

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

**MOAB CITY COUNCIL
FEBRUARY 24, 2026
REGULAR MEETING - 6:00 P.M.**

City Council Chambers
217 East Center Street
Moab, Utah 84532

1. Regular City Council Meeting - 6:00 p.m.

1.1. Call to Order and Pledge of Allegiance

2. Public Comments (Limited to Three Minutes Per Person)

3. Department Update

4. Consent Agenda

4.1. Approval of Minutes

February 10, 2026 - Regular Meeting

Documents:

min-cc-2026-02-10 draft.pdf

4.2. Approval of Bills Against the City of Moab in the Amount of \$325,562.04

Documents:

02-11-26 council consent.pdf

02-18-26 council consent.pdf

5. General Business

5.1. Consideration of the Utah Wildland Urban Interface Code

Documents:

26 cc uwuic agenda summary.pdf
exhibit 4_public hearing notice_city of moab_planning
commission_ordinance 2026-03_021226.pdf
exhibit 1- 2006 wildland-urban interface code.pdf
exhibit 2- uwuic map draft.pdf
exhibit 3- uwuic ordinance (2025-13-30) 4924-1780-4921
v.2.pdf

5.2. Consideration of the Phase 1 Development Agreement for 57 West Kane Creek Boulevard Parcel 01-0001-0200 between Amasa Apartments LLC and the City of Moab, Utah.

Documents:

amasa apartments phase 1 development agreement agenda
summary.pdf
clean draft amasa development agreement (phase 1 da only)-
combined.pdf

5.3. Consideration of an RFP for Proposals for Corporate Sponsorship Opportunities in Moab

Documents:

rfp for moab vehicle manufacturer sponsor - (2-13-2026).pdf

6. City Manager Updates

7. Mayor and Council Reports

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

MOAB CITY COUNCIL MINUTES--DRAFT
REGULAR MEETING
February 10, 2026

Regular Meeting Attendance and Call to Order:

Moab City Council held its Regular Meeting on the above date in Council Chambers. Archived audio is at www.utah.gov/pmn and video is at www.youtube.com/watch?v=EHF5pfOXhKA. Mayor Joette Langianese called the meeting to order at 6:02 p.m. Councilmembers Kaitlin Myers, Colin Topper and Miles Loftin attended. Councilmembers Jason Taylor and Tawny Knutson-Boyd were not present. Also in attendance were City Manager Michael Black, Recorder Sommar Johnson, Strategic Initiatives and Sustainability Director Alexi Lamm, Treasurer Marcy Mason, Police Chief Lex Bell, Assistant Police Chief James Blanton, Jr., Attorney Lisa Watts Baskin and one member of the public. Councilmember Myers led the Pledge of Allegiance.

Seekhaven Presentation:

Abi Taylor, Executive Director of Seekhaven, updated Council on the history, mission, partnerships, awards and fundraising related to the nonprofit. She outlined upcoming renovations to the shelter space and facility improvements. She mentioned ongoing educational campaigns.

Public Comments: None.

Moab Area Transit Update:

Strategic Initiatives and Sustainability Director Lamm presented an overview of the bus service, including changes that allow bicycles, wheelchairs and pets on all vehicles. She presented statistics on ridership for on-demand and fixed route services. Funding, wait time, popular stops, user surveys, and geographic use patterns were discussed. Future funding scenarios and changes to the fixed route were considered.

Consent Agenda—Approved

City Manager Black gave a brief overview of the second quarter financials. He said revenues were strong and he explained expenditures were trending on track. Councilmember Loftin moved to approve the consent agenda, as follows: ratification of a letter of support for the Moab Uranium Mill Tailings Reduction Act (UMTRA) Transition Act to Chairman Mike Lee of the Senate Energy and Natural Resources Committee, ratification of a letter of support for the Federal Water Resources Development Act (WRDA) authorization and funding - Mill Creek and Pack Creek flood risk management, consideration and acceptance of the fiscal year 2026 second quarter finance report, approval of minutes of the January 27, 2026 - regular meeting and approval of bills against the City of Moab in the amount of \$379,933.19. Councilmember Topper seconded the motion. The motion passed 3-0 with Councilmembers Topper, Myers and Loftin voting aye.

General Business:

Residential Utility Assistance Pilot Program Extension—Approved

Presentation and Discussion: Treasurer Mason presented for consideration an extension of **Ordinance 2025-12** amending the City of Moab Residential Utility Assistance Pilot Program Policy to June 30, 2026. She explained there were 20 customers enrolled in the program and discussion ensued regarding outreach efforts and collaborating with community partners to publicize the program. Councilmembers expressed that the program was moving in the right direction and that it might take time to increase participation. Councilmember Myers asked about impacts of increased income requirements. It was pointed out that the program had expended a small portion of the budgeted amount.

Motion and Vote: Councilmember Topper moved to extend **Ordinance 2025-12** amending the City of Moab Residential Utility Assistance Pilot Program Policy to June 30, 2026. Councilmember Myers seconded the motion. The motion passed 3-0 with Councilmembers Topper, Myers and Loftin voting aye.

AMASA Phase 1 and Collaborative 1581 Phase 1, LLC Impact Fee Waivers—Tabled
Motion and Vote: Councilmember Myers moved to table requests until March 10 for AMASA Apartments Phase 1 and the Collaborative 1581 Phase 1, LLC, for impact fee waivers under the Affordable Housing Partnership Policy and Impact Fee Assistance Program. Councilmember Topper seconded the motion. The motion to table passed 3-0 with Councilmembers Topper, Myers and Loftin voting aye.

City Manager Updates: City Manager Black reported on an open period for residents to request streetlamp shields for newly installed lamps. He said the shields would be installed at the City's expense to mitigate light trespass on residential properties. Black informed Council that he had met with officials from the golf club and the solid waste district. He reported on the sidewalk replacement project and the budget process. He said the City's revenues look good at present.

Mayor and Council Reports:

Councilmember Loftin reported that he attended the Colorado Association of Ski Towns (CAST) meeting with Councilmember Myers. He expressed interest in a tour of the City's facilities. He said he attended the opening of the new liquor store.

Councilmember Myers stated that she attended the CAST meeting, a meeting with the Mayor, the liquor store opening, a ground-breaking for a new phase at Arroyo Crossing, and a meeting of the housing task force. She announced Associate Planner Johanna Blanco was the new chair of the task force. Myers reported on a visit to the state legislature and her attendance at Housing Day on the Hill.

Councilmember Topper reported that he met with the Mayor and attended a meeting regarding bicycle access to Arches National Park. He said he participated in a bike-to-school event and attended a TrailMix meeting, where House Bill (HB) 381 was discussed.

Mayor Langianese reported that she met with staff from the Government Accountability Office regarding the UMTRA project. She said she also met with the Utah Department of Transportation and noted a proposed passing lane south of town. She mentioned improvements to pedestrian crossing safety on Main Street. The Mayor presented a summary of pending state legislation that could impact the City. She mentioned she was interviewed by KZMU, that a previously approved federal grant to fund wastewater outfall in the wetlands had been defunded, and brought up an upcoming joint meeting with the Grand County Commission. She mentioned efforts to collaborate with the County on lobbying for legislation.

Adjournment:

Councilmember Topper moved to adjourn the meeting. Councilmember Myers seconded the motion. The motion passed unanimously. The Mayor adjourned the meeting at 7:20 p.m.

APPROVED: _____ ATTEST: _____
Joette Langianese, Mayor Sommar Johnson, City Recorder

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 02/05/2026 to 02/11/2026

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
AD-VERTISER	279483	02/11/2026	\$598.50			Purchasing
AFFEKTIVE SOFTWARE LLC	279484	02/11/2026	\$236.06			Purchasing
AMAZON CAPITAL SERVICES	279485	02/11/2026	\$7,706.22			Purchasing
AMBITECH, INC. DBA RTS TACTICAL	279486	02/11/2026	\$20,060.68			Purchasing
BARRY ELLISON	279487	02/11/2026	\$307.00			Purchasing
BLACKBURN'S PROPANE INC	279488	02/11/2026	\$206.99			Purchasing
BLICK ART MATERIALS, LLC	279489	02/11/2026	\$103.01			Purchasing
BLUE STAKES OF UTAH 811	279490	02/11/2026	\$110.01			Purchasing
CANYONLANDS AUTO & MINING SUP	279491	02/11/2026	\$174.89			Purchasing
CANYONLANDS COPY CENTER	279492	02/11/2026	\$365.00			Purchasing
CHEMTECH-FORD LLC	279493	02/11/2026	\$303.00			Purchasing
COLORADO ASSOCIATION OF SKI TO	279494	02/11/2026	\$250.00			Purchasing
CUSTOMER REFUNDS	279495	02/11/2026	\$1,018.14			Purchasing
CUSTOMER REFUNDS	279496	02/11/2026	\$173.04			Purchasing
CUSTOMER REFUNDS	279497	02/11/2026	\$352.00			Purchasing
CUSTOMER REFUNDS	279498	02/11/2026	\$45.00			Purchasing
DESERT WEST OFFICE SUPPLY	279499	02/11/2026	\$59.58			Purchasing
GILBERT & STEWART, CPA, PC.	279500	02/11/2026	\$16,000.00			Purchasing
GRAINGER	279501	02/11/2026	\$136.21			Purchasing
Hirigoyen, Steven	279502	02/11/2026	\$152.00			Purchasing
INC, ENTRADA AT MOAB HOA	279503	02/11/2026	\$51,121.20			Purchasing
IRON MOUNTAIN CRANE AND HOIST I	279504	02/11/2026	\$1,300.00			Purchasing
KILGORE COMPANIES LLC	279505	02/11/2026	\$1,237.50			Purchasing
Kirk, Kerri	279506	02/11/2026	\$176.40			Purchasing
Lamm, Alexi	279507	02/11/2026	\$40.35			Purchasing
LANDMARK DESIGN INC.	279508	02/11/2026	\$4,920.00			Purchasing
LAWSON PRODUCTS INC.	279509	02/11/2026	\$708.09			Purchasing
LIMB WALKER TREE CARE, LLC	279510	02/11/2026	\$450.00			Purchasing
MOAB DOWNTOWNER LLC	279511	02/11/2026	\$54,841.27			Purchasing
MOAB FAMILY CHIROPRACTIC	279512	02/11/2026	\$135.00			Purchasing
MOAB MAILING CENTER	279513	02/11/2026	\$20.58			Purchasing
MOAB SUN NEWS	279514	02/11/2026	\$375.00			Purchasing
MURPHY'S PAINTING	279515	02/11/2026	\$5,000.00			Purchasing
PREMIER VEHICLE INSTALLATION	279516	02/11/2026	\$230.00			Purchasing
PROVELOCITY	279517	02/11/2026	\$12,390.00			Purchasing
PYE-BARKER FIRE & SAFETY LLC	279518	02/11/2026	\$1,218.63			Purchasing
ROCKY MOUNTAIN POWER	279519	02/11/2026	\$34,200.03			Purchasing
RURAL WATER ASSOCIATION OF UTA	279520	02/11/2026	\$1,334.00			Purchasing
SCIENCE MOAB	279521	02/11/2026	\$541.80			Purchasing
SKAGGS	279522	02/11/2026	\$1,424.18			Purchasing
SKYLER CURRIE	279523	02/11/2026	\$1,010.00			Purchasing
SMITH HARTVIGSEN PLLC	279524	02/11/2026	\$13,608.55			Purchasing
SOLID WASTE SPECIAL SERVICE DIS	279525	02/11/2026	\$19,777.40			Purchasing
SOUTHEASTERN UTAH DISTRICT HE	279526	02/11/2026	\$300.00			Purchasing
STANDARD PLUMBING SUPPLY CO.	279527	02/11/2026	\$436.50			Purchasing
THE MOAB TIMES-INDEPENDENT	279528	02/11/2026	\$208.00			Purchasing
TURNER LUMBER OF MOAB	279529	02/11/2026	\$104.48			Purchasing
UTAH LOCAL GOVERNMENTS TRUST	20260211	02/11/2026	\$7,861.83			Purchasing
WALKER'S TRUE VALUE HARDWARE	279530	02/11/2026	\$1,696.97			Purchasing
WINGATE MOTION LLC	279531	02/11/2026	\$1,000.00			Purchasing
WRIGHT EXPRESS FSC	20260211	02/11/2026	\$10,736.07			Purchasing
ZIONS BANK PUBLIC FINANCIAL SER	279532	02/11/2026	\$24,716.49			Purchasing
			\$301,477.65		\$0.00	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 02/12/2026 to 02/18/2026

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
AMAZON CAPITAL SERVICES	279534	02/18/2026	\$629.23			Purchasing
AT&T MOBILITY II, LLC	279535	02/18/2026	\$2,237.35			Purchasing
BOWEN COLLINS & ASSOCIATES INC.	279536	02/18/2026	\$2,479.75			Purchasing
CANYONLANDS AUTO & MINING SUP	279537	02/18/2026	\$418.46			Purchasing
CODE PUBLISHING COMPANY	279538	02/18/2026	\$446.50			Purchasing
DESERT WEST OFFICE SUPPLY	279539	02/18/2026	\$24.00			Purchasing
FIRST RESPONDERS FIRST,LLC	279540	02/18/2026	\$475.00			Purchasing
Goode, Dakota	279533	02/17/2026	\$152.00			Purchasing
KIMLEY-HORN AND ASSOCIATES INC.	279541	02/18/2026	\$15,212.18			Purchasing
METERWORKS INC.	279542	02/18/2026	\$351.13			Purchasing
MOAB SUN NEWS	279543	02/18/2026	\$270.00			Purchasing
PACKARD WHOLESALE	279544	02/18/2026	\$74.40			Purchasing
PROFESSIONAL DOCUMENT SOLUTI	279545	02/18/2026	\$55.24			Purchasing
RED DESERT LAND SURVEYING	279546	02/18/2026	\$900.00			Purchasing
RICK'S GLASS	279547	02/18/2026	\$50.00			Purchasing
RIVERSIDE PLUMBING & HEATING	279548	02/18/2026	\$11.90			Purchasing
ROCKY MOUNTAIN POWER	279549	02/18/2026	\$76.46			Purchasing
SIRCHIE FINGER PRINT LABS	279550	02/18/2026	\$146.08			Purchasing
WALKER DRUG	279551	02/18/2026	\$23.13			Purchasing
WALKER'S TRUE VALUE HARDWARE	279552	02/18/2026	\$51.58			Purchasing
			\$24,084.39		\$0.00	



TITLE: Consideration 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: Discussion and possible action

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 approve Moab City 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

OTHER OPTIONS: Table action to a later meeting with specific direction to City Staff as to additional information needed to make a decision, or deny Moab Ordinance 2026-03, giving specific findings for the decision.

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 state provided the code, so City staff have worked toward developing the accompanying map.

To ensure preparedness requirements align 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 and forwarded Ordinance No. 2026-03 to the City Council with a positive recommendation on February 12, 2026.

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 for adoption of the code is included as Exhibit 3.



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

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.

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

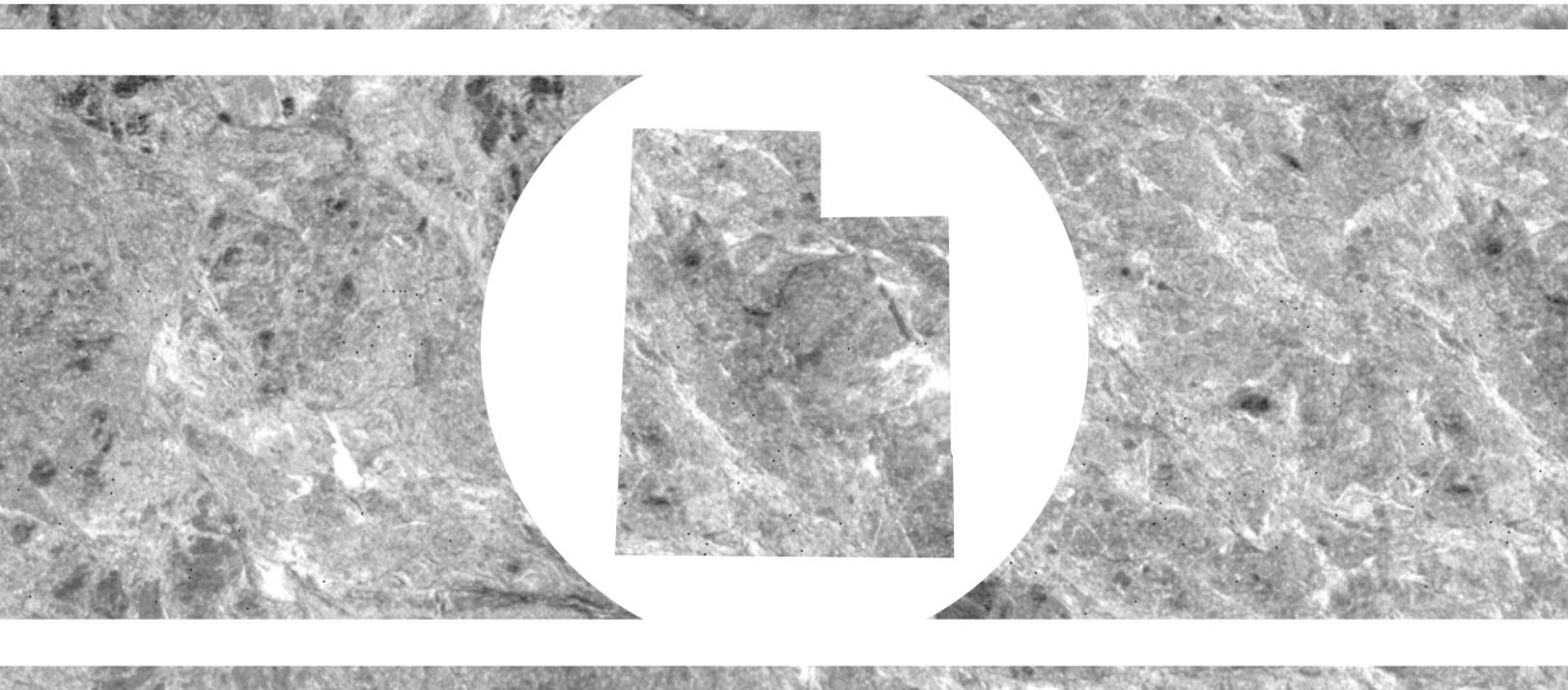
Posted in the Moab City Offices at 217 E. Center St., Moab, Utah, on February 2nd, 2026.

Posted on the Moab City's website - www.moabcity.org on February 2nd, 2026.

Published on State of Utah's Public Meeting Notice Website - www.utah.gov/pmn
on February 2nd, 2026.

/s/ Johanna Blanco
Associate Planner

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*[™], in this 2003 edition, is designed to bridge the gap between enforcement of the *International Building Code*[®] and *International Fire Code*[®] 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*[™] (“I-Codes”[™]) published by the International Code Council[®] (ICC[®]), including the *International Building Code*[®], *ICC Electrical Code*[™], *International Energy Conservation Code*[®], *International Existing Building Code*[®], *International Fire Code*[®], *International Fuel Gas Code*[®], *International Mechanical Code*[®], *ICC Performance Code*[™], *International Plumbing Code*[®], *International Private Sewage Disposal Code*[®], *International Property Maintenance Code*[®], *International Residential Code*[®] and *International Zoning Code*[®].

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]

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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 m²) 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 m²).

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 m²) 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^a**

DEFENSIBLE SPACE ^c	FIRE HAZARD SEVERITY					
	Moderate Hazard		High Hazard		Extreme Hazard	
	Water Supply ^b		Water Supply ^b		Water Supply ^b	
	Conforming ^d	Nonconforming ^e	Conforming ^d	Nonconforming ^e	Conforming ^d	Nonconforming ^e
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 1³/₄ 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 m²) 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 1³/₄-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 m²) 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 m²) 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.

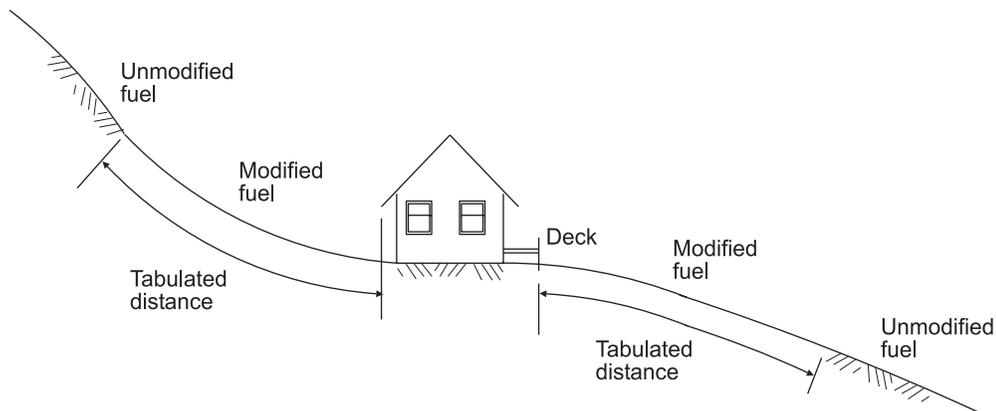
Where ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents or similar plants are used as ground cover, they are allowed to be within the designated defensible space, provided they do not form a means of transmitting fire from the native growth to any structure.

**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 m³) 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 m²) of contiguous area. Piles shall not exceed 50,000 cubic feet (1416 m³) 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.

A. Subdivision Design	Points		
1. Ingress/Egress		C. Topography	
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__		
		D. Roofing Material	
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__
		E. Fire Protection—Water Source	
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__
		F. Siding and Decking	
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. Vegetation (IUWIC Definitions)		G. Utilities (gas and/or electric)	
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__	Total for Subdivision	
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__		

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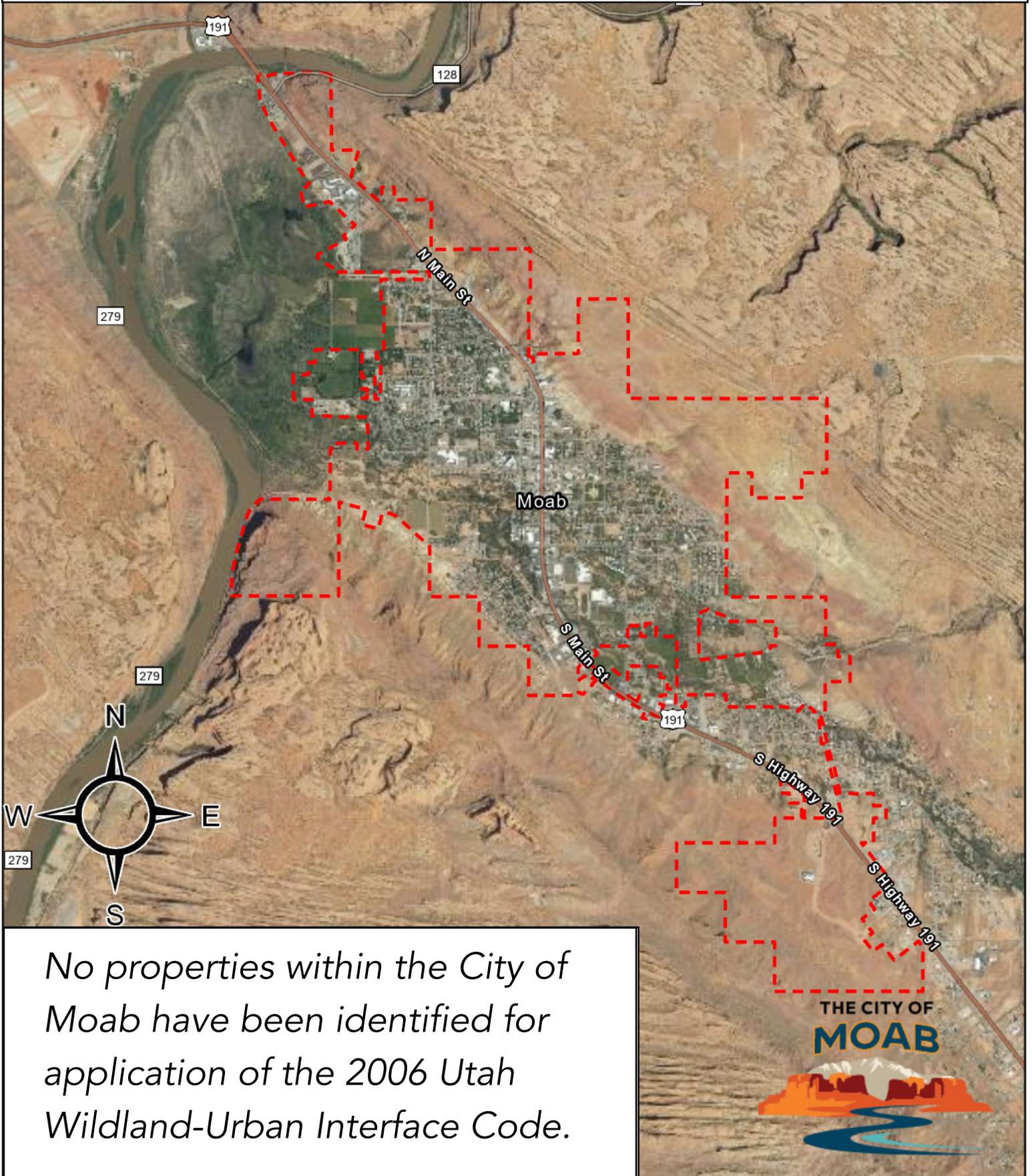
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Utah Wildland-Urban Interface Code Map

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.

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



TITLE: Consideration and Possible Approval of a Phase 1 Development Agreement for 57 West Kane Creek Boulevard Parcel 01-0001-0200 between Amasa Apartments LLC and the City of Moab, Utah.

DISPOSITION: Discussion and possible action

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

ATTACHMENT/S:

Exhibit 1- Phase 1 Development Agreement Clean Draft

STAFF RECOMMENDATION:

OPTIONS: Approve the Phase 1 Development Agreement for 57 West Kane Creek Boulevard Parcel 01-0001-0200 between Amasa Apartments LLC and the City of Moab, Utah, with or without modifications to the Moab City Council. Continue or table action to a later meeting with specific direction to City Staff as to additional information needed to make a decision, or Deny approval, giving specific findings for decision.

POSITIVE MOTION: I Motion to approve the Phase 1 Development Agreement for 57 West Kane Creek Boulevard Parcel 01-0001-0200 between Amasa Apartments LLC and the City of Moab, Utah.

SUMMARY:

The Moab City Council approved the Development Agreement for the whole Amasa Apartments project on January 27th, 2026. As part of that agreement, each phase may negotiate a subsequent agreement and be removed from the originally approved DA.

This document removes the Phase 1 parcels from the original DA and changes the party name from Amasa Holdings LLC to Amasa Apartments LLC. Parties are still negotiating language, preserving the project as a whole that aligns with global DA.

On January 22nd, 2026, the Moab City Planning Commission forwarded a positive recommendation to City Council, given that the final language agreed upon by both parties will be presented to City Council for approval.

RELEVANT LAWS, STUDIES & PLANS:

10-20-508 Utah State Code

RESPONSIBLE DEPARTMENT:

Community Development, Administration

FINANCIAL IMPACT:



MOAB CITY COUNCIL AGENDA

February 24, 2026

50 deed-restricted units under 55% AMI will be made available to residents of the City of Moab.

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 APARTMENTS LLC**

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered by and between AMASA APARTMENTS 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. AMASA HOLDINGS LLC, a Utah limited liability company (“**Sponsor**”) applied to the City on behalf of Developer to construct a low-income multi-housing project on the Property consisting of: (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, (b) the rehabilitation of 6 units containing six (6) two (2) bedroom units, and (c) construction of a clubhouse and leasing office building with unit mix affordability indicated on **Exhibit 2** hereto (the “**Project**”).

C. As part of the approval of Sponsor’s application, the City required Sponsor to execute and record that certain Development Agreement Between the city of Moab and Amasa Holdings LLC, recorded as [Document No.] in the [Name of filing office] on [DATE] (the “**Omnibus Development Agreement**”) related to the Project described herein (and described as “Phase 1” in the Omnibus Development Agreement), but also related to two separate phases of development, described as “Phase 2” and “Phase 3” respectively, in the Omnibus Development Agreement. For the avoidance of doubt, the definition of Phase 1, Phase 2, an Phase 3 in the Omnibus Development Agreement is incorporated herein. Phase 1, Phase 2, and Phase 3 are collectively the “Omnibus Project.”

D. Pursuant to the terms of the Omnibus Development Agreement, upon the transfer of the Property to Developer, the Project and the Property are to be released from the Omnibus Development Agreement and shall be replaced by this Agreement to be recorded against the Property. Upon recording of this Agreement, the Parties agree that the Omnibus Agreement shall be terminated as to the Project and the

Property and shall have no further force and effect.

E. Sponsor submitted a preliminary site plan related to the Project that complies with MMC 17.67.040 and a preliminary plat related to the Omnibus Project that complies with MMC Chapter 16.16, each as depicted on **Exhibit 3** (the “**Preliminary Site Plan**” and the “**Preliminary Plat**”, respectively) to the Moab City Planning Commission (the “**Planning Commission**”). The Preliminary Site Plan was reviewed by the Planning Coordinator and referred to the Planning Commission, which considered and approved the Preliminary Site Plan in accordance with MMC 16.08.030 at its meeting on January 29, 2026. The Preliminary Plat was reviewed by the Planning Coordinator and referred to the Planning Commission, which considered and approved the Preliminary Plat in accordance with MMC 16.08.030 at its meeting on [February 12, 2026]. The Omnibus Project will be subdivided in the manner depicted in the Preliminary Plat on **Exhibit 3**.

F. Sponsor submitted a final site plan related to the Project that complies with MMC 17.65.110 and a final plat related to the Project that complies with MMC Chapter 16.16, each as depicted on **Exhibit 4** (the “**Final Site Plan**” and the “**Final Plat**”, respectively, and together with the Preliminary Site Plan and Preliminary Plat, the “**Entitlement Documents**”) to the Planning Commission. The Final Site Plan was reviewed by the Planning Coordinator, which considered the Final Site Plan in accordance with MMC 16.08.030 at its meeting on [February 12, 2026]. After verifying the Final Site Plan is complete and complies with MMC and this Agreement, the Planning Coordinator administratively approved the Final Site Plan on [February 12, 2026]. After verifying the Final Plat is complete and complies with MMC and this Agreement, the Planning Coordinator administratively approved the Final Plat on [February 12, 2026]. The Final Plat was recorded as [Document No. _____] in the [Name of filing office] on [DATE].

G. Sponsor entered into that certain Declaration of Covenants, Conditions, and Restrictions for the Amasa Townhome Subdivision dated [____], 2026 and recorded as [Document No. _____] in the [Name of filing office] on [DATE] related to the Omnibus Project (the “CCR”). Among other things, the CCR grants certain rights to the owners of Phase 1, Phase 2, and Phase 3, respectively to use the Common Area, Common Area Improvements, and to share in the Common Expenses, each as defined in the CCR and incorporated herein. The rights of the owners of Phase 1, Phase 2, and Phase 3, respectively, to enforce the Common Area and Common Area Improvements language in the CCR is incorporated herein by reference.

H. Developer has received awards of Low-Income Housing Tax Credits (“LIHTC”) for the Project. The LIHTC program requires, among other things: (i) Developer to construct 50 affordable rental units in exchange for certain tax incentives; and (ii) Developer to execute and record a land use restrictive agreement (“LURA”) to ensure that the units are used for affordable housing for a period of 50 years from the effective date of the LURA.

I. As part of the Project, Sponsor subdivided 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”).

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

K. The Project includes several unique characteristics that require exceptions to the Moab Municipal Code (the “MMC”), that are described in **Exhibit 9** hereto.

L. The Parties desire to enter into this Agreement to enact development standards that are specific to the unique and complex nature of the Project and to secure exceptions to the MMC as described in **Exhibit 9**, and which, by approval of the Entitlement Documents and execution hereof, the City so provides and confirms relevant compliance therewith.

M. 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.

N. 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.** Sponsor obtained site plan and plat approval for 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.

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

3.4. Development .

3.4.1. *Generally*. The Omnibus Project will be subdivided in the manner depicted on **Exhibit 3** and the Project has been approved by the Planning Commission in accordance with MMC 16.08.030 pursuant to the Final Site Plan and Final Plat depicted on **Exhibit 4**.

3.4.2. *Amendments*. The Preliminary Site Plan and the Preliminary Plat, 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 Planning Coordinator shall have authority to act upon amendments to the preliminary site plan for the Project, the Final Site Plan, the Preliminary Plat, and the Final Plat. The Planning Coordinator, in their sole discretion, may refer amendments to the Final Site Plan or the 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 Omnibus Project and/or the Project, as applicable.

3.4.3. *Access to Common Areas*. Developer shall construct the common areas described in **Exhibit 5** (collectively, the “**Common Areas**”). All plats for the Omnibus Project and the Project shall designate the Common Areas as such and shall grant all residents of Phase 1, Phase 2, and Phase 3, respectively, access to and use of said Common Areas in accordance with the terms of the CCR related to the Common Area and Common Area Improvements, which are incorporated herein by reference, regardless of the ownership of any parcels that may result from the subdivision of the Property under this Agreement or that occurred under the Omnibus Development Agreement. The CCR language related to the Common Area and Common Area Improvements is incorporated herein by reference and shall be binding as to the general intent and use of the Common Area and Common Area Improvements in the Omnibus Project and the Project. For the avoidance of doubt, the Parties hereto expressly agree that the owners of Phase 1, Phase 2, and Phase 3, respectively, have a right to enforce the Common Area and Common Area Improvements language in the CCR.

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 or shall cause payment to the City all 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 and shall be available to residents of Phase 1, Phase 2, and Phase 3 in accordance with the terms of the CCR related to the Common Area and Common Area Improvements, which are incorporated herein by reference. 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. For the avoidance of doubt, the Parties hereto expressly agree that the rights of the owners of Phase 1, Phase 2, and Phase 3, respectively, to enforce the Common Area and Common Area Improvements language in the CCR is incorporated herein by reference.

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, subject to Developer's compliance with its obligations hereunder, it shall make available to the Project 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 after the date Developer records the LURA against the Property for Phase 1, 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 after the completion of the Term if the application or development began before the termination of the Agreement. The Parties agree that the Omnibus Agreement is hereby terminated with no further action by either Party with respect to the Project.

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.

10.2. Assignment. 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. Developer's Investor Member (identified in Section 12) shall receive simultaneous notice of any Default hereunder and shall have the right, but not the obligation, to cure an event of default hereunder and the City agrees to accept or reject such cure on the same basis as if provided by Developer itself.

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).d

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 Apartments LLC
50 N. 600 W., Unit D
Salt Lake City, Utah 84116
ivan@givgroup.org

With a copy to:

Winthrop & Weinstine, P.A.
225 S. 6th Street, Suite 3500
Minneapolis, MN 55402
Attn: Jordan E. Mogensen, Esq.
jmogensen@winthrop.com

And to the Investor Member:

c/o Hunt Capital Partners, LLC
15910 Ventura Boulevard, Suite 1100
Encino, California 91436

Nixon Peabody LLP
799 9th Street NW Suite 500,
Washington, DC 20001-5327
Attention: Matthew W. Mullen

To the City of Moab:

Moab City
Attn: City Manager
217 E. Center Street
Moab, Utah 84532
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.
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 _____, 2026, 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 APARTMENTS LLC, a Utah limited liability company

By: Amasa Apartments GP LLC, a Utah limited liability company
Its: Sole Member

By: Ivan Carroll
Its: Managing Member

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ____ day of _____, 2026, personally appeared before me Ivan Carroll, who being by me duly sworn, did say that he/she is the Managing Member of Amasa Apartments GP LLC, a Utah limited liability company, the Sole Member of AMASA APARTMENTS 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

[include legal description of property here – this is the post plat new legal description for Phase 1 only]

DRAFT

EXHIBIT 2

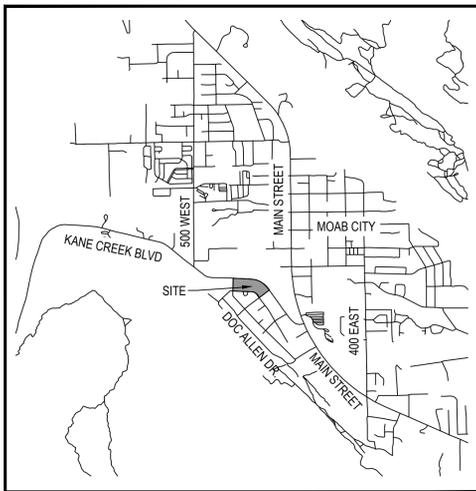
Project Phasing Schedule

	Anticipated Timeline	Description
Project	2026-2027	<ul style="list-style-type: none">▪ 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.▪ Rehabilitation of existing building with 6 two-bedroom units.▪ 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 Phase 1, Phase 2 and Phase 3 in accordance with the Agreement and the Omnibus Development Agreement.▪ 55% Area Median Income (“AMI”) Unit Mix: 1 two bedroom unit, 1 three bedroom unit, and 8 four bedroom units.▪ 50% AMI Unit Mix: 20 two bedroom units, 7 three bedroom units, and 3 four bedroom units.▪ 44% AMI Unit Mix: 1 two bed room unit, 3 three bedroom units, and 1 four bedroom unit▪ 30% AMI Unit Mix: 5 two bedroom units.

EXHIBIT 3

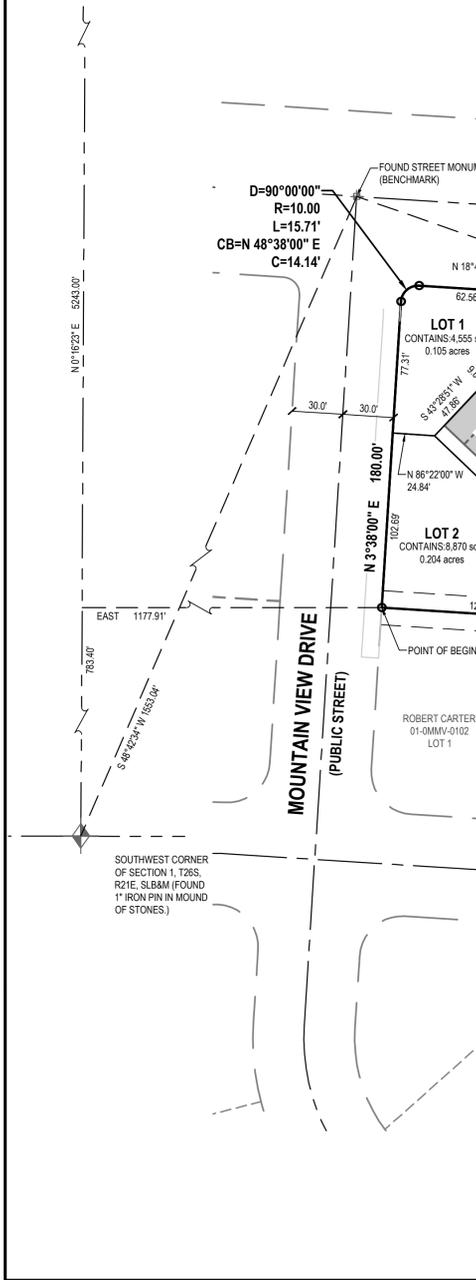
Approved Preliminary Site Plan and Plat

DRAFT



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 LS160107, AT THE INTERSECTION OF 500 WEST AND 400 NORTH STREETS)



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
- PUBLIC UTILITY EASEMENT
- EXISTING BUILDING

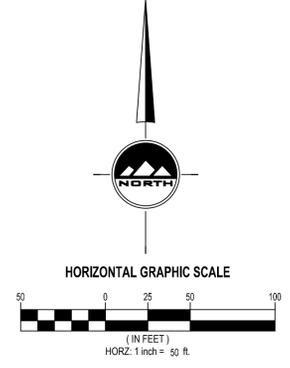
NOTE: ALL AREAS SHOWN ON THE PLAT NOT DESIGNATED AS BY BUILDINGS, ROADS, OR PARKING AREAS SHALL BE COMMON AREAS SUBJECT TO PUBLIC UTILITY EASEMENTS.

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):

- 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.
- ALL TENANTS AND OWNERS HAVE ACCESS ACROSS PARCELS IN THE COMMON AREAS.
- COMMON AREAS MAY BE IMPROVED OR FENCED IN THE FUTURE, PROVIDED THAT SUCH IMPROVEMENTS DO NOT ENCROACH ON ANY PUBLIC UTILITY EASEMENT.
- 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°56'05"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'

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 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 84.87 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 89°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/we 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 DEVELOPER, 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

ENSIGN
RICHFIELD
225 N. 100 E.
Richfield, UT 84701
Phone: 435.896.2983

LAYTON
Phone: 801.541.1100
SALT LAKE CITY
Phone: 801.255.0529
TUCULEE
Phone: 435.843.3990
CEDAR CITY
Phone: 435.865.1453
WWW.ENSIGNENG.COM

SHEET 1 OF 1
PROJECT NUMBER: 13515
MANAGER: BR
DRAWN BY: TMG
CHECKED BY: DLB
DATE: 1/19/2026

EXHIBIT 4

Approved Final Site Plan and Plat

DRAFT

AMASA - EAST APARTMENTS
57 KANE CREEK BLVD. MOAB, UT

Project Number
2024 - 18

Date
8-13-25

No.	Description	Date

Sheet Title

SITE PLAN

Sheet Number

AO.01

KEYNOTES

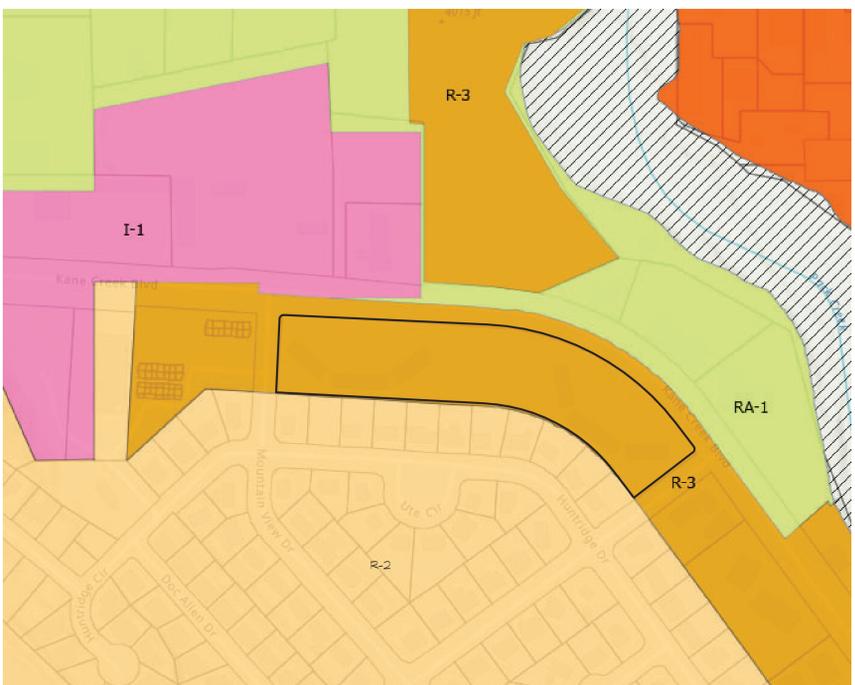
- 109 PROVIDE SIGNAGE PER BC 111 AND SECTION 5021 OF ICC AT 111-09 FOR ACCESSIBLE PARKING A MINIMUM OF 60" ABOVE THE SURFACE OF PARKING VAN ACCESSIBLE PARKING SHALL BE MARKED AS VAN ACCESSIBLE. SEE DETAILS 8-D108 AND 3-D115
- 126 SEE CIVIL AND LANDSCAPE DRAWINGS FOR CONTINUATION AND DETAIL OF SIDEWALK. MAXIMUM 2% SLOPE AT EXTERIOR DOOR LANDINGS IN THE DIRECTION OF TRAVEL
- 116 A VERTICAL CLEARANCE OF 98" SHALL BE PROVIDED AT VAN ACCESSIBLE PARKING AND ALONG ACCESSIBLE ROUTE
- 117 PROVIDE CONDUIT AND CONNECTION FOR FUTURE INSTALLATION OF CAR CHARGING STATION. SEE ELECTRICAL DRAWINGS FOR POWER REQUIREMENTS
- 118 PROVIDE CONDUIT AND CONNECTION FOR INSTALLATION OF CAR CHARGING STATION. SEE ELECTRICAL DRAWINGS FOR POWER REQUIREMENTS AND CHARGING STATION SPEC OR ALLOWANCE TO BE PROVIDED
- 124 FRESH CONCRETE WHEEL STOP
- 125 TRASH ENCLOSURE. SEE DETAILS 1-8-D109
- 126 CARPORTS WITH SOLAR ARRAY CANOPY
- 128 TRANSFORMER. SEE ELECTRICAL PLANS FOR DETAILS
- 132 HOUSHAWY PROPERTY LINE
- 131 ADD EXTERIOR 5/8" TYPE X GYP. TO WALL FOR 1 HR. FIRE SEPARATION DURING REGLADDING
- 142 BUILDING ADDRESS IN VINYL LETTERING MIN. 4" TALL PER BC 5021
- 142 FIRE ACCESS HAMMERHEAD TURN AROUND
- 142



1
AO.01 **SITE PLAN**
SCALE: 1" = 40'-0"



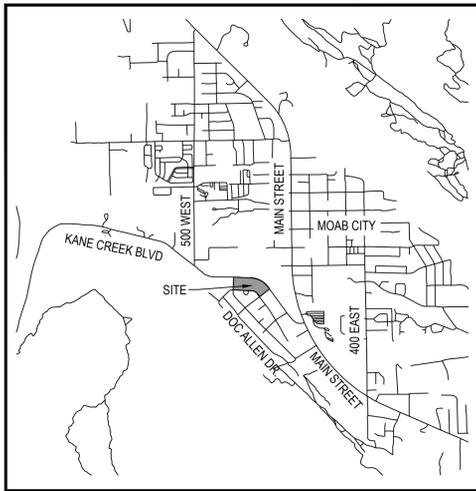
2
AO.01 **VICINITY MAP**
SCALE: NTS



3
AO.01 **ZONING MAP**
SCALE: NTS

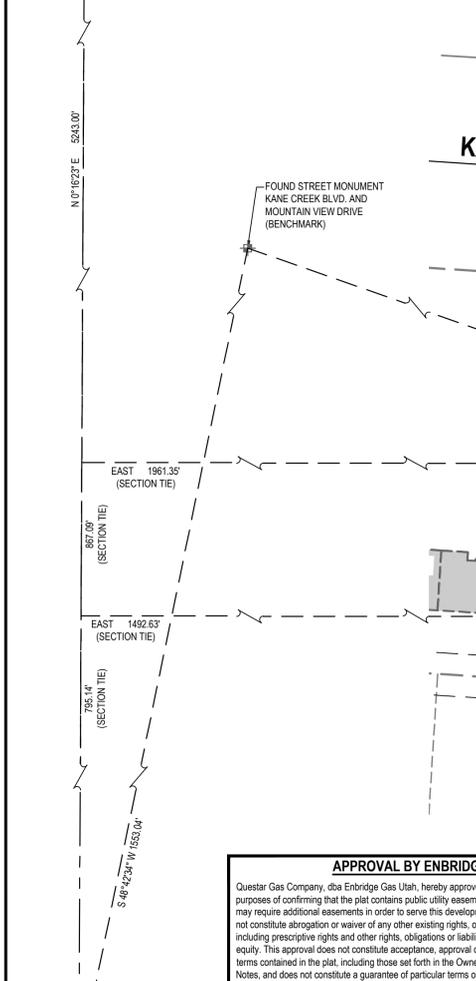
ARCHITECTURAL SITE PLAN IS FOR REFERENCE ONLY. SEE CIVIL PLANS FOR EXACT LOCATIONS OF BUILDING, SIDEWALKS, CURB & GUTTER ETC.

THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE ARE THE INTELLECTUAL PROPERTY OF ARCHITECTURE BELGIQUE, INC. AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING BUT NOT LIMITED TO COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE BELGIQUE, INC.



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____

By: _____

Title: _____

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 PLANNING COORDINATOR

APPROVED THIS _____ DAY OF _____, 20____

CHAIR _____

GRAND COUNTY RECORDER

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

DATE _____ BOOK _____ PAGE _____ FEE _____

COUNTY RECORDER _____

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
	PUBLIC UTILITY EASEMENT
	EXISTING BUILDING

NOTE: ALL AREAS SHOWN ON THE PLAT NOT DESIGNATED AS BY BUILDINGS, ROADS, OR PARKING AREAS SHALL BE COMMON AREAS SUBJECT TO PUBLIC UTILITY EASEMENTS.

AMASA APARTMENTS TOWNHOME PHASE 1

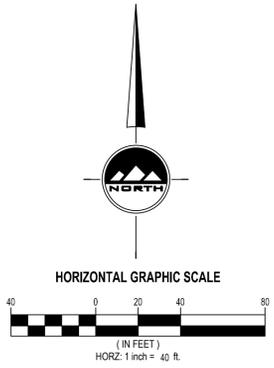
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, T. 26 S., R. 21 E., S.L.B. & M. MOAB CITY, GRAND COUNTY, UTAH 2026

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

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CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	54.15'	22.36'	23°39'47"	N8°37'41"W	22.20'
C2	95.45'	27.91'	16°45'25"	N30°55'05"W	27.82'
C3	15.35'	4.61'	17°11'26"	N79°56'48"E	4.59'
C4	20.00'	2.07'	5°55'04"	S6°57'32"W	2.06'
C5	620.00'	20.02'	1°50'59"	S85°26'30"E	20.02'
C6	2.00'	3.13'	89°47'36"	S25°06'12"E	2.82'
C7	430.00'	153.43'	20°26'36"	N76°08'41"W	152.62'
C8	45.83'	26.93'	33°40'06"	S60°19'09"W	26.55'
C9	88.25'	12.43'	8°04'14"	S78°16'13"W	12.42'
C10	73.41'	43.22'	33°43'52"	S10°15'53"W	42.60'
C11	148.35'	54.50'	21°03'00"	S18°35'20"E	54.20'
C12	162.56'	50.02'	17°37'48"	S42°00'54"E	49.82'
C13	140.32'	83.85'	34°14'21"	S69°51'27"E	82.61'
C14	70.69'	38.79'	31°26'39"	N78°06'30"E	38.31'
C15	102.45'	19.69'	11°00'37"	N66°28'01"E	19.66'
C16	620.00'	224.92'	20°47'08"	N51°15'19"W	223.69'
C17	620.00'	220.43'	20°22'14"	S74°19'54"E	219.27'



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 PHASE 1.

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.

PHASE 1 BOUNDARY DESCRIPTIONS

EXTERIOR BOUNDARY OF LOTS 6, 7, 8, AND 11

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 A POINT WHICH IS LOCATED NORTH 00°16'23" EAST 795.14 FEET ALONG THE MEASURED SECTION LINE AND EAST 1492.63 FEET FROM A FOUND 1" IRON PIN FOUND IN MOUND OF STONES, AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING:

THENCE NORTH 42°46'38" EAST 795.14 FEET;

THENCE NORTHEASTERLY, 4.61 FEET ALONG THE ARC OF A 95.45-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 18°38'55" EAST, AND THE LONG CHORD BEARS NORTH 79°56'48" EAST 4.59 FEET, THROUGH A CENTRAL ANGLE OF 17°11'26");

THENCE NORTHWESTERLY, 27.91 FEET ALONG THE ARC OF A 153.43-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS NORTH 50°42'12" EAST, AND THE LONG CHORD BEARS NORTH 30°55'05" WEST 27.82 FEET, THROUGH A CENTRAL ANGLE OF 16°45'25");

THENCE NORTHWESTERLY, 22.36 FEET ALONG THE ARC OF A 54.15-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS NORTH 8°37'41" WEST, AND THE LONG CHORD BEARS NORTH 09°37'41" WEST 22.20 FEET, THROUGH A CENTRAL ANGLE OF 23°39'47");

THENCE SOUTH 86°22'00" EAST 177.43 FEET;

THENCE SOUTHEASTERLY, 240.45 FEET ALONG THE ARC OF A 620-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 03°38'00" WEST, AND THE LONG CHORD BEARS SOUTH 75°15'23" EAST 238.94 FEET, THROUGH A CENTRAL ANGLE OF 22°19'13");

THENCE SOUTHWESTERLY, 26.93 FEET ALONG THE ARC OF A 45.83-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS NORTH 46°30'54" WEST, AND THE LONG CHORD BEARS SOUTH 80°19'09" WEST 26.55 FEET, THROUGH A CENTRAL ANGLE OF 33°40'06");

THENCE SOUTHWESTERLY, 12.43 FEET ALONG THE ARC OF A 88.25-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS NORTH 15°45'54" WEST, AND THE LONG CHORD BEARS SOUTH 78°16'13" WEST 12.42 FEET, THROUGH A CENTRAL ANGLE OF 08°04'14");

THENCE SOUTH 11°51'01" EAST 8.39 FEET;

THENCE SOUTH 78°45'44" WEST 48.03 FEET;

THENCE SOUTH 11°16'20" EAST 47.61 FEET;

THENCE SOUTH 78°43'40" WEST 3.13 FEET;

THENCE SOUTH 19°47'36" WEST 5.00 FEET;

THENCE NORTH 70°12'24" WEST 5.00 FEET;

THENCE SOUTH 19°47'36" WEST 16.31 FEET;

THENCE SOUTHEASTERLY, 3.13 FEET ALONG THE ARC OF A 2-FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 70°12'24" EAST, AND THE LONG CHORD BEARS SOUTH 29°06'12" EAST 2.82 FEET, THROUGH A CENTRAL ANGLE OF 89°47'36");

THENCE SOUTH 70°00'00" EAST 13.13 FEET;

THENCE SOUTH 20°00'00" WEST 63.09 FEET;

THENCE NORTHWESTERLY, 153.43 FEET ALONG THE ARC OF A 430-FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 24°04'38" WEST, AND THE LONG CHORD NORTH 76°08'41" WEST 152.62 FEET, THROUGH A CENTRAL ANGLE OF 20°26'38");

THENCE NORTH 86°22'00" WEST 204.39 FEET;

THENCE NORTH 03°47'50" EAST 31.66 FEET, TO THE POINT OF BEGINNING.

ALSO, BEGINNING AT A POINT ON THE EXTERIOR BOUNDARY OF LOT 11, WHICH IS LOCATED NORTH 00°16'23" EAST 867.09 FEET ALONG THE MEASURED SECTION LINE AND EAST 1961.35 FEET FROM A FOUND 1" IRON PIN FOUND IN MOUND OF STONES, AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING:

THENCE SOUTHWESTERLY, 43.22 FEET ALONG THE ARC OF A 73.41-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 62°52'11" EAST, AND THE LONG CHORD BEARS SOUTH 10°15'53" WEST 42.60 FEET, THROUGH A CENTRAL ANGLE OF 33°43'52");

THENCE SOUTHEASTERLY, 54.50 FEET ALONG THE ARC OF A 148.35-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 81°56'10" EAST, AND THE LONG CHORD BEARS SOUTH 18°35'20" EAST 54.20 FEET, THROUGH A CENTRAL ANGLE OF 21°03'00");

THENCE SOUTHEASTERLY, 50.02 FEET ALONG THE ARC OF A 162.56-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 56°48'00" EAST, AND THE LONG CHORD BEARS SOUTH 42°00'54" EAST 49.82 FEET, THROUGH A CENTRAL ANGLE OF 17°37'48");

THENCE SOUTHEASTERLY, 83.85 FEET ALONG THE ARC OF A 140.32-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 37°15'41" EAST, AND THE LONG CHORD BEARS SOUTH 69°51'27" EAST 82.61 FEET, THROUGH A CENTRAL ANGLE OF 34°14'21");

THENCE NORTHEASTERLY, 38.79 FEET ALONG THE ARC OF A 70.69-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 03°49'50" EAST, AND THE LONG CHORD BEARS NORTH 78°06'30" EAST 38.31 FEET, THROUGH A CENTRAL ANGLE OF 31°26'39");

THENCE NORTHEASTERLY, 19.69 FEET ALONG THE ARC OF A 102.45-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 28°01'41" WEST, AND THE LONG CHORD BEARS NORTH 56°28'01" EAST 19.66 FEET, THROUGH A CENTRAL ANGLE OF 11°00'37");

THENCE NORTHWESTERLY, 224.92 FEET ALONG THE ARC OF A 620-FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 49°08'15" WEST, AND THE LONG CHORD BEARS NORTH 51°15'19" WEST 223.69 FEET, THROUGH A CENTRAL ANGLE OF 20°47'08"), TO THE POINT OF BEGINNING.

TOTAL OF PHASE 1 CONTAINS: 85,501 SQUARE FEET, OR 1.963 ACRES.

Date: 1/27/26

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 PHASE 1

do hereby dedicate all common area as a blanket public utility easement.

In witness whereof I, we 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 OWNER'S DEDICATION, FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY.

AMASA APARTMENTS TOWNHOME PHASE 1

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

ENSIGN

RICHFIELD
225 N. 100 E.
Richfield, UT 84701
Phone: 435.896.2983

LAYTON
Phone: 801.547.1100
SALT LAKE CITY
Phone: 801.255.0509
TOOELE
Phone: 435.843.3500
CEDAR CITY
Phone: 435.865.1453

WWW.ENSIGNENG.COM

SHEET 1 OF 1

PROJECT NUMBER: 13515

MANAGER: BR

DRAWN BY: TMG

CHECKED BY: DLB

DATE: 1/16/2026

EXHIBIT 5

Common Areas

- CLUBHOUSE & LEASING OFFICE
- PLAYGROUND
- PARKING LOTS AND DRIVE AISLES
- SIDEWALKS AND PATHS
- CARPORTS (NEW)
- TWO 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 Contracts

DRAFT

EXHIBIT 8

Required Infrastructure

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.

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, the owner/developer of Phase 2 will install 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.
-
-

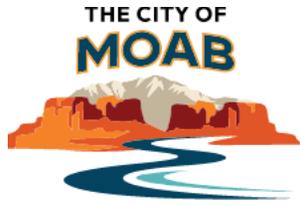
Shared Items

- Two concrete garbage pads + dumpsters

EXHIBIT 9

Summary of MMC Requirements and Exceptions Applicable

- ~~7.1.~~ Front yard setbacks for the Project to be ten (10) feet
- ~~8.2.~~ Waiver of the Active Employment Household requirement of the R-3 Multi-household Residential Zone
- ~~9.3.~~ The Project is subject to a custom approval process outlined in sections 3.4.1-3.4.5 in the Omnibus DA
- ~~10.4.~~ The total number of parking stalls for the Omnibus 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



REQUEST FOR PROPOSAL

For

Vehicle Manufacturer Sponsorship

*Submit proposals to:
City of Moab*

*Attn: _____
217 East Center Street
Moab, UT 84532*

Email: _____

Issue date: February 25, 2026

I. STATEMENT OF PURPOSE:

The City of Moab (the “City”) is home to world-famous four-wheeling, off-roading, mountain biking, hiking, and whitewater rafting expeditions due to its breathtaking redrock canyon terrain.

The City is seeking proposals from road legal 4WD vehicle manufacturers for sponsorship of certain City events, improvements, and initiatives.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. Proposals must be received by no later than **5:00 p.m. on February 27, 2026**, local time in Moab, Utah. Proposals may be submitted in electronic format or as a hard copy. All proposals must be clearly marked "**Vehicle Manufacturer Sponsorship.**"
2. Physical proposals should be sent to:
The City of Moab
Attn: [REDACTED]
217 East Center Street
Moab, UT 84532
3. Electronic proposals should be sent to:
[REDACTED]
4. Inquiries to the City requesting clarification regarding any aspect of this RFP must be made via e-mail and must be received prior to the end of the business day on Friday, February 20, 2026.
[Name]
[Email]
[Phone Number]
5. Any questions regarding this RFP will be handled as promptly and as directly as possible. Questions should be directed to [REDACTED] via e-mail at [REDACTED]. If any question results in a change or addition to the RFP, the changes or additions will be forwarded to all respondents as quickly as possible by addendum.
6. Respondents will designate a contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents will also state the name and title of individuals who will make final

decisions regarding contractual commitments and have the legal authority to execute a contract on the Respondent's behalf.

B. General Notifications:

1. The City hereby notifies all possible respondents that no person will be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
2. The City reserves the right to modify the Proposal and final selection of work product requirements as needed. Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals, and revisions may be permitted after submissions and before award for the purpose of obtaining best and final offers. In conducting discussions, there will be no disclosure of any information derived from proposals submitted by competing Respondents. However, as the City is a governmental entity and subject to the Government Records Access and Management Act, Utah Code Ann. § 63G-2-101 *et. seq.*, all proposals are subject to public disclosure unless protected as provided therein.
3. All proposals submitted will be at the Respondent's sole risk and expense. The City will not pay any costs incurred in submitting a proposal or making necessary presentations of the Respondent's product or services; Respondent will be solely responsible for such expenses.
4. Proposals will be reviewed by the City elected officials and staff members. Proposals will not be opened publicly. The City reserves the right to:
 - i. Disqualify any respondent whose conduct and/or Proposal fails to conform to the requirements of this RFP;
 - ii. Seek clarifications or validations of proposals;
 - iii. Reject any or all proposals received in response to this RFP;
 - iv. Make an award under this RFP in whole or in part;
 - v. Negotiate with the selected Respondent within the scope of this RFP, in the best interest of the City.

C. RFP Schedule:

Issue RFP	February 13, 2026
Last Day for Respondents to Submit Questions	February 20, 2026
RFP Responses Due	February 27, 2026
Shortlist Interviews (if required)	March 5, 2026
Decision Made and Notifications Delivered	March 11, 2026

III. SCOPE OF WORK/EVALUATION FACTORS:

A. Background

The City is a mecca for outdoor recreation, but best known for its four-wheeling, and off-roading events and trails. In 1967, the Moab Chamber of Commerce hosted the first “Easter Jeep Safari,” an event for four-wheeling enthusiasts to explore the trails of Moab with their off-roading vehicles of all makes and models. Today, that event has grown into a nine-day extravaganza, attended by thousands of visitors and regional locals alike. With the growth of Moab’s four-wheeling tourism and other nationally renowned outdoor recreation, so too has Moab’s needs for public improvements, affordable housing, environmental protection, equipment, and infrastructure.

B. Purpose of RFP

The City seeks sponsorship proposals with vehicle manufacturers who value the national treasures of Moab and desire to financially contribute to the City’s future.

The selected vehicle manufacture will participate in a two-year pilot program in which the vehicle manufacturer will provide funding assistance or in-kind contributions that support City needs, services, and initiatives in exchange for naming and sponsorship rights. Possible naming and sponsorship opportunities include the selected vehicle manufacture obtaining rights to sponsor City events, naming rights for certain City facilities, and potentially the right to be the “Official 4x4 of Moab,” subject to applicable laws and regulations.

C. Benefits of Sponsorship

The successful respondent will become the City’s official “Sponsor” for a period of two (2) years. Subject to all applicable legal requirements and limitations, the City’s Sponsor will have the right to use the City’s name and logo in the Sponsor’s promotional materials, advertisements, and other marketing domains. Further, the City’s Sponsor will be provided other publicity opportunities with participation in promotional events, outdoor recreation and preservation campaigns, and other media engagements.

The foregoing rights can position the City’s Sponsor as a leader in four-wheeling technologies, can expose the Sponsor’s brand to a cross-section of demographic, geographic, and lifestyle market segments, can assist in building engaging community relationships and positive associations through events, experiences, and traditions. The Moab name and logo may also potentially drive sales for a new or existing business, increase corporate community engagement, and influence consumer perceptions.

D. City Initiatives

Funds from the City’s Sponsor will assist with the following initiatives, which are listed in no particular order:

- Equipment/Vehicles
- Public Improvements
- Public Infrastructure (e.g., stormwater improvements)
- Affordable and Workforce Housing
- Environmental Preservation
- Trail Maintenance
- City Events
- Dark Sky Preservation
- Promotion of Moab Businesses

E. Evaluation Factors and Proposal Selection

The City will evaluate proposals based on the following weighted factors:

- Financial benefit to the City

20

- Respondent’s ability to support City initiatives 30
- The nature of the Respondent’s media presence and brand within the road legal 4WD community and the City 30
- Effectiveness of Respondent’s proposed use of the City’s name and logo in its materials 10
- Value of other non-monetary contributions offered by Respondent 10

The City reserves the right to use a multiple-stage process to select a final proposal and may, in its sole discretion, invite respondents for an interview. The City reserves the right to request a best and final offer.

IV. PROPOSAL INSTRUCTIONS:

Subject to the successful negotiation of a contract between the City and the chosen Respondent, the contract will be awarded to the Respondent submitting a proposal that best fits the needs of the City and its residents. Failure to complete required portions of the Proposal is sufficient to cause the City to deem the Respondent's Proposal non-responsive and disqualified from consideration.

The respondent must submit the following sections:

1. **Proposal Form** – included as Appendix A in this document.
2. **Description** – A detailed description of the vehicle manufacture’s experience with road legal 4WD, presence and brand recognition within the four-wheeler community, and any connections, if any, with the City and surrounding community.
3. **Plans for Sponsorship Materials**
 - i. A detailed description of the plans and proposals for the use of the City’s name and logo.
 - ii. Methodology and design for promotional materials or advertisements where the City’s name and logo will appear.
4. **Proposed Staffing** - Key personnel will be an important factor considered by the City. Changes in key personnel may be cause for rejection of the Proposal. Include potential third-party associate(s) that are frequently used to accomplish projects.

In addition to Respondent staff duties, provide a description of tasks you will require from City staff.

5. **Proposal Extras** - Respondents are encouraged to provide additional innovative and/or creative approaches for use of the Sponsor's rights as set forth herein as well as encouraged to provide marketing synergies for the City's name and logo. In addition, the City will consider proposals that offer alternative services.
6. **Proposal Exceptions** – Respondents will include any exceptions or requested changes that Respondent has to the RFP conditions or requirements. If there are no exceptions noted, it is assumed that the Respondent understands and agrees to the performance obligations set forth herein this RFP.

V. DISCLAIMERS

1. **Failure to Read** – Failure to read this RFP will be at a Respondent's own risk.
2. **Cost of Developing Qualifications/Proposals** – All costs related to the preparation of the qualifications/proposals and any related activities are the sole responsibility of the contractor. The City assumes no liability for any costs incurred by Respondents throughout the entire selection process, including prior to selection and issuance of a contract.
3. **Discussions with Contractors** – The City reserves the right to enter discussions with the contractor(s) determined to be reasonably susceptible of being selected for award, or to enter exclusive discussions with a contractor whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. If exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter negotiations with the next highest ranked contractor without the need to repeat the formal solicitation process.
4. **Equal Opportunity** – The City will make every effort to ensure that all Respondents are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

5. **Proposal Ownership** – All proposals, including attachments, supplementary materials, addenda, etc., will become the property of the City and will not be returned to each contractor.
6. **Final Authorization** – The City intends to eventually contract with the Respondent whose proposal is deemed most advantageous in experience, qualifications, benefit to the City, and other factors considered in accordance with the weighted decision matrix described above. The City does not necessarily intend to award a contract solely based on any response made to this request or otherwise pay for any information solicited or obtained during the RFP process.
7. **Rejection of Proposals** – The City reserves the right to reject any or all proposals received and disqualify incomplete or late proposals. Proposals lacking required information will not be considered. Furthermore, the City reserves the right to waive any informality or technicality in proposals received when in the best interest of the City. The City will not select any person, firm, or corporation that is in arrears to the City for any obligation. The City may require Respondents to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
8. **Proposal Term** – Proposals will be good for one hundred and twenty (120) days from the closing date of this RFP.
9. **Reservation of Rights** – The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the contract award and reserve the right to accept or reject any or all proposals submitted pursuant to this request for proposals. The City will provide each contractor with written notice of any cancellation and/or modification.

Appendix A

Proposal Form

CITY OF MOAB – PROPOSAL FORM

In accordance with your Request for Proposal, the undersigned hereby proposes to perform as outlined within this Proposal. Furthermore, the undersigned agrees, upon written notice of acceptance of its Proposal, to execute a contract according to its Proposal as accepted.

It is understood that this Proposal constitutes a firm offer which cannot be withdrawn for sixty (60) days after the date set for opening of proposals unless the City accepts a proposal by another party on the same RFP prior to the expiration of such sixty (60) day period.

Prior to the contract award, the City reserves the right to conduct discussions and negotiations and seek clarifications for any information submitted in a respondent's Proposal.

The undersigned hereby certifies that it has examined and is familiar with the RFP packet covering this Proposal, has visited with City management, informed itself fully as to all the conditions and circumstances that might affect the Proposal, has taken all of such into consideration in preparing this Proposal, and understands that the City will not be responsible for any errors or omissions on the undersigned's part in preparing this Proposal.

If subcontractors are used, provide the full names of all subcontractors below:

RESPONDENT _____

SIGNED _____

SUBCONTRACTORS

NAME _____

TITLE _____

ADDRESS _____

TELEPHONE _____