

Mayor
T. Colten Johnson
City Manager
Kyler Ludwig
Treasurer
Danielle Ramsay



City Council
Arlon Chamberlain
Scott Colson
Chris Heaton
Boyd Corry
Peter Banks

KANAB CITY PLANNING COMMISSION

26 North 100 East
Kanab, UT 84741

March 19, 2024

NOTICE is hereby given that the Kanab Planning Commission will hold its regular Commission Meeting on the 19th day of March 2024, in the City Council Chambers at the Kanab City Office located at 26 North 100 East in Kanab. The Planning Commission meeting will convene at 6:30 PM and the agenda will be as follows:

Agenda Items:

1. Call to Order and Roll Call
2. Approval of meeting minutes from January 16, 2024, February 20, 2024, and March 5, 2024
3. Public Comment Period – Members of the public are invited to address the Planning Commission. Participants are asked to keep their comments to 3 minutes and follow rules of civility outlined in Kanab Ordinance 3-601

Legislative Decision:

4. **Public Hearing** – Discuss and recommend to City Council a text amendment to the General Ordinance Section 10-600 Building Regulation regarding temporary structures used during construction of commercial, planned unit developments and subdivision developments.
5. **Public Hearing** – Discuss and recommend to City Council an application for a zone change to Parcel K-24-4A from R-1-8 to C1 [Applicant: Ben Beckstead] approximately located at 202 E 100 N
6. **Public Hearing** – Discuss and recommend to City Council a Development Agreement for Hidden Canyon Subdivision, a Planned Development Overlay [Parcel K-15-1-Annex & K-14-15-Annex] approximately located at 1700 E Highway 89.

Administrative Decision Items:

7. Discuss and recommend an amendment to a preliminary site plan for Hidden Canyon Subdivision, a Planned Development Overlay [Parcel K-15-1-Annex & K-14-15-Annex] approximately located at 1700 E Highway 89.

– A Western Classic –

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Work Meeting:

Staff Report:

Commission Member Report:

Council Member Liaison Report:

Times listed for each item on the agenda may be accelerated as time permits or may be taken out of order as moved upon by the commission. If you are planning to attend this public meeting and due to a disability need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting, and we will try to provide whatever assistance may be required. Please contact the Kanab City Offices.

— A Western Classic —

Kanab City Planning and Zoning Commission Meeting
January 16, 2024
Kanab City Council Chambers
26 North 100 East
6:30 PM

1. Call to Order and Roll Call

Present: Chair Pro Tem Taylor Glover; Commission Members Ben Clarkson; Heather Russell; Terry Edwards; Russ Whitaker; Land Use/Building Administrator Janae Chatterley; Land Use Coordinator/ Building inspector Colton J. Porter; and City Attorney Kent Burggraaf City Planner Bob Nickelson City Council Liaison Arlon Chamberlain.

Not Present: Ben Aiken; Casey Glover.

2. Approval of Minutes from November 7, 2023 and January 2, 2024.

Terry Edwards made a motion to approve the minutes from January 2, 2024 and November 7, 2023. Taylor Glover seconded the motion.

An all-in favor was called on the motion to approve the two sets of minutes, it was as follows:

Ben Aiken: Not Present
Ben Clarkson: Yes
Heather Russell: Yes
Terry Edwards: Yes
Russ Whitaker: Yes
Taylor Glover: Yes
Casey Glover: Not Present
Motion carries.

3. Public Comment: No Public Comment.

Administrative Decision Items:

4. Discuss a petition to amend Land Use Ordinance Chapter 4-21 Private Lanes

Janae Chatterley stated that staff has received a petition to amend chapter 4-21 private lanes on the width requirement for the road base.

Planning Commission was in a general consensus to look at chapter 4.

5. Public Hearing to discuss and recommend to City Council a text amendment on Chapter 4-21 Manufactured Homes- KCR Zone and Chapter 4-26 Private Lanes.

Janae Chatterley stated that Staff received a request to petition an amendment to the ordinances regarding the width of the private lanes required for road base. Staff, prior to the petition, had already identified a need to amend the requirement for a Conditional Use Permit. It was on the staff's list of future items for the Planning Commission to review.

Fire Chief Brett Pierson Stated that the International Fire Code has specific widths, but his concern with this is not necessarily that two vehicles could not pass each other on that width, but if the fire department set up and laid out their big hose of the back of a truck and takes up one lane of that road. One of the rules of the fire service is "you do not go somewhere that you're not going to come back out of easily." We take an ambulance to every structure fire for a reason. If the road gets approved at less than 18 feet wide, he has concerns getting equipment and fire trucks in and out of areas without having to drive equipment and trucks off of the compacted road base onto soft Sholders which could cause a fire truck to tip over.

Planning Commission discussed at length about the private lane easements and what width they should be, and if they could ever be dedicated as a city street how the private lane easement should be 50 foot to meet the city standard for roads.

Applicant Chris Heaton I have talked to Chief Pierson and his recommendation was 18 feet wide. A standard vehicle is 8 foot wide so 18 feet is sufficient for two to pass each other. To be honest I think 16 would be sufficient. The first few paragraphs in the proposed changes to the ordinance we do not have any concerns with but paragraph 5 I think that there would be a better way to phrase

the end of the paragraph. Paragraph 8, the part about the home being oriented to face the private lane. He had some concerns with this verbiage, in paragraph 10. He went on to suggest that the verbiage was a little heavy handed on ticketing someone for parking on their private lane on their own property. Chris Heaton would like to see the ordinance remain fair across the board.

Planning Commission and staff discussed the fines and timelines for acting on the fines in the city limits.

Co applicant Dan Chamberlain I submitted my building permit with my private lane at 26-foot because that is what the standard was, I built my house with help of friends and family to save money. Building the road at 26 feet would be a huge cost for me and would take away from our hay field 2 wind rows, roughly 100 to 150 bails of hay per cut of hay. I have made big improvements to the road already with road base.

Taylor Glover asked Dan if he had looked into the cost of putting his road to 26 foot wide? Dan explained that depending on the seller it would cost between \$24,000 to \$30,000 for his road. Taylor Glover did some rough calculations for an 18-foot-wide lane by 3000 foot to match Dans lane it would cost for just the road base \$20,000, and then add in paying someone to put it in for you if you do not have the means to yourself.

Arlon Chamberlain stated that in Dan's situation the lane goes down one side of a farm field, if that land was ever to be subdivided the road most likely would not stay on the edge of the property it would most likely loop around through the property and come back a different way to get houses on each side of the road. I don't feel it makes a lot of sense to make a big nice road on the edge of the property that is most likely to change if it gets subdivided. What would happen to the public easement along that line if that road gets changed?

City road easements were discussed for private lanes at length between Planning Commission, Staff, and the Fire Chief.

Planning Commission discussed at length about the widths of private lanes and what width they would like to see them at. It was decided to change the width to 18 feet wide of gravel surface.

Ben Clarkson made a motion to look at the part of the ordinance and ordinances looking at the way homes are oriented to the street.

No vote was taken. But it was suggested by staff Request review of ordinance during the commission member report at the end of the meeting.

Planning Commission discussed at length the requested bump out around the fire hydrant and the home at length with staff and the fire chief.

Taylor Glover made a motion

A roll call vote was taken.

Ben Aiken: Not Present

Ben Clarkson: Yes

Heather Russell: Yes

Terry Edwards: Yes

Russ Whitaker: Yes

Taylor Glover: Yes

Casey Glover: Not Present

6. Work Meeting Training on General Plan, Land Use Regulations, Ex Parte Contacts provided by Bob Nicholson.

7. Open & Public Meetings Training provided by Kent Burggraaf.

Staff Report:

Commission Member Report:

Council Member Liaison Report:

Taylor Glover made a motion to adjourn the meeting. Heather Russell second the motion.

A roll call vote was taken.

Ben Aiken: Not Present

Ben Clarkson: Yes

Heather Russell: Yes

Terry Edwards: Yes

Russ Whitaker: Yes
Taylor Glover: Yes
Casey Glover: Not Present

Meeting adjourned.

DRAFT

Kanab City Planning & Zoning Commission Meeting
February 20th, 2024
Kanab City Council Chambers
26 North 100 East
6:30 PM

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7 1. Call to Order and Roll Call – Commission Chair Whitaker called the meeting to order.

8 **In attendance** – Chair Russell Whitaker; Commission Members Heather Russell; Ben Clarkson; Casey
9 Glover; Taylor Glover, City Attorney Kent Burggraaf, City Manager Kyler Ludwig, and City Treasurer
10 Danielle Ramsay.

11 **In attendance via Zoom** – Land Use Coordinator Janae Chatterley, and City Planner Bob Nicholson.

12 **Not in attendance** – Commission Members Terry Edwards and Ben Aiken. City Council Liaison, Arlon
13 Chamberlain.

14 2. Approval of Minutes of Previous Meeting – No motion was made.

15 Public Comment Period: Members of the public are invited to address the Council.

16 3. Participants are asked to keep their comments to 3 minutes and follow the Rules of Civility Outlined
17 in Kanab Ordinance 3-601.

18
19 *No Public Comment was made.*

20
21 **Administrative Decision Items:**

22
23 **4. Discuss, approve or deny a site plan review for a new building located at 98 W Center Street**
24 **(Applicant NWL Architect and State Bank of Southern Utah).**

25
26 Mr. Ludwig explained NWL Architects is representing State Bank of Southern Utah who would like to
27 demo the current building at 98 W Center Street and build a new building. Parcel K-21-3 is zoned C1. The
28 construction of a new commercial building requires that the Planning Commission complete a Site
29 Plan Review under Kanab City Land Use Ordinance, Chapter 9 – Site Plan Review.

30 After reviewing the application and analyzing the application and submittal documents, staff has
31 found that they meet the Kanab City Ordinances and recommends that the Planning Commission
32 approve the Site Plan for new commercial building, with the conditions of approval.

33 A. Approval is contingent that a conditional use permit is approved to modify the parking for a
34 business that has street frontage on Highway 89.

35 B. The owner is responsible for securing the appropriate building and/or grading permits prior
36 to any construction activity or infrastructure for the development.

37

38 Commission Member Taylor Glover made a motion to approve the site plan for a new commercial
39 building located at 98 W Center Street as outlined by staff in report #2024001. Commission Member
40 Casey Glover seconded. Motion passed.

41

42 Ben Clarkson – YES

43 Ben Aiken – Absent

44 Heather Russell – YES

45 Terry Edwards – Absent

46 Taylor Glover – YES

47 Casey Glover - YES

48

49 **5. Discuss, approve or deny a site plan review for a conditional use permit to modify parking for a**
50 **business with street frontage on Highway 89 (Applicant NWL architect and State Bank of Southern**
51 **Utah).**

52

53 Mr. Ludwig explained that an application for a Conditional Use Permit application was received from
54 applicant, NWL Architect representing State Bank of Southern Utah. State Bank of Southern Utah is
55 planning to demo the existing building and build a new building. The new building is eligible for a 50%
56 parking reduction, bringing the required parking to a total of 17 parking spaces. Currently the site
57 plan for the new building shows 11 parking spaces. Chapter 6 – Parking Requirements does allow
58 for the parking to be modified by a conditional use permit if the commercial business fronts
59 Highway 89.

60 The Conditional Use Application has satisfied the request to modify the parking for a commercial
61 business that fronts Highway 89 through Chapter 6 and Chapter 8. With the plans for extending
62 the drive-thru lanes to 4 lanes and the amount of off-street parking within 300 feet of the building,
63 Staff recommends a positive recommendation for the conditional use permit with the conditions of
64 approval.

65

66 Applicant Terrance White explained the current and future parking arrangements. He also explained
67 their plan for a temporary structure during construction.

68

69 The Commission discussed the parking requirements in detail.

70

71 Commission Member Russell made a motion to approve the conditional use permit for the parking
72 modification at 98 W Center Street based on Staff's findings and conditions listed in the staff report, File
73 #2024002 and the findings in Chapter 8, Section 8-6 (B). Commission Member Taylor Glover seconded.
74 Motion passed.

75

76 Ben Clarkson – YES

77 Ben Aiken – Absent

78 Heather Russell – YES

79 Terry Edwards – Absent

80 Taylor Glover – YES

81 Casey Glover - YES

82

83 **6. Discuss and recommend a final site plan review for a Planned Development Overlay (Ventana**
84 **Resort Village) located at 650 E Kane Plex Drive. (Applicant Iron Rock Engineer/Mountain West**
85 **Development).**

86

87 Mr. Ludwig explained SITLA, property owner, and their representative, Iron Rock Engineering have
88 applied for a Final Site Plan, Phase 1. Final Site Plans are regulated through the Kanab City Land Use
89 Ordinances, Chapter 23. Phase 1 will consist of 42 Townhomes, 30 Obtainable housing, and a
90 community pool & spa for a total of 72 residential units.

91 Kanab City Land Use Ordinance Chapter 23, Section 23-10 regulates a Final Site Plan process.

92 An application shall be submitted within eighteen (18) months of the approved Planned
93 Development Overlay. The following documents shall be submitted with the application for the
94 Final Site Plan: Final Site Plan Layout, Grading and Drainage, Utilities, Landscaping, and Typical
95 Building Elevations. Phased plans are required to submit a final site plan for each phase.

96 All required documents for the application have been received by the applicant or the
97 representative. The Development Committee has reviewed the documents and forwarded to the
98 City Attorney, City Engineer, and Public Works Director. The City Engineer is currently
99 reviewing the submitted documents to see if any further recommendations may be needed.

100

101 Representative Josh Beazer with Iron Rock Engineering briefly explained the site plan.

102

103 Commission Member Russell made a motion to send a positive recommendation to City Council for the
104 final site plan on Phase 1, Ventana Resort Village based on the findings and conditions of approval as
105 outlined in the staff report for file #2023054. Commission Member Clarkson seconded. Motion passed.

106

107 Ben Clarkson – YES

108 Ben Aiken – Absent

109 Heather Russell – YES

110 Terry Edwards – Absent

111 Taylor Glover – YES

112 Casey Glover - YES

113

114 **7. Discuss and recommend a plat amendment for a lot line adjustment on Parcel 34-51 (Timpson and**
115 **Baird) located at 640 W Powell Drive in the Kanab Creek Ranchos Subdivision, Unit 1 (Applicant Iron**
116 **Rock Engineer).**

117 Mr. Ludwig explained that Iron Rock Engineer, representative of Tara Timpson & Josh Baird applied to
118 amend the plat for Kanab Creek Ranchos, Unit 1 parcels 34-51 located approximately at 8640 W Powell
119 Dr. The plat amendment consists of a lot line adjustment. The current zone is RR-1. The lot line
120 adjustment will be adding 0.21 acres to the property increasing the size from 2.03 acres to 2.24 acres. A
121 Public Hearing will be held with City Council on February 27, 2024.

122 After reviewing the application and analyzing the proposed plat amendment, staff recommends
123 that the Planning Commission send a positive recommendation for approval of the proposed plat
124 amendment to the Kanab City Council.

125
126 Commission Member Taylor Glover made a motion to send a positive recommendation to
127 City Council for the plat amendment to the Kanab Creek Ranchos, Unit 1, affecting parcel 34-51 based
128 on the findings and conditions or approval as outlined in the staff report #2023057. Commission
129 Member Russell seconded. Motion Passed.

130 Ben Clarkson – YES
131 Ben Aiken – Absent
132 Heather Russell – YES
133 Terry Edwards – Absent
134 Taylor Glover – YES
135 Casey Glover - YES
136

137 **8. Discuss and recommend a plat amendment to split the property into two lots on parcel 34-58**
138 **(Taylor) located at 898 W Grand Canyon Drive in the Kanab Creek Ranchos Subdivision, Unit 1**
139 **(Applicant Iron Rock Engineer).**

140
141 Mr. Ludwig explained that Iron Rock Engineer, representative of Norman & Peggy Taylor applied to
142 amend the plat for Kanab Creek Ranchos, Unit 1 parcels 34-58 located approximately at 898 W Grand
143 Canyon Dr. The plat amendment consists of a minor subdivision splitting the lot into 2 lots. The current
144 zone is RR-1. The proposed lots will be split into two lots lot 58A is 1.46 acres and lot 58B is 1.08 acres. A
145 Public Hearing will be held with City Council on February 27, 2024.

146 After reviewing the application and analyzing the proposed plat amendment, staff recommends
147 that the Planning Commission send a positive recommendation for approval of the proposed plat
148 amendment to the Kanab City Council.

149
150 Applicant Josh Beazer with Iron Rock Engineering explained the reason for the applicant's request for
151 the plat amendment.

152
153 Commission Member Taylor Glover made a motion to send a positive recommendation to City Council
154 for the plat amendment to the Kanab Creek Ranchos, Unit 1, affecting parcel 34-58 based on the
155 findings and conditions or approval as outlined in staff report #2024003. Commission Member Clarkson
156 seconded. Motion Passed.

157 Ben Clarkson – YES
158 Ben Aiken – Absent
159 Heather Russell – YES
160 Terry Edwards – Absent
161 Taylor Glover – YES
162 Casey Glover – YES

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9. Public Hearing to discuss and recommend a Preliminary Plat for Ventana Resort Village Phase 1.

Mr. Ludwig explained that SITLA, property owner, and their representative, Iron Rock Engineering have applied for a Preliminary Plat, Phase 1. Preliminary Plats are regulated through the Kanab City Subdivision Ordinances, Chapter 2. Phase 1 of Ventana Resort Village consists of 44 platted lots. All required documents for the application have been received by the applicant or the representative. The Development Committee has reviewed the documents per the ordinance and forwarded them to the City Attorney, City Engineer, and Public Works Director and the review completed. Staff recommends a positive recommendation to City Council.

Representative Josh Beazer with Iron Rock Engineering explained the preliminary plat.

Commission Member Russell made a motion to send a positive recommendation to City Council for the Preliminary Plat on Phase 1, Ventana Resort Village based on the findings and conditions of approval as outlined in the staff report for file #2023053. Commission Member Casey Glover seconded. Motion Passed.

- Ben Clarkson – YES
- Ben Aiken – Absent
- Heather Russell – YES
- Terry Edwards – Absent
- Taylor Glover – YES
- Casey Glover – YES

Work Meeting:

10. Discuss a zone change application for parcel K-24-4A

Mr. Ludwig explained that the City received an application for a zone change to parcel K-24-4A. The applicant requested the opportunity to address the Planning Commission.

Applicant Ben Beckstead explained that he recently purchased parcel K-24-4A and is wanting to be proactive with the re-zoning of the parcel and address any concerns the Commission might have. He explained his plans for parking in detail.

11. Discuss a petition to amend the Land Use ordinances to allow for commercial temporary structures in a residential zone.

Mr. Ludwig explained that this agenda item was discussed earlier in the meeting with agenda item #5.

Staff Report: Ms. Chatterley explained the zoning request for parcel K-24-4A and the parking requirements will come with the site plan review. She also explained that the Commission may want to review Chapter 20.

205

206 **Commission Member Report:** No report was given.

207

208 **Council Member Liaison Report:** No report was given.

209

210 Commission Member Taylor Glover made a motion to adjourn the meeting. Commission Member
211 Clarkson seconded. Motion Passed.

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UNAPPROVED

Kanab City Planning and Zoning Commission Meeting
March 5, 2024
Kanab City Council Chambers
26 North 100 East
6:30 PM

1. Call to Order and Roll Call

Present: Commission Members Ben Aiken; Heather Russell; Terry Edwards; Chair Russ Whitaker; Casey Glover; Ben Clarkson; Land Use/Building Administrator Janae Chatterley (through phone call); Land Use Coordinator/ Building inspector Colton J. Porter; and City Attorney Kent Burggraaf.

Not Present: Taylor Glover; City Planner Bob Nickelson; City Council Liaison Arlon Chamberlain.

2. Public Comment: None.

3. Discuss and recommend to City Council a plat amendment to the Kanab Creek Ranchos, Unit 7

Colton J. Porter Stated that Red Sands Geomatics, representative of Trevor and Jodi Peterson and Moqui Knoll, LLC applied to amend the plat for Kanab Creek Ranchos, Unit 7 parcels K-134-713A & K-134-713B located approximately at 1963 S Powell Dr & 537 W Piute Dr. The plat amendment consists of a lot line adjustment. The current zone is RR-1. Currently lot 713A is 1.78 acres and 713B is 3.03 acres. The proposed lot line adjustment will increase lot 713A to 2.28 acres and decrease lot 713B to 2.52 acres.

Michael Stewart (applicant representative) stated that this had been amended previously years ago and they are wanting to give the lot on the west side a little more acreage.

The Planning Commission discussed briefly about the lot line adjustment.

Terry Edwards Made a positive recommendation to the City council for the plat amendment to the Kanab Creek Ranchos unit 7, affecting parcels k-134-713a and

k-134-713b biased on the finding and conditions of approval in staff report number 2024004. Ben Aiken seconded the motion.

A roll call vote was taken.

Ben Aiken: Yes

Ben Clarkson: Yes

Heather Russell: Yes

Terry Edwards: Yes

Russ Whitaker: Yes

Taylor Glover: Not Present

Casey Glover: Yes

Motion carries

Ben Clarkson made a motion to adjourn the meeting. Russ Whitaker second the motion.

A roll call vote was taken.

Ben Aiken: Yes

Ben Clarkson: Yes

Heather Russell: Yes

Terry Edwards: Yes

Russ Whitaker: Yes

Taylor Glover: Not Present

Casey Glover: Yes

Meeting adjourned.

Mayor
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City Manager
Kyler Ludwig
Treasurer
Danielle Ramsay



City Council
Arlon Chamberlain
Chris Heaton
Scott Colson
Kerry Glover
JD Wright

Kanab City Planning Commission Staff Report

File Number 20240319

Date:	March 15, 2024
Meeting Date:	March 19, 2024
Agenda Item:	Public Hearing to discuss and recommend to City Council a text amendment on General Ordinances 10-600 Building Permit Regulations

Attachments:

- **Exhibit A: Proposed Amendment(s)**

Summary:

Staff is requesting a text amendment to the building permit regulations in the General Ordinances 10-600 to allow for temporary structures for commercial, planned unit developments and subdivision construction. It is common for a development to install a temporary structure during the construction of a building or development. The city has been allowing this type of use and until recently did not realize it was not specifically permitted through code.

Recommended Motion:

I move to send a positive recommendation to City Council to adopt changes to the General Ordinances identified in exhibit A of the staff report for 20240319.

I move to send a positive recommendation to City Council to adopt changes to the General Ordinances identified in exhibit A of the staff report for 20240319, with the following amendments:

I move to send a negative recommendation to City Council.

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JD Wright

Exhibit A: Proposed Amendment

Section 10: FIRE, HEALTH, SAFETY AND WELFARE

Section 10-100	Fires - Department - Code
Section 10-111	Creation
Section 10-120	Personnel and Duties
Section 10-121	Creation of Position of Chief
Section 10-122	Powers and Duties of Chief
Section 10-123	Employees
Section 10-130	Powers of Fire Department
Section 10-131	Emergency Vehicles
Section 10-132	Removal of Obstructions at Fire
Section 10-133	Control of Persons
Section 10-134	Interference with Firemen in Discharge of Duties
Section 10-135	Unlawful Interference With Officers, Apparatus, Water, etc.
Section 10-136	Investigation after Fire Report
Section 10-137	Right to Enter Upon and Inspect Premises
Section 10-139	False Alarm
Section 10-140	Burning Ordinance
Section 10-141	Fee for Inspection
Section 10-142	Establishment and Duties of Bureau of Fire Prevention
Section 10-143	Definitions
Section 10-144	Entire Municipality Designated Fire District
Section 10-145	Fire District Number One
Section 10-146	Fire District Number Two
Section 10-147	Fire District Number Three
Section 10-148	Prohibited Storage above Ground
Section 10-149	Bulk Plants for Flammable or Combustible Restricted
Section 10-150	Bulk Storage of Liquefied Petroleum Gases
Section 10-151	Explosives Restricted
Section 10-158	Appeals
Section 10-159	New Materials, Processes or Occupancies Which May Require Permits
Section 10-160	Penalties

Section 10: FIRE, HEALTH, SAFETY AND WELFARE

Section 10-200	Health
Section 10-211	Board of Health Established
Section 10-212	Duties and Powers of Board of Health
Section 10-213	Permits
Section 10-220	Health Director
Section 10-221	Position Created
Section 10-222	Powers and Duties of Health Director
Section 10-223	Unwholesome Food
Section 10-224	Vacating Premises
Section 10-225	Discharge of Sewage Pollution
Section 10-226	Inadequate Plumbing
Section 10-300	Nuisances
Section 10-301	Purpose
Section 10-302	Definitions
Section 10-305	Nuisance - Definition
Section 10-310	Exceptions
Section 10-312	Responsibility for Nuisances
Section 10-316	Finding a Nuisance - Responsibility
Section 10-318	Voluntary Correction
Section 10-320	Administrative Citation
Section 10-322	Other Remedies
Section 10-324	Appeals
Section 10-400	Garbage and Litter
Section 10-411	Definitions
Section 10-412	Functions of Commissioner of Sanitation
Section 10-413	Permits
Section 10-414	No Accumulation of Garbage
Section 10-416	Inspection
Section 10-417	Storage of Refuse and Preparation for Collection
Section 10-418	Frequency of Collection
Section 10-419	Time and Place of Collection
Section 10-420	Refuse Disposal
Section 10-421	Equipment
Section 10-422	Penalties

Section 10: FIRE, HEALTH, SAFETY AND WELFARE

Section 10-430	Litter – Handbills
Section 10-431	Definitions
Section 10-432	Litter in Public Places
Section 10-433	Placement of Litter in Receptacles So as To Prevent Scattering
Section 10-434	Sweeping Litter into Gutters Prohibited except as Otherwise Authorized by the governing Body
Section 10-435	Merchants' Duty to Keep Sidewalks Free From Litter
Section 10-440	Throwing or Distributing Commercial Handbills in Public Places
Section 10-441	Placing Commercial and Non-commercial Handbills on Vehicles
Section 10-442	Depositing Commercial and Non-Commercial Handbills on Uninhabited or Vacant Premises
Section 10-443	Prohibiting Distribution of Handbills Where Properly Posted
Section 10-444	Distributing Commercial and Non-Commercial Handbills at Inhabited Private Premises
Section 10-445	Exemption for Mail and Newspapers
Section 10-446	Posting Notice Prohibited
Section 10-449	Handbills and Posters
Section 10-500	Flood Management
Section 10-560	Fire, Health, Safety and Welfare
Section 10-561	As used in this Section:
Section 10-562	Recovery of Expenses
Section 10-563	Cost Recovery Procedure
Section 10-564	Action to
Section 10-565	Expenses of Other Responding entities
Section 10-570	Fire, Health, Safety and Welfare
Section 10-600	Building Regulations Administrative Code
Section 10-601	Definitions
Section 10-610	Adoption of Technical Codes
Section 10-611	Applicability

KANAB

General Ordinances

Section 10: FIRE, HEALTH, SAFETY AND WELFARE

Section 10-612	General
Section 10-613	Emergency Provisions
Section 10-620	Duties and Powers
Section 10-621	General
Section 10-622	Used Material, Equipment and Devices
Section 10-623	Alternative Materials, Designs, Methods of Construction and Equipment
Section 10-624	Quality of Design, Construction and Workmanship
Section 10-630	Permits
Section 10-631	General Permit Requirements
Section 10-632	Emergency Work
Section 10-633	Application for Permit
Section 10-634	Expiration of Permit and Extensions
Section 10-635	Permit Suspension Revocation
Section 10-636	Persons to Whom Permits May Be Issued
Section 10-637	Work Performed Without Permit, Increased Fee
Section 10-640	Submittal Documents
Section 10-650	Fees
Section 10-660	Inspections
Section 10-661	Re-Inspections
Section 10-670	Certificate of Occupancy
Section 10-680	Appeals
Section 10-690	Violations and Penalties
Section 10-691	Stop Work Order

Section 10-600 Building Regulations Administrative Code

The purpose of this chapter is to set forth the requirements for the administration and enforcement of this title, to include the technical codes adopted by the City. This Code contains design and construction regulations intended to safeguard life, health, property, and public welfare by regulating and controlling the permitting,

Section 10: FIRE, HEALTH, SAFETY AND WELFARE

design, construction, quality of materials, use and occupancy, location, and maintenance of buildings, structures, signs, building service equipment and other improvements to real property within the City.

This chapter provides the mechanism used by the City to regulate this title, to include the technical codes adopted by the City. This chapter regulates such matters as site preparation, construction, alteration, moving, enlargement, replacement, demolition, repair, use and occupancy of buildings, structures, signs, building service equipment and other improvements to real property. No permit or certificate for the performance or completion of work, or for the use or occupancy of a building, structure or building service equipment, shall be issued by the City except as provided in this chapter. Notwithstanding any other provision in this chapter, whenever the technical codes refer to an appendix, the appendix shall not apply unless specifically adopted by the City.

Section 10-601 Definitions

For purposes of this title, certain words, terms and phrases are defined as follows:

Approved inspection agency: A properly licensed person or business regularly engaged in conducting tests or furnishing inspection services in relation to one (1) or more aspects of work regulated by this chapter that has been approved to perform such tests or inspection services by the building official.

Building: Any structure, regardless of whether it is affixed to real property that is used or intended for supporting or sheltering any human use or occupancy.

Building official: The officer or other designed authority charged with the administration and enforcement of this title, or a duly authorized representative. The term "building official" is synonymous with the terms "administrative authority", "responsible official", "Director", "chief inspector" and "authority having jurisdiction" as those terms are used in the model codes adopted by the technical codes.

Building service equipment systems: Fuel-fired appliances and heating systems, emergency and standby power systems, electrical systems and equipment, mechanical refrigeration systems, elevators, stationary storage battery systems and commercial kitchen equipment incorporated into, connected to and/or affixed to buildings and structures.

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Certificate of completion: A document issued by the building official upon completion of any work for which a permit is required certifying that the completed work complies with the applicable provisions of this title. A Certificate of Completion does not authorize use or occupancy of a building or structure.

Certificate of occupancy: A document issued by the building official certifying that work performed by a permittee is in compliance with this title and is in a condition suitable for the indicated use or occupancy.

Code: The Kanab City Code.

Contractor contact list: A section on the permit application provided by the building official that must be completed when submitting a permit application. The section requests the address where the work will be performed; the permit number; and the names of the design professional in responsible charge, owner/developer, architect, structural engineer, civil engineer, general contractor, electrical contractor, mechanical contractor and plumbing contractor, together with corresponding contact and licensing information.

Deferred submittal: One (1) or more portions of the submittal documents that are not submitted at the time of the application, but which must be submitted to the building official between the time the permit is issued and the work described in those portions of the submittal documents commences.

Design professional: Unless specifically provided otherwise, a person who holds a professional license or certificate issued through State of Utah Division of Professional Licensing, or a person primarily engaged in the practice of professional engineering, land surveying, architecture or landscape architecture.

Design professional in responsible charge: A person who holds a professional license or certificate or a person primarily engaged in the practice of professional engineering, land surveying, architecture or landscape architecture who is responsible for reviewing and coordinating submittal documents prepared by others, including deferred submittal items, to ensure compatibility with the design of the building or structure and compliance with this title.

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Emergency work: Work that must be performed immediately for the protection of the health or safety of people, or for the prevention of imminent harm to property, before a permit can reasonably be issued by the City.

Imminent danger or imminently dangerous: Any condition or practice within or in the vicinity of any building or structure or other real property creating a danger which could reasonably be expected to cause a health hazard, death or serious physical harm immediately or before the imminence of such danger can be eliminated through the enforcement procedures otherwise provided by this Code. The following conditions must be met before a danger becomes an imminent danger: 1) there must be a threat of death or serious physical harm, meaning that a part of the body is damaged so severely that it cannot be used or cannot be used very well; or 2) there must be a health hazard such that there is a reasonable expectation that toxic substances or other health hazards are present and exposure to them will shorten life or cause substantial reduction in physical or mental efficiency; provided, the harm caused by the health hazard does not have to happen immediately. To constitute an imminent danger, the threat must be immediate or imminent, meaning that the building official has determined that death or serious physical harm could occur within a short time, for example before City employees or other governmental officials could investigate the problem.

Model code: A Building Code or other code that is developed and maintained by a standards organization independent of the City pertaining to the design, construction, installation, demolition or modification of any improvement to a building, structure, building service equipment system, pool, spa, or other real property or improvement to real property.

Permit: An official document or certificate issued by the City which authorizes performance of specific work.

Permit fee: An amount of money charged by the City in connection with the issuance, renewal, modification or amendment of a permit, or any work performed by City personnel in connection with a permit, such as the review of submittal documents.

Permittee: A person who has been issued a permit.

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Phase: A portion of the work that must be completed, inspected and approved before additional work may be performed by a permittee.

Project value: The total cost to perform work authorized by a permit, including overhead and profit, but not to include the cost of real property, as determined by resolution of the City Council.

Research reports: Documents prepared by experts, academic institutions, professional associations or others with generally- recognized credentials in the relevant field which explain or describe the requested alternative and which support the use of the alternative in lieu of the requirement contained in the Code.

Site plan: An architecture, engineering, and/or landscape architecture plan drawn to scale showing the physical layout of the site, including the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades, the proposed finished grades and, as applicable, flood hazard areas, floodways, design flood elevations, and any other information pertaining to the physical layout of the site required by the building official.

Stop work order: A directive issued by the building official requiring a person or his or her contractors or agents to immediately suspend work. A stop work order may be issued to a permittee or other person performing work in violation of or without a permit.

Structure: Something built or constructed that may be placed upon or affixed to real property for a purpose, such as storage or protection from the elements. The term "structure" includes, without limitation, a building, a non-permanentized mobile home or an unattached shed placed on skids.

Submittal documents: All documents specifically describing or pertaining to the work that must be submitted to the City pursuant to this title in order to obtain a permit, to include all documents listed on the applicable submittal requirement checklist.

Submittal requirements checklist: A form prepared by the City identifying documents or categories of documents that pertain to a particular type of work. Documents identified on a submittal requirement checklist may include civil, architectural, structural, electrical, plumbing and mechanical drawings; plans; specifications; maps; site drawings; construction documents, statements of special

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inspection and geotechnical reports relating to technical aspects of the construction, demolition or other activity that must be permitted pursuant to this title.

Technical codes: Those City of Kanab and model codes adopted in this title. Technical codes currently subject to this chapter include the City of Kanab Building Code, Residential Code, Mechanical Code, Plumbing Code, Electrical Code, Energy Conservation Code, and Swimming Pool and Spa Code, together with all model codes therein adopted.

Tests: Technical operations or procedures that determine one (1) or more characteristics of a given material, design, method of construction or of a piece of equipment according to a specified procedure that complies with industry standards.

Unsafe condition: A circumstance in which a building or structure, or any part thereof is structurally unsound, fails to provide adequate means of egress, creates a fire hazard, reduces fire resistance below that which is required by this title, causes a building service equipment system to become overloaded or exceed its rated capacity, creates a health hazard, or otherwise creates an unreasonable risk of harm to human life and safety.

Work: The construction, erection, installation, production, activity, manufacture, labor or operation that goes into the making of any improvement to or alteration of real property, to include buildings, structures and building service equipment systems.

Section 10-610 Adoption of Technical Codes

The City of Kanab follows the building codes set forth in the Utah Code, Title 15A State Construction and Fire Codes Act, Chapter 2 – Adoption of State Construction Code. Building Codes shall apply to the construction of, or the enlarging, altering, repairing, moving, demolishing, or changing the occupancy of a building or structure, and the erection, installation, enlargement, alteration, repair, removal, conversion or replacement of any component, element, or portion of a building or structure within the City.

Section 10-611 Applicability

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Section 10-612 General

- A. In the event of a conflict between any provision contained in any state adopted technical code, and any other provision of this Code, or State or Federal law, the other provision of this Code, or State or Federal law, shall prevail over the conflicting provision in the technical code
- B. In the event different sections of this title contain conflicting requirements for the use of materials, methods of construction or other requirements, the most restrictive requirement shall control.
- C. In the event of a conflict between a general requirement and a specific requirement, the specific requirement shall control.
- D. The building official may consider manufacturer's instructions, specifications and recommendations in interpreting and applying the requirements of this title.
- D-E. A temporary, construction or sales office that does not meet minimum construction standards may be approved by the building official during the construction of permanent facilities for the permitted duration. Such temporary approval may be made for a period up to one (1) year. An extension may be granted for good cause shown, for an additional six (6) months, up to a maximum of eighteen (18) months.

Section 10-613 Emergency Provisions

In the event of the declaration of a national, State, or local emergency by a governmental entity with such authority, the building official may waive or augment the provisions of this title during the period of emergency to the extent needed to protect public safety.

Section 10-620 Duties and Powers

Section 10-621 General

The building official shall have the following duties and powers:

- A. Enforce the provisions of this title, including the technical codes.

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- B. Render opinions concerning the interpretation and application of specific requirements contained in this title, including the technical codes; provided, in no event shall opinions expressed by the building official be binding on the City.
- C. Review and comment on proposed projects and associated documents (to include plans, specifications, drawings and calculations) and provide general information about this Code, including the technical codes, for the purpose of facilitating compliance; provided, in no event shall the building official's opinions about proposed projects or associated documents be binding on the City, nor shall such opinions provide a basis for deviating from all applicable requirements of this title, including requirements set forth in the technical codes.
- D. Examine submittal documents to determine whether they have the appropriate official stamps, seals, signatures and/or dates affixed thereto. In performing this examination, the building official may express an opinion as to whether submittal documents subject to the owner/builder or contractor exemption are properly attested to on the drawings and in the permit application.
- E. Notify appropriate State boards, commissions, agencies and other authorities of suspected improper or illegal conduct by any person engaged in an activity regulated by this title, to include any registered or licensed professional, or other person performing professional services.
- F. Notify licensing authorities of suspected professional incompetence, to include indications of professional incompetence due to excessive errors in submittal documents or incomplete, inaccurate or otherwise defective plans which have been rejected by the City at least three (3) times.
- G. Issue permits pursuant to this title for construction and other work following approval of the submittal documents. The issuance of a permit shall not prevent the building official from requiring the correction of errors in the submittal documents.

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- H. Collect all applicable fees required by the City and issue receipts for the payment thereof in duplicate; provided, the duplicate copy of the receipt shall be retained by the City as a public record in accordance with Utah law.
- I. Transfer all fees collected to the proper department, agency or authority as required by law.
- J. Conduct, require or direct any inspections provided for in this title.
- K. Issue notices of violation and/or order the correction of work performed contrary to this Code, to include work performed without a valid permit.
- L. Issue appropriate orders directing the stoppage of work being performed in violation of this Code.
- M. Issue permanent Certificates of Occupancy for buildings or structures (including new or remodeled buildings or structures, additions and existing buildings or structures that have changed occupancy classification) which have been inspected and found to be in compliance with this Code and all conditions required by the City.
- N. Order any person to cease and desist the use or occupancy of any building or structure that is being used contrary to the provisions of this Code, or which creates or constitutes an unsafe condition.
- O. Initiate abatement proceedings to cause unsafe conditions to be mitigated or remediated, to include causing unsafe buildings and structures to be repaired, rehabilitated, demolished or otherwise removed in accordance with the City of Kanab Nuisance Code.
- P. Retain official records of documents received pursuant to this title in accordance with the Utah Public Records Act, to include applications, plans, submittal documents, permits, certificates, fees, receipts, reports of inspections, notices and orders.
- Q. Delegate duties to other City employees within the City of Kanab Building Department.

Section 10-622 Used Materials, Equipment and Devices

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Used materials may be used in place of new materials if the used materials satisfy the requirements of the technical codes. Used equipment or devices which have been affixed to buildings or structures shall not be reused unless approved by the building official.

Section 10-623 Alternative Materials, Designs, Methods of Construction and Equipment

An applicant for a permit or other approval under this title may use a material, design, method of construction or piece of equipment not specifically allowed under this title, provided any such alternative shall first be approved by the building official and, further provided, the building official shall only approve the use of an alternative material, design or method of construction upon a determination that the proposed alternative fulfills the purpose of the applicable provision(s) of this Code, is consistent with industry standards, and is at least equivalent in quality, strength, effectiveness, fire resistance, durability and safety to the corresponding requirement of this title. In evaluating a request from a person seeking the building official's approval for an alternative material, design, method of construction or piece of equipment, the building official may consider research reports and tests.

Section 10-624 Quality of Design, Construction and Workmanship

The quality of the design, construction and workmanship of any work or other matter subject to regulation by this title shall conform to industry standards and shall meet or exceed the requirements of this title.

Section 10-630 Permits

Section 10-631 General Permit Requirements

Except as otherwise specifically exempted in this chapter, any person who performs work, to include any person who constructs, enlarges, alters, repairs, moves, demolishes or changes the occupancy capacity of a building or structure, or who erects, installs, enlarges, alters, repairs, removes, converts or replaces any building service equipment system, or who causes any such work to be done, shall first make application to the building official and obtain the required permit.

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The following buildings, structures and other improvements to property are exempt from any permit requirements:

- A. A single one-story detached accessory structure used as a tool or storage shed, playhouse or similar use, or a patio cover, carport, garage or similar use, provided the floor area does not exceed two hundred (200) square feet, will not have any mechanical, electrical and plumbing installed and further provided the structure is not occupied;
- B. Fences under six (6) feet in height, excluding block walls. (See Kanab City Land Use Ordinances, Chapter 4, Section 4-16 for other design, material and height regulations for fences);
- C. Retaining walls that are not over four (4) feet in height measured from the bottom of the footing to the top of the wall, unless supporting a charge.
- D. Sidewalks and driveways
- E. Painting, Papering, tiling, carpeting, cabinets, counter tops and similar finish work
- F. Prefabricated swimming pools that are less than 24 inches deep;
- G. Swings and other playground equipment;
- H. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support;
- I. Decks not exceeding 200 sq.ft. in area, that are not more than 30 inches above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4 of the International Residential Code.

Section 10-632 Emergency Work

Where emergency work must be performed without a permit, the permit application shall be submitted to the building official the next business day. Any emergency work performed before the permit is issued shall comply with the technical codes.

Section 10-633 Application for Permit

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- A. Any person required to obtain a permit pursuant to this title shall first file an application on a form furnished by the City, together with the following documents and other information:
- i. A description of the land on which the proposed work is to be performed, to include the street address (if any) and the parcel number.
 - ii. The property owner's name and contact phone number.
 - iii. If the work is to be performed by a contractor, the contractor's name, address, contact telephone number, fax number, email address, State contractor's license number, State contractor's license type and City business license number.
 - iv. If a design professional is involved in the work, the design professional's name, address, email address, contact phone number, and fax number.
 - v. The type of permit(s) requested.
 - vi. A description of the work for which the permit is requested.
 - vii. The square footage of the living/commercial space for new construction or additions. An estimate or calculation of the cost to perform the proposed work, including materials and labor for any remodels.
 - viii. A description of the planned use or occupancy of the building or structure.
 - ix. The signature and printed name of the applicant or the applicant's authorized agent.
 - x. A fully completed contractor contact list.
 - xi. All submittal documents (see section 2-1-5 Submittal documents).
- B. Applications (to include submittal documents and other required information) must be filed with the building official.

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- C. If the application and submittal documents satisfy the requirements of this title, the building official shall approve the permit to the applicant. Within 30 days of the approval the applicant must pay all applicable fees.
- D. The permit, when issued, shall be for the work described in the application and no deviation shall be made from that work without the written approval of the building official, except as otherwise provided in this Code.
- E. Action on Application:
 - i. The building official will approve or reject COMPLETED applications submitted pursuant to this chapter within fourteen (14) days for residential and forty-five (45) days for commercial projects. If the building official rejects an application, the building official will specify the reason(s) for the rejection.
 - ii. A permit issued pursuant to this chapter shall only be for the work described in the application. Except as otherwise provided and subject to any other limitations or restrictions in this chapter, no work beyond the scope of the work described in application shall be performed unless revised submittal documents are submitted to and approved by the building official.
 - iii. Contracting for Services: Nothing in this chapter shall prevent the City from contracting with third parties for plan review, engineering and other services related to reviewing and processing the application; provided, in no event shall the City delegate to a third party the authority to issue a permit or any other governmental function.

Section 10-634 Expiration of Permit and Extensions

- A. Permit Expiration: Except as otherwise specifically provided herein, every permit issued by the building official pursuant to this chapter shall automatically expire if the permit fees are not paid within 30 days from date of authorization or work authorized by the permit is not commenced within one hundred eighty (180) days from the date of issuance. Authorized work commenced must be validated or confirmed with the completion of an

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authorized inspection. The failure of a permittee to request an inspection from the date of the last inspection requested by the permittee or, if no inspection has been requested, one hundred eighty (180) days from the date the permit was issued, shall be deemed an abandonment of the work, whereupon the permit shall automatically expire.

- B. Permit Extensions: The building official may, on a case-by- case basis, grant a maximum of two (2) extensions to complete the work authorized by a permit; the extension may be granted if there have not been any amendments to those portions of the technical codes that are applicable to the proposed work. Each extension shall be for a period of not more than ninety (90) days. To apply for an extension, the permittee must submit a permit extension request on a form supplied by the City prior to the expiration of the permit then in effect containing an explanation of why an extension is needed, describing the diligent efforts the permittee has made to complete the work prior to the expiration of the permit and verifying that no changes have been made to the work that was approved by the permit. If the permit extension is granted, a permit extension fee will be assessed and must be paid within 30 days or the extension will be null and void and the permit will revert back to the original expiration timeline.
- C. Renewals: The building official may, on a case-by- case basis, grant a maximum of one (1) renewal of an expired permit within ninety (90) days of expiration during the construction process; the renewal of the expired permit to complete the work authorized may be granted if there has not been any amendments or adoption of new technical codes that are applicable to the proposed work. A request to renew the expired building permit shall be requested in writing. If the renewal is granted, a renewal fee as outlined in the Building Permit Fee Schedule shall be assessed and paid within fourteen (14) days of notification from the Building Official.

Section 10-635 Permit Suspension or Revocation

The building official may suspend work through the issuance of a stop work order or may revoke a permit: 1) if the permit was issued in error on the basis of false,

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misleading, incorrect, inaccurate or incomplete information; 2) if the work authorized by the permit is being conducted in an unsafe manner so as to create an unreasonable risk of imminent harm to people; or 3) if the work authorized by the permit fails to comply with applicable Federal laws, State laws, to include all business licensing requirements set forth in Section 9 of the Kanab General Ordinances, or this Code.

Section 10-636 Persons to Whom Permits May Be Issued

A permit may be issued to a contractor or homeowner performing work, provided the following corresponding criteria are satisfied:

- A. Permit Issued to Contractor: A permit may be issued to a contractor who performs the work, provided the contractor holds an appropriate State contractor's license with the correct classification, sub-classification if applicable, and a Kanab City business license.
- B. Permit Issued to Homeowner: A permit may be issued to a homeowner for work on a single-family dwelling used exclusively by the homeowner for his or her occupancy, provided:
 - i. The homeowner has been granted an exemption to State contractor licensing requirements pursuant to Utah Code Title 58-55-305(d);
 - ii. The homeowner is the owner of the real property on which the building or structure is to be built or improved;
 - iii. The homeowner applies for and obtains the required permits for the installation of any equipment affixed to the building or structure;
 - iv. The homeowner signs the "Owner/Builder Certification" pursuant to Department of Commerce, Division of Occupational and Professional Licensing Bureau of Investigation acknowledging the homeowner's responsibilities as the applicant to supervise the work and to comply with all applicable laws, ordinances, building codes and zoning regulations.

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Section 10-637 Work Performed Without Permit, Increased Fee

A. If work on any activity regulated by this title is commenced before the required permit has been issued and obtained, the person must immediately, upon notice by the building official, cease all work until the required permit has been issued and obtained. In the event a person commences work without the required permit and is ordered to cease work as a result, the person shall thereafter pay an amount equal to two (2) times the fee for the required permit before the permit may be issued.

B. Correction of Non-Permitted Work:

In the event any work is performed without a permit that was, at the time the work was performed, required by this title, the building official may at any time thereafter issue a notice of correction to the owner of the property describing the violation, stating any conditions that must be satisfied prior to the issuance of the required permit, listing any documents that must be submitted and stating the deadline for correction of the non-permitted work. The foregoing notice of correction shall be served on the owner of the property without regard to whether the owner actually performed the work. The requirement to correct noncompliant work shall apply to the present owner of the property upon which the work was performed without regard to whether the violation existed at the time the owner acquired the property or whether the work was performed by a contractor or other third party.

Section 10-640 Submittal Documents

- A. Required Documents: Submittal documents shall be submitted in electronic file format with each application for One and Two-Family Dwellings and Townhomes. Submittal documents shall be submitted in electronic file format, one (1) set of physical hardcopies with each application for Commercial, Industrial, Manufacturing and Multi-family may be requested at the Building Official discretion.
- B. Plans: To the extent required by law, all plans included in the submittal documents shall be prepared by a contractor, architect, engineer, registered interior designer or registered residential designer licensed to perform such

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work in the State of Utah, Division of Occupational Licensing. An owner/builder may be permitted to prepare plans pursuant to the exemption contained in Utah Construction Trades Licensing Act.

- C. Standards for Submittal Documents: The submittal documents shall be subject to the following standards:
- i. Construction documents shall be dimensioned, drawn to scale, drawn on a material consistent (for hardcopies) with industry practices and of sufficient quality to permit repeated use and handling by City personnel throughout the work, and on sheets of uniform size.
 - ii. The location, nature and extent of the work proposed shall be clearly indicated in the submittal documents, regardless of the type of work.
 - iii. Submittal documents containing stamps or other markings indicating that the documents are not final, such as "preliminary", "for review only" and/or "not for construction", will be rejected by the building official.
 - iv. New Construction Residential and All Commercial projects require construction documents, plans drawn in pencil, pen ink or colored highlighting will be rejected.
 - v. Plans shall contain sufficient detail to determine compliance with the technical codes and the applicable submittal requirements checklist(s) during field inspections.
- D. Review and Approval or Rejection of Submittal Documents; Permits: The building official shall review, and approve or reject the submittal documents in accordance with the following procedure:
- i. Rejection of Nonconforming Submittal Documents: Following review of the submittal documents, the building official shall reject any submittal documents that fails to materially satisfy the corresponding requirements of this title, to include requirements contained in the technical codes.
 - ii. Approval of Submittal Documents: Upon approval of the submittal documents, the building official shall place the statement "reviewed for

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code compliance" on the first page of the submittal documents. Approval of Submittal Documents does not mean that the building official has verified that all documents conform correctly to applicable codes; the Applicant is solely responsible for ensuring that all construction meets applicable technical codes and shall not place any reliance on the building official regarding whether the Applicant is correctly following applicable technical codes.

- E. Work to Comply with Permit and Applicable Code Requirements: All work subject to the permitting requirements of this chapter shall be performed in accordance with: 1) the permit and the approved submittal documents, unless a permit modification is approved by the building official in accordance with this chapter, and 2) all applicable provisions of this Code, to include the technical codes.
- F. Permit Modifications: Approved permits and/or submittal documents shall not be materially changed, modified, or altered without an approved permit modification. To apply for a permit modification, the permittee must submit a request for permit modification prior to the expiration of the permit containing an explanation of why a modification is needed and providing a detailed description of the requested modification. The building official will approve or reject the request for permit modification based on the same criteria as are applicable to the approval or rejection of permits.
- G. Retention of Construction Documents: The City shall retain one (1) set of approved submittal documents for a period of not less than one hundred eighty (180) days from date of final completion of the work allowed under the permit, unless a longer retention period is required by State law. (Ord. 820, 7-11-2017)

Section 10-650 Fees

- A. Payment of Fees: No permit or modification or amendment shall be valid until all associated fees have been paid by or on behalf of the applicant to the City.
- B. Calculation of Permit Fees are listed on the Building Permit Pricing Fee Schedule.

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- C. Plan Review Fees: In addition to any other fee required in connection with an application or permit, the City shall charge a plan review fee to compensate the City for resources expended in the review of submittal documents. Except for projects limited to mechanical, plumbing or electrical work, when submittal documents are required prior to issuance of a permit, a plan review fee, equal to sixty five percent (65%) of the permit fee, shall be paid at the time of filing the submittal documents with the City. The plan review fee includes the initial plan review and one (1) subsequent plan review in the event any corrections to the submittal documents are required. Additional plan review necessitated by further changes, additions or revisions to submittal documents will be charged to the applicant at an hourly rate and subject to any minimum charge established.
- D. Fee Refunds: Upon written application filed by the applicant or permittee prior to the hundred eighty (180) days permit expiration after the date the fee was paid, provided:
- i. A permit fee refund shall not exceed eighty percent (80%) of the fee if no work has been done under the corresponding permit;
 - ii. A plan review fee is non-refundable once the City commences reviewing the submittal documents.
 - iii. Any impact fee(s) is non-refundable once work has commenced on a project or development.

Section 10-660 Inspections

- A. General: Work for which a permit is required shall be subject to inspection by the building official or appointed official, and such work shall remain accessible and exposed for inspection until approved. In addition, certain types of work may be subject to successive inspections at predetermined phases as set forth in this Code. Upon completion of a phase, the permittee shall not proceed with the work without the approval of the inspector. It shall be the duty of the applicant or permittee to provide access to and means for proper inspection of the work by the inspector. Neither an approval as a result of an inspection nor the issuance of a permit shall constitute approval

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of a violation of this title or any other provision of this Code. Except as specifically provided in this Code, the building official is not authorized to waive any requirement set forth in this title, this Code or any Federal, State or local law, and any such waiver shall be void.

B. Right of Entry:

The following constitute purposes for which the building official may need to enter a building, structure or other property pursuant to this section:

- i. To inspect, observe, measure, sample, test or investigate the building, structure or other property in connection with the review of an application or permit;
- ii. To inspect, observe, measure, sample, test or investigate any condition relating to, or to operate, maintain, or repair any City utility or facility;
- iii. To inspect reported conditions related to compliance with this title;
- iv. To perform periodic inspections required by any provision of this title;
- v. To assess compliance with any approval, application or permit;
- vi. To inspect or to otherwise enforce any provision of this title;
- vii. When cause exists to believe that a violation of this title was or is being committed; or
- viii. For any other reason required by this title.

C. Notwithstanding the provisions, whenever it appears to the City that conditions exist requiring immediate inspection or other action to prevent harm due to an imminent danger, a City officer, official or employee is authorized to enter in or upon any building, structure or other property, public or private to the extent permitted by law without first obtaining the owner's consent, or when any other circumstance exists making such entry lawful under the common law.

D. Inspection Requests: The permittee shall, as appropriate, submit a written or verbal inspection request to the building official stating that work or phase of work is ready for inspection. Inspection requests shall be requested before

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nine o'clock (9:00) A.M. on the day for which the inspection is requested. Inspections requested after nine o'clock (9:00) A.M. will be scheduled for the next available business day. The Building Official will inspect the work or phase of work as soon as is reasonably practicable following the inspection request, depending upon the availability of personnel and resources but no more than three (3) business days. Nothing herein shall be interpreted as a guarantee that an inspection will take place on the date requested by the permittee.

- E. Inspection Results: Following an inspection by the building official, the building official will determine whether the work or phase of work has been completed in accordance with the requirements of this title. In the event the work or phase of work has been completed in accordance with the requirements of this title, the building official will authorize the permittee to proceed to the next phase of work or apply for a Certificate of Completion or Certificate of Occupancy, as appropriate. In the event the work or phase of work has not been completed in accordance with the requirements of this title, the building official will inform the permittee of the deficiencies in writing. Upon correction of any deficiencies identified by the building official, the permittee shall leave the corrected work exposed in such a manner as to permit inspection and shall thereafter request an inspection of the corrected work.
- F. Inspection of Phases and Verification of Compliance: The building official, upon receipt of an inspection request from a permittee, shall perform the following inspections (where applicable) and/or require the following verification of compliance with the submittal documents:
 - i. Footing & Set Back – Inspect footing reinforcement before pouring concrete footings. When this inspection is performed, the property set-backs are checked to ensure zoning property set-backs are correct.
 - ii. Foundation – Inspect the foundation wall reinforcement before pouring concrete walls. We will inspect the foundation later for a damp proof coating.
 - iii. Underground Plumbing – Inspect the underground plumbing before it is covered and the floor is poured.

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Section 10: FIRE, HEALTH, SAFETY AND WELFARE

- iv. Shear Wall & Sheeting – Inspect the shear wall and sheeting before they are covered by any house wrap or other material.
- v. 4-way – Inspect the framing, rough plumbing, rough electrical, rough mechanical and rough gas.
- vi. Insulation – Inspect all insulation before it is covered by sheetrock or any other material.
- vii. Drywall/Wallboard – Inspect rough drywall before taping and applying drywall mud.
- viii. Meter Base (if applicable)
- ix. Lath (if applicable)
- x. Vapor Barrier/House Wrap – Inspect vapor barrier/house wrap on exterior before applying siding or other finishes.
- xi. Lag – Inspect lag both roof and wall for manufactured homes.
- xii. Jacks & Tie Downs – Inspect tie downs and jacks on manufactured homes.
- xiii. Final Inspection – The required Building Thermal Envelope & Duct Air Leakage Compliance Report/Building Thermal Envelope Builder’s Certification and Insulation Certification will be needed for your final inspection. Please have the certificates available at the project.
- xiv. Other Inspections: In addition to the inspections specified above, the building official is authorized to make or require other inspections of any work to ascertain compliance with the provisions of this Code and other laws that are enforced by the building official.
- xv. Special Inspections: For special inspections, see chapter 17 of the International Building Code.

Section 10-661 Re-Inspections

Re-Inspection Fee: A re-inspection fee will be charged for each inspection or re-inspection of work pursuant to a schedule adopted by the City Council if any one (1) of the following conditions occurs:

- A. Work is not completed at the time of a scheduled inspection, necessitating a re-inspection;

General Ordinances

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- B. Corrections identified in a previous inspection are not completed at the time of a re-inspection;
- C. Access to work is not provided or is restricted at the time of a scheduled inspection, necessitating a re-inspection;
- D. Work for which inspection has been requested has been covered and is therefore not visible at the time of the inspection, necessitating a re-inspection; or
- E. Work which requires inspection prior to the scheduled inspection was not approved by the time of the scheduled inspection.

Except as otherwise provided above, there shall be no fee charged for a re-inspection. Requesting A Re-Inspection: To obtain a re-inspection, the permittee shall request a re-inspection for a specific phase of work covered by the requested permit and pay any required re- inspection fee in accordance with the adopted fee schedule.

Section 10-670 Certificate of Occupancy

- A. Use and Occupancy:
 - i. General Requirements: No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has approved the building or structure for use or occupancy by means of a Certification of Occupancy. A Certificate of Occupancy does not approve or waive a violation of any provision of this Code. A Certificate of Occupancy creates no warranty or guarantee, either expressed or implied. A final inspection shall be equivalent to a Certificate of Occupancy for any building classified in Occupancy Group U.
 - ii. Suspension or Revocation: The building official may temporarily suspend or permanently revoke a Certificate of Occupancy or a Certificate of Completion issued under the provisions of this Code

General Ordinances

Section 10: FIRE, HEALTH, SAFETY AND WELFARE

whenever the certificate is issued in error, or on the basis of incorrect information supplied, or when written conditions are not completed within the required time, or when the building or structure or portion thereof is in violation of this Code.

B. Certificate Issued:

If, after a final inspection, the building official determines that all applicable requirements of this title have been satisfied and after verification that there are not any unpaid accounts or balances owed to Kanab City, the building official shall thereupon issue a Certificate of Completion if the building or structure may not be used or occupied or a Certificate of Occupancy if the building or structure may be used or occupied. The Certificate of Completion or Certificate of Occupancy shall contain the following information:

- i. The permit number;
- ii. The address of the building or structure;
- iii. The name and address of the owner of the building or structure;
- iv. A description of that portion of the building or structure for which the certificate is issued;
- v. The name and signature of the building official;
- vi. The edition of the Code under which the permit was issued;
- vii. A description of the permitted use and/or occupancy (if applicable);
- viii. A description of the type of construction;
- ix. The design occupant load (if applicable);
- x. The date of issuance of the certificate.

Sections 10-680 Appeals

Any person aggrieved by a decision of the building official made pursuant to or in relation to matters subject to this title may appeal the decision by filing a notice of appeal with the Utah State Uniform Building Code Commission

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Section 10: FIRE, HEALTH, SAFETY AND WELFARE

Sections 10-690 Violations and Penalties

- A. Unlawful Acts: It shall be unlawful for any person to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or other improvement to real property regulated by this title, or cause same to be done, in conflict with or in violation of any provision in this title. Such violations are a Class C misdemeanor. Such violations are also considered nuisances and are to be handled in accordance with chapter
- B. Notice of Violation: The building official may issue a notice of violation ordering any person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition, use or occupancy of a building, structure, building service equipment system or other improvement in violation of the provisions of this title, or in violation of a permit or certificate issued pursuant to this Code. The notice of violation shall be implemented and abated through the nuisance process as outlined in Chapter 10 of the Kanab City General Ordinances. In the event the violation results in an unsafe condition or imminent danger, the building official may order the person upon whom the notice of violation was issued to discontinue the use and/or occupancy until the unsafe condition or imminent danger has been eliminated.

Section 10-691 Stop Work Order

- A. Authority: In the event the building official determines that work regulated by this Code is being performed in a manner that is contrary to the provisions of this Code or that creates an unsafe condition or imminent danger, the building official may issue a stop work order.
- B. The issuance of a stop order shall be implemented and abated through the nuisance process as outlined in Chapter 10 of the Kanab City General Ordinances.

Penalties for Violation of Stop Work Order: Any person who continues to perform any work after having been directed to cease performing the work with a stop work order shall be cited with a Class C misdemeanor.

Section 10: FIRE, HEALTH, SAFETY AND WELFARE

Mayor
T. Colten Johnson
City Manager
Kyler Ludwig
Treasurer
Danielle Ramsay



City Council
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Chris Heaton
Kerry Glover
JD Wright

Kanab City Planning Commission Staff Report
File # 2024009

Date:	March 15, 2024
Meeting Date:	March 19, 2024
Agenda Item:	Discuss and recommend a zone change to City Council from R-1-8 [Single Family Zone] to C-2 [Commercial] for parcel K-24-4A located in the approximate area of 202 E 100 N.
Subject Property Address:	N/A
Property Owner:	MerBen Holdings LLC
Applicant Agent:	Ben Beckstead
General Plan Designation:	Medium Density Residential/High Density Residential
Parcel #:	K-24-4A

Attachments:

Exhibit A: Subject/Vicinity Property

Summary:

Property Owner MerBen, LLC / Ben Beckstead, is requesting a zone change to rezone parcel K-24-4A from Single Family Residential Zone (R-1-8) to Commercial (C-2).

Site Description:

The subject property is approximately 0.15 acres. The parcel has an existing structure and is accessed from 100 N. Surrounding zoning designations and the density designations are as follows:

North	South	East	West
Commercial C-2 & Single-Family R-1-8 Medium Density Residential (MDR) / High Density Residential (HDR)	Commercial (C-1) Medium Density Residential (MDR) / High Density Residential (HDR)	Single-Family R-1-8 Medium Density Residential (MDR) / High Density Residential (HDR)	Commercial (C-1) Multi-Family Residential (RM) Medium Density Residential (MDR) / High Density Residential (HDR)

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Kanab City Land Use Ordinance, General Plan and Zoning Map Analysis:

Zoning designations and zone changes are regulated by the Kanab City Land Use Ordinance, Chapter 15 – Establishment of Zoning Districts regulates zoning designations within Kanab City. Section 15-7 Transitioning and Maintaining Balance, states:

It is the objective of the City to encourage and provide for proper transition and compatibility between zones and intensity of uses, which should be regulated by the City Land Use Code, the General Plan, Future Land Use Map and the Kanab City Annexation Policy Plan. The City also seeks to maintain a healthy balance and mix of land uses within the community, representing the atmosphere of existing development. Areas for growth have been planned with a balance for all uses, including agriculture, residential, commercial and industrial uses, as demonstrated in the Kanab City General Plan and Future Land Use Map. Future decisions regarding land use and zoning in Kanab should be guided by this map.

The City promotes orderly growth, with an emphasis for new developments to occur in the core community areas first. Rezoning of adjacent undeveloped property should be compatible with developed property.

Public Comment:

The Public Hearing will be held on March 15, 2024. Notifications were sent out on March 8, 2024, staff has not received any verbal or written inquiries, opposition, or favorable communications.

Findings:

1. The application was initiated by the owner.
2. The property is zoned as R-1-8 and approximately 0.15-acres.
3. The City Council is the decision-making authority for a zoning application. The Council may adopt or reject the request as it deems appropriate or may assign a different zoning designation.
4. Assigning a C-2 zone is not consistent with the Kanab City Future Land Use Map designation of MDR/HDR. The General Plan and Land Use Ordinances designate commercial property development along the highway corridors.
5. The requested zone of C-2 is consistent with the adjacent properties to the North and South of the property.

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JD Wright

Suggested Motion(s):

I move that we send a positive recommendation to the City Council to assign zone C-2 to Parcel K-24-4A based on the findings and conditions outlined in Staff Report #2024009.

I move that we send a positive recommendation to the City Council to assign zone _____ to Parcel K-24-4A based on the findings and conditions outlined in Staff Report #2024009 and the following

I move that we send a negative recommendation to the City Council to assign zone C-2 to Parcel K-24-4A based on the findings and conditions outlined in Staff Report #2024009.

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Exhibit A: Subject Property

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Kanab City Planning Commission Staff Report
File # 20240319.1

Date:	March 15, 2024
Meeting Date:	March 19, 2024
Agenda Item:	Discuss and recommend to City Council a Development Agreement for Hidden Canyon Subdivision, a Planned Development Overlay
Subject Property Address:	N/A
Property Owner:	Jim Guthrie
Applicant Agent:	Brown Consulting Engineers
General Plan Designation:	Medium Density Residential/High Density Residential
Parcel #:	K-15-1-ANNEX & K-14-15-ANNEX

Attachments:

Exhibit A: Development Agreement

Summary:

Hidden Canyon Subdivision, a Planned Development Overlay was originally reviewed and approved by the Planning Commission and City Council in September of 2021. The development agreement was approved on 9/28/2021 by the City Council.

The original development agreement did not include the specifics regarding the water tank needed for the development. The water tank agreement was being reviewed through a different agreement that has yet been agreed upon or approved by the City Council.

In August of 2022, an extension request for the preliminary site plan was approved by the Planning Commission. The extension is allowed one time for a period of 12 months through the Land Use Ordinance, Chapter 23.

On March 27, 2023, a request was received to amend the Preliminary Site Plan. Land Use Ordinances Chapter 23 – Planned Development Overlay requires that any amendments for approved plans and specifications shall be obtained by following the same procedures described in section 20-8. Section 20-8 requires a development agreement as required in 20-4. It was discovered at this time that the development agreement was not signed and recorded and that the water tank agreement still required approval. Staff requested that the water tank agreement be combined into the development agreement and go through the necessary approval and recording process. Of note, Land Use Ordinance Chapter 23, was updated in September of 2023 and some of the section references may have changed from the previous approved version.

City staff has been working with Mr. Guthrie, his engineer and attorney to prepare the development agreement for past twelve months.

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Findings:

1. Commercial and residential retirement community for individuals over 55 years of age. Consisting of a total of 705 units: 356 single family units, 269 multi-family units, 80-unit hotel and 7.07-acres of commercial storage units.
2. Gated community that will have private roads. The entrance road, that will also serve as a frontage road will be a public road dedicated and maintained by Kanab City after acceptance and approval of the installation.
3. One (1) million-gallon water tank will be constructed. 810,150 gallons is required for the development, the upgrade to 1 million gallons qualifies the developer for reimbursement through impact fee credits.
4. A 12-inch transmission/distribution water line is required to be installed by the city, this is considered an upgrade from an 8-inch waterline and qualifies the developer for reimbursement through impact fee credits.
5. Booster pumps or lift stations installed within the development will be maintained by the developer. Booster pumps or lift stations required outside the development will be maintained by Kanab City after acceptance and approval of the equipment.
6. Exceptions to Kanab City ordinances include (exceptions were previously approved through the development agreement on September 28, 2021):
 - a. Minimum lot size of 5,000 square feet
 - b. Minimum lot street frontage of 52 feet wide
 - c. Minimum front lot setbacks of 20 feet, side setbacks of 5 feet and rear setbacks of 10 feet
 - d. Private roads to have a 40-foot right of way with 26 feet of pavement
7. Allows opportunity for the formation of Public Infrastructure District (PID)

Analysis:

Staff has reviewed the development agreement and has some additional notes:

- a. The Fire Chief has expressed concerns regarding the width of the private and public roads as well as concerns with the number of egress and ingress for the development. The current plans and development agreement show a 40-foot right-of-way for the private roads with a 26' pavement. This width may be difficult to allow for movement in and out of the development during an emergency or fire. There is only one entrance and exit to the development from Highway 89 causing a bottle neck in an emergency and fire situation.
- b. The Public Works Director has expressed concerns with future connections to the boosted 12-inch transmission/distribution pipeline. The high-pressured water line may cause damage to any future connections that do not have properly regulated equipment. He is requesting that the existing 8-inch water

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- line remain and that the 12-inch boosted transmission/distribution pipeline be installed adjacent to the existing 8-inch waterline.
- c. The Public Works Director has expressed concerns regarding the pump station located in front of “Quality Inn”. The existing booster pump is not sufficient for the development and needs to be replaced with two booster pumps. Both will be used in emergency situations. With the additional equipment needed the existing pump station is not an adequate size to house all the equipment and maintain the necessary clearances for maintenance and service of the equipment.

Suggested Motion(s):

I move that we make a positive recommendation to accept the Development Agreement for Hidden Canyon Subdivision as shown in exhibit A of the staff report.

I move that we make a positive recommendation to accept the Development Agreement for Hidden Canyon Subdivision as shown in exhibit A of the staff report with the following amendments .

I move that we make a negative recommendation not accepting the Development Agreement for Hidden Canyon Subdivision as shown in exhibit A of the staff report.

I move that we continue the discussion on the Development Agreement Hidden Canyon Subdivision to:

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City Manager
Kyler Ludwig
Treasurer
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Exhibit A: Development Agreement

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When Recorded Return to:
Kanab City
26 North 100 East
Kanab, UT 84741

Tax ID#s: K-15-1-ANNEX
K-14-15-ANNEX

**HIDDEN CANYON DEVELOPMENT AGREEMENT
AND
SYSTEM IMPROVEMENTS REIMBURSEMENT AGREEMENT**

THIS HIDDEN CANYON DEVELOPMENT AGREEMENT AND SYSTEM IMPROVEMENTS REIMBURSEMENT AGREEMENT (herein "**Agreement**") is entered into this ____ day of _____, 2023, by and between Jim Guthrie and his assigns, (herein "**Guthrie**"), owner of record for parcels K-15-1-ANNEX and K-14-15-ANNEX (the "**Property**"), and JJJ Development, Inc., a Utah corporation (herein "**JJJ Development**") (Mr. Guthrie and JJJ Development, Inc. herein collectively referred to as the "**Developer**"), and the City of Kanab, a municipal corporation and political subdivision of the State of Utah (herein "**City**"). This Agreement is intended, in part, to replace a previously approved but not fully executed development agreement between Developer and City. Developer and City are collectively referred to herein as "**Parties**," and each may be referred to individually as "**Party**."

RECITALS

WHEREAS, City is a political subdivision of the State of Utah.

WHEREAS, Guthrie owns approximately 257.37 acres of real property located within City limits, with parcel/tax ID numbers of K-15-1-ANNEX and K-14-15-ANNEX, which is more fully described in Exhibit "A," identified as the "Hidden Canyon Subdivision" and portions of which may be hereafter interchangeably referenced as "Property", "Development Property," "Planned Community," and "Hidden Canyon".

WHEREAS, the Property is zoned with a Planned Development Overlay ("PD") established by City.

WHEREAS, The Developer is proposing to develop the Property into both a commercial and residential retirement community for individuals over 55 years of age ("Development"), which development shall occur over a several year period, with marketing during development as well as thereafter, by applying to the City for development approvals, the issuance of required permits, and other items as more fully described hereafter.

WHEREAS, proposed development of the Property will including approximately Seven Hundred and Five (705) residential units (constituting 356 Single Family Units, 269 Multifamily Units, 80 Unit commercial hotel and 7.07 acres of commercial Storage Units requiring additional infrastructure and public services.

WHEREAS, the City is willing to enter into this Agreement because the proposed development contains an upscale residential senior community, high-scale residential apartments, provide various commercial services, improve or develop City roads, contribute to the overall infrastructure and improvements of the City for future growth, and promote economic development, all of which will be advanced by Developer through the formation of a PID and/or other private financial resources.

WHEREAS, Developer will install all utilities, provide paved hard surface roads from the public street to the Development, provide the Development with all public utility facilities including but not limited to curb, gutter and sidewalk, streets, power, water, and public sewer systems, in accordance with the applicable law and design standards, which infrastructure may be funded in whole or in part by the Developer and/or a Public Infrastructure District (“PID”), if one is approved and created.

WHEREAS, upon completion, dedication, and acceptance of the infrastructure, the City is willing to provide the necessary public services to the Development Property, upon certain conditions as outlined in City ordinances and in accordance with the terms included herein.

WHEREAS, as a condition of development approval, Developer is required to construct and install certain "Public Improvements" and "System Improvements," including future public facilities identified in and included as part of the City's Capital Facilities Plan(s), each as defined by Section 7-801 of the Kanab City General Ordinances and in Utah Code, Title 11, collectively referred to as "System Improvements;" however, System Improvements do not include "Development Property Improvements" or "Project Improvements" as that term is used in State Code and the City's ordinances.

WHEREAS, the proposed Planned Community will require approximately (1) an 810,150 gallon water storage tank, (2) require at least an 8-inch water line to connect the existing water infrastructure to the water storage tank (with the possibility of a 12-inch line being required), and (3) require at least an 8-inch water line to serve the needs of the Planned Community.

WHEREAS, Developer has certain obligations to install infrastructure and System Improvements to specified standards sufficient to meet the Development Property's needs.

WHEREAS, as part of the development activities, the City desires to have Developer upsize or oversize certain infrastructure as required by the City, beyond the infrastructure described previously.

WHEREAS, specific oversized System Improvements covered by this Agreement are outlined in Exhibit B, attached hereto and incorporated by reference, and are included in the City's Capital Facilities Plan(s). Specifically, the Developer is required to have engineered, constructed, and dedicated to the City a water storage tank and related infrastructure, based on specific criteria.

WHEREAS, the Parties have acknowledged that (a) a one (1) million-gallon water storage reservoir ("water tank"), in lieu of a 810,150 gallon water tank, (b) a 12-inch transmission and distribution pipeline, in lieu of an 8-inch pipeline, **specifically extending from the water tank to service the Development Property and then extending back down to approximately US-89**, and (c) other water-related infrastructure specifically related to the oversizing aspect of (a) and (b), described in Exhibit B (collectively, "Eligible Public Improvements"), are necessary for future development of the Development Property and future developments adjacent thereto, which currently do not exist.

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WHEREAS, the Parties agree that the oversizing/upsizing of the System Improvements that are the subject of this Agreement are reasonably anticipated to serve future development, both within and without the Hidden Canyon Subdivision.

WHEREAS, Utah Code § 11-36a-101, et seq., the Impact Fee Act, allows for municipalities to either reimburse or credit developers for Public Improvements and System Improvements, through their impact fee enactment;

WHEREAS, General Ordinances of Kanab City establish the parameters for the construction of Public Improvements, for reimbursement for oversizing Public Improvements, and for collecting and calculating impact fees, and states, in part:

Where public improvements are installed which are intended to extend, expand or improve the City's public improvements beyond the public improvements required to service or benefit the subdivision or development activity proposed by the developer, the City in its discretion may enter into a written reimbursement agreement with the developer who installs the public improvement.
Kanab City General Ordinances § 7-803.

Any developer seeking to commence development activity prior to the City's commitment to participate in a Development Property or to provide the required system improvements may construct all of the Development Property and system improvements and may, with the approval and at the discretion of the City Council, enter into a written system improvements reimbursement agreement with the City for the repayment of the actual, reasonable cost of the system improvements installed by receiving credits toward development impact fees or reimbursement from current or future impact fees as determined by the City Council.
Kanab City General Ordinances § 7-804

In consideration for the construction and installation by the developer of system improvements which are required by the City as a condition of approving the development activity, the City Council may in its sole discretion grant developer a credit against applicable impact fees assessed on development within developer's Development Property as determined by the City after receiving the recommendations of the City Engineer. No credits will be granted for Development Property improvements.
Kanab City General Ordinances §7-806.

No interest shall be paid on any reimbursement amounts. The City will not have any obligation to make reimbursements to the developer for systems improvements until the designated impact fees are actually received by the City.
Kanab City General Ordinances §7-807.

WHEREAS, Kanab City's Water Impact Fee Facilities Plan & Analysis (Capital Facilities Plan for Water, adopted in 2018), outlines: "It is projected that the first new 1 Mgal tank should be constructed in 2026 near the east City boundary with a 12 inch pipeline connected to the nearest 12 inch water main." See page 13 (Appendix A, Maps 4 & 5, identify the approximate and adjacent area of the Hidden Canyon Subdivision for the location of a future 1-million-gallon water tank).

WHEREAS, Developer and the City agree that Developer will connect the Public Infrastructure to the waterline currently servicing the Quality Inn property. If the existing 8-inch waterline, be it either the existing or a necessary replacement waterline, can be shown as having sufficient capacity, capability, and compatibility with the required System Improvement, including the necessary booster pump and other infrastructure, concluding that it can provide necessary service for the regular and emergency needs of the Development Property, then Developer anticipates connecting to the existing or a replacement 8-inch waterline (if a replacement waterline is necessary), thereafter running a 12-inch line from the point of connection (at or near the Property boundary) to the water storage tank. Otherwise, due to the lack of compatibility, capacity, or capability of the existing or a possible replacement 8-inch waterline, the City and Developer agree that Developer will be required to ~~replace the existing 8-inch waterline with a 12-inch waterline~~ install a new 12-inch waterline adjacent to the existing 8-inch waterline, from the connection point near or at the Quality Inn running the full distance to the booster pump and Property boundary, and thereafter extending the 12-inch waterline to the water tank.

WHEREAS, Developer will also construct and install a return 12-inch waterline from the water storage tank to the areas of the Development Property, for which approved designs and standards require it for the Planned Development itself, and then extending it back to the Quality Inn property, as further explained in Exhibit B.

WHEREAS, Developer or a subsequently formed PID, if approved, will be reimbursed by way of a credit towards applicable impact fees for the portion of the actual, reasonable costs for materials and installation of said Public Improvements attributable to the upsizing/oversizing, and the extension of Public Improvements beyond what is necessary for the Hidden Canyon Planned Development, dependent upon whether the Developer or PID has incurred the expense for installation of the oversized/upsized improvements, as set forth hereafter.

WHEREAS, Developer or a subsequently formed PID, if approved, will front costs for extending and upsizing portions of Public Infrastructure, as outlined in Exhibit B, including the return water line and the water tank, from which the actual, reasonable costs shall be reimbursed (1) by City, through impact fee credits, or (2) by any private party or entity of an adjacent development which connects to the oversized return water line (i.e., from the water tank to US-89/Quality Inn; the cost of reimbursement to be determined and paid in accordance with their pro-rata share of the actual, reasonable costs of the oversized portion of the water infrastructure, (including the water storage tank), to which the third-party connects-. Notwithstanding, upon payment by a private party or the City, Developer shall only be reimbursed up to the full actual, reasonable costs of the oversized portion of the infrastructure paid by Developer.

WHEREAS, the Parties have had the opportunity and have utilized the help and advice of legal counsel in the negotiating, drafting, and reviewing of this Agreement.

WHEREAS, on _____, 202__, the Kanab City Planning Commission held a duly noticed public hearing to consider this Agreement, and thereafter made a recommendation to the Kanab City Council pertaining thereto.

WHEREAS, on _____, 202__, having received the Planning Commission's recommendation, the Kanab City Council met during its duly noticed regular meeting, considered this Agreement with any modifications, and considered the input of City staff, the public (if any), and the Planning Commission, and discussed the Agreement.

Commented [KC1]: Public Works Director prefers the existing 8" water line remain in place and that the developer installs a new 12" water line adjacent to the 8" waterline. The concern is that if future development happens west of the Hidden Canyon development connection to this line would not be recommended as it is a pressured waterline that can cause damage due to the boosted system.

WHEREAS, the City, acting pursuant to its authority under Utah Code § 10-9a-101, *et seq.* and its ordinances, resolutions, and regulations and in furtherance of its land use policies and goals, has made certain determinations with respect to the proposed Planned Community, and, in the exercise of its legislative discretion, has elected to approve this Agreement because it promotes the orderly and appropriate development of property, and will provide public facilities, amenities, and other benefits for the better welfare of the community and in connection with a proposed development.

NOW THEREFORE, in consideration of the goals and policies of City, which include the appropriate and coordinated development of property within City, and after consideration by the various services which Developer will provide, and in accordance with provisions, terms or conditions of City, and the Developer as more fully set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties now agree to the following terms and conditions:

AGREEMENT

1. Recitals. The Recitals above are hereby incorporated by reference and expressly made a part of this Agreement. Capitalized terms used herein shall have the meaning given them in this Agreement and if not otherwise defined herein, or within State Code or the City’s ordinances, shall have the plain and ordinary meaning within the context they appear.

2. Definitions.
"Agreement" means and refers to this "Hidden Canyon Development Agreement and System Improvements Reimbursement Agreement" between Developer and City with respect to the Planned Community.

"Developer" means and refers to JJJ Development, LLC and James Guthrie, the initial owner of the Planned Community, who is anticipated to create the Planning Areas and reserves the right to convey the same, through sale or otherwise, to the Secondary Developers. This definition extends to successors and assigns of Developer, provided such successors and assigns acquire all of the rights to the master development of the Planned Community which are currently held by Developer and agree to become subject to the obligations of this Agreement.

"Development Property" or "Property" means and refers to the parcels of real property located in Kanab City, Kane County, State of Utah, upon which any development to be constructed on the Property pursuant to the Hidden Canyon Development Property Plan, as included in Exhibit B, and this Agreement, with the associated intended uses and all the other aspects approved as part of this Agreement, as also contained in the Exhibit B attached hereto, and identified as parcel/tax ID numbers K-15-1-ANNEX and K-14-15-ANNEX, which is more particularly described in Exhibit "A".

"Hidden Canyon Development Property Plan" ("Plans") are those Plans presented by Developer in Exhibit C ("Description and Plans") and once approved by City, setting forth some of the specifications for required for development of the Property and System Improvements, as generally outlined in Exhibit "C". The Plans referenced, mean, or include the specific description and Master Plans attached as Exhibit C and do not include items not yet submitted. The Master Plans in Exhibit C are not yet approved development plans or applications, notwithstanding their reference or inclusion herein.

"Impact Fee Credits" means and refers to credits for impact fees granted by City pursuant to this Agreement.

"Master Association" means and refers to an association that shall be created by Developer consisting of Developer and/or some or all of the private owners of lots and parcels, including those privately retained open spaces, in the Planned Community which will have the responsibility of enforcing the Master Declaration. "Sub-associations" or "neighborhood associations" may also be created with respect to the distinct Planning Areas and/or Secondary Phases of the Planned Community and shall be subject to the Master Association. A Master Association, sub-association, or neighborhood association may commonly and legally be referred to as a "homeowners association."

"Master Declaration" means and refers to a declaration of covenants, conditions and restrictions for the residential and commercial portions of the Planned Community which shall be created by Developer and recorded in the Kane County Recorder's Office with respect to the entire Planned Community. The Master Declaration shall set forth the rights and obligations of Developer, the Secondary Developers, the Master Association, and the individual owners in the Planned Community with respect to one another, and may establish a lien for the collection of assessments and serve other purposes common to declarations in similar development properties/homeowners associations. Other "sub-declarations" may also be recorded with respect to the distinct Planning Areas and/or Secondary Phases of the Planned Community, but all shall be subject to the Master Declaration.

"Planned Community" or "Planned Development" means and refers to the Development Property known as "Hidden Canyon," anticipated to be developed upon the Development Property.

"Public Infrastructure" or **"Public Improvements"** (or at times referenced as "Infrastructure") means and refers to interchangeably the installation of standard utilities necessarily required to service the Property, as used and defined in Utah Code and Kanab City ordinances, including water, sewer, roads, sidewalks, curbs and gutters and such other improvements to develop the Property as set forth, in part, in the Plans included in Exhibit B.

"Public Infrastructure District" or **"PID"** shall have the same meaning as defined in Utah Code, Title 17D, Chapter 4, *et seq.*

3. Property to be Bound - Development Property. The legal description of the Property to be bound by this Agreement, i.e., the Development Property, is set forth in Exhibit "A" hereto and incorporated with this reference. No additional property may be added to the Development Property for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and City.

4. Acknowledgements.

- a. The City acknowledges the Developer is relying on the execution and continuing validity of this Agreement, and the City's performance of its obligations herein.
- b. The City further acknowledges that development of the Development Property may be contingent upon Developer obtaining approval of a PID which is subject to further legislative action.

- c. Developer acknowledges that the City will be making a decision regarding the formation of a PID at a later date, upon submission of a complete application, requisite documents, and corresponding fee.
- d. Developer acknowledges that this Agreement will not bind the City to the approval and formation of a PID and that if the formation of a PID is denied, Developer may need to take additional steps not contemplated under this Agreement to facilitate the development of the Property, which decisions may or may not be legislative in nature (e.g., application to amend this Agreement; application to re-zone of a portion or all of the Property).
- e. Developer will directly (or through a PID) expend substantial funds in the development of the Property and, in reliance upon this Agreement, will continue to expend additional funds. Notwithstanding this acknowledgement, the Developer foregoes any right or remedy, both in law and equity, to seek damages for the same.
- f. Developer acknowledges that the City is relying on the Hidden Canyons Development Property Plan, as included in Exhibit C, and the execution and continuing validity of this Agreement, and Developer's performance of its obligations under this Agreement, in continuing to perform the obligations of Developer herein.
- g. The City has expended substantial time, resources, and funds in connection with the proposed development of the Property and, in reliance of this Agreement, will continue to expend additional time, resources and funds. Notwithstanding this acknowledgement, the City foregoes any right or remedy, both in law and equity, to seek damages for the same.
- h. The Parties desire that the City has reasonable certainty concerning the manner in which the Property will be developed, and that Developer will have reasonable certainty in proceeding with development of the Property. Developer shall comply with the terms and conditions of the Plans in Exhibit C and of this Agreement, and the City authorizes Developer to develop the Property as set forth in the Plan, included in Exhibit C, and this Agreement.
- i. Notwithstanding the foregoing, the Parties jointly acknowledge that nothing herein will bind the City to any future legislative action, decision, or appropriation, and that any future administrative decision (i.e., approval or denial) shall be made in accordance with the terms of this Agreement, local ordinance, and state law.
- j. The Developer (i.e., Guthrie and JJJ Development, individually and collectively) acknowledge and affirm that they have been advised by the City and Guthrie's and JJJ Development's legal counsel, orally and in writing (including as outlined through this Agreement), of any and all rights "under clearly established state law" to which they are entitled but are conceding and giving up by entering into this Agreement, as demonstrated/repeated more explicitly hereafter, and will therefore be estopped from a future related claim, including claims brought under Utah Code §10-9a-532(2)(c) (i.e., claim of undisclosed or unknown right forfeited through this Agreement). [If a term of this written agreement could be interpreted or constructed to abridge the rights of the

Developer, or seen in a light less favorable to the Developer, it should be considered as notice of a possible if not an outright concession or abridgement of the Developer's "clearly established" statutory right(s).]

- k. The Developer (i.e., Guthrie and JJJ Development, individually and collectively) acknowledge that this Agreement is not a condition for development of the Property; however, a development agreement is a requirement for planned developments under Kanab City's ordinances. Developer acknowledges there are other avenues for developing the Property without entering into this Agreement.

5. Prior Development Agreement. The Developer having presented and the City Council having previously considered and approved a version of a Development Agreement related to the Hidden Canyon Planned Development (in September of 2021), but the document having failed to be fully executed and recorded; the Parties now agree to the following terms included, as previously considered:

- a. City Facilities and Landscape Improvements. City will permit and cooperate in Developer's efforts to improve existing City facilities including water, drainage, and sewer systems. In addition, City will permit and cooperate in Developer's efforts to enhance and improve landscaping features on any City owned property within the Planned Community. To the extent reserved by Developer, Developer will dedicate to City when appropriate such easements in locations acceptable to Developer as shall be reasonably necessary to accommodate City's utility system to service these areas.
- b. Model Homes and Sales Center. Developer and/or Secondary Developers may construct model home complexes and sales centers in one or more Planning Areas..
- c. Exceptions to City Ordinance. In accordance with Section 23-7 of the Kanab City Land Use Ordinance, City agrees to allow the Development Property to deviate from the City Standards and Ordinances in the following ways:
 - i. allow for lots to be as small as 5,000 sq. ft.;
 - ii. allow for frontage of lots to be as short as 52 feet wide;
 - iii. allow for front setbacks to be as short as 20 feet, side setbacks to be as short as 5 feet, and rear setbacks to be as short as 10 feet; and
 - iv. allow for private roads to be as small as 40 feet wide. Private roads are all roads located within the Master Plan area colored in pink servicing single family lots within the privacy gates. All roads located in the green, purple and blue areas, servicing the commercial storage, hotel and high density residential shall be public roads as depicted in Exhibit "C".

6. Developer's Responsibility. Developer agrees to complete all of the onsite and offsite improvements as required under this Agreement and to develop the Property, which may be done by Developer or through the creation of a Public Infrastructure District, in accordance with the Public Infrastructure District Act, Title 17D, Chapter 4 ("PID"), if creation is approved (after due consideration by the City upon receipt of a completed application, fee(s), and required documents), which will create a public entity in order to assist in the financing of public infrastructure for the purpose of creating and developing the Property.

7. Development Pursuant to Plan and Design Guidelines.

- a. Developer shall submit plans that will promote a sophisticated technology wise senior residential community with various amenities as well as certain commercial services. The plans submitted shall generally depict the intended uses, lot lines, water and sewer system, various other utilities, drainage control facilities, major roads, and facilities that will be installed and constructed upon the Property, subject to minor modifications as necessary to facilitate construction. The City shall be notified of all minor modifications in advance of their implementation, upon receipt of which the City will determine if the minor modification(s) can proceed without further review, or if the minor modification(s) will require some form of administrative application, review, and approval.
- b. Developer may submit an application for City's approval of minor modifications to the extent generally consistent with the Development Property, in accordance with the City's ordinances and standard procedure. Examples of such minor modifications shall include moving or adjusting lot lines or lot sizing, minor street realignments, adjusting open areas, so far as those modifications still meet with the substantive terms of this Agreement. Minor modifications shall be approved by the City's Land Use Coordinator/Building Official (acting, under the circumstances, as the City's Land Use Authority), in consultation with the Public Works Director and City Engineer, as deemed appropriate.
- c. No material modifications to the Plans, as included in Exhibit C, shall be made after approval by City without City's written approval of such modification. Developer may submit an application for approval of material modifications to the Development Plans, included and incorporated into this Agreement (Exhibit C), from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification beyond that considered minor, including, for example, modifications which (i) increases the total perimeter size (footprint) of building area to be constructed on the Property by more than ten (10) percent, (ii) substantially changes the exterior appearance of the Project, (iii) changes the functional design of the Project in such a way that materially affects traffic, drainage, or other design characteristics, or (iv) increasing or decreasing housing density. Material modifications that still generally fall within the terms and parameters outlined in this Agreement shall be approved by the City's Land Use Authority.
- d. In the event of a dispute between Developer and City as to the meaning of "minor modification" or "material modification," no modification shall be made without express written approval by the City (i.e., may require amendment to this Agreement). Modifications shall be approved by City if such proposed modifications are consistent with City's then applicable rules and regulations for projects in the zone where the Property is located, and are otherwise consistent with the standard for approval set forth herein. Modifications that do not meet with the then applicable rules and regulations or the terms laid out in this Agreement, may require an amendment to this Agreement, subject to the City Council's approval (legislative).
- e. Developer shall not commence site preparation or construction of any infrastructure or improvement on the Property until such time as the required submitted plans have been

approved by the City in accordance with the terms and conditions of this Agreement and the applicable City ordinances.

- f. It is anticipated that the following general planning and construction of the development will occur through a series of steps or procedures described hereafter in three general phases. In addition, actual development of lots and construction of homes will be completed through a phased development plan resulting in lots and homes being developed and constructed by Developer in multiple phases as determined in the discretion of Developer and approved by the City:

General Phase 1: The Parties, according to their respective obligations herein, will perform or work together to satisfy the following requirements:

- i. Prepare preliminary planning.
- ii. Take necessary measures for consideration of a PID or other financing opportunities.
- iii. Complete applications for prospective tax relief for the PID which will be provided and distributed through the PID, subject to consideration and approval by the City.
- iv. Complete engineering for development. Developer shall prepare detailed construction plans, drawings, and specifications as part of the plans for the Developer's Public Improvements for the Development Property, which Plans shall be subject to the City's reasonable approval. Developer shall diligently pursue and obtain any and all necessary governmental approvals, permits and the like as necessary and required for development of the Development Property. Developer agrees to provide City with a copy of any and all relevant records and documents relating to the Developer's Public Improvements, as requested by City.
- v. Obtain soils testing.
- vi. Prepare subdivision layout and apply to City for subdivision approval.
- vii. Complete Landscaping Designs for infrastructure.
- viii. Complete Sign Design and construction of signage, subject to the requisite review(s) and approval(s).
- ix. Subject to the requisite application(s), review(s), and approvals/permitting, and completion of required public infrastructure improvements (or posting with the City an improvement completion assurance as required under Utah Code § 10-9a-604.5 and Kanab City Subdivision Ord., Chapter 4), the water storage tank being excepted, permit Developer to proceed with Phase 1, as per the map included as Exhibit "C", including construction of storage facilities prior to construction of the water tank, provided Developer is able to meet minimum fire flow standards. Other than the storage facilities anticipated to be constructed, all other building permits shall be withheld until the water storage tank is constructed and accepted by the City unless Developer has posted satisfactory improvement completion assurance (i.e., guarantee of improvement; bonding), which is still valid, to cover completion of the water storage tank.

General Phase 2: Perform the following requirements:

- i. Apply for and Complete Construction of all Infrastructure.
- ii. The City shall cooperate reasonably in promptly processing all *complete* construction and development applications as Developer develops the

- Development Property in multiple phases, in accordance with the City's normal procedure and practices.
- iii. If an application is considered incomplete, the City will communicate the same to the Developer, detailing the deficiency.
 - iv. If the City denies any complete application submitted by the Developer, the City shall provide notice to the Developer and, upon request of the Developer, a written record or recording related to the denial, if created.
 - v. Upon issuance of a denial, the City and Developer shall meet within fifteen (15) business days (in-person, by phone, text, email, or virtually), or as soon thereafter as possible, of a denial of any application to attempt to resolve the issues specified in a denial of the application. This requirement to meet shall be considered waived, if the meeting is not requested by the Developer, or the time limit for meeting shall be tolled if the request is not timely.
 - vi. The Parties will work together in good faith to resolve any denials of applications submitted by Developer.
 - vii. Unresolved issues resulting from the City's denial of an application after a reasonable good faith attempt to resolve the denial, shall be subject to the administrative appeals process outlined in the City's Land Use Ordinance. The time frame for an appeal shall commence upon the date the denial is provided to the Developer. However, if Developer requests the meeting outlined herein within fifteen (15) business days, then the commencement for the time limit for submitting an appeal will be tolled until the date upon which the meeting is scheduled, or thirty (30) calendar days after the denial, whichever date is earlier.
 - viii. Upon receiving approval of an application, Developer shall work diligently towards completion of the Infrastructure within the time frame required under local ordinance (including any permitted extensions granted under the parameters allowed for in City ordinance).
 - ix. The improvements depicted in the Hidden Canyon Development Property Plan, as included in Exhibit B, and set forth in this section or elsewhere in this Agreement or attached exhibits, represent some but not all of the Public Infrastructure improvements to be completed by Developer, or through a PID, if approved and created, on the Development Property, that are intended to service the Development Property. Developer or the PID shall bring the major infrastructure from the perimeter of the Property internally to the boundary of each individual parcel. Developer will address, install, construct, and dedicate any requisite offsite Public Infrastructure (i.e., infrastructure necessary to bring required Public Infrastructure to the perimeter of the Property).
 - x. Subject to the performance by the City of its obligations herein, Developer or the PID, as applicable, shall cause improvements to be installed, constructed, and completed, in conformance with applicable governmental and City standards, policies and guidelines and the Plans, included as Exhibit B, as amended. Developer will coordinate with City staff, including the Building Inspector, Land Use Coordinator, City Engineer, and Public Works Director, in constructing and installing Public Infrastructure, both within the Property boundaries and outside the Property boundaries/offsite.
 - xi. The Infrastructure may be installed and constructed in stages or phases as necessary to support the development of each parcel, subject to any applicable

requirement to provide an improvement completion assurance (i.e., guarantee/bonding for the improvement). Developer or the PID, if approved and created, shall be responsible for the costs to install, construct, and complete the Infrastructure. Some but not all of the required Public Infrastructure to be constructed is set forth in Exhibit “B” (specifically outlining portions of the water infrastructure required to be oversized).

- xii. Ground prep lots including general sheet grade where Developer determines necessary, and with issuance of any necessary permit upon application, and landscaping of surrounding street, and entrances.
- xiii. At the time that City receives the improvement completion assurances from the Developer, or a PID, if approved and created, and a subdivision plat is recorded, Developer may request issuance of building permits according to City’s ordinances and customary permitting process applicable to developers or builders.
- xiv. Developer may request certificates of occupancy for those structures issued building permits as long as Developer is in compliance with this Agreement and City Ordinances, i.e., on the same grounds as applicable and granted to similarly situated developers/builders.
- xv. Notwithstanding the foregoing, as outlined more fully subsequently herein, breach of this Agreement, including incomplete necessary Public Infrastructure, or failure of an aspect of constructed/installed Public Infrastructure, without a required completion or repair assurance bond, shall be grounds for the City to withhold issuance of a building permit(s) or certificate(s) of occupancy, until the breach/deficiency is cured—i.e., a sufficient bond for the Public Infrastructure or repair is submitted, or the necessary Public Infrastructure is constructed, repaired, and accepted/approved by the City.

General Phase 3: Perform the following requirements:

- i. Market and sell lots with completed building infrastructure (a final plat having been approved and recorded); and
 - ii. City shall duly consider complete applications submitted for conditional use permits for buildings being constructed for commercial purposes, if required.
- g. Developer agrees to proceed with each phase as it obtains sufficient funding through the PID, if approved and created, other financial resources, reimbursement by the City, and market demand as it determines appropriate to assure completion of the improvements by Developer as set forth in this Agreement. All infrastructure shall be developed pursuant to the terms of this Agreement and the Development will conform with all of the designs and engineering standards, and improvements necessary or required in the City ordinances. Approval of this Agreement does not exempt Developer from the other timelines outlined in City ordinances, unless specifically exempted or modified in this Agreement.

8. Additional Developer Responsibilities. As a condition of development, Developer shall install specified System Improvements on the Development Property, the oversized portion of which is summarized herein and in Exhibit “B”, including the following:

- a. A properly engineered oversized one (1) million-gallon water storage tank, upsized from a 810,150 gallon water storage tank;

- b. An oversized water main line, from the 1-million-gallon water storage tank to serve the Hidden Canyon Planned Development, upsized from 8-inch to 12-inch; and,
- c. Then extending the 12-inch water main line coming from the 1-million-gallon water storage tank beyond the distance and locations required to service the Hidden Canyon Planned Development, extending it to a location specified by the City near or approximate to US-89 and the existing Quality Inn water line.

Developer, through a PID, if approved and created, and private funding at the discretion of Developer, shall bear the costs for design, construction, and installation and provide for the real property and easements required. All infrastructure shall be engineered, constructed, and then dedicated to the City, subject to review, approval, and acceptance by the City Engineer and Public Works Director (formal acceptance shall be in writing). Dedication of any Public Infrastructure to the City shall be free and clear of all liens and encumbrances by executing and delivering to the City such conveyance or dedication of documents as the City may reasonably require (e.g., recordable deed or easement), subject however to any restrictions required through a PID, if approved and created.

City will then reimburse (reimbursement further defined hereafter) a PID, if approved and created, or Developer, as applicable, for all proportional actual, reasonable costs directly associated with extending the 12-inch waterline described in Exhibit B and/or upsizing (1) the water tank and (2) upsizing the water main line from the water storage tank to the Hidden Canyon Planned Development itself, or the proportional actual, reasonable cost of upsizing of any other public infrastructure, if required by the City. This reimbursement shall include actual, reasonable costs associated directly with additional materials, construction and labor costs expended and directly attributable to the upsized portion of the systems as more fully set forth hereafter in Sections that follow and in Exhibit B. The oversizing related reimbursement will only cover the difference between the actual, reasonable cost of the Public Infrastructure improvements with the oversizing as compared to the cost of the Public Infrastructure improvements without the oversizing. Developer, or a PID if approved and created, will submit to the City the costs attributable to the required oversizing, which will be subject to the review and approval of the City Engineer, which approval will not be unreasonably withheld.

9. Public Infrastructure Improvements. The improvements set forth in the Developer's Plans, as shown in Exhibit "C" generally represent an overview of a portion of the Public Infrastructure water improvements required to be constructed, installed, and oversized by Developer or a PID, if approved and created. This section is intended to obligate Developer, or a subsequently approved and created PID, to bring other major and needed infrastructure to the perimeter of the Property and from the perimeter of the Property internally to the boundary of each individual parcel. Subject to the performance by the City of its obligations herein, Developer or a PID, if approved and created, as applicable, shall cause improvements to be installed, constructed, and completed, in conformance with applicable governmental and City standards, policies and guidelines, (the "**Developer's Public Improvements**"). The Developer's Public Improvements will be installed and constructed in stages or phases as necessary to support the development of each Parcel, except or as otherwise required herein. Developer or a PID, if approved and created, shall be responsible for the costs to install, construct, and complete the Developer's Public Improvements. The Developer's Public Improvements to be constructed include:

- A. Culinary Water and Culinary Distribution Systems. All pipes, valves, fittings, pressure reducing valve stations, air release valves, booster pump(s), and other distribution facilities

within the Development Property for the purpose of distributing water to parcels in the Development Property from existing City sources, water tanks and distribution lines.

- B. Sewer Collection System. All pipes, manholes, clean-outs, lift stations, and other collection facilities within the Development Property for the purpose of collecting and transporting sanitary sewer from and within the parcels to the existing sanitary sewer connection points.
- C. Electrical Distribution System. Developer agrees to provide and install all required electrical materials and equipment for installation from the point of the existing distribution system in order to provide electrical service to all parcels, lots, units, and amenity facilities within the Development Property. This shall include, but is not limited to, Developer's obligation to provide conduit, cable (primary and secondary), switchgear, sectionalizers, switch basements, secondary boxes, services, and all other material and equipment required for construction of a complete electrical system. City will cooperate with Developer, if and when necessary. Developer shall coordinate with the City and Garkane Energy Cooperative, Inc. (the electric utility provider in Kanab) in relation to the layout for the required public improvements. Developer shall provide and install the required electrical system per Garkane requirements and standards and in compliance with City standards and ordinances (including the requirement for new lines to be installed underground). Developer will provide easements and all associated documentation for the required transmission and distribution lines within the Development Property for electrical public improvements to connect to Garkane's existing distribution system.
- D. Street Lighting. Street lighting may be installed by the Developer and in such event, Developer will follow the City's Outdoor Lighting Ordinance and coordinate the same with Garkane and Chapter 22 of Kanab's Land Use Ordinances.
- E. Roadways. All roadways contained within the Property as shown on the Plans in Exhibit "C" will be constructed by Developer, unless otherwise stipulated by City or mutually constructed by Developer and City. Except as specifically noted in the Plans, all roadways accessing the Development Property are intended to be public roadways, constructed to City standards, except as modified by this Agreement, and upon completion of construction shall be dedicated to the City, subject to approval and acceptance by the City. Upon dedication and acceptance, the City shall be responsible for the maintenance, repair, and replacement of all such roadways. Internal roads within the Development Property shall be private roads. The Master Association Declaration or a sub-association declaration/agreement shall address maintenance, repair, and replacement of all private roads.
- F. Stormwater Drainage/Detention Basins. All stormwater flows generated by development of the Property will be controlled and contained within onsite detention basins. All improvements including pipe, inlet and outlet structures, manholes, and detention basins will be constructed by Developer. Upon completion and approval of these facilities, Developer will convey and/or dedicate these facilities—*excluding* the detention basins—to the City, at which time the City will assume ownership and maintenance of these facilities *excluding* the detention basins. Upon completion and City-approval of the detention basins, Developer, the Lot Owners and the Owners Association shall retain or otherwise be responsible for the detention basins and any Low Impact Development features. The Master Association Declaration or a sub-association

agreement shall address maintenance, repair, and related issues for all such privately retained improvements (e.g., the detention basins).

- G. Financial Assurance. To the extent permissible under applicable State and City's vested laws, the City's Future Laws, or if applicable pursuant to this Agreement, the City agrees that this Agreement constitutes the written undertaking of Developer to cause the improvements which Developer is required to make under this Agreement to be installed, constructed and completed, subject however to privately available funding to Developer or the approval and establishment of a PID to provide the funding.

An improvement completion assurance, also referred to as an improvement guarantee or bonding, required under the normal City subdivision process shall be required of Developer or a subsequently created PID. Notwithstanding the foregoing, a subsequently created PID that undertakes the construction and installation of some or all of the Public Infrastructure pertaining to the Hidden Canyon Planned Development may work through any issues related to providing an improvement completion assurance with the City (however, this provision does not constitute a waiver of the requirements established and not waived or exempted for public entities under state law and local ordinance). In furtherance of the foregoing, Developer or a subsequently approved and created PID may provide one or more surety bonds or agreements, as permitted by State law and the City's Subdivision Ordinance, to satisfy the undertakings set forth herein and any bonding (including without limitation any improvement guarantee bond(s), warranty bond(s), or restoration bond(s)) as may be required to complete the Public Infrastructure pertaining to the Development Property.

Developer shall not be required to proceed with development of the Development Property until a PID has been formed, approved and fully funded, unless Developer decides to proceed without a PID. [Developer may elect to proceed without a PID, in which case the Developer must comply with this Agreement, apply to have it amended, or apply for a zone change for the purpose of removing the Planned Development Overlay designation.] Approval of this provision does not exempt Developer from the other timelines outlined in City ordinances.

- H. Dedication of Developer's Public Improvements. Developer intends to dedicate, and the City intends to accept the dedication of certain approved and acceptable Developer's Public Improvements as summarized above. Developer shall retain ownership of Developer's Public Improvements constructed for respective portions of the Development Property and shall remain solely responsible for all necessary maintenance, repairs, and replacements of Developer's Public Improvements prior to final acceptance thereof by the City. Developer shall satisfy the obligation to dedicate the Public Improvements by causing: (i) the filing of a dedication plat; or (ii) the filing of a final subdivision plat including dedication.

Public Infrastructure/Developer's Public Improvements shall be constructed as required by State law, City ordinances, and City design standards. City acceptance of Public Infrastructure shall be subject to the written acceptance by the City's Public Works Director, after necessary inspections. Public Infrastructure/Developer's Public Improvements must be formally accepted in writing, which acceptance may be given in phases or at completion of some or all of the improvements are completed, after a final inspection. Developer shall call for and

receive an inspection of all Public Infrastructure/Developer's Public Improvements before burying or otherwise concealing any portion of the Public Infrastructure and before final connection to existing City infrastructure. Such inspections shall not necessarily constitute a final inspection. If pursuant to a final inspection, the City's Public Works Director requires repairs, corrections, or further measures to be taken in order for the Public Infrastructure to meet State law, local ordinance, City standards, and/or the terms of this Agreement, then Developer shall call for another final inspection once Developer believes the necessary measures are completed.

The City shall approve and accept dedication of any Developer's Public Improvements, in whole or in part, as necessary to support the phase of development as long as the Developer's Public Improvements meet the requirements of State law, local ordinance, City's design standards, and this Agreement, and are inspected and formally accepted in writing by the City's Public Works Director. Thereafter, the City shall own, operate, and maintain the dedicated, approved, and accepted Developer's Public Improvements without further charge or cost to Developer; provided, however, Developer shall provide the requisite warranty, in a form and content required by the City's subdivision ordinance. To the extent not prohibited by law or contract, Developer shall assign to the City any contractual warranty rights existing for such Developer's Public Improvements. This provision shall not apply to sewer lifts/pump stations within the boundaries of the Development Property, which shall not be dedicated to the City, nor accepted or maintained by the City.

10. Guarantee of Performance; Warranty. Developer acknowledges and agrees that an improvement completion assurance is required for all Developer's Public Improvements within the Development Property. If Developer desires to record any plat prior to Developer's non-PID-funded Public Improvements being completed, Developer will furnish to City an improvement completion assurance in accordance with City Code in an amount required by City, but not to exceed one hundred ten percent (110%) of the Developer's engineer's estimate price, subject to review and approval of the City Engineer, for faithful completion of the Developer's Public Improvements. Developer shall also provide improvement completion assurances and improvement warranties for public landscaping improvements as authorized under Utah Code, Title 10, Chapter 9a, and as outlined and required in Kanab City ordinances.

11. System Improvements, Extensions and Oversizing. City shall reimburse Developer for the difference in the actual, reasonable costs of material, labor, and installation directly associated with that portion paid by Developer for oversizing System Improvements, as summarized infra and as outlined in Exhibit B, in the which the City requests oversizing of a water transmission line and water storage tank over that which is required to meet the requirements of the development of the Property, and consistent with the policy of upsizing, after receiving the recommendations of the City Engineer. As required by Kanab City General Ordinance §§ 7-803 and 7-807, the amount for the oversized portion of the public improvements shall not exceed the actual, reasonable costs directly attributable to the oversizing portion of the infrastructure, as incurred in purchasing materials and installing the oversized portion of the public improvements, and shall not include interest.

Upon being engineered and a sufficient cost analysis being performed, the City Engineer will determine and recommend to the City the actual, reasonable cost of oversizing the System Improvements (i.e., determine the difference between all costs of the System Improvements as necessary for the proposed Hidden Canyon Development and the overall cost including oversizing the System Improvements), for

which Developer will be eligible for reimbursement. Developer may submit to the City Engineer documentation of actual costs/expenditures related to oversized System Improvements for consideration and/or subsequent revision of the City Engineer's calculation of the eligible reimbursement. If Developer disagrees with the reimbursable amount calculated and recommended by the City Engineer, and ultimately decided upon by the City Manager, then Developer may appeal the City Manager's decision through the administrative appeal process outlined in the Kanab City's Land Use Ordinance. Developer may, at any time before the City Manager has made a final decision, submit an additional opinion of actual, reasonable costs and reimbursable amount from a third-party engineer to be considered by the City Manager. If the Developer needs additional time to acquire an additional opinion from a third-party engineer, then Developer may request the City Manager withhold his/her final decision. The information and materials submitted to the City Manager may then be submitted by the Developer on appeal, if appealing the City Manager's final decision. The final written decision of the appeal authority is subject to judicial review.

12. Impact Fee Credit as the Means for Payment/Reimbursements. City shall reimburse either the Developer and/or a subsequently approved and created PID, as applicable, for the oversizing of System Improvements, based on the private or public entity that actually bears the oversizing costs (i.e., the entity that pays the difference in actual costs for oversizing System Improvements as set forth herein). Developer or the PID will be responsible for the cost of the System Improvements upfront, including the cost of oversizing.

- a. The form of the reimbursement, if Developer bears the cost of oversizing the System Improvements, shall be a credit against subsequent applicable impact fees becoming due and payable at the time a completed building application(s) is submitted.
- b. The form of the reimbursement, if a subsequently approved and created PID bears the cost of oversizing the System Improvements shall be through reimbursement from applicable impact fees due, actually collected by the City, and related to the development of the Property.
- c. "Applicable impact fees" as used herein, from which a credit or reimbursement may be received, means those impact fees related to the Water Impact Fee Facilities Plan & Analysis, for oversizing water System Improvements; and those impact fees related to the Wastewater Impact Fee Facilities Plan & Analysis, if oversizing the sewer lines is subsequently required by the City (though not contemplated currently). Applicable impact fees, as used herein, does not include those fees related to Public Safety, Transportation, Recreation, or Stormwater.
- d. The credit against impact fees for the Developer, or the reimbursement paid from collected impact fees for a subsequently approved and created PID, shall be applied/calculated at the time at which the impact fees are due/accrue for the Developer, or in the amount of applicable impact fees actually due and collected in regards to a PID reimbursement, and will be based on the effective impact fees adopted at the time of application/collection.
- e. The City will only approve impact fee credit/reimbursements for the actual, reasonable costs of any City-requested upsizing/oversizing or additional capacities or additional System Improvements not required for the Planned Development (i.e., required in anticipation of adjacent future growth outside the Hidden Canyon Planned Development), as outlined in this Agreement and summarized in Exhibit B. In addition to the required plans, Developer shall submit the budget and actual costs

for the System Improvements, with a detailed breakdown, for purpose of calculating reimbursement and credit against impact fees for requested oversizing.

12. Combining Reimbursement Methods; Reimbursement Through Future Adjacent Developments (i.e., for Pioneering). Contemporaneous with potential impact fee credits, or reimbursement from collected impact fees in relation to a subsequently created PID, if applicable, outlined in the preceding section, the City shall reimburse the Developer, or a subsequently approved and created PID, for the difference in actual, reasonable costs borne for requested oversizing of System Improvements with corresponding/applicable impact fees paid, or through outright collection of a pro-rata share of the actual, reasonable costs of the oversized portion of the System Improvements from or as a result of entering into a reimbursement agreement with adjacent property owner(s)/developer(s) (subsequently entered into at the City's sole discretion--it being a legislative decision), which payments are actually received by the City from adjacent development(s)/developer(s) reasonably anticipated to connect to and utilize the oversized System Improvements. This method for reimbursement shall be subject to any limitations imposed by Utah Law and local ordinance. *See* Utah Code, Title 11, Chapter 36a, *Impact Fee Act*. State law may impose a maximum term for eligible reimbursement under this provision; however, if not specified, this form of reimbursement shall be limited to ten (10) years from the date the oversizing costs accrue and are approved by the City, pursuant to the limitation imposed under Kanab City's General Ordinance.

13. No Duplicative Recoupment of Oversizing Costs. Notwithstanding the foregoing, the Developer nor any Secondary Developer, nor a PID, if subsequently approved and created, shall be entitled to recoup more than the total actual, reasonable costs attributable to the oversizing portion of the System Improvements—i.e., no impact fee credits and no reimbursement through adjacent developments (i.e., pioneering reimbursement) shall be granted once the actual costs attributable to the oversizing of the System Improvements have been realized through one or both methods for reimbursement. Any form of reimbursement provided for herein shall comply with the applicable provisions of State law. Developer and Secondary Developer(s), and/or a PID, if subsequently approved and created, shall not be entitled to duplicative reimbursement. Initial Developer must clearly convey right to reimbursement/future credit against applicable impact fee(s) to a Secondary Developer, clearly identifying the oversized infrastructure to which the reimbursement or credit apply and the specific category of impact fees applicable, and provide written notice of the same to the City for Secondary Developer(s) or assignee(s) to receive reimbursement as outlined herein. Initial Developer may convey all or portion of the right to be reimbursed to a Secondary Developer or assignee. The transferred right to reimbursement through impact fee credits or otherwise, may only be utilized in relation to the Hidden Canyon Planned Development or an adjacent developer that actual connects to the oversized infrastructure for which reimbursement is contemplated herein. City shall notify Developer within a reasonable time of receipt of payment of applicable impact fees paid by an adjacent property owner/developer connecting to and planned utilization/benefit of the oversized System Improvements.

14. Public Infrastructure District. The City and Developer specifically agree and acknowledge that Developer shall be entitled but not required to seek the creation of a PID permitted by Utah law, particularly Title 17D, Chapter 4, titled the Public Infrastructure District Act, (the "PID Act"), as determined by Developer, in order to implement and facilitate the financing, construction and operation of public infrastructure for the Planned Community. Subject to the provisions of the PID Act, and the City Council's legislative decision making authority, the City and Developer agree to continue cooperation in connection with the application, consideration of the formation, and operation of a PID in order to accommodate development circumstances, to fund, construct and/or provide public facilities and services set forth in this

Agreement or otherwise required in connection with the development of the Planned Community, including but not limited to streets, water, sewer and drainage, within or otherwise serving all or a portion of the Planned Community. The City agrees that it will exercise any rights reserved to the City under the PID Act in connection with the establishment or operation of a PID for the Planned Community in accordance with the requirements of the PID Act, or any portion thereof. The City agrees that any obligation set forth in this Agreement for the financing and construction of public improvements which are required to serve the Planned Community, which are anticipated to be dedicated to the City by the Developer, a PID, if approved and created, or other limited purpose governmental entity may be undertaken, performed and completed by a PID, subject to the requirements of the PID Act and the approval of the City consistent therewith. Any PID created for the Planned Community, or any portion thereof, shall not create any financial liabilities for the City. This provision shall not be interpreted as binding the City to any future legislative decision, particularly in regards to whether a PID is created.

15. Approval Process for Development and Applications.

- a. Phasing of Development and Applications. The City acknowledges that Developer and its assigns may submit multiple applications from time-to-time to develop a portion of the Development Property. Approval processes for each development application shall be as provided in the City's vested laws at the time that a complete application(s) and required fee(s) is submitted, except as otherwise provided or modified in this Agreement. The Parties shall cooperate reasonably and promptly in proceeding with each development application, subject to review and proper public notification of any matters which must be brought before the City's Planning Commission, City Council, whichever or whomever is the applicable and formally designated land use authority.
- b. If City denies any Development Application, it shall provide notice to the Developer and, upon Developer's request, provide any written decision, record, or recording related to the decision. Upon request of the Developer, the City and Developer shall meet within fifteen (15) business days (in-person, by phone, text, email, or virtually) or as soon thereafter as possible, to review the denial and attempt to resolve the issues specified in the denial. If a dispute remains, related to the denial, the Developer may appeal the decision in accordance with administrative appeal process as outlined in Kanab City's Land Use Ordinance. The time period for submitting an appeal will start at the time the land use decision was made, but may be tolled, if Developer requests a meeting with the City, through the date in which the meeting occurs. However, if no meeting occurs, there shall be no tolling of the time period for submitting an appeal.
- c. Non-City Agency Reviews. If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency, requires any form of certification, or necessitates an independent technical analysis (such as a threatened species evaluation) for approval of any application, then Developer shall timely notify the City of any such submittals and promptly provide the City with a copy of the requested submissions. The City may only grant final approval for any Development Application subject to compliance by Developer with any conditions required for such Non-City Agency's approval, certification, or independent technical analysis, and shall not be responsible for any delays caused by a Non-City Agency. Under such circumstances, Developer may apply/request a

reasonable extension of time from the City, which request shall not be unreasonable withheld if such extension is allowed for and meets the requirements of the City's applicable ordinance.

16. Coordination with City Public Works Director and City Engineer. Pursuant to Kanab City Ordinance, all System Improvements, including those being oversized, shall be coordinated with and approved by the City Public Works Director and City Engineer throughout the design and development phase. Developer shall pay for the cost of the City Engineer to design certain elements of the System Improvements being oversized (i.e., the water tank). Developer acknowledges that the City Engineer is not Developer's engineer. Accordingly, Developer will be required to employ and pay for its own engineer for matters not addressed by the City Engineer.

17. Assignment. This Agreement grants and vests in Developer all rights, consistent with the Hidden Canyon Development Property Plan, as shown in Exhibit C, to develop the Development Property according to the Plans as provided in this Agreement, including incorporating all exhibits attached hereto, without alterations. The Parties intend that the rights granted to Developer and the entitlements for the Development Property under this Agreement are agreed to with recognition of the application of the requirements of *Utah Code Ann. § 10-9a-509 (2023)*. It is expressly understood by the City that Developer may assign all or portion of its rights under this Agreement, provided such assignment conforms to the requirements of, and any and all assignees agree to be bound by the terms of this Agreement. However, Developer must provide written notice of any and all such assignments.

18. Applicability of Federal and State Law and Kanab City Ordinances.

- a. This Agreement shall be governed by the laws in the State of Utah and the Kanab City ordinances, except where modified herein.
- b. All provisions of State Law and the City ordinances shall be applicable to the development of the Property, except to the extent this Agreement is more restrictive.
- c. This Agreement does not exempt nor override any procedure, process, necessary approvals, design standards, provision of applicable State law, building code, fire code, or Kanab City ordinance (e.g., General, Land Use, and Subdivision) except where specifically outlined in this Agreement, and as permitted by law.
- d. Developer shall be entitled to application of the relevant local ordinances, laws, and fees in effect at the time a complete application is submitted (i.e., the point at which the principle of vested laws is applicable), except as outlined or restricted herein.
- e. Developer shall cause to be submitted the necessary application(s) with requisite supporting documentation and plans, preliminary and final if required, for administrative consideration and approval. For administrative applications, the City shall approve such application(s), site plan(s), plat(s), etc., if such items meet the standards and requirements outlined in applicable State Law and local ordinances, except where local ordinance is modified by this Agreement.

- f. The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The Parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If the City's approval of the development of the Property is held invalid by a court of competent jurisdiction, this Agreement shall be null and void.

19. Temporary Land Use Regulation/Moratorium. The Development Property and the rights and obligations of Developer under this Agreement shall not be subject to any temporary land use regulation or moratorium enacted by the City, except upon a finding by the legislative body of a compelling, countervailing public interest, or if the area is unregulated, pursuant to *Utah Code Ann.* § 10-9a-504 (2022).

20. City Legislative Authority/Police Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances, and regulations after the date of this Agreement. This Agreement is not intended to bind a future governing body of the City to a specific legislative decision.

Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developer's rights as set forth herein, unless facts and circumstances are present which meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in Western Land Equities, Inc., v. City of Logan, 617 P.2d 388 (Utah, 1988), or successor case law or statute. Any such proposed change affecting Developer's rights shall be of general application to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to development of the Property.

21. Default.

- a. Failure by a Party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "Cure Period") after written notice thereof from the other Party shall constitute a default ("Default") by such failing Party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing Party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may seek a remedy as outlined in the Remedies provision of this Agreement.
- b. The City shall have the additional following remedies in the case of default by the Developer:

- i. Enforcement of Security. The right to draw on any security posted or provided in connection with the Planned Community and System Improvements, relating to remedying the particular default.
 - ii. Claim Reimbursement – Public Infrastructure. The right to demand repair or replacement of failed Public Infrastructure/System Improvements or for reimbursement from the Developer for costs of remedying a particular failure or default relating to the Public Infrastructure/System Improvements, in excess of any security posted or provided during the warranty period, or prior thereto.
 - iii. Withholding Further Development Approvals. After meeting with Developer without resolution of any default, the right to withhold all further reviews, approvals, licenses, building permits, certificates of occupancy, and/or other permits for the Developer, Secondary Developer, or for the development of the Property owned by the defaulting party.
- c. During any period of default by Developer or Secondary Developer, Developer or Secondary Developer shall not receive reimbursement for oversized System Improvements until such default has been cured. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.
 - d. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a Default.
 - e. These Default provisions shall not be interpreted as applying to administrative decisions made by the City in relation to submitted Development applications; which remedy must be sought through the administrative appeal process.

22. Remedies. Notwithstanding the foregoing provisions related to default, the following remedies shall apply:

- a. The Parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

- b. Any assertions of breach or default asserted by Developer against the City shall be handled as a Land Use Appeal and addressed in accordance with the administrative appeal process outlined in Utah Code, Title 10, Part 7, and the Kanab City Land Use Ordinance, Chapter 3, and other applicable provisions of the Kanab City ordinances. All administrative process and remedies must be exhausted, prior to seeking judicial review of an appeal authority's final decision.
- c. No Monetary Damages. The Parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damage claims from Developer for any breach thereof except as set forth herein. As such, and except as otherwise noted within the Agreement, the Parties agree that specific performance, as may be determined through the Kanab City administrative appeals process (the final decision of which is subject to review by a court of competent jurisdiction) is the only intended remedy for any breach of this Agreement by the City. Accordingly, the Parties waive all other remedies in law or equity, including monetary damages (e.g., actual, future, and speculative damages, including economic, special, consequential, punitive, or other monetary damages), except where otherwise noted in this Agreement.
- d. Nothing in this Agreement shall be construed as eliminating nor intended to circumvent the requirement and applicability of the City's administrative appeal process, with the option for judicial review of any final decision resulting from an administrative appeal.

23. Governmental Immunity. The City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 et seq. (the "Immunity Act"). The City does not waive any defenses or limits of liability available under the Immunity Act and other applicable law. The City maintains all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law. Nothing in this Agreement should be interpreted as a waiver of the City's privileges, immunities, and other rights granted by the Immunity Act and all other applicable law. [Were it so, the City would not be sufficiently induced to enter into this Agreement.]

24. Hold Harmless.

- a. Developer agrees to and shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages, just compensation restitution, or judicial or equitable relief which may arise from or are related to any activity connected with the development of the Property, including approval of the development and this Agreement; the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf which relate to the development of the Property; or which arises out of claims for personal injury, including health, and claims for property damage.
- b. This hold harmless provision shall not be applicable to any claim arising by reason of the negligence or intentional tort actions of City.
- c. City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or

proceeding. If any such notice is given, Developer shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

25. Successors and Assigns.

- a. Agreement to Run with the Land. This Agreement shall be recorded in the Office of the Kane County Recorder, shall be deemed to run with the Development Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Development Property.
- b. Transfer. If the Property is transferred ("Transfer") to a third party ("Transferee"), Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer (i) Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and the persons and/or entities executing this Agreement as Developer shall be released from any further obligations under this Agreement as to the transferred Property.
- c. Individual Lot or Unit Sales. Notwithstanding the provisions of this section, a transfer by Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

26. Term and Early Termination.

- a. The "Effective Date" of this Agreement shall be the date upon which the Agreement is approved by the Kanab City Council.
- b. Pursuant to Kanab City General Order § 7-808, the City's obligation to make reimbursements under the reimbursement provisions related to development by adjacent property owners/developers that connect to the oversized Public Infrastructure of Hidden Canyon (i.e., the "pioneering" provision) shall terminate after ten (10) years. The termination of the pioneering provision shall not effect the term for the remaining applicable provisions of this Agreement.
- c. This Agreement shall expire twenty (20) years from the Effective Date of this Agreement ("Termination Date"), unless it is terminated earlier by (i) mutual consent, (ii) buildout, (iii) the Term is modified by written and recorded amendment to this Agreement, or (iv) upon termination as otherwise specified herein.
- d. If as of that Termination Date (i) Developer has not been declared to be in default as provided in this Agreement, or if any such declared default has been or is being cured as provided therein, and (ii) Developer has continued to make meaningful substantial progress

each year in developing the Property, then this Agreement shall be automatically extended until December 31, 2044.

- e. If Developer has failed to make meaningful substantial progress in developing the Property for any given 2-year period, the City shall give written notice to the Developer of its intent to terminate the Agreement for non-performance. If an additional year passes thereafter without Developer making any meaningful substantial progress in developing the Property (i.e., totaling a 3-year period of no meaningful substantial progress), then the City shall give written notice of the termination of this Agreement, upon which this Agreement will be considered null and void.
- f. “Meaningful substantial progress” as used herein shall include (i) submission and approval of one or more Development applications (e.g., building or grading permit, conditional use application/permit, or preliminary or final site plan or plat approval or amendment), (ii) completion and passage of three or more onsite inspections (e.g., relating to construction/installation of Public Infrastructure, inspection related to construction of commercial or residential units).
- g. The provisions related to the term of this Agreement shall not be interpreted as modifying the City’s ordinances in respect to other deadlines, timelines/time frames and expiration of any permit or approval issued by the City (e.g., a building permit shall terminate/expire as outlined in the City’s ordinance; Developer must commence construction under an approved site plan within 1-year, as determined by the City’s ordinance, unless an extension is granted).

27. Notices. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and shall be given using one of the following methods of delivery: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), facsimile, or email. Notices shall be effective upon receipt. Any party giving a notice shall address the notice to the receiving party at the following addresses:

City:

Kanab City
26 North 100 East
Kanab, UT 84741
ATTN: City Manager
(435) 644-2534

Developer:

JJJ Development, Inc.
575 West Upper Alton Road
Alton, UT 84710
ATTN: Jim Guthrie
(951) 334-9003
jim@guthriecompanies.com

28. No Third-Party Beneficiary. This Agreement is made for the sole protection and benefit of the City and the Developer and their assigns. No other person shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise. The relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer; (ii) developing the Property is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning

any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

29. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

30. Severability. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction such determination shall not affect any other part or provision of this Agreement except that part or provision so adjudged to be unconstitutional, invalid or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid, due to its scope or breadth such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

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

32. Reasonableness. Except as otherwise stated to the contrary in this Agreement, when the consent, approval, or agreement of the City and/or the Developer is required or contemplated under this Agreement, such consent, approval, or agreement shall not be unreasonably withheld, conditioned, or delayed; provided, this provision shall not bind the City with respect to its legislative actions.

33. Time of the Essence. Time shall be of the essence with respect to the duties imposed on the Parties under this Agreement. Unless a time limit is specified for the performance of such duties each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

34. Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

35. Non-Liability of City Officials, Employees, Members, or Managers. No officer, representative, agent, or employee of the City shall be personally liable to the Developer or any of its successors or assigns in the event of any default or breach by the City or for any amount which may become due to the Developer or its successors or assigns for any obligation arising out of the terms of this Agreement. Similarly, no officer, member, manager, or representative, agent, or employee of the Developer shall be personally liable to the City or any of its successors or assigns in the event of any default or breach by the Developer or for any amount which may become due to the City or its successors or assigns for any obligation arising out of the terms of this Agreement.

36. Costs. In the event of any litigation between the parties arising out of or related to this Agreement, or planned development and the application of the City's ordinances or state law, the prevailing party shall not be entitled to an award of reasonable court costs, including reasonable attorney fees. In the event of a

dispute over or relating to the terms of this Agreement are resolved short of a final contested decision by a court of competent jurisdiction, the Parties shall cover their or its own costs, including reasonable attorney fees, whether incurred in litigation or otherwise. The Parties agree that an advisory opinion rendered by a representative of the Utah Property Rights Ombudsman, while potentially helpful in reaching a resolution to a dispute between the Parties, shall not be considered grounds for awarding attorney fees.

37. Authority to Execute Agreement. Each party hereto expressly warrants that it has the necessary authority to execute this Agreement on behalf of its governing board or board of directors that each signatory hereto has authority to execute this Agreement on behalf of the respective named party. The Parties agree to undertake such other acts and execute such other documents as may be reasonably necessary to affect the purpose and intent of this Agreement.

38. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

39. Headings and Interpretation. Paragraph headings contained herein are only for the convenience of the Parties. The substance and provisions hereof control without regard to the headings. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City. The Parties acknowledge that this Agreement has been negotiated and prepared in an arms-length transaction and that all Parties have been deemed to have drafted this Agreement and this Agreement shall not be interpreted against any Party as the draftsman.

40. The Parties each warrant and acknowledge that (i) they have read and understood the terms of this Agreement; (ii) they have had the opportunity to retain legal counsel of their choice throughout the negotiations which preceded the signing of this Agreement; and (iii) they have entered into this Agreement for reasons of their own and not based upon representations of any other party hereto.

41. Recordation. Within ten (10) business days of the Effective Date of this Agreement, it shall be recorded in its entirety at Developer's expense in the Official Records of Kane County, Utah. Each commitment and restriction on development set forth herein shall be a burden on the Development Property, shall be appurtenant to and for the benefit of the City and Developer and shall run with the land. A recorded copy of the Agreement shall be provided by the Developer to the City, in physical or digital format.

42. Entire Agreement. This Agreement represents the entire agreement between the parties related to the subject matter herein. All other agreements are merged into this Agreement, which cannot be modified except by the written consent of all parties. Any modification to this Agreement shall require the same notice(s) and public hearing required for the modification of a land use regulation.

Formation of PID. Prior to any claim, right, duty or obligation hereunder by Developer to commence development of the Development Property, Developer may apply to form and fund a PID for purposes of funding all Public Improvements. If a PID is not approved and created within one (1) year of the Effective Date, then by the end of the one-year period Developer shall

affirmatively communicate in writing to the City its intent to continue to proceed with forming a PID or to proceed with the Hidden Canyon Development as otherwise outlined in this Agreement without a PID. If a PID is not approved or a PID has not formed within a reasonable time thereafter, then it will be presumed that Developer will proceed without a PID in accordance with the Terms of this Agreement.

IN WITNESS WHEREOF, the parties hereunder have executed this Agreement on the date first written above.

[Signatures on following page(s).]

KANAB CITY

Attest:

Colten Johnson, Mayor

City Recorder

Approved as to form:

City Attorney

STATE OF UTAH)
 ss:
COUNTY OF KANE)

On the _____ day of _____, 20 __, personally appeared before me Colten Johnson, Kanab City Mayor, whose identity is personally known to or proved to me based on satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he did duly acknowledge to me that he executed the foregoing document.

Notary Public

[Additional signatures on following page.]

JJJ DEVELOPMENT, INC.

Jim Guthrie, President

STATE OF UTAH)
 ss:
COUNTY OF KANE)

On the _____ day of _____, 20__ personally appeared before me Jim Guthrie, who being duly sworn and authorized did say that he is the President of JJJ Development, Inc. and Jim Guthrie indicated to me that said company executed the same.

Notary Public

PROPERTY OWNER

Jim Guthrie

STATE OF UTAH)
 ss:
COUNTY OF KANE)

On the _____ day of _____, 20__ personally appeared before me Jim Guthrie, who being sufficiently identified and duly sworn did executed the same.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION FOR
HIDDEN CANYON SUBDIVISION

PARCEL K-15-1-ANNEX:

PARCEL 1: THAT PORTION OF THE E ½ OF THE W ½ OF THE NE ¼ OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN LYING NORTHERLY OF US HIGHWAY 89 (CONTAINING 36.0 ACRES, MORE OR LESS).

PARCEL 2: THAT PORTION OF THE E 400 FEET OF THE W ½ OF THE W ½ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN LYING NORTHERLY OF US HIGHWAY 89 (CONTAINING 21.0 ACRES, MORE OR LESS).

PARCEL K-14-15-ANNEX:

ALL OF SECTIONAL LOTS 7 & 8; AND THE S ½ OF THE SE ¼ OF THE NORTHEAST ¼; AND THE E ½ OF THE SE ¼ OF SECTION 26, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN (CONTAINING 180.37 ACRES, MORE OR LESS).

ALSO: BEGINNING AT THE SW CORNER OF SECTIONAL LOT 6, SECTION 26, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE E 1320.0 FEET MORE OR LESS ALONG THE LOT LINE TO THE SE CORNER OF SAID LOT 6; THENCE N 1320.0 FEET MORE OR LESS ALONG THE LOT LINE TO THE NE CORNER OF SAID LOT 6; THENCE SOUTHWESTERLY 1866.76 FEET MORE OF LESS TO THE POINT OF BEGINNING (CONTAINING 20 ACRES, MORE OR LESS).

EXHIBIT B

Oversizing of System Improvements Required

Kanab City is working with the Developer to establish infrastructure to support the new Planned Development (“Hidden Canyon”) on the north-east side of Kanab. To meet the culinary water demands, a new water storage tank must be built near the Planned Development. In accordance with Kanab City’s Water Impact Fee Facilities Plan and Analysis (2018), the water storage tank will have a capacity of 1 million gallons and will be constructed from reinforced concrete. The Developer will provide all Civil Engineering at the tank site including site grading, piping, and drainage. The Developer will pay for and utilize the services of the City Engineer (currently Civil Science), or another engineering firm approved by the City Engineer, to provide a design for the concrete water tank. A conceptual Engineer’s Opinion of Cost indicates that the overall construction costs (not the difference for oversizing the infrastructure) associated with the tank will be approximately \$1,340,000.00 (estimate as of April 11, 2022).

Based on the anticipated development of the Development Property, as outlined above, Developer will pay for the City Engineer or an approved engineering firm to provide the services detailed by the City Engineer in its Work Task Order 2022-3, dated April 11, 2022, incorporated herein by reference. The cost for such services may be modified, as necessary or agreed upon by the Developer and the City Engineer.

Oversized/Upsized Infrastructure Required and Eligible for Reimbursement:

The following infrastructure is required to be oversized as a condition of development and in accordance with Kanab City’s Water Impact Fee Facilities Plan & Analysis (2018), making the oversized aspect of the infrastructure eligible for reimbursement:

1. The size of the water storage tank necessary to support the Hidden Canyon Planned Development must provide for the storage of approximately 810,150 gallons. This water storage tank must be increased and oversized to a 1-million-gallon water storage tank for the purpose of serving future adjacent development. The difference in actual, reasonable cost between installing a water storage tank for 810,150 gallons and a 1-million gallons shall be reimbursable by the City by the methods outlined below.
- 1.2. The existing pump station vault must be increased to accommodate the required booster pump(s) and equipment service clearances. The vault dimensions and any equipment service clearances shall be approved by the Kanab City Public Works Director in coordination with the City Engineer.
- 2.3. The main distribution water line, extending out from the 1-million-gallon water storage tank to the Hidden Canyon Planned Development and extended beyond that, shall be eligible for reimbursement for actual, reasonable costs for ~~two~~ three different aspects considered oversizing:
 - a. The portion of the 12-inch main tank fill water line beginning from the proposed booster pump station and proceeding to 1-million-gallon water storage tank requires an 8-inch water line, using C-900 pipe, to meet the needs of the Planned Development itself and to allow for maintenance and servicing by the City, once dedicated and accepted. This main distribution water line shall be increased and oversized from 8-inch to a 12-inch, using C-900 pipe, in order for emergency pumping scenarios to be able to pump the required fire flow. The difference between the actual, reasonable costs of the construction and installation of an 8-inch water line and the oversized 12-inch water line shall be eligible for reimbursement the City by the methods outlined below.
 - a.b. The portion of the 12-inch main distribution water line beginning from the 1-million-gallon water storage tank and proceeding to the necessary parts of the Hidden Canyon Planned

Development requires an 8-inch water line, using C-900 pipe, to meet the needs of the Planned Development itself and to allow for maintenance and servicing by the City, once dedicated and accepted. This main distribution water line shall be increased and oversized from 8-inch to a 12-inch, using C-900 pipe, in order for the 1-million-gallon water storage tank to support future adjacent development beyond the Hidden Canyon Planned Development. The difference between the actual, reasonable costs of the construction and installation of an 8-inch water line and the oversized 12-inch water line shall be eligible for reimbursement the City by the methods outlined below.

b.c. This 12-inch main distribution water line shall be extended beyond the distance and locations necessary for the Hidden Canyon Planned Development, to a connection point designated and approved by the City, located at or near US-89 and the ~~existing Quality~~ ~~Im~~proposed Hidden Canyon entrance, for the purpose of allowing the 1-million-gallon water storage tank to serve additional adjacent future growth. The actual, reasonable costs for constructing and installing this portion of the 12-inch main distribution line, extending beyond what is necessary for the Hidden Canyon Planned Development itself, constituting an oversized portion of the water line in its entirety, shall be eligible for reimbursement from the City by the methods outlined below.

3.4. The Developer, or a subsequently formed PID, if applicable, shall submit its total costs for constructing and installing the infrastructure outlined herein, and its calculation for the portion of those costs it has determined are attributable to the oversizing of the infrastructure. The City will then review the submittals and make a determination of the amount of reimbursable actual, reasonable costs, as permitted by ordinance.

4.5. If a disagreement arises relating to a formal decision made by City staff relating to the oversizing requirements and specifications, including the determination of the actual, reasonable cost thereof, then the decision of City staff may be appealed, pursuant to the land use appeal requirements, process, and procedure outlined in the Kanab City Land Use Ordinance. Only a formal decision of City staff may be appealed, unless City staff fails to issue a formal decision when reasonable or required to do so. In the circumstances in which the appeal authority finds that City staff has failed to issue a reasonable or required decision, the appeal authority, if deemed appropriate, shall require the City staff to issue a decision as a precursor to going forward with the appeal. The final written decision of the appeal authority is subject to judicial review.

5.6. No additional oversized infrastructure is required by the City. In reviewing all other designs and planned infrastructure anticipated, approval of such designs shall be based on City standards based on what is required and necessary for the Hidden Canyon Planned Development. Any subsequent and additional oversizing requirements, if subsequently required and agreed upon by the Parties, shall require a new separate reimbursement agreement, or an agreed upon amendment to this Agreement.

Form of Reimbursement:

The form and timing of reimbursement shall depend upon whether the Developer or the PID pays the actual, reasonable costs for oversizing the infrastructure. The following criteria shall apply to the reimbursement of actual, reasonable costs of the oversized infrastructure:

1. If Developer pays for the actual, reasonable cost of oversizing all or part of the infrastructure outlined herein, then reimbursement will come in the form of impact fee credits, which credits may be applied at the time that the water impact fee becomes due (i.e., upon submission of a complete building permit application).

Commented [KS2]: Seems like you are requiring them to bring the 12" back into town. That is not something I have required in previous reviews. I do like the idea of getting it to the south side of US-89, opposite of their entrance. But this does follow the 2018 Water IFFPA. However, there are assumptions with that system that are not stated.

2. If a subsequently formed PID pays the actual, reasonable cost for oversizing all or a part of the infrastructure outlined herein, then the PID will be reimbursed as follows:
 - a. When the Developer, or a third-party, submit a complete building permit application(s) to build a structure(s) within the Hidden Canyon Planned Development, the applicant will be required to pay the applicable water impact fee;
 - b. Within a reasonable time thereafter, the City will distribute the water impact fee collected to the PID, in accordance with this Agreement and state and local law.
3. The right to reimbursement for the actual, reasonable oversizing costs will also be permitted by the Developer, or a subsequently formed PID, if applicable, through recoupment of the pro-rata share of the actual, reasonable oversizing costs attributable to a third-party property owner(s) or developer(s), whose property and proposed development is adjacent to the Hidden Canyon Planned Development, when that adjacent third-party's development intends to connect the adjacent land or development to the 12-inch main distribution line extending from the 1-million gallon water storage tank. The City shall calculate and collect the pro-rata share from the third-party at the time an application is made which involves the applicable connection, or subsequently, if the connection to the 12-inch main distribution line is not determined as necessary until later. Developer or PID, if applicable, shall only be entitled to this form of reimbursement upon the City receiving the pro-rata portion from the third-party property owner or developer (i.e., the City is under no obligation to pay Developer or PID unless and until the designated payment is received; and the City is not liable for non-payment of a third-party developer). This form of reimbursement shall be limited to ten (10) years, as outlined in the Agreement.
4. Impact fee credits and the right to reimbursement may only be applied within the Hidden Canyon Planned Development. Any transfer of impact fee credits and the right to reimbursement must be in writing and shall incorporate the relevant terms of this Agreement to be valid. A fully executed copy of the written transfer agreement shall be provided to the City.
5. The Developer, or a subsequently formed PID, if applicable, will only be eligible for reimbursement of the total actual, reasonable costs paid for the oversized portion of the infrastructure, and may not recover more than that what the entity paid through one or a combination of both methods for reimbursement outlined.
6. The City shall maintain records accounting for the balance remaining for impact fee credits/the remaining reimbursable amount.
7. If a disagreement arises relating to the form, timing, or method of reimbursement, based on a formal decision of City staff, then the decision of City staff may be appealed, pursuant to the land use appeal requirements, process, and procedure outlined in the Kanab City Land Use Ordinance. Only a formal decision of City staff may be appealed, unless City staff fails to issue a formal decision when reasonable or required to do so. In the circumstances in which the appeal authority finds that City staff has failed to issue a reasonable or required decision, the appeal authority, if deemed appropriate, shall require the City staff to issue a decision as a precursor to going forward with the appeal. The final written decision of the appeal authority is subject to judicial review.

Until fully designed and engineered, the full details and costs of the oversized Public Infrastructure and System Improvements are not entirely known. The Parties shall work together in good faith in determining and agreeing upon the specifications and further details of the water storage tank and related water infrastructure.

EXHIBIT "C"

Hidden Canyon Development Property Plan

Mayor
T. Colten Johnson
City Manager
Kyler Ludwig
Treasurer
Danielle Ramsay



City Council
Arlon Chamberlain
Chris Heaton
Scott Colson
Boyd Corry
Peter Banks

Kanab Planning Commission Staff Report
File #2023026

Date:	March 15, 2024
Meeting Date:	March 19, 2024
Agenda Item:	Discuss and recommend an amendment to a Preliminary Site Plan for a Planned Development Overlay [Hidden Canyon Subdivision] located on Parcel K-15-1-ANNEX & K-14-15-ANNEX in the approximate area of 1700 E Highway 89.
Applicant:	Jim Guthrie
Applicant Agent:	Brown Consulting Engineers
Underlying Zoning Designation:	PD
Parcel #:	K-15-1-ANNEX & K-14-15-ANNEX
Applicable Ordinances:	Land Use Ordinance, Chapter 23

Attachments:

- Exhibit A: Vicinity Map**
- Exhibit B: Proposed Site Plan**

Summary:

Hidden Canyon Subdivision, a Planned Development Overlay was originally reviewed and approved by the Planning Commission and City Council in September of 2021. The development agreement was approved on 9/28/2021 by the City Council.

The original development agreement did not include the specifics regarding the water tank needed for the development. The water tank agreement was being reviewed through a different agreement that has yet been agreed upon or approved by the City Council.

In August of 2022, an extension request for the preliminary site plan was approved by the Planning Commission. The extension is allowed one time for a period of 12 months through the Land Use Ordinance, Chapter 23.

On March 27, 2023, a request was received to amend the Preliminary Site Plan. Land Use Ordinances Chapter 23 – Planned Development Overlay requires that any amendments for approved plans and specifications shall be obtained by following the same procedures described in section 20-8. Section 20-8 requires a development agreement as required in 20-4. It was discovered at this time that the development agreement was not signed and recorded and that the water tank agreement still required approval. Staff requested that the water tank agreement be combined into the development agreement and go through the necessary approval and recording process. Of note, Land Use Ordinance Chapter 23, was updated in September of 2023 and some of the section references may have changed from the previous approved version.

– A Western Classic –

Mayor
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City Manager
Kyler Ludwig
Treasurer
Danielle Ramsay



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Peter Banks

The amended preliminary site plan is adding an 80-unit hotel and an additional 125 multi-family units. Bringing the total units to 705 units. The City Engineers reviewed the amended site plan and provided a sign-off in September of 2023. However, during the development agreement review a few items were brought to the attention of the city engineers and there are a few outstanding items that need to be addressed. Staff have also expressed concerns over a few items not addressed in the amended preliminary site plan or development agreement. These are listed in the analysis of the staff report.

Adjacent Land Uses:

North	South	East	West
Master Planned Development (Old Golf Course) & BLM Medium Density Residential /High Density Residential	M-1 & RA General Commercial Designation	C-3 & BLM Medium Density Residential /High Density Residential	Master Planned Development (Old Golf Course) Medium Density Residential /High Density Residential

Findings of Fact:

The Hidden Canyon Subdivision:

- Commercial and residential retirement community for individuals over 55 years of age. Consisting of a total of 705 units: 356 single family units, 269 multi-family units, 80-unit hotel and 7.07-acres of commercial storage units.
- Gated community that will have private roads. The entrance road, that will also serve as a frontage road will be a public road dedicated and maintained by Kanab City after acceptance and approval of the installation.
- Does not conflict with any applicable policy of the City of Kanab General Plan,
- Meets the spirit and intent as set forth in section 23-1,
- Allows integrated planning and design of the property,
- Staff is unable to determine if the site plan meets the density, use limitation and other requirements of the underlying zone for the Planned Development Overlay. After going through the past application, minutes, and decisions of when the planned development overlay was approved, staff is not able to determine which underlying zone was assigned to the property(s). However, the current ratio of units to property meets the RA-2 zone (2.82 units/acre).
- One (1) million-gallon water tank will be constructed. 810,150 gallons is required for the development, the upgrade to 1 million gallons qualifies the developer for reimbursement through impact fee credits.

– A Western Classic –



- A 12-inch transmission/distribution water line is required to be installed by the city, this is considered an upgrade from an 8-inch waterline and qualifies the developer for reimbursement through impact fee credits. 8-inch waterline will be installed throughout the development.
- Sewer will predominately be gravity with a few lift stations for some of the washes and low spots in and out of the development.
- Open Space requirements are greater than required at 47%
- Drainage/Strom Water has been satisfied per City Engineer review
- Booster pumps or lift stations installed within the development will be maintained by the developer. Booster pumps or lift stations required outside the development will be maintained by Kanab City after acceptance and approval of the equipment.
- Exceptions to Kanab City ordinances included in the development agreement are:
 - Minimum lot size of 5,000 square feet
 - Minimum lot street frontage of 52 feet wide
 - Minimum front lot setbacks of 20 feet, side setbacks of 5 feet and rear setbacks of 10 feet
 - Private roads to have a 40-foot right of way with 26 feet of pavement

Analysis

Staff has reviewed the amended preliminary site plan and has some additional notes:

- a. The Fire Chief has expressed concerns regarding the width of the private and public roads as well as concerns with the number of egress and ingress for the development. The current plans and development agreement show a 40-foot right-of-way for the private roads with 26-foot pavement. This width may be difficult to allow for movement in and out of the development during an emergency or fire. There is only one entrance and exit to the development from Highway 89 causing a bottle neck in an emergency and fire situation.
- b. The Public Works Director has expressed concerns with future connections to the boosted 12-inch transmission/distribution pipeline. The high-pressured water line may cause damage to any future connections that do not have properly regulated equipment. He is requesting that the existing 8-inch water line remain and that the 12-inch boosted transmission/distribution pipeline be installed adjacent to the existing 8-inch waterline.
- c. The Public Works Director has expressed concerns regarding the pump station located in front of “Quality Inn”. The existing booster pump is not sufficient for the development and needs to be replaced with two booster pumps. Both pumps will be used in emergency situations. With the additional equipment needed the existing pump station is not an adequate size to house all the equipment and maintain the necessary clearances for maintenance and service of the equipment.

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- d. There is a 60-foot right of way dedicated as a public road at the entrance of the development. This was approved on the original preliminary site plan. Staff have some concerns about the width of the public road with the additional units added to the amended preliminary site plan. The right-of-way does not meet the Kanab City Design Standards with the number of units proposed on the amended preliminary site plan. With the 705 proposed units, Kanab City Design Standards would require an arterial road with a 99-foot right of way. Staff reviewed previous submissions and documents during the original review and could not find a traffic study/analysis that would support a 60-foot right of way for 705 units.

Conditions of Approval:

1. Approval of amended preliminary site plan is contingent upon the approval of the development agreement that has been signed and recorded.
2. Approval of amended preliminary site plan is conditioned on the satisfaction/agreement of the items listed in the analysis either through the development agreement or through resubmission on a corrected preliminary site plan.

Recommended Motion:

I move to approve the amended preliminary site plan for Hidden Canyon Subdivision based on the findings and conditions of approval as outlined in the staff report for file #2023026.

Alternate motion:

I move approve the amended preliminary site plan for Hidden Canyon Subdivision based on the findings and conditions of approval as outlined in the staff report for file #2023026, with the additional findings and conditions:

I move to deny the amended preliminary site plan for Hidden Canyon Subdivision based on the findings that the applicant has not met the standards outlined in the Kanab City ordinances):

I move to continue the discussion of the amended preliminary site plan for Hidden Canyon Subdivision to the following date

– A Western Classic –

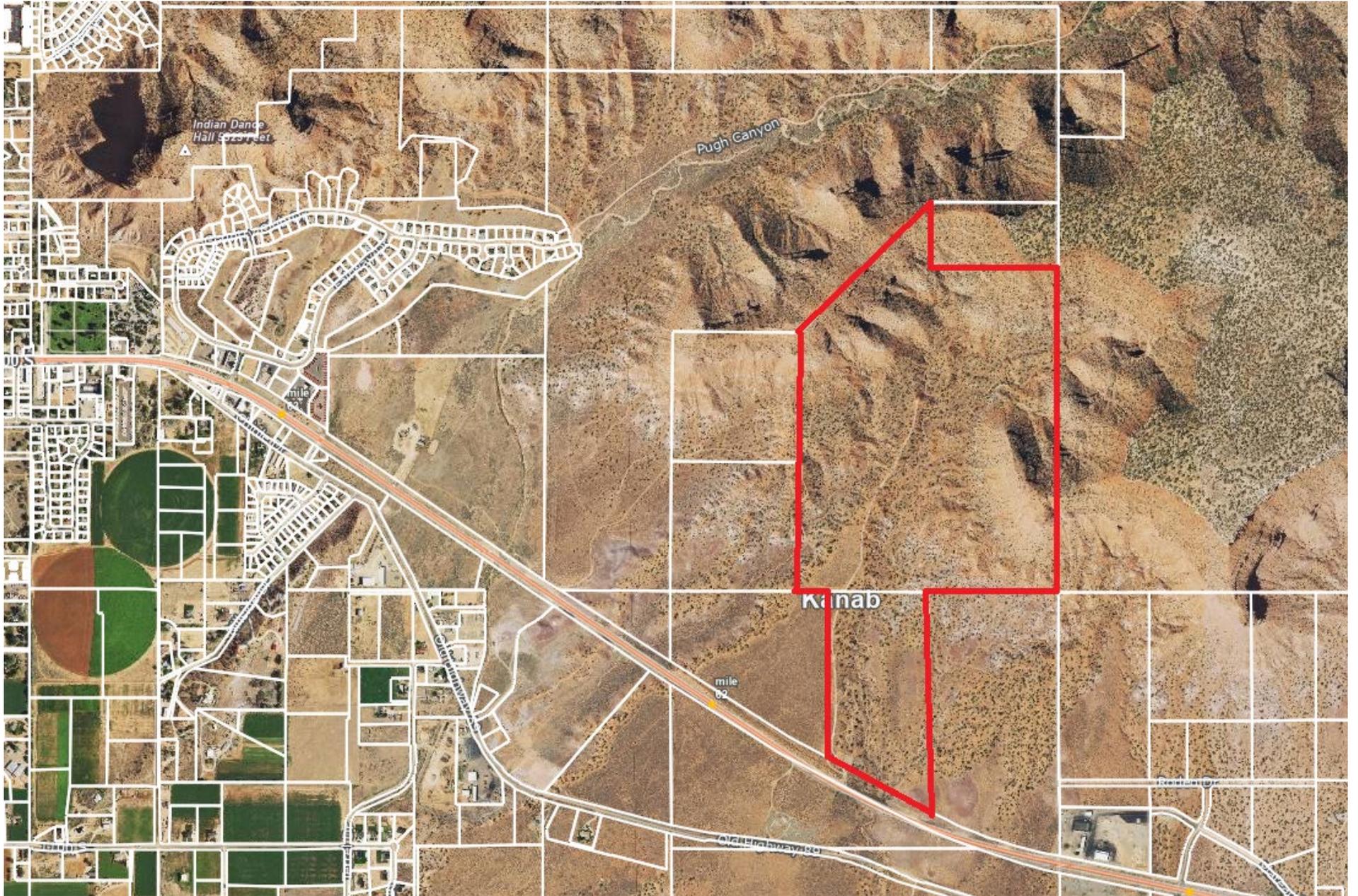
Mayor
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Exhibit A: Vicinity Map

— A Western Classic —



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Kyler Ludwig
Treasurer
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Peter Banks

Exhibit B: Proposed Site Plan

— A Western Classic —

APARTMENT BUILDING SUMMARY

APARTMENT BLDGS 3-5 & 8-11 EACH CONTAIN:

- (12) 1-BEDROOMS x 8 BLDGS = 96 UNITS
- (12) 2-BEDROOMS x 8 BLDGS = 96 UNITS
- (6) 3-BEDROOMS x 8 BLDGS = 48 UNITS

TOTAL UNITS PROVIDED = 240 UNITS

APARTMENT BLDG #6 CONTAINS:

- (12) 1-BEDROOMS x 1 BLDG = 12 UNITS
- (12) 2-BEDROOMS x 1 BLDG = 12 UNITS
- (5) 3-BEDROOMS x 1 BLDG = 5 UNITS

TOTAL UNITS PROVIDED = 29 UNITS

APARTMENT UNIT MIX

- 1-BEDROOMS = 108 UNITS
 - 2-BEDROOMS = 108 UNITS
 - 3-BEDROOMS = 53 UNITS
- TOTAL UNITS PROVIDED = 269 UNITS

PARKING REQUIRED

RESIDENTIAL

- 1 SPACE PER 1-BEDROOM UNIT 108 UNITS X 1 SPACE = 108 SPACES REQUIRED
- 2 SPACE PER 2-BEDROOM UNIT 108 UNITS X 2 SPACES = 216 SPACES REQUIRED
- 2 SPACE PER 3-BEDROOM UNIT 53 UNITS X 2 SPACES = 106 SPACES REQUIRED

GUEST

- 1 SPACE / (5) 1-BEDROOM UNIT = 22 SPACES
- 1 SPACE / (10) 2-BEDROOM UNIT = 22 SPACES
- 1 SPACE / (10) 3-BEDROOM UNIT = 11 SPACES

LEASE OFFICE SPACE (2900 S.F.)

1 SPACE PER 250 SF = 12 SPACES

EXTENDED STAY UNITS

1 SPACE PER UNIT = 80 SPACES

TOTAL PARKING REQUIRED = 577 SPACES

PARKING PROVIDED

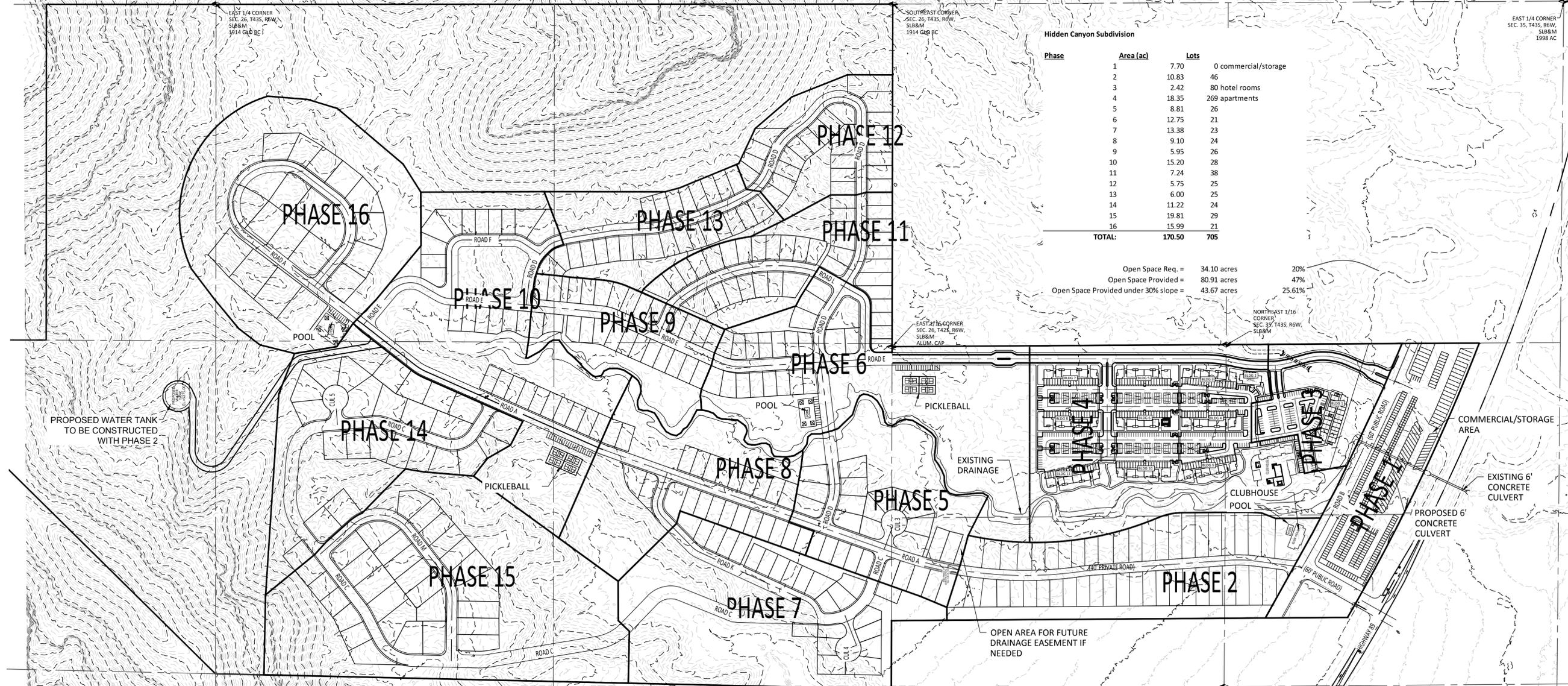
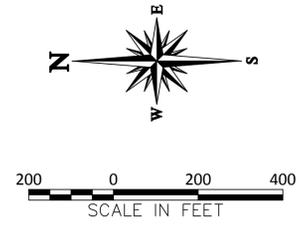
- FUTURE RESIDENT SPACES = 15 SPACES
- FUTURE RESIDENT ACCESSIBLE SPACES = 1 SPACE
- EXTENDED STAY STANDARD SPACES = 100 SPACES
- EXTENDED STAY ACCESSIBLE SPACES = 5 SPACES
- GARAGES = 162 SPACES
- COVERED RESIDENT STANDARD SPACES = 224 SPACES
- UNCOVERED RESIDENT SPACES = 118 SPACES
- TOTAL PARKING PROVIDED = 625 SPACES

PROJECT DATA

TOTAL PROJECT	356 SINGLE FAMILY LOTS 269 MULTI FAMILY UNITS 80 HOTEL ROOMS 705 TOTAL UNITS
TOTAL PROPERTY SIZE	250.23 ACRES
DEVELOPED AREA	170.49 ACRES
DENSITY	705 UNITS ON 250.23 ACRES = 2.82 UNITS PER ACRE
RESIDENTIAL AREA	162.79 ACRES
COMMERCIAL AREA	7.70 ACRES
ZONE	PUD

LEGEND

- SUBJECT PARCEL BOUNDARY
- ADJACENT PROPERTY LINE
- SECTION LINE
- CENTERLINE
- PHASE LINE
- SECTION CORNER
- EXISTING 8" WATER LINE
- PROPOSED 8" WATER LINE
- PROPOSED 8" SEWER LINE
- PROPOSED SEWER MANHOLE



Hidden Canyon Subdivision

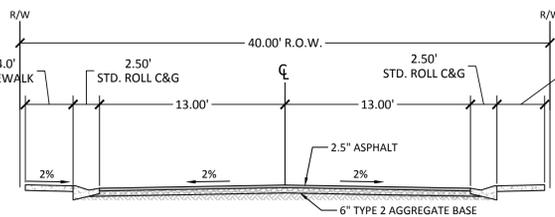
Phase	Area (ac)	Lots
1	7.70	0 commercial/storage
2	10.83	46
3	2.42	80 hotel rooms
4	18.35	269 apartments
5	8.81	26
6	12.75	21
7	13.38	23
8	9.10	24
9	5.95	26
10	15.20	28
11	7.24	38
12	5.75	25
13	6.00	25
14	11.22	24
15	19.81	29
16	15.99	21
TOTAL:	170.50	705

Open Space Req. = 34.10 acres
 Open Space Provided = 80.91 acres
 Open Space Provided under 30% slope = 43.67 acres

20%
47%
25.61%

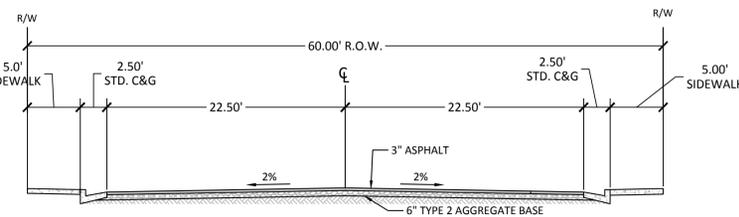
LEGAL DESCRIPTIONS

SEE PAGE 2



40' PRIVATE ROAD

NOT TO SCALE



60.00' PUBLIC ROAD

NOT TO SCALE

OVERALL CONCEPT PLAN

CONTACT INFORMATION

OWNER: JIM GUTHRIE
 DEVELOPER: JJJ DEVELOPMENT
 PO BOX 52049
 RIVERSIDE, CA 92517
 951-334-9003

ENGINEER INFORMATION

BROWN CONSULTING ENGINEERS
 163 WEST 1600 SOUTH #5
 ST. GEORGE, UT 84770
 PHONE (435)628-4700

**AMENDED SITE PLAN
 HIDDEN CANYON
 SUBDIVISION PHASE 1-16**

LOCATED IN THE SECTIONS 26 AND 35, T 43 S, R 6 W, SLB&M
 KANAB, UTAH

NO.	REVISIONS	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 163 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

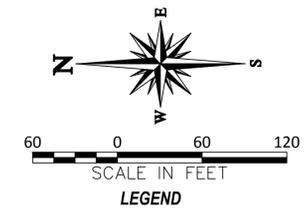
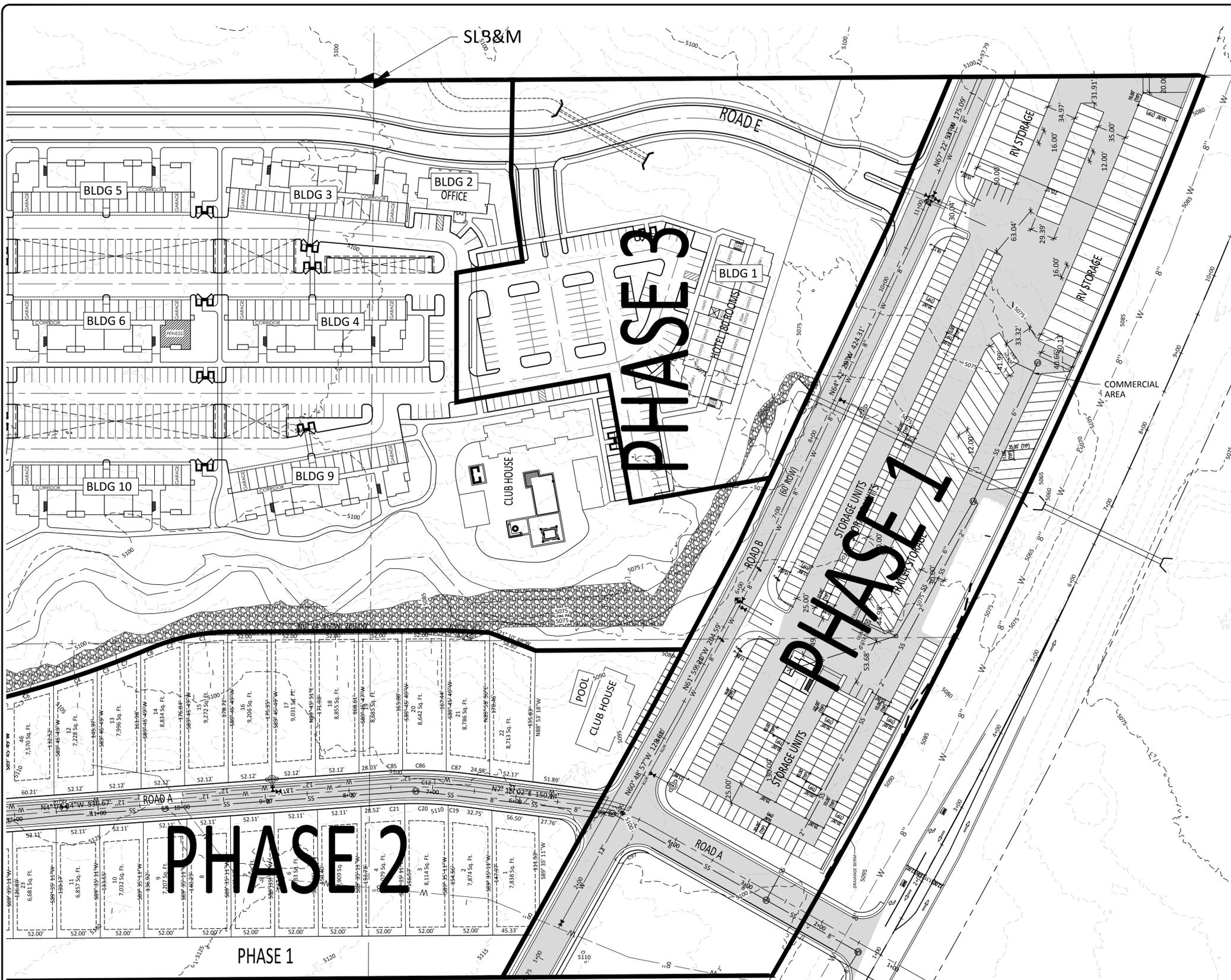
AMENDED SITE PLAN
 FOR
HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M, KANAB, UTAH



CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/31/23
 JOB NO.: 21-43

SCALE:
1"=200'

SHEET NO.:
1 OF 17



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

LEGAL DESCRIPTIONS

PHASE 1
 BEGINNING AT A POINT S89°53'13"E, 267.21 FEET ALONG THE SECTION LINE AND S0°24'25"E, 1464.06 FEET FROM THE NORTH ¼ CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN; BASIS OF BEARING BEING S89°53'13"E BETWEEN THE NORTH ¼ CORNER AND NORTH EAST CORNER OF SAID SECTION 35; RUNNING THENCE S60°48'57"E, 370.53 FEET TO A POINT ON A 170.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 3.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°10'25"; THENCE S61°59'21"E, 204.32 FEET TO A POINT ON A 170.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 8.07 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°43'07"; THENCE S64°42'29"E, 416.48 FEET; TO A POINT ON A 170.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 7.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°28'37"; THENCE S67°11'06"E, 186.49 FEET; THENCE S0°21'27"E, 302.56 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF HIGHWAY 89; SAID POINT ALSO BEING ON A 7537.79 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS N21°14'28"E); THENCE ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE 1188.05 FEET, THROUGH A CENTRAL ANGLE OF 9°01'50"; THENCE LEAVING SAID RIGHT OF WAY LINE N0°24'25"W 322.00 FEET TO THE POINT OF BEGINNING.
 CONTAINS: 7.70 ACRES

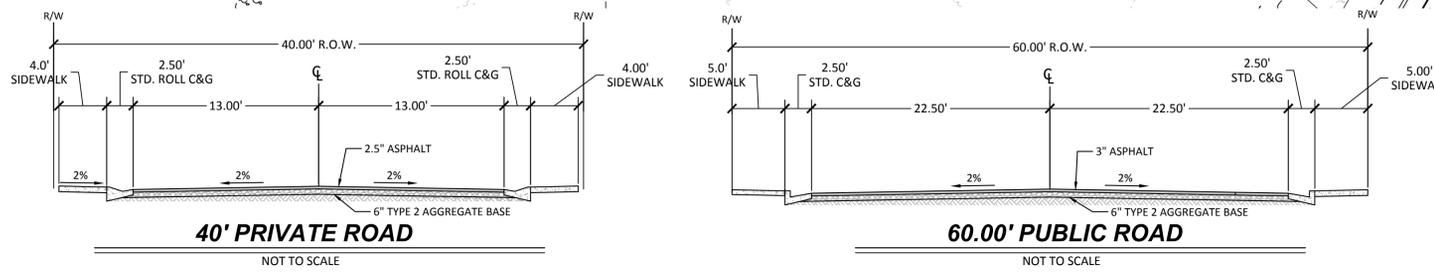
PHASE 2
 BEGINNING AT A POINT S89°53'13"E, 267.21 FEET ALONG THE SECTION LINE AND S0°24'25"E, 216.93 FEET FROM THE NORTH ¼ CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN; BASIS OF BEARING BEING S89°53'13"E BETWEEN THE NORTH ¼ CORNER AND NORTH EAST CORNER OF SAID SECTION 35; RUNNING THENCE N89°35'35"E, 50.26 FEET; THENCE S72°18'40"E, 133.04 FEET; THENCE S72°18'40"E, 40.40 FEET; THENCE S74°54'00"E, 119.23 FEET TO A POINT A 1250.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 758.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°47'06"; TO A POINT ON A 250.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE 97.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°17'29"; THENCE S0°24'56"E, 257.40 FEET THENCE S3°06'56"W 52.48 FEET; THENCE S21°10'40"W, 58.80 FEET; THENCE S0°24'25"E, 176.07 FEET; THENCE N61°59'21"W, 71.15 FEET TO A POINT ON A 170.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 3.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°10'25"; THENCE N60°48'57"W, 370.53 FEET; THENCE N0°24'25"W, 1247.13 FEET TO THE POINT OF BEGINNING.
 CONTAINS: 10.81 ACRES

PHASE 3
 BEGINNING AT A POINT S89°53'13"E, 963.46 FEET ALONG THE SECTION LINE AND S0°06'47"W, 1408.15 FEET FROM THE NORTH ¼ CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN; BASIS OF BEARING BEING S89°53'13"E BETWEEN THE NORTH ¼ CORNER AND NORTH EAST CORNER OF SAID SECTION 35; RUNNING THENCE N90°00'00"E, 153.67 FEET; THENCE S09°45'44"E, 79.65 FEET; THENCE N82°30'34"E, 103.56 FEET; THENCE S89°01'17"E, 113.14 FEET; THENCE S00°21'27"E, 522.73 FEET; THENCE N67°11'06"W, 186.49 FEET; THENCE N64°44'06"W, 336.36 FEET; THENCE N10°00'00"W, 168.64 FEET; THENCE N80°00'00"E, 156.39 FEET; THENCE N10°00'00"W, 183.87 FEET TO THE POINT OF BEGINNING.
 CONTAINS: 4.51 ACRES

PHASE 4
 BEGINNING AT A POINT S89°53'13"E, 572.93 FEET ALONG THE SECTION LINE AND S0°06'47"W, 540.34 FEET FROM THE NORTH ¼ CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN; BASIS OF BEARING BEING S89°53'13"E BETWEEN THE NORTH ¼ CORNER AND NORTH EAST CORNER OF SAID SECTION 35; RUNNING THENCE N90°00'00"E, 765.96 FEET; THENCE S0°21'27"E, 935.53 FEET; THENCE N89°01'17"W, 113.14 FEET; THENCE S82°30'34"W, 103.56 FEET; THENCE N09°45'44"E 79.65 FEET; THENCE N90°00'00"W, 153.67 FEET; THENCE S10°00'00"E, 183.87 FEET; THENCE S80°00'00"W, 153.39 FEET; THENCE S10°00'00"E, 168.64 FEET; THENCE N64°42'29"W, 87.47 FEET TO A POINT ON A 170.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 8.07 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°43'07"; THENCE N61°59'21"W, 133.17 FEET; THENCE N0°24'25"W, 176.07 FEET; THENCE N21°10'40", 58.80 FEET; THENCE N3°06'56"E, 52.48 FEET; THENCE N0°24'56"W, 11.96 FEET; THENCE N0°24'56"W, 245.43 FEET TO A POINT ON A 250.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 97.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°17'29" TO A POINT ON A 1250.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE 516.33 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°40'01" TO THE POINT OF BEGINNING.
 CONTAINS: 16.26 ACRES

GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89. AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
- DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6" CULVERT WILL BE EXTENDED TO THE SITE AND THROUGH ON SITE DETENTION BASINS. THE DEVELOPED FLOWS WILL NOT EXCEED EXISTING FLOWS.



NO.	REVISIONS	DESCRIPTION	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 163 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

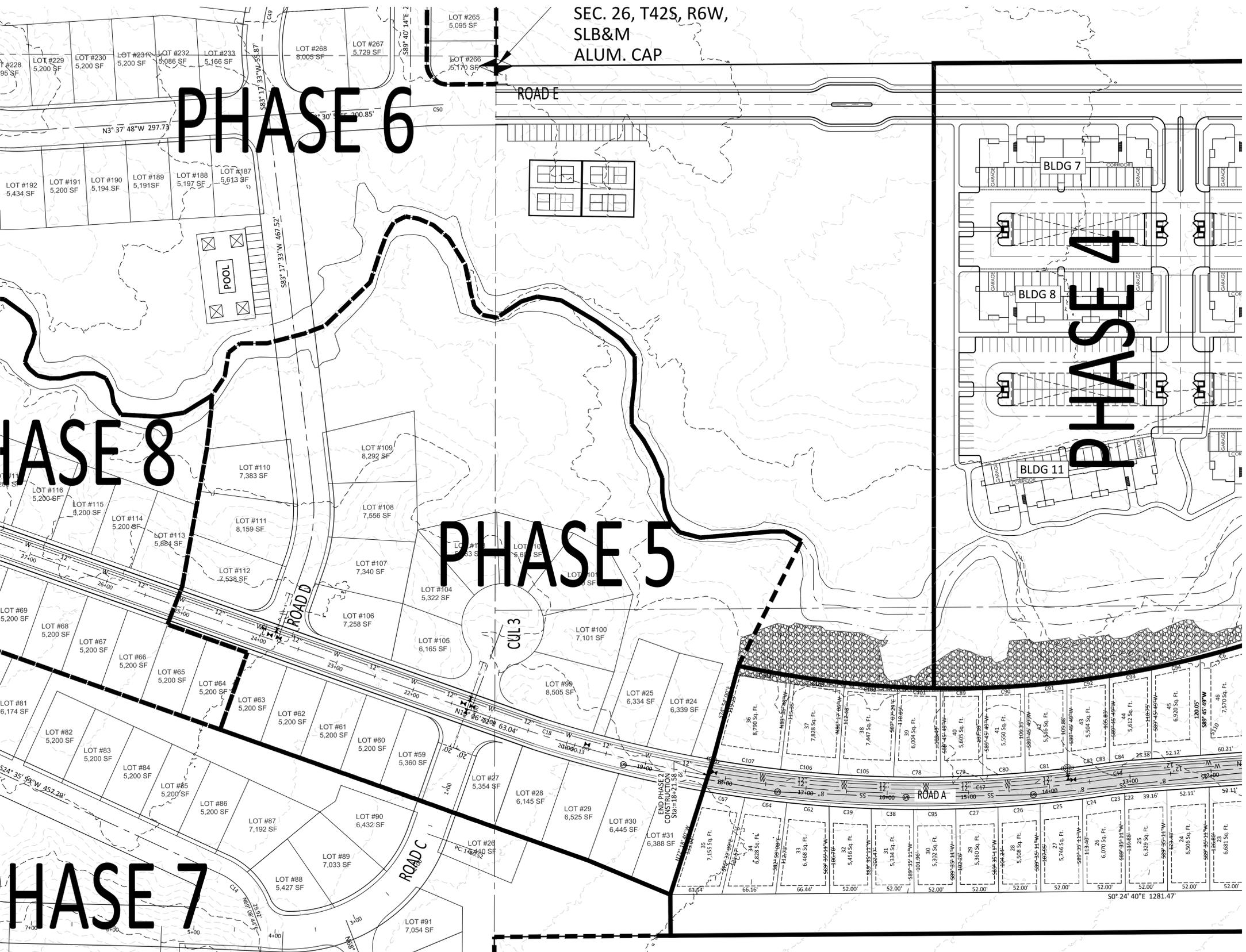
SITE PLAN PHASE 1 FOR HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH

PROFESSIONAL ENGINEER
 STEVEN M. KAMLOWSKY
 No. 8362092
 8/31/23
 STATE OF UTAH

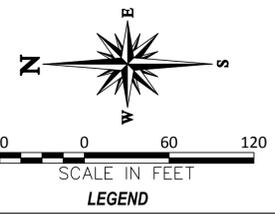
CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/31/23
 JOB NO.: 21-43

SCALE: 1"=60'

SHEET NO.: 2 OF 17



SEC. 26, T42S, R6W,
SLB&M
ALUM. CAP



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

NO.	REVISIONS	DESCRIPTION	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 183 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

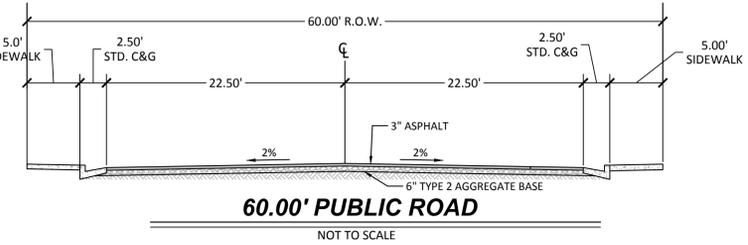
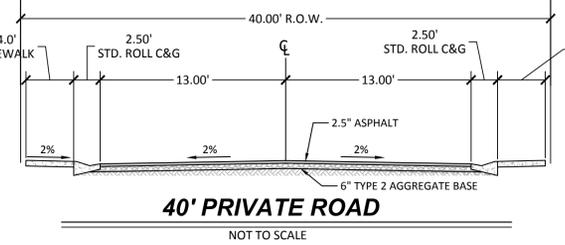
SITE PLAN PHASE 2
 FOR
HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/31/23
 JOB NO.: 21-43

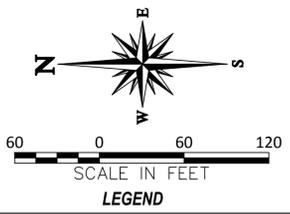
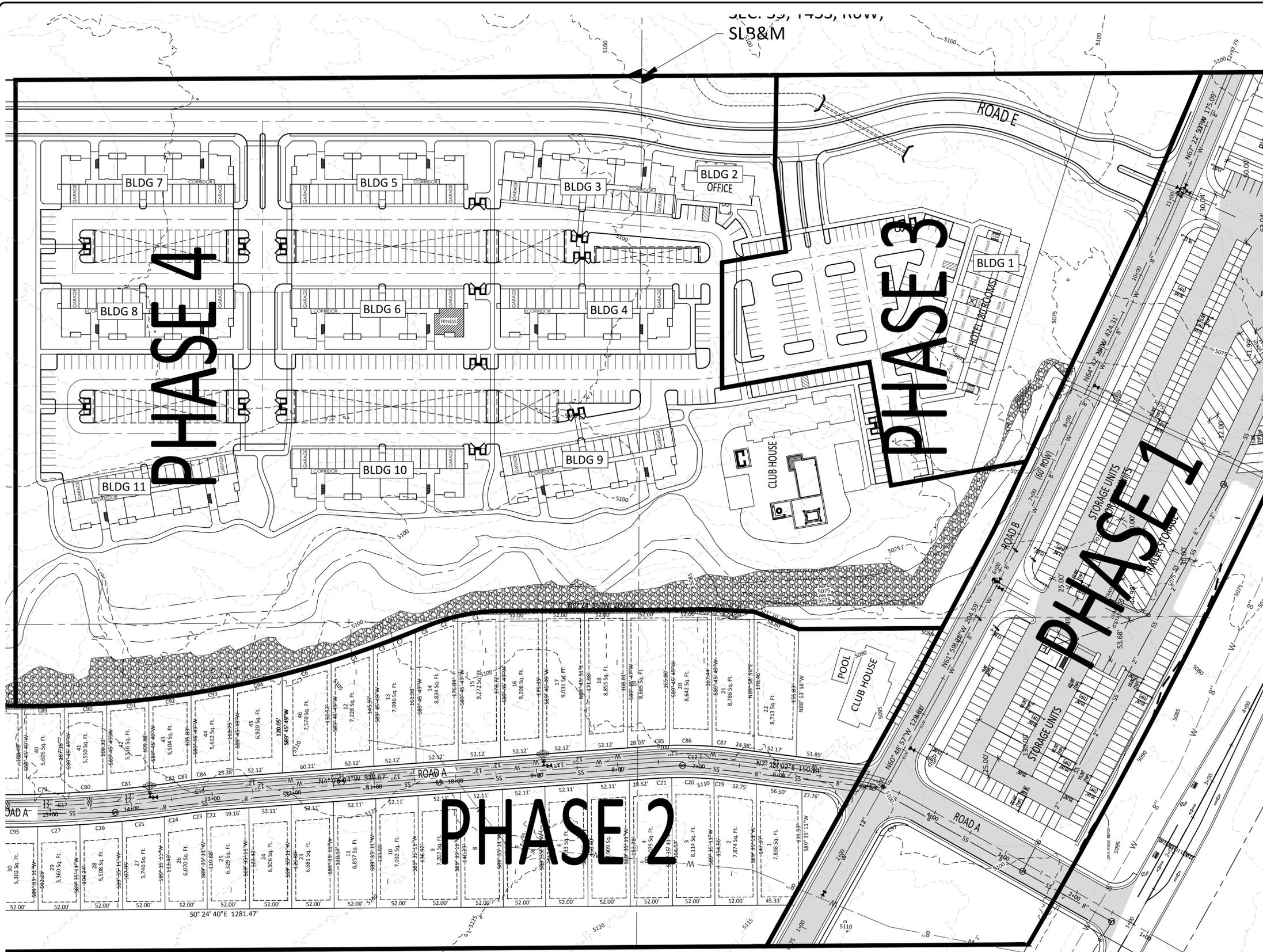
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1"=60'

SHEET NO.:
3 OF 17



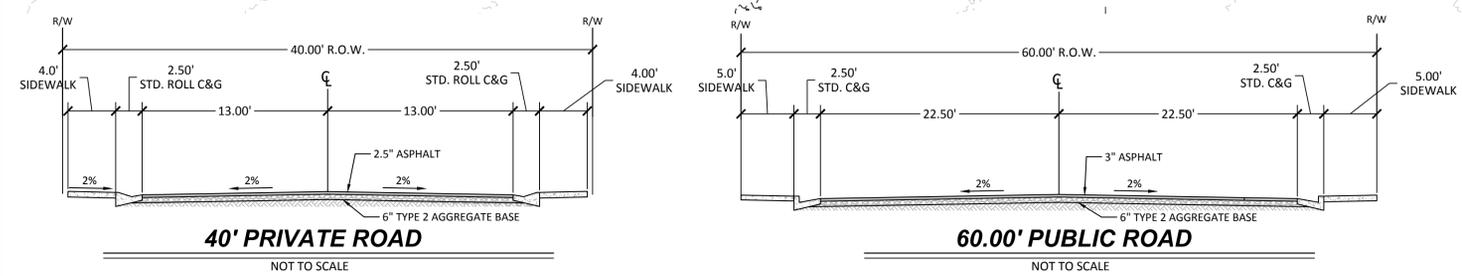
GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
- DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6' CULVERT WILL BE EXTENDED TO THE SITE AND THROUGH ON SITE DETENTION BASINS. THE DEVELOPED FLOWS WILL NOT EXCEED EXISTING FLOWS.



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP



GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCRoACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
- DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6' CULVERT WILL BE EXTENDED TO THE SITE AND THROUGH ON SITE DETENTION BASINS. THE DEVELOPED FLOWS WILL NOT EXCEED EXISTING FLOWS.

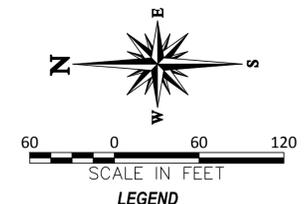
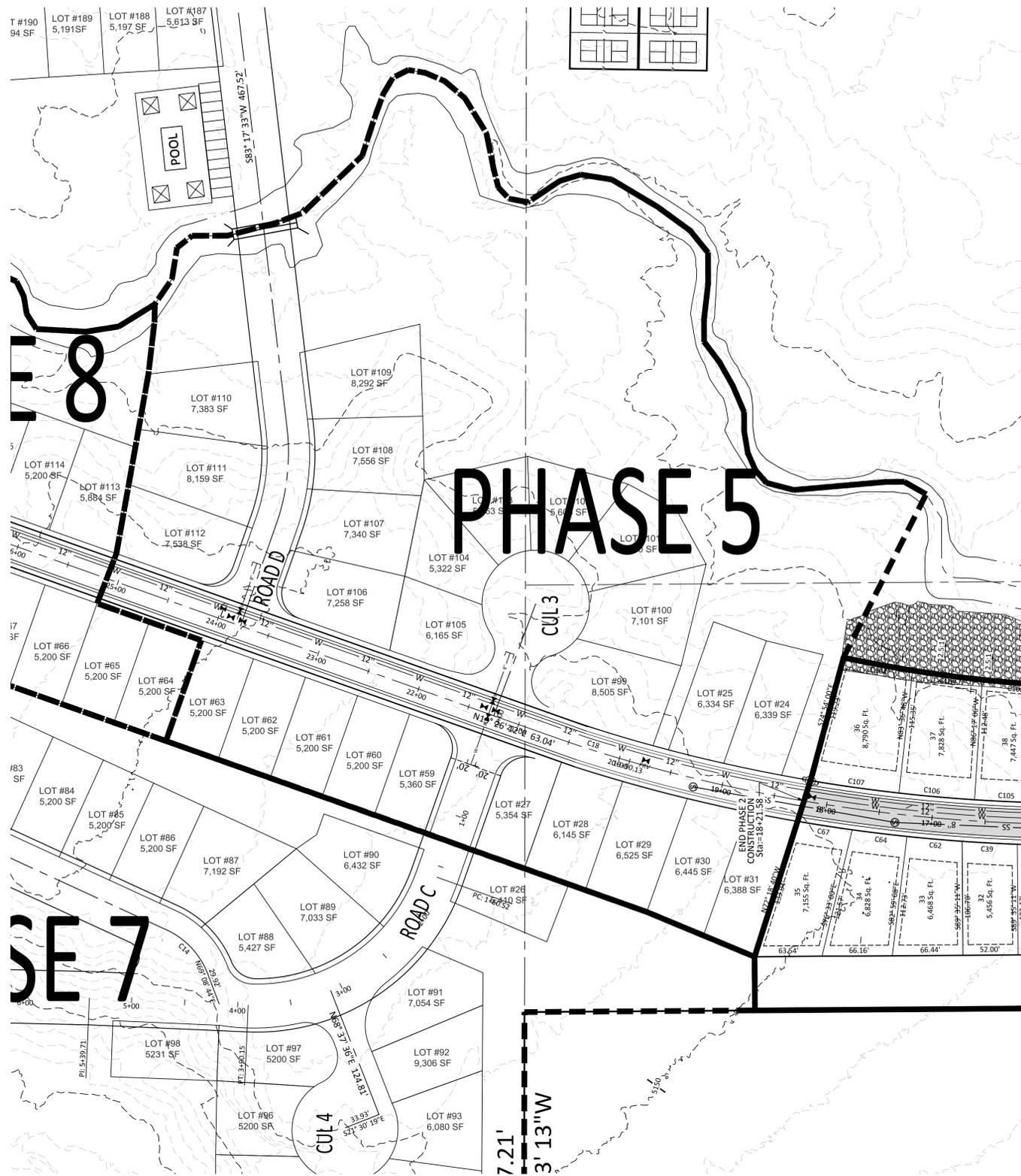
NO.	REVISIONS	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 183 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

SITE PLAN PHASE 3 & 4
 FOR
HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
DRAWN BY: SWB
DATE: 8/31/23
JOB NO.: 21-43
SCALE: 1"=60'
SHEET NO.: 4 OF 17



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

NO.	REVISIONS	DESCRIPTION	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 183 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

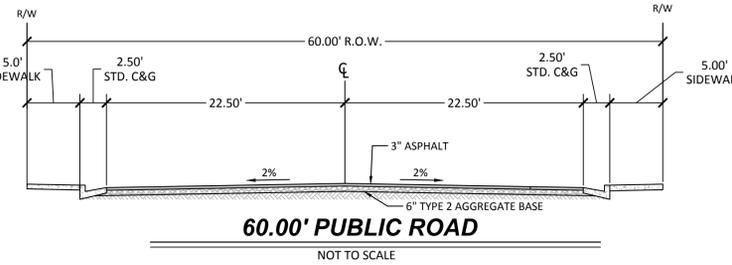
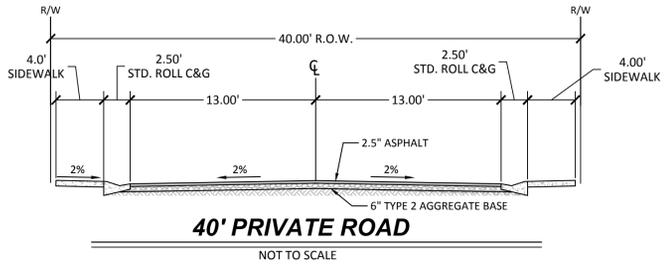
SITE PLAN PHASE 5
 FOR
HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
DRAWN BY: SWB
DATE: 8/31/23
JOB NO.: 21-43

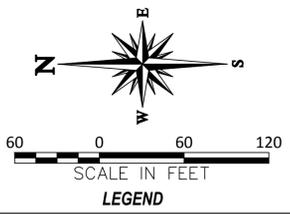
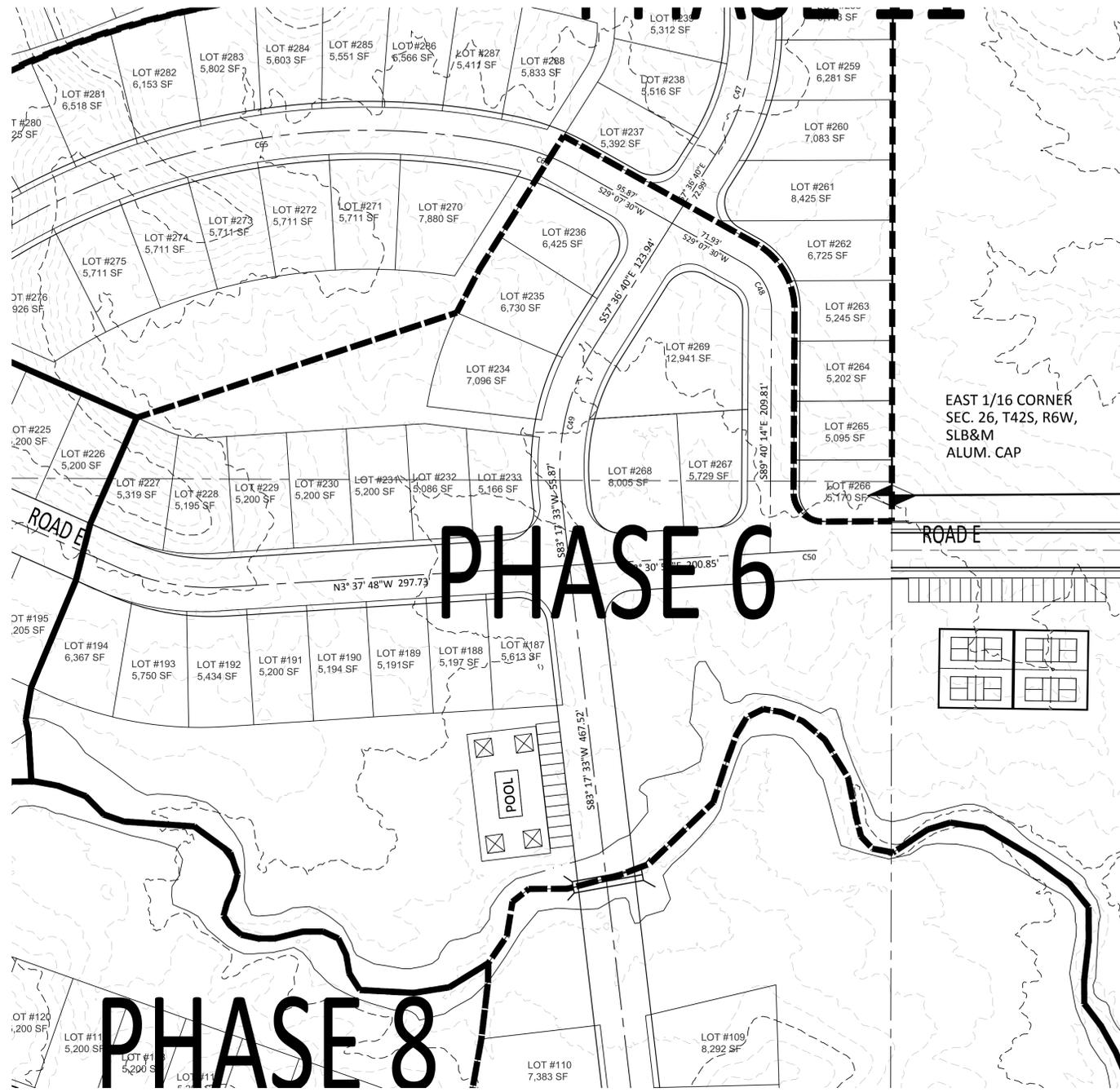
SCALE: 1"=60'

SHEET NO.: 5 OF 17



GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
- DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6" CULVERT WILL BE EXTENDED TO THE SITE AND THROUGH ON SITE DETENTION BASINS. THE DEVELOPED FLOWS WILL NOT EXCEED EXISTING FLOWS.



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

NO.	REVISIONS	DESCRIPTION	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 183 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

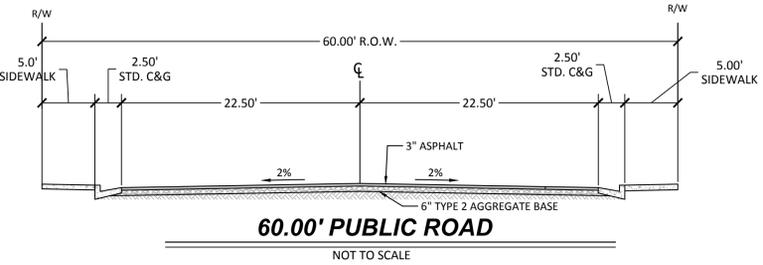
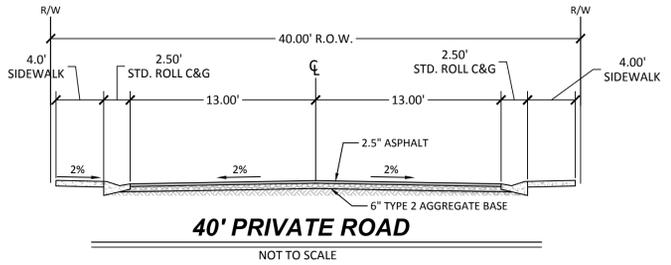
SITE PLAN PHASE 6
 FOR
HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH

PROFESSIONAL ENGINEER
 STEVEN M. KAMLOWSKY
 No. 8352092
 8/3/23
 STATE OF UTAH

CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/3/23
 JOB NO.: 21-43

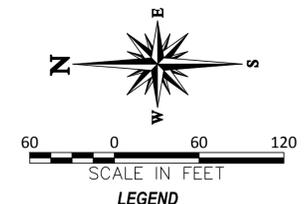
SCALE:
1"=60'

SHEET NO.:
6 OF 17



GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
- DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6' CULVERT WILL BE EXTENDED TO THE SITE AND THROUGH ON SITE DETENTION BASINS. THE DEVELOPED FLOWS WILL NOT EXCEED EXISTING FLOWS.



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

NO.	REVISIONS	DESCRIPTION	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 183 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

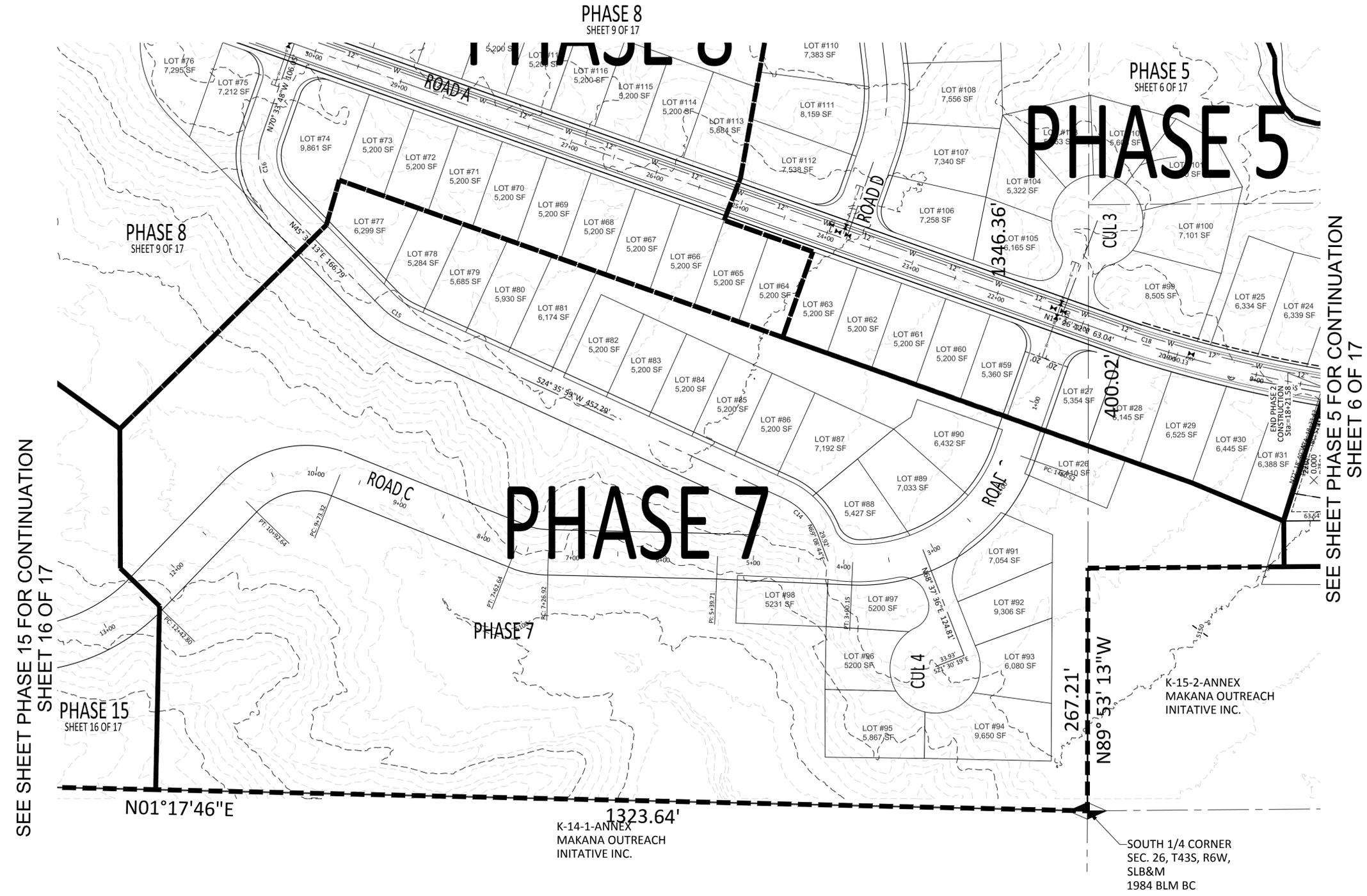
SITE PLAN PHASE 7 FOR HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH

PROFESSIONAL ENGINEER
 STEVEN M. KAMLOWSKY
 No. 8352092
 8/31/23
 STATE OF UTAH

CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/31/23
 JOB NO.: 21-43

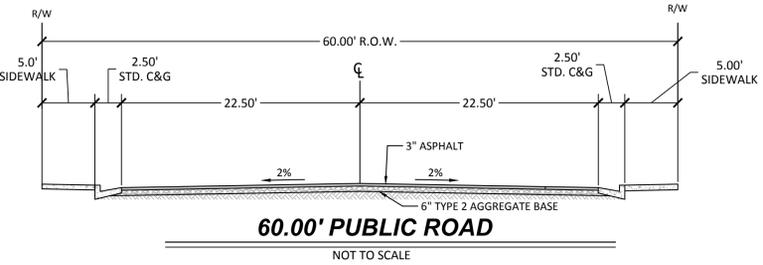
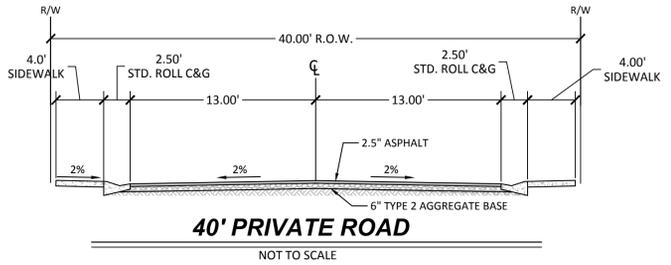
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SHEET NO.: 7 OF 17

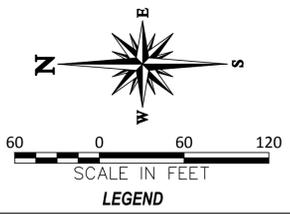
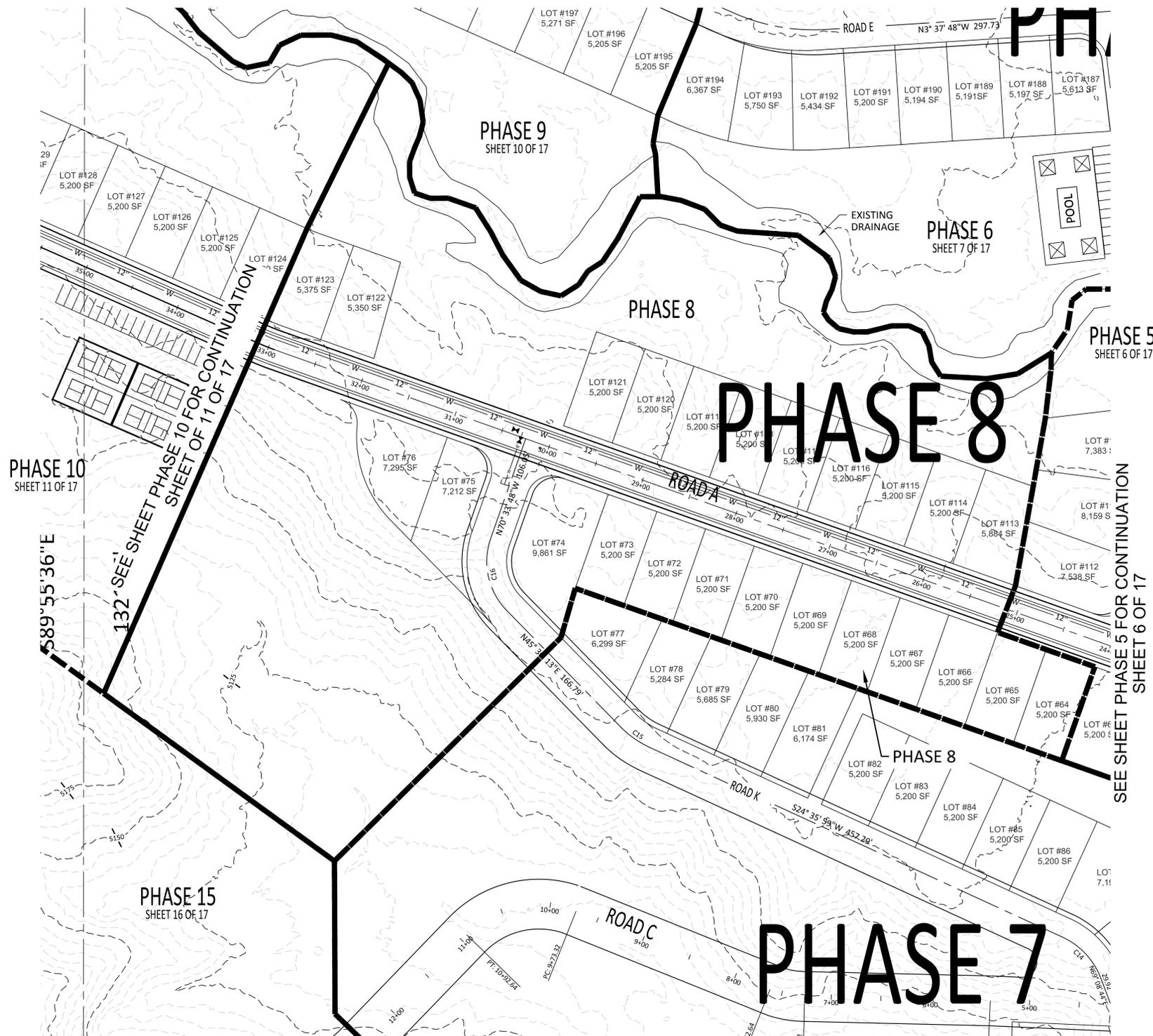


SEE SHEET PHASE 15 FOR CONTINUATION SHEET 16 OF 17

SEE SHEET PHASE 5 FOR CONTINUATION SHEET 6 OF 17



- GENERAL NOTES**
- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
 - DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6' CULVERT WILL BE EXTENDED TO THE SITE AND THROUGH ON SITE DETENTION BASINS. THE DEVELOPED FLOWS WILL NOT EXCEED EXISTING FLOWS.



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

NO.	REVISIONS	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 183 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

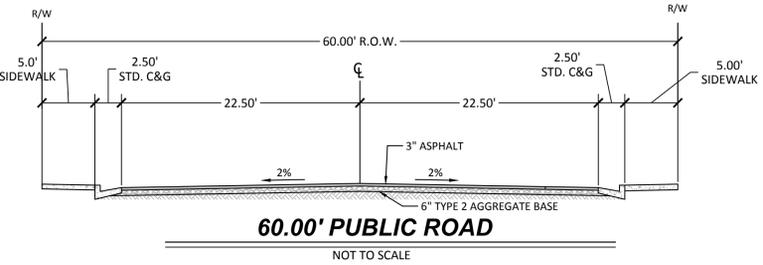
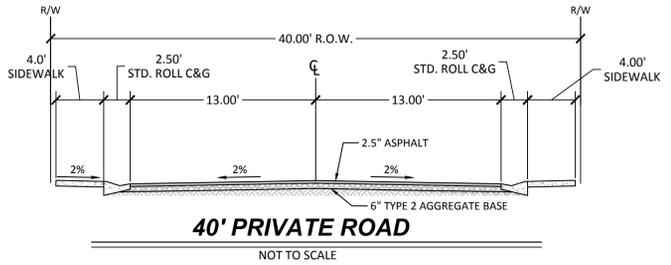
SITE PLAN PHASE 8
 FOR
HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/31/23
 JOB NO.: 21-43

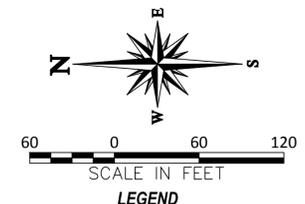
SCALE:
1"=60'

SHEET NO.:
8 OF 17



GENERAL NOTES

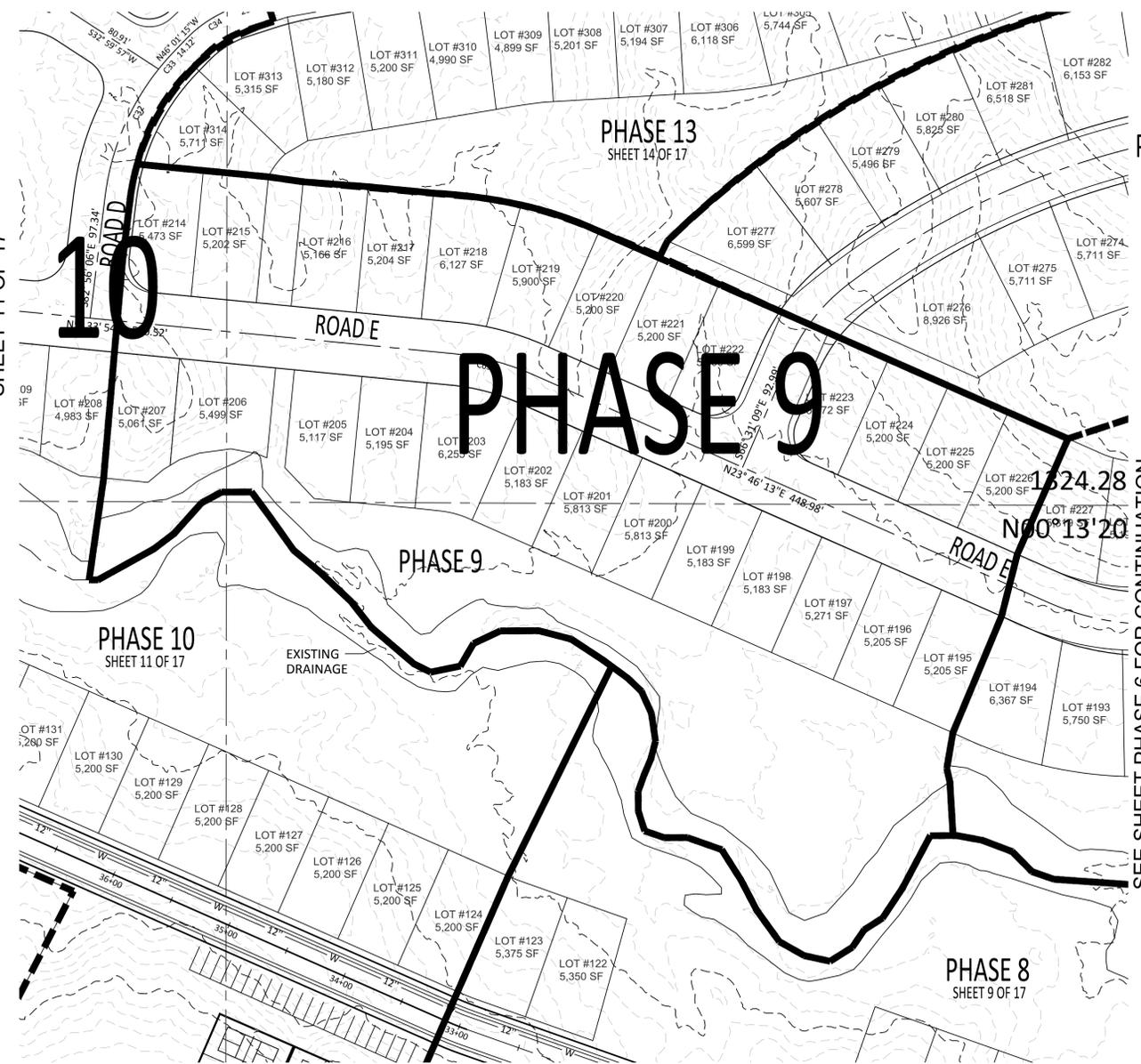
- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
- DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6' CULVERT WILL BE EXTENDED TO THE SITE AND THROUGH ON SITE DETENTION BASINS. THE DEVELOPED FLOWS WILL NOT EXCEED EXISTING FLOWS.



LEGEND

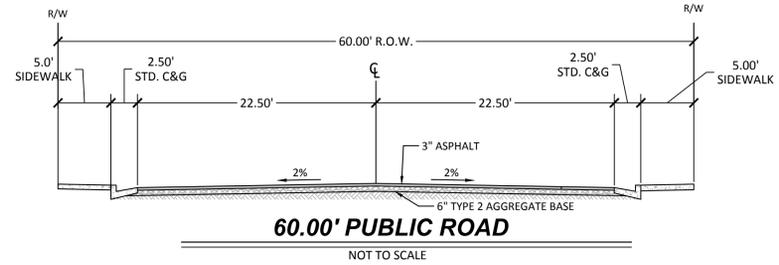
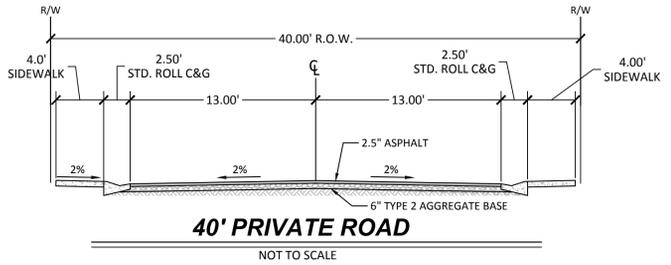
	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

SEE SHEET PHASE 10 FOR CONTINUATION SHEET 11 OF 17



PHASE 11 SHEET 12 OF 17

SEE SHEET PHASE 6 FOR CONTINUATION SHEET 7 OF 17



GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
- DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6' CULVERT WILL BE EXTENDED TO THE SITE AND THROUGH ON SITE DETENTION BASINS. THE DEVELOPED FLOWS WILL NOT EXCEED EXISTING FLOWS.

NO.	REVISIONS	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
183 WEST 1600 SOUTH, UNIT 5
ST. GEORGE, UTAH 84770
(435) 628-4700 FAX (435) 628-4725

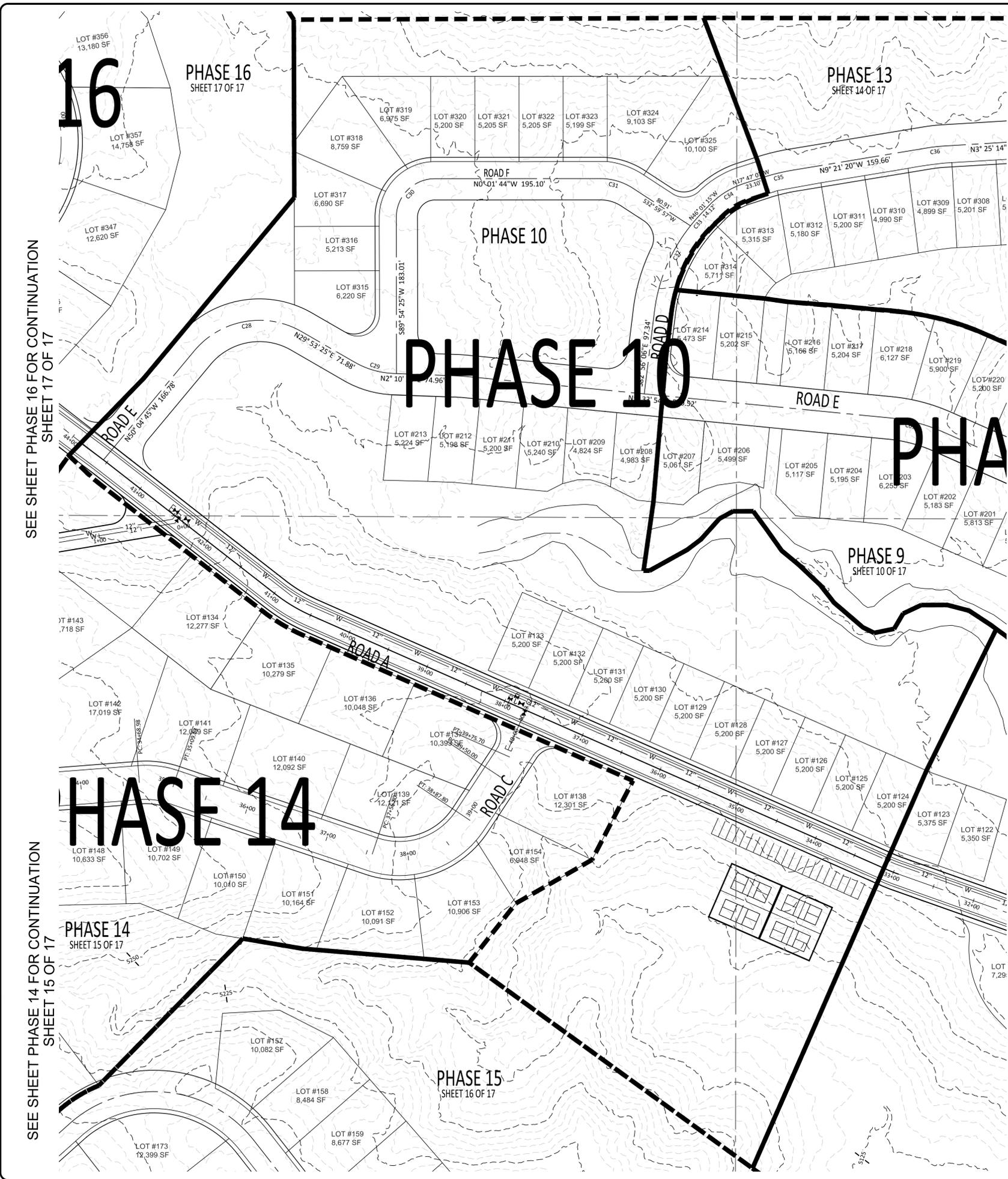
SITE PLAN PHASE 9 FOR HIDDEN CANYON SUBDIVISION PHASES 1-16
LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
DRAWN BY: SWB
DATE: 8/31/23
JOB NO.: 21-43

SCALE: 1"=60'

SHEET NO.: 9 OF 17

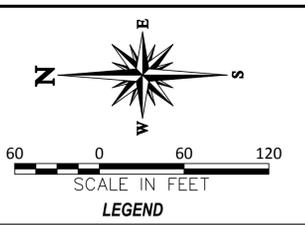


SEE SHEET PHASE 16 FOR CONTINUATION SHEET 17 OF 17

SEE SHEET PHASE 14 FOR CONTINUATION SHEET 15 OF 17

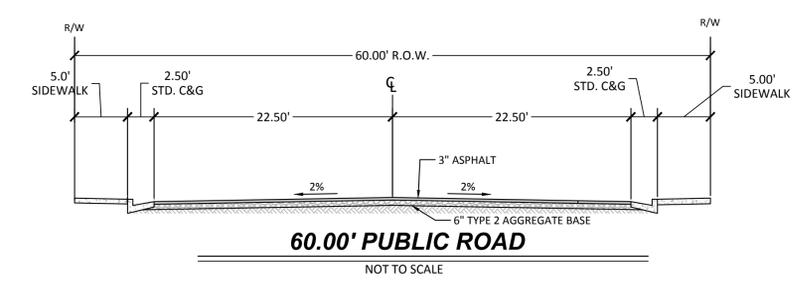
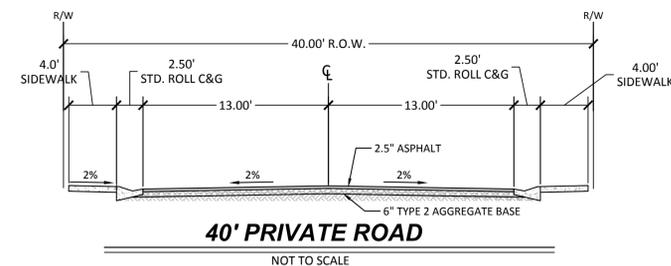
SEE SHEET PHASE 13 FOR CONTINUATION SHEET 14 OF 17

SEE SHEET PHASE 8 FOR CONTINUATION SHEET 9 OF 17



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP



GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
- DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6\"/>

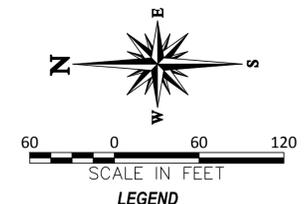
NO.	REVISIONS	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 183 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

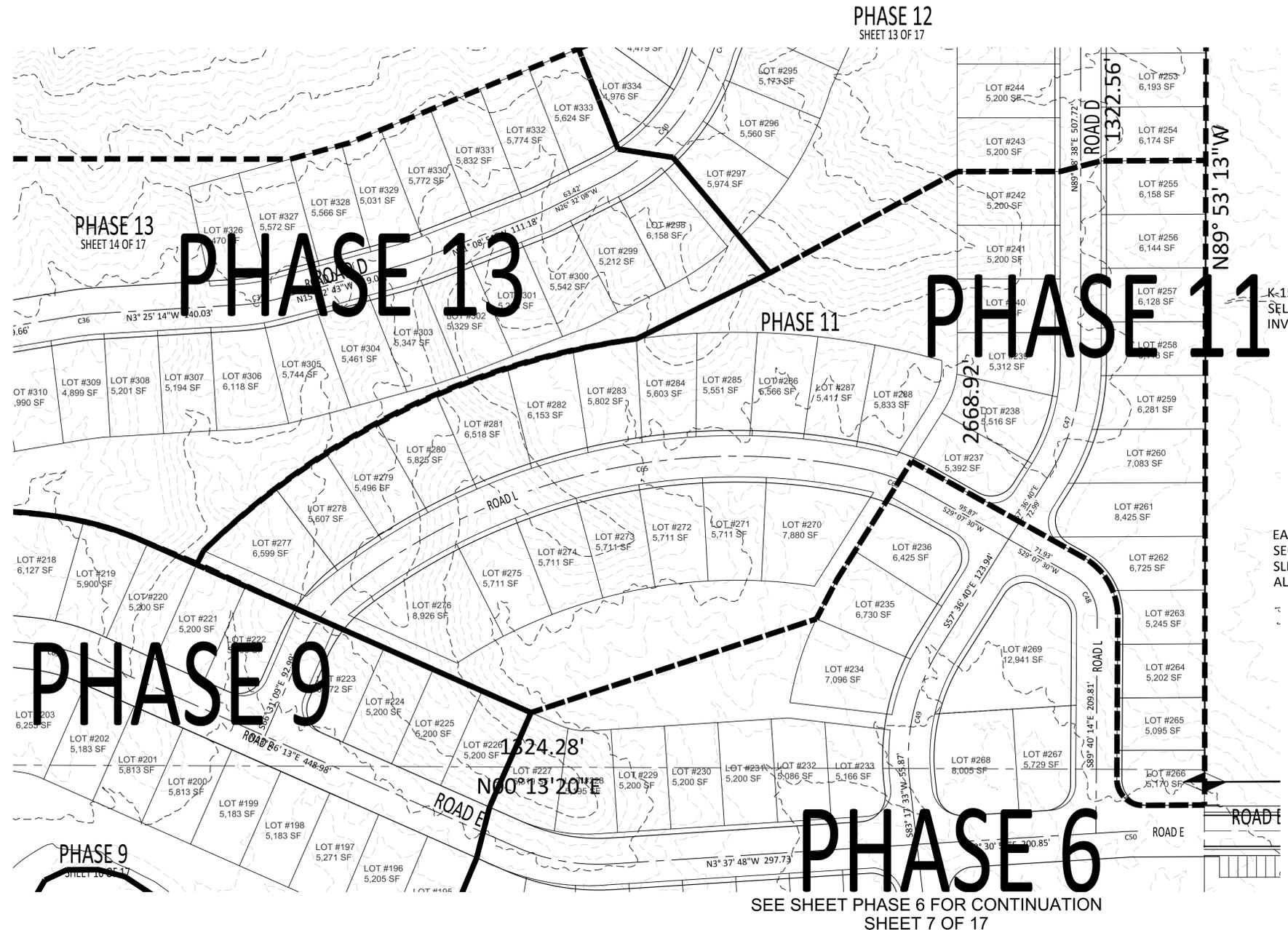
SITE PLAN PHASE 10 FOR HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
DRAWN BY: SWB
DATE: 8/31/23
JOB NO.: 21-43
SCALE: 1"=60'
SHEET NO.: 10 OF 17



LEGEND	
	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP



NO.	REVISIONS	DESCRIPTION	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 183 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

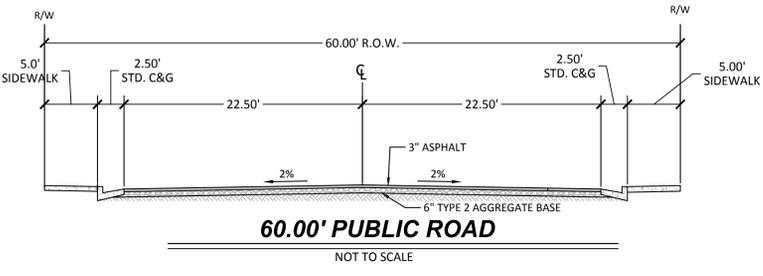
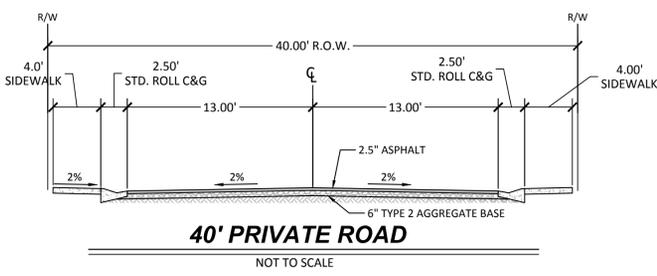
SITE PLAN PHASE 11
 FOR
HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/3/23
 JOB NO.: 21-43

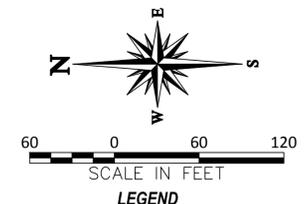
SCALE:
1"=60'

SHEET NO.:
11 OF 17



GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
- DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6" CULVERT WILL BE EXTENDED TO THE SITE AND THROUGH ON SITE DETENTION BASINS. THE DEVELOPED FLOWS WILL NOT EXCEED EXISTING FLOWS.



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

NO.	REVISIONS	DESCRIPTION	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 183 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

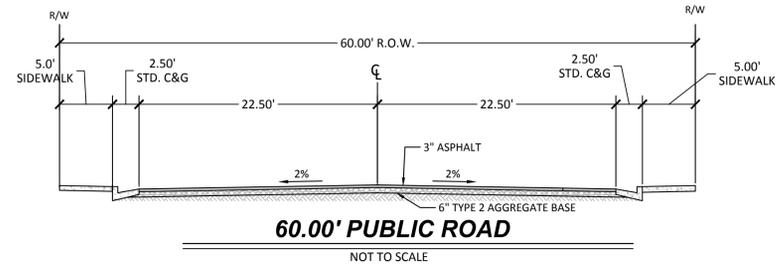
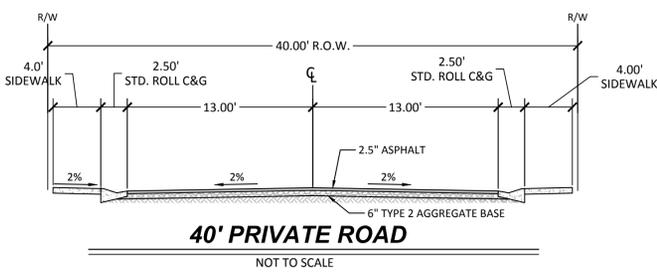
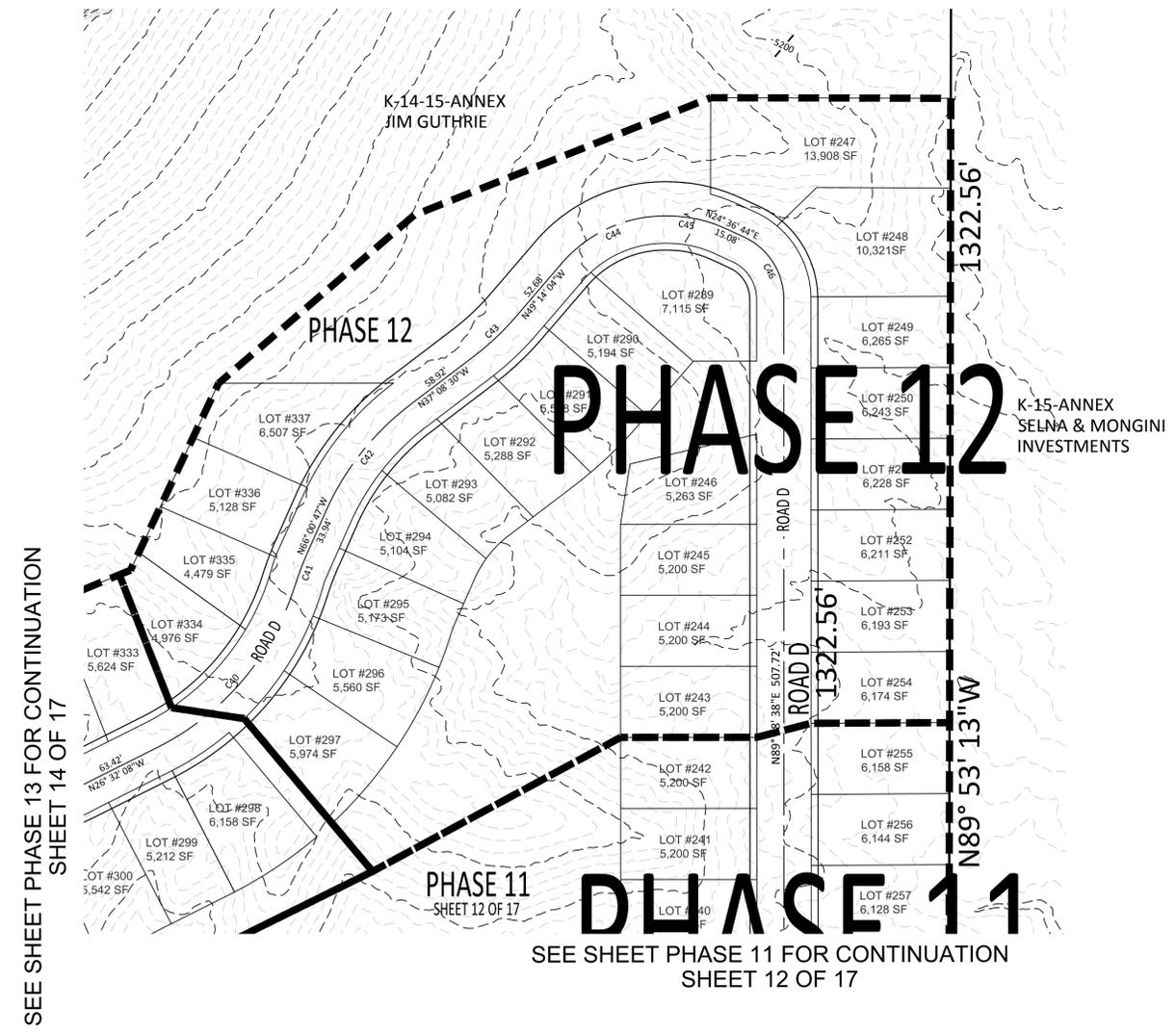
SITE PLAN PHASE 12 FOR HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/31/23
 JOB NO.: 21-43

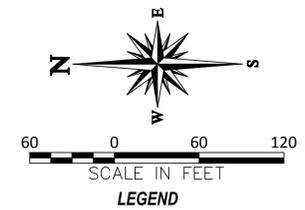
SCALE: 1"=60'

SHEET NO.: 12 OF 17



GENERAL NOTES

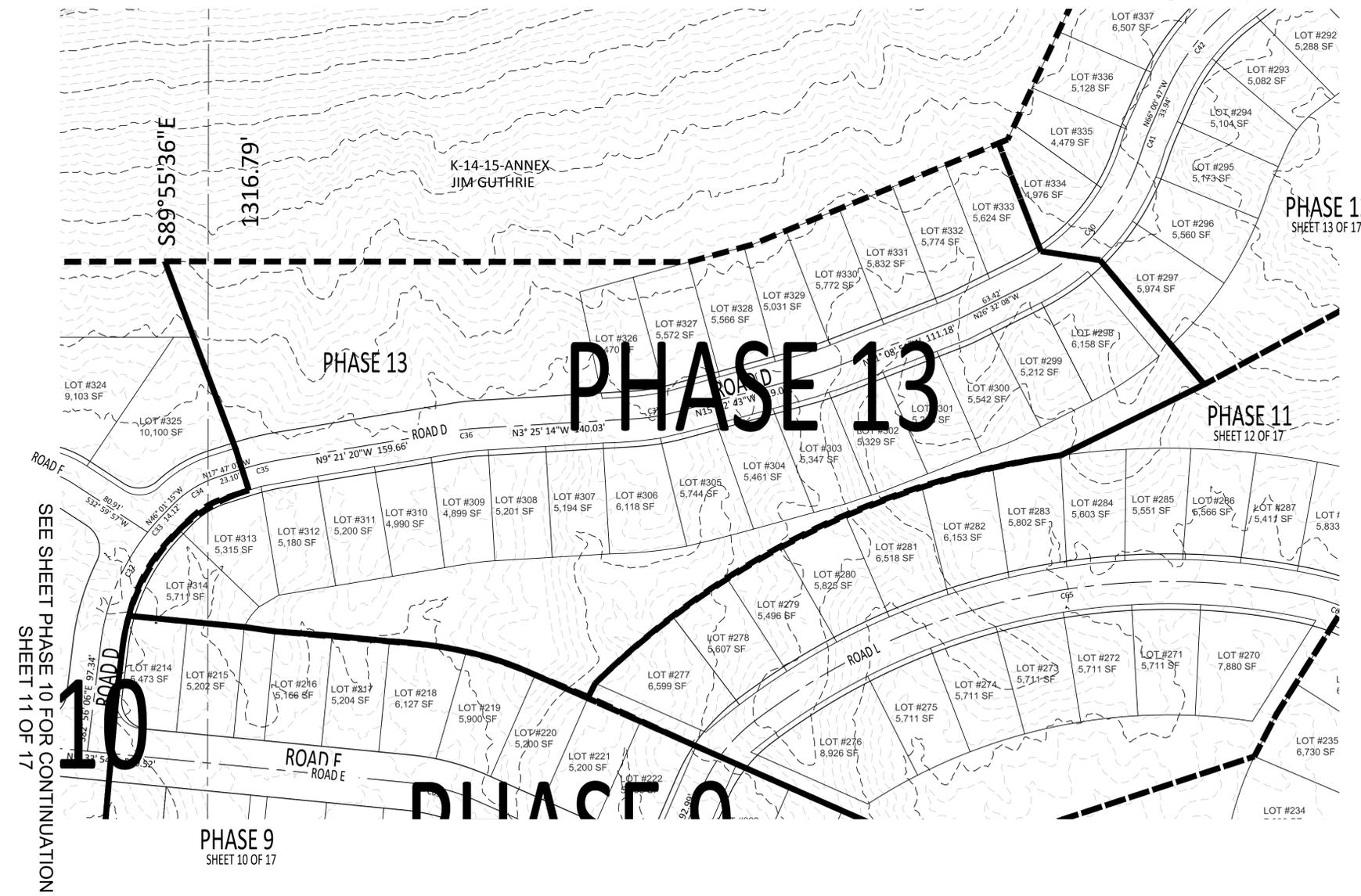
- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
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LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

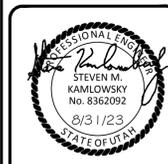
SEE SHEET PHASE 12 FOR CONTINUATION
SHEET 13 OF 17



NO.	REVISIONS	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
183 WEST 1600 SOUTH, UNIT 5
ST. GEORGE, UTAH 84770
(435) 628-4700 FAX (435) 628-4725

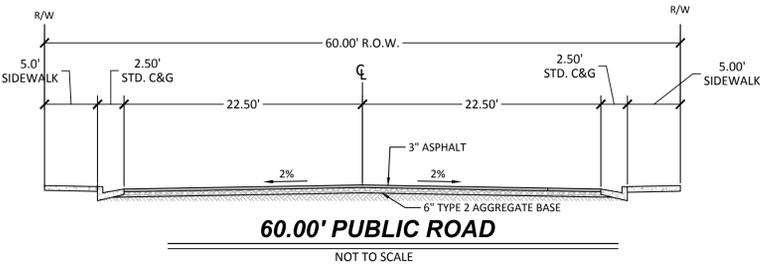
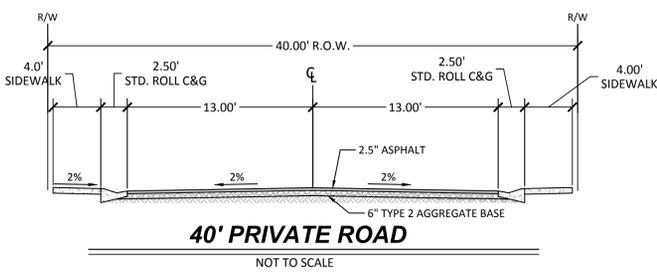
SITE PLAN PHASE 13
FOR
HIDDEN CANYON SUBDIVISION PHASES 1-16
LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
DRAWN BY: SWB
DATE: 8/31/23
JOB NO.: 21-43

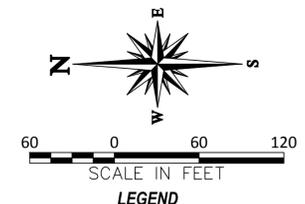
SCALE:
1"=60'

SHEET NO.:
13 OF 17



GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
- DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6" CULVERT WILL BE EXTENDED TO THE SITE AND THROUGH ON SITE DETENTION BASINS. THE DEVELOPED FLOWS WILL NOT EXCEED EXISTING FLOWS.



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

NO.	REVISIONS	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 183 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

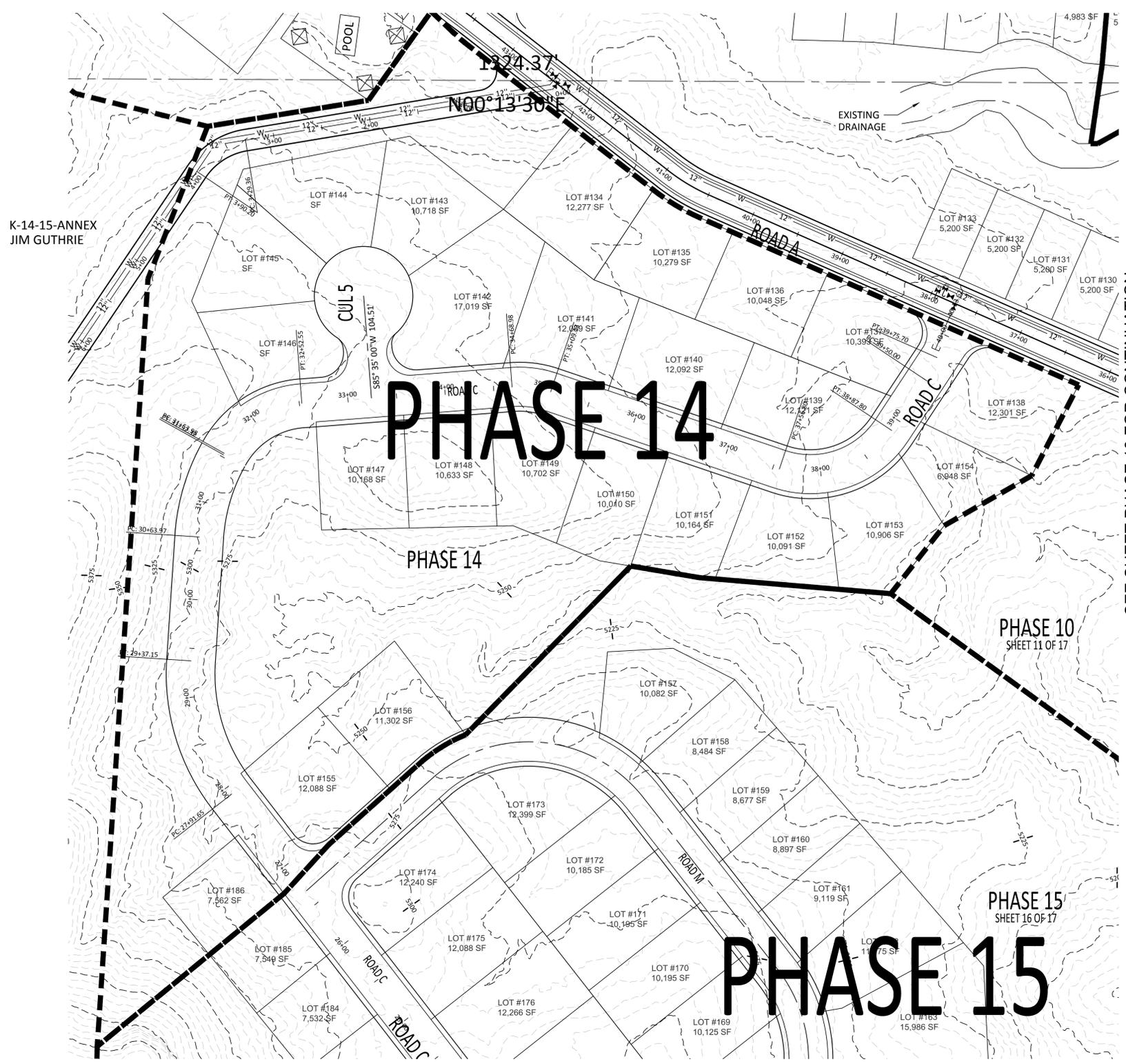
SITE PLAN PHASE 14 FOR HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH

PROFESSIONAL ENGINEER
 STEVEN M. KAMLOWSKY
 No. 8262092
 8/3/23
 STATE OF UTAH

CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/3/23
 JOB NO.: 21-43

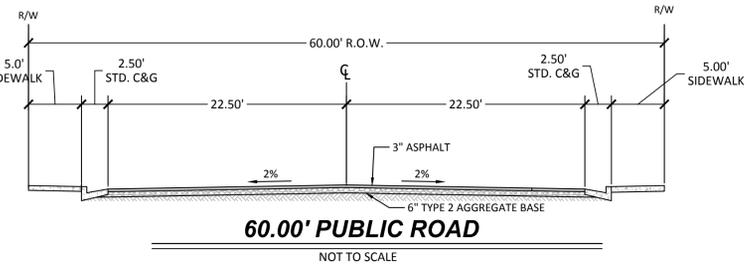
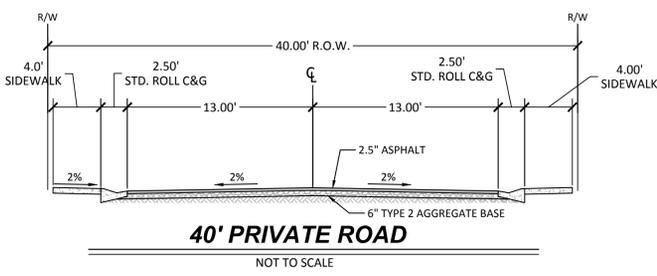
SCALE:
 1"=60'

SHEET NO.:
 14 OF 17



SEE SHEET PHASE 10 FOR CONTINUATION SHEET 11 OF 17

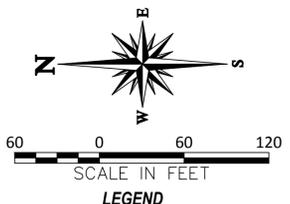
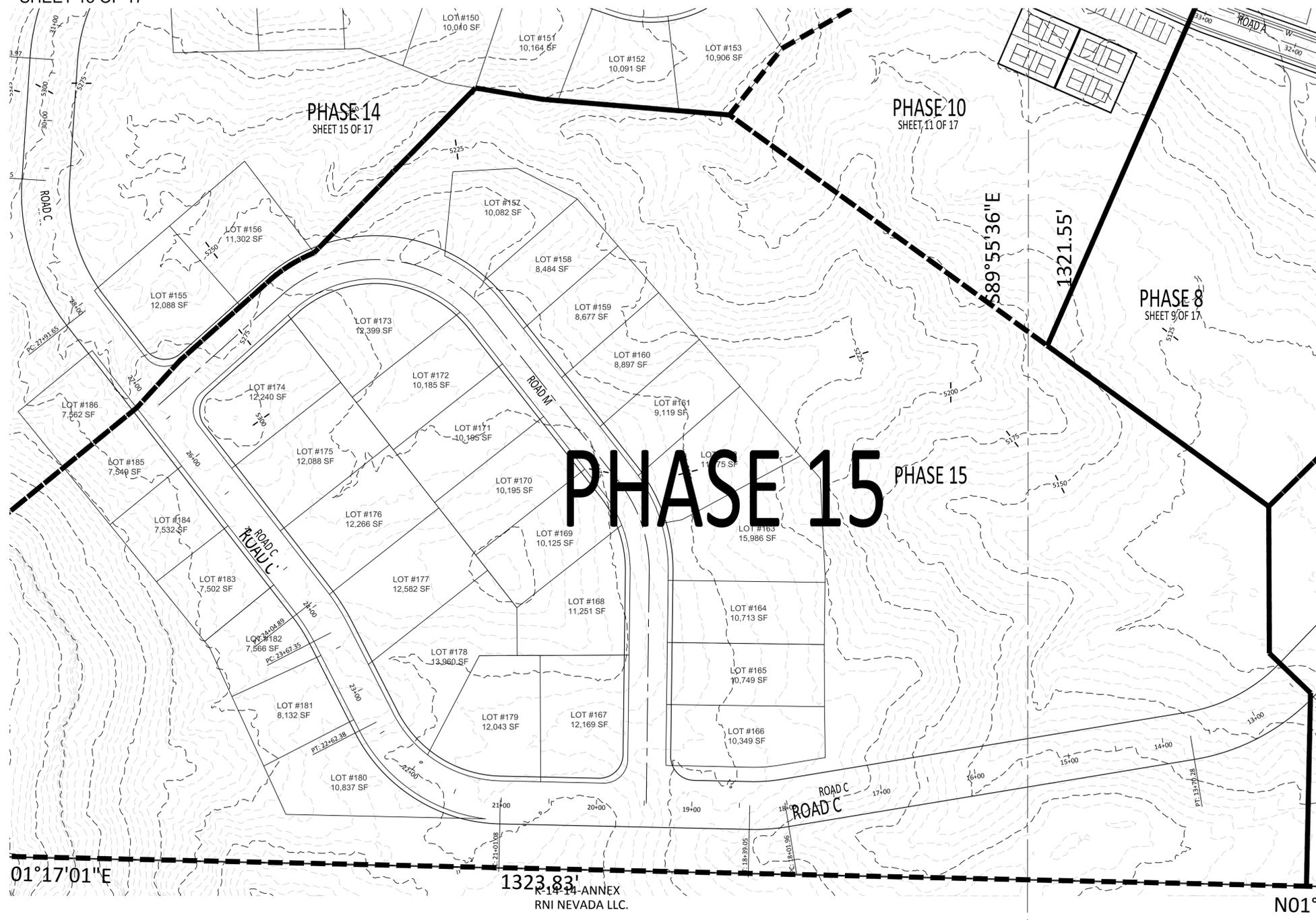
SEE SHEET PHASE 15 FOR CONTINUATION SHEET 16 OF 17



GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
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SEE SHEET PHASE 14
FOR CONTINUATION
SHEET 15 OF 17



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

NO.	REVISIONS	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
183 WEST 1600 SOUTH, UNIT 5
ST. GEORGE, UTAH 84770
(435) 628-4700 FAX (435) 628-4725

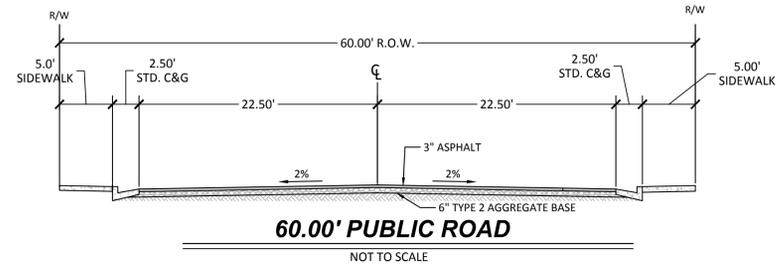
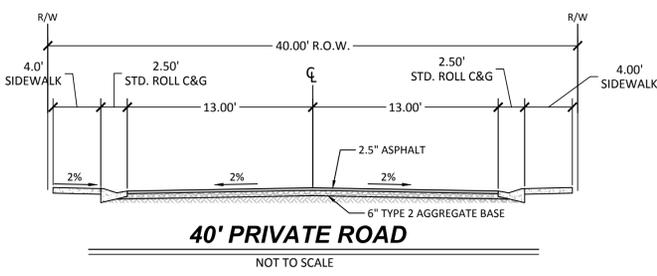
SITE PLAN PHASE 15
FOR
HIDDEN CANYON SUBDIVISION PHASES 1-16
LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
DRAWN BY: SWB
DATE: 8/31/23
JOB NO.: 21-43

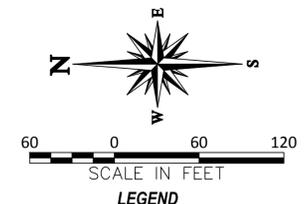
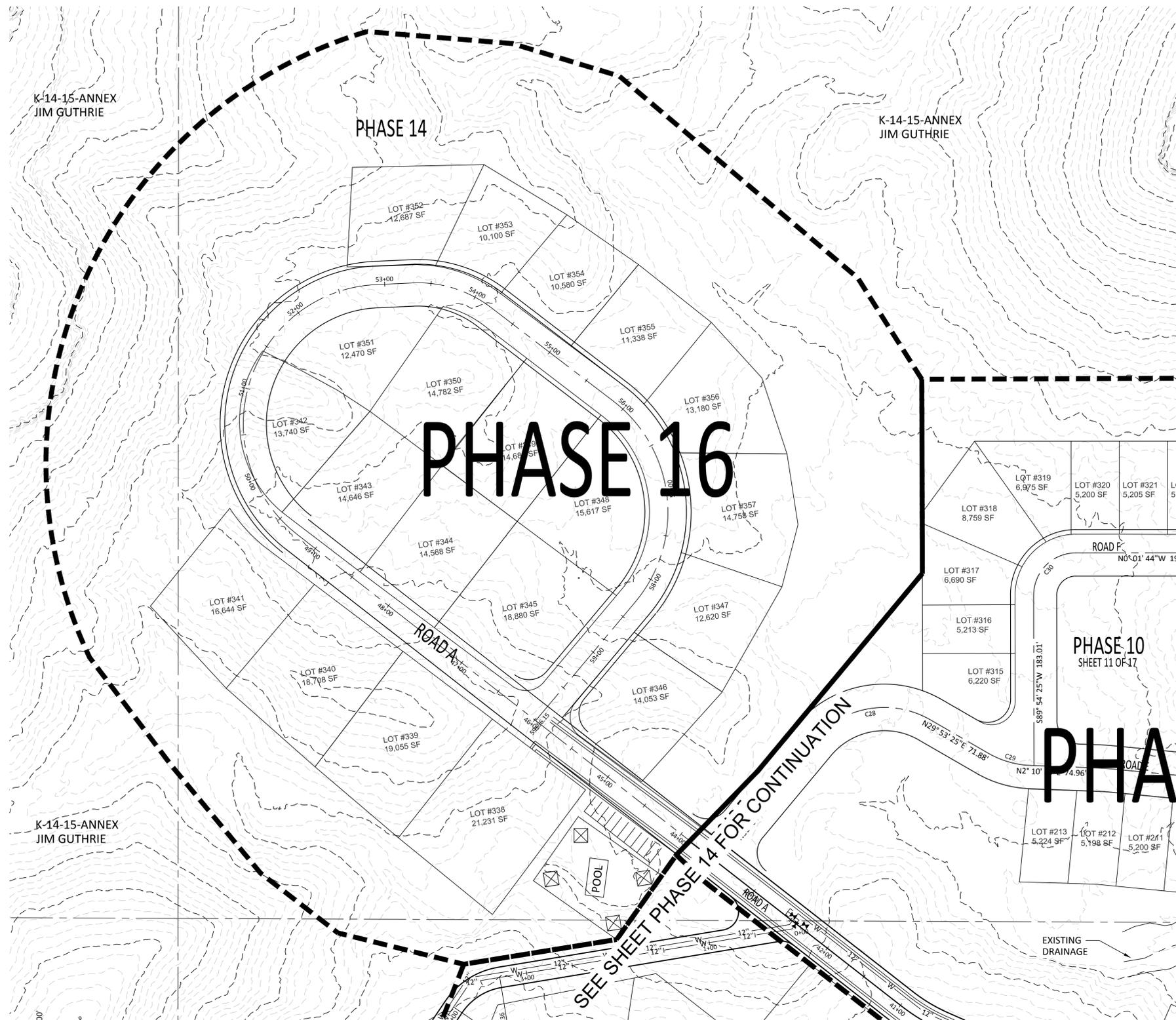
SCALE:
1"=60'

SHEET NO.:
15 OF 17



GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
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LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

NO.	REVISIONS	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 183 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (465) 628-4700 FAX (465) 628-4725

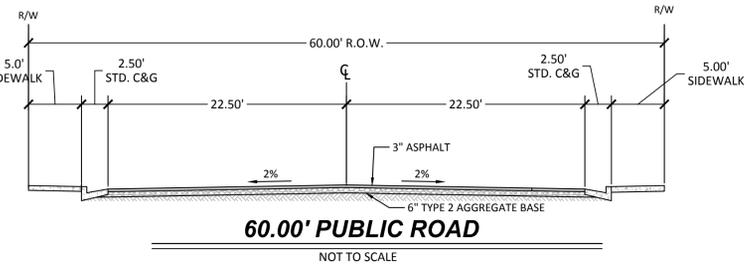
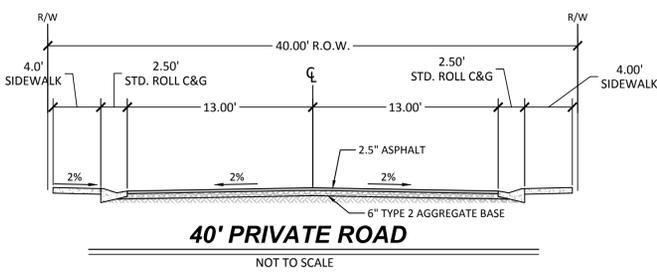
SITE PLAN PHASE 16 FOR HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/31/23
 JOB NO.: 21-43

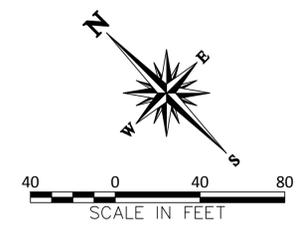
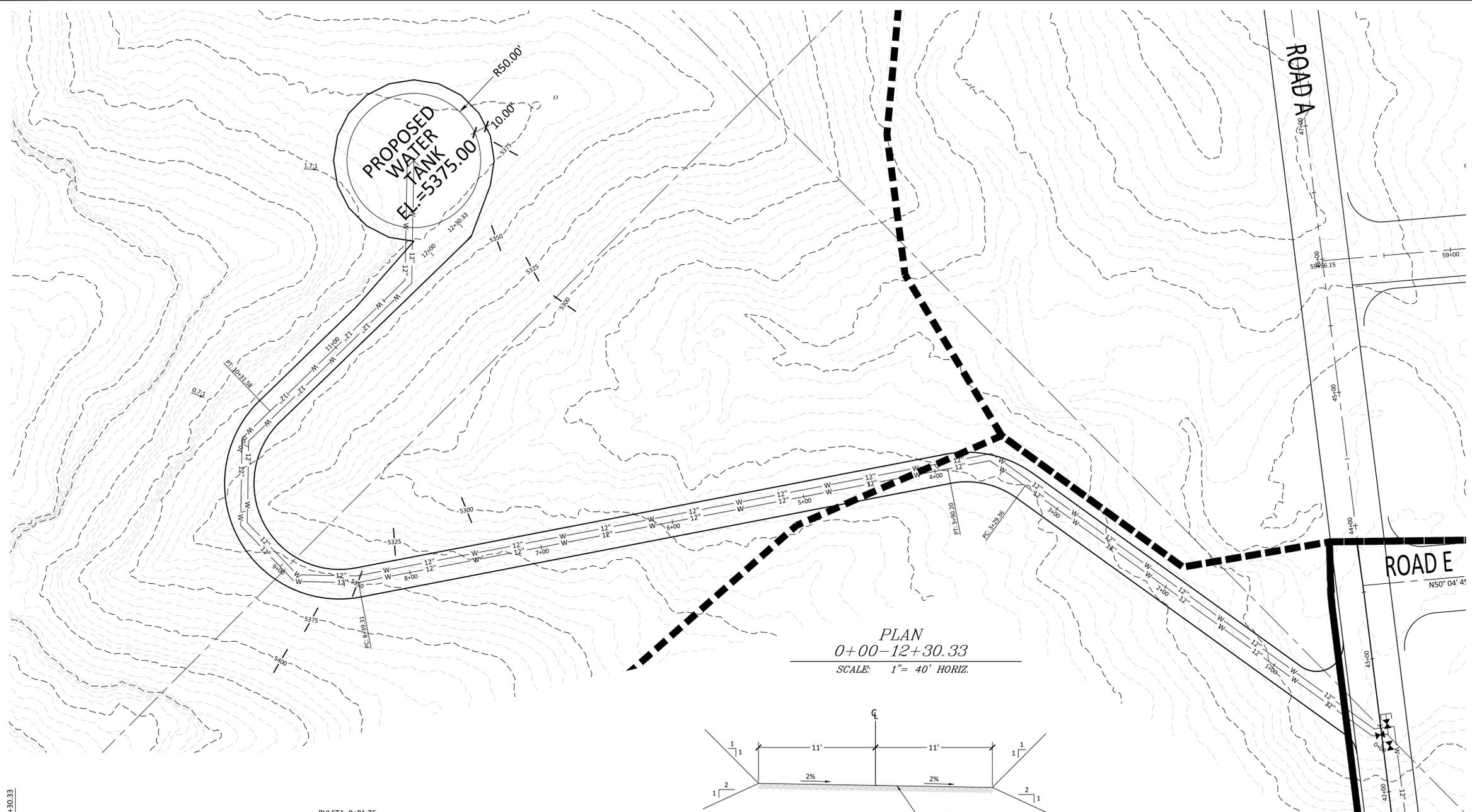
SCALE: 1"=60'

SHEET NO.: 16 OF 17

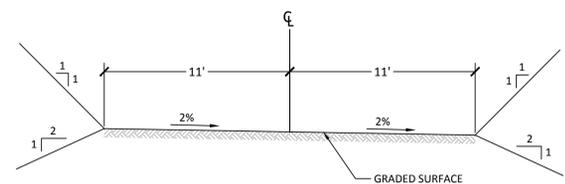


GENERAL NOTES

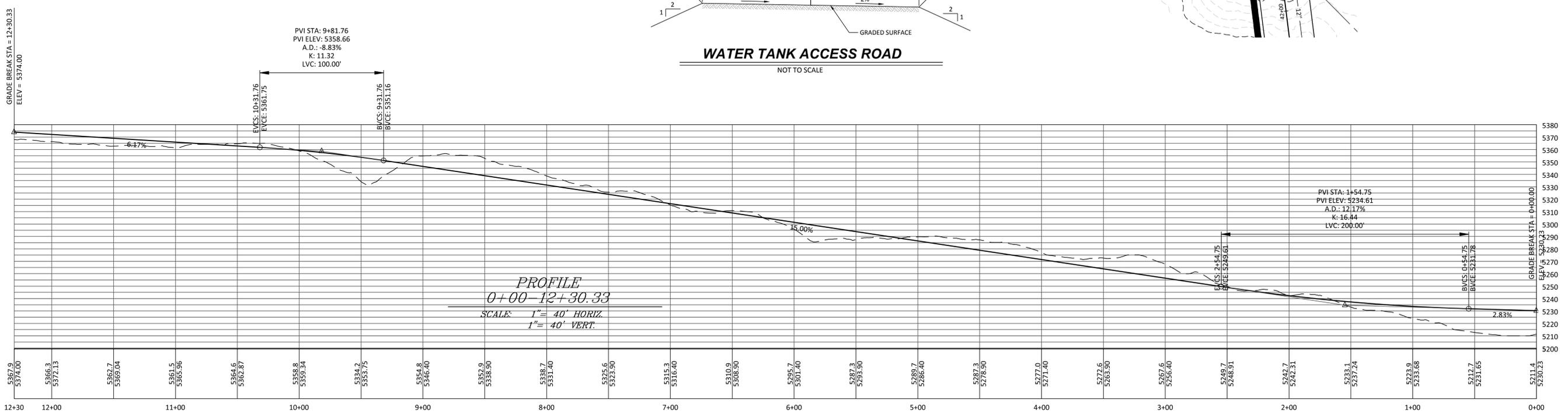
- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
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PLAN
0+00-12+30.33
SCALE: 1" = 40' HORIZ.



WATER TANK ACCESS ROAD
NOT TO SCALE



PROFILE
0+00-12+30.33
SCALE: 1" = 40' HORIZ.
1" = 40' VERT.

NO.	REVISIONS DESCRIPTION	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 163 WEST 800 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

OFFSITE GRADING PLAN
 FOR
HIDDEN CANYON SUBDIVISION
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/31/23
 JOB NO.: 21-43

SCALE:
 1"=40'