



Land Use, Development and Management Ordinance

As presented:

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Updates suggested in RED

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

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

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CHAPTER 1 DEFINITIONS

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

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

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

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

ACCESSORY USE: A use that:

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

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

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

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

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

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

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

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

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

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

AIRSTRIP: An airfield without normal airport facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BLOCK: An area of land entirely bounded by streets.

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

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

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

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

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

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

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

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

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

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

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

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

CHILDCARE, HOME: Childcare operated on residential premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DELINEATE: To draw or trace the outline of.

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

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

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

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

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

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

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

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

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

ELECTRONIC MESSAGE CENTER (EMC): Any sign, or portion thereof, that displays electronic images, graphics or pictures, with or without textual information. Such a sign has the capability of being changed or altered by electronic means on a fixed display screen composed of a series of lights, including light emitting diodes (LEDs), fiber optics, plasma displays, light bulbs, or other illumination devices within the display area where the message is displayed. EMS includes computer programmable, microprocessor controlled electronic or digital displays.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LOT INTERIOR: A lot other than a corner lot.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ROAD: See Street.

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

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

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

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

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

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

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

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

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

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

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

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

SIGN: Means and includes every advertising message, announcement, declaration, demonstration, display, illustration, insignia, surface, object, device, medium, conveyance or space erected or maintained in view of the observer thereof for identification, advertisement or promotion of the interests of any person, entity, product or service. The definition of “sign” shall also include the sign structure, supports, lighting system and any attachments, ornaments or other features used to draw the attention of observers.

This does not include any flag, badge or ensign of any government or governmental agency erected for and used to identify said government or governmental agency.

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

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

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

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

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

SIGN, ILLUMINATED: A sign which has characters, letters, figures, designs or outlines illuminated by electric lights or luminous tubes as a part of the sign proper, or by devices which reflect or project light upon it.

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

SIGN, OFF-PREMISES: Advertising sign which directs attention to a use, product, commodity or service not related to the premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WIND TURBINE: A turbine that is powered by wind.

CHAPTER 2 GENERAL PROVISIONS

Section 1: PURPOSE

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

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

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

Section 2: SHORT TITLE

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

Section 3: AUTHORITY PROVISIONS

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

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

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

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

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

Section 4: LICENSES TO CONFORM

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

Section 5: BUILDING PERMITS REQUIRED

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

Section 6: BUILDING PERMIT APPLICATIONS; LOT PLAN REQUIRED

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

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

Section 7: PERMITS TO COMPLY WITH LAND USE REGULATIONS

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

Section 8: PARCELS WITH MULTIPLE ZONES

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

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

Section 9: CERTIFICATE OF OCCUPANCY AND LAND USE COMPLIANCE

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

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

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

1. Residential Certificates

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

2. Commercial, Industrial, and Institutional Certificates:

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

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

Section 10: CONSTRUCTION AND USE TO CONFORM TO PLANS

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

Section 11: ENFORCEMENT ACTIONS

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

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

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

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

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

D. Civil Fines

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

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

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

F. Abatement by County

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

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

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

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

Section 12: EXPIRATION OF APPLICATIONS AND APPROVALS

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

B. Building Permits

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

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

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

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

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

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

Section 13: PAYMENT OF FEES

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

Section 14: SEVERABILITY

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

Section 15: CONFLICTING PROVISIONS

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

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

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

CHAPTER 3 APPEALS

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

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

Section 1: LAND USE APPEAL AUTHORITY

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

Section 2: PARTIES

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

Section 3: INITIATING AN APPEAL

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

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

Section 4: APPEAL PROCESS

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

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

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

F. Briefing

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

G. Hearing

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

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

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

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

Section 5: DECISION

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

CHAPTER 4 NONCONFORMING USES

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

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

Section 2: NONCONFORMING USES; CONTINUATION AND ABANDONMENT

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

Section 3: NONCONFORMING STRUCTURES

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

Section 4: RECONSTRUCTION OF NONCONFORMING STRUCTURE PARTIALLY DESTROYED

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

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

Section 5: NONCONFORMING USE OF UNDEVELOPED REAL PROPERTY

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

Section 6: NONCONFORMING LOT OF RECORD DETERMINATION

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

Section 7: NONCONFORMING LOTS OF RECORD LAND USE REGULATIONS

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

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

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

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

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

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

Section 10: DIMINISHED NONCONFORMING USE

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

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

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

CHAPTER 5 VARIANCES

Section 1: VARIANCE PROCEDURE

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

CHAPTER 6 SUBDIVISIONS

Section 1: SUBORDINATION TO STATE LAW

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

Section 2: DESIGNATION OF ADMINISTRATIVE AUTHORITY FOR SUBDIVISION APPLICATIONS

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

Section 3: CONSOLIDATION OF PRELIMINARY AND FINAL APPLICATION PROCESSES

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

Section 4: SUBDIVISION PLAT APPLICATION REQUIRED

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

Section 5: REVIEW CYCLE LIMITS AND TIMELINE

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

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

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

Section 6: APPEALS PROCESS FOR SUBDIVISION APPLICATIONS

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

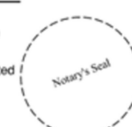
Section 7: SUBDIVISION PLAT APPLICATION AND SUBMISSIONS

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

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

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

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

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

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

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

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

Section 8: SUBDIVISION IMPROVEMENT PLAN SUBMISSION

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

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

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

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

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

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

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

Section 9: RECORDING OF THE APPROVED PLAT

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

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

Section 10: OPTIONAL PRE-APPLICATION PROCESS

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

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

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

Section 11: AMENDMENTS AND VACATIONS

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

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



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

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

Section 12: EXEMPTION FROM PLATTING REQUIREMENTS AND WAIVERS

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

B. Waivers

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