CONDITIONAL USE PERMIT LIST OF CONDITIONS FOR MOJAVE VILLAGE APPROVED BY IVINS CITY COUNCIL ON _____

Background

Mojave Village is a ten acre project, owned by Teancum Properties, LLC, and Platinum Strategies, LLC and is being developed by AnA Enterprises LLC, located at Guy Lane and Fitness Way, which is currently zoned Resort Commercial (RC). The project had a conditional use permit approved on February 16, 2023 but that has since expired. The original plan was for 96 units and included resort amenities that included a clubhouse with a central check-in location and a reference to other amenities that were identified as follows: "such as pool, pickleball courts, etc."

New Project Proposal

The developer is now proposing 160 resort hotel units with the expectation of overnight rentals. Each unit is expected to be built as attached townhomes where each would have a two car garage. In lieu of providing any amenities, the developer has offered to pay an amount equal to the full park impact fee, which is not otherwise required by resort development. The developer has also offered that the project would consist of housing that would stay less than 25 feet in height on the exterior of the project, while the remaining interior would be subject to 35 feet height restrictions.

The preliminary plan is showing proposed site plan and grading. They will meet all Ivins Design guidelines such as color, lighting, materials.

Standard Conditions

1. The Project shall comply with the Ivins City Standard Specifications for Design and Construction.

2. The Project shall comply with all applicable requirements of the Ivins City Zoning Ordinance (Title 16 of the Ivins City Code), particularly chapters 11 (General Development Standards), 12 (Supplementary Development Standards), 19 (Site Plan and Building Design Requirements), 20 (Off Street Parking and Loading), 21 (Signs), 22 (Landscaping and Outdoor Lighting), and 26 (Building Code and Building Permits).

3. The Project shall comply with all applicable Building and Construction Codes as adopted by Ivins City in Title 14 of the Ivins City Code.

4. Before any grading begins or is allowed on the Property, a Grading Permit must first be obtained from the Ivins City Public Works Department and all conditions thereof must be strictly followed and complied with throughout the duration of such permit.

5. The Project must comply with all City Master Plans, including Transportation, Culinary Water, Secondary Water (Irrigation), Sewer, Storm Drain, Parks and Public Safety.

6. There is a potential shortage of culinary and secondary water in the City and building permits will be issued only upon availability.

Conditions Specific to this Project

1. The project shall provide on-site property management with a centralized booking system.

2. The project shall provide building height buffering by limiting the height of the building structures on the perimeter of the project to 25 feet in height as measured from the approved pad elevation.

3. In lieu of providing resort hotel amenities, the project shall provide an in lieu payment of $5,224.00 per unit, paid at the time of platting for each phase based on the number of units in the phase. These funds shall be made available to the City for the completion of the adjacent City Park known as Fitness Way Park. See additional information below.

4. The project shall complete the full-width street improvements on Guy Lane to the far extent of their project as part of the construction improvements for the adjacent phase, including the extension of all utilities.

5. The project interior private roads shall be designated as no on-street parking with installation of all necessary signs to make such designation enforceable, to be enforced by property management. All parking shall be contained to two enclosed garage spaces per unit, driveways that are in front of the garages and 33 visitor parking spaces located on the interior of the project.

6. Garages shall not be used for storage such that it would prevent the parking of two cars.

7. The project shall ensure that upstream drainage impacts shall be mitigated as necessary. If mitigation measures require improvements to the adjacent landowner, then approvals shall first be obtained prior to the installation.

8. The project will need to provide temporary turn arounds or a temporary loop roadway until the adjacent landowner develops and connects to stub roads on Guy Lane and the Park Access Roadway as part of the adjacent phases. The project must obtain adjacent landowner permission prior to the installations.

Payment in Lieu Conditions (Specific Condition No. 3 above)

The City acknowledges the potential adverse impacts of a project with density as high as proposed in the Project. In other zones in the City where a project of this density could be proposed the City would otherwise require improved open space and private amenities to be constructed as project improvements. As the Project is being approved pursuant to the City's conditional use regulations, the City could condition approval of the Project on similar required improved open space and private amenities. Such conditions would mitigate the adverse impacts associated with such high density.

However, Developer has indicated that Developer is materially opposed to any such required conditions. In lieu of such conditions, Developer has proposed that the City accept payment

Commented [A1]: Developer is requesting to remove this requirement. Instead they request that it be subject to: **16.07.806: APPROVAL CRITERIA: Short term Overlay**

All approved short term residential properties are managed by either an onsite Property Manager or an offsite property manager which is located within twenty (20) minutes (commute time) of the development. The Property Manager shall be the 'Responsible Party' for the entire development and shall provide information on current occupants to police, emergency, or city personnel as needed. The Property Manager shall be available twenty-four (24) hours a day and shall respond to complaints and concerns within one (1) hour of any phone call. The Property Manager shall maintain a Utah sales tax license, and shall collect and submit to the State Tax Commission the required transient room tax for all short-term residential rental units.

With the following change:
Delete: either an onsite Property Manager or
Change: (20) to (30) Because of all the new stop lights.

from Developer of $5,224 per unit (the "Payment in Lieu") for the City to use to develop a public park adjacent to the Project (the "Park") which would have a similar effect of providing space for outdoor activities for the residents of the Project. The Payment in Lieu for any unit shall be due before any final plat is approved that contains that unit.

The City is willing to accept this proposal in lieu of otherwise requiring improved open space and private amenities, conditioned upon Developer waiving any claim that such payments are impact fees subject to the Utah Impact Fee Act in any manner and waiving any claim that such payments are an unconstitutional exaction in any manner. By executing this document below, Developer is hereby waiving such claims and acknowledging that the payments required hereby are constitutional and are a "fee for project improvements" excluded from the definition of an impact fee by UCA 11-36A-102(9)(b) (2025). To ensure that any such payments are proportional, the City shall return any portion of such payments not timely used by the City to the then current owners of any units for which such payment was made when approved. The City will be deemed to have timely used such payments if the funds received thereby are used within 5 years of receipt by the City of the first Payments in Lieu.

The City may use such funds for any purpose related to the development of the Park, including entitlements, design or any other reasonable pre-construction or construction expenses incurred by the City related to the Park, before using any impact fees or other funding. The City shall pay any such refund to the then current recorded owners of any units for which the original Payment in Lieu was made, with each such owner receiving an amount equal to the total amount not used, divided by the total number of units for which the original Payment in Lieu was paid.

If Developer or any successor in interest refuses to make any required payment hereunder for any reason, including but not limited to a claim that the payment is an improper impact fee and/or an unconstitutional exaction, this conditional use permit shall terminate and the City shall have no obligation to allow any of the uses approved hereby to continue or to issue any building permits for any structures otherwise allowed hereby.

Recordation

This List of Conditions shall run with the land, and shall be binding upon all heirs, successors and assigns of the Owner (and the term "Owner", as used herein, shall include all such successors and assigns). This List of Conditions shall not be recorded in the Office of the Washington County Recorder, but the City or the Owner may record a notice of the existence of the Conditional Use Permit for the Project, advising interested third parties that additional information regarding the CUP and this List of Conditions may be obtained from Ivins City, and including the appropriate contact information for the City.

Breach of Conditions

Any failure of the Owner to comply with any of the foregoing conditions shall entitle the City to withhold further permits for the Project until such conditions have been fully satisfied, modified by the City Council, or the City Council accepts a detailed plan to remedy the breach of the condition. This would be in addition to any other legal or equitable remedies the City may have.

ACKNOWLEDGEMENT

The Developer hereby acknowledges all conditions and terms hereof by executing this List of Conditions as follows:

AnA Enterprises LLC

_____

By:_____

Its:_____

Teancum Properties LLC

_____

By:_____

Its:_____

Platinum Strategies LLC

_____

By:_____

Its:_____