair

Huntreeck Dr

Sage Dr

Canyon Country Adventures - Moab

191

191

voco Moab by IHG

Southtown Auto Repair and Sales

Ride Mo

1410 S  
HYW 191

S Amell Ln

Grand County

HTR Moab Lodge & Cottages

C-4 Zone

Tic Tac Tow

Aggie Blvd

PLANT SCHEDULE PHASE 2

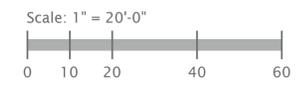
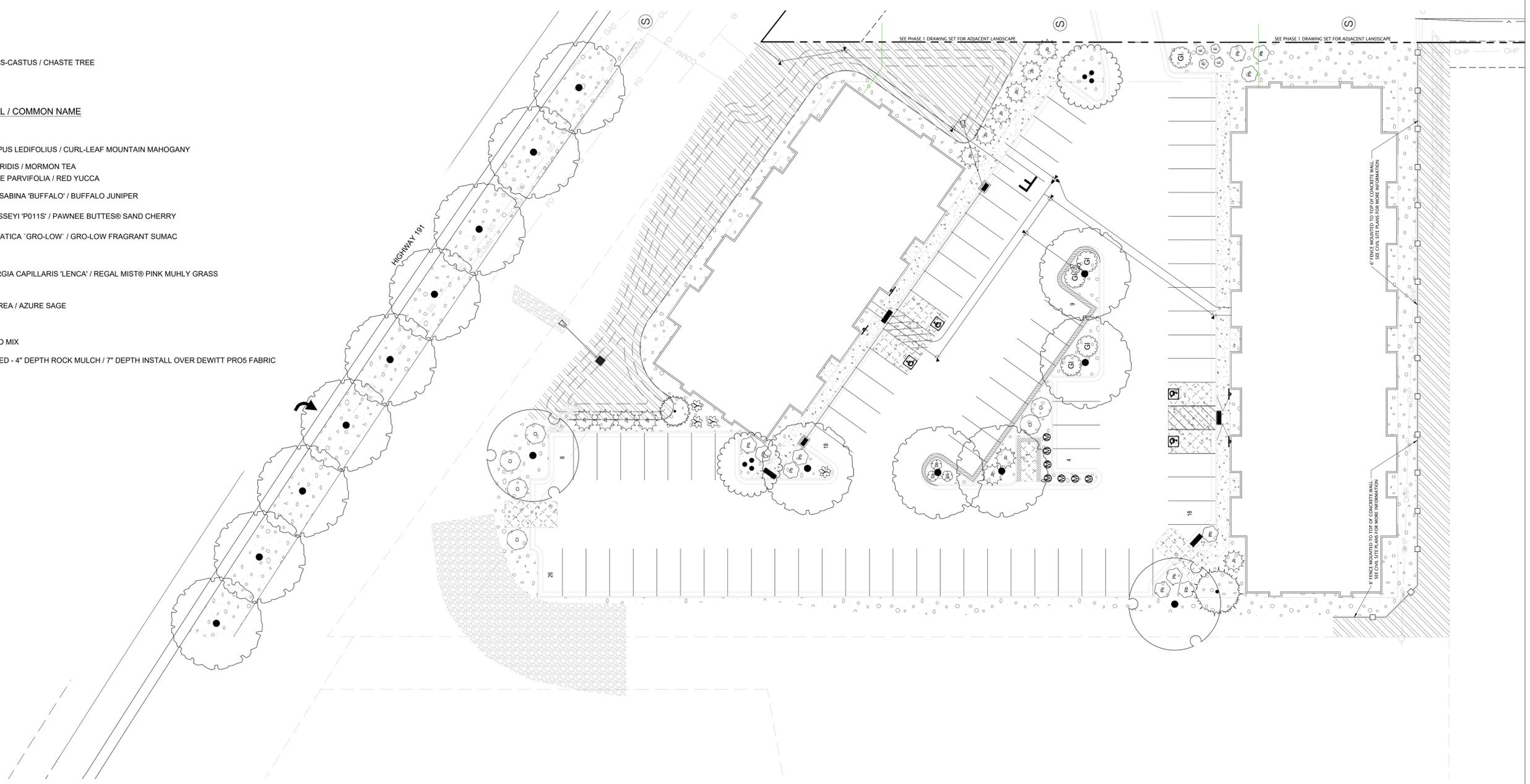
SYMBOL	BOTANICAL / COMMON NAME
<b>DECIDUOUS TREES</b>	
	ACER GRANDIDENTATUM / BIGTOOTH MAPLE
	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE' / SKYLINE HONEY LOCUST
<b>EVERGREEN TREES</b>	
	JUNIPERUS SCOPULORUM / ROCKY MOUNTAIN JUNIPER
	PINUS EDULIS / PINYON PINE
<b>ORNAMENTAL TREES</b>	
	VITEX AGNUS-CASTUS / CHASTE TREE
<b>SHRUBS</b>	
	CERCOCARPUS LEDIFOLIUS / CURL-LEAF MOUNTAIN MAHOGANY
	EPHEDRA VIRIDIS / MORMON TEA
	HESPERALOE PARVIFOLIA / RED YUCCA
	JUNIPERUS SABINA 'BUFFALO' / BUFFALO JUNIPER
	PRUNUS BESSEYI 'P011S' / PAWNEE BUTTES® SAND CHERRY
	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC
<b>ORNAMENTAL GRASSES</b>	
	MUHLENBERGIA CAPILLARIS 'LENCA' / REGAL MIST® PINK MUHLY GRASS
<b>PERENNIALS</b>	
	SALVIA AZUREA / AZURE SAGE
<b>GROUND COVERS</b>	
	NATIVE SEED MIX
	PLANTING BED - 4" DEPTH ROCK MULCH / 7" DEPTH INSTALL OVER DEWITT PRO5 FABRIC

LANDSCAPE CALCULATIONS  
 PARKING LANDSCAPE - 15% OF PARKING LOT AREA: 3,941 SF. REQ. - 15% / 5,367 SF. - 20.4% PROVIDED\* --  
 STREET FRONTAGE LANDSCAPE - 15' LANDSCAPE STRIP: 4,095 SF REQ. / 4,095 SF PROVIDED  
 BUFFER LANDSCAPE 15' BUFFER: \*\*

LIVE PLANT COVERAGE - 25% OF LANDSCAPE AREA\*\*\*: 7,000 SF REQ. /26,952 SF PROVIDED.

16,372 SF TREE CANOPY COVERAGE--. --10,580 SF SHRUB AND NATIVE SEED

\*PARKING LOT LANDSCAPE BASED ON 10' OFFSET FROM BACK OF PARKING LOT CURB.  
 \*\*DUE TO SHARED DRAINAGE ALONG THE WEST EDGE OF THE PROJECT WITH ADJACENT PROPERTY OWNER, A FULL PERIMETER BUFFER OF LANDSCAPING IS NOT POSSIBLE.  
 \*\*\* TOTAL LANDSCAPE AREA IS CALCULATED BY TOTAL SITE MINUS BUILDINGS, HARDSCAPE, AND GULLY DRAINAGE AREA (GULLY AREA IS FROM EXISTING AND PROPOSED TOP OF BANK)



PROJECT NUMBER  
25-222

REVISIONS

SHEET TITLE  
LANDSCAPE  
DETAILS

PROJECT/OWNER  
RED ROCK FLATS PHASE 2  
1410 S. HIGHWAY 191  
MOAB CITY, UT, 84532



NICHOLS • NAYLOR  
ARCHITECTS  
10459 S. 1300 WEST SUITE 201  
SOUTH JORDAN, UTAH 84095 • (801) 487-3330



DATE  
10/31/2025

SHEET NUMBER  
LP101

## LANDSCAPE NOTES:

- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST AMERICAN PUBLIC WORKS ASSOCIATION (APWA) AND MOAB CITY STANDARDS, SPECIFICATIONS, AND DETAILS.
- ALL PLANT MATERIAL SHALL BE GROWN IN CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THIS WORK AND SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1 UNLESS OTHERWISE NOTED. PROVIDE TREES OF NORMAL GROWTH AND UNIFORM HEIGHTS, ACCORDING TO SPECIES, WITH STRAIGHT TRUNKS AND WELL DEVELOPED LEADERS, LATERALS, AND ROOTS.
- THE CONTRACTOR SHALL CALL BLUE STAKES AT 1-800-662-4111 FOR UNDERGROUND UTILITY LOCATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION.
- EXISTING UTILITIES, EASEMENTS, AND STRUCTURES SHOWN ON THE DRAWINGS ARE IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, SIZE, TYPE, AND STRUCTURES TO BE ENCOUNTERED ON THE PROJECT PRIOR TO ANY EXCAVATION AND CONSTRUCTION IN THE VICINITY OF THE EXISTING UTILITIES AND STRUCTURES.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL REQUIRED PERMITS, LICENSES, AND APPROVALS REQUIRED TO LEGALLY AND RESPONSIBLY COMPLETE THE WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL, DISPOSAL, OR RELOCATION OF ALL OBSTRUCTIONS AND DEBRIS WITHIN THE DELINEATED CONSTRUCTION AREA PRIOR TO STARTING NEW CONSTRUCTION. THE CONTRACTOR IS ALSO RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ANY DEBRIS RESULTING FROM NEW CONSTRUCTION.
- CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID DAMAGE TO EXISTING FEATURES AND FACILITIES SCHEDULED TO REMAIN AS PART OF THE FINISHED CONSTRUCTION. REPAIR, REPLACEMENT, AND/OR REMOVAL AS DETERMINED BY OWNER SHALL BE AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL ROUGH GRADE TO WITHIN +/- A TENTH OF A FOOT FROM FINISH GRADE. ALL TURF GRASS AREAS SHALL BE GRADED 6" BELOW PROPOSED FINISH GRADE. SHRUB BEDS SHALL BE GRADED 16" BELOW PROPOSED FINISH GRADE.
- ALL COMPACTED AREAS DEVELOPED THROUGH CONSTRUCTION WITHIN PROPOSED LANDSCAPE AREAS SHALL BE SCARIFIED AND LOOSENED TO A DEPTH OF 12" PRIOR TO LANDSCAPE AND IRRIGATION WORK BEGINNING.
- CONTRACTOR SHALL INSTALL A MIN. OF 4 INCHES OF PREMIUM OR AMENDED TOPSOIL FOR ALL TURF GRASS AREAS. INSTALL 12 INCHES OF PREMIUM OR AMENDED TOPSOIL IN ALL MANICURED SHRUB BEDS. CONTRACTOR SHALL TEST, AMEND, AND USE EXISTING STOCKPILE OF TOPSOIL ON SITE TO MEET SPECIFICATIONS. ALL PLANTING PITS SHALL RECEIVE PLANTING BACKFILL MIX PER SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL A MIN. OF 7 INCHES OF ROCK MULCH ON WEED BARRIER FABRIC IN ALL SHRUB BEDS. APPLY PRE-EMERGENT TO ALL PLANTING BEDS BEFORE INSTALLING MULCH.
- NO PLANT SPECIES SUBSTITUTIONS WILL BE MADE WITHOUT APPROVAL OF OWNER.
- ALL PLANT LAYOUT SHALL BE VERIFIED AND APPROVED IN FIELD BY OWNER PRIOR TO PLANTING. FAILURE TO RECEIVE APPROVAL MAY RESULT IN RE-WORK BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- ALL AREAS WITHIN AND AFFECTED BY THIS PROJECT SHALL HAVE POSITIVE DRAINAGE. POSITIVE DRAINAGE SHALL BE PROVIDED TO DIRECT STORMWATER AWAY FROM ALL STRUCTURES.
- ALL CLARIFICATIONS OF DISCREPANCIES BETWEEN THE DRAWINGS AND THE SITE SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER PRIOR TO BEGINNING OF WORK.
- CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON ALL PLANT MATERIAL FROM THE DATE OF FINAL ACCEPTANCE.

## PLANT SCHEDULE PHASE 2

SYMBOL	BOTANICAL / COMMON NAME	CONT	CAL	QTY
<b>DECIDUOUS TREES</b>				
	ACER GRANDIDENTATUM / BIGTOOTH MAPLE	B&B	2" CAL	2
	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE' / SKYLINE HONEY LOCUST	B&B	2" CAL	14
<b>EVERGREEN TREES</b>				
	JUNIPERUS SCOPULORUM / ROCKY MOUNTAIN JUNIPER	B&B	6' HT MIN.	1
	PINUS EDULIS / PINYON PINE	B&B	6' HT MIN.	1
<b>ORNAMENTAL TREES</b>				
	VITEX AGNUS-CASTUS / CHASTE TREE	B&B	2" CAL	2
<b>SHRUBS</b>				
	CERCOCARPUS LEDIFOLIUS / CURL-LEAF MOUNTAIN MAHOGANY	5 GAL		6
	EPHEDRA VIRIDIS / MORMON TEA	5 GAL		4
	HESPERALOE PARVIFOLIA / RED YUCCA	5 GAL		4
	JUNIPERUS SABINA 'BUFFALO' / BUFFALO JUNIPER	5 GAL		13
	PRUNUS BESSEYI 'P011S' / PAWNEE BUTTES® SAND CHERRY	5 GAL		11
	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	5 GAL		5
<b>ORNAMENTAL GRASSES</b>				
	MUHLENBERGIA CAPILLARIS 'LENCA' / REGAL MIST® PINK MUHLY GRASS	5 GAL		7
<b>PERENNIALS</b>				
	SALVIA AZUREA / AZURE SAGE	5 GAL		3
<b>GROUND COVERS</b>				
	NATIVE SEED MIX	BED		8,879 SF
	PLANTING BED - 4" DEPTH ROCK MULCH / 7" DEPTH INSTALL OVER DEWITT PRO5 FABRIC	BED		14,933 SF

\* ALL SHOWN QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE TO CONDUCT INDEPENDENT TAKEOFFS TO ESTABLISH QUANTITIES. PLAN SYMBOL QUANTITIES OVERRIDE QUANTITIES SHOWN IN SCHEDULE.

### LANDSCAPE CALCULATIONS

PARKING LANDSCAPE - 15% OF PARKING LOT AREA: 3,941 SF. REQ. - 15% / 5,367 SF. - 20.4% PROVIDED\* --  
STREET FRONTAGE LANDSCAPE - 15' LANDSCAPE STRIP: 4,095 SF REQ. / 4,095 SF PROVIDED  
BUFFER LANDSCAPE 15' BUFFER: \*\*

LIVE PLANT COVERAGE - 25% OF LANDSCAPE AREA\*\*\*: 7,000 SF REQ. /26,952 SF PROVIDED.

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blu line designs  
planning | landscape architecture | design  
8719 S. Sandy Parkway  
Sandy, UT 84070  
p 801.913.7994

PROJECT NUMBER  
22-242

REVISIONS

SHEET TITLE

LANDSCAPE  
DETAILS

PROJECT/OWNER

RED ROCK FLATS PHASE 2

1410 S. HIGHWAY 191  
MOAB CITY, UT, 84532

ARCHITECT



NICHOLS • NAYLOR  
ARCHITECTS

10459 S. 1300 WEST SUITE 201  
SOUTH JORDAN, UTAH 84095 • (801) 487-3330



DATE

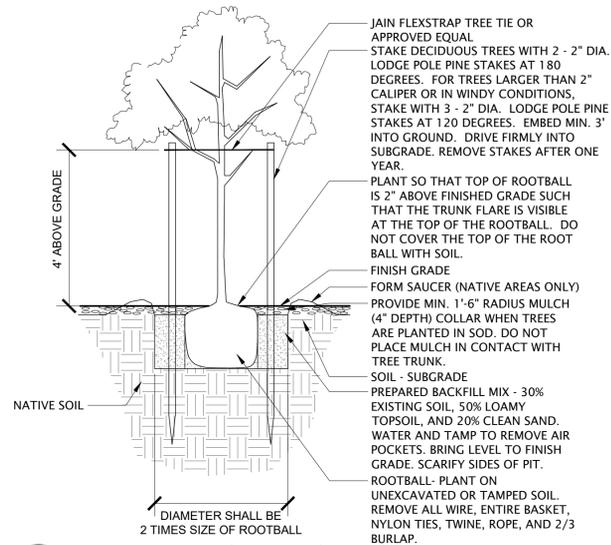
10/31/2025

SHEET NUMBER

LP501

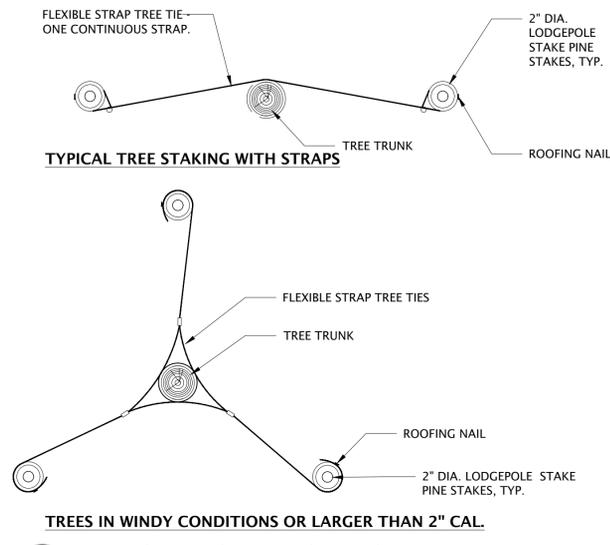


blu line designs  
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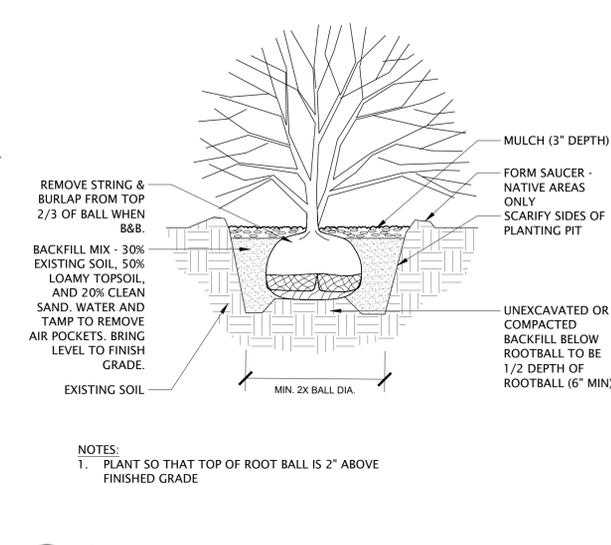
**1** TREE PLANTING - FLEX STRAP

NOT TO SCALE



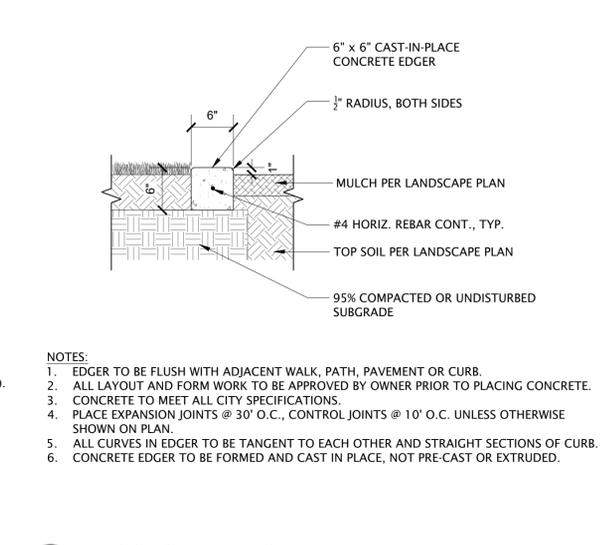
**2** TREE STAKING - FLEX STRAPS

NOT TO SCALE



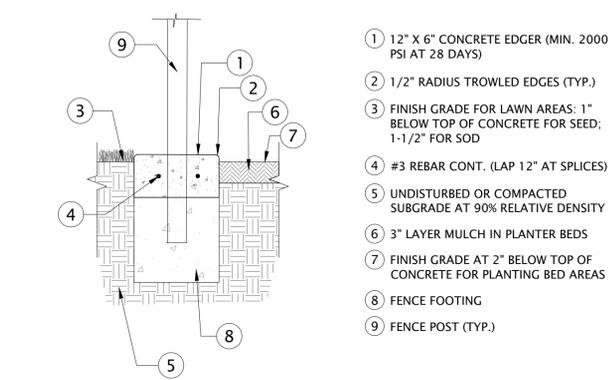
**3** SHRUB DETAIL

NOT TO SCALE



**4** 6" CONCRETE EDGER

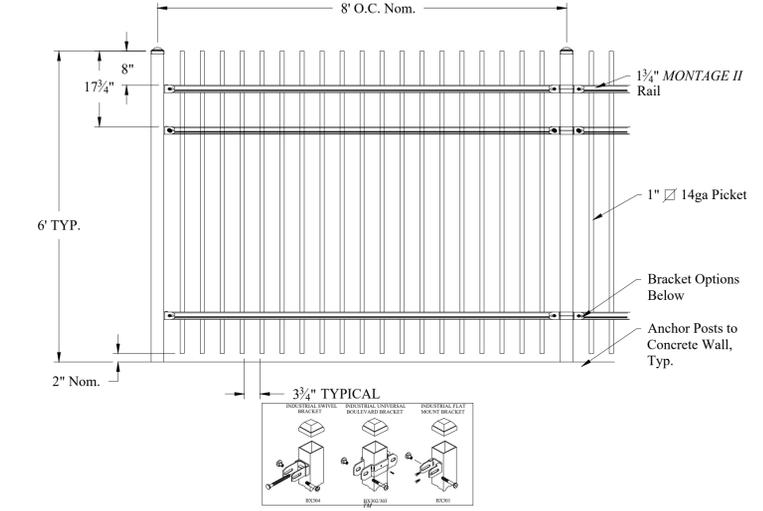
NOT TO SCALE



**5** 12" CONCRETE EDGER FOR FENCE LINE

SCALE: NOT TO SCALE

P-25-222-28



**6** PERIMETER FENCE

1" = 20'

FENCE NOTES:

- 1. FENCE TO BE MONTAGE II MAJESTIC 3-RAIL. INSTALL THIS FENCE AS SHOWN IN THE PLAN VIEW DRAWINGS.
- 2. MATERIAL FOR PICKETS SHALL BE 1" SQUARE X 16 GA. TUBING. THE RAILS SHALL BE STEEL CHANNEL, 1.75" X 1.75" X .105". PICKET HOLES IN THE RAIL SHALL BE SPACED 4.715" O.C. FENCE POSTS AND GATE POSTS SHALL BE MIN. 3" OR BIGGER PER MANUFACTURER RECOMMENDATIONS.
- 3. WHEN CUTTING/DRILLING RAILS OR POSTS ADHERE TO THE FOLLOWING STEPS TO SEAL THE EXPOSED STEEL SURFACES:
  - 3.1. REMOVE ALL METAL SHAVINGS FROM CUT AREA.
  - 3.2. APPLY ZINC-RICH PRIMER TO THOROUGHLY COVER CUT EDGE AND/OR DRILLED HOLE; LET DRY.
  - 3.3. APPLY 2 COATS OF CUSTOM FINISH PAINT MATCHING FENCE COLOR. COLOR SHALL BE BLACK AND MATCH RAL#9005 JET BLACK. PROVIDE OWNER WITH COLOR SAMPLES FOR APPROVAL PRIOR TO FABRICATION AND PAINTING.
  - 3.4. FAILURE TO SEAL EXPOSED SURFACES PER STEPS 1-3 ABOVE WILL NEGATE WARRANTY. AMERISTAR SPRAY CANS OR PAINT PENS SHALL BE USED TO PRIME AND FINISH EXPOSED SURFACES; IT IS RECOMMENDED THAT PAINT PENS BE USED TO PREVENT OVERSPRAY. USE OF NON-AMERISTAR PARTS OR COMPONENTS WILL NEGATE THE MANUFACTURER'S WARRANTY.
- 4. FENCE PANELS THAT END AT COLUMNS SHALL TERMINATE WITHIN 4" OF ADJACENT COLUMN.
- 5. INSTALL PER MANUFACTURER SPECS.



NICHOLS NAYLOR ARCHITECTS

10459 SOUTH 1300 WEST SUITE 201  
SOUTH JORDAN UT, 84095  
(801) 487-3330



1-20-2026

Moab City Planning Commission

Commissioners,

The following narrative is in conjunction with the attached Special Exception application for phase II of the Red Rock Flats apartments.

1. The proposed project will provide an additional 60 units of market rate apartments along with the agreed amount of AEH units outlined in the annexation agreement.
2. The proposed use is consistent with the current zoning district surrounded by other housing that will be part of USU and with its location in between the existing single family residences will provide a buffer to the busy highway.
3. The proposed site is ideal for the use with its proximity to Highway 191, USU extension, and location at the outer edges of Moab city.
4. The use will emit minimal noise, glare, dust, pollutants, or odor as it is in the best interest of the residence for all of these to be at a minimum.
5. These are residences which do not have hours of operation. The leasing office which will be located on phase 1 but utilized by both phases would employ 2-3 employees during regular business hours.
6. The exception we are seeking is to the buffer and screening requirements. Along the south boundary which abuts residential we will be installing a concrete retaining wall that will sufficiently screen the property to the South. The grade transition of the existing topography ranges from 17'-0" high at the East to 6'0" high at the west and will be topped by a 6'-0" decorative metal fence that will tie to phase 1. The limited spacing between the retaining wall and the building along with the steep grades do not make this area amenable to planting trees. We are proposing native seeding above the retaining wall. At the West boundary which also abuts residential, there is a natural wash that will act as a buffer. We do not wish to screen our project from this natural feature. The change in grade from the edge of our parking lot varies from 5'-0" high at the south west corner to 13'-0" high at the northwest corner. This also limits the spacing for landscaping or trees to be planted. The east boundary is with phase 1 of the same development. The two phases will function as 1 contiguous development so providing screening and landscape buffer between the two parts should not be required. It is our owner's intention to eliminate this property line at a future date, but this cannot be accomplished until the second phase buildings are constructed. Buffering should not be required along the North property as that abuts a street.

Thank you

A handwritten signature in blue ink that reads "Ryan Naylor". The signature is written in a cursive, slightly slanted style.

Ryan Naylor

Nichols Naylor Architects



EXISTING SITE AERIAL PHOTO



MOAB CITY PLANNING COMMISSION AGENDA

February 12, 2026

**TITLE:** Land Use Code Update Discussion

**DISPOSITION:** Department update

**PRESENTER/S:** Cory Shurtleff, Community Development Director

**ATTACHMENT/S:**

Exhibit 1 – Uses and Definitions

**STAFF RECOMMENDATION:** N/A

**OTHER OPTIONS:** N/A

---

**RECOMMENDED MOTION:** N/A

**SUMMARY:**

This meeting's code workshop will be going over the current uses in our zones and how we may consolidate.

---

**RELEVANT LAWS, STUDIES & PLANS:**

Moab Municipal Code

**RESPONSIBLE DEPARTMENT:**

Community Development

**FINANCIAL IMPACT:**

N/A

highlight hopes and dreams

Big Buckets

Residential	Listed, proposed, and seen uses that fall in the bucket															
Dwelling, group living	Boarding house, lodging house	Caretaker residence	Burkhouses	assisted living centers	Group homes	Boys and girls schools and correctional institutions.	Caretaker Dwelling	Homeless Shelters								
Dwelling, Twohousehold	duplex	2 single household dwellings	Two-Household Dwellings		Condominiums											
Dwelling, live/work	Employee/workforce housing.	Dwellings above the ground floor of a nonresidential structure	Ground-Floor Employee Dwellings	Live work units	On-site employee housing											
Dwelling, multihousehold	Multi-Household Dwellings	Condominiums	Individual retail units	Efficiency dwelling unit or efficiency apartment												
Dwelling, Single household attached	twinhomes	rowhouses	one-household dwelling	Condominiums												
Dwelling, single household detached	single household home	manufactured homes														
Large Development	Planned Unit Development	Mobile home parks and mobile home subdivisions														
	Historic Dwelling															
<b>Civic</b>																
Cemetery	Cemeteries, public and private															
Recreation, public	public parks	Park or playground.	Parklets	Public parks, trails, and open space	Backyard Theater	Nonprofit-owned community garden										
Civic Gathering Space	Librby	Museum	places of worship	Public Buildings	Art/photo galleries	Auction House	Conference facilities	Public libraries.	Community tool share	Triangle House	Teen-specific gathering places	Performance art spaces				
School	Public	Private	Pre	Daycare	schools	Public and Private research establishments										
Hospital	Hospitals															
Dental or Medical clinic	Natural medicine healthing Center	Dentist	Apothecary/herbal remedies store													
<b>Commercial</b>																
Kennel	Veterinary Clinic with Kennel															
Agriculture, commercial	Agriculture	Agricultural uses such as farming, truck gardening and the growing of nursery stock	Livestock raising	Pasturing of animals												
Stable, Commercial																
Veterinary Clinic	Veterinary Clinic with Indoor Kennel															
RV Park	camp grounds	Recreational Vehicle Park or Campground	Recreational vehicle parks	Recreational Vehicle/Travel Trailer Parks												
Indoor recreation	bowling alley	shooting range	Gymnasiums	Theaters (indoor)	Skating rinks	indoor stadium	gymnastics facility	Helipad								
Outdoor recreation	swimming pools	skate parks	ziplining	golf course	mini-golf	Outdoor recreation uses, commercial	Recreational facilities (tennis courts, golf courses, stables, etc.)	Theaters (outdoor)	Amusement park	driving range	race track, motor vehicle	zoo	Backyard Theater	Raven Rim Zipline		
Bar	lounge	Bars	Brewpubs	Fraternal Lodges	Private clubs/lavens											
Berwery	Distillery	winery	Microbreweries and distilleries													
Restaurant	Eating Establishment	Eating Establishments less than two thousand square feet excluding drive-ins or drive through services														
Private Property Food Vendors	Food Truck Park															
Mobile Food Vendors																
Offices	Public Facilities	Professional Offices	Office, business or professional	Artist studio	Commissary Kitchen											
Financial Institution	Financial Institutions															
Existing Overnight Accommodations	Established Overnight Accommodations	Lodging	hostel	Extended Stay Motel-Hotel												
Personal Services	Funeral Establishments	Custom personal services	Outfitters and guide services and facilities	Service establishments	Spa/personal care services	tour operator										
Laundromat	laundromat															
Building and landscaping supply store	Wholesale Establishment less than three thousand square feet	Farm Equipment Sales	Hardware Stores and Lumber Yards	building materials and supply store												
Retail	Greenhouses and Nurseries	Retail Establishments	Wholesale Establishment less than three thousand square feet	Arts and Crafts Shops	Electrical appliance shops wholesale	General retail	Large Scale Commercial	Manufactured Home Sales	Wholesale Establishment excluding Storage Warehouse	Franchise	Gift shop or curio shop	grocery store	Equipment sales and rentals	Retail tobacco specialty business	medical marijuana dispensary	adult entertainment establishments
Neighborhood retail	Arts and crafts shop less than three thousand square feet	Convenience Esatblishments that are less than three thousand square feet	Eating Establishments less than two thousand square feet excluding drive-ins or drive through services	Grocery and convenience stores	Retail Establishments that are three thousand square feet or less	Secondhand stores	Small Neighborhood Retail uses less than one thousand five hundred square feet	Convenience store	Delicatessen	Florist shops	non-profit	Comer/convenience store	Apothecary/herbal remedies store			
Fleet rentals	Outfitters and guide services and facilities	Equipment sales and rentals														
OvH rentals	Off-highway Vehicle Sales and rentals															
Commercial parking	Parking lots (commercial)	Public Parking Structures	Commuter lot / unofficial public parking lot													
Gas Station	Gasoline service station	Service Stations														
Vehicle repair	Auto Body and fender shops, auto painting	Auto Body and fender shops, auto painting, welding and sheet metal shops		Vehicle Repair												
Vehicle sale and leasing	Vehicle sales	Vehicle sales and rentals														
Car wash																
<b>Industrial</b>																
Manufacturing, artisan	Carpentry shops	Artisan/hand manufacturing	Engraving and printing establishments	Artist studio	Welding shop	Pins & Patches business - small scale manufacturing/packaging?										
Manufacturing	Assembly of appliances from previously prepare parts contained within a building	Asphalt and concrete mixing plants	Coal yards	Manufacturing, compounding and processing	Manufacturing, compounding, processing, packaging, fabrication and warehousing of goods and materials	Mines including gas and oil wells, gravel pits, sand pits, clay pits, rock quarries, rock crushers and associated buildings and accessory structures	Processing and packaging plants for fruits and vegetables	Scenic railroads and railroad maintenance yards	Tire recapping establishments.	food processing						

