



April 10, 2024, 6:00 PM
Kane County Planning Commission
Land Use Authority
Kane County Commission Chambers
76 N. Main Street, Kanab, Utah

To listen to this meeting live call 435-676-9000, participant code 168030.

AGENDA

6:00 PM

Call to Order
Invocation
Pledge of Allegiance

1. Update on Commission Actions

Commissioner Wade Heaton will relay the County Commission's most recent actions.

2. Approval of Minutes

March 13, 2024

ADMINISTRATIVE ITEMS

Public Meeting

3. Subdivision: Kanab 600 LLC

An application for the Willow Reserve Estates Phase 1 preliminary plat, creating 20 lots, parcels 4-5-5-2 and 4—5-6-1, located east of Kanab between the Crimson Estates Subdivision and the Palomar Subdivision. Submitted by Kanab 600 LLC.

Public Meeting

4. Subdivision: Duck Creek Improvement Exchange LLC

An application for the Koti Subdivision preliminary plat, creating 2 lots, parcel 8-7-6-4B, located on Meadow Ranch Drive, Duck Creek Village, Utah. Submitted by Brent Carter, New Horizon Engineering, holding power of attorney.

Public Hearing*

5. Lot Joinder: Chapman

An application to amend a subdivision plat for a lot joinder, joining lots 17, 18, 19 & 20 becoming new lot 19, consisting of 2.04 acres, North Fork Estates #2, and vacating (9) 7.5' public utility easements. Submitted by Brent Carter, New Horizon Engineering, holding power of attorney.

LEGISLATIVE ITEMS

Public Hearing*

6. Ordinance 2024-11: KCLUO Chapters 1 & 21

An ordinance revising Kane County Land Use Ordinance Chapters 1 and 21 to become compliant with Utah code 12-27a-604.1.

Agenda items may be accelerated or taken out of order without notice as the Administration deems appropriate.

*Public hearings are intended for the public to provide input to the Commission or to pose questions individuals believe the Commission and staff should consider. Public hearings are not intended for individual members of the public to engage in conversation. While questions may be posed by a member of the public, the Commission will attempt to refrain from answering or engaging in conversation during the public hearing.

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Shannon McBride at (435) 644-4966 or Wendy Allan at (435) 644-4364.

Planning Commission Meetings Statutory Authority, Rules & Procedures can be found online at kane.utah.gov; General; Land Use Ordinance 9-2-1 through 10.

1. Update on Commission Actions

Commissioner Wade Heaton will relay the County Commission's most recent actions.

2. Approval of Minutes

March 13, 2024



MINUTES

Kane County Planning Commission
& Land Use Authority Meeting
Kane County Commission Chambers
76 N. Main Street, Kanab, UT
March 13, 2024

CHAIRMAN: John Reese

MEMBERS PRESENT: Doug Heaton, Byard Kershaw, Gwen Brown, Jeremy Chamberlain, John Reese, Matt Cox, Mason Haycock

MEMBERS ABSENT:

EX-OFFICIO MEMBER: Commissioner Wade Heaton

STAFF PRESENT Wendy Allan, Assistant P&Z Administrator; Charee Shepherd, Zoning Administrator; Rob Van Dyke, Attorney

6:00 PM	Meeting called to order	John Reese
	Invocation	Jeremy Chamberlain
	Pledge of Allegiance	Byard Kershaw

GENERAL BUSINESS

1. Update on Commission Decisions

Commissioner Wade Heaton reported that the Commission approved the zone change for Julie Coefield to go from R-1 to R-5.

2. Approval of minutes February 7, 2024

MOTION: Doug Heaton made a motion to **approve** the February 7, 2024 minutes. Gwen Brown seconded the motion.

VOTE: The **motion passed** unanimously.

MOTION: A motion was made by Byard Kershaw to go in and out of public hearing at the call of the chair. The motion was seconded by Gwen Brown.

VOTE: The **motion passed** unanimously.

3. Public Hearing – Ordinance 2024-6: KCLUO 9-21F-6

An ordinance revising Kane County Land Use Ordinance 9-21F-6 Right-Of-Way and Roadway Improvements; removing the requirement of chip seal or asphalt roads in subdivision.

Commissioner Wade Heaton led the discussion explaining that the County Roads Department does not have enough money in their budget to maintain hard surface roads, however, our ordinance requires developers to put in hard surface roads if their subdivision hit a certain Average Daily Trips (ADT) threshold.

Bert Harris, KC Roads Department, gave a history on class B roads, as well as where we get our funding, explaining that it is a portion of the tax from fuel sales. In 1996, the legislature changed the way they distributed the funds and put it in a weighted mile system. Because Kane County was so low in population the majority of our roads funding was going to go away. The state put the county in a hold harmless agreement stating that they would not take any funds away but they would not increase funds either. We have been on that 1996 funding schedule for the past 28 years. We currently receive 1.4 million dollars per year from the B roads funds, which is not enough to take care of the current county roads. He agrees that asphalt roads in a subdivisions is a good thing, but the county cannot be burdened with the upkeep of these roads without some kind of additional funding. He stressed that the county is not in the business of maintaining roads in municipal type areas. Bert clarified that B roads only have to be maintained to the level of passable.

Commissioner Wade Heaton explained that general fund monies (tax dollars) and TRT dollars fund the county road budget. The county maintains 732 public road miles with only 8000 residents to bear that burden. He said that Kane County property taxes are some of the highest in the state because there is so little private land in our county (7%). He suggested that people moving into unincorporated areas in the county need to understand that the county will only blade the dirt roads approximately twice a year. If they want more than that then they need to do something at a local level to facilitate that. He does not think the County should require hard surface roads. Commissioner Heaton is asking the P&Z to remove the hard surface roads requirement and let the free market/developers/homeowners decided if they want hard surface roads.

Tom Avant, KC Engineer and Private Developer, explained that most entities follow the AASHTO federal traffic design standards. Anything over 400 ADT is considered a standard road. Anything under that standard has a lower design standard. Tom stated that wider asphalt roads promote higher speeds. He suggested that lower volume roads be dirt with more turns in them to cause people to slow down.

Tom explained that when the Vermilion Cliffs subdivision was established the county did not have any specific road requirements. With our current standards that condition should not be repeated. He explained that people buy and build on gravel roads then decide they want city level facilities in the unincorporated county. He stated that hard surface roads are not economically viable in subdivisions with lots larger than one acre.

Doug asked if there is any movement at the state level to increase the Class B road funding. Commissioner Wade Heaton said they implemented a quarter percent sales tax to go to road maintenance and the state will give them on going appropriated funds but made the counties promise to not bring the discussion up again.

John questioned if there was a way to get visitors or the federal government to help pay for road maintenance. Commissioner Heaton stated that they have allocated TRT money to help with this issue. It is very difficult to get help on the Federal level.

Gwen asked why the county accepts so many roads, stating the opinion that the county should not accept any roads that are inside a subdivision. Commissioner Heaton agreed, reminding the Planning Commission that approximately 18 months ago the county change their ordinance to not accept streets within residential subdivisions.

Tom Avant explained that the Lone Spur subdivision was the first subdivision approved after the ordinance was changed. The main road through the subdivision road was accepted as a county road. The internal roads will remain private and will be governed and maintained by an HOA. Matt expressed the concern that HOAs tend to become non-existent over time. Commissioner Heaton indicated that in that case a Special Service District would be an option.

Gwen asked why the county had not implemented impact fees to help pay for these issues. Rob Van Dyke (via text to Wendy) explained that impact fees are imposed by Garkane and the Water Conservancy District because they provide those services. Because we require the developer to put in the roads we cannot charge an impact fee for them.

Chairman Reese called the commission into public hearing.

Scot Tolman - He lives in Rocking Horse Ranch. He said the county has denied their road and it is a mess. He said that most of the traffic that is destroying the road is traffic going through Johnson Canyon. He is against the paved road requirement as long as there isn't a lot of thru traffic.

Wendy explained the Rocking Horse Ranch is a Platted Unimproved Subdivision and the owner was not required to put in the roads. The road Scot talked about is part of the East Corridor Transportation Plan that allows for public access.

Chairman Reese called the commission out of public hearing.

MOTION: Matt Cox made motion to remove the requirement for asphalt or chip sealed roads in any subdivisions in the county. Doug Heaton seconded the motion.

Gwen expressed concern over that motion and suggested the developers should maintain the subdivision roads. Matt argued that asphalt is more expense to put in and more expensive to maintain. Tom suggested adding to the motion that on any plat where roads are not accepted by the county include a statement to that affect.

FRIENDLY AMENDMENT: Matt asked that Tom's suggestion to add a note to the plat regarding road ownership and who is responsible for maintenance be added to his motion. Doug seconded that change to the motion.

John wanted to amend the motion to specify that subdivision with lots smaller than 5 acres still require pavement to reduce the dust and mud issues.

AMENDED MOTION: Matt clarified that he would like his motion to remove all requirements for chip seal and asphalt from subdivisions.

Wendy acknowledged that Matt's motion would allow them to revise the ordinance accordingly.

VOTE: Chairman Reese called for a vote on the motion to remove the requirement of chip seal and asphalt roads within all subdivisions in Kane County and to add a statement that the County will not be responsible for the maintenance of roads within a subdivision to the plats.

Matt Cox, Doug Heaton, Mason Haycock, Jeremy Chamberlain and Byard Kershaw voted Aye. Gwen Brown and John Reese voted nay. The motion to **approve passed**.

(This decision will be forwarded to the County Commission for final approval.)

**4. Public Hearing – Zone Change/Ordinance 2024-07: Third Mesa LLC/ JT Maxwell
An application for a zone change from Agricultural (AG) to Rural 10 (RU-10) parcel 3-5-34-3A containing 71.34 acres, located near the mouth of Johnson Canyon. Submitted by JT Maxwell.**

JT Maxwell explained that he is with a company called Grand Classroom and he brings middle school kids from all over the country to Kanab and the national parks. He said that a minority of these students might be interested in camping. He bought this land seven years ago with the idea that the kids could camp if they chose to. He said a typical group is 30 students with an average stay of 2 nights. Eighty percent of their business is between April and June. He stressed that these are not troubled teens but rather normal school kids who are taking advantage of an educational experience outside of school. He will keep the land just like it is with the addition of some tents for use as described above.

Wendy showed the surrounding zones which are Residential, AG and AG-FAA. John asked if RU-10 is the best zone for his project. Wendy said it is the most restrictive zone that will allow him to do what he wants to do.

Gwen asked if the tents would be there all the time. JT indicated there would probably be a wood platform and canvas tents and in the off season the canvas would probably be removed. John asked how many tents he is planning as the RU-10 would allow up to 70. JT said that he does not plan to go that big. He said a busload is approximately 45-55 students so he would probably want to do approximately 7 tents total in the first phase with the option to add enough for a second bus load of kids. Matt expressed concern over the list of uses allowed in the Rural 10 zone.

Chairman Reese called the commission into public hearing.

Hilda Crutchfield - She is against this zone change. She is concerned about the zone changes taking place in the county and the uses that will be allowed if the zone is changed. She stressed that this is a rural community and the residents bought there because they wanted a rural way of life. She is concerned about the added traffic, noise and light pollution.

Chuck Porter - He owns 30 acres next to this parcel and he is in favor of the proposal. He has known JT for a long time and has confidence that he will do what he says he is going to do. He said that if JT doesn't get this zone change he could divide his property into 10 acre parcels. He would prefer seasonal tents over more 10 acre parcels.

Larry Crutchfield, - He is opposed to this project. He noted that the current AG zoning will accommodate enough tents for the amount of people he stated. He reminded the P&Z that once you change the zone it is changed for good and while JT has good intentions the next owner may not. He is concerned about light and noise pollution. This is a residential community in a rural neighborhood. He feels that the Rural 10 zone is actually light commercial and it will change the nature of the area.

Rocel Bettencourt - She is opposed to changing this zone. She considers the RU-10 zone to be light commercial. She noted that this zone change would allow for potentially 80 1500 square foot cabins. She stressed that that would be a commercial development. She also feels that the potential of 70 tents is way too big for this area. She is concerned about the condition of Johnson Canyon Road and the lack of funding for maintenance on the road. She asked why the county would allow more traffic on a road that is in such bad shape. She also stated that allowing more development east of Kanab without adequate fire protection is irresponsible and a liability to the county.

Judy Habbeshaw - She is opposed to this zone change. She is concerned about the nature of the groups that will be coming to the area. She is also concerned about open camp fires in the area.

Michael Palmer – He lives in Grand View Estates. He moved to Kanab for its agricultural, wide open spaces. He is opposed to mixing commercial business with the agriculture and residential areas. He also reiterated that the road is in bad shape. He opposed the zone change.

Norris Church – He spoke in favor of the project. He owns land next to JT. He has dealt with the kids that JT has brought and stated that they are good kids. He likes the idea of the tents for a season over the idea of a bunch of houses. He reiterated that the kids are good kids.

Scot Tolman - He is opposed to this zone change. He is concerned about what could go in there if JT were to sell the property after getting the zone change.

Chairman Reese called the commission out of public hearing.

JT Maxwell acknowledged that people don't like change or the idea of commercial. He stated that he does not want to change or divide the land. He said that 90% of the land will be kept in grazing.

He thinks that the tents are much less intrusive than the possibility of 70 houses to the south of his property. He noted that the kids would not be there during the day.

John asked what the current zone allows. Wendy reminded the Planning Commission that they are approving a zone, not a project. She said that his current zone of AG allows for 7 tents. There is not a limit to the amount of people allowed.

JT noted that he had the option of dividing his property into 10 acre parcels and eventually putting 7 tents on each parcel. He would prefer to keep it as one large parcel and cluster the tents closer together.

Jeremy said there are 19 uses in the RU-10 and 11 of those are conditional uses. That means that a lot of the concerns can be addressed in a conditional use permit. Gwen reiterated that they are not approving the project, they are approving the zone change. She feels that this is spot zoning. Matt is concerned about the domino effect of approving this zone change. He would prefer to change the 7 tent limit to a tiered system and allow more tents based on the amount of acreage. Charee reminded the Planning Commission that all the uses in the Agricultural zone are allowed in the Rural zones. Wendy confirmed that all the uses in the Residential and Agricultural zones are allowed in the Rural zones.

Mason does not want to make a decision based on the fear of what might happen. John asked Wendy if the applicant could do a deed restriction stating they won't sell under the new zone and if he did sell it would revert back to the old zone. Wendy said the county has never done that and it would be a tracking nightmare. Commissioner Wade Heaton stated that the property owner could voluntarily offer up deed restrictions that would be recorded and binding on the property.

MOTION: Matt Cox made a motion to **recommend denying** the zone change from AG to RU-10 for parcel 3-5-24-3A & Ordinance 2024-07 to the County Commission based on the facts and findings as documented in the staff report. Gwen Brown seconded the motion.

VOTE: Matt Cox, Gwen Brown and John Reese voted aye. Mason Haycock, Byard Kershaw, Jeremy Chamberlain and Doug Heaton voted nay. The **motion failed**.

MOTION: Jeremy Chamberlain made a motion to **recommend approval** of the zone change from AG to RU-10 for parcel 3-5-24-3A & Ordinance 2024-07 to the County Commission based on the facts and findings as documented in the staff report. Byard Kershaw seconded the motion.

VOTE: Byard Kershaw, Jeremy Chamberlain, Mason Kershaw, and Doug Heaton voted aye. John Reese, Gwen Brown, and Matt Cox voted nay. The motion to **recommend approval passed**.

FINDINGS:

- Parcel 3-5-24-3A meets the minimum acreage required to be zoned RU-10. The parcel is currently zoned AG.
- The developer requests RU-10 zoning which requires a zone change.
- If the zone change is approved all uses contained in the RU-10 uses table will be allowed.

- Surrounding parcels are zoned AG, AG-FAA and R-1.
- The parcel would gain access from Johnson Canyon Road.
- All property owners within 500 ft. of this parcel have been mailed a public notice and a sign has been posted near the parcel.
- **9-5A-1: PURPOSE:**
To preserve appropriate areas for permanent and temporary agricultural and open space areas as defined herein. Uses normally and necessarily related to agriculture are permitted as set forth in the use matrix below and uses adverse to the continuance of agricultural activity are discouraged in general and specifically prohibited only as set forth herein. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)
- **9-5B-1: PURPOSE:**
Kane County continues to grow and increase in economic development. In areas of the county where there is a large amount of land that is zoned agricultural there is very low density and many lands that retain a rural feel along with many traditional agricultural uses. These lands are not suitable to be zoned commercial with the possibility of many varied commercial uses that are much higher in density and come with a much larger impact to the surrounding areas. However, to promote appropriate growth and economic development in these low density rural areas there is a need to allow additional uses beyond what is allowed in the Agricultural Zone. The purpose of the Rural Zone is to allow uses that are similar to the Agricultural Zone but also allow some additional uses for growth and economic development, such as recreation and tourism related uses that are better suited for these rural areas. (Ord. O-2020-14, 6-23-2020)
- Kane County General Plan, Preamble: Given these basic premises, the Kane County Commission will use this Plan to guide land use decisions for the county. Where decisions regarding property rights versus property values are being made, deference shall be given to property rights. This Plan will assure that present and future residents and visitors to Kane County will be housed under safe, sanitary, and attractive conditions. Land uses in the unincorporated county will reflect the intent of the Commission to expect intensive, urban-scale uses and to provide self-supported basic services without county financial support.
- Kane County General Plan, Industrial and Commercial Land Use: **Industrial and commercial land uses are usually located at major highway intersections and near established communities.** Much of the existing commercial and industrial activity has been annexed into adjacent communities.

5. Public Hearing – Zone Change/Ordinance 2024-08: Rogers

An application for a zone change from Agricultural FAA (AG-FAA) to Rural 10 (RU-10), parcels 256-6, 256-7, 256-8 and 256-9 totaling 40 acres, in the Paunsaugunt Ranches Rural Unimproved Subdivision, located off of Lutherwood Road near Tod's Junction and the Oaken Acres Subdivision. Submitted by Bart Battista, Cliffside Engineering PLLC, holding power of attorney.

Bart Battista explained that the applicant wants to build a private disc golf course for the people who stay in the cabins he plans to build. He is requesting the Rural zone because the golf course is a recreational facility. Bart stated that in his current zoning he could have a total of 8 units. His client desires to have 5 centralized cabins to rent to guests and then add a primary residence. He

is also entertaining the idea of some camp sites. Wendy showed that this property is surrounded by AG-FAA and AG zoning. She reminded the Planning Commission of the Hardman zone change that was similar to this request and that zone change was denied. Doug asked about the density in the area. Wendy was not aware of development in this area. Bart stated that there were cabins to the northeast that were used for short term rentals. Commissioner Wade Heaton stated that there are several fulltime residents in the area. Commissioner Heaton gave a history of the Rural Unimproved Subdivision process and explained that it has been abused by people who want to circumvent the subdivision process. He feels we should hold those individuals accountable. He asked the Planning Commission to be consistent with these AG-FAA zone changes. Wendy explained that when a rural unimproved subdivision (RYS) is created the property owner is required to sign and notarize a document saying that if the property is developed they will have to be brought up to the current subdivision standards, meaning all infrastructure will need to be put in. She went on to explain the difference between AG and AG-FAA zoning, stressing that this AG-FAA designation is a zoning designation not a tax designation. Wade noted that other developers in this area are watching what is happening with these rural unimproved subdivisions. He stated that if this is turned over to development others will follow.

Chairman Reese called the commission into public hearing.

(No Comments)

Chairman Reese called the commission out of public hearing.

John is concerned that this zone change will set a precedent for future zone changes. Mason questioned what the down side of this zone change would be if the property owner will be required to bring it up to today's standards. It was determined that Lutherwood Road is a private road the developer would be required to arrange for access to his properties. Wendy reminded the Planning Commission that the question at hand is if the Rural zone belongs in this area. Gwen stressed that the requested use doesn't belong in the area.

MOTION: Gwen Brown made a motion to **recommend denying** the zone change from AG-FAA to RU-10 for parcels 256-6, 256-7, 256-8 and 256-9 and ordinance 0-2024-08 to the County Commission based on the facts and findings as documented in the staff report. Matt Cox seconded the motion.

VOTE: The vote was **unanimous to recommend denial**.

FINDINGS:

- Parcels 256-6, 256-7, 256-8 and 256-9 meet the minimum acreage required to be zoned RU-10. The parcel is currently zoned AG-FAA.
- The developer requests RU-10 zoning which requires a zone change.
- If the zone change is approved all uses contained in the RU-10 uses table will be allowed.
- Surrounding parcels are zoned AG, AG-FAA.
- The parcel would gain access from Highway 89 and Lutherwood Road.

- All property owners within 500 ft. of this parcel have been mailed a public notice and a sign has been posted near the parcel.
- **Agricultural Zone 9-5A-1: PURPOSE:** To preserve appropriate areas for permanent and temporary agricultural and open space areas as defined herein. Uses normally and necessarily related to agriculture are permitted as set forth in the use matrix below and uses adverse to the continuance of agricultural activity are discouraged in general and specifically prohibited only as set forth herein. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)
- **Rural 10 Zone 9-5C-1: PURPOSE:** Kane County continues to grow and increase in economic development. In areas of the county where there is a large amount of land that is zoned agricultural there is very low density and many lands that retain a rural feel along with many traditional agricultural uses. These lands are not suitable to be zoned commercial with the possibility of many varied commercial uses that are much higher in density and come with a much larger impact to the surrounding areas. However, to promote appropriate growth and economic development in these low density rural areas there is a need to allow additional uses beyond what is allowed in the Agricultural Zone. The purpose of the Rural Zone is to allow uses that are similar to the Agricultural Zone but also allow some additional uses for growth and economic development, such as recreation and tourism related uses that are better suited for these rural areas. (Ord. O-2023-03, 1-24-2023)
- **Kane County General Plan, Preamble:** Given these basic premises, the Kane County Commission will use this Plan to guide land use decisions for the county. Where decisions regarding property rights versus property values are being made, deference shall be given to property rights. This Plan will assure that present and future residents and visitors to Kane County will be housed under safe, sanitary, and attractive conditions. Land uses in the unincorporated county will reflect the intent of the Commission to expect intensive, urban-scale uses and to provide self-supported basic services without county financial support.
- **Kane County General Plan, Industrial and Commercial Land Use: Industrial and commercial land uses are usually located at major highway intersections and near established communities.** Much of the existing commercial and industrial activity has been annexed into adjacent communities.

6. Public Hearing – Lot Joinder: Guy

An application to amend a subdivision plat for a lot line adjustment joining lots 57 & 58, becoming new lot 57 consisting of 1.06 acres and vacating (2) 7.5' utility easements, Strawberry Valley Estates, unit 4. Submitted by Mike Stewart, Red Sands Geomatics, holding power of attorney.

Mike Stewart, Red Sands Geomatics, presented the project, stating that this is a standard lot joinder.

Wendy indicated that Shannon and County Engineers have reviewed this project and everything is in order.

Chairman Reese called the commission into public hearing.

(No Comments)

Chairman Reese called the commission out of public hearing.

MOTION: Jeremy Chamberlain made a motion to **recommend approval** to the Kane County Commissioners amending a subdivision plat for a lot joinder and vacating (2) 7.5' utility easements, in Strawberry Valley Estates, Unit 4, lots 57 & 58 becoming new amended lot 57, on behalf of Timothy S. and Jacqueline C. Guy, based on the findings documented in the staff report. Matt Cox seconded the motion.

VOTE: The vote was **unanimous to recommend approval**.

FINDINGS: Amending (joining) the lots and vacating two 7.5-foot public utility easements for the above-stated lots conforms to the standards in Kane County Land Use Ordinance, 9-21E-9, (A-F) and Utah Code Sections §17-27a-201, 202, 206, 208 and §17-27a-608, 609 and 609.5. All requirements have been met. The project has been posted in two public places and on the county and state websites. Notices were mailed out to all property owners within 500 feet of the project. A sign was posted showing the vacating of two 7.5 foot public utility easements. The new lot will retain the Residential ½ zoning (R-1/2). Combining these lots complies with all state and local ordinances.

7. Public Hearing - Amended Plat: Bean/Chournos

An application to vacate, amend and extend a subdivision plat to adjust the lot line between parcel 297-1 in the Square One Rural Unimproved Subdivision and parcel 317-1 in the Johnson Canyon Estates Rural Unimproved subdivision. Submitted by Tom Avant, Iron Rock Group, holding power of attorney.

Tom Avant, Iron Rock Group, presented the project explaining that they are exchanging a small portion of land to allow for a septic tank.

Wendy stated that Shannon and the County Engineer have reviewed this and everything is in order.

Chairman Reese called the commission into public hearing.

(No Comments)

Chairman Reese called the commission out of public hearing.

MOTION: Matt Cox made a motion **recommend approval** to the County Commissioners, Ordinance 2024-09 to amend, extend and vacate amended plats for the Johnson Canyon Estates Platted unimproved Subdivision and the Square One Rural Unimproved Subdivision parcel/lot line adjustment, for parcels 297-1 and 317-1, based on the findings documented in the staff report. Mason Haycock seconded the motion.

VOTE: The vote was **unanimous to recommend approval**.

FINDINGS: The application for Amending, Extending and Vacating the plat of the Johnson Canyon Platted Unimproved Subdivision (PLUS) and Square One Rural Unimproved Subdivision (RUS) complies with Utah State Code unannotated §17-27a-605 (1), (ab)-(i)-(iv). Johnson Canyon Estates, PLUS and Square One RUS both comply with Kane County Land Use Ordinance, Title 9, Chapter 21, Subdivision Regulations, Article E-9. All requirements for rights-of-way and EXISTING easements conform to the standards in the Kane County Land Use Ordinance at the time of the application for the PLUS and RUS process. No easements are being vacated. All notices are in conformance with all standards and notice requirements of §17-27a-202. A notice was posted on two public notice boards at the Kane County courthouse, Utah State website and the Kane County website. A sign was placed on the property being vacated.

- (1) A land use authority shall apply the plain language of land use regulations.
- (2) If a land use regulation does not plainly restrict a land use application, the land use authority shall interpret and apply the land use regulation to favor the land use application.
- (3) A land use decision of a land use authority is an administrative act, even if the land use authority is the legislative body.

Charee explained the funnel down system to our zoning noting that all residential uses are allowed in the AG zone, all AG uses are allowed in the AG-FAA zone, all those uses are allowed in the Rural zone and then all uses are allowed in Commercial zoning. The multi-residential uses are not included in the funnel, being allowed only in the MR and Commercial zones.

Matt Cox made a motion to adjourn. Mason Haycock seconded the motion.
Meeting was adjourned at 8:19 pm.

Land Use Authority Chair
John Reese

Assistant Planning & Zoning Administrator
Wendy Allan

Public Meeting

3. Subdivision: Kanab 600 LLC

An application for the Willow Reserve Estates Phase 1 preliminary plat, creating 20 lots, parcels 4-5-5-2 and 4—5-6-1, located east of Kanab between the Crimson Estates Subdivision and the Palomar Subdivision. Submitted by Kanab 600 LLC.



DRAFT STAFF REPORT

DATE: 4/08/24

PROJECT: An application for the Willow Reserve Estates subdivision, Phase 1 preliminary plat for parcels 4-5-5-2 and 4-5-6-1 with all the feasibility letters, traffic study, and soils report have been submitted, on behalf of Kanab 600, LLC, containing 596.59 acres. The first phase will contain 20 1-acre lots, zoned R-1 for a total of 26.94 acres of the overall development. The entire project will be done in 15 phases. The development agreement has been submitted and will need to be approved along with the preliminary plat

The project site is bounded by Chinle Drive and Mountain View Drive to the north, Palomar Estates to the east and Crimson Estates to the west.

- The development will consist of 419 single family residential units.
- The project is anticipated to be built in several phases. Buildout is anticipated within 10-15 years.
- At full buildout conditions, it is anticipated that the project will generate approximately 3,144 weekday daily trips, including 214 trips in the morning peak hour, and 248 trips in the evening peak hour.
- Certain auxiliary lanes are recommended at different stages in the construction of the project according to the amount and distribution of traffic being generated.
- Red Plateau Road / U.S. 89: EB-to-SB RT lane – Required at approximately 27 units.
- Red Plateau Road / U.S. 89: WB-to-SB LT lane – Dependent on growth of background traffic.
- Vista Avenue / U.S. 89: NB-to-EB RT acceleration lane – Required at approximately 180 units.
- West Project Access / Mountain View Drive: EB-to-SB RT lane – Required at approximately 260 units.
- East Project Access / Mountain View Drive: WB-to-SB LT lane – Required at approximately 314 units.
- Both accesses will be off of Mountain View Drive.

The reason for the Development Agreement and preliminary plat applications is to establish entitlements for all 15 phases and 20 lots in Phase 1.

FINDINGS: The Willow Reserve Estates Preliminary plat and development agreement application conforms to the standards in the Kane County Land Use Ordinance and may be heard by the Land Use Authority. The application and preliminary plat complies with Utah State Code

unannotated §17-27a-601, 603, 604, 604.5, 606, 607 and 608. The preliminary plat complies with the Kane County Land Use Ordinance, Title 9, Chapter 21C and D, Subdivision Regulations. All requirements for rights-of-way and easements conform to the standards in the Kane County Land Use Ordinance requirements and the Kane County Standards Specifications and Drawing Details for Design and Construction, which requires 66 foot rights-of-way. The private roads will be the required 50 ft. wide rights-of-way. All notices are in conformance to the standards and notice requirements of 17-27a-201 & 202. A notice for the public meeting was posted in two public places; notices were mailed out to all affected entities and posted on the Utah State and Kane County websites as a public meeting.

If approved with the conditions listed at the end of this staff report, the application conforms in all material respects with the Kane County Land Use Ordinance and relevant state law. The WRE subdivision is asking for the Development Agreement to be approved as required in Kane County Land Use Ordinance (KCLUO) 9-20-3M conforms to the standards in the KCLUO 9-20-1-7 and 9-21-A-I, and Utah Code Sections §17-27a-201, 202, 206, 208 and §17-27a-608, 609. Utah State Code §17-27a-102 gives Kane County authority to hold public hearings in its legislative discretion which furthers the purposes of the Utah State Code, Kane County General Plan and Kane County Land Use Ordinance.

KCLUO 9-1-7 DEVELOPMENT AGREEMENT: A binding contract between the County and the applicant shall contain those terms and conditions agreed to by the County and the applicant. The Land Use Authority Administrator, the Land Use Authority Commission and/or the Kane County Commission are authorized to negotiate for the County. **Final approval of the agreement is by the Kane County Commission.**

Willow Estates Reserve Development Agreement Clauses:

SECTION 5.5 ON PID Developers will be meeting with Commissioners and Attorney Van Dyke.

7. Section 3.b.iv – The County needs to specifically approve whether they will allow for a 3rd party engineer review.
8. Section 3.c.i – I recommend removal of this section a reference KCLUO Section 9-21I-A, this section duplicates existing County Ordinance.
9. Section 5.a – This section grants all phases the rights of the existing KCLUO. Given the proposed extended timeline of the overall project, I would not recommend vesting the entire project under the current ordinance.
10. Section 5.d – A Body Politic needs to be identified to be responsible and accept dedication of the future sewer system.
 - a. See Comment 5
11. Section 5.e – The County needs to approve that they are proceeding with a PID for this project.
12. Signatures – As listed in item 1, Greg Whitehead is not listed as a Manager for Kanab 600, LLC.
 - a. See Comment

Relevant Laws: (this list is not exhaustive of all laws that govern this development)

STAFF DETERMINATIONS: The applicant has complied with the procedural requirements of Utah State law and Kane County Code. Kane County Engineer, Tom Avant, County engineer has submitted a report with requested changes to the preliminary plat. He recommends conditions be added and revisions. Kane County Land Use Administrator, Shannon McBride, recommends postponing the project to the next meeting when all revisions and documents have been submitted and revised. The preliminary plat complies with Kane County Ordinances and Utah State Code requirements.

CONDITIONS:

1. Prior to any construction or other development activity, Applicant shall submit a complete application for a subdivision and receive approval of a preliminary plat. The development agreement for the subdivision shall contain all conditions and requirements specifically the limitations and conditions set forth in the Preliminary Site Plan ("Willow Reserve").
2. All review revisions will be corrected before the Willow Reserve Estates application can be approved. Tom Avant, will review items to be addressed and corrected before the Willow Reserve Subdivision can move forwards to the Kane County Commission meeting.
3. The deceleration and acceleration lanes will be developed per UDOT suggestions as shown in the Preliminary plat packet. UDOT's suggestions will be adhered to.
4. Applicant shall comply with all mitigations required by the traffic study.

MOTION: I move to **recommend approval/denial to the Kane County Commissioners** of the Willow Reserve Estates Subdivision preliminary plat with the DRAFT development agreement, based on the findings documented in the staff report.

THANK YOU.



WILLOW RESERVE ESTATES

STREET ADDRESS
KANAB, UTAH

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C-501	DETAILS
C-502	DETAILS

FOR REVIEW
NOT FOR CONSTRUCTION

DATE PRINTED
March 25, 2024

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

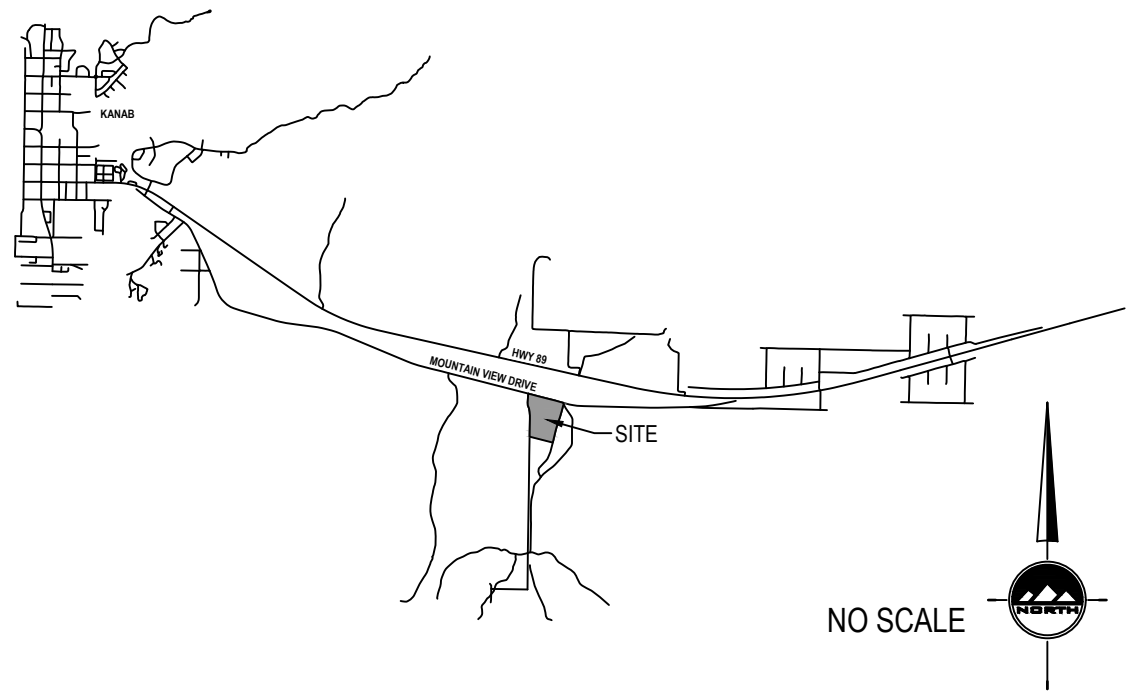
NOTICE TO DEVELOPER/ CONTRACTOR

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

VICINITY MAP



GENERAL NOTES

- ALL WORK SHALL CONFORM TO KANE COUNTY STANDARDS & SPECIFICATIONS.
- CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
- BENCHMARK ELEVATION = NORTHWEST CORNER SECTION 6, T44S, R5W SALT LAKE BASE & MERIDIAN ELEV. = 5030.30.



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LEHI UT 84043

CONTACT:
TRACY STRATTON
PHONE: 702-844-2427

WILLOW RESERVE ESTATES

KANAB, UTAH

COVER

PROJECT NUMBER
11370C

PRINT DATE
2024-03-25

PROJECT MANAGER
KLC

DESIGNED BY
BRR

GENERAL NOTES

- ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: THE DESIGN ENGINEER, KANE COUNTY, KANE COUNTY WATER CONSERVANCY DISTRICT, APWA (CURRENT EDITION), AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.). THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. THE LATEST EDITION OF ALL STANDARDS AND SPECIFICATIONS MUST BE ADHERED TO. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
- CONTRACTOR TO STRICTLY FOLLOW THE MOST CURRENT COPY OF THE SOILS REPORT FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH SOILS REPORT.
- CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFORE SUBMITTING BID.
- CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE CITY, STATE, OR COUNTY REGULATIONS FOR WORKING IN THE PUBLIC WAY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS. WET DOWN DRY MATERIALS AND RUBBISH TO PREVENT BLOWING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES.
- THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.
- ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED, OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
- ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST. PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
- NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.
- EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND/OR UTILITY MAPPING PROVIDED TO THE ENGINEER, AND THEREFORE UTILITIES MAY NOT BE LOCATED CORRECTLY, EITHER HORIZONTALLY OR VERTICALLY, AND MAY NOT BE ALL INCLUSIVE. CONTRACTOR IS REQUIRED TO FOLLOW THE PROCEDURE OUTLINED BELOW:
 - CONTRACTOR IS REQUIRED TO LOCATE AND POT HOLE ALL EXISTING UTILITY LINES (BOTH HORIZONTALLY AND VERTICALLY) THAT AFFECT THE PROJECT CONSTRUCTION, EITHER ON-SITE OR OFF-SITE, AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE DESIGN OF THE SITE AS SHOWN ON THE APPROVED PLANS PRIOR TO ANY CONSTRUCTION. IF IT IS DETERMINED THAT CONFLICTS EXIST BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) THE ENGINEER MUST BE NOTIFIED IMMEDIATELY TO CORRECT THE CONFLICTS BEFORE ANY WORK CAN BEGIN. IF THE CONTRACTOR FAILS TO FOLLOW THIS ABSOLUTE REQUIREMENT AND CONFLICTS ARISE DURING CONSTRUCTION THE CONTRACTOR WILL BEAR THE SOLE RESPONSIBILITY TO FIX THE CONFLICTS.
 - CONTRACTOR IS REQUIRED TO VERIFY THAT PROPER COVER AND PROTECTION OF EXISTING UTILITY LINES IS MAINTAINED OR ATTAINED UNTIL THE DESIGN ONCE VERIFICATION OF THE EXISTING UTILITIES IS COMPLETED AS OUTLINED IN 16.1 ABOVE.
 - IN ADDITION TO 16.1 AND 16.2 ABOVE THE CONTRACTOR WILL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY "POT HOLE" A MINIMUM OF 300 FEET AHEAD OF PROPOSED PIPELINE CONSTRUCTION TO AVOID POTENTIAL CONFLICTS WITH DESIGNED PIPELINE ALIGNMENT AND GRADE AND EXISTING UTILITIES.
 - IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) AS DETERMINED UNDER 16.1, 16.2 OR 16.3 THE CONTRACTOR WILL NOTIFY THE ENGINEER IMMEDIATELY TO RESOLVE THE CONFLICT.
 - IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO IDENTIFY AND/OR "POT HOLE" EXISTING UTILITIES AS REQUIRED IN 16.1, 16.2 AND 16.3 ABOVE, THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.
- ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
- AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
- CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT REQUIRED BY THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
- IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
- WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
- CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED, WHERE NECESSARY. SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR PRIOR TO ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
- WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
- ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE.
- ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL TREES FROM DAMAGE.
- ASPHALT MIX DESIGN MUST BE SUBMITTED AND APPROVED BY THE GOVERNING AGENCY PRIOR TO THE PLACEMENT.
- CONTRACTORS ARE RESPONSIBLE FOR ALL OSHA REQUIREMENTS ON THE PROJECT SITE.
- A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE AS WELL AS A STORM WATER POLLUTION PREVENTION PLAN.

UTILITY NOTES

- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS, CITY AND STATE REQUIREMENTS AND THE MOST RECENT EDITIONS OF THE FOLLOWING: THE INTERNATIONAL PLUMBING CODE, UTAH DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS. THE CONTRACTOR IS REQUIRED TO ADHERE TO ALL OF THE ABOVE-MENTIONED DOCUMENTS UNLESS OTHERWISE NOTED AND APPROVED BY THE ENGINEER.
- CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE & INTERNET SERVICE, GAS SERVICE, CABLE, AND POWER.
- EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS BASED ON ON-SITE SURVEY. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES AT 1-800-662-4111 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
- CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT CONTRACTOR'S EXPENSE.
- TRENCH BACKFILL MATERIAL AND COMPACTION TESTS ARE TO BE TAKEN PER APWA STANDARD SPECIFICATIONS (CURRENT EDITION), SECTION 33 05 20 - BACKFILLING TRENCHES, OR AS REQUIRED BY THE GEOTECHNICAL REPORT IF NATIVE MATERIALS ARE USED. NO NATIVE MATERIALS ARE ALLOWED IN THE PIPE ZONE. THE MAXIMUM LIFT FOR BACKFILLING EXCAVATIONS IS DETERMINED BY THE GEOTECHNICAL RECOMMENDATIONS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES AND FOR THE PROTECTION OF WORKERS.
- THE CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNING ENTITY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE, CAUSED BY ANY CONDITION INCLUDING SETTLEMENT, TO EXISTING UTILITIES FROM WORK PERFORMED AT OR NEAR EXISTING UTILITIES. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE ROADWAY AND UTILITY FACILITIES. DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID FACILITIES.
- ALL WATER LINE AND SEWER LINE INSTALLATION AND TESTING TO BE IN ACCORDANCE WITH LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- ALL MANHOLES, HYDRANTS, VALVES, CLEANOUT BOXES, CATCH BASINS, METERS, ETC. MUST BE RAISED OR LOWERED TO FINAL GRADE PER APWA (CURRENT EDITION) STANDARDS AND INSPECTOR REQUIREMENTS. CONCRETE COLLARS MUST BE CONSTRUCTED ON ALL MANHOLES, CLEANOUT BOXES, CATCH BASINS, AND VALVES PER APWA STANDARDS. ALL MANHOLE, CATCH BASIN, OR CLEANOUT BOX CONNECTIONS MUST BE MADE WITH THE PIPE CUT FLUSH WITH THE INSIDE OF THE BOX AND GROUTED OR SEALED.
- CONTRACTOR SHALL NOT ALLOW ANY GROUNDWATER OR DEBRIS TO ENTER THE NEW OR EXISTING PIPE DURING CONSTRUCTION.
- SILT AND DEBRIS ARE TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
- CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
- EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DETAILED CONDITIONS.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
- ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, EDGE TO EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, CONSTRUCT PER GOVERNING AGENCY'S MINIMUM SEPARATION STANDARDS.
- CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
- ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
- CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

TRAFFIC CONTROL AND SAFETY NOTES

- TRAFFIC CONTROL AND STRIPING TO CONFORM TO THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
- BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT M.U.T.C.D.
- NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE APPROPRIATE AGENCY, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.
- THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.
- DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLATION OF TEMPORARY STREET STRIPING AND REMOVAL OF INTERFERING STRIPING BY SANDBLASTING. THE DETOURING STRIPING PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE GOVERNING AGENCY FOR REVIEW AND APPROVAL.
- ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE GOVERNING AGENCY.
- TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.
- ALL PERMANENT TRAFFIC CONTROL DEVICES CALLED FOR HEREON SHALL BE IN PLACE AND IN FINAL POSITION PRIOR TO ALLOWING ANY PUBLIC TRAFFIC ONTO THE PORTIONS OF THE ROAD(S) BEING IMPROVED HEREUNDER, REGARDLESS OF THE STATUS OF COMPLETION OF PAVING OR OTHER OFF-SITE IMPROVEMENTS CALLED FOR BY THESE PLANS.
- THE CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTAH TRANSIT AUTHORITY (UTA) IF THE CONSTRUCTION INTERRUPTS OR RELOCATES A BUS STOP OR HAS AN ADVERSE EFFECT ON BUS SERVICE ON THAT STREET TO ARRANGE FOR TEMPORARY RELOCATION OF STOP.

DEMOLITION NOTES

- EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND MAY NOT BE LOCATED CORRECTLY AND IS NOT ALL INCLUSIVE. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES WITHIN THE PROJECT LIMITS BEFORE BEGINNING DEMOLITION/CONSTRUCTION.
- THERE MAY BE BURIED UTILITIES WITHIN THE LIMITS OF DISTURBANCE THAT ARE NOT SHOWN ON THE PLANS DUE TO LACK OF MAPPING OR RECORD INFORMATION. CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN UNEXPECTED UTILITIES ARE DISCOVERED.
- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING AND PROTECTING FROM DAMAGE ALL EXISTING UTILITIES AND IMPROVEMENTS WHETHER OR NOT SHOWN ON THESE PLANS. THE FACILITIES AND IMPROVEMENTS ARE BELIEVED TO BE CORRECTLY SHOWN BUT THE CONTRACTOR IS REQUIRED TO SATISFY HIMSELF AS TO THE COMPLETENESS AND ACCURACY OF THE LOCATIONS. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY, OR INDIRECTLY, FROM HIS OPERATIONS, WHETHER OR NOT SAID FACILITIES ARE SHOWN ON THESE PLANS.

GRADING AND DRAINAGE NOTES

- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL RELATED ADDENDUMS.
- THE CONTRACTOR SHALL STRIP AND CLEAR THE TOPSOIL, MAJOR ROOTS AND ORGANIC MATERIAL FROM ALL PROPOSED BUILDING AND PAVEMENT AREAS PRIOR TO SITE GRADING. (THE TOPSOIL MAY BE STOCKPILED FOR LATER USE IN LANDSCAPED AREAS).
- THE CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIALS PRIOR TO PLACING GRADING FILL OR BASE COURSE. THE AREA SHOULD BE PROOF-ROLLED TO IDENTIFY ANY SOFT AREAS. WHERE SOFT AREAS ARE ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE SOIL AND REPLACE WITH COMPACTED FILL.
- ALL DEBRIS PILES AND BERMS SHOULD BE REMOVED AND HAULED AWAY FROM SITE OR USED AS GENERAL FILL IN LANDSCAPED AREAS.
- THE CONTRACTOR SHALL CONSTRUCT THE BUILDING PAD TO THESE DESIGN PLANS AS PART OF THE SITE GRADING CONTRACT, AND STRICTLY ADHERE TO THE SITE PREPARATION AND GRADING REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT.
- THE CONTRACTOR SHALL GRADE THE PROJECT SITE TO PROVIDE A SMOOTH TRANSITION BETWEEN NEW AND EXISTING ASPHALT, CURB AND GUTTER, AND ADJOINING SITE IMPROVEMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND DEBRIS ON ADJACENT STREETS WHEN EQUIPMENT IS TRAVELING THOSE STREETS.
- THE CONTRACTOR SHALL BE FAMILIAR WITH ALL CONDITIONS AND RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT AND TAKE ALL NECESSARY PRECAUTIONS AND RECOMMENDED PROCEDURES TO ASSURE SOUND GRADING PRACTICES.
- THE CONTRACTOR SHALL TAKE APPROPRIATE GRADING MEASURES TO DIRECT STORM SURFACE RUNOFF TOWARDS CATCH BASINS.
- THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON ON-SITE SURVEY. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN THE LIMITS OF THIS PROJECT AND THE RELATED OFF-SITE WORK, SO AS TO GENERATE THE DESIRED SUBGRADE, FINISH GRADES, AND SLOPES SHOWN.
- THE CONTRACTOR IS WARNED THAT AN EARTHWORK BALANCE WAS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL REQUIRED OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS BECOMES THE RESPONSIBILITY OF THE CONTRACTOR.
- THE GRADING CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH THE OWNER TO PROVIDE FOR THE REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ASSOCIATED PERMIT. ALL CONTRACTOR ACTIVITIES 1 ACRE OR MORE IN SIZE ARE REQUIRED TO PROVIDE A STORM WATER POLLUTION PREVENTION PLAN.
- ALL CUT AND FILL SLOPES SHALL BE PROTECTED UNTIL EFFECTIVE EROSION CONTROL HAS BEEN ESTABLISHED.
- THE USE OF POTABLE WATER WITHOUT A SPECIAL PERMIT FOR BUILDING OR CONSTRUCTION PURPOSES INCLUDING CONSOLIDATION OF BACKFILL OR DUST CONTROL IS PROHIBITED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WATER FROM GOVERNING AGENCY.
- THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHT-OF-WAYS IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY-OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE, AND USABLE CONDITION.

ABBREVIATIONS

APWA	AMERICAN PUBLIC WORKS ASSOCIATION
AR	ACCESSIBLE ROUTE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWWA	AMERICAN WATER WORKS ASSOCIATION
BS	BOTTOM OF STEP
BVC	BEGIN VERTICAL CURVE
C	CURVE
CB	CATCH BASIN
CF	CURB FACE OR CUBIC FEET
CL	CENTER LINE
CO	CLEAN OUT
COMM	COMMUNICATION
CONC	CONCRETE
CONT	CONTINUOUS
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
ELEC	ELECTRICAL
ELEV	ELEVATION
EDA	EDGE OF ASPHALT
EVC	END OF VERTICAL CURVE
EW	EACH WAY
EXIST	EXISTING
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE OR FLANGE
GB	GRADE BREAK
GF	GARAGE FLOOR
GV	GATE VALVE
HC	HANDICAP
HP	HIGH POINT
IRR	IRRIGATION
K	RATE OF VERTICAL CURVATURE
LD	LAND DRAIN
LF	LINEAR FEET
LP	LOW POINT
MEX	MATCH EXISTING
MH	MANHOLE
MJ	MECHANICAL JOINT
NG	NATURAL GROUND
NC	NOT IN CONTRACT
NO	NUMBER
OC	ON CENTER
OCEW	ON CENTER EACH WAY
OHP	OVERHEAD POWER
PC	POINT OF CURVATURE OR PRESSURE CLASS
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
PV	POST INDICATOR VALVE
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PRO	PROPOSED
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
R	RADIUS
RD	ROOF DRAIN
ROW	RIGHT OF WAY
S	SLOPE
SAN SWR	SANITARY SEWER
SD	STORM DRAIN
SEC	SECONDARY
SS	SANITARY SEWER
STA	STATION
SW	SECONDARY WATER LINE
TBC	TOP BACK OF CURB
TG	TOP OF GRATE
TOA	TOP OF ASPHALT
TOC	TOP OF CONCRETE
TOF	TOP OF FOUNDATION
TOW	TOP OF WALL
TOS	TOP OF STEP
TYP	TYPICAL
VC	VERTICAL CURVE
WIV	WALL INDICATOR VALVE
W	WATER LINE

NOTE: MAY CONTAIN ABBREVIATIONS THAT ARE NOT USED IN THIS PLAN SET.

LEGEND

	SECTION CORNER		EXISTING EDGE OF ASPHALT
	EXISTING MONUMENT		PROPOSED EDGE OF ASPHALT
	PROPOSED MONUMENT		EXISTING STRIPING
	EXISTING REBAR AND CAP		PROPOSED STRIPING
	SET ENSIGN REBAR AND CAP		EXISTING FENCE
	EXISTING WATER METER		EXISTING FENCE
	PROPOSED WATER METER		EXISTING FLOW LINE
	EXISTING WATER MANHOLE		PROPOSED FLOW LINE
	PROPOSED WATER MANHOLE		GRADE BREAK
	EXISTING WATER BOX		EXISTING STORM DRAIN LINE
	EXISTING WATER VALVE		PROPOSED STORM DRAIN LINE
	PROPOSED WATER VALVE		ROOF DRAIN LINE
	EXISTING FIRE HYDRANT		CATCHMENTS
	PROPOSED FIRE HYDRANT		HIGHWATER LINE
	PROPOSED FIRE DEPARTMENT CONNECTION		EXISTING SANITARY SEWER
	EXISTING SECONDARY WATER VALVE		PROPOSED SANITARY SEWER LINE
	PROPOSED SECONDARY WATER VALVE		PROPOSED SAN. SWR. SERVICE LINE
	EXISTING IRRIGATION BOX		EXISTING LAND DRAIN LINE
	EXISTING IRRIGATION VALVE		PROPOSED LAND DRAIN LINE
	PROPOSED IRRIGATION VALVE		PROPOSED LAND DRAIN SERVICE LINE
	EXISTING SANITARY SEWER MANHOLE		EXISTING CULINARY WATER LINE
	PROPOSED SANITARY SEWER MANHOLE		PROPOSED CULINARY WATER LINE
	EXISTING SANITARY CLEAN OUT		PROPOSED CULINARY WATER SERVICE LINE
	EXISTING STORM DRAIN CLEAN OUT BOX		EXISTING SECONDARY WATER LINE
	PROPOSED STORM DRAIN CLEAN OUT BOX		PROPOSED SEC. WATER SERVICE LINE
	EXISTING STORM DRAIN INLET BOX		EXISTING IRRIGATION LINE
	EXISTING STORM DRAIN CATCH BASIN		PROPOSED IRRIGATION LINE
	PROPOSED STORM DRAIN CATCH BASIN		EXISTING OVERHEAD POWER LINE
	EXISTING STORM DRAIN COMBO BOX		PROPOSED STORM DRAIN COMBO BOX
	EXISTING STORM DRAIN CLEAN OUT		EXISTING ELECTRICAL LINE
	EXISTING STORM DRAIN CULVERT		EXISTING GAS LINE
	PROPOSED STORM DRAIN CULVERT		EXISTING TELEPHONE LINE
	PROPOSED STORM DRAIN CULVERT		ACCESSIBLE ROUTE
	TEMPORARY SAG INLET PROTECTION		SAW CUT LINE
	TEMPORARY IN-LINE INLET PROTECTION		STRAW WATTLE
	ROOF DRAIN		TEMPORARY BERM
	EXISTING ELECTRICAL MANHOLE		TEMPORARY SILT FENCE
	EXISTING ELECTRICAL BOX		LIMITS OF DISTURBANCE
	EXISTING TRANSFORMER		PROPOSED WALL
	EXISTING UTILITY POLE		EXISTING CONTOURS
	EXISTING LIGHT		PROPOSED CONTOURS
	PROPOSED LIGHT		BUILDABLE AREA WITHIN SETBACKS
	EXISTING GAS METER		PUBLIC DRAINAGE EASEMENT
	EXISTING GAS MANHOLE		EXISTING ASPHALT TO BE REMOVED
	EXISTING GAS VALVE		PROPOSED ASPHALT
	EXISTING TELEPHONE MANHOLE		EXISTING CURB AND GUTTER
	EXISTING TELEPHONE BOX		PROPOSED CURB AND GUTTER
	EXISTING TRAFFIC SIGNAL BOX		PROPOSED REVERSE PAN CURB AND GUTTER
	EXISTING CABLE BOX		TRANSITION TO REVERSE PAN CURB
	EXISTING BOLLARD		CONCRETE TO BE REMOVED
	PROPOSED BOLLARD		EXISTING CONCRETE
	EXISTING SIGN		PROPOSED CONCRETE
	PROPOSED SIGN		BUILDING TO BE REMOVED
	EXISTING SPOT ELEVATION		EXISTING BUILDING
	PROPOSED SPOT ELEVATION		PROPOSED BUILDING
	EXISTING FLOW DIRECTION		
	EXISTING TREE		
	DENSE VEGETATION		

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PHILO VENTURES
2901 BUEGRASS BLVD SUITE #410
LEHI UT 84043

CONTACT:
TRACY STRATTON
PHONE: 702-844-2427

WILLOW RESERVE ESTATES

KANAB, UTAH

GENERAL NOTES

PROJECT NUMBER 11370C	PRINT DATE 2024-03-25
PROJECT MANAGER KLC	DESIGNED BY BRR

C-001

811

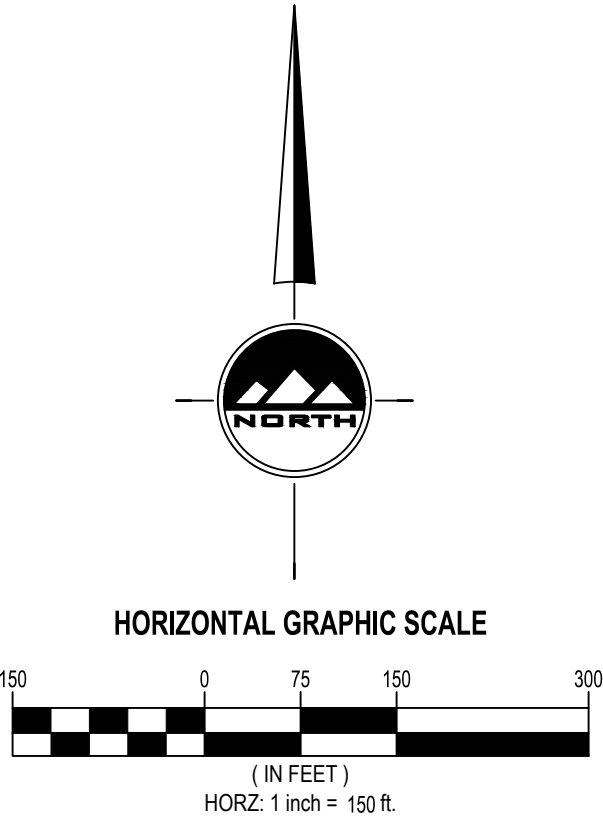
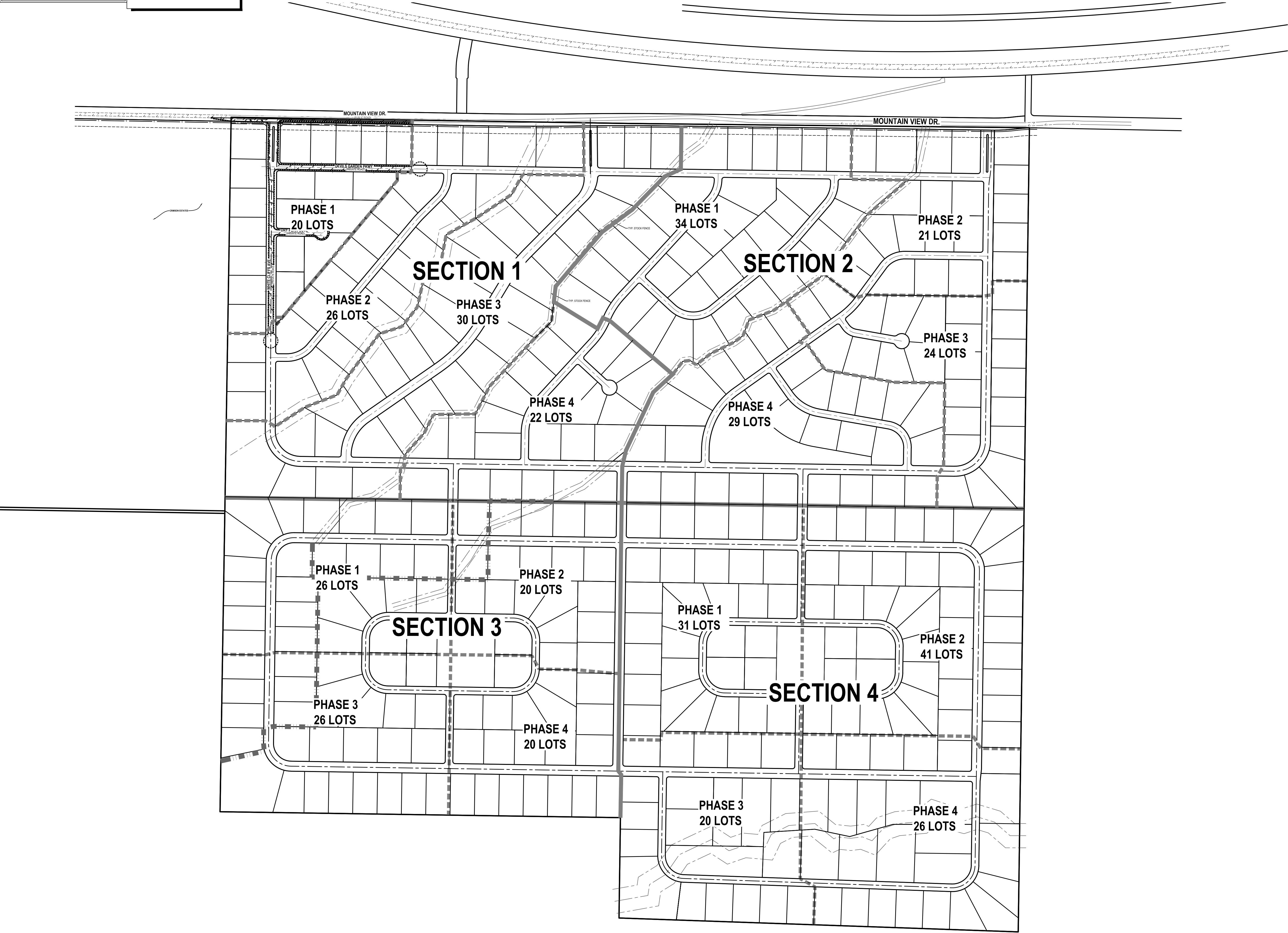
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BENCHMARK

NORTHWEST CORNER OF SECTION 6,
TOWNSHIP 44 SOUTH, RANGE 5 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 5030.30'



EN SIGN

THE STANDARD IN ENGINEERING

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WILLOW RESERVE ESTATES

KANAB, UTAH

OVERALL MASTER
PLAN

PROJECT NUMBER
11370C

PROJECT MANAGER
KLC

PRINT DATE
2024-03-25

DESIGNED BY
BRR

C-002

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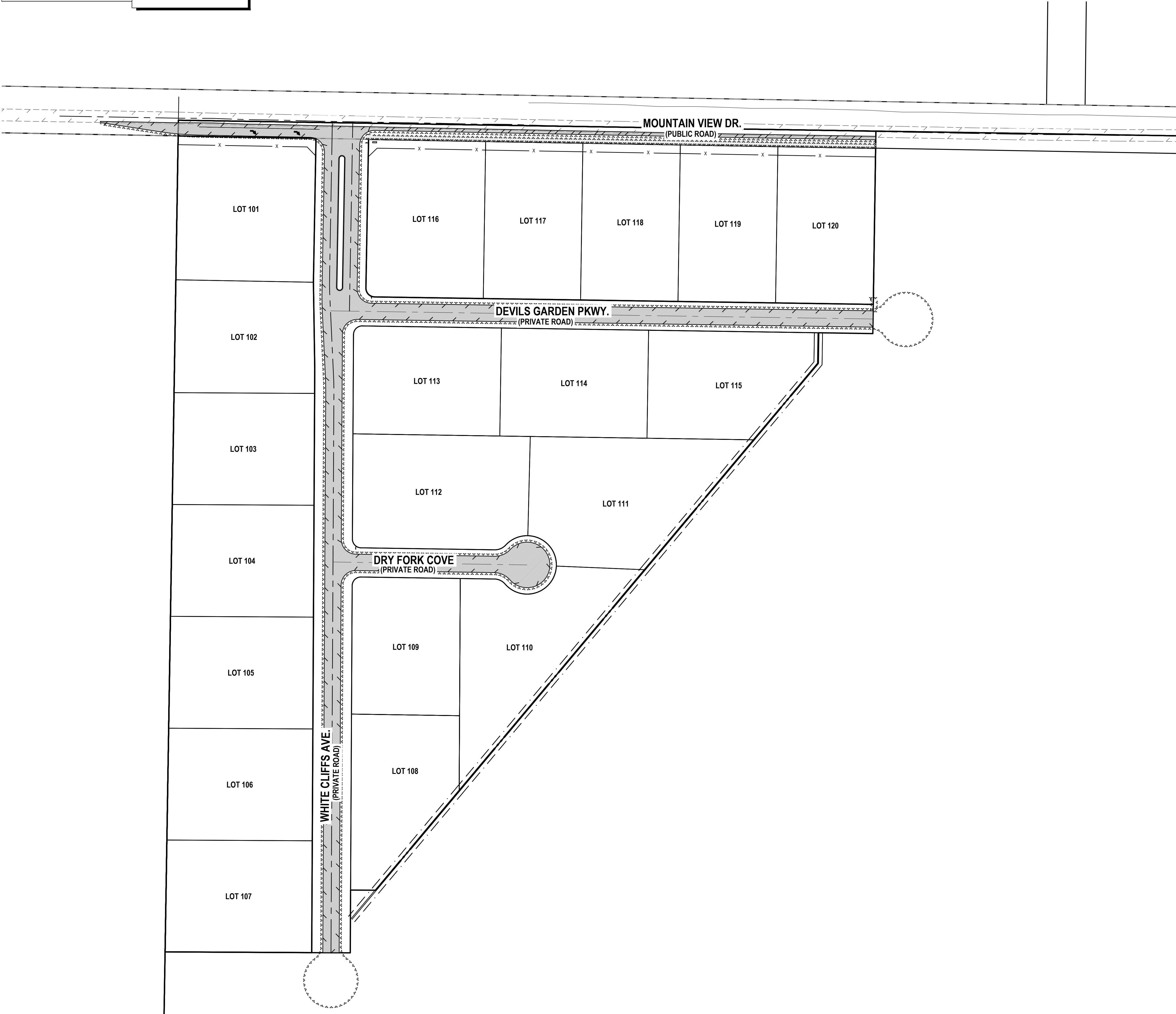
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WILLOW RESERVE ESTATES

KANAB, UTAH

SITE PLAN

PROJECT NUMBER 11370C	PRINT DATE 2024-03-25
PROJECT MANAGER KLC	DESIGNED BY BRR

C-100

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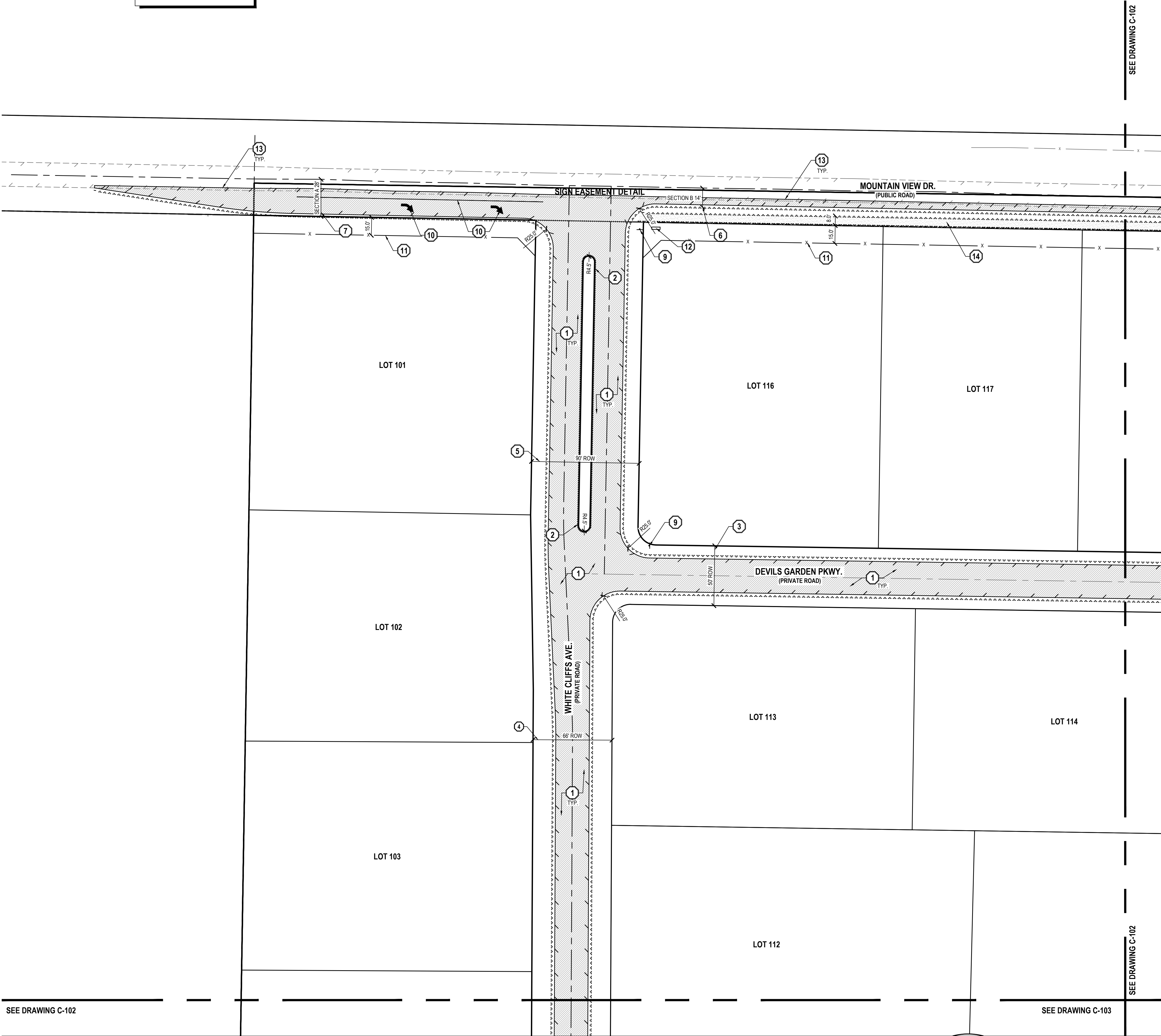
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BENCHMARK

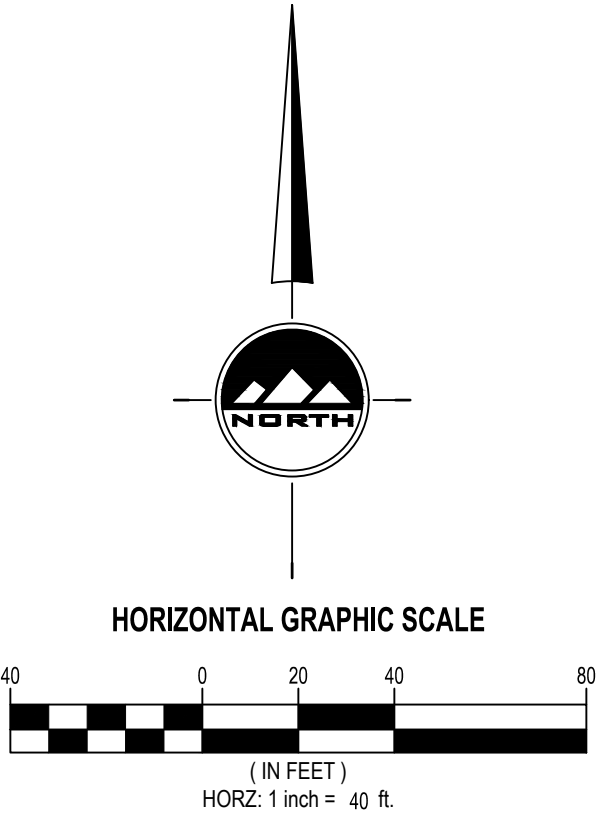
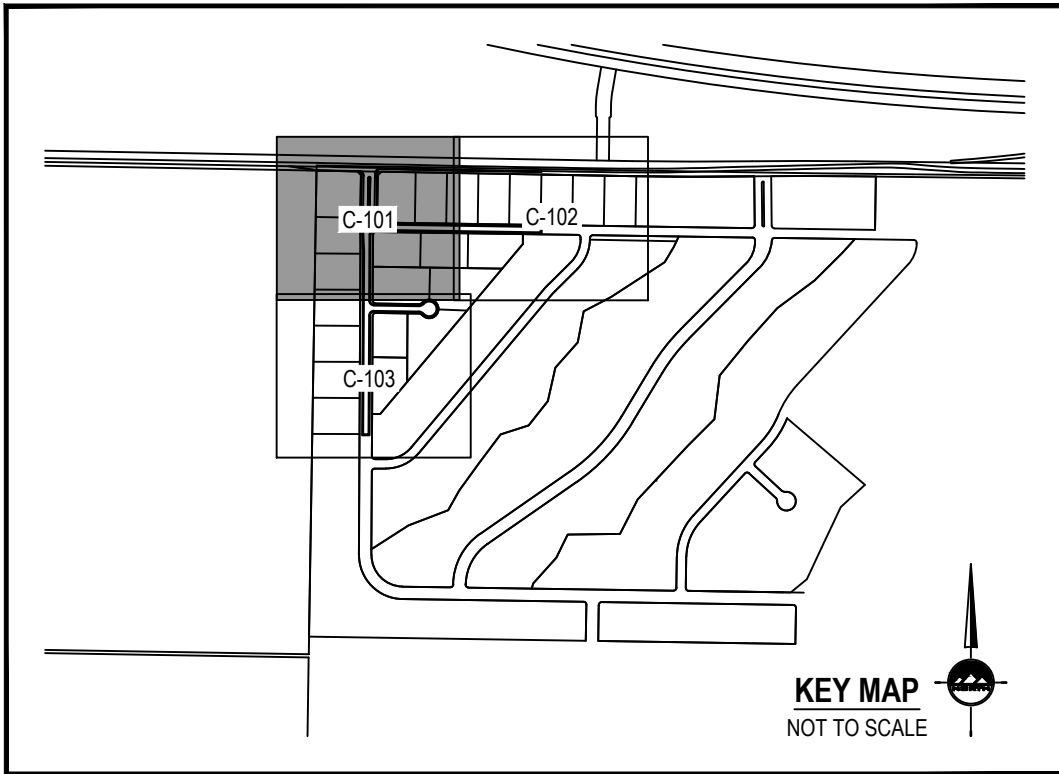
NORTHWEST CORNER OF SECTION 6,
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- SCOPE OF WORK:**
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- ASPHALT PAVEMENT PER GEOTECHNICAL REPORT AND DETAIL 7/C-500.
 - 6" TYPE 1" LANDSCAPE CURB PER KANE COUNTY STANDARDS AND SPECIFICATIONS. SEE DETAIL 8/C-500.
 - 50' ROW PER DETAIL 1/C-500.
 - 66' ROW PER DETAIL 2/C-500.
 - 90' ROW PER DETAIL 3/C-500.
 - SECTION B: ROAD WIDENING IMPROVEMENTS PER DETAIL 4/C-500.
 - SECTION A: ROAD WIDENING IMPROVEMENTS W/ TURN LANE PER DETAIL 5/C-500.
 - STREET LIGHTS: HOODED DARK SKY COMPLIANT (REFER TO NOTE 8 ABOVE).
 - "STOP" SIGN AND STREET SIGN PER M.U.T.C.D. STANDARD PLANS AND KANE COUNTY STANDARDS AND SPECIFICATIONS FOR PLACEMENT. PER DETAIL 9/C-500.
 - PAVEMENT STRIPING AND TURN ARROW PER UDOT STANDARDS AND SPECIFICATIONS.
 - INSTALL WOOD POLE OR SPLIT RAIL FENCE PER DETAIL 8/C-501.
 - SUBDIVISION MONUMENT SIGN.
 - SAW CUT 2" EDGE OF EXISTING PAVEMENT TO PROVIDE A CLEAN EDGE FOR THE TRANSITION BETWEEN EXISTING AND PROPOSED ASPHALT PAVEMENT.
 - 4" COMPACTED BASE COURSE WALKING PATH PER DETAIL 5/C-502.
 - 6" COMPACTED BASE COURSE TEMPORARY TURN-A-ROUND PER DETAIL 6/C-502.
 - USPS 10X10 PAD FOR MAIL DELIVERY COLLECTION BOX UNITS.



WILLOW RESERVE ESTATES

KANAB, UTAH

SITE PLAN

PROJECT NUMBER
11370C

PRINT DATE
2024-03-25

PROJECT MANAGER
KLC

DESIGNED BY
BRR

C-101

SEE DRAWING C-101

LOT 118

LOT 119

LOT 120

LOT 115

LOT 111

MOUNTAIN VIEW DR.
(PUBLIC ROAD)

DEVILS GARDEN PKWY.
(PRIVATE ROAD)

SECTION B 14

15.0'

8.0'

1

3

6

11

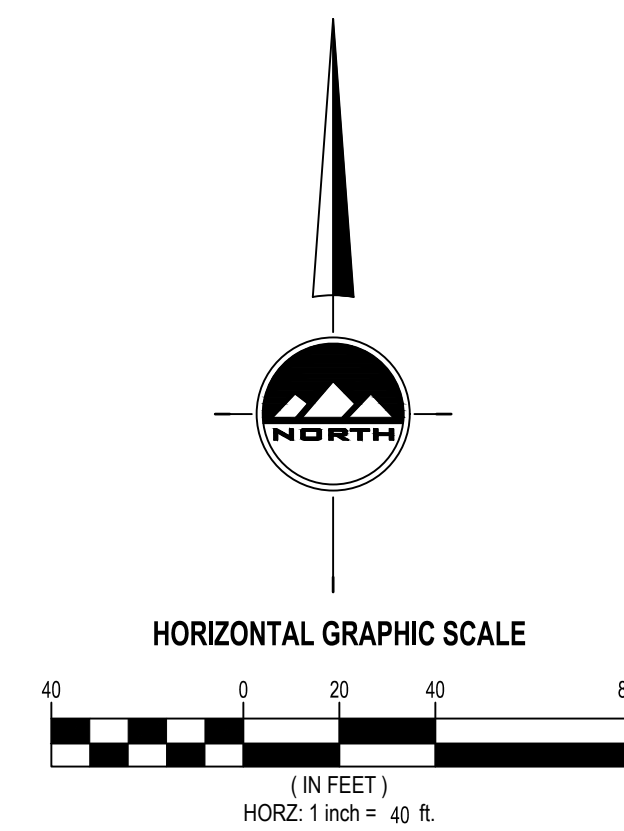
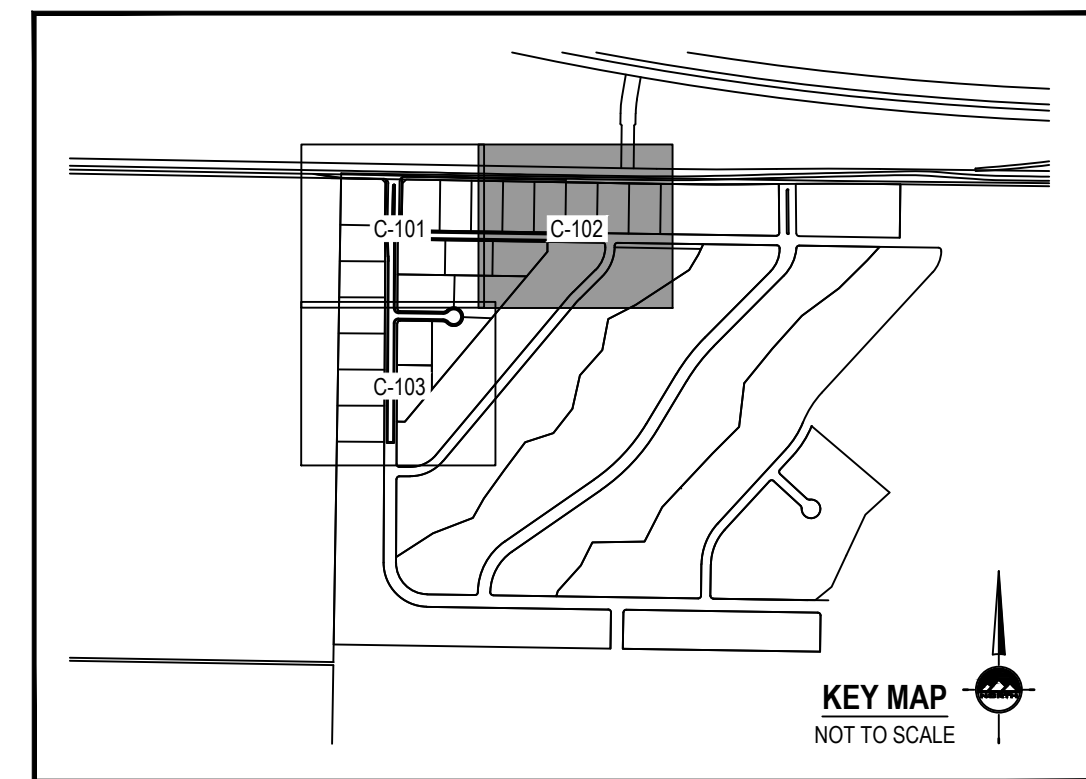
13 TYP.

14

15

16

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 - 4 66' ROW PER DETAIL 2/C-500
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WILLOW RESERVE ESTATES

KANAB, UTAH

SITE PLAN

PROJECT NUMBER
11370C

PRINT DATE
2024-03-25

PROJECT MANAGER
KLC

DESIGNED BY
BRR

C-102

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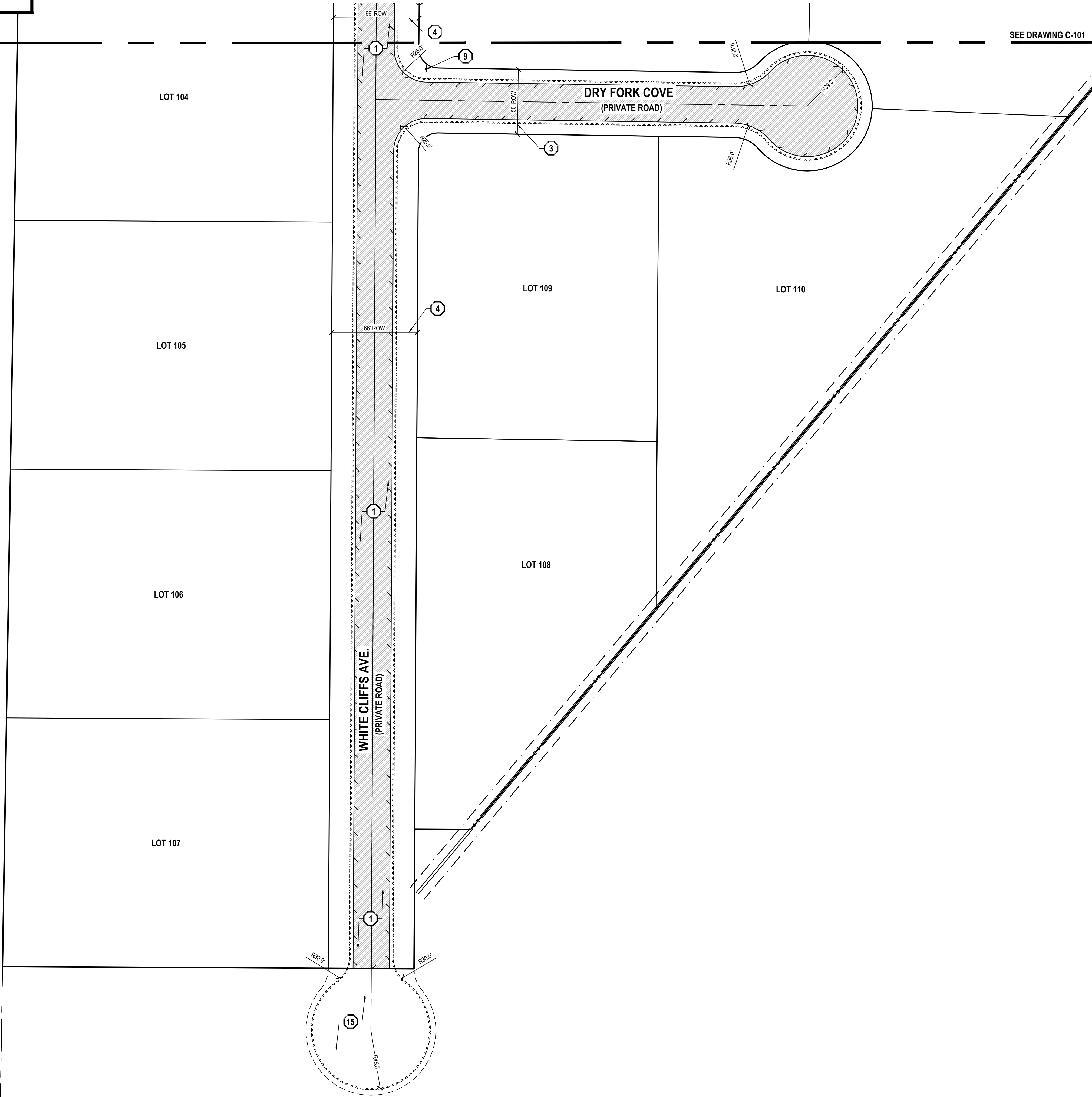
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SALT LAKE BASE AND MERIDIAN

ELEV = 5030.30'

SEE DRAWING C-101



SEE DRAWING C-101

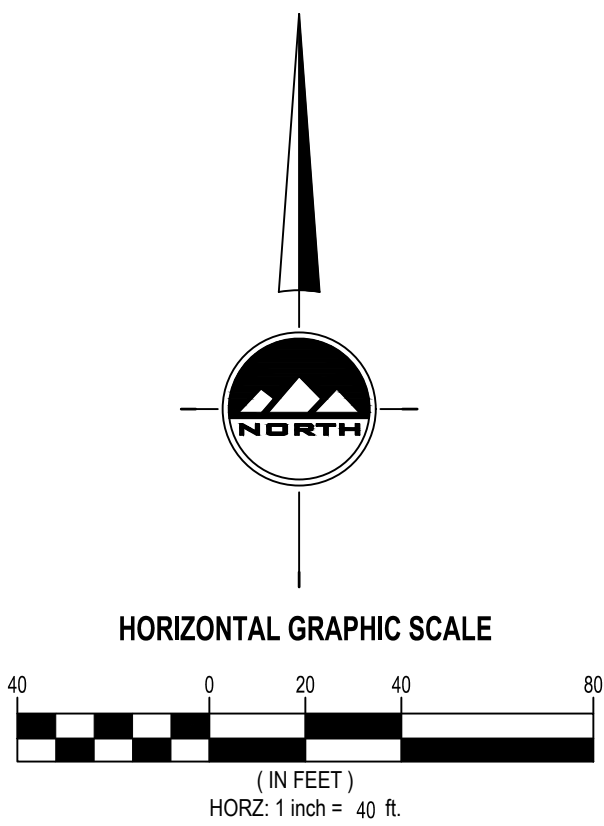
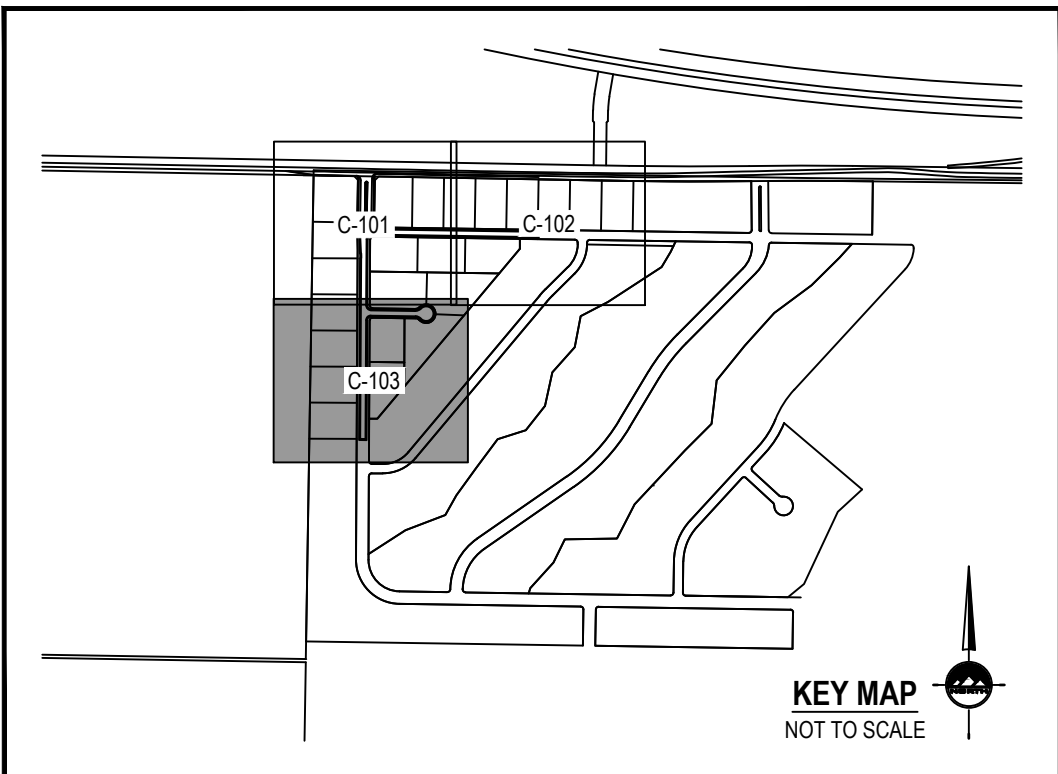
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- 66' ROW PER DETAIL 2/C-500
- 90' ROW PER DETAIL 3/C-500
- SECTION B: ROAD WIDENING IMPROVEMENTS PER DETAIL 4/C-500
- SECTION A: ROAD WIDENING IMPROVEMENTS W/ TURN LANE PER DETAIL 5/C-500
- STREET LIGHTS: HOODED DARK SKY COMPLIANT (REFER TO NOTE 8 ABOVE)
- "STOP" SIGN AND STREET SIGN PER M.U.T.C.D. STANDARD PLANS AND KANE COUNTY STANDARDS AND SPECIFICATIONS FOR PLACEMENT. PER DETAIL 9/C-500
- PAVEMENT STRIPING AND TURN ARROW PER UDOT STANDARDS AND SPECIFICATIONS
- INSTALL WOOD POLE OR SPLIT RAIL FENCE PER DETAIL 8/C-501
- SUBDIVISION MONUMENT SIGN
- SAW CUT 2' EDGE OF EXISTING PAVEMENT TO PROVIDE A CLEAN EDGE FOR THE TRANSITION BETWEEN EXISTING AND PROPOSED ASPHALT PAVEMENT
- 4" COMPACTED BASE COURSE WALKING PATH PER DETAIL 5/C-502
- 6" COMPACTED BASE COURSE TEMPORARY TURN-A-ROUND PER DETAIL 6/C-502
- USPS 10X10 PAD FOR MAIL DELIVERY COLLECTION BOX UNITS



WILLOW RESERVE ESTATES

KANAB, UTAH

SITE PLAN

PROJECT NUMBER
11370C

PRINT DATE
2024-03-25

PROJECT MANAGER
KLC

DESIGNED BY
BRR

C-103

EN SIGN

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PHILO VENTURES

2901 BUEGRASS BLVD SUITE #410

LEHI UT 84043

CONTACT:

TRACY STRATTON

PHONE: 702-844-2427

811

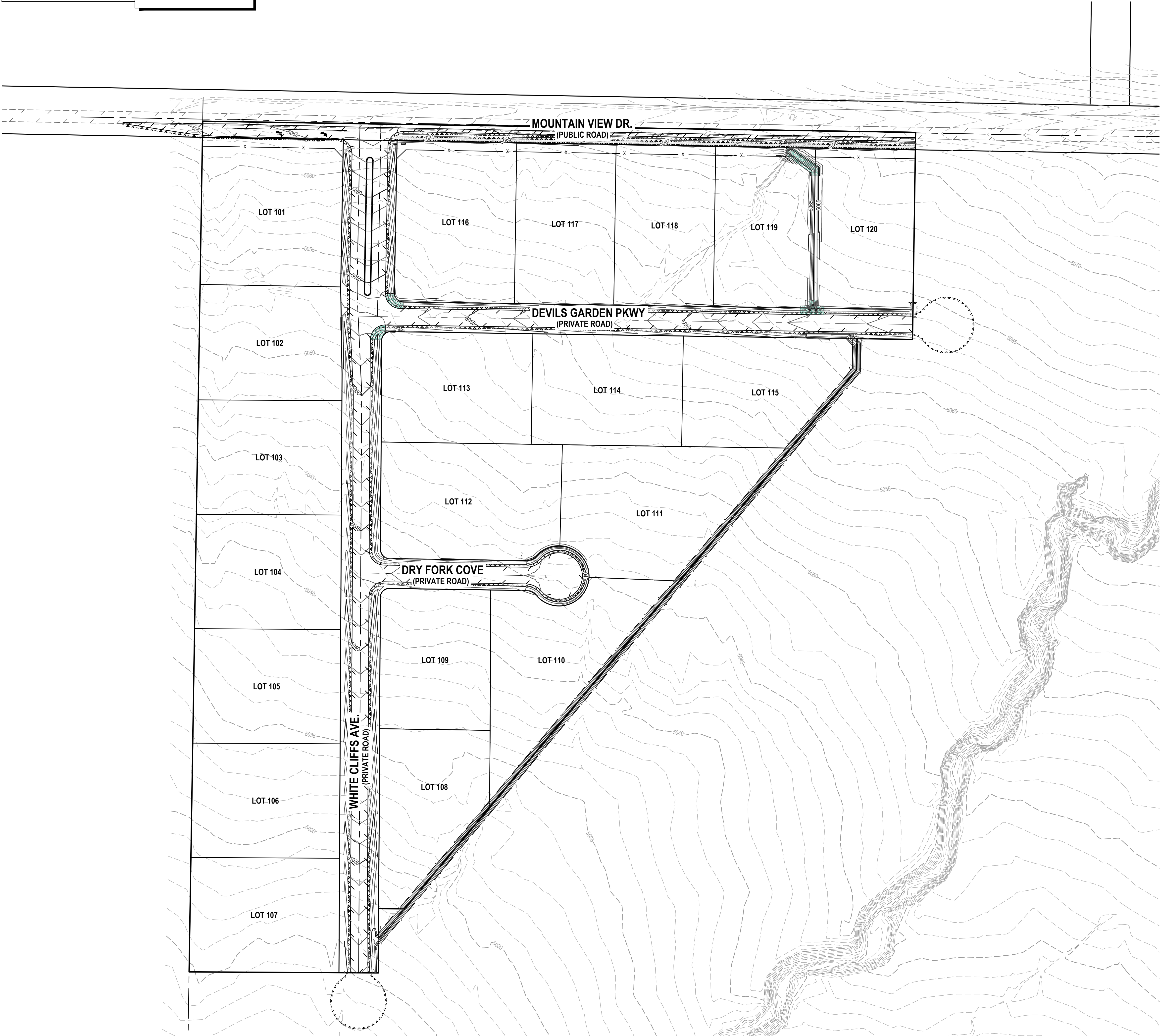
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PRIOR TO THE
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CONSTRUCTION.

BENCHMARK

NORTHWEST CORNER OF SECTION 6,
TOWNSHIP 44 SOUTH, RANGE 5 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 5030.30'



- GENERAL NOTES
1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.

2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.

3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.

4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.

5. ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XX.XX REPRESENTS AN ELEVATION OF 48XX.XX ON THESE PLANS.

6. LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.

7. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.

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WILLOW RESERVE ESTATES

KANAB, UTAH

OVERALL
GRADING AND DRAINAGE

PROJECT NUMBER
11370C

PRINT DATE
2024-03-25

PROJECT MANAGER
KLC

DESIGNED BY
BRR

C-200

811

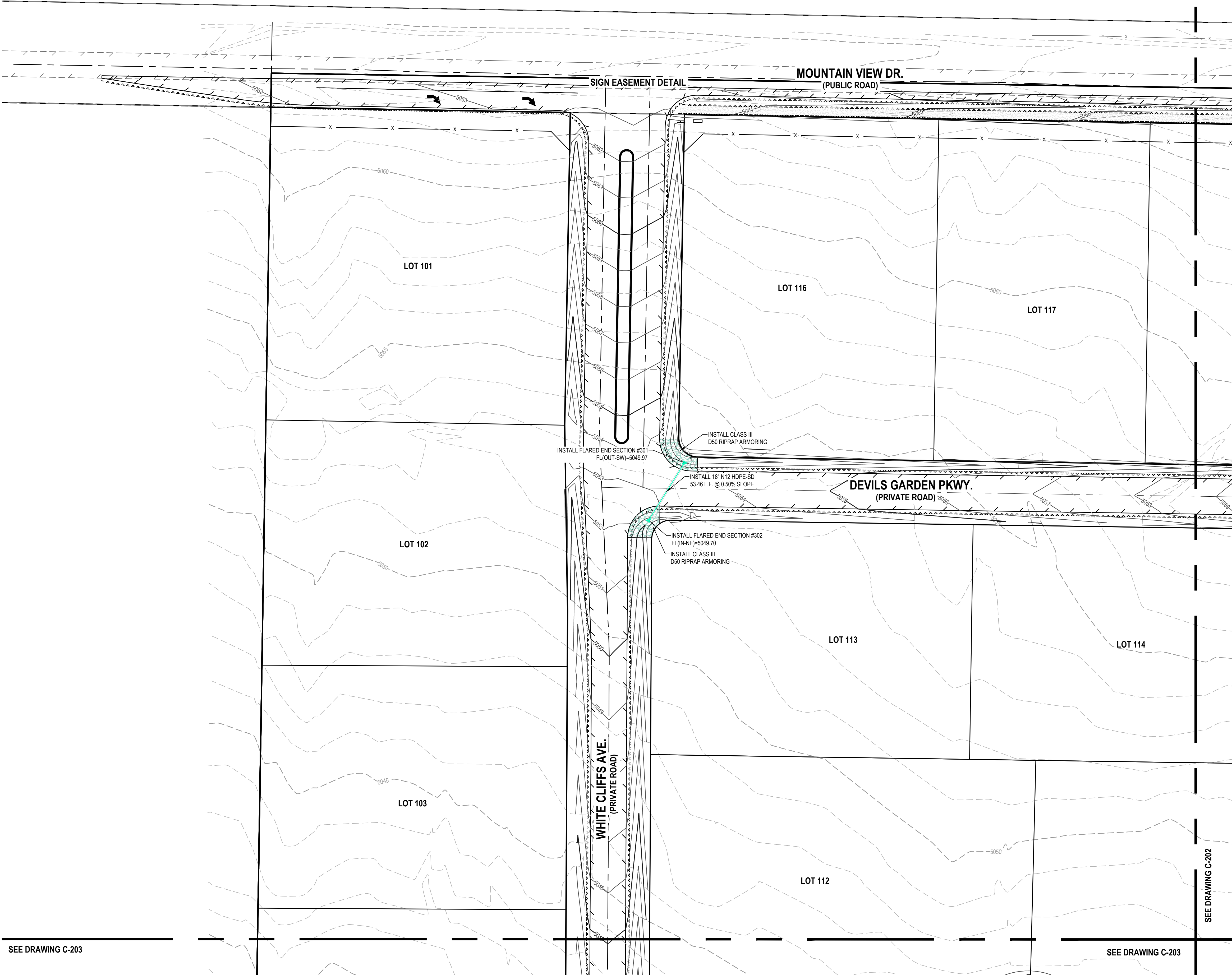
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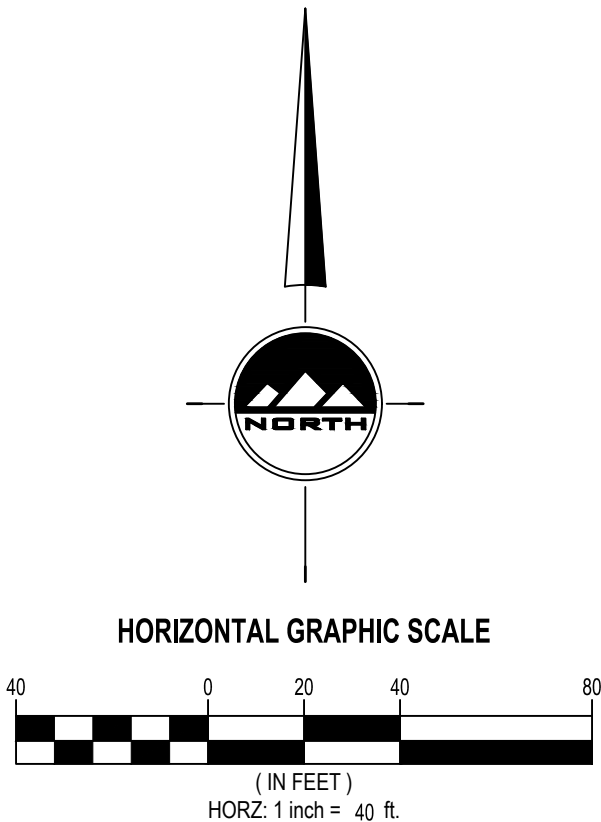
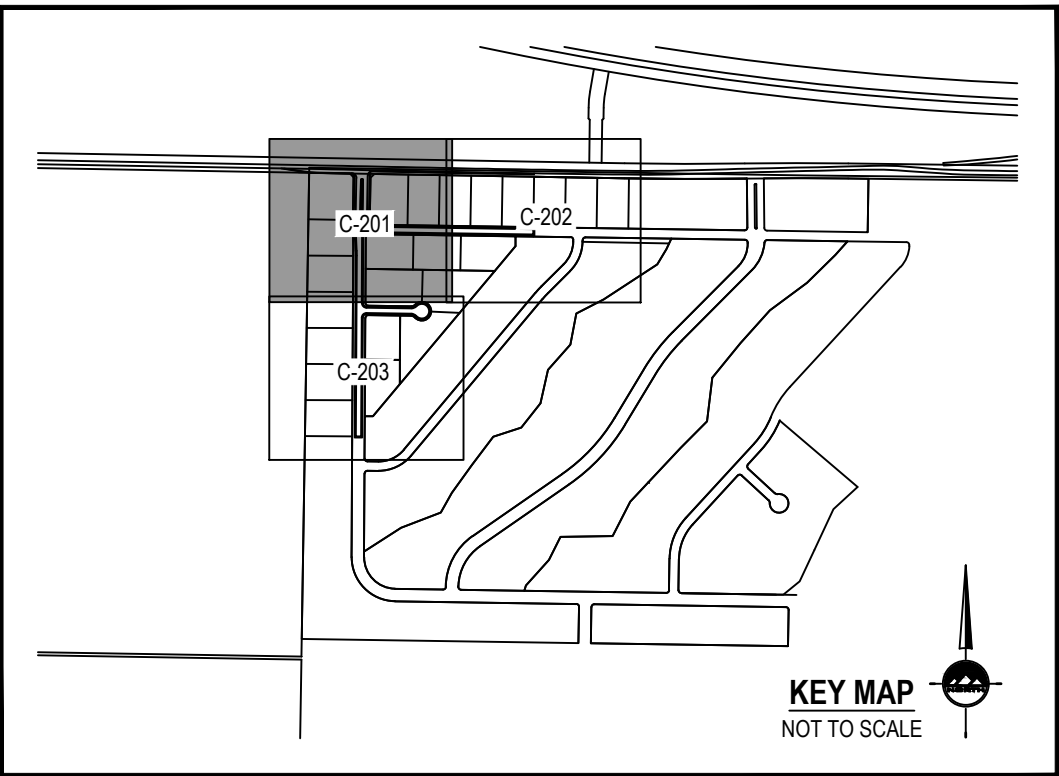
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WILLOW RESERVE ESTATES

KANAB, UTAH

GRADING AND
DRAINAGE PLAN

PROJECT NUMBER
11370C

PROJECT MANAGER
KLC

PRINT DATE
2024-03-25

DESIGNED BY
BRR

C-201

811

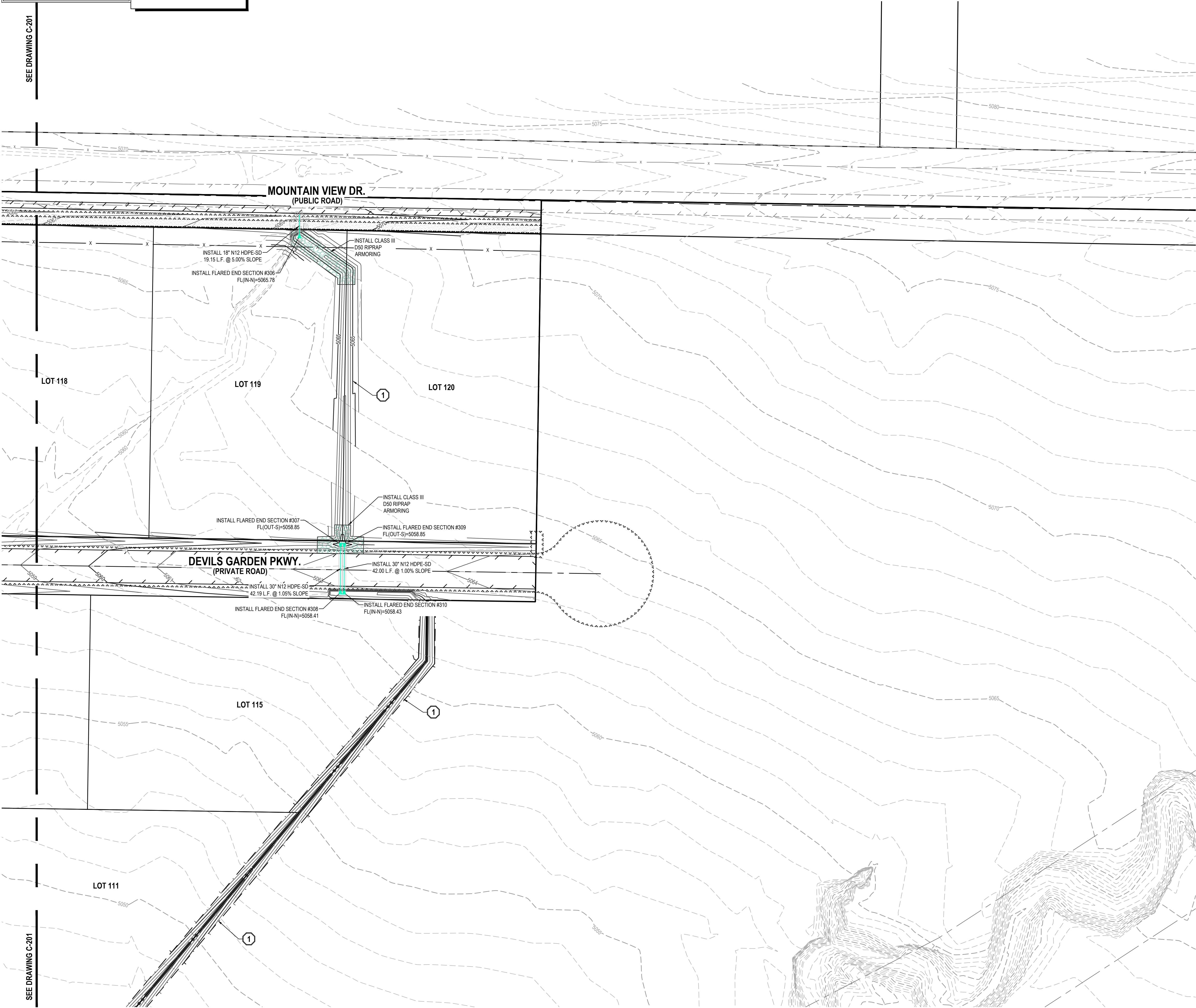
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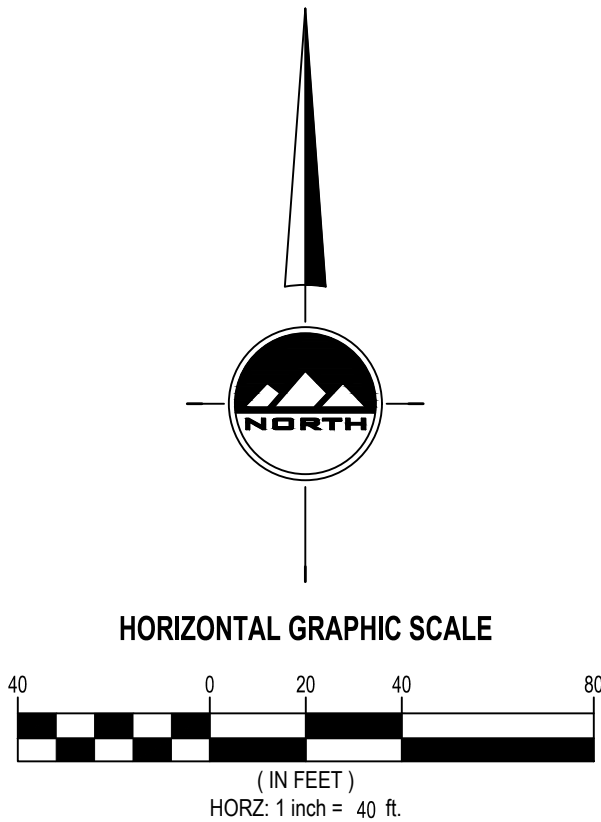
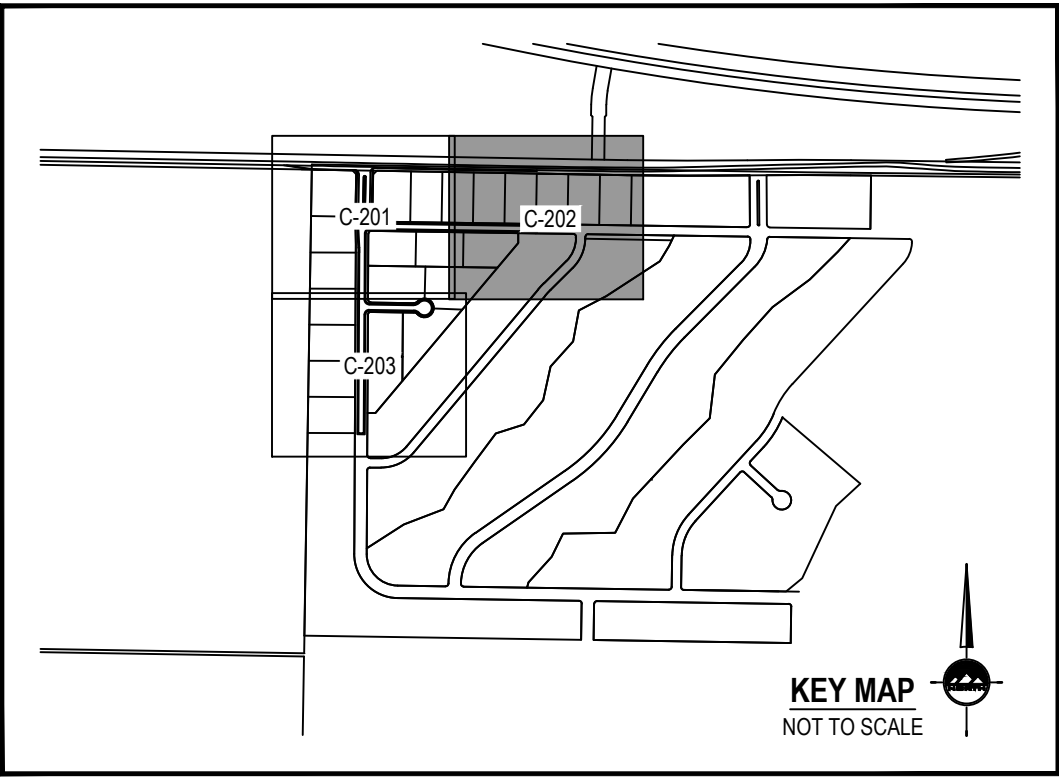


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SCOPE OF WORK:
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

① INSTALL OPEN CHANNEL DRAINAGE DITCH PER DETAIL 7/C-502



WILLOW RESERVE ESTATES

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FOR:
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2901 BUEGRASS BLVD SUITE #410
LEHI UT 84043

CONTACT:
TRACY STRATTON
PHONE: 702-844-2427

GRADING AND
DRAINAGE PLAN

PROJECT NUMBER
11370C
PROJECT MANAGER
KLC

PRINT DATE
2024-03-25
DESIGNED BY
BRR

C-202



- SCOPE OF WORK:**
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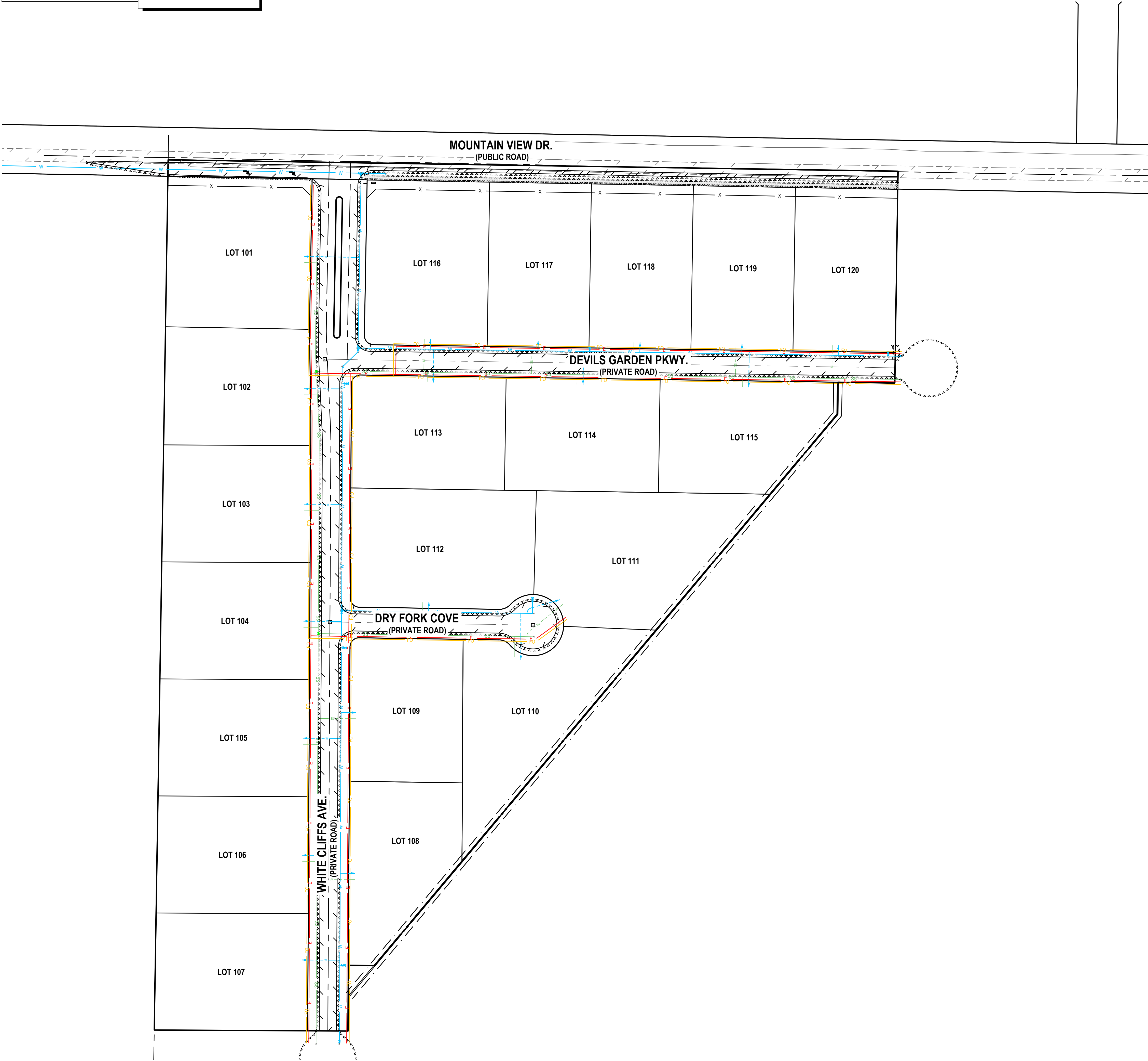
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BENCHMARK

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- ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY STANDARD PLANS AND SPECIFICATIONS.
- ALL WATER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
- DEFLECT OR LOOP ALL WATERLINES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
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PHONE: 702-844-2427

WILLOW RESERVE ESTATES

KANAB, UTAH

OVERALL
UTILITY PLAN

PROJECT NUMBER 11370C	PRINT DATE 2024-03-25
PROJECT MANAGER KLC	DESIGNED BY BRR

C-300

811

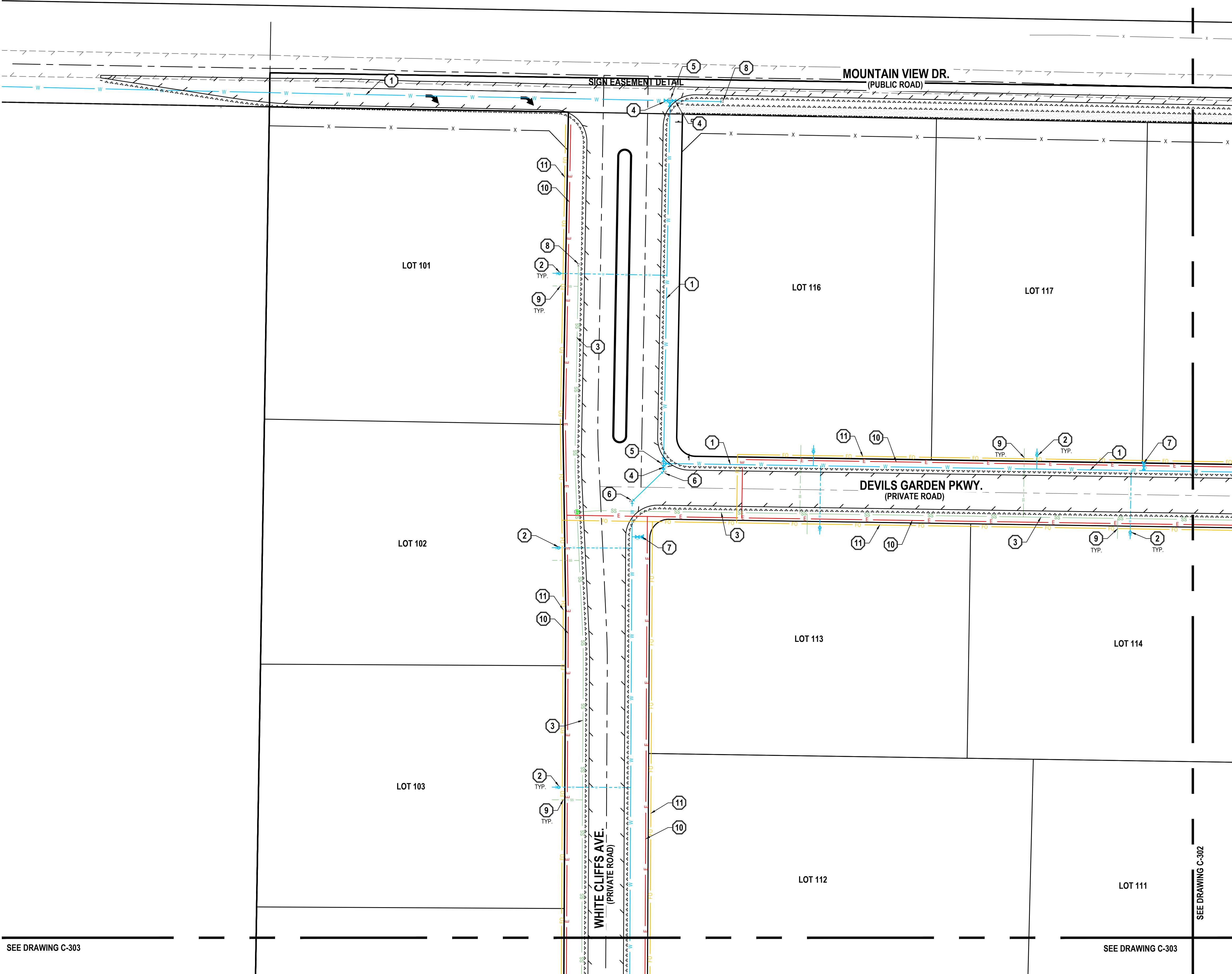
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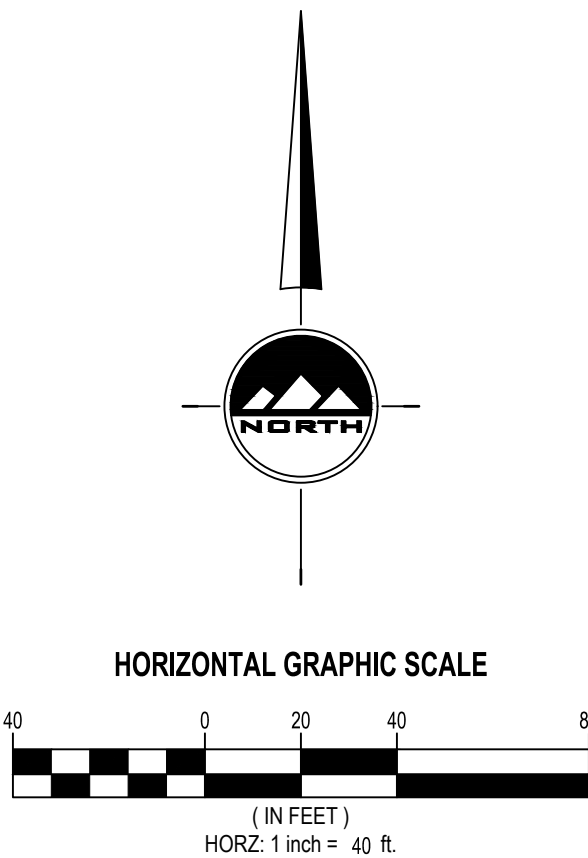
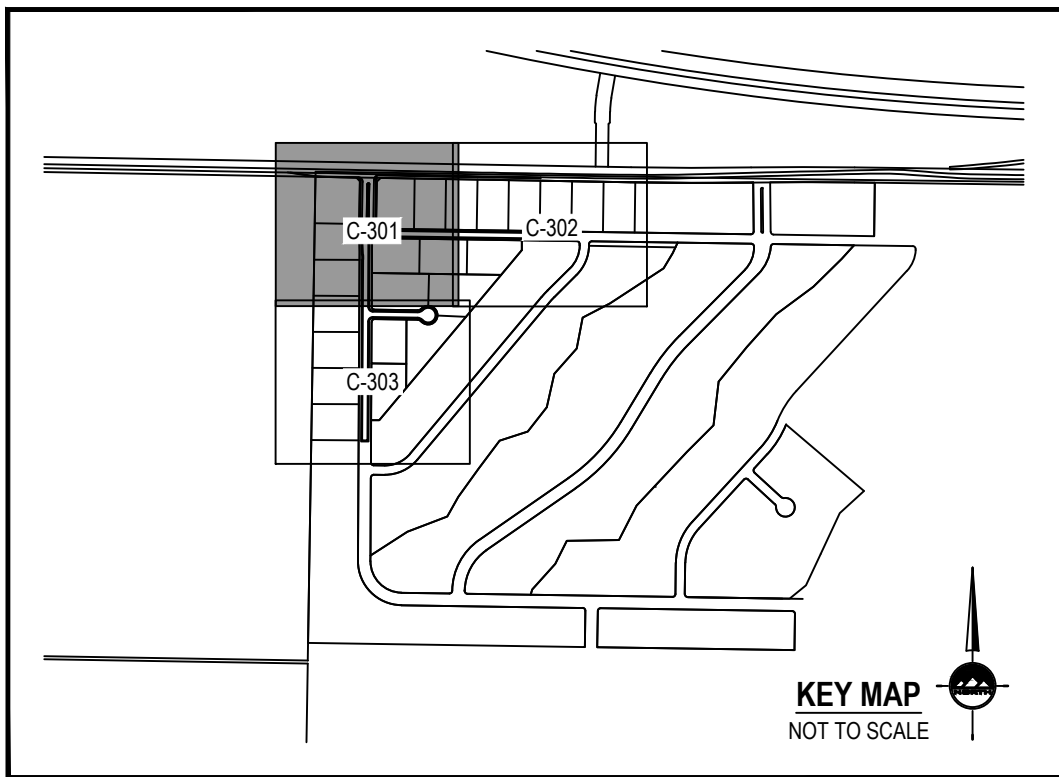
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- 8" C-900 DR-21 PVC WATER LINE PER KANE COUNTY WATER CONSERVANCY DISTRICT STANDARDS AND SPECIFICATIONS. PER DETAIL 12/C-500
- 1" CULINARY WATER CONNECTION PER KCWCD STANDARDS AND SPECIFICATIONS. PER DETAILS 1 AND 3/C-501
- FUTURE 3" DR-11 HDPE SANITARY SEWER LINE PER KCWCD STANDARDS AND SPECIFICATIONS. TRENCHING PER DETAIL 12/C-500
- INSTALL 8" GATE VALVE PER KCWCD STANDARDS AND SPECIFICATIONS. PER DETAIL 7/C-501
- INSTALL 8" TEE PER KCWCD STANDARDS AND SPECIFICATIONS. PER DETAIL 4/C-501
- INSTALL 8" 45° BEND W/ THRUST BLOCK PER KCWCD STANDARDS AND SPECIFICATIONS. PER DETAIL 4/C-501
- FIRE HYDRANT ASSEMBLY PER KCWCD STANDARDS AND SPECIFICATIONS. PER DETAIL 2/C-501
- PLUG, CAP, AND MARK FOR FUTURE CONNECTION.
- FUTURE 1" SDR-35 PVC SANITARY SEWER LATERAL, INCLUDING CLEANOUTS AT MAXIMUM 100-FOOT SPACING, PER KCWCD STANDARDS AND SPECIFICATIONS. LENGTH AND SLOPE PER PLAN, PER DETAIL 10 AND 11/C-500
- INSTALL ELECTRICAL LINE PER GARKANE POWER STANDARDS AND SPECIFICATIONS. CONTRACTOR TO COORDINATE WITH GARKANE POWER FOR INSTALLATION AND INSPECTIONS.
- INSTALL FIBER OPTIC LINE PER SOUTH CENTRAL COMMUNICATIONS STANDARDS AND SPECIFICATIONS. CONTRACTOR TO COORDINATE WITH SOUTH CENTRAL COMMUNICATIONS FOR INSTALLATION AND INSPECTIONS



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LEHI UT 84043

CONTACT:
TRACY STRATTON
PHONE: 702-844-2427

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KANAB, UTAH

UTILITY PLAN

PROJECT NUMBER
11370C
PROJECT MANAGER
KLC

PRINT DATE
2024-03-25
DESIGNED BY
BRR

C-301

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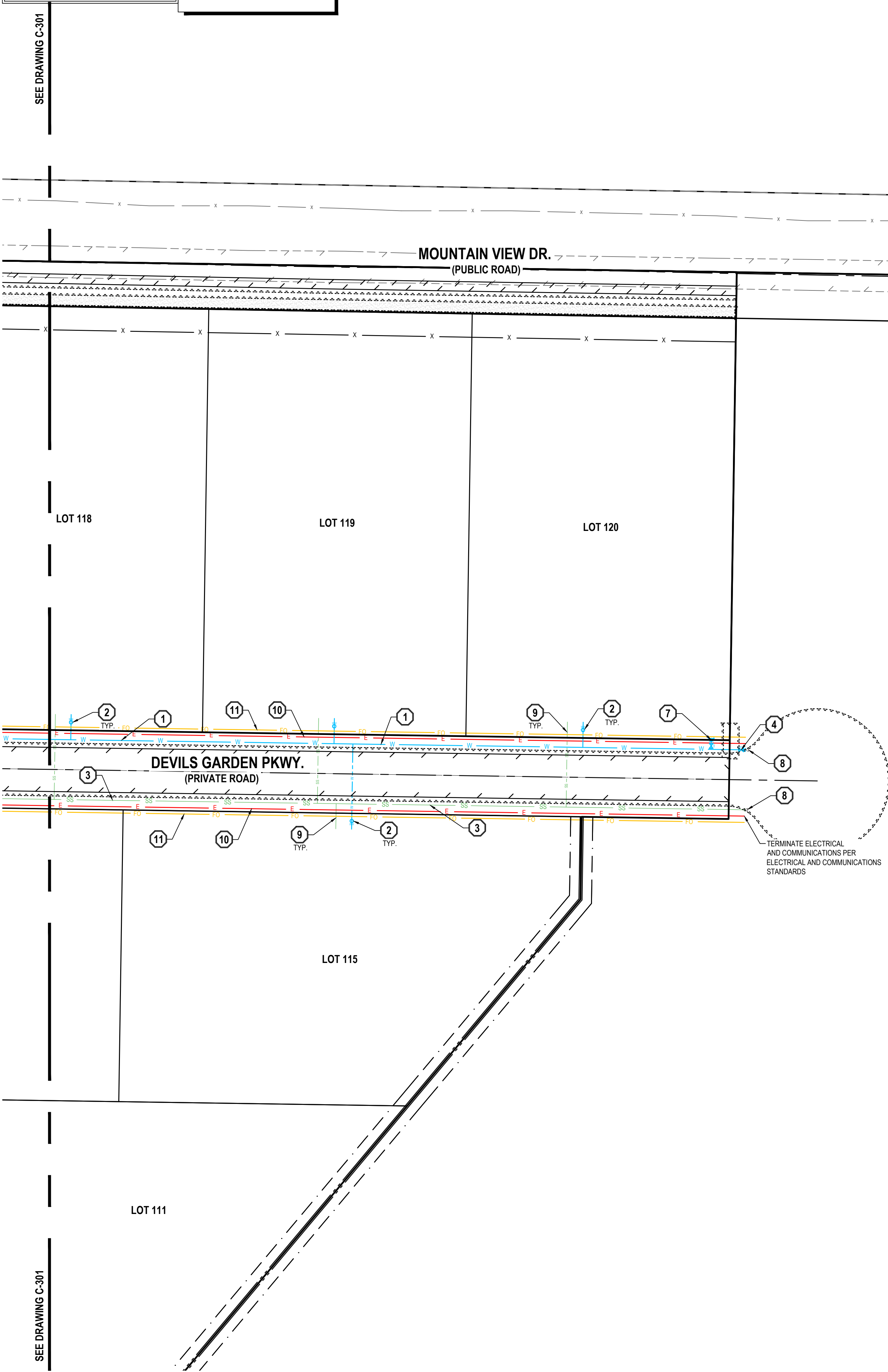
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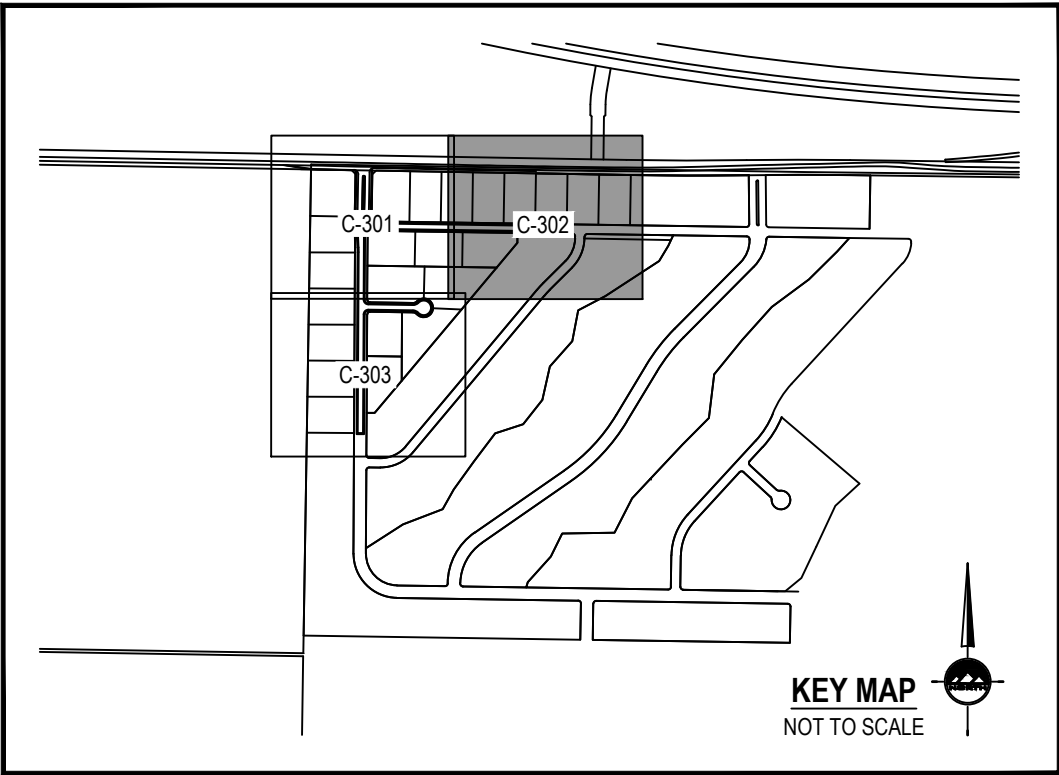
NORTHWEST CORNER OF SECTION 6,
TOWNSHIP 44 SOUTH, RANGE 5 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 5030.30'



- GENERAL NOTES**
- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 - EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
 - ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY STANDARD PLANS AND SPECIFICATIONS.
 - ALL WATER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
 - DEFLECT OR LOOP ALL WATER LINES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
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- SCOPE OF WORK:**
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 8" C-900 DR-21 PVC WATER LINE PER KANE COUNTY WATER CONSERVANCY DISTRICT STANDARDS AND SPECIFICATIONS. PER DETAIL 12/C-500
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 - INSTALL 8" GATE VALVE PER KCWCD STANDARDS AND SPECIFICATIONS. PER DETAIL 7/C-501
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 - INSTALL 8" 45° BEND W/ THRUST BLOCK PER KCWCD STANDARDS AND SPECIFICATIONS. PER DETAIL 4/C-501
 - FIRE HYDRANT ASSEMBLY PER KCWCD STANDARDS AND SPECIFICATIONS. PER DETAIL 2/C-501
 - PLUG, CAP, AND MARK FOR FUTURE CONNECTION.
 - FUTURE 1" SDR-35 PVC SANITARY SEWER LATERAL, INCLUDING CLEANOUTS AT MAXIMUM 100-FOOT SPACING, PER KCWCD STANDARDS AND SPECIFICATIONS. LENGTH AND SLOPE PER PLAN. PER DETAIL 10 AND 11/C-500
 - INSTALL ELECTRICAL LINE PER GARKANE POWER STANDARDS AND SPECIFICATIONS. CONTRACTOR TO COORDINATE WITH GARKANE POWER FOR INSTALLATION AND INSPECTIONS.
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UTILITY PLAN

PROJECT NUMBER
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PRINT DATE
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PROJECT MANAGER
KLC

DESIGNED BY
BRR

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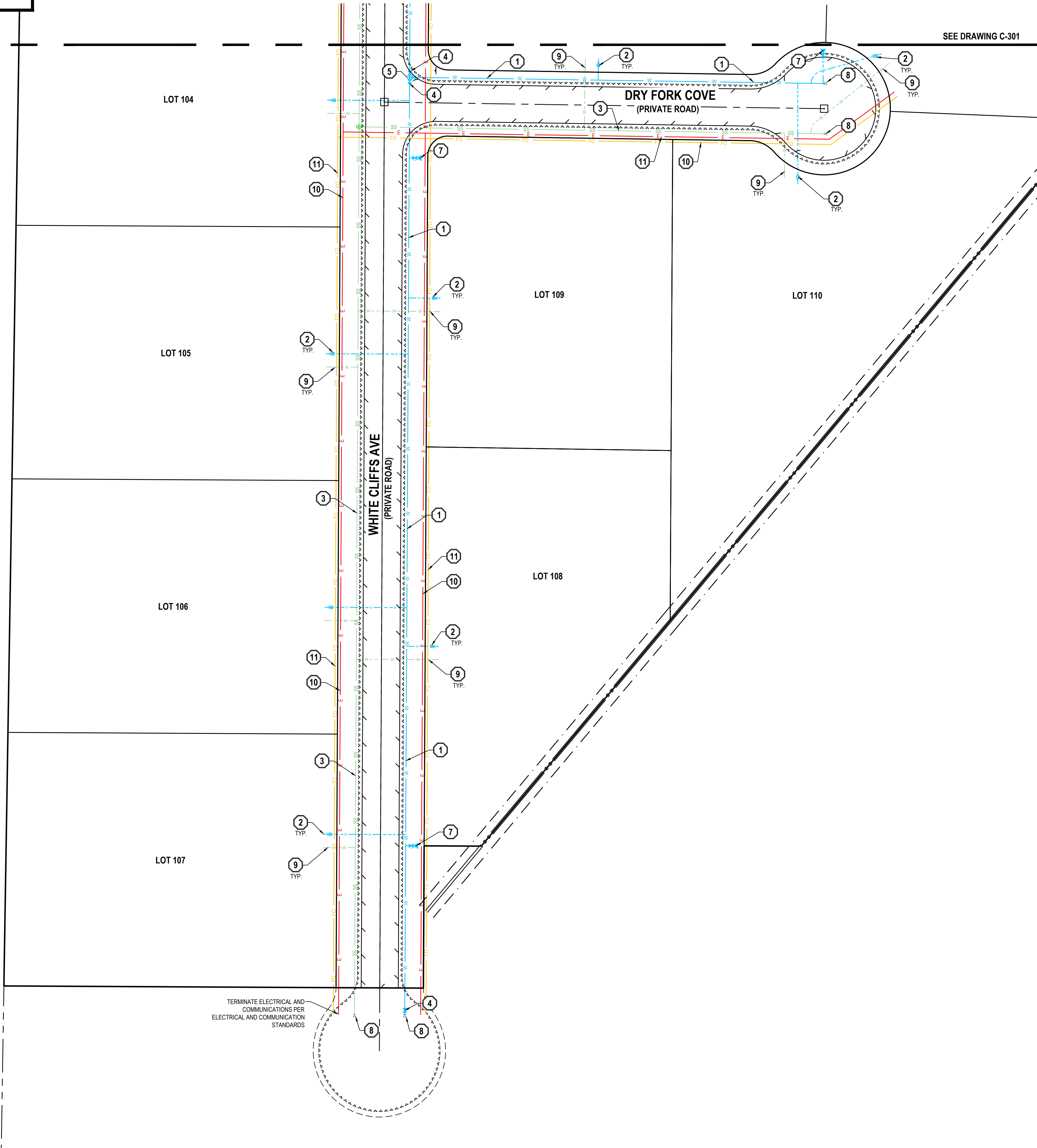
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BENCHMARK

NORTHWEST CORNER OF SECTION 6,
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SALT LAKE BASE AND MERIDIAN

ELEV = 5030.30'

SEE DRAWING C-301



SEE DRAWING C-301

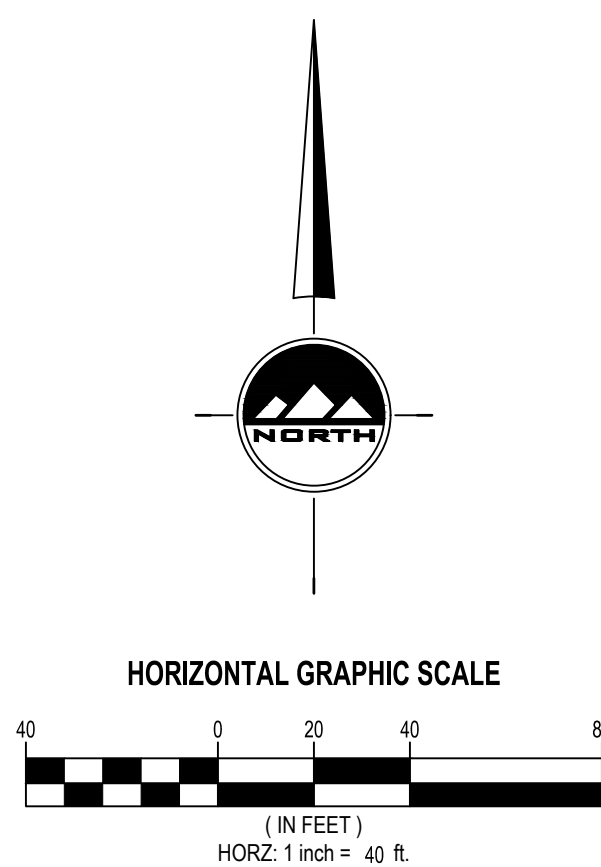
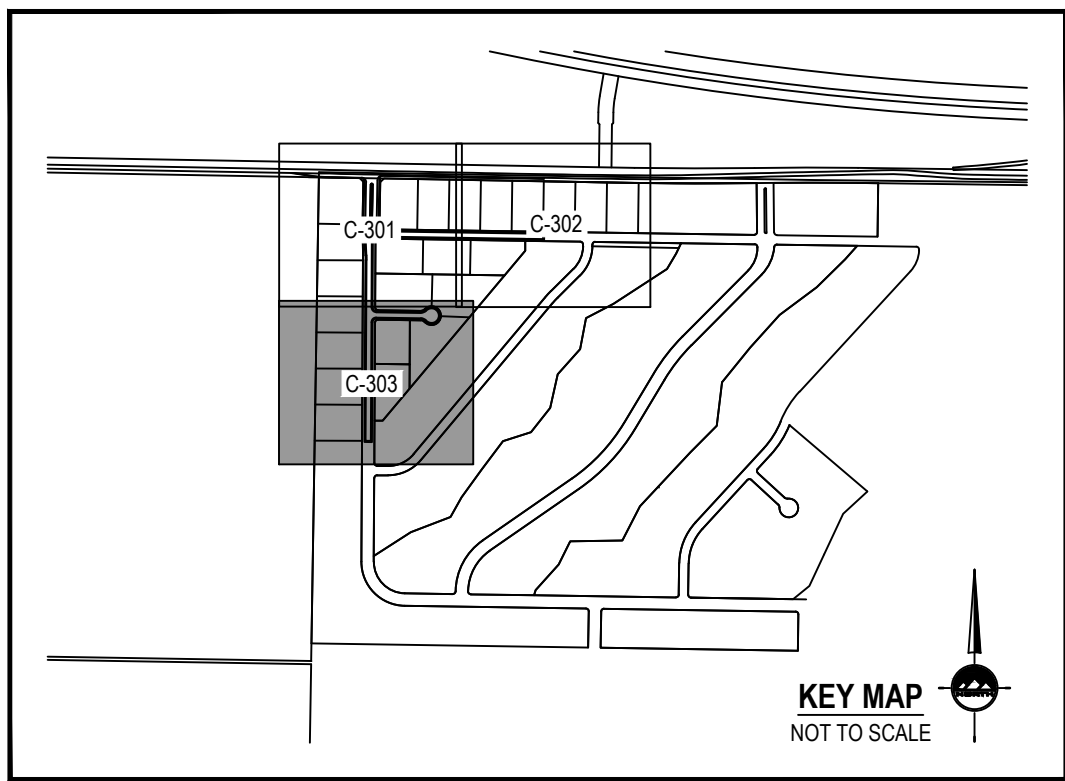
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FOR:
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2901 BUEGRASS BLVD SUITE #410
LEHI UT 84043

CONTACT:
TRACY STRATTON
PHONE: 702-844-2427

WILLOW RESERVE ESTATES

KANAB, UTAH

UTILITY PLAN

PROJECT NUMBER
11370C
PROJECT MANAGER
KLC

PRINT DATE
2024-03-25
DESIGNED BY
BR

C-303

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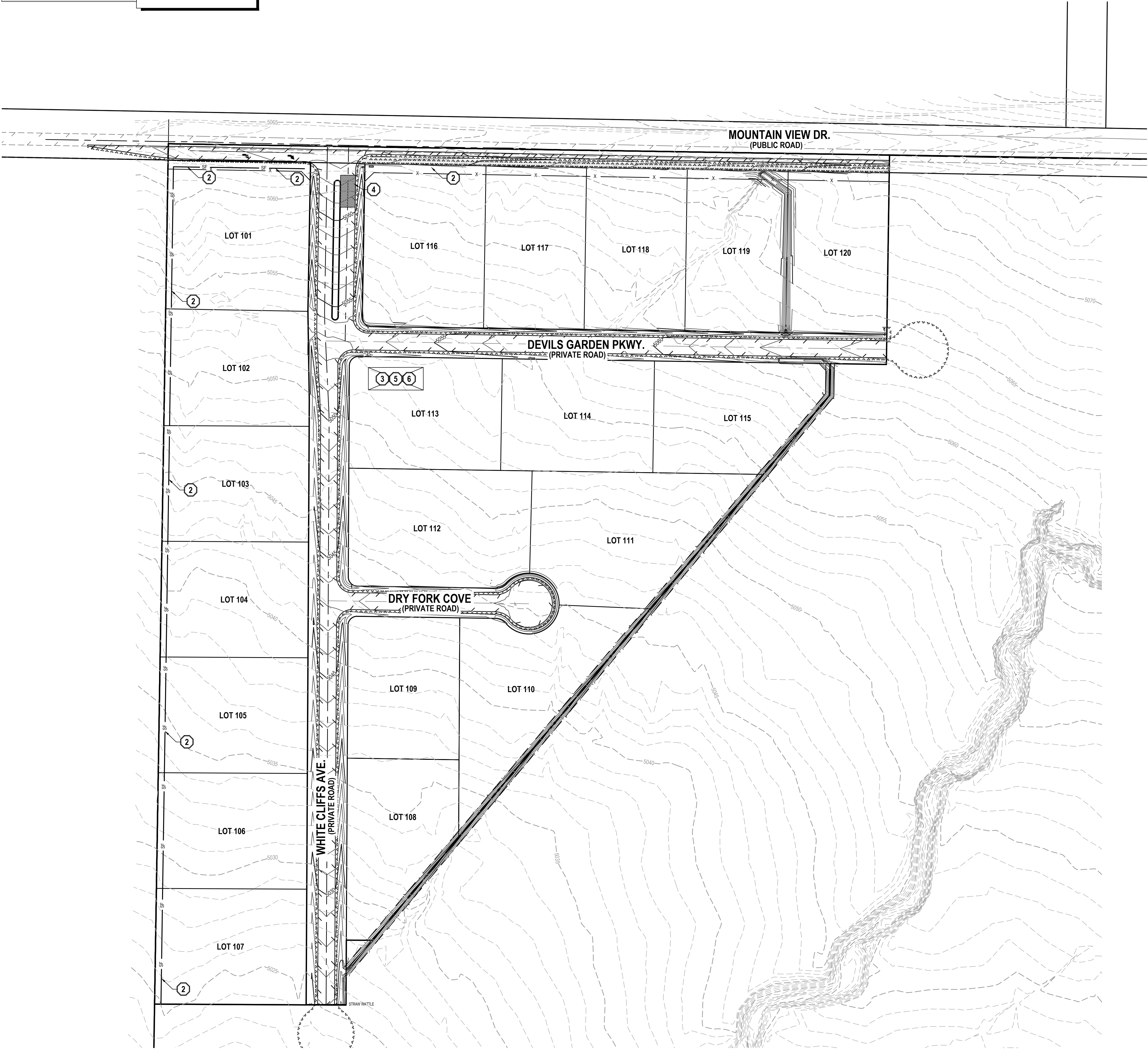
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BENCHMARK

NORTHWEST CORNER OF SECTION 6,
TOWNSHIP 44 SOUTH, RANGE 5 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 5030.30'



GENERAL NOTES

1. THIS PLAN IS DESIGNED AS A FIRST APPRAISAL OF NECESSARY MEANS TO PROTECT THE WATERS OF THE STATE FROM POTENTIAL POLLUTION. IT IS THE RESPONSIBILITY OF THE OWNER/OPERATOR TO ADD WARRANTED BEST MANAGEMENT PRACTICES (BMP'S) AS NECESSARY, MODIFY THOSE SHOWN AS APPROPRIATE, AND DELETE FROM THE PROJECT THOSE FOUND TO BE UNNECESSARY. FEDERAL AND STATE LAW ALLOWS THESE UPDATES TO BE MADE BY THE OWNER/OPERATOR ONSITE AND RECORDED BY THE OWNER/OPERATOR ON THE COPY OF THE SWPPP KEPT ONSITE.

2. DISTURBED LAND SHALL BE KEPT TO A MINIMUM. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. HOWEVER, WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.

3. RESEED DISTURBED LAND WITH NATIVE GRASS MIXTURE WITHIN 14 CALENDAR DAYS OF ACHIEVEMENT OF FINISH GRADE TO STABILIZE SOILS IF LAND IS NOT TO BE RE-WORKED WITHIN 14 CALENDAR DAYS OF THE CESSATION OF CONSTRUCTION ACTIVITIES AT THAT LOCATION.

4. DETAILS SHOWN ARE TO BE EMPLOYED TO PROTECT RUNOFF AS APPROPRIATE DURING CONSTRUCTION. NOT ALL DETAILS ARE NECESSARY AT ALL PHASES OF THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE OWNER/OPERATOR TO USE APPROPRIATE BEST MANAGEMENT PRACTICES AT THE APPROPRIATE PHASE OF CONSTRUCTION. SEE SWPPP FOR BMP IMPLEMENTATION SCHEDULE.

5. VARIOUS BEST MANAGEMENT PRACTICES HAVE BEEN SHOWN ON THE PLANS AT SUGGESTED LOCATIONS. THE CONTRACTOR MAY MOVE AND RECONFIGURE THESE BMP'S TO OTHER LOCATIONS IF PREFERRED, PROVIDED THE INTENT OF THE DESIGN IS PRESERVED.

6. NOT ALL POSSIBLE BMP'S HAVE BEEN SHOWN. THE CONTRACTOR IS RESPONSIBLE TO APPLY CORRECT MEASURES TO PREVENT THE POLLUTION OF STORM WATER PER PROJECT SWPPP.

SCOPE OF WORK:

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1. INLET PROTECTION PER DETAIL 1/C-502.

2. SILT FENCE PER DETAIL 2/C-502.

3. PORTABLE TOILET PER DETAIL 3/C-502.

4. VEHICLE WASHDOWN AND STABILIZED CONSTRUCTION ENTRANCE PER DETAIL 4/C-502.

5. SUGGESTED TEMPORARY CONSTRUCTION SITE PARKING, STAGING, DUMPSTER, AND MATERIAL STORAGE AREA.

6. SUGGESTED STOCKPILE AREA.

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WILLOW RESERVE ESTATES

KANAB, UTAH

EROSION CONTROL
PLAN

PROJECT NUMBER
11370C

PRINT DATE
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PROJECT MANAGER
KLC

DESIGNED BY
BRR

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BENCHMARK

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WILLOW RESERVE ESTATES

KANAB, UTAH

PLAN AND PROFILE
KEYMAP

PROJECT NUMBER
11370C

PRINT DATE
2024-03-25

PROJECT MANAGER
KLC

DESIGNED BY
BRR

PP-00

This figure is a plan and profile keymap for Willow Reserve Estates in Kanab, Utah. It displays a grid of 20 lots, numbered 101 through 120. The lots are arranged in a roughly rectangular block, with some irregular shapes. A network of roads is shown, including Mountain View Dr. (Public Road) at the top, Devils Garden Pkwy (Private) running horizontally through the middle, and White Cliffs Ave (Private) running vertically on the left. A cul-de-sac named Dry Fork Cove (Private) is located in the lower-middle section. Eleven project points, labeled PP-01 through PP-11, are marked on the map. PP-01 through PP-06 are located at various intersections and along the roads, while PP-07 through PP-11 are located along the top boundary. A north arrow and a horizontal graphic scale (1 inch = 80 feet) are located in the bottom right corner of the map area.

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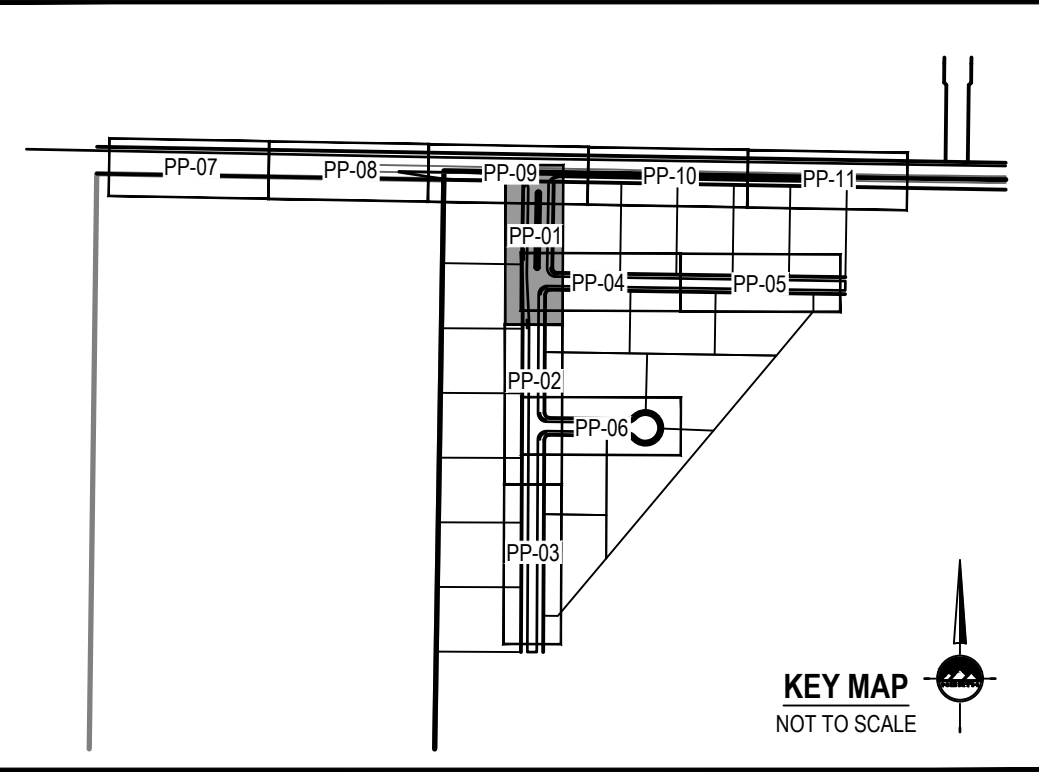
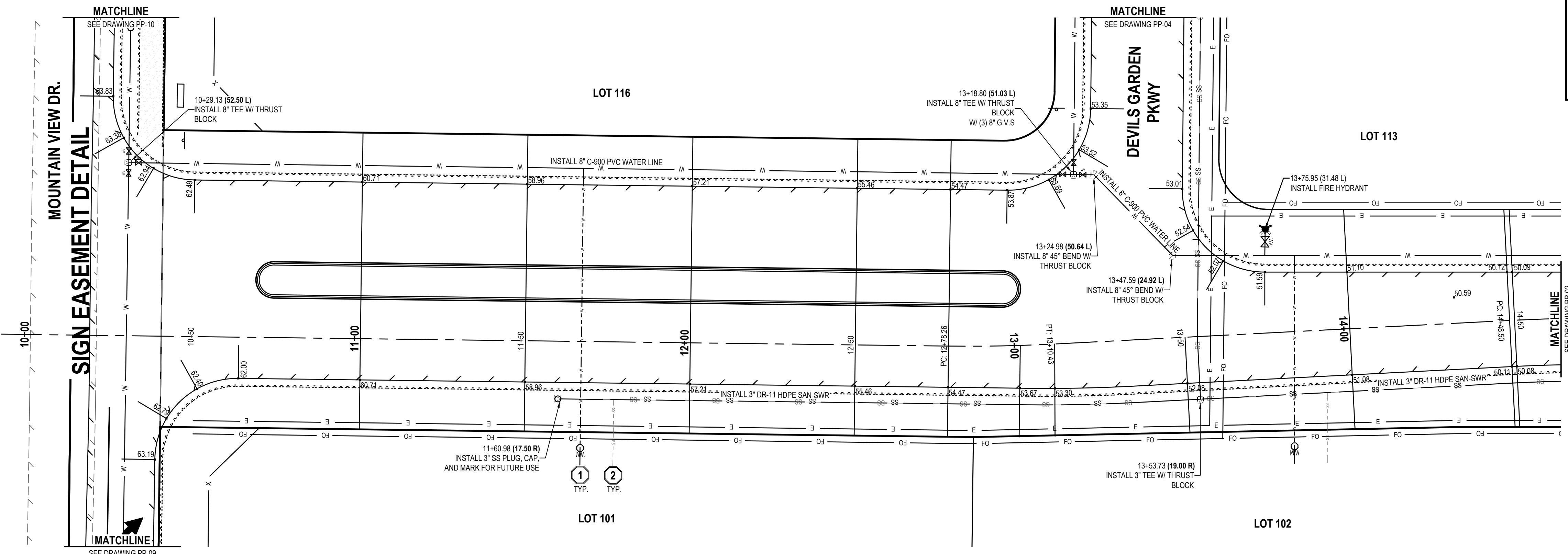
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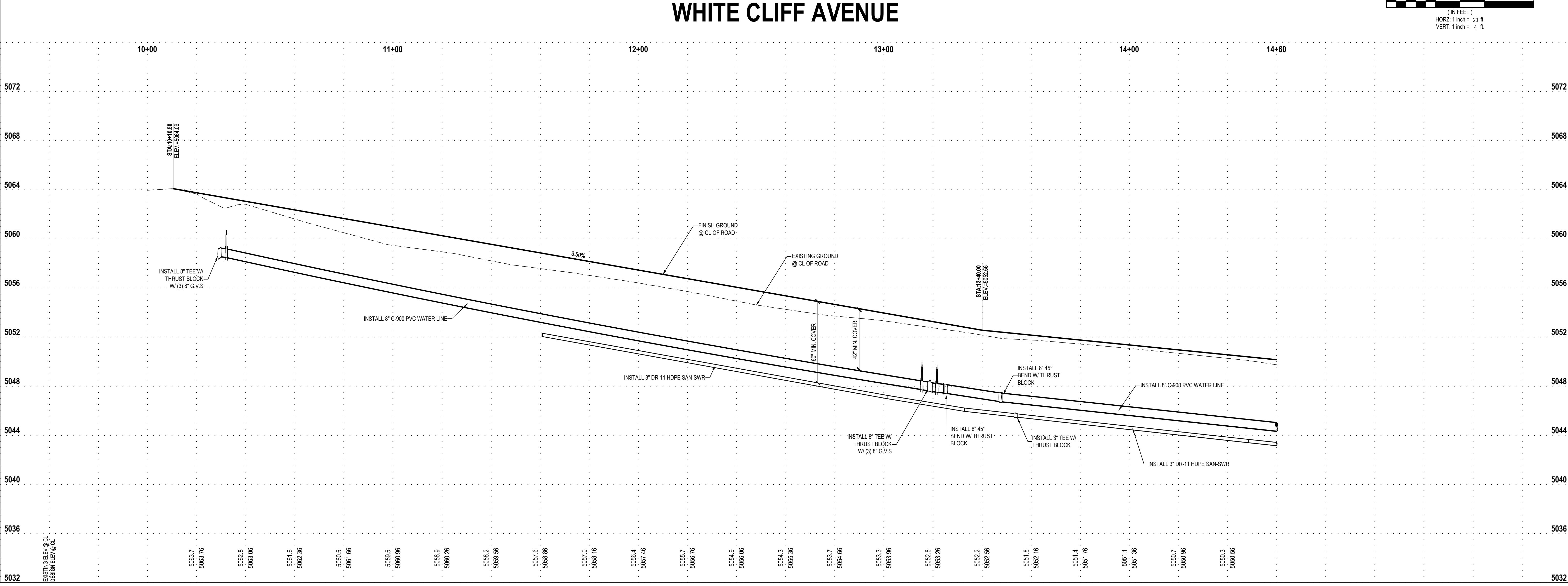
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WILLOW RESERVE ESTATES

KANAB, UTAH

PLAN AND PROFILE

WHITE CLIFF AVENUE

PROJECT NUMBER
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PRINT DATE
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PROJECT MANAGER
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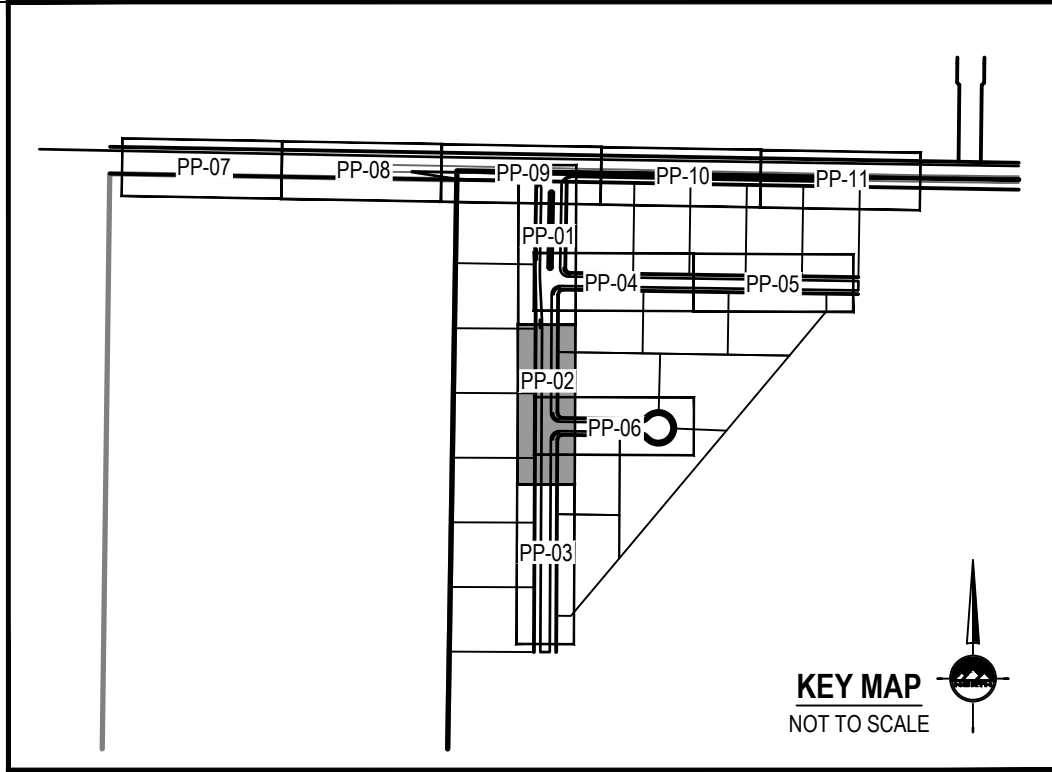
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PLAN AND PROFILE
WHITE CLIFF AVENUE

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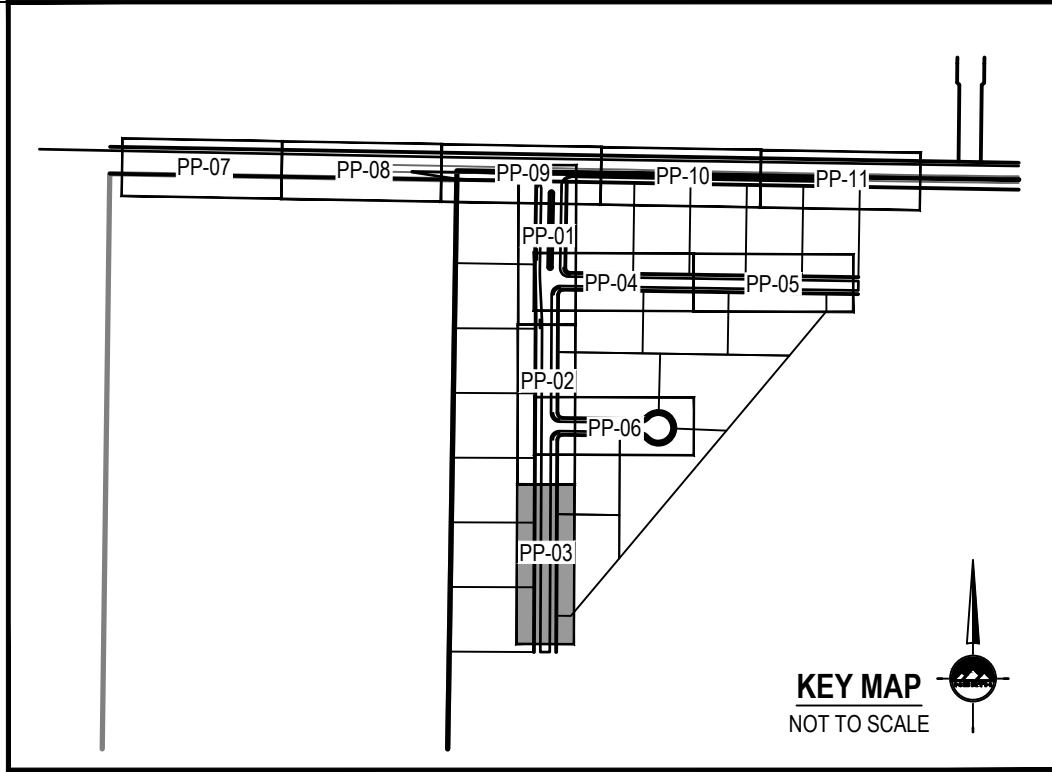
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PLAN AND PROFILE
WHITE CLIFF AVENUE

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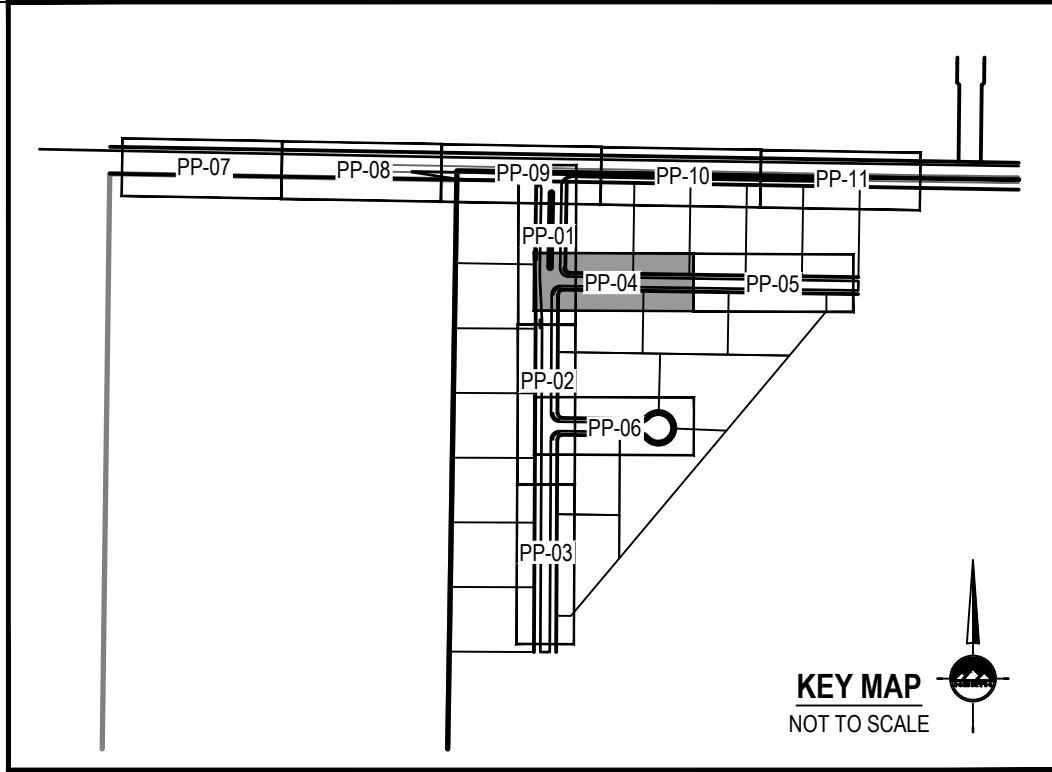
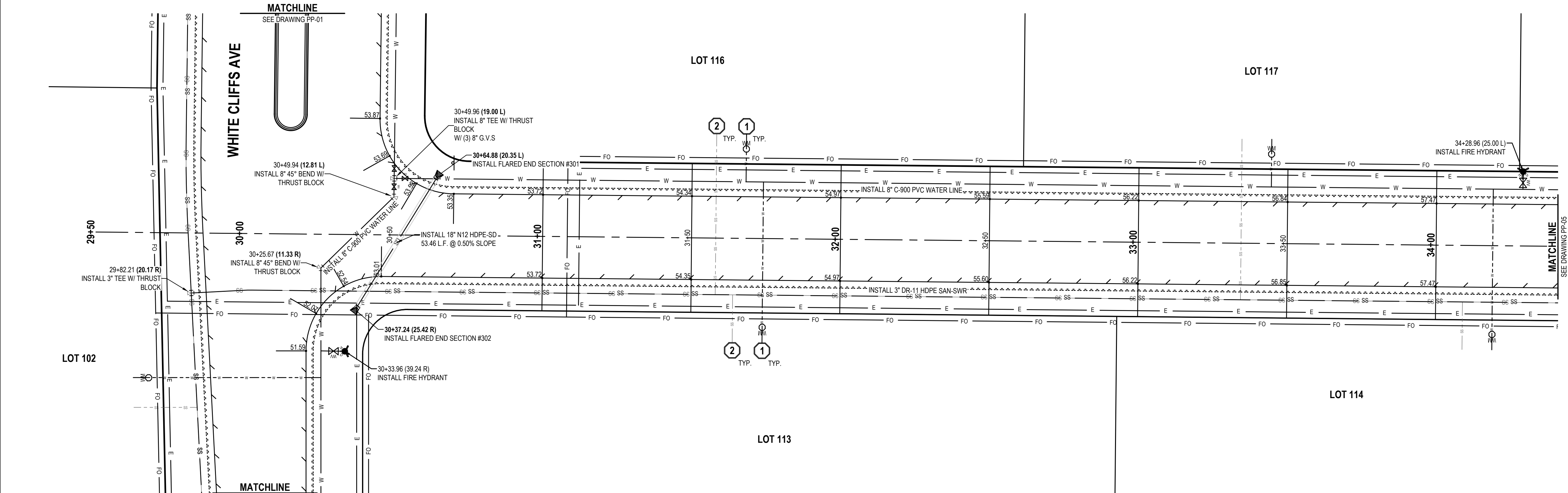
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KANAB, UTAH

PLAN AND PROFILE
DEVILS GARDEN PKWY

PROJECT NUMBER
11370C

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PP-04

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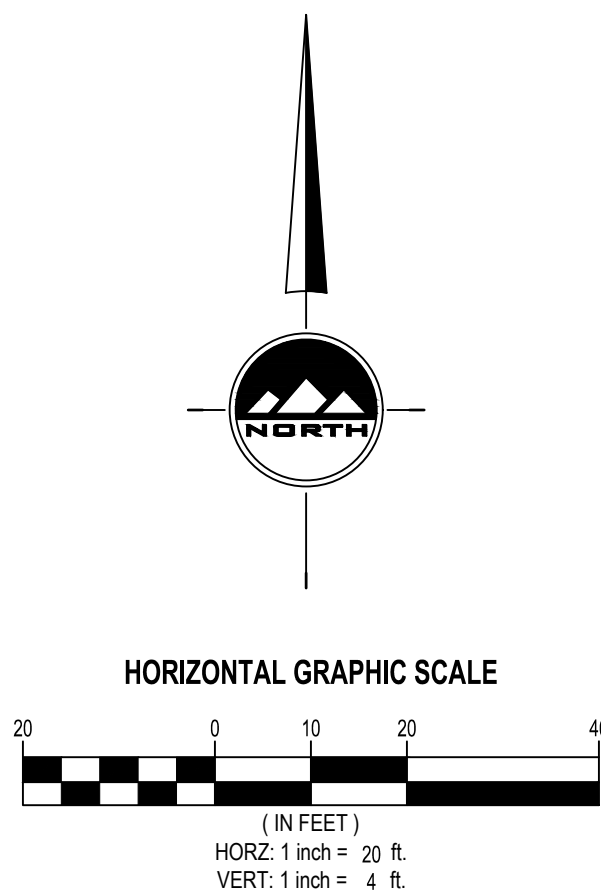
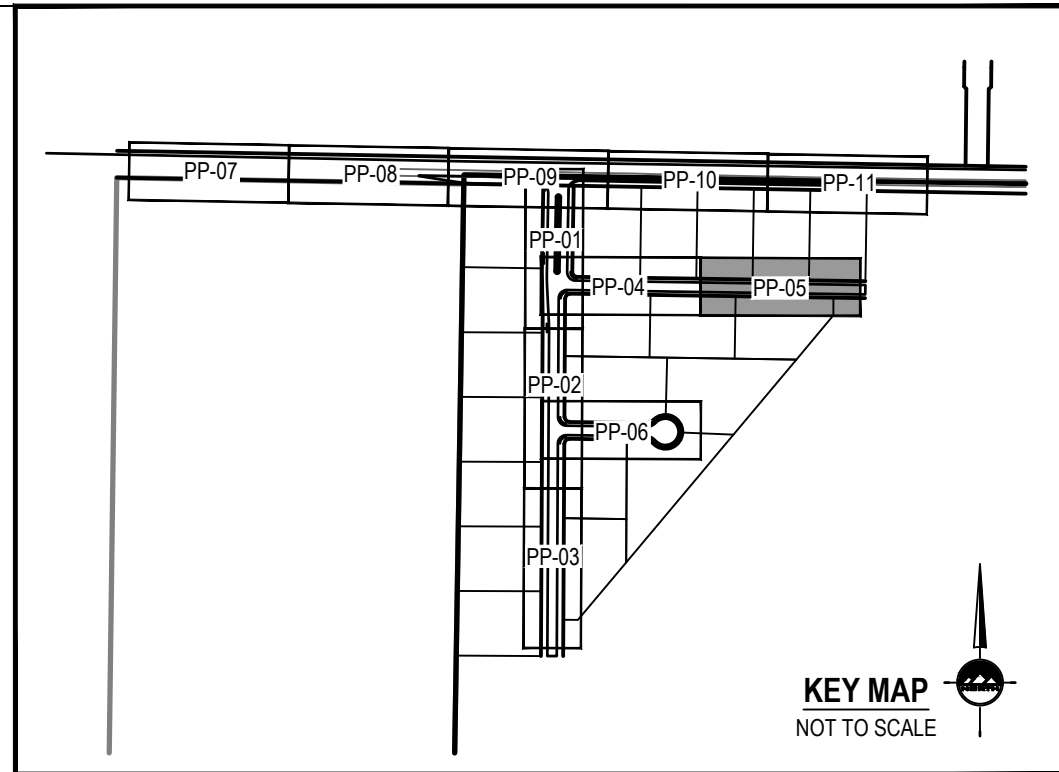
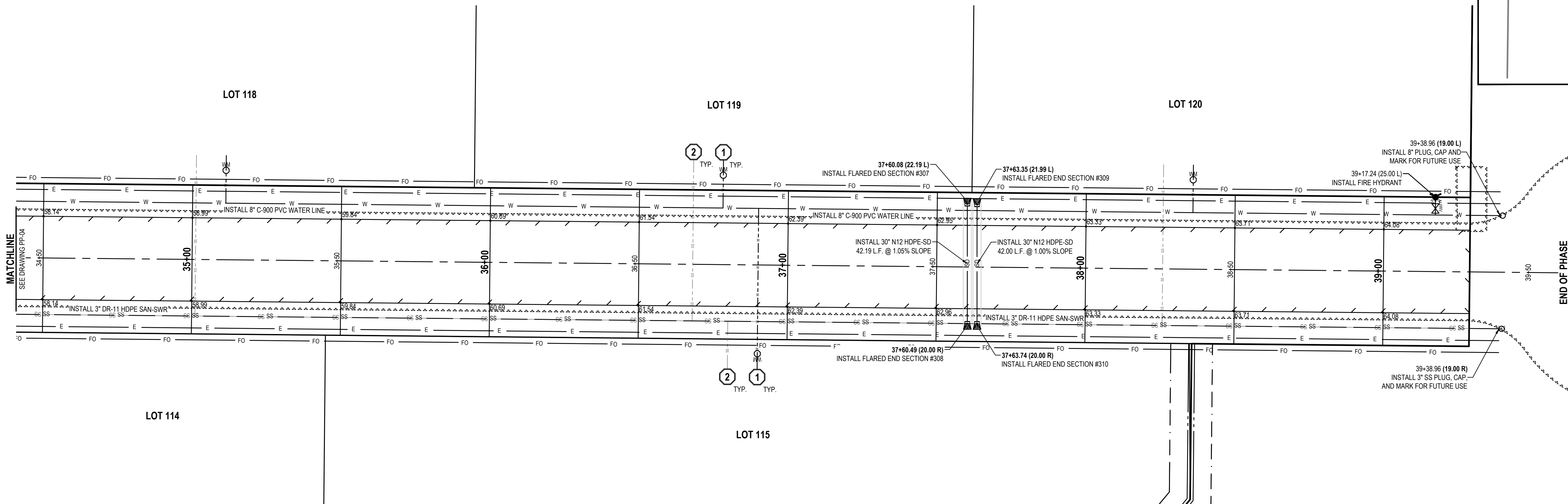
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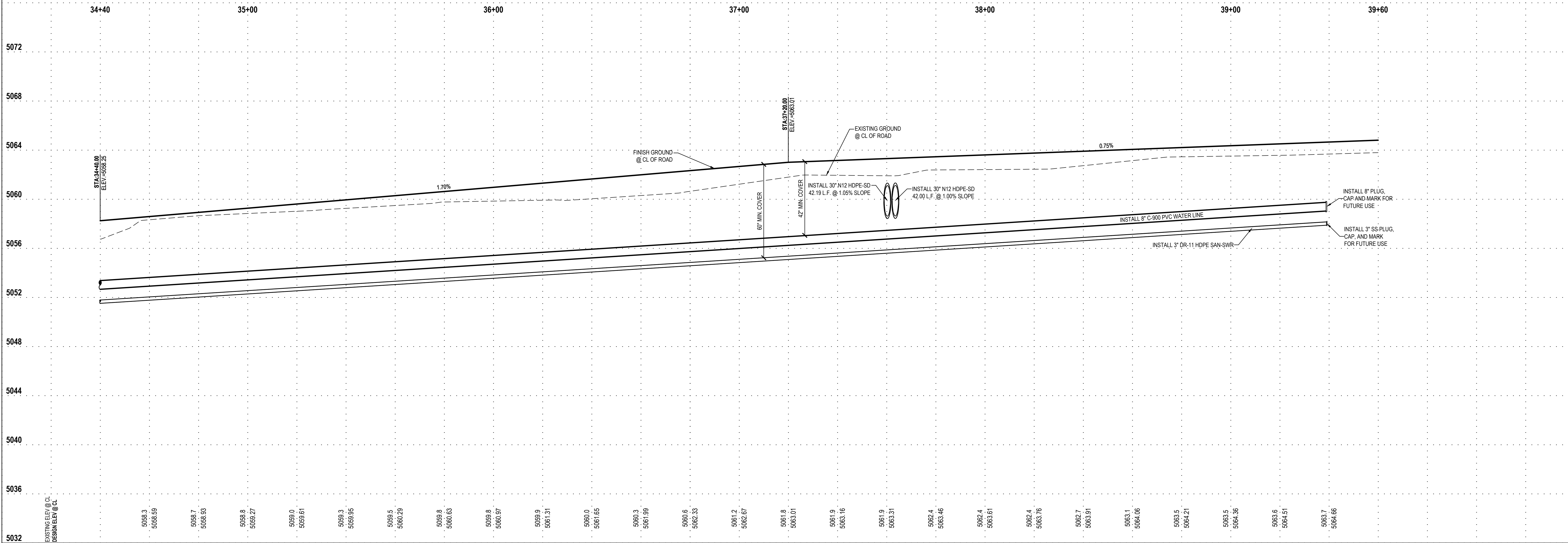
BENCHMARK

NORTHWEST CORNER OF SECTION 6,
TOWNSHIP 44 SOUTH, RANGE 5 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 5030.30'



DEVILS GARDEN PKWY



EN SIGN

THE STANDARD IN ENGINEERING

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225 N 100 E

Richfield, UT 84701

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SANDY

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LAYTON

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LEHI UT 84043

CONTACT:
TRACY STRATTON
PHONE: 702-844-2427

WILLOW RESERVE ESTATES

KANAB, UTAH

PLAN AND PROFILE
DEVILS GARDEN PKWY

PROJECT NUMBER
11370C

PRINT DATE
2024-03-25

PROJECT MANAGER
KLC

DESIGNED BY
BRR

PP-05

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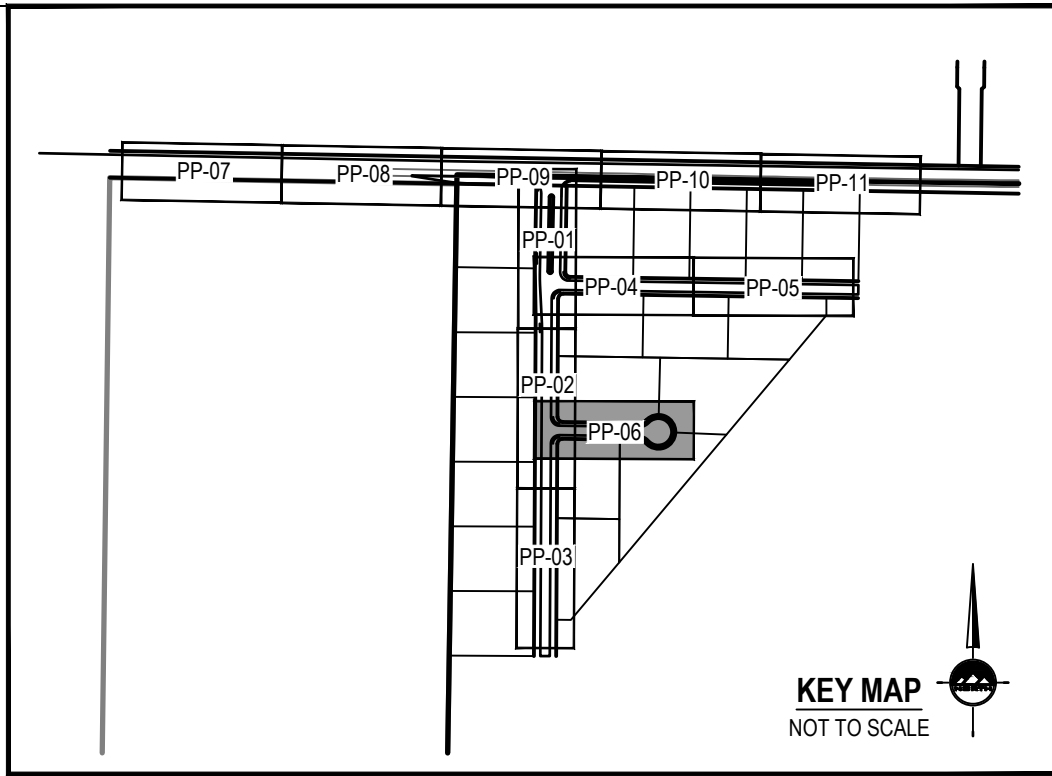
NORTHWEST CORNER OF SECTION 6,
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- SCOPE OF WORK:
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE
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1" CULINARY WATER CONNECTION PER KANE COUNTY STANDARDS AND SPECIFICATIONS.
PER DETAILS 1 AND 3/C-501
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FUTURE 1" SDR-35 PVC SANITARY SEWER LATERAL, INCLUDING CLEANOUTS AT MAXIMUM 100-FOOT
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WILLOW RESERVE ESTATES

KANAB, UTAH

PLAN AND PROFILE
DRY FORKS COVE

PROJECT NUMBER
11370C
PROJECT MANAGER
KLC

PRINT DATE
2024-03-25
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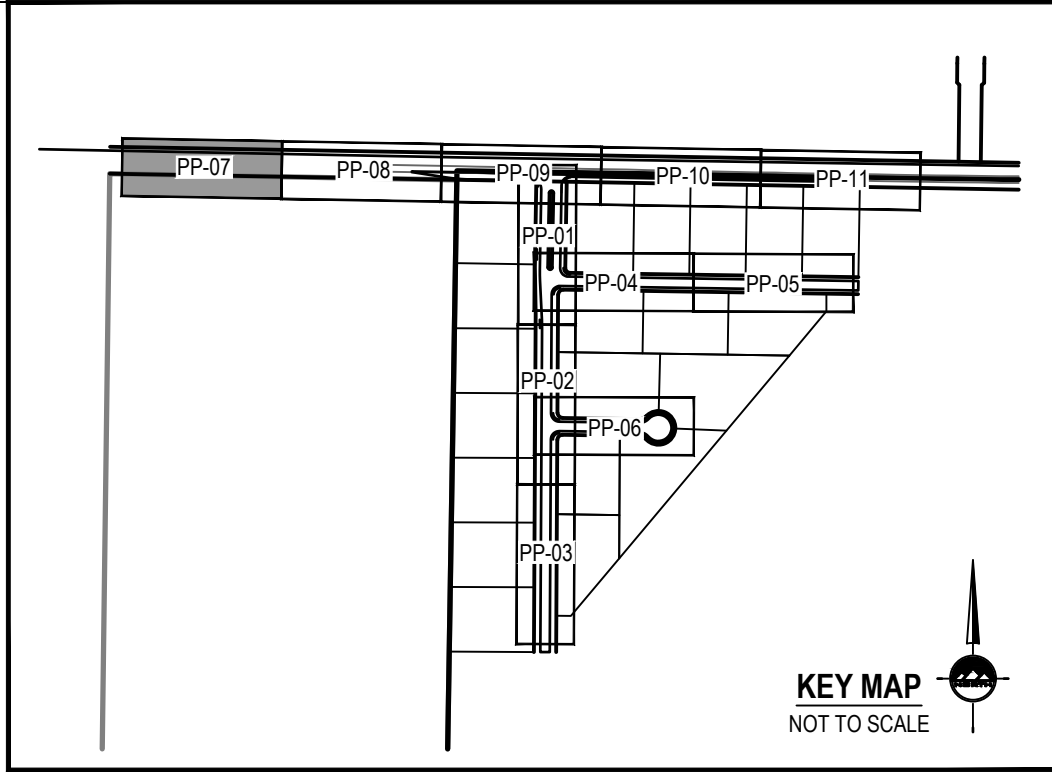
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LEHI UT 84043

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PHONE: 702-844-2427

MOUNTAIN VIEW DR.

WILLOW RESERVE ESTATES

KANAB, UTAH

PLAN AND PROFILE
MOUNTAIN VIEW DR.

PROJECT NUMBER 11370C	PRINT DATE 2024-03-25
PROJECT MANAGER KLC	DESIGNED BY BRR

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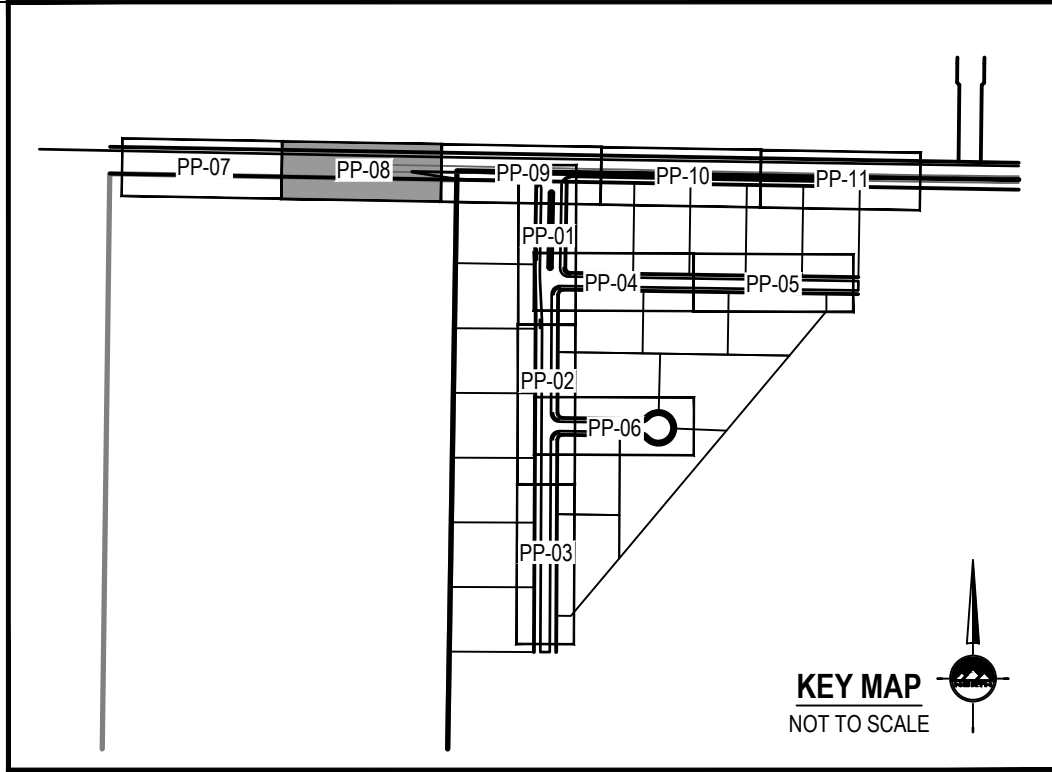
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KANAB, UTAH

PLAN AND PROFILE
MOUNTAIN VIEW DR.

PROJECT NUMBER
11370C
PRINT DATE
2024-03-25
PROJECT MANAGER
KLC
DESIGNED BY
BRR

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MOUNTAIN VIEW DR.

63+60 64+00 65+00 66+00 67+00 68+00 68+20

EXISTING ELEV @ C.L.
DESIGN ELEV @ C.L.

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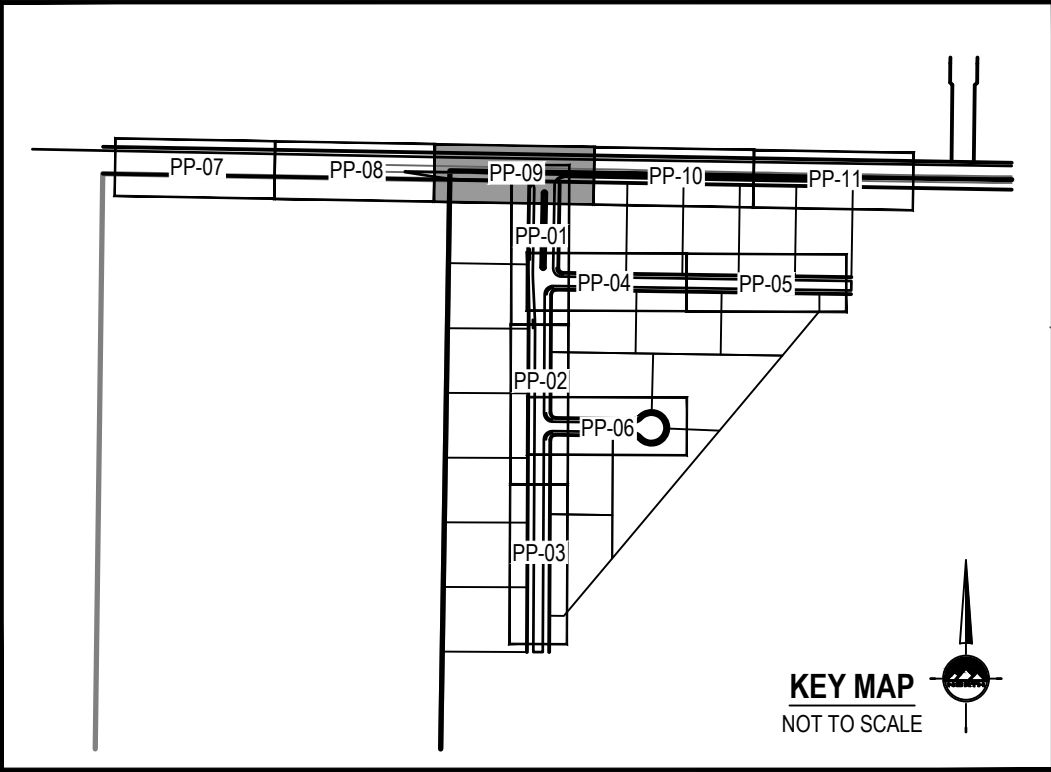
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BENCHMARK

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KANAB, UTAH

PLAN AND PROFILE
MOUNTAIN VIEW DR.

PROJECT NUMBER
11370C
PROJECT MANAGER
KLC

PRINT DATE
2024-03-25
DESIGNED BY
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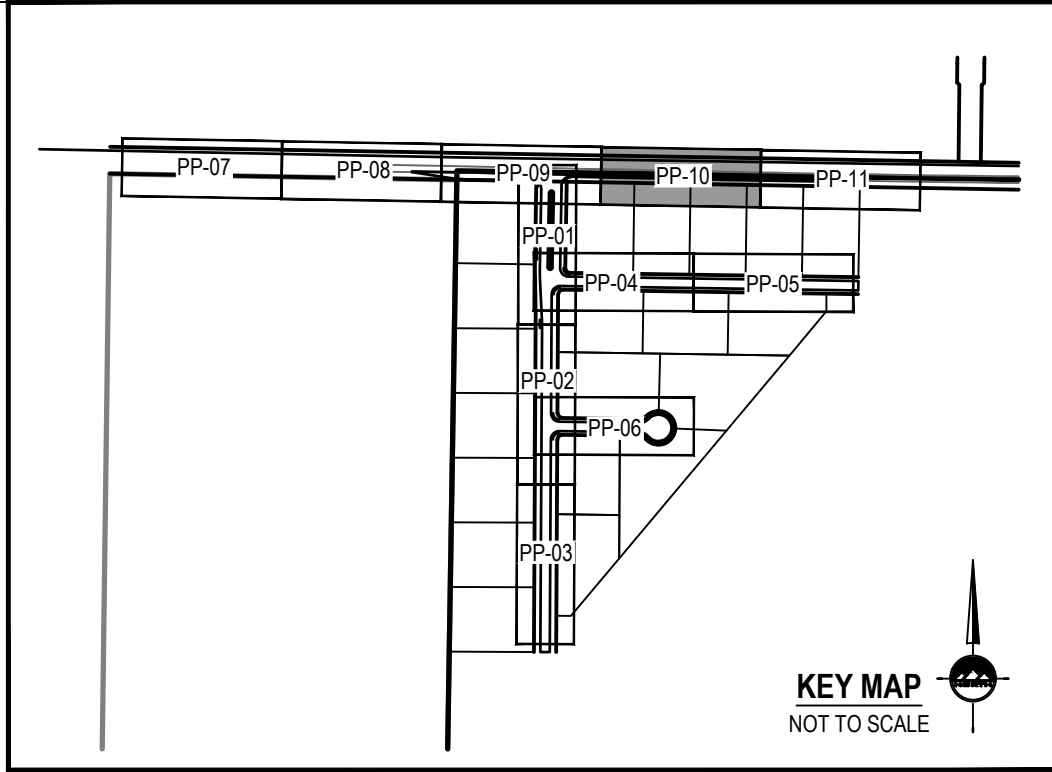
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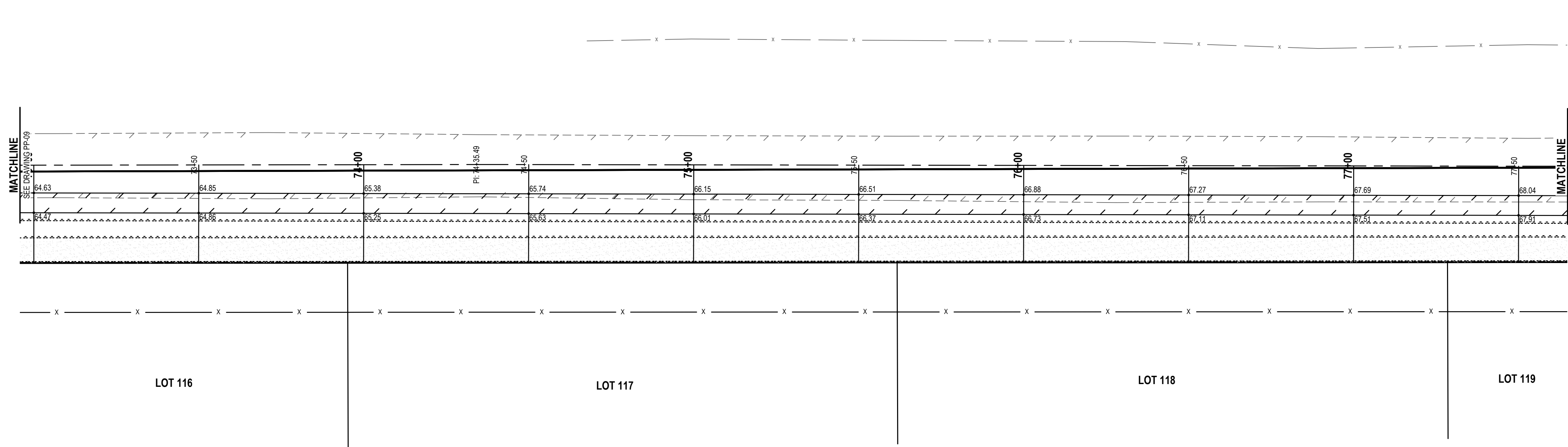
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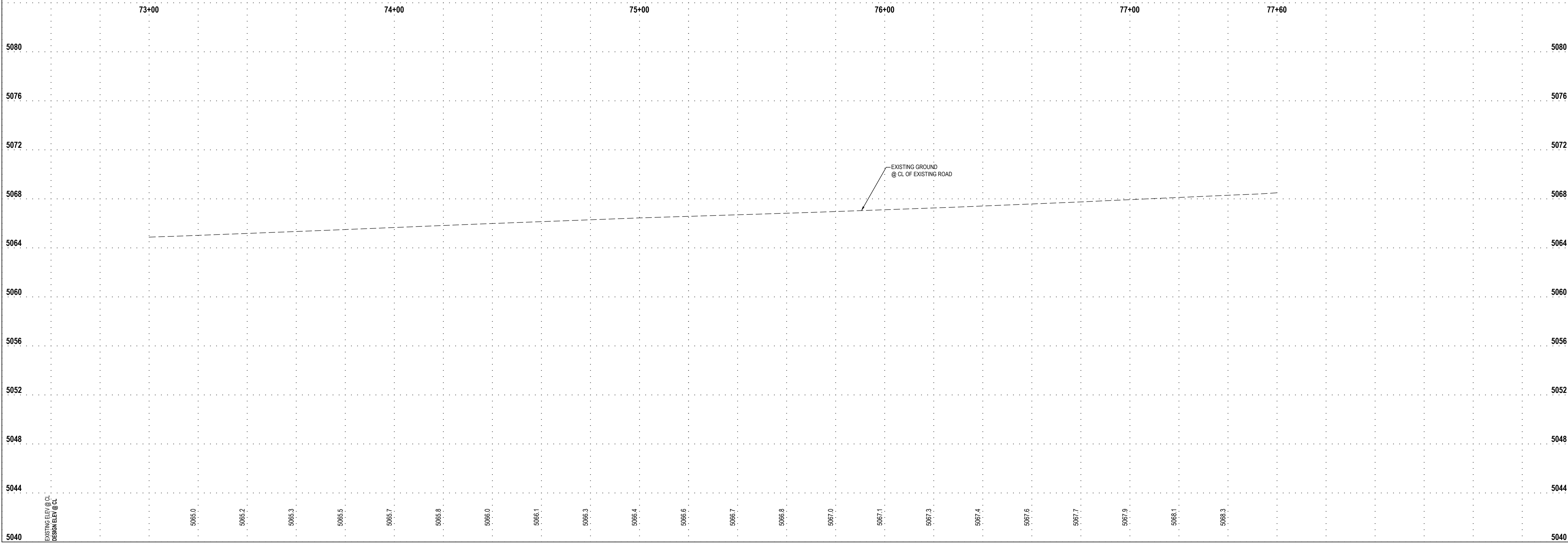
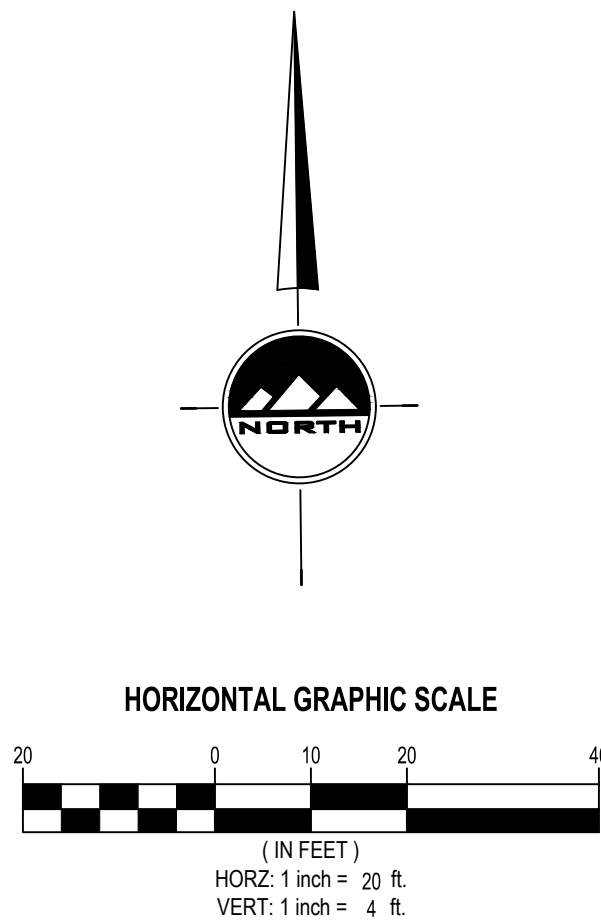
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PHONE: 702-844-2427



MOUNTAIN VIEW DR.



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KANAB, UTAH

PLAN AND PROFILE
MOUNTAIN VIEW DR.

PROJECT NUMBER
11370C

PRINT DATE
2024-03-25

PROJECT MANAGER
KLC

DESIGNED BY
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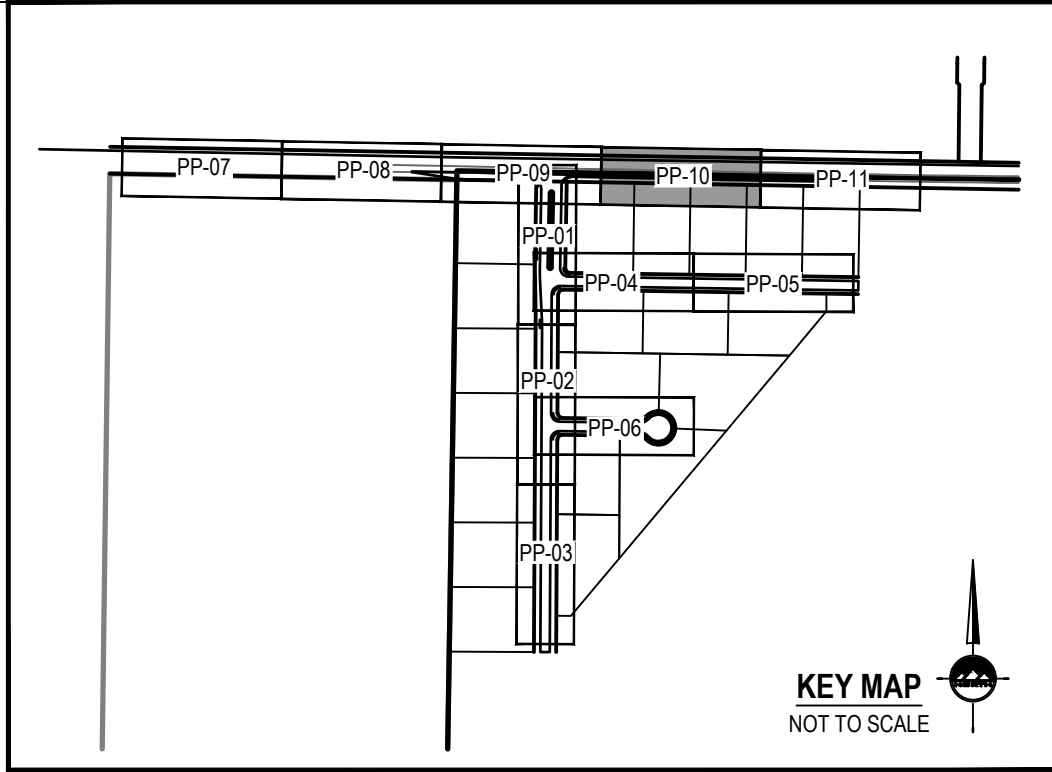
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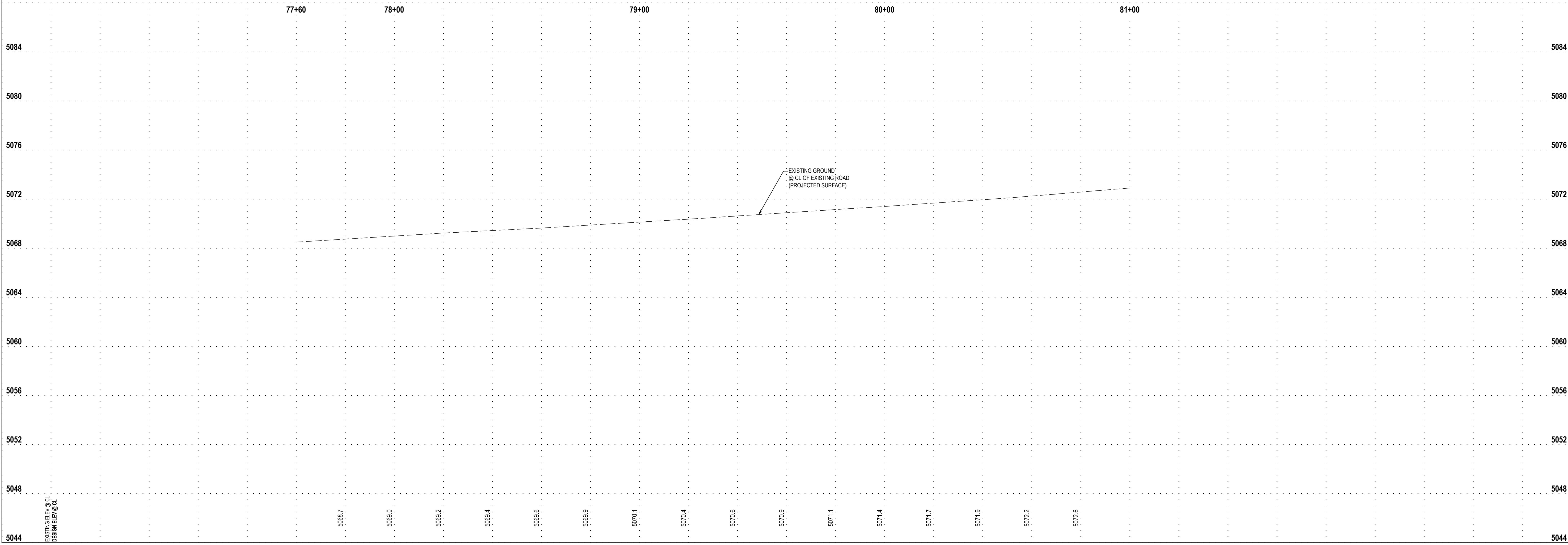
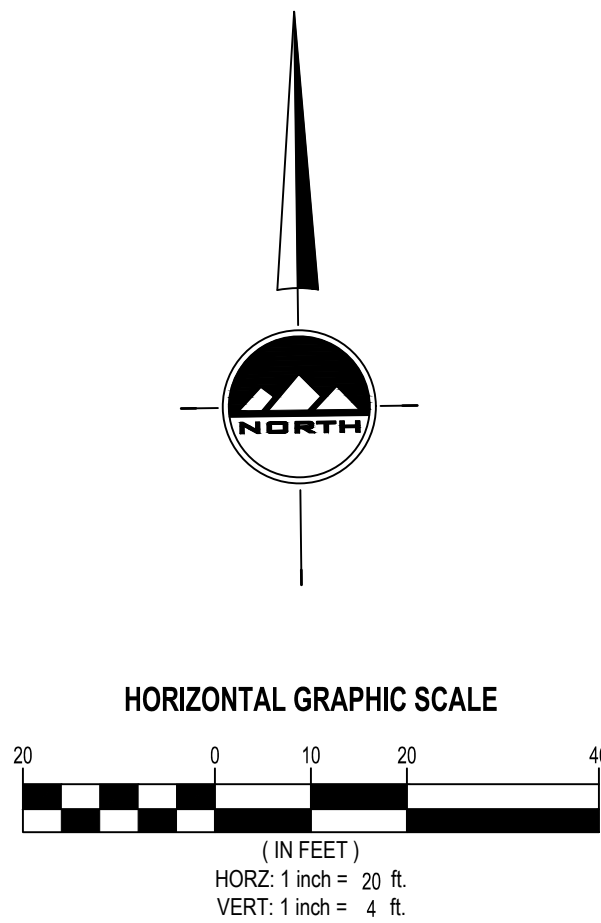
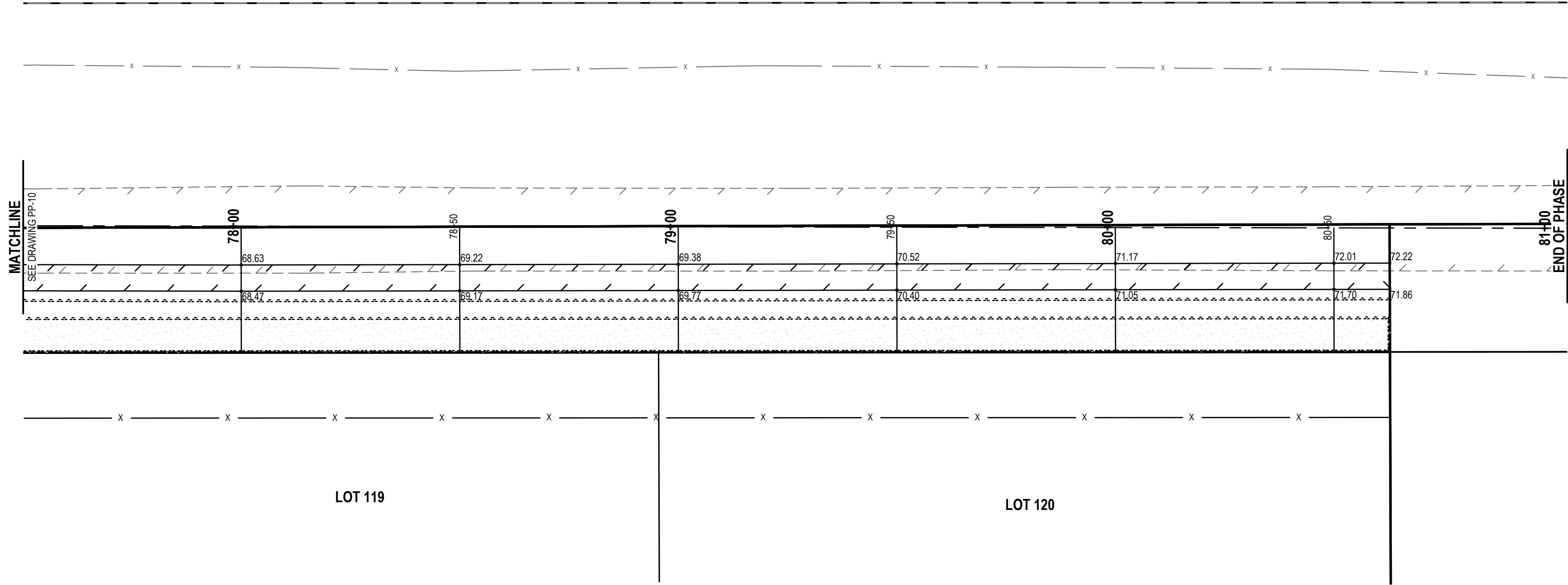
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WILLOW RESERVE ESTATES

KANAB, UTAH

PLAN AND PROFILE
MOUNTAIN VIEW DR.

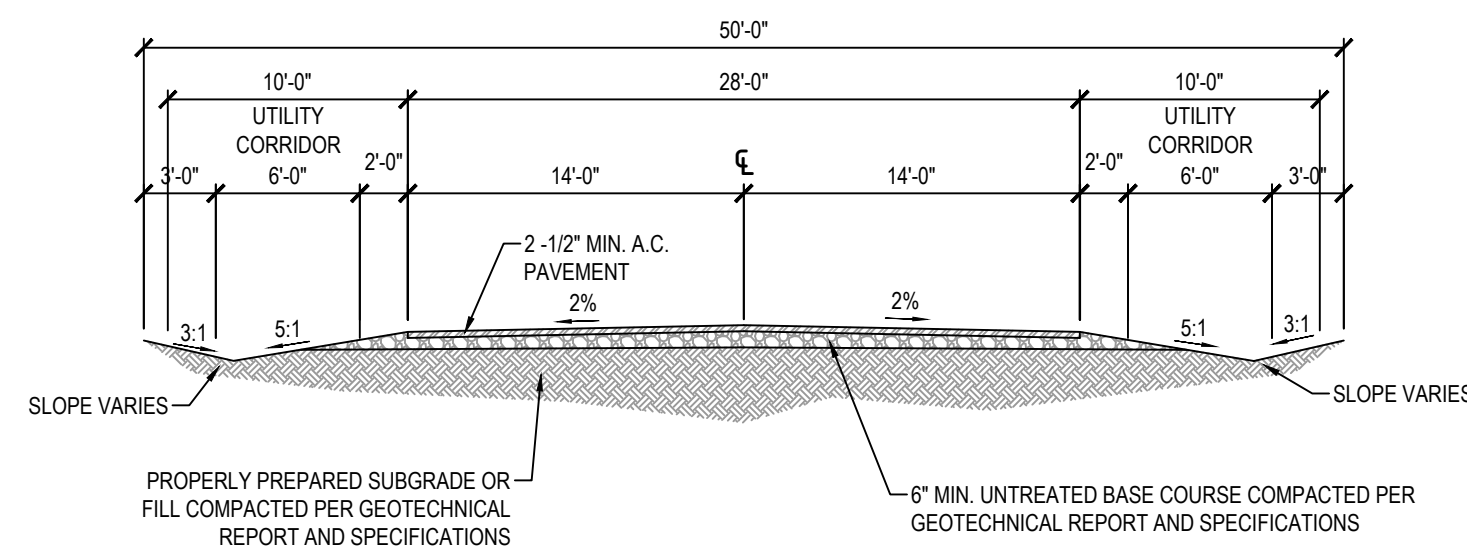
PROJECT NUMBER
11370C

PRINT DATE
2024-03-25

PROJECT MANAGER
KLC

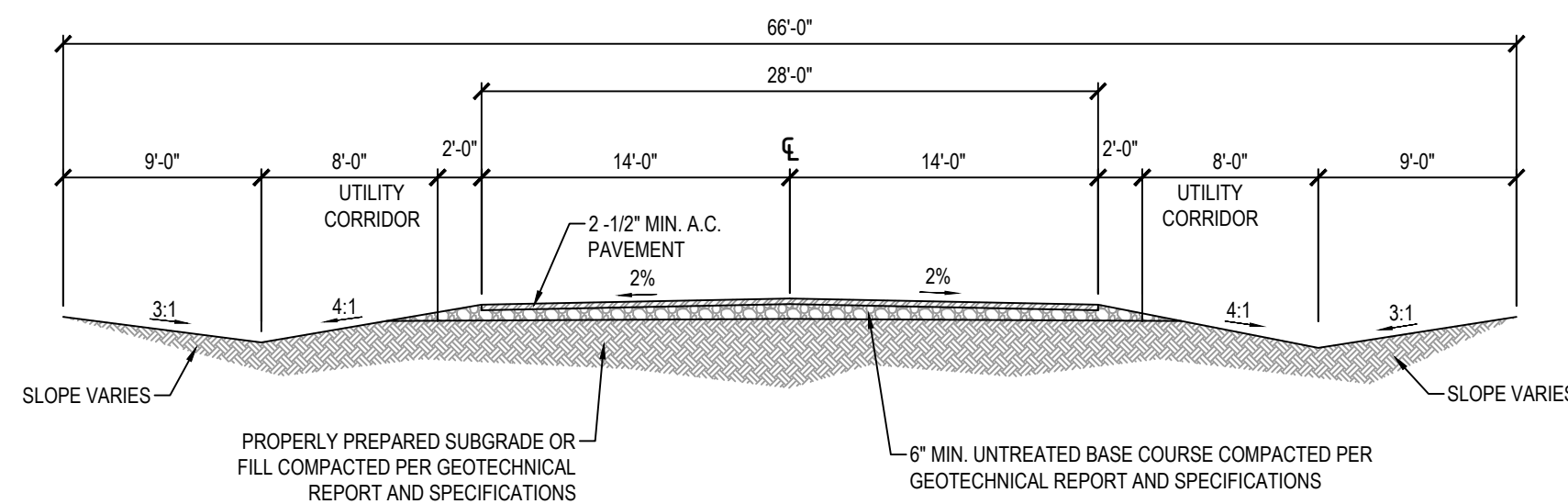
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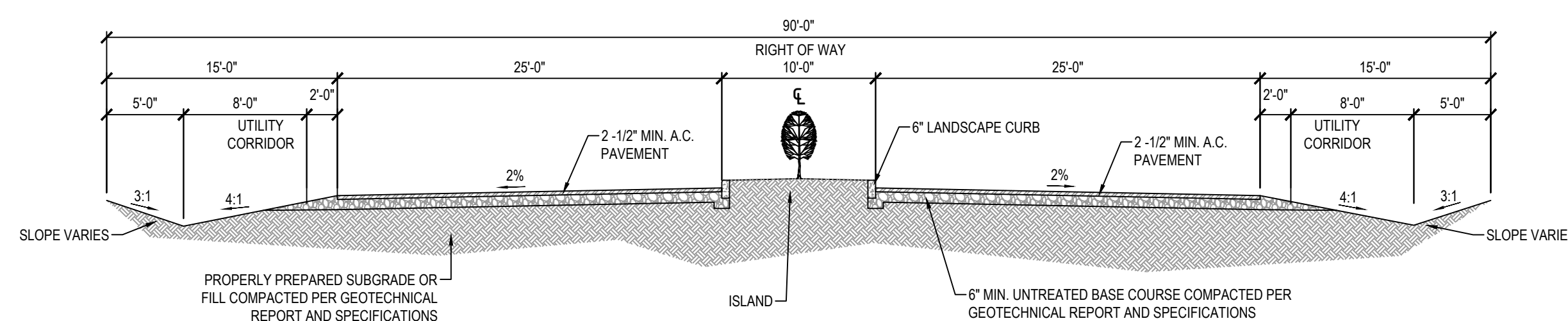
1 50' ROAD CROSS SECTION

SCALE: NONE



2 66' ROAD CROSS SECTION

SCALE: NONE

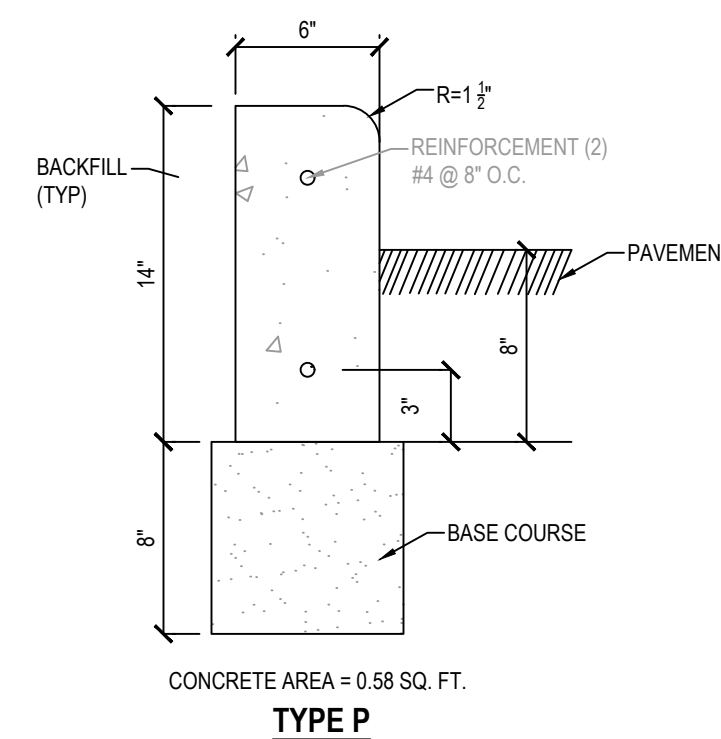
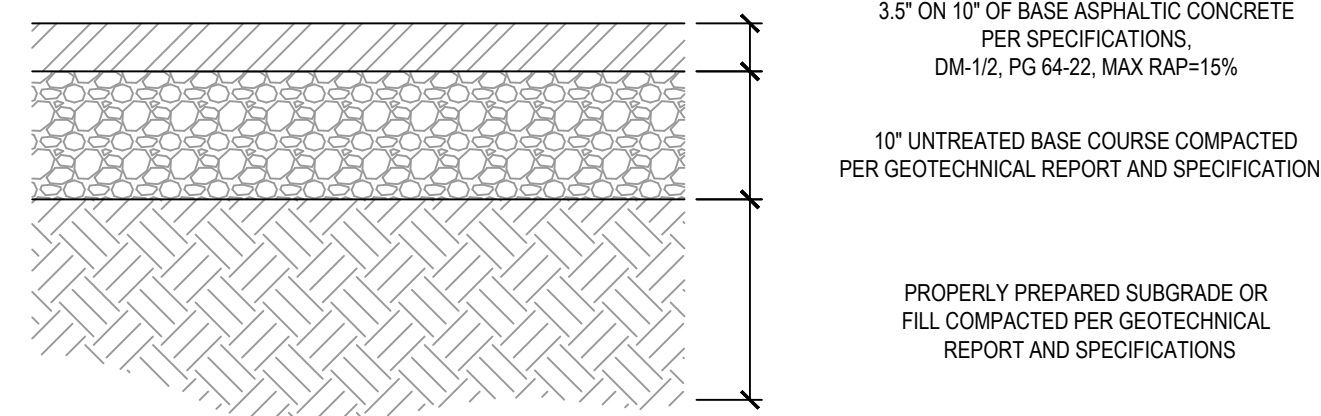


3 90' ENTRANCE ROAD CROSS SECTION

SCALE: NONE

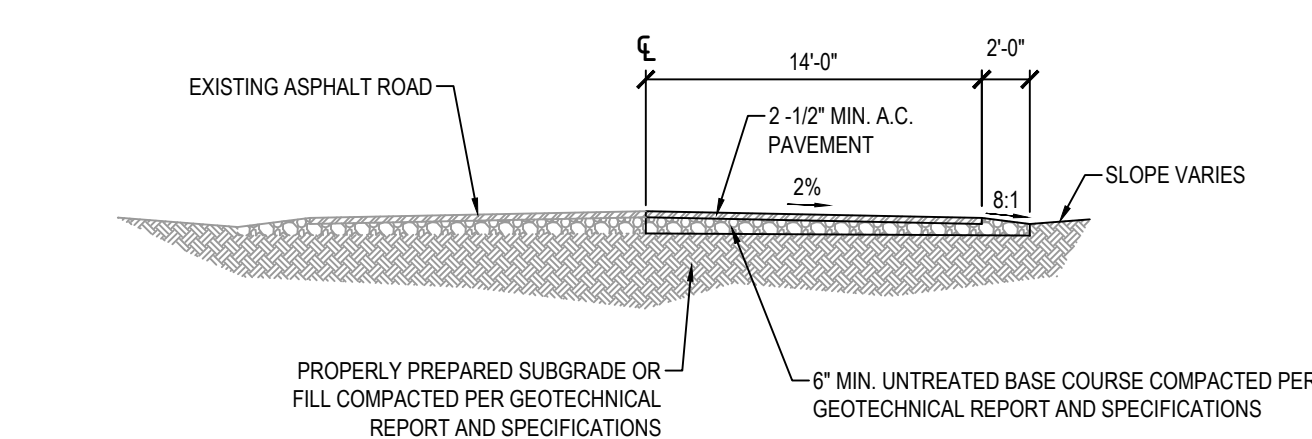
ASPHALT NOTES

1. ALL PAVING TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
2. ALL STRUCTURAL FILL TO BE PLACED AND COMPACTED PER THE PROJECT GEOTECHNICAL REPORT OR TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE AASHTO T-180 (D-1557) METHOD OF COMPACTION. LIFTS SHOULD BE PLACED PER GEOTECHNICAL RECOMMENDATIONS BUT SHOULD NOT EXCEED 8" IN LOOSE THICKNESS.
3. REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.



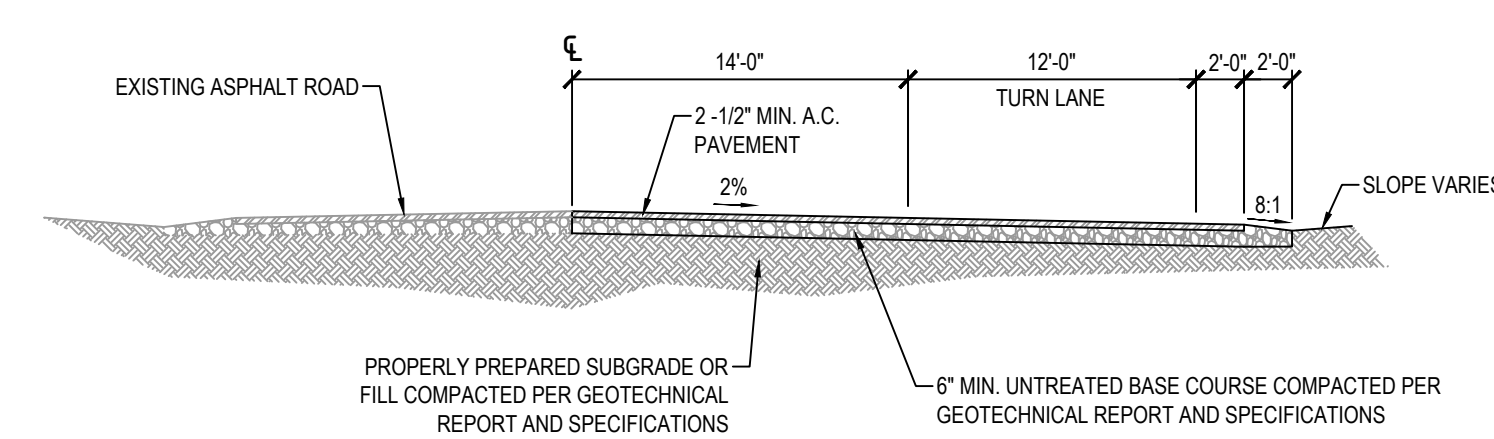
TYPE P

CONCRETE AREA = 0.58 SQ. FT.



4 SECTION B: ROAD WIDENING IMPROVEMENTS

SCALE: NONE



5 SECTION A: ROAD WIDENING IMPROVEMENTS

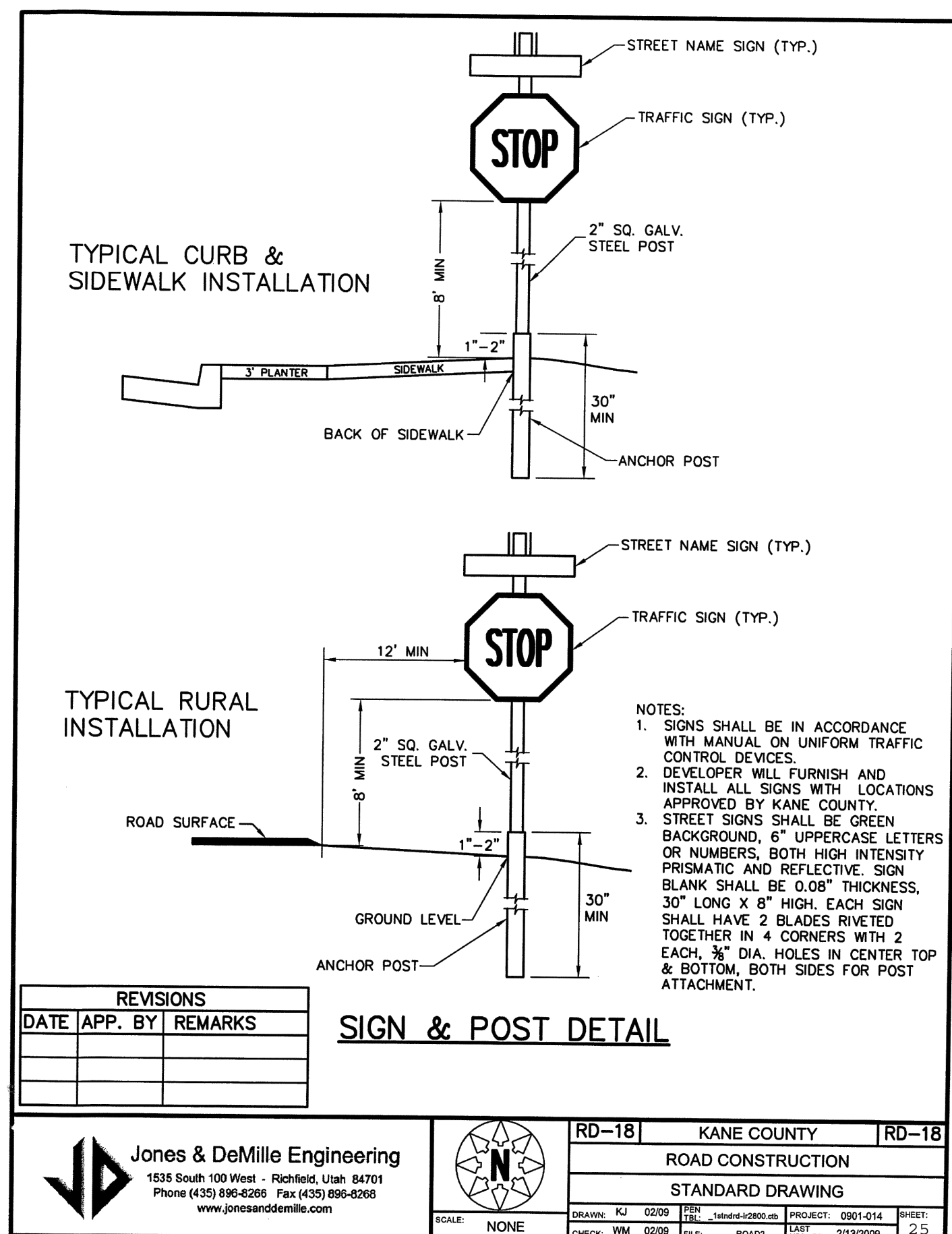
SCALE: NONE

7 STANDARD ASPHALT SECTION

SCALE: NONE

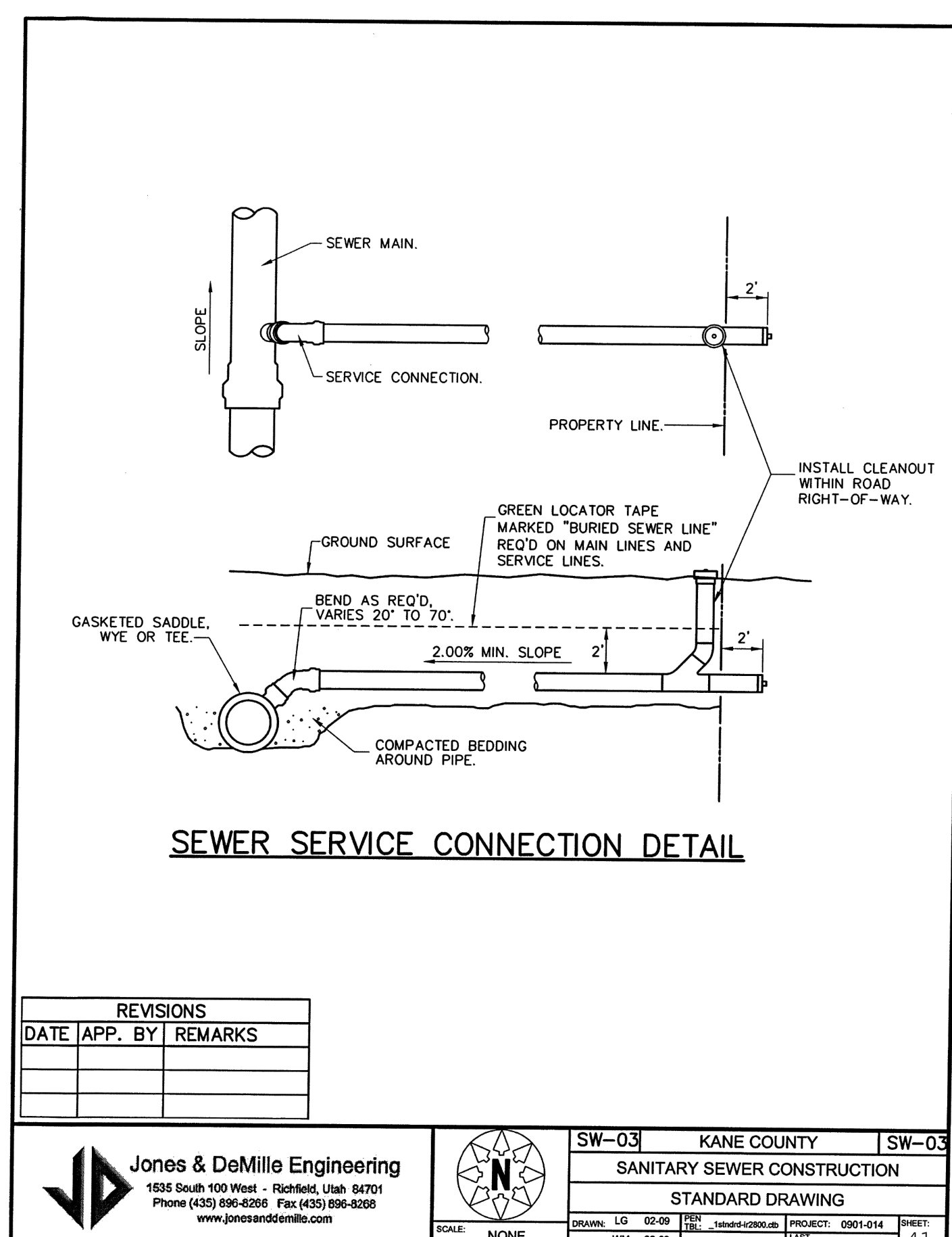
8 TYPE "P" LANDSCAPE CURB

SCALE: NONE



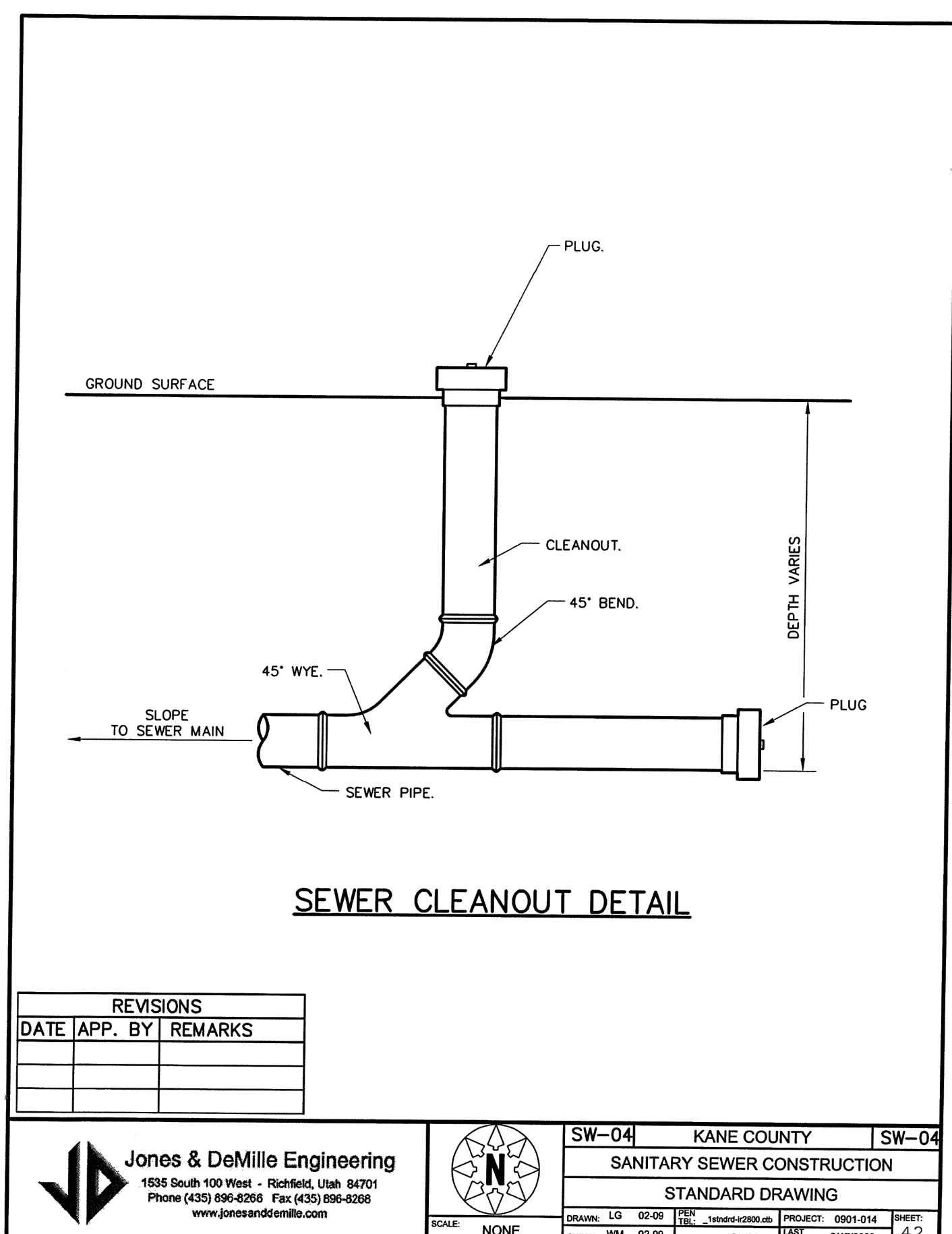
9 SIGN AND POST DETAIL

SCALE: NONE



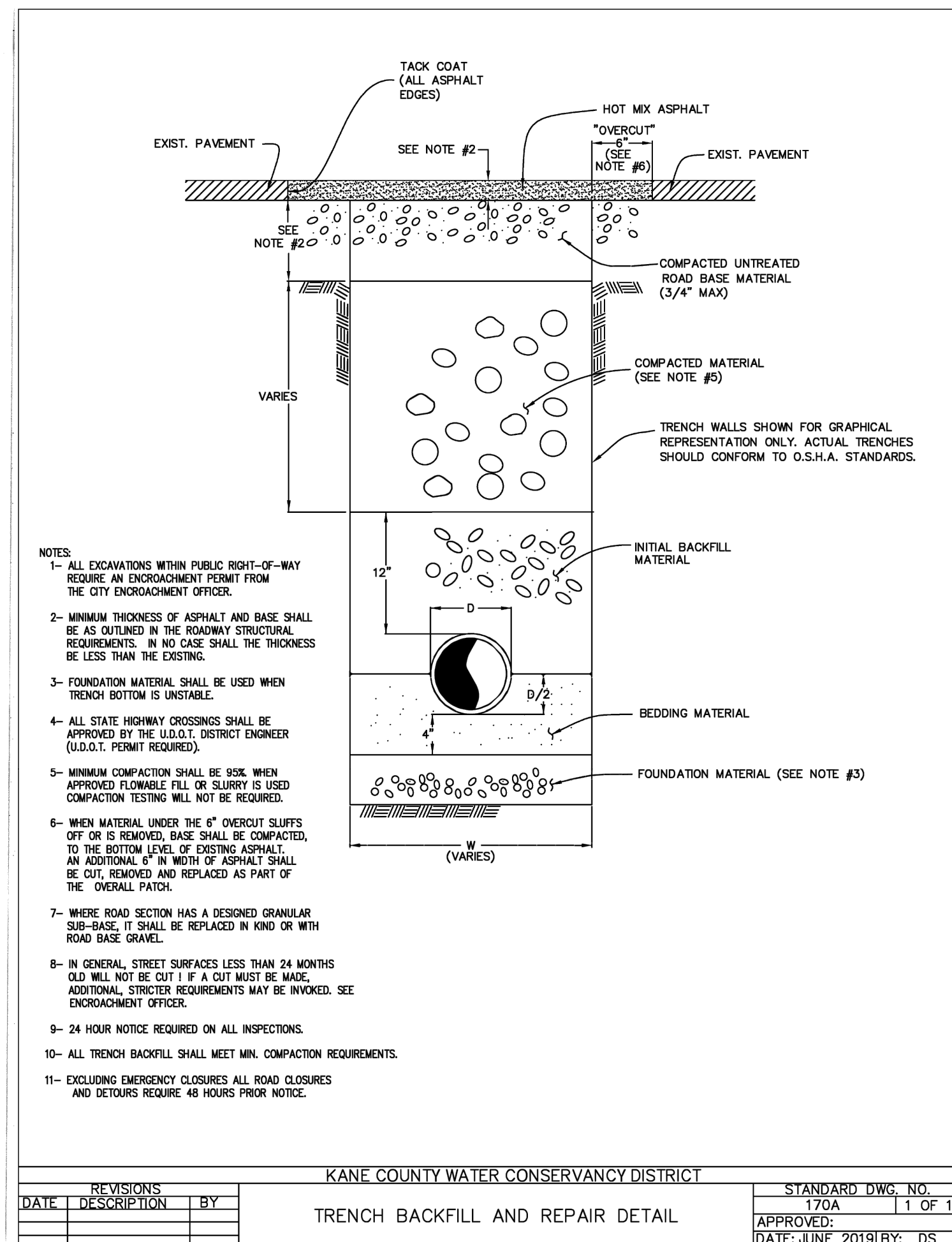
10 SEWER SERVICE CONNECTION DETAIL

SCALE: NONE



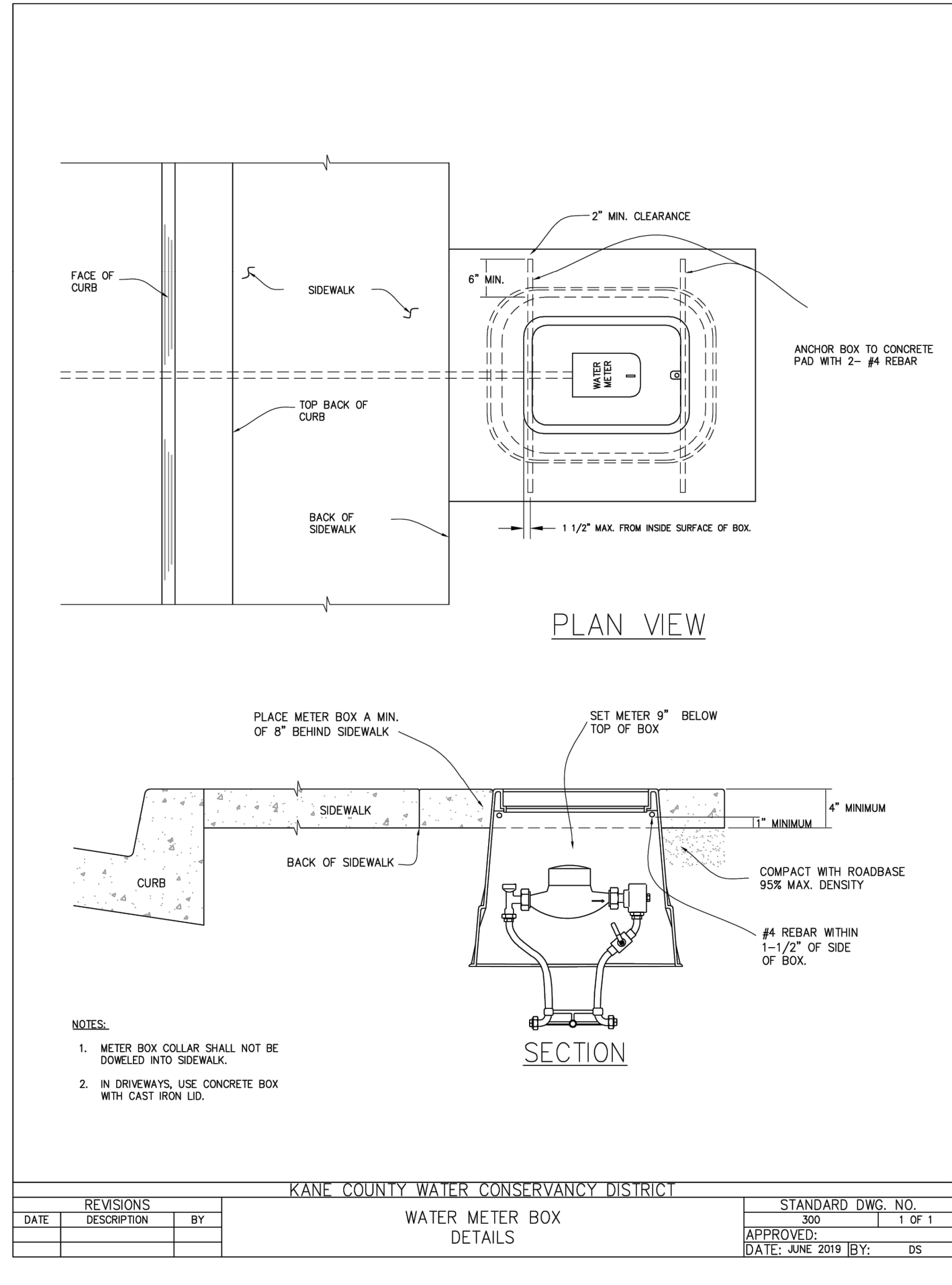
11 SEWER CLEANOUT DETAIL

SCALE: NONE

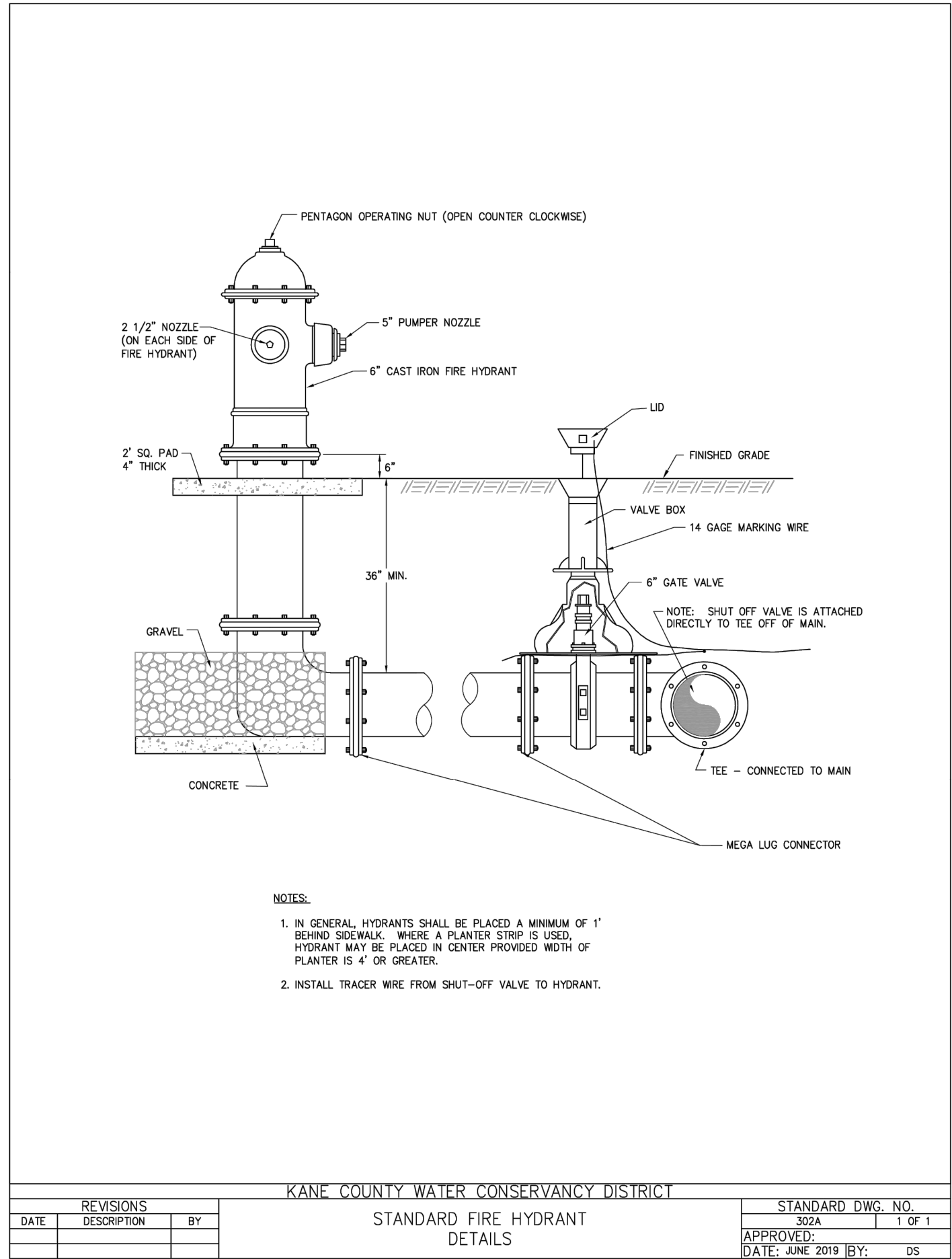


12 TRENCH BACKFILL AND REPAIR DETAIL

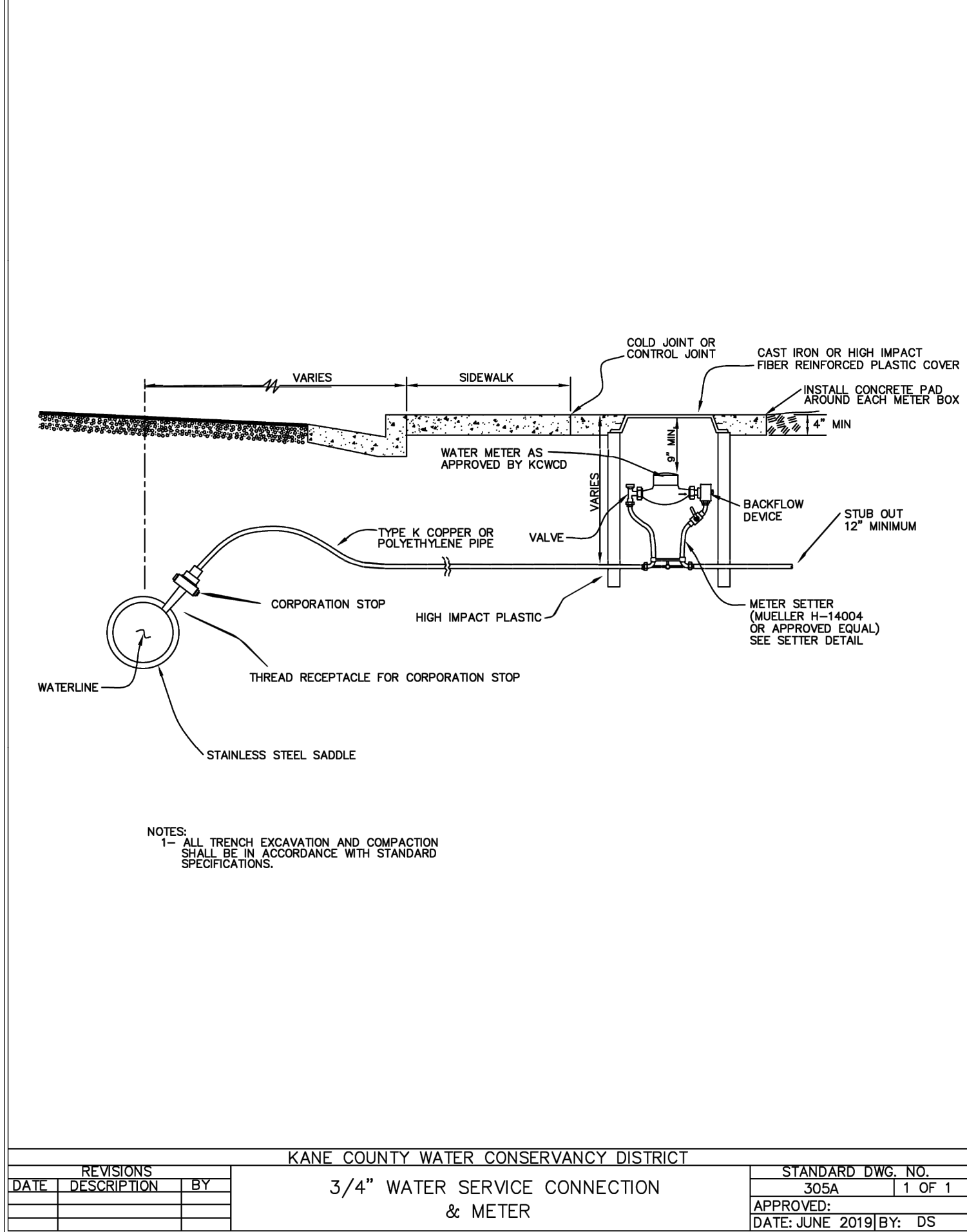
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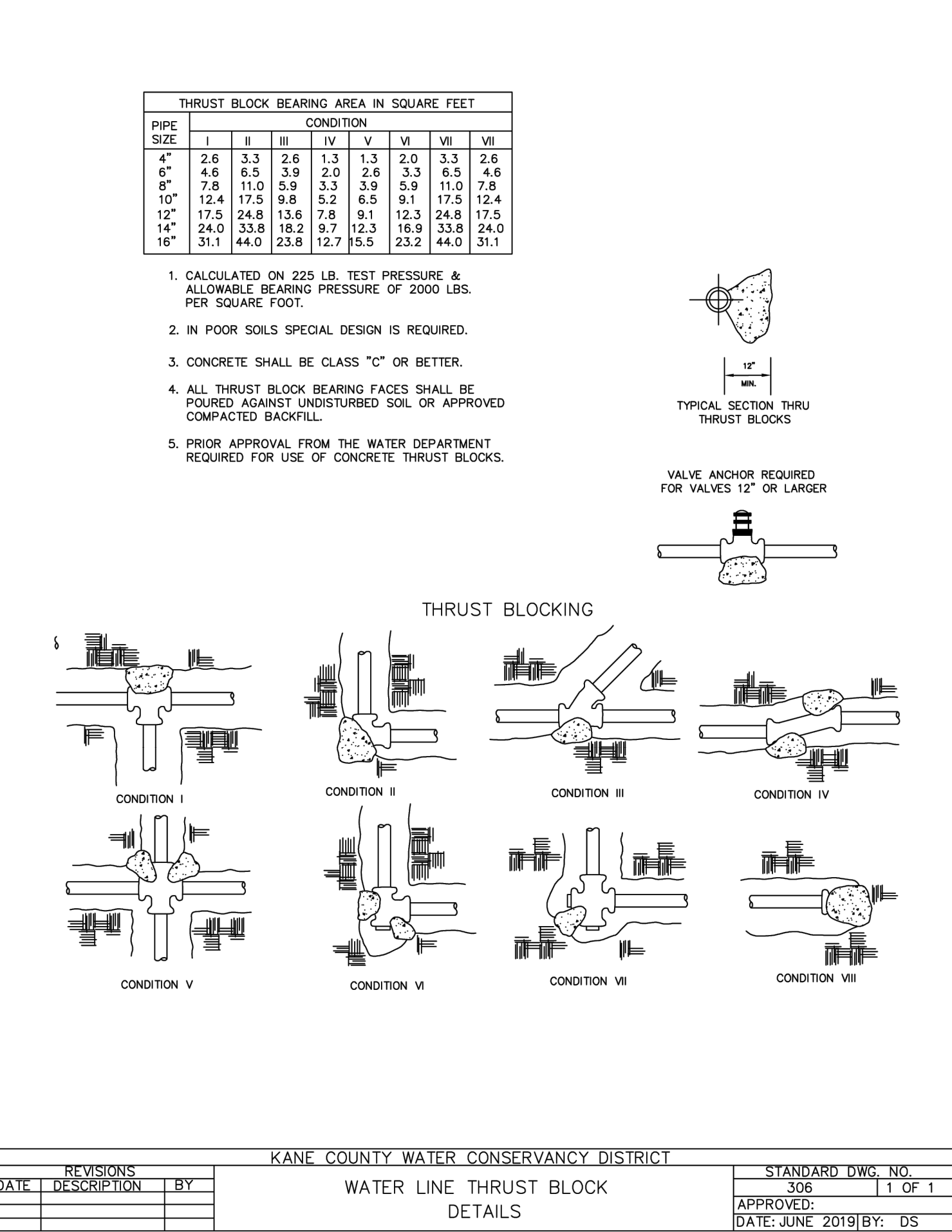
1 WATER METER BOX DETAIL SCALE: NONE



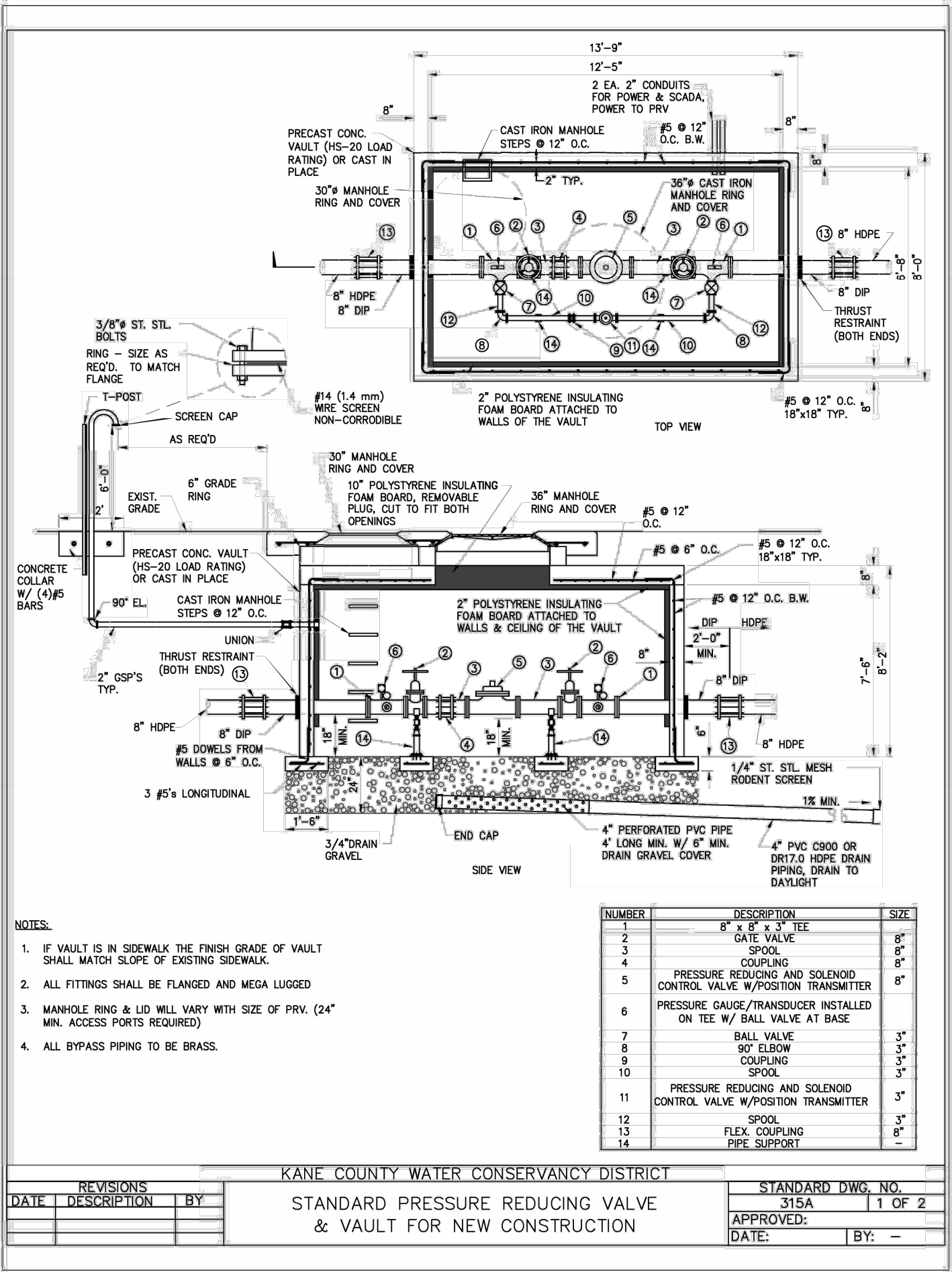
2 STANDARD FIRE HYDRANT DETAIL SCALE: NONE



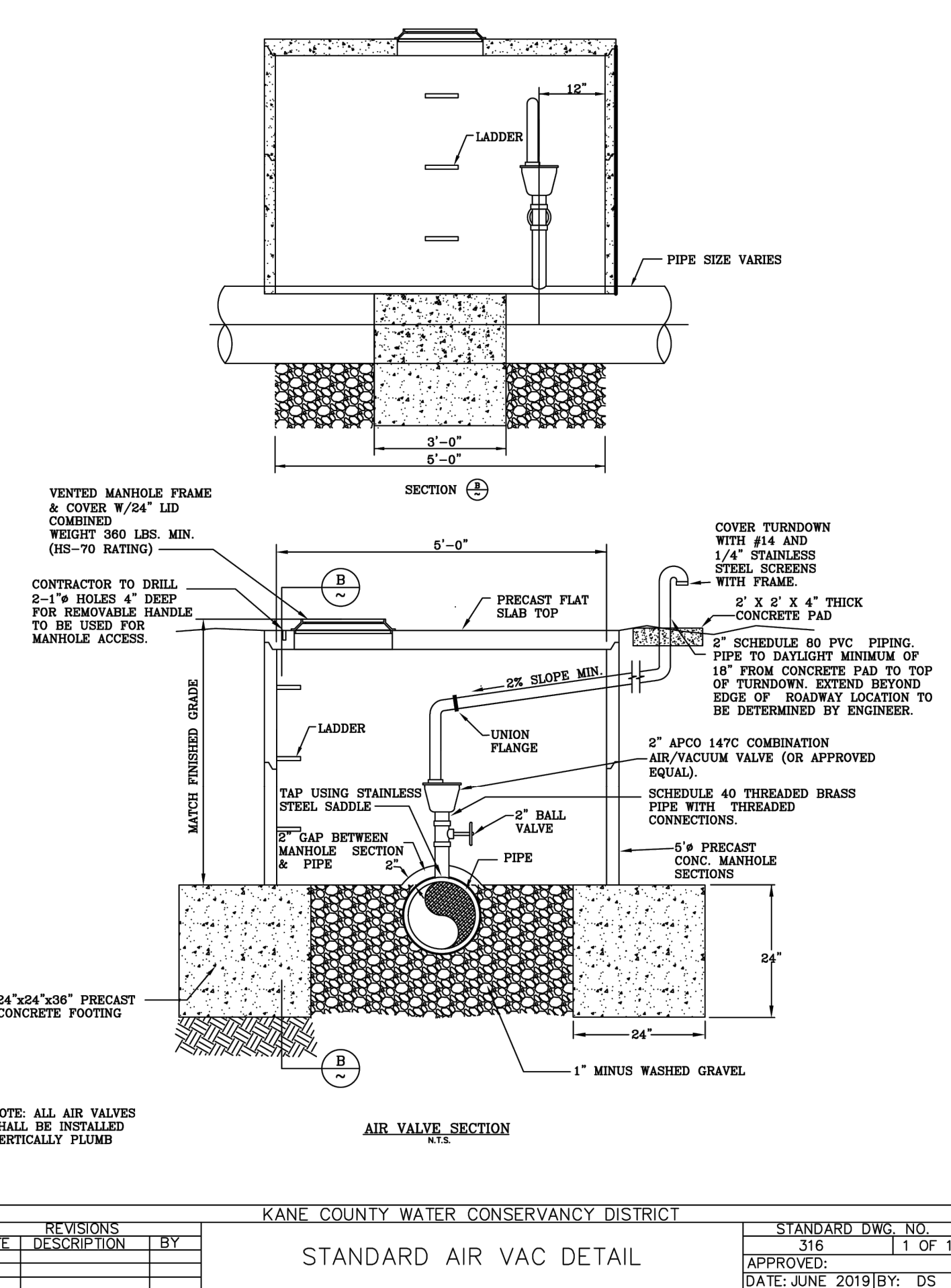
3 3/4" WATER SERVICE CONNECTION SCALE: NONE



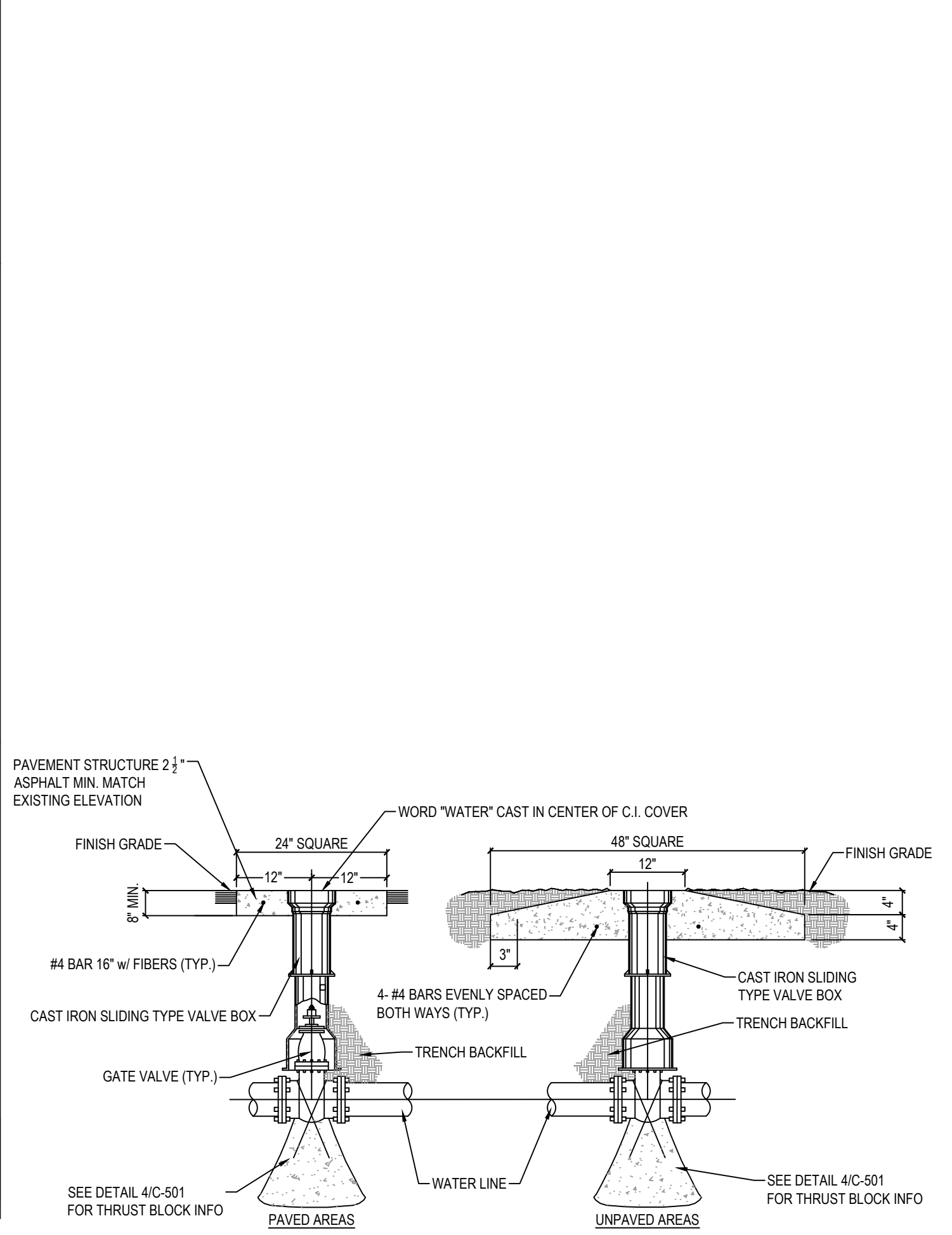
4 WATER LINE THRUST BLOCKS DETAIL SCALE: NONE



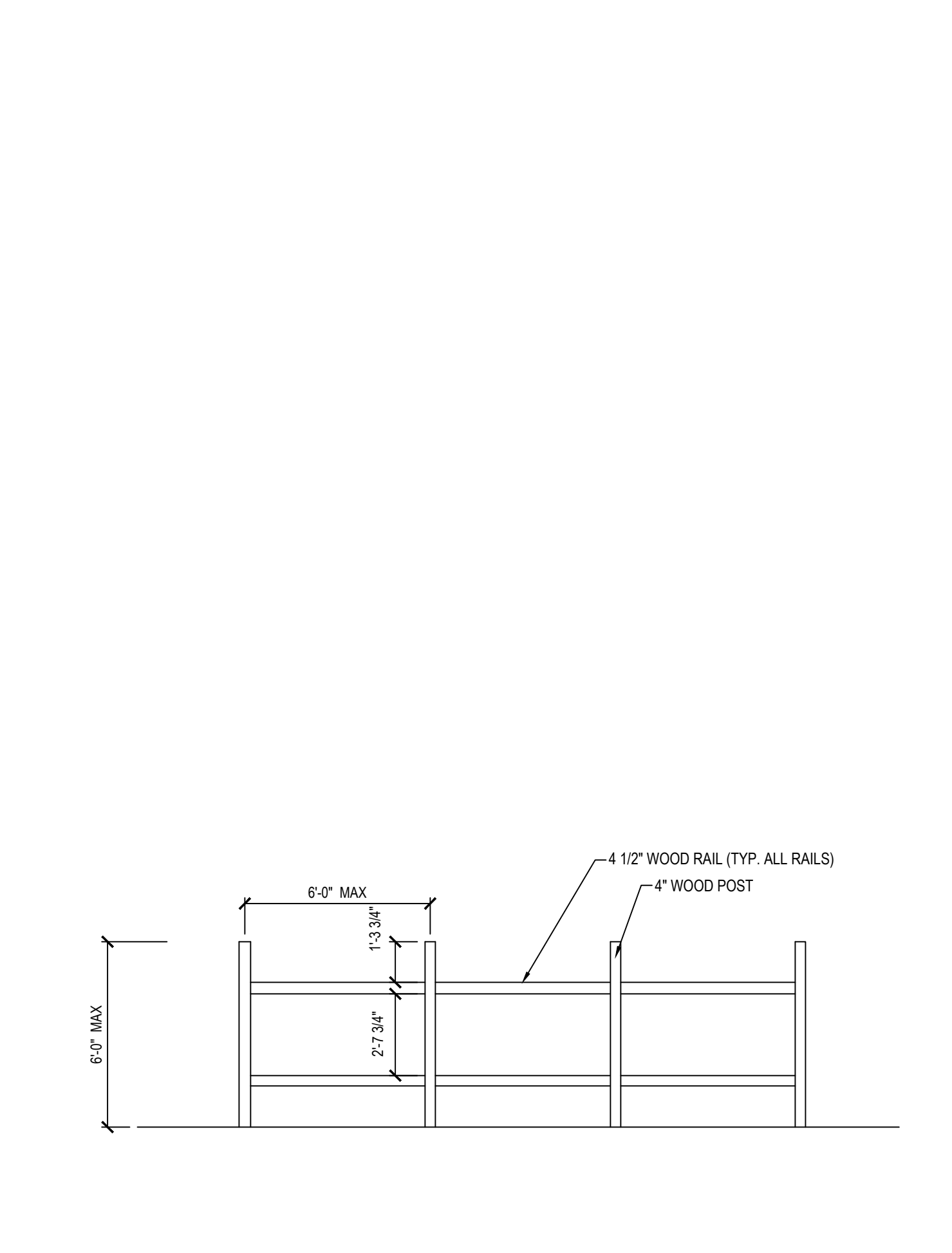
5 STANDARD PRESSURE REDUCING VALVE AND VAULT SCALE: NONE



6 STANDARD AIR VAC DETAILS SCALE: NONE



7 WATER VALVE BOX PAVED AND UNPAVED DETAIL SCALE: NONE



8 WOOD POLE OR SPLIT RAIL FENCE SCALE: NONE

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THE STANDARD IN ENGINEERING

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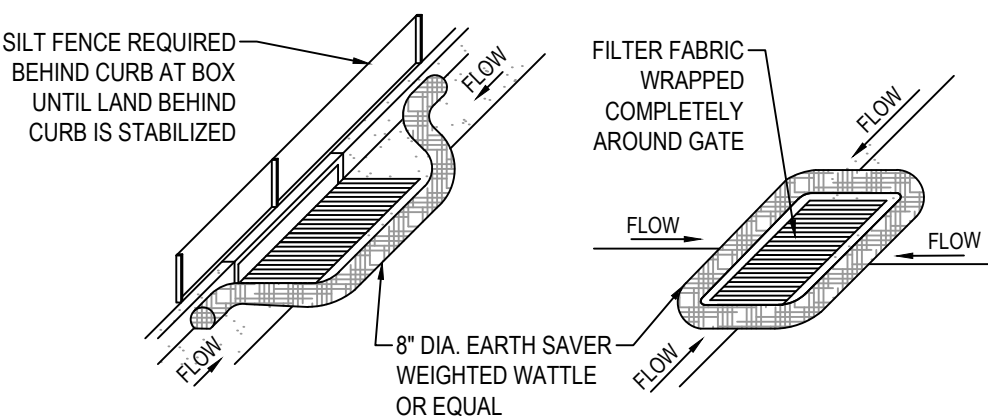
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KANAB, UTAH

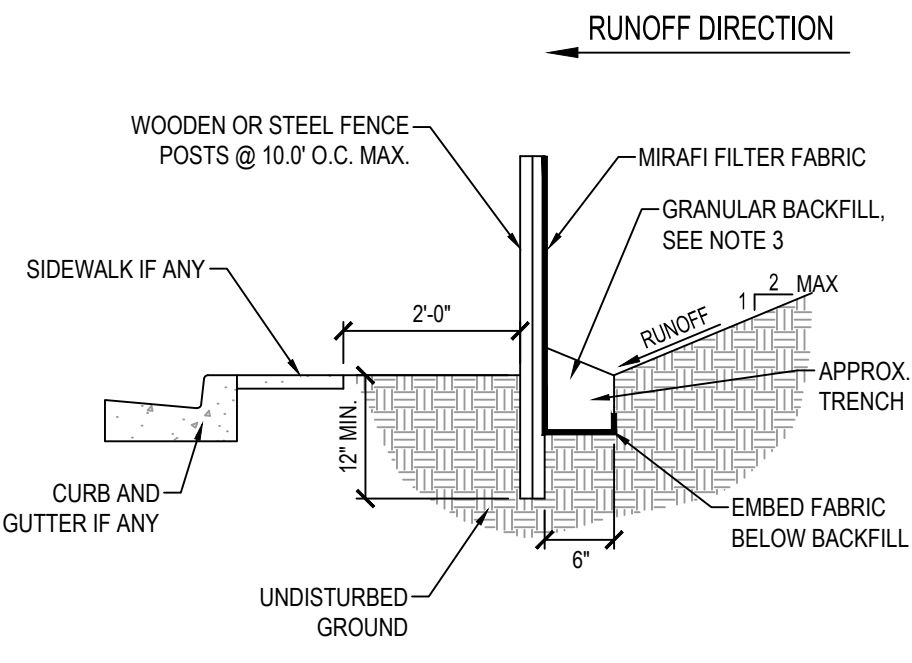
DETAILS

PROJECT NUMBER: 11370C
PRINT DATE: 2024-03-25
PROJECT MANAGER: KLC
DESIGNED BY: BRR

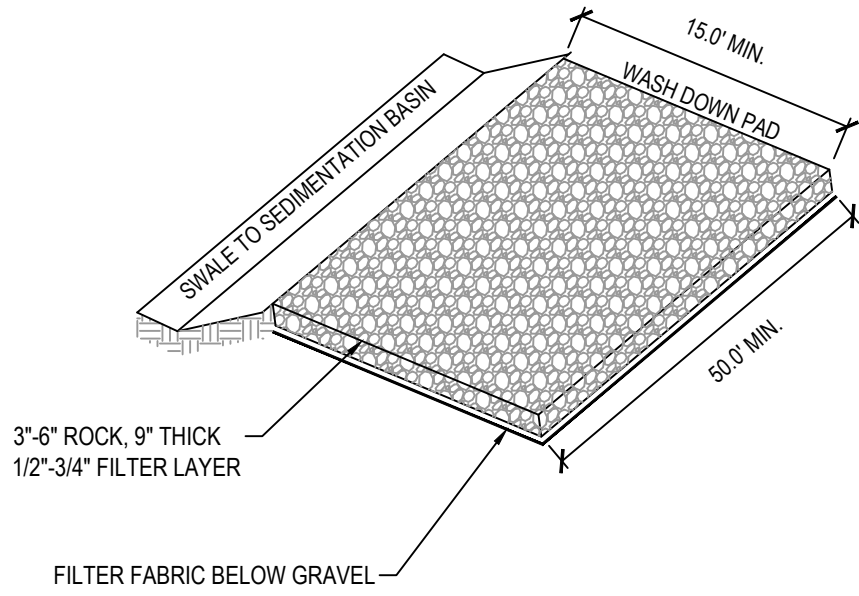
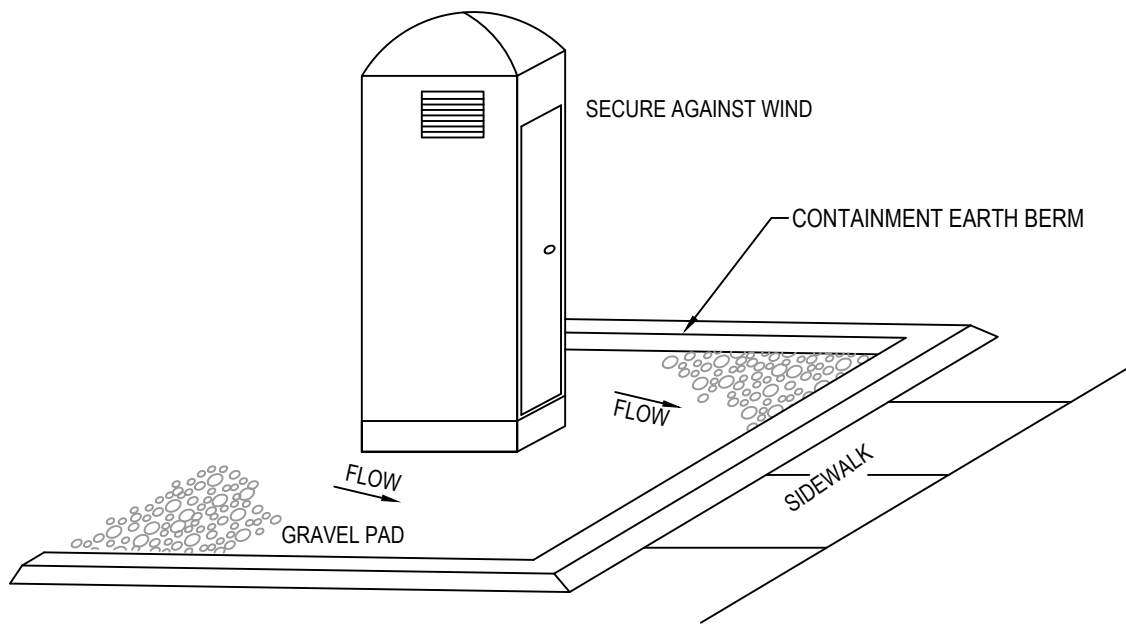
C-501



- NOTES:
1. PLACE WATTLES OR GRAVEL BAGS TIGHT AGAINST CURB TO PREVENT SEDIMENT-LODEN WATER FROM GETTING BETWEEN CURB AND WATTLE/BAG.
 2. PLACE WATTLES OR GRAVEL BAGS SUCH THAT FLOW DOES NOT OVERTOP CURB OR ROAD CENTERLINE.
 3. INSPECT INLET PROTECTION AFTER EVERY LARGE STORM EVENT AND AT LEAST BI-WEEKLY, OR PER SWPPP REQUIREMENTS, WHICHEVER IS MORE STRINGENT, TO ENSURE THAT SEDIMENT CONTROL IS MEETING ITS DESIGN INTENT, MAINTAIN AND/OR REPLACE AS NEEDED.
 4. REMOVE SEDIMENT ACCUMULATED WHEN IT REACHES 50% OF GRAVEL BAG OR WATTLE HEIGHT.
 5. CONTRACTOR MAY SUBMIT AN ALTERNATIVE METHOD OF INLET PROTECTION. THE ALTERNATIVE METHOD SHALL BE APPROVED BY THE CITY INSPECTOR AND THE ENGINEER OF RECORD.
 6. BEFORE PLACEMENT OF CURB, STABILIZATION OF LAND BEHIND CURB, AND/OR PAVING, MAINTAIN TOP OF INLET AT 6" ABOVE GRADE, AND SURROUND WITH SILT FENCE FOR SEDIMENTATION AROUND BOX. MAINTAIN SILT FENCE BEHIND BOX UNTIL LAND BEHIND CURB IS STABILIZED.



- NOTES:
1. EXCAVATE 6"x6" TRENCH ALONG LIMITS OF DISTURBANCE AS SHOWN ON CONSTRUCTION DRAWINGS.
 2. POSTS SHALL BE POSITIONED ON DOWNSTREAM SIDE OF FENCE.
 3. LAY TOE-IN FABRIC FLAP IN BOTTOM OF TRENCH. BACKFILL TRENCH WITH FREE DRAINING GRANULAR MATERIAL. COMPACT TRENCH TO SATISFACTION OF THE ENGINEER OF RECORD.
 4. SILT FENCE GEOTEXTILE SHALL MEET AASHTO M288-92 REQUIREMENTS.
 5. REMOVE & DISPOSE OF SEDIMENT WHEN ACCUMULATION IS 50% OF EXPOSED FENCE HEIGHT.
 6. 10' MAX. SPACING BETWEEN STAKES.
 7. SILT FENCES SHALL BE INSTALLED ALONG CONTOURS, NOT UP AND DOWN SLOPES, WITH 10' OVERLAP AT BREAKS.



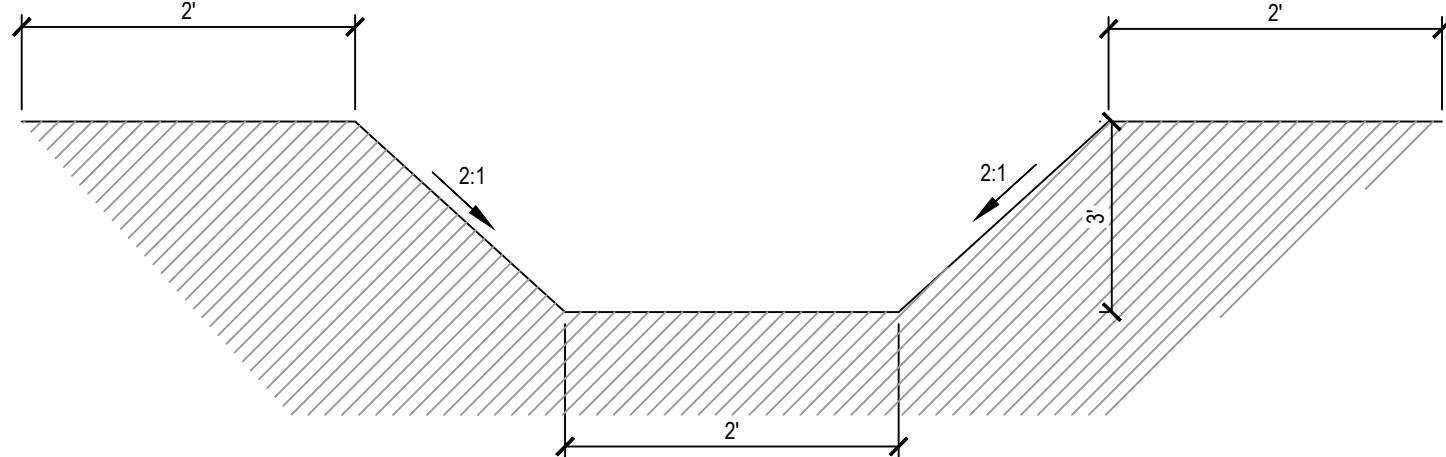
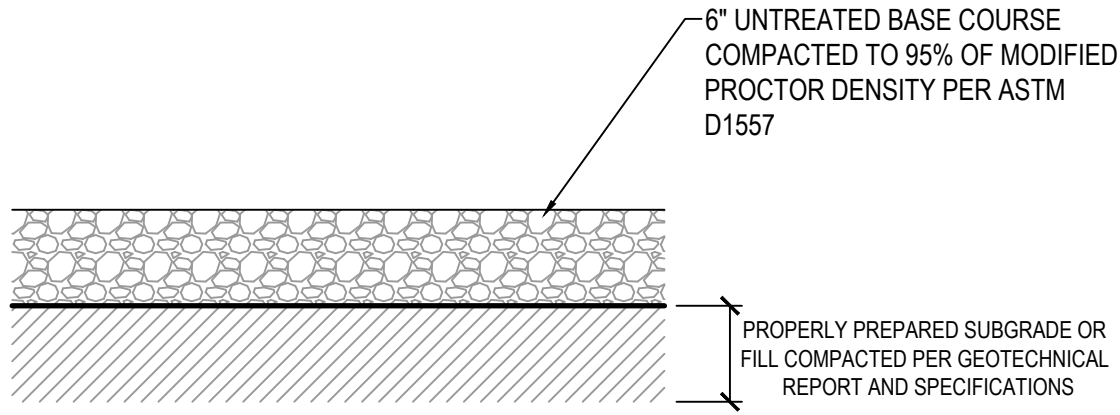
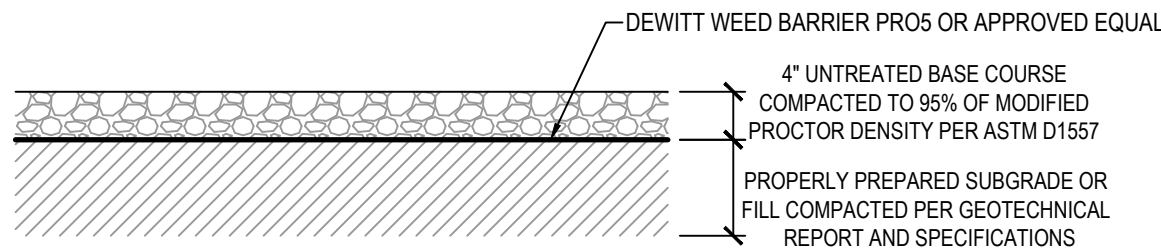
- NOTE:
1. PLACE SIGN ADJACENT TO ENTRANCE "CONSTRUCTION TRAFFIC ONLY - ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT SITE AT THIS LOCATION"

1 SAG INLET PROTECTION SCALE: NONE

2 TEMPORARY SILT FENCE SCALE: NONE

3 PORTABLE TOILET SCALE: NONE

4 STABILIZED CONSTRUCTION ENTRANCE SCALE: NONE



5 4" COMPACTED BASE COURSE WALKING PATH SCALE: NONE

6 6" COMPACTED BASE COURSE TURN-A-ROUND SCALE: NONE

7 OPEN CHANNEL CROSS SECTION DETAIL SCALE: NONE

WHEN RECORDED, RETURN TO:

DEVELOPMENT AGREEMENT FOR WILLOW RESERVE ESTATES

This Development Agreement for Willow Reserve Estates (“Agreement”) is entered into and effective as of the__day of__ 2024 (“Effective Date”), by and among Kanab 600, LLC, and its successors and/or assigns (“Developer”), and Kane County, a political subdivision of the State of Utah (“County”) (individually, each is a “Party” and collectively, “Parties”).

RECITALS:

- A. Developer owns approximately 596.591 acres of real property within the boundaries of Kane County, State of Utah, as more particularly described in Exhibit “A” (“Property”) attached hereto and incorporated herein.
- B. Developer desires and intends to develop the Property as a multi-phase development known as Willow Reserve Estates (“Project”), as generally depicted on the plans prepared by Developer (together, the “Preliminary Concept Plan”) attached hereto as Exhibit “B” and incorporated herein.
- C. In connection with the development of the Property, Developer will provide a completion assurance in the form of a completion bond (“Completion Bond”) and an improvement guarantee in the form of a warranty bond (“Warranty Bond”), which bonds may be provided either by means of a bond or irrevocable line of credit. The Completion and Warranty Bonds shall be provided for each individual phase of development.
- D. Section 9-20-3(M) of the Land Use Ordinance of Kane County, Utah (“Code”) requires the Developer to enter into a development agreement to memorialize certain terms related to the Project improvements.
- E. This Agreement is provided in fulfillment of Code 9-20-3(M), which requires the Parties to agree to certain terms related to the Project improvements.
- F. Developer desires to take all steps necessary to finalize approval of the Project and develop the Project as provided in this Agreement.
- G. Each of the Parties is willing to enter into this Agreement in order to implement the purposes of applicable state law and the County’s Land Use Ordinance.
- H. Acting pursuant to its authority under Utah Code Annotated, §§ 17-27a-102, *et seq.*, and after all required public notice and hearings, the County, in its exercise of its legislative discretion has determined that entering into this Agreement furthers the purposes of the (i) the County Land Use, Development, and Management Act, (ii) the County’s General Plan, and (iii) the Code. As a result of such determination the County (i) has elected to approve the Project in a manner resulting in negotiation, consideration, and approval of this Agreement and (ii) has concluded that the terms and conditions set forth herein serve a public purpose and promote the health,

safety, prosperity, security, and general welfare of the inhabitants and taxpayers of the County.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals (which recitals are incorporated into this Agreement) and the covenants hereafter set forth in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. COMPLETION BONDS AND WARRANTY BONDS FOR PROJECT IMPROVEMENTS

- a. Engineer's Estimate. Developer's engineer will provide estimates for each of the proposed fifteen (15) phases of the Project. Each phase will have its own development schedule, each of which can be independent of and unrelated to the development schedule of any other phase.
- b. Completion Bond. In compliance with Code 9-21(I)-l, Developer will provide a Completion Bond in connection with Developer's execution of the final plat for any phase of the Project. The form and amount of the Completion Bond is subject to approval of the County engineer as set forth in Section 3 of this Agreement.

2. OBLIGATION TO CONSTRUCT PROJECT IMPROVEMENTS

- a. Project Improvements. With respect to any particular phase, the Developer shall complete the agreed Project improvements for that phase within the proposed timeline for that phase, plus an additional period of time as mutually agreed by the Parties, provided however that such additional time shall not be less than one (1) year nor more than two (2) years for that phase of the Project.
- b. Default. If the Developer defaults in its obligation to timely complete the Project improvements as specified in Section 2.a, subject to the provisions of Section 7.m, the County may pursue its remedies under the Completion Bond and any other remedy available under law.

3. WARRANTY FOR PROJECT IMPROVEMENTS

- a. Completion Bond and Warranty Bond. The Developer hereby guarantees that, with respect to each approved phase, all Project improvements for that phase shall be installed through completion in accordance with plans approved by the County Engineer as set forth in Code 9-21(I)-l. Developer further guarantees that, with respect to each approved phase, all Project improvements for that phase shall remain free of material defects for one year from the date of acceptance by the County in accordance with Code 9-21(I)-6.
- b. Form of Completion Bond and Warranty Bond.
 - i. The Completion Bond shall be in the form of a bond or irrevocable line of credit for each approved phase in the amount of one hundred ten percent (110%) of the Developer's engineer's estimated cost of improvements for that phase which is also approved by the Kane County Engineer, which approval the County

Engineer shall not be unreasonably withhold. No additional inflation percentage shall be required. See Code 9-21(I)-2.

- ii. The Warranty Bond shall be in the amount of ten percent (10%) of the Developer's engineer's estimated cost of improvements for each phase which is also approved by the Kane County Engineer. This amount may be covered under the Completion Bond set forth in Subsection 3.a., above, so long as the bond/line of credit specifically covers the additional one (1) year warranty period. If the Completion Bond does not cover the additional one (1) year warranty period, then Developer shall submit a Warranty Bond in the amount of ten percent (10%) of the Developer's engineer's estimated cost of improvements, which is also approved by the Kane County Engineer.
- iii. For purposes of clarity, with respect to any approval by the County Engineer which is required or necessary or both shall, such approval shall not be unreasonably withheld. This rule of reasonableness shall apply to all similar approvals to be provided by County employees or agents or both, whether such approvals are set forth in this Agreement or in the Code.
- iv. In the unlikely event that Developer believes the approval of the County Engineer has been unreasonably withheld, the Developer shall submit written notice of its objection. Upon receipt of that written notice, the Parties will have ten (10) business days to resolve their dispute. If after such dispute resolution, in the further unlikely event that the approval of the County Engineer has still not yet been granted, and the Developer continues to believe the approval has been unreasonably withheld, then the Parties shall submit the disputed issue(s) to a mutually agreed competent engineer to resolve the dispute; the cost of such competent engineer shall be born equally by the Parties. In the event the Parties cannot agree on a competent engineer, then the two proposed competent engineers shall pick a 3rd engineer, which 3rd engineer shall then resolve the dispute. The Parties agree that this dispute resolution process shall take not more than ninety (90) days.

c. Acceptance and Release of Completion Bond and/or Warranty Bond

- i. Request for conditional acceptance of any particular phase of the Project improvements and the corresponding reduction in either the Completion Bond or Warranty Bond or both must be submitted in writing by the Developer to the County. When installations of a particular phase of the Project improvements are seventy percent (70%) complete, then fifty percent (50%) of the Completion Bond will be released after inspection and written verification by the County Engineer. After completion of all required work for a particular phase, an additional fifty percent (50%) of the Completion Bond will be released after inspection and written verification by the County Engineer. After these two releases, ten percent (10%) of the original Completion Bond will still remain outstanding until completion of Warranty Bond the warranty period.
- ii. At the end of the one (1) year warranty period, there shall be a final warranty inspection by the County Engineer for that particular phase. Any and all defects,

if any, must then be repaired and maintenance must be completed prior to final approval of that phase.

- iii. Upon final written approval by the County Engineer of that phase, the land use administrator shall, in writing, accept all improvements and release any remaining Completion Bond or Warranty Bond or both.
- d. Repairs. If the County Engineer reasonably finds that a repair or maintenance is necessary on any particular phase of the Project, the County will provide written notice ("Notice") to the Developer that specifies the necessary repair or maintenance. Developer will then have a reasonable time to complete the necessary repairs or maintenance, but no event less than thirty (30) calendar days from the date of the written notice. For purposes of clarity, the provisions of Section 7.n. shall be incorporated into and apply with respect to any required repair or maintenance or both, although no repair nor maintenance in and of itself standing alone shall constitute a Default. If the Developer fails to perform the maintenance or repair within a reasonable time, the County shall pursue further remedy under the performance and completion bond or improvement warrantee.

4. PHASES OF THE PROJECT

- a. Phases. As set forth above, this Project has fifteen (15) phases, each of which may be independently developed in such order as the Developer deems appropriate. After the final plat for any particular phase is approved, the Developer may immediately submit a preliminary plat for the next phase of the Project. The Parties agree that a Completion Bond and/or a Warranty Bond will be required as a condition for the execution or recording of the final plat for a particular phase.

5. GENERAL RIGHTS AND RESPONSIBILITIES

- a. Vested Rights for the Project. To the fullest extent permissible under the law, this Agreement grants and vests in Developer all rights consistent with the zoning in effect as of the Effective Date, including but not limited to the zoning exceptions listed below, and to develop the Project as a single-family home development in accordance with the Preliminary Plan and Final Plan, which Preliminary Plan and Final Plan, including but not limited to the uses and zoning shown on the Preliminary Plan, are hereby approved. The Parties agree that as part of the development of any phase, the Developer may construct model homes prior to the completion of full infrastructure for that phase, provided that the model home shall not be sold and the certificate of occupancy shall not be issued prior to the completion of the infrastructure for that phase. While it is not anticipated that any additional conditional uses are needed for the Project, the Developer reserves the right to submit additional conditional uses, if and when necessary. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement are both contractual and provided under the common law concept of vested rights. It is expressly understood by the County that Developer may assign all or any portions of its rights and obligations under this Agreement provided such assignees agree to be bound by the terms of this Agreement.
- b. Zoning. With respect to the zoning to be in place as of the Effective Date, such zoning

shall include the following exceptions:

- i. Code 9-6(A)-4.F. referring to household pets, which exception shall, with respect to phase(s) which have an Equestrian Center, permit the maximum number of household pets to be fifteen (15);
 - ii. Code 9-21(E)-2 referring to phased subdivision and planned unit developments, which exception shall permit (a) more than four (4) phases to be developed, where each phase may be developed in the order as determined by the Developer in its reasonable discretion, and (b) any particular phase developed to be less than twenty-five percent (25%) of the total number of lots in the subdivision or twenty five percent (25%) of the area of a planned unit development.
 - iii. Code 9-21(G)-5 referring to standard block lengths, which exception shall permit lengths of greater than 1,000 feet. The developer will submit an overall phasing plan with the 1st phase of improvements to show that the 1,000 foot rule will be adhered to.
 - iv. With respect to outdoor lighting, the Developer will reasonably and substantially comply with Kanab Land Use Ordinance Chapter 22 – Outdoor Lighting
- c. Statement Regarding “Compelling, Countervailing Public Interests”. The County and the Developer acknowledge each is familiar with the “compelling, countervailing public interest” exception to the doctrine of vested rights in the State of Utah. The County acknowledges that as of the date of this Agreement, to the best of its knowledge, information and belief, the County is presently unaware of any material facts under which a desire of the County to modify Developer’s rights under this Agreement or the Preliminary Site Plan would be justified by a “compelling, countervailing public interest.” County shall immediately notify Developer if any such facts come to County’s attention after the execution of this Agreement and shall take all reasonable steps to maintain Developer’s vested rights as set forth in this Agreement or the Preliminary Site Plan.
 - d. Dedication. Developer shall dedicate the water system to the Kane County Water Conservancy District upon completion. Dedication of the sewage system is independent of the dedication of the water system and may be separately dedicated to a public infrastructure district or other mutually agreed entity. The sewer system, if any, will be dedicated to the Kane County Water Conservancy District (KCWCD). This system will be owned, operated, and maintained by KCWCD.
 - e. Public Infrastructure District. Notwithstanding anything to the contrary in this Agreement, the County and Developer specifically agree and acknowledge that the Developer shall be entitled to seek the creation of one or more Public Infrastructure Districts permitted pursuant to Utah statutes, particularly chapter 2a, part 12 of the Public Infrastructure District Act (the “PID Act”) as the determined by Developer, in order to implement and facilitate the financing, construction and operation of public infrastructure for the Property. Subject to the provisions of the PID Act, the County and Developer agree to continuing cooperation in connection with the formation and operation of Public Infrastructure District(s) in order to accommodate development

circumstances, to fund, construct and/or provide public facilities and services as set forth in this Agreement, including but not limited to streets, water, sewer and drainage, with or otherwise serving all or a portion of the Property. The County agrees that it will exercise any rights reserved to the County under the PID Act the connection with the establishment or operation of any Public Infrastructure District for the Property, or any portion thereof, in accordance with the requirements of the PID Act. The County agrees that any obligation set forth in this Agreement for the financing and construction of public improvements which are required to serve the Property, which will be owned by the County, a Public Infrastructure District or other limited purpose government entity may be undertaken, performed and completed by a Public Infrastructure District, subject to the requirements of the PID Act and the approval of the County consistent therewith. Any Public Infrastructure District created for the Property, or any portion thereof, shall not create any financial liabilities for the County. For purpose of clarity, in compliance with Code 9-20-3-E, if formed the PID will be responsible for and have jurisdiction over the preservation, maintenance and ownership of any and all open, common areas under this Agreement. If, in contrast, a PID is not formed, the homeowners' association (HOA) or other similar organization shall be responsible for and have jurisdiction over preservation, maintenance and ownership of open, common areas under this Agreement.

- f. Covenant. The Developer shall not sell, lease, or convey any part of the Property to any person before this Agreement is executed. For clarity, upon execution of this Agreement, Developer may sell, lease, or convey any part of the Property to any person at Developers sole discretion.

6. GENERAL PROVISIONS

- a. Binding Effect. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties hereto and their successors in interest. This Agreement shall run with the Property, binding all successors, heirs, and assigns of the Property, to secure the installation of the improvements required together with payment of all costs, including reasonable attorney fees which may be incurred by the County in the enforcement of any of the terms and provisions of the Agreement.
- b. No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and among the Parties that: (i) the Project is a private development; (ii) there is no agency relationship, joint venture, or partnership between the County and the Developer; and (iii) nothing contained herein shall be construed as creating any such relationship among the County and Developer.
- c. Modification of the Preliminary Concept Plan. The Parties hereby agree that the Developer may amend and/or modify the Preliminary Concept Plan from time to time as needed, provided the Developer submits each Preliminary Concept Plan modification/ amendment proposal ("Plan Revision") to the County for approval, which approval shall not be unreasonably withheld. For purposes of administrative convenience, any Plan Revision shall be automatically deemed approved if both of the following conditions are met: (a) density across all phases does not increase, AND (b) the proposed modification is minor (for example, redrawn lot lines such that the lot size of any affected lot has not changed by more than five percent (5%)).

- d. No Obligation to Undertake Development. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall impose on Developer an obligation or affirmative requirement to develop the Project or any portion thereof. If Developer undertakes to develop all or any portion of the Project pursuant to the Preliminary Concept Plan and this Agreement, Developer agrees to abide by the terms and conditions of this Agreement and the Preliminary Concept Plan.

7. MISCELLANEOUS

- a. Incorporation of Recitals, Introductory Paragraphs, and Exhibits. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.
- b. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.
- c. Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.
- d. Construction. This Agreement has been reviewed and revised by legal counsel for the Developer and the County, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
- e. Further Assurances, Documents and Acts. Each Party hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.
- f. Assignment. In conjunction with the sale of some or all of the land to be developed under this Agreement, Developer may assign this Agreement, in part or in whole, to a replacement developer provided however that the Developer shall assign both the rights and obligations under this Agreement with respect to the part, or whole, which is assigned. Upon assignment, with respect to the assigned portion only, Developer shall be released from all rights and obligations and County thereafter shall look only to the assignee. The rights of the County under this Agreement shall not be assigned, but the County is authorized to enter into any contract with a third party to perform obligations of the County to operate and maintain any infrastructure improvement so long as such party adequately and reasonably maintains and operates such facility or improvement.
- g. Recording. This Agreement shall be recorded in its entirety, at Developer’s expense, in the Official Records of Kane County, Utah.
- h. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- i. Notices. Any notice or communication required hereunder between the Parties shall be in writing, and may be given either personally, by overnight courier, by hand delivery or

by registered or certified mail, return receipt requested or by facsimile. If given by overnight courier or registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such Party set forth below (provided, however, that the notice is not effective unless transmission is confirmed and a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the other Party. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to Developer: KANAB 600, LLC

c/o Greg Whitehead
2901 Bluegrass Blvd.
Lehi, UT 84043

With a copy to: Philo Development Group, LLC
Brett R. Keenan, General Counsel
2901 Bluegrass Blvd.
Lehi, UT 84043

If to County:
Kane County
c/o Shannon McBride 76 N. Main St.
Kanab, UT 84741

With a copy to:
Kane County Attorney
Attn: Rob Van Dyke 76 N. Main St.
Kanab, UT 84741

- j. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties 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.
- k. Counterparts and Exhibits, Entire Agreement. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original.
- l. Duration. This Agreement shall continue in force and effect for a term of thirty-five (35) years from the Effective Date. Upon the termination of this Agreement, the Parties shall,

at the request of either Party, execute an appropriate recordable instrument confirming that this Agreement has been fully performed, terminated, or lapsed as provided for herein.

- m. No Further Exactions. Subject to the obligations of Developer hereunder, no further exactions shall be required of Developer by the County for the Project. Notwithstanding the foregoing, this paragraph shall not be construed to relieve Developer from any dedications or other requirements required by applicable law or ordinance in effect when this Agreement is executed unless otherwise provided in this Agreement.
- n. Default. Failure by a Party to perform any of the Party's obligations under this Agreement within a thirty (30) day period ("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 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 institute legal proceedings to enforce the terms of this Agreement or may terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.
- o. Termination. If the County elects to consider terminating this Agreement due to any uncured Default by Developer, then the County shall give to the Developer written notice of County's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by County's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If County's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, County shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. County may thereafter pursue any and all remedies at law or equity.
- p. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by County or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
- q. Severability, Invalidity. If County's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the Parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected and this Agreement shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.

- r. Force Majeure. Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including but not limited to, acts of God, acts of the United States Government or the State of Utah, s, floods, strikes, materials shortages, embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify County and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.
- s. Institution of Legal Action. In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Sixth District Court, Kane County, State of Utah.
- t. Names and Plans. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.
- u. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the County Commission taken with the same formality as the vote approving this Agreement.

[Intentionally Left Blank -- Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by the Developer, by persons duly authorized to execute the same, by the County, acting by and through its County Commission by duly authorized persons as of the _____ day of _____, 2024.

Kane County A political subdivision of the State of Utah Attest By: Chameill Lamb Title: County Clerk Date:	Kane County By: Title: Chair, Kane County Commission Date:
Kanab 600, LLC By: Greg Whitehead Title: Manager Date:	

STATE OF UTAH)

SS.

COUNTY OF KANE)

On the _____ day of _____ 2024, personally appeared before me _____ whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the manager of KANAB 600, LLC, and did duly acknowledge to me that the foregoing document was entered into on behalf of such entity by authority of its organizational documents and that the document was the act of KANAB 600, LLC, for its stated purpose.

Notary Public

ARTICLE D. PRELIMINARY PLAT

SECTION:

9-21D-1: General Requirements

9-21D-2: Required General Submission Items; Administrative

9-21D-3: Submitted Drawing Requirements

9-21D-4: Review Procedure

9-21D-5: Land Use Authority Approval

9-21D-6: Site Construction

9-21D-1: GENERAL REQUIREMENTS:

Copies of all required materials for preliminary plat review shall be submitted to the Kane County Land Use Authority Administrator by the developer/subdivider or their authorized representative a minimum of twenty one (21) days prior to the Kane County Land Use Authority's meeting date at which the preliminary plat is to be reviewed. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

9-21D-2: REQUIRED GENERAL SUBMISSION ITEMS; ADMINISTRATIVE:

- A. One copy of application for subdivision and planned unit development.
- B. Subdivisions and planned unit development deposit. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)
- C. Agreement - subdivision and planned unit development.
- D. Statement of taxes and assessments paid.
- E. Certificate of title insurance.
- F. Articles of incorporation (LLC, partnership or corporation).
- G. Notarized affidavit that applicant is the owner or authorized by the owner to make application for the proposed land to be subdivided.
- H. Signed proposed deed restrictions. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2016-4, 10-15-2018)
- I. Development agreement draft (as applicable). (Ord. 2014-1, 1-27-2014, eff. 2-11-2014; amd. Ord. O-2016-4, 10-15-2018)
- J. Engineer's cost estimate.
- K. Soils and maps report. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2016-4, 10-15-2018)

L. Three (3) copies of on-lot disposal report. (Ord. 2014-1, 1-27-2014, eff. 2-11-2014; amd. Ord. O-2016-4, 10-15-2018)

M. Letters of feasibility/will serve letters (as applicable):

1. Water system (Southwest Utah Public Health Department, Utah Department of Environmental Quality or Kane County Water Conservancy District, etc.);

2. Sewage treatment from Southwest Utah Public Health Department or Utah Department of Environmental Quality;

3. Telephone;

4. Garkane Energy;

5. Solid waste disposal;

6. Access - Utah Department of Transportation and/or Kane County; (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2016-4, 10-15-2018)

7. United States Kanab Post Master for the location of mail delivery cluster boxes; (Ord. O-2018-2, 4-9-2018)

8. Other (as requested). (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2016-4, 10-15-2018; Ord. O-2018-2, 4-9-2018)

9-21D-3: SUBMITTED DRAWING REQUIREMENTS:

A. Three (3) copies of preliminary plat map (24 inches x 36 inches).

B. The accuracy of location of alignments, boundaries and monuments shall be keyed to USGS monuments and certified by a registered land surveyor licensed to do such work in the State of Utah. The plat map shall be done in a professional manner with all of the requirements clearly shown. Poorly drawn, illegible or incomplete plat maps are sufficient cause for rejection.

C. The plat map shall be drawn to a scale not less than one inch equals fifty feet (1" = 50'), if feasible, and shall indicate the basis of bearings, true north point, name of subdivision, name of county, township, range, section and quarter section, block and lot number of the proposed subdivision, keyed to USGS survey monuments.

D. Location and vicinity map (on plat).

E. Drawing requirements:

1. Area map showing area plus one-half ($\frac{1}{2}$) mile;

2. Traverse map of subdivision;

3. Lot and street layout;

4. Dimensions of all lots;

5. Total acreage and legal description;
6. Lots numbered consecutively;
7. Location and names of existing and proposed easements;
8. Existing and proposed street names;
9. Drainage direction for existing and proposed streets;
10. All fence lines;
11. Heavily wooded areas located;
12. Site to be reserved or dedicated for public use;
13. Sites listed to be used for nonsingle-family dwellings;
14. Dedicated public space;
15. Signature blocks.

F. Overall site plan requirements:

1. Future street layout for area not being subdivided (phased subdivisions and planned unit development);
2. Watercourses and proposed drainage systems;
3. 100-year flood boundaries;
4. Existing buildings, easements or utilities within two hundred feet (200');
5. Location and size of proposed utilities; (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)
6. Location and size of mail delivery collection box units or simply cluster box units. (Ord. O-2018-2, 4-9-2018)
7. Any other covenants, easements or restrictions. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2018-2, 4-9-2018)

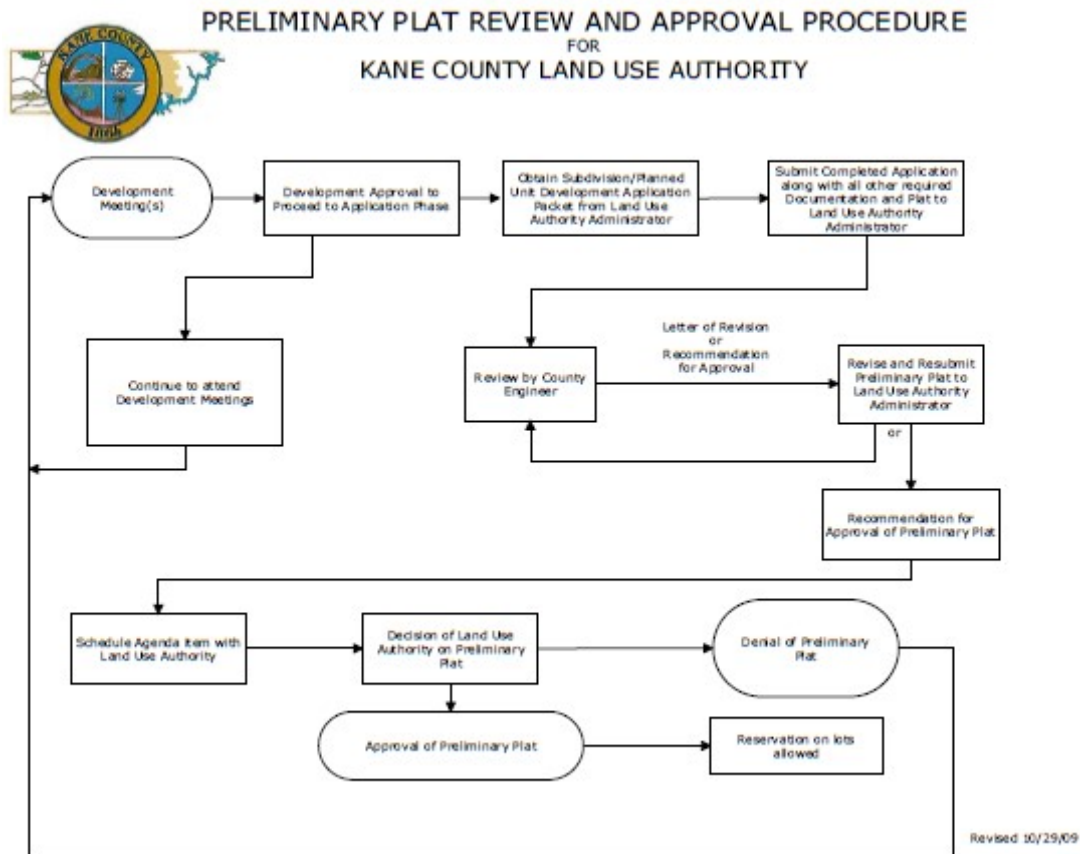
G. Summary statement (on plat):

1. Total development area;
2. Number of proposed dwelling units;
3. Total number of square feet in nonresidential floor space;
4. Total number of off street parking spaces;
5. Amount of water per lot;
6. Estimated gallons per day of sewage;

7. Survey notes of perimeter survey. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

9-21D-4: REVIEW PROCEDURE:

When the preliminary plat and all documentation has been received, reviewed and approved by the Land Use Authority Administrator and Kane County Engineer, it shall be placed on the Kane County Land Use Authority's agenda for review within forty five (45) days.



(Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

9-21D-5: LAND USE AUTHORITY APPROVAL:

A. The Kane County Land Use Authority shall review all completed applications for preliminary plat approval and shall forward to the Land Use Authority only those preliminary plats which it finds have been developed in accordance with the standards and criteria specified in this chapter and all other ordinances and laws of Kane County and the State of Utah; including, but not limited to, land use ordinances, general plan and transportation plan.

B. At a public meeting the Land Use Authority may recommend approval to the County Commission, with or without conditions, table until additional information has

been provided or disapprove the preliminary plat. In the event that the Kane County Land Use Authority disapproves a preliminary plat, it shall state, in writing, within thirty (30) days to the developer/subdivider the reason for disapproval via certified mail, return receipt requested.

C. If recommended for approval to the County Commission, the County Commission shall review the application for approval, approval with conditions, or denial at the next regularly scheduled County Commission meeting. (Ord. O-2016-4, 10-15-2018)

9-21D-6: SITE CONSTRUCTION:

A. No infrastructure site work may be started, even with preliminary plat approval, until construction drawings are submitted and approved by the Kane County Engineer.

B. Failure to comply will be punishable as a Class B misdemeanor with a one hundred dollar (\$100.00) per day fine until situation is rectified. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

SECTION:

9-21D-1: General Requirements

9-21D-2: Required General Submission Items; Administrative

9-21D-3: Submitted Drawing Requirements

9-21D-4: Review Procedure

9-21D-5: Land Use Authority Approval

9-21D-6: Site Construction

C. If recommended for approval to the County Commission, the County Commission shall review the application for approval, approval with conditions, or denial at the next regularly scheduled County Commission meeting. (Ord. O-2016-4, 10-15-2018)

9-21D-6: SITE CONSTRUCTION:

A. No infrastructure site work may be started, even with preliminary plat approval, until construction drawings are submitted and approved by the Kane County Engineer.

B. Failure to comply will be punishable as a Class B misdemeanor with a one hundred dollar (\$100.00) per day fine until situation is rectified. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

Public Meeting

4. Subdivision: Duck Creek Improvement Exchange LLC

An application for the Koti Subdivision preliminary plat, creating 2 lots, parcel 8-7-6-4B, located on Meadow Ranch Drive, Duck Creek Village, Utah. Submitted by Brent Carter, New Horizon Engineering, holding power of attorney.

**Kane County Planning & Zoning
Land Use Authority
Shannon McBride, Administrator**



DRAFT STAFF REPORT

DATE: 03/28/2024

PROJECT: A complete application was submitted on behalf of Jared Plewe (Duck Creek Improvement Exchange LLC) with Brent Carter holding power of attorney for a **Preliminary** Plat for a two-lot KOTI subdivision, lots 1 & 2, zoned R-1, for parcel 8-7-6-4B, consisting of 4.25 acres. This project is located east of Stewart Duck Creek Subdivision off of Meadow Ranch Drive.

FINDINGS: The KOTI subdivision, Phase 1, application and preliminary plat complies with Utah State Code unannotated §17-27a-601, 603, 604, 604.5, 606, 607 and 608. The KOTI subdivision, preliminary plat complies with Kane County Land Use Ordinance, Title 9, Chapter 21C and D, Subdivision Regulations. All requirements for rights-of-way and easements conform to the standards in the Kane County Land Use Ordinance requirements and the Kane County Standards Specifications and Drawing Details for Design and Construction, which requires 50 foot rights-of-way. The **private** road will be the required 50 ft. wide rights-of-way. All notices are in conformance to the standards and notice requirements of 17-27a-201 & 202. A notice for the public meeting was posted in two public places; notices were mailed out to all affected entities and posted on the Utah State and Kane County websites as a public meeting.

STAFF RECOMMENDATION: Kane County Engineer, Tom Avant, recommends approval of this project. Kane County Land Use Administrator, Shannon McBride recommends approval.

Motion: I move to recommend **approval/denial**, to the Kane County Commissioners, the Preliminary Plat for the two lot KOTI Subdivision, on behalf of Jared Plewe.

THANK YOU

KOTI SUBDIVISION PRELIMINARY PLAT

WITHIN NW1/4 SE1/4 OF SECTION 6, T38S-R7W S.L.B.&M.

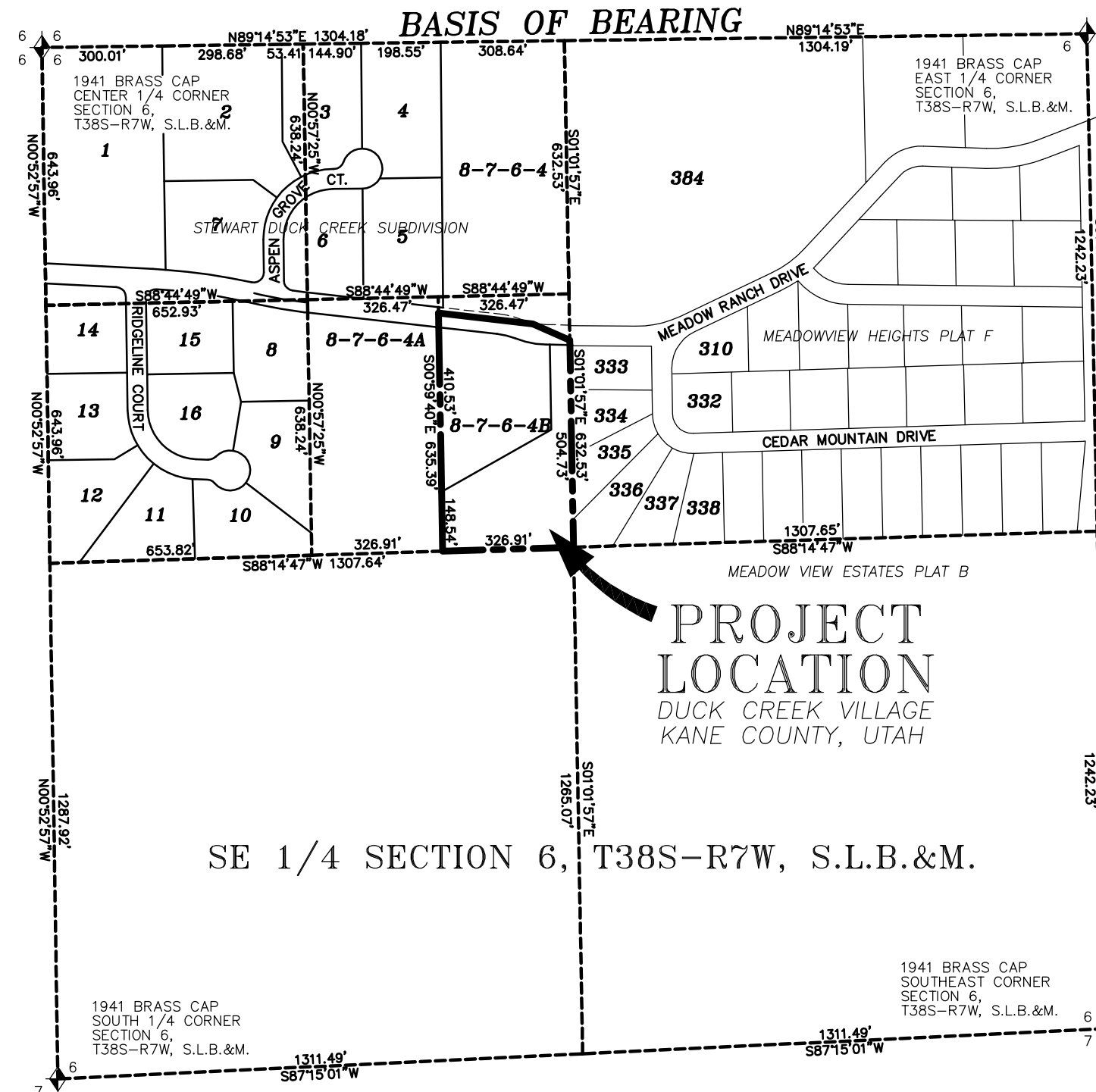
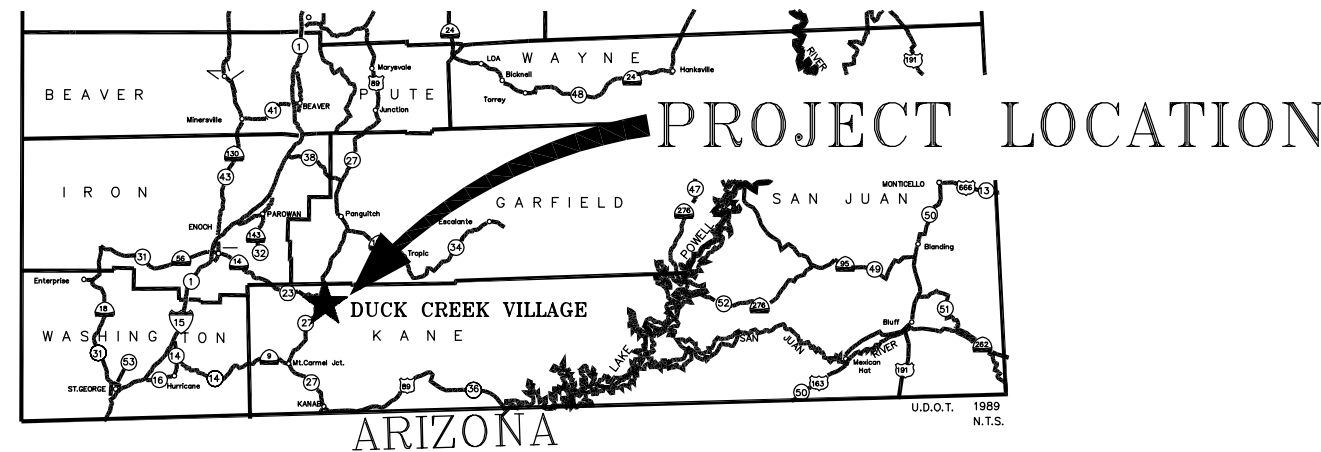
NOTES

- 1 - BASIS OF BEARING N89°14'53"E BETWEEN THE CENTER 1/4 CORNER (1941 BRASS CAP) AND THE EAST 1/4 CORNER (1941 BRASS CAP) SECTION 6, T38S-R7W, S.L.B.&M. AS PER STEWART DUCK CREEK SUBDIVISION OFFICIAL PLAT.
- 2 - ALL LOTS ARE WOODED.
- 3 - NATURAL VEGETATION WILL BE PRESERVED WHENEVER POSSIBLE.
- 4 - THERE IS AN EXISTING 8" WATER MAIN IN MEADOW RANCH DRIVE, AS PART OF THE KANE COUNTY WATER CONSERVANCY DISTRICT'S WATER SYSTEM. WATER LATERALS AND METERS WILL BE INSTALLED FOR BOTH LOTS.
- 5 - SEWER WILL BE HANDLED BY AN ONSITE WASTEWATER SYSTEM ON EACH LOT. SOILS CLASSIFICATION AND/OR PERCOLATION RATES WILL BE LISTED ON THE FINAL PLAT.
- 6 - THERE IS AN OVERHEAD POWER LINE ALONG MEADOW RANCH DRIVE, IT IS OUR INTENTION, WITH THE APPROVAL OF GARKANE POWER, TO CONNECT SERVICE LATERALS TO BOTH LOTS.
- 7 - THERE WILL BE A 15.00' P.U.E. AND DRAINAGE EASEMENT ALONG ALL LOT FRONTAGES.
- 8 - ALL UTILITIES AND UTILITY MAINS WILL BE PLACED IN THE ROADWAY.
- 9 - THERE ARE NO AREAS SUBJECT TO FLOODING IN THIS AREA.
- 10 - THERE IS AN EXISTING FENCE NEAR THE NW CORNER OF LOT 1. THERE IS A PERPETUAL FENCE EASEMENT RECORDED IN BOOK 454 AT PAGE 1966.
- 11 - 2 LOTS TOTAL.
- 12 - MEADOW RANCH DRIVE IS CURRENTLY A 50' ROADWAY EASEMENT (BOOK 311 PAGE 633-635) THE OWNER OF THIS SUBDIVISION INTENDS TO DEDICATE, THAT PORTION OF MEADOW RANCH DRIVE OWNED, TO KANE COUNTY FOR PUBLIC ROADWAY.
- 13 - THERE IS A 20.00' ACCESS AND UTILITY EASEMENT ALONG THE NORTH-SOUTH LOT LINE BETWEEN LOTS 1 AND 2. THERE IS ALSO A 20.00' ACCESS AND UTILITY EASEMENT ALONG THE EASTERLY PORTION OF THE DIAGONAL LOT LINE BETWEEN LOTS 1 & 2. AS SHOWN HEREON. THERE IS ALSO A 12.00' CIRCULAR ACCESS EASEMENT AS SHOWN HEREON.



SUMMARY STATEMENT

TOTAL DEVELOPED AREA IN THIS PHASE = 4.25 ACRES.
TOTAL NUMBER OF PROPOSED DWELLING LOTS = 2.
NON-RESIDENTIAL FLOOR SPACE = 0 S.F.
OFF STREET PARKING SPACES = 2 PER LOT
AMOUNT OF WATER PER LOT = 0.45 A.F. OR (APPROVED WATER SYSTEM ALLOWS FOR UP TO 800 GALLONS/LOT/DAY).
PERMETER BOUNDARY SURVEY NOTES: THIS PROPERTY IS BOUNDED BY EXISTING SUBDIVISIONS ON THE EAST AND SOUTH, PRIVATE PARCEL 8-7-6-4A ON THE WEST AND PRIVATE PARCEL 8-7-6-4 ON THE NORTH. THERE IS AN EXISTING 50.00' ROADWAY EASEMENT (MEADOW RANCH DRIVE) BETWEEN THIS SUBJECT PARCEL AND SAID PARCEL TO THE NORTH.



VICINITY MAP

SURVEYOR'S CERTIFICATE

I, NEWELL BRENT CARTER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 354372 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH CODE, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS' LICENSING ACT. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE HEREON DESCRIBED PROPERTY IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE AND THAT I HAVE VERIFIED ALL FOUND MONUMENTS AND HAVE OR WILL PLACE THE MONUMENTS AS SHOWN.

DATE _____ NEWELL BRENT CARTER

BOUNDARY DESCRIPTION

PARCEL 8-7-6-4B:
BEGINNING AT THE SOUTHWEST CORNER OF THE NE1/4 SE1/4 OF SECTION 6, TOWNSHIP 38 SOUTH, RANGE 7 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S88°14'47"W 326.91 FEET; THENCE N0°59'40"W 594.74 FEET; THENCE S83°27'53"E 228.71 FEET; THENCE S66°33'22"E 109.62 FEET TO THE WEST LINE OF SAID NE1/4 SE1/4; THENCE S01°01'57"E ALONG THE WEST LINE OF SAID NE1/4 SE1/4 A DISTANCE OF 515.09 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER A 50.00 FOOT ROADWAY EASEMENT (MEADOW RANCH DRIVE) DESCRIBED IN BOOK 311 AT PAGE 635, KANE COUNTY RECORDERS OFFICE.

SURVEY NARRATIVE

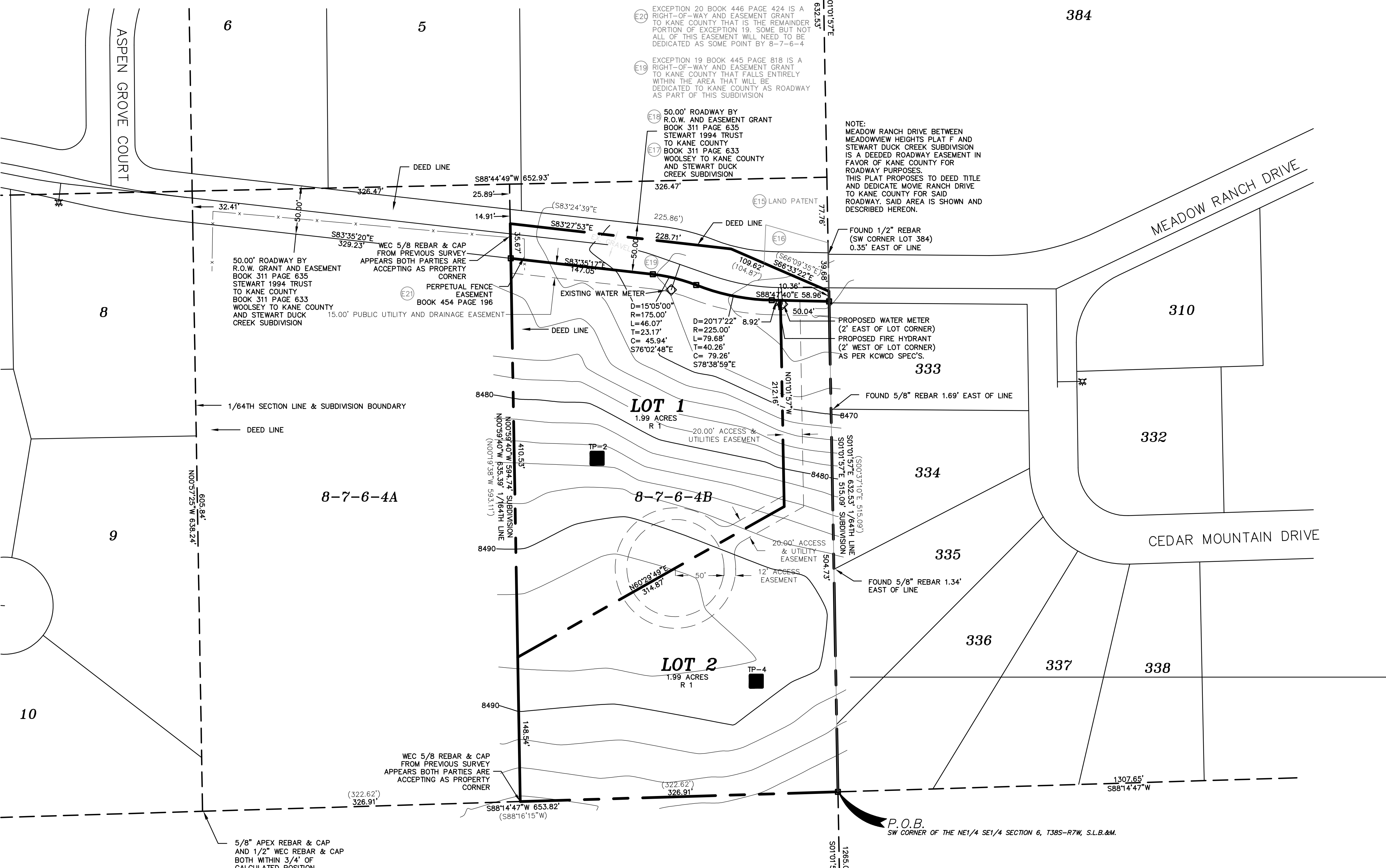
THIS SURVEY WAS DONE AT THE REQUEST OF JARED PLEWE TO ESTABLISH THE BOUNDARY, SATISFY THE REQUIREMENTS OF A SUBDIVISION, AND MONUMENT THE CORNERS OF THE LOTS SHOWN HEREON.

LEGEND

- | | |
|-----------------------------------|--|
| --- UTILITY AND DRAINAGE EASEMENT | ◆ SECTION CORNER |
| --- POWER POLE/LINE | ● FOUND MONUMENT |
| --- GUY WIRE | ⊠ SET REBAR & CAP L.S. NO. 354372 |
| --- W-W EXISTING WATER MAIN | ⊠ WATER VALVE |
| ⊠ TELEPHONE PEDESTAL | ⊠ WATER METER |
| --- BOUNDARY LINES | ⊠ EXISTING FIRE HYDRANT |
| --- UP PROPOSED UNDERGROUND POWER | ⊠ DRAINAGE |
| --- X EXISTING FENCE | ⊠ SOILS/PERC. LOCATION |
| | ⊠ PLOTTABLE EXCEPTIONS FROM TITLE REPORT |



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IN UTAH
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1	REVISION	BY	CHK	DATE	FILE NAME: PL1001\ Preliminary Plat.DWG
2					
3					
4					
5					
6					
7					
8					
9					

PROJECT:	KOTI SUBDIVISION
PREPARED FOR:	JARED PLEWE
	221 W. TABERNACLE
	SAINT GEORGE, UTAH 84770
SHEET TITLE:	PRELIMINARY PLAT KOTI SUBDIVISION
DATE	March 19, 2024
SCALE	1"=60'
REV	00
JOB NO.	Preliminary Plat.DWG
DRAWING NO.	C-01
SHEET NO.	01

SECTION:

9-21D-1: General Requirements

9-21D-2: Required General Submission Items; Administrative

9-21D-3: Submitted Drawing Requirements

9-21D-4: Review Procedure

9-21D-5: Land Use Authority Approval

9-21D-6: Site Construction

9-21D-1: GENERAL REQUIREMENTS:

Copies of all required materials for preliminary plat review shall be submitted to the Kane County Land Use Authority Administrator by the developer/subdivider or their authorized representative a minimum of twenty one (21) days prior to the Kane County Land Use Authority's meeting date at which the preliminary plat is to be reviewed. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

9-21D-2: REQUIRED GENERAL SUBMISSION ITEMS; ADMINISTRATIVE:

- A. One copy of application for subdivision and planned unit development.
- B. Subdivisions and planned unit development deposit. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)
- C. Agreement - subdivision and planned unit development.
- D. Statement of taxes and assessments paid.
- E. Certificate of title insurance.
- F. Articles of incorporation (LLC, partnership or corporation).
- G. Notarized affidavit that applicant is the owner or authorized by the owner to make application for the proposed land to be subdivided.
- H. Signed proposed deed restrictions. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2016-4, 10-15-2018)
- I. Development agreement draft (as applicable). (Ord. 2014-1, 1-27-2014, eff. 2-11-2014; amd. Ord. O-2016-4, 10-15-2018)
- J. Engineer's cost estimate.
- K. Soils and maps report. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2016-4, 10-15-2018)
- L. Three (3) copies of on-lot disposal report. (Ord. 2014-1, 1-27-2014, eff. 2-11-2014; amd. Ord. O-2016-4, 10-15-2018)
- M. Letters of feasibility/will serve letters (as applicable):

1. Water system (Southwest Utah Public Health Department, Utah Department of Environmental Quality or Kane County Water Conservancy District, etc.);
2. Sewage treatment from Southwest Utah Public Health Department or Utah Department of Environmental Quality;
3. Telephone;
4. Garkane Energy;
5. Solid waste disposal;
6. Access - Utah Department of Transportation and/or Kane County; (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2016-4, 10-15-2018)
7. United States Kanab Post Master for the location of mail delivery cluster boxes; (Ord. O-2018-2, 4-9-2018)
8. Other (as requested). (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2016-4, 10-15-2018; Ord. O-2018-2, 4-9-2018)

9-21D-3: SUBMITTED DRAWING REQUIREMENTS:

A. Three (3) copies of preliminary plat map (24 inches x 36 inches).

B. The accuracy of location of alignments, boundaries and monuments shall be keyed to USGS monuments and certified by a registered land surveyor licensed to do such work in the State of Utah. The plat map shall be done in a professional manner with all of the requirements clearly shown. Poorly drawn, illegible or incomplete plat maps are sufficient cause for rejection.

C. The plat map shall be drawn to a scale not less than one inch equals fifty feet (1" = 50'), if feasible, and shall indicate the basis of bearings, true north point, name of subdivision, name of county, township, range, section and quarter section, block and lot number of the proposed subdivision, keyed to USGS survey monuments.

D. Location and vicinity map (on plat).

E. Drawing requirements:

1. Area map showing area plus one-half ($\frac{1}{2}$) mile;
2. Traverse map of subdivision;
3. Lot and street layout;
4. Dimensions of all lots;
5. Total acreage and legal description;
6. Lots numbered consecutively;
7. Location and names of existing and proposed easements;

8. Existing and proposed street names;
9. Drainage direction for existing and proposed streets;
10. All fence lines;
11. Heavily wooded areas located;
12. Site to be reserved or dedicated for public use;
13. Sites listed to be used for nonsingle-family dwellings;
14. Dedicated public space;
15. Signature blocks.

F. Overall site plan requirements:

1. Future street layout for area not being subdivided (phased subdivisions and planned unit development);
2. Watercourses and proposed drainage systems;
3. 100-year flood boundaries;
4. Existing buildings, easements or utilities within two hundred feet (200');
5. Location and size of proposed utilities; (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)
6. Location and size of mail delivery collection box units or simply cluster box units. (Ord. O-2018-2, 4-9-2018)
7. Any other covenants, easements or restrictions. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2018-2, 4-9-2018)

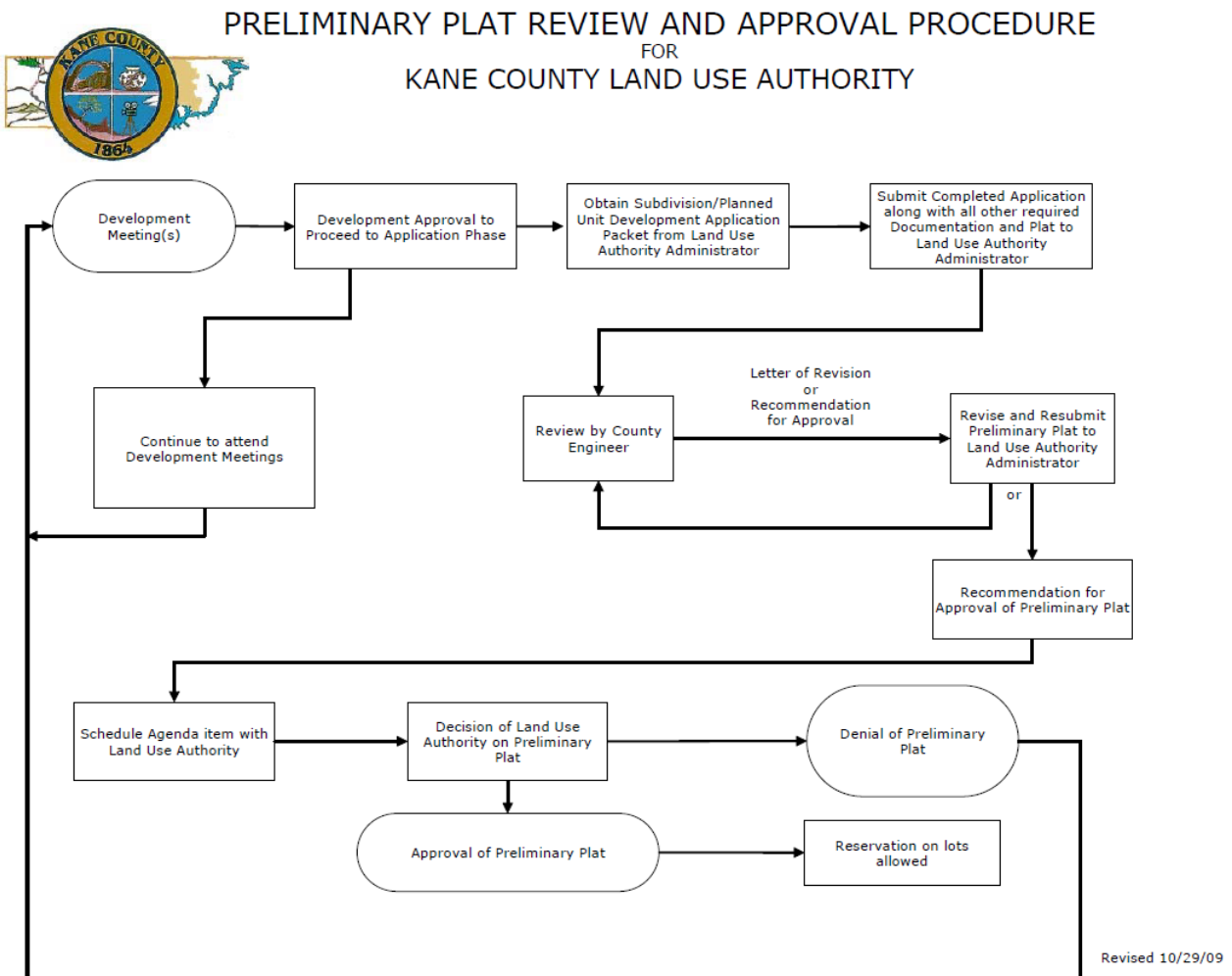
G. Summary statement (on plat):

1. Total development area;
2. Number of proposed dwelling units;
3. Total number of square feet in nonresidential floor space;
4. Total number of off street parking spaces;
5. Amount of water per lot;
6. Estimated gallons per day of sewage;
7. Survey notes of perimeter survey. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

9-21D-4: REVIEW PROCEDURE:

When the preliminary plat and all documentation has been received, reviewed and approved by the Land Use Authority Administrator and Kane County Engineer, it shall

be placed on the Kane County Land Use Authority's agenda for review within forty five (45) days.



(Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

9-21D-5: LAND USE AUTHORITY APPROVAL:

A. The Kane County Land Use Authority shall review all completed applications for preliminary plat approval and shall forward to the Land Use Authority only those preliminary plats which it finds have been developed in accordance with the standards and criteria specified in this chapter and all other ordinances and laws of Kane County and the State of Utah; including, but not limited to, land use ordinances, general plan and transportation plan.

B. At a public meeting the Land Use Authority may recommend approval to the County Commission, with or without conditions, table until additional information has been provided or disapprove the preliminary plat. In the event that the Kane County Land Use Authority disapproves a preliminary plat, it shall state, in writing, within thirty (30) days to the developer/subdivider the reason for disapproval via certified mail, return receipt requested.

C. If recommended for approval to the County Commission, the County Commission shall review the application for approval, approval with conditions, or denial at the next regularly scheduled County Commission meeting. (Ord. O-2016-4, 10-15-2018)

9-21D-6: SITE CONSTRUCTION:

A. No infrastructure site work may be started, even with preliminary plat approval, until construction drawings are submitted and approved by the Kane County Engineer.

B. Failure to comply will be punishable as a Class B misdemeanor with a one hundred dollar (\$100.00) per day fine until situation is rectified. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

Public Hearing

5. Lot Joinder: Chapman

An application to amend a subdivision plat for a lot joinder, joining lots 17, 18, 19 & 20 becoming new lot 19, consisting of 2.04 acres, North Fork Estates #2, and vacating (9) 7.5' public utility easements. Submitted by Brent Carter, New Horizon Engineering, holding power of attorney.



STAFF REPORT

DATE: 3/25/24

PROJECT: A complete application for Amending a Subdivision Plat for a lot joinder, and vacating nine (9) 7.5 ft. public utility easements, on behalf of Douglas and Barbara A. Chapman, in the North Fork Estates subdivision, Unit 2, lots 17, 18, 19 & 20 becoming new amended lot 19 consisting of 2.04 acres, within the SE ¼, Section 19, T38S, R8W SLB & M. The project was submitted by Brent Carter, New Horizon Engineering, holding power of attorney. All lots are zoned Residential ½, as are all surrounding lots. The zoning will remain the same.

The reason for the lot joinder request is to save on taxes and create a better building site.

FINDINGS: Amending (joining) the lots and vacating nine (9) 7.5-foot public utility easements for the above-stated lots conforms to the standards in Kane County Land Use Ordinance, 9-21E-9, (A-F) and Utah Code Sections §17-27a-201, 202, 206, 208 and §17-27a-608, 609 and 609.5. All requirements have been met. The project has been posted in two public places and on the county and state websites. Notices were mailed out to all property owners within 500 feet of the project. A sign was posted showing the vacating of nine (9) 7.5-foot public utility easements. The new lot will retain the Residential ½ zoning (R-1/2). Combining these lots complies with all state and local ordinances.

STAFF DETERMINATIONS: Kane County Engineer, Tom Avant, recommends approval of this project. Kane County Land Use Administrator, Shannon McBride, has reviewed the application and supporting documents and recommends approval. The project complies with county and state ordinance requirements.

MOTION: I move to **recommend approval/denial** to the Kane County Commissioners amending a subdivision plat for a lot joinder, and vacating nine (9) 7.5 ft. utility easements, in the North Fork Estates subdivision, Unit 2, lots 17, 18, 19 & 20 becoming new amended lot 19 consisting of 2.04 acres, on behalf of Douglas and Barbara A. Chapman, based on the findings documented in the staff report.

THANK YOU.

AMENDED PLAT OF LOTS 17, 18, 19, & 20, NORTH FORK ESTATES #2

WITHIN SE 1/4 SECTION 19, T38S--R8W, S.L.B.&M., KANE COUNTY, UTAH.

OWNER INFO:

DOUGLAS CHAPMAN AND BARBARA A. CHAPMAN
P.O. Box 11 Toquerville, Utah 84774

GENERAL NOTES:

1--THERE IS A WIRE FENCE ALONG THE EASTERN LINE OF LOT 17, 19 & 20.

2--THE WATER SUPPLIED BY THE HAULING, PRIVATE WATER SYSTEM AND/OR WELL.

3--THERE ARE NO UTILITY SERVICES IN THIS AREA. THE UTILITY COMPANIES MAY OR MAY NOT EVEN SERVICE THIS AREA NOW OR IN THE FUTURE. SOME UTILITY COMPANIES ARE NOT INCLINED TO VACATE EASEMENTS THAT ARE NOT WITHIN THEIR SERVICE AREA. AS A SOLUTION, WE ARE VACATING THE SIDE LOT UTILITY EASEMENTS BUT NOT THE FRONT AND REAR EASEMENTS. ANY FUTURE UTILITY COMPANY WILL STILL HAVE FULL ACCESS TO SAID FRONT AND REAR YARD EASEMENTS, AND ALSO ANY SIDE YARD EASEMENTS THAT ARE NOT SPECIFICALLY LABELED AS BEING VACATED HEREON.

COUNTY SURVEYOR CERTIFICATE

I, _____, THE KANE COUNTY SURVEYOR, DO HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THE ABOVE SUBDIVISION AMENDMENT PLAT, AND HAVE DETERMINED THAT IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE AND RECOMMEND IT FOR APPROVAL THIS _____ DAY OF _____, 20____.

KANE COUNTY SURVEYOR

OWNERS CONSENT

THE OWNER(S) OF THE PROPERTY DESCRIBED IN THE BOUNDARY DESCRIPTION, CONSENT TO THE PREPARATION AND RECORDING OF THIS AMENDED PLAT, ALSO TO THE ABANDONING OF LOTS 17, 18 AND 20 ADDING THAT AREA TO LOT 19, AS PER THIS PLAT. IN WITNESS WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 20____.

NEWELL BRENT CARTER P.O.A. FOR DOUGLAS CHAPMAN

NEWELL BRENT CARTER P.O.A. FOR BARBARA A. CHAPMAN

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, NEWELL BRENT CARTER P.O.A. FOR DOUGLAS CHAPMAN AND BARBARA A. CHAPMAN, THE SIGNERS OF THE OWNERS CONSENT WHO BEING BY ME DULY SWORN, DID SAY THAT THEY ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY.

RESIDING IN _____ COUNTY
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

SURVEY NARRATIVE

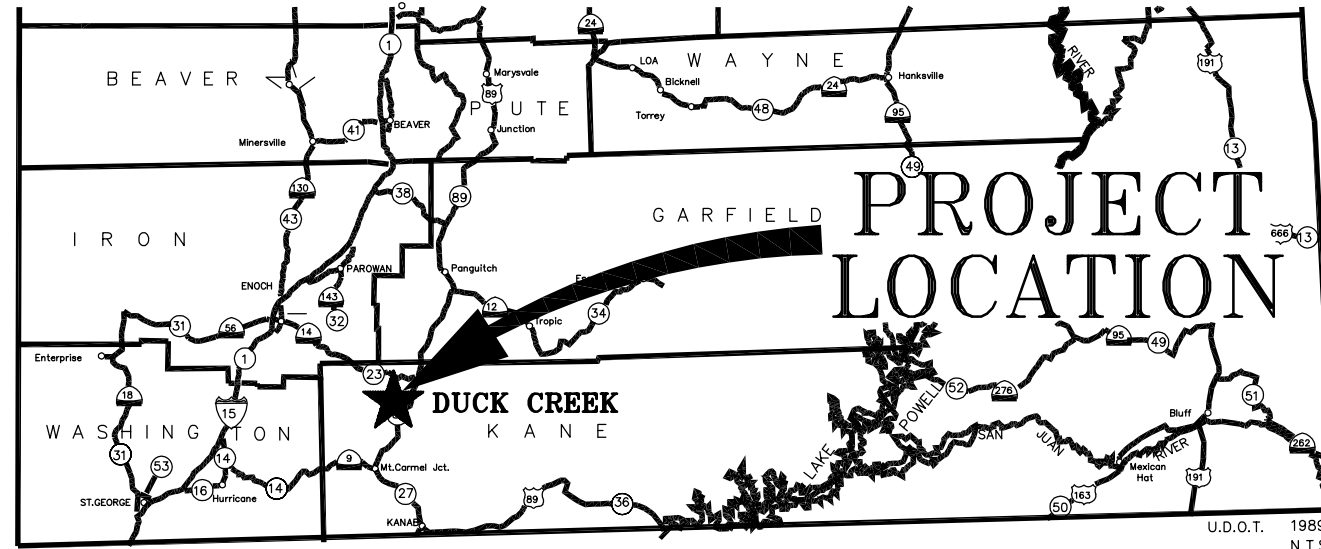
THIS SURVEY WAS DONE AT THE REQUEST OF DOUGLAS CHAPMAN AND BARBARA A. CHAPMAN TO ESTABLISH THE BOUNDARY AND MONUMENT THE CORNERS OF THE LOTS SHOWN HEREON, TO SATISFY THE REQUIREMENTS OF A PLAT AMENDMENT, AND TO PROVIDE A RECORD OF SAID SURVEY.

THE BASIS OF BEARING IS N17°07'10"E BETWEEN THE SOUTH CORNER LOT 20 (1/2" REBAR & CAP W/ STEEL POST) AND THE EASTERLY MOST ANGLE POINT OF LOT 17 (1/2" REBAR & CAP W/ STEEL POST) NORTH FORK ESTATES #2. AS PER THE OFFICIAL PLAT THEREOF.

LAND USE AUTHORITY APPROVAL

ON THIS THE _____ DAY OF _____, 20____, THE LAND USE AUTHORITY OF KANE COUNTY, UTAH, HAVING REVIEWED THE ABOVE SUBDIVISION AMENDMENT PLAT, AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE LAND USE ORDINANCES. DO HEREBY RECOMMEND FOR APPROVAL BY KANE COUNTY COMMISSIONERS.

LAND USE AUTHORITY CHAIRMAN -- KANE COUNTY



SURVEYOR'S CERTIFICATE

I, NEWELL BRENT CARTER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 354372, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE MADE THIS PLAT OF "AMENDED PLAT OF LOTS 17, 18, 19, & 20, NORTH FORK ESTATES #2", LOCATED IN KANE COUNTY, UTAH. AS SHOWN HEREON AND DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION OF THAT PORTION OF AMENDED PLAT OF LOTS 17, 18, 19, & 20, NORTH FORK ESTATES #2, EFFECTED BY THIS AMENDMENT:

(NEW LOT 19) LOTS 17, 18, 19, & 20, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE ORIGINAL SOUTH CORNER LOT 20, NORTH FORK ESTATES #2; SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, CURVE DATA: DELTA: 09°47'27", RADIUS= 570.00', CHORD= N19°17'44"W 97.25', THENCE ALONG THE ARC OF SAID CURVE 97.40 FEET TO THE PT; THENCE N14°24'00"W 75.91 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA: 14°01'00", RADIUS= 800.00', CHORD= N21°24'30"W 195.22', THENCE ALONG THE ARC OF SAID CURVE 195.71 FEET TO THE POINT OF REVERSE CURVE TO THE RIGHT, CURVE DATA: DELTA: 31°27'55", RADIUS= 237.79', CHORD= N12°41'03"W 128.95', THENCE ALONG THE ARC OF SAID CURVE 130.59 FEET TO THE PT; THENCE N03°02'55"E 14.20 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA: 03°05'09", RADIUS= 1030.00', CHORD= N01°30'20"E 55.47', THENCE ALONG THE ARC OF SAID CURVE 55.48 FEET TO THE POINT OF REVERSE CURVE, TO THE RIGHT, CURVE DATA: DELTA: 81°39'17", RADIUS= 22.13', CHORD= N40°47'24"E 28.94', THENCE ALONG THE ARC OF SAID CURVE 31.54 FEET TO THE POINT OF REVERSE CURVE, TO THE LEFT, CURVE DATA: DELTA: 68°20'09", RADIUS= 75.06', CHORD= N48°26'58"E 82.13', THENCE ALONG THE ARC OF SAID CURVE 86.90 FEET TO THE POINT OF REVERSE CURVE, TO THE RIGHT, CURVE DATA: DELTA: 112°44'07", RADIUS= 17.52', CHORD= N71°38'56"E 29.17', THENCE ALONG THE ARC OF SAID CURVE 34.47 FEET TO THE PT; THENCE S51°59'00"E 5.86 FEET TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA: 48°11'23", RADIUS= 25.00', CHORD= S27°53'19"E 20.41', THENCE ALONG THE ARC OF SAID CURVE 21.03 FEET TO THE POINT OF REVERSE CURVE, TO THE LEFT, CURVE DATA: DELTA: 108°04'56", RADIUS= 50.00', CHORD= S57°50'05"E 80.94', THENCE ALONG THE ARC OF SAID CURVE 94.32 FEET TO THE ORIGINAL NE CORNER OF LOT 17; THENCE S22°00'00"E 175.76 FEET TO THE ORIGINAL EAST CORNER OF LOT 17; THENCE S15°07'10"W 414.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.04 ACRES.

COUNTY ATTORNEY CERTIFICATE

I, _____, ATTORNEY FOR KANE COUNTY, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ABOVE SUBDIVISION AMENDMENT PLAT AND SAID PLAT MEETS THE REQUIREMENTS OF KANE COUNTY AND IS HEREBY RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20____.

KANE COUNTY ATTORNEY

CERTIFICATE OF RECORDING

I, _____, COUNTY RECORDER OF KANE COUNTY, UTAH DO HEREBY CERTIFY THAT THE ABOVE SUBDIVISION AMENDMENT PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS THE _____ DAY OF _____, 20____.

BOOK _____ PAGE _____ FEE _____
KANE COUNTY RECORDER

ENTRY NO.: _____ DATE _____ TIME _____

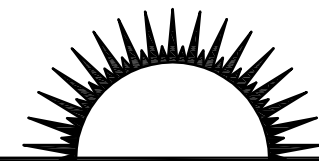
RECORDED AT THE REQUEST OF: _____

KANE COUNTY AMENDED PLAT OF LOTS 17, 18, 19, & 20, NORTH FORK ESTATES #2

PREPARED FOR: DOUGLAS AND BARBARA A. CHAPMAN

LOCATION: SE 1/4 SECTION 19, T38S--R8W, S.L.B.&M.
NORTH FORK ESTATES #2

DATE: 03/19/2024 REVISION #0: 00/00/0000



NEW HORIZON
Engineering & Surveying LLC
4103 N. MORGAN DRIVE (435) 559-4104
ENOCH UT, 84721 bcarter@mail2engineer.com

CURVE	DELTA	RADIUS	LENGTH
(C1)	9°47'27"	570.00'	97.40'
(C2)	7°39'40"	800.00'	108.97'
(C3)	NONE	NONE	NONE
(C4)	6°21'20"	800.00'	88.74'
(C5)	9°30'00"	237.79'	40.81'
(C6)	NONE	NONE	NONE
(C7)	21°37'55"	237.79'	89.78'
(C8)	3°05'09"	1030.00'	55.48'
(C9)	81°39'17"	22.13'	31.54'
(C10)	68°20'09"	75.06'	86.90'
(C11)	112°44'07"	17.52'	34.47'
(C12)	48°11'23"	25.00'	21.03'
(C13)	51°36'02"	50.00'	45.03'
(C14)	NONE	NONE	NONE
(C15)	86°28'54"	50.00'	49.29'
(C16)	112°10'50"	50.00'	97.90'

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEAR.	DIST.
C1	9°47'27"	570.00'	97.40'	48.82'	S19°17'44"E	97.28'	
C2	7°39'40"	800.00'	108.97'	53.56'	N81°32'01"W	108.89'	
C3	14°01'00"	800.00'	195.71'	98.35'	N21°24'30"W	195.22'	
C4	6°21'20"	800.00'	88.74'	44.42'	N25°14'20"W	88.70'	
C5	9°30'00"	237.79'	40.81'	20.46'	S63°10'01"E	40.76'	
C6	31°27'55"	237.79'	130.59'	66.99'	S12°41'03"E	128.95'	
C7	21°37'55"	237.79'	89.78'	45.43'	S07°46'03"E	89.20'	
C8	3°05'09"	1030.00'	55.48'	27.74'	N01°30'20"E	55.47'	
C9	81°39'17"	22.13'	31.54'	19.12'	S40°47'24"W	28.94'	
C10	68°20'09"	75.06'	86.90'	49.06'	N48°26'58"E	82.13'	
C11	112°44'07"	17.52'	34.47'	26.34'	S71°38'56"W	29.17'	
C12	48°11'23"	25.00'	21.03'	11.18'	N27°53'19"E	20.41'	
C13	51°36'02"	50.00'	45.03'	24.17'	S29°56'38"E	43.92'	
C14	108°04'56"	50.00'	94.32'	68.92'	S57°50'05"E	80.94'	
C15	86°28'54"	50.00'	49.29'	26.86'	S83°38'06"E	47.32'	
C16	112°10'50"	50.00'	97.90'	74.38'	N12°02'02"E	92.89'	

Public Hearing

6. Ordinance 2024-11: KCLUO Chapters 1 & 21

An ordinance revising Kane County Land Use Ordinance Chapters 1 and 21 to become compliant with Utah code 12-27a-604.1.

Effective 5/3/2023

17-27a-604.1 Process for subdivision review and approval.

- (1)
 - (a) As used in this section, an "administrative land use authority" means an individual, board, or commission, appointed or employed by a county, including county staff or a county planning commission.
 - (b) "Administrative land use authority" does not include a county legislative body or a member of a county legislative body.
- (2)
 - (a) This section applies to land use decisions arising from subdivision applications for single-family dwellings, two-family dwellings, or townhomes.
 - (b) This section does not apply to land use regulations adopted, approved, or agreed upon by a legislative body exercising land use authority in the review of land use applications for zoning or other land use regulation approvals.
- (3) A county ordinance governing the subdivision of land shall:
 - (a) comply with this section and establish a standard method and form of application for preliminary subdivision applications and final subdivision applications; and
 - (b)
 - (i) designate a single administrative land use authority for the review of preliminary applications to subdivide land; or
 - (ii) if the county has adopted an ordinance that establishes a separate procedure for the review and approval of subdivisions under Section 17-27a-605, the county may designate a different and separate administrative land use authority for the approval of subdivisions under Section 17-27a-605.
- (4)
 - (a) If an applicant requests a pre-application meeting, the county shall, within 15 business days after the request, schedule the meeting to review the concept plan and give initial feedback.
 - (b) At the pre-application meeting, the county staff shall provide or have available on the county website the following:
 - (i) copies of applicable land use regulations;
 - (ii) a complete list of standards required for the project;
 - (iii) preliminary and final application checklists; and
 - (iv) feedback on the concept plan.
- (5) A preliminary subdivision application shall comply with all applicable county ordinances and requirements of this section.
- (6) An administrative land use authority may complete a preliminary subdivision application review in a public meeting or at a county staff level.
- (7) With respect to a preliminary application to subdivide land, an administrative land use authority may:
 - (a) receive public comment; and
 - (b) hold no more than one public hearing.
- (8) If a preliminary subdivision application complies with the applicable county ordinances and the requirements of this section, the administrative land use authority shall approve the preliminary subdivision application.
- (9) A county shall review and approve or deny a final subdivision plat application in accordance with the provisions of this section and county ordinances, which:
 - (a) may permit concurrent processing of the final subdivision plat application with the preliminary subdivision plat application; and

- (b) may not require planning commission or county legislative body approval.
- (10) If a final subdivision application complies with the requirements of this section, the applicable county ordinances, and the preliminary subdivision approval granted under Subsection (9)(a), a county shall approve the final subdivision application.

Enacted by Chapter 501, 2023 General Session

KANE COUNTY ORDINANCE NO. O 2024-11

**AN ORDINANCE AMENDING TITLE 9 CHAPTER 1 GENERAL PROVISIONS
SECTION 7 DEFINITIONS IN THE KANE COUNTY LAND USE ORDINANCE**

WHEREAS the Kane County Planning Commission recommended changes to Kane County Land Use Ordinance Chapter 1, General Provisions, Section 7, Definitions to determine the “administrative land use authority” as required by Utah State Code; and

WHEREAS, the Kane County Planning Commission, after a duly noticed public hearing, recommended for the approval the amendments; and

WHEREAS, the Kane County Board of Commissioners desires to implement the recommendations of the Planning Commission and amend the Ordinance; and

WHEREAS, the authority for this ordinance is found in Utah Code §17-27a-101 et. al., and §17-53-201 and §17-27a-604.1;

NOW THEREFORE, THE COUNTY LEGISLATIVE BODY OF KANE COUNTY, STATE OF UTAH, ORDAINS AS FOLLOWS:

Section 1. Ordinance Amendment.

Kane County Code Title 9 Chapter 1 Sections 7 of the Kane County Land Use Ordinance is amended to read as follows. Additions to the Ordinance are indicated with an underline, and deletions from the ordinance are indicated with a strike-through. Instructions to the codifiers are italicized and inside parenthesis.

Effective 5/3/2023 17-27a-604.1 Process for subdivision review and approval. (1) (a) As used in this section, an "administrative land use authority" means an individual, board, or commission, appointed or employed by a county, including county staff or a county planning commission. (b) "Administrative land use authority" does not include a county legislative body or a member of a county legislative body.

9-1-7: DEFINITIONS:

//

Administrative Land Use Authority" means an individual, board, or commission, appointed or employed by a county, including county staff or a county planning commission.

//

Section 2. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 3. Effective Date

This ordinance is effective fifteen (15) days after adoption, and after publication and notice are completed as set forth below.

Section 4. Publication and Notice.

This Ordinance shall be deposited in the Office of the Kane County Clerk. The Kane County Clerk is directed to publish a short summary of this Ordinance with the name of the members voting for and against, together with a statement that a complete copy of the ordinance is available at the Office of the Kane County Clerk, for at least one publication in a newspaper of general circulation in the county, or as otherwise permitted and required by Utah State Law.

End of Ordinance.

ADOPTED this 9th day of April 2024.

ATTEST:

Patty Kubeja, Chair
Board of Commissioners
Kane County

CHAMEILL LAMB
Kane County Clerk

Commissioner Heaton voted ____
Commissioner Meyeres voted ____
Commissioner Kubeja voted ____