

**COMMISSION MEETING  
PACKET**

**DATE:**

**August 27, 2024**



# NOTICE AND AGENDA OF A MEETING OF THE KANE COUNTY COMMISSION

\*\*\*\*\*

**PUBLIC NOTICE IS HEREBY GIVEN** that the Commissioners of Kane County, State of Utah, will hold a **Commission Meeting** in the Commission Chambers at the Kane County Courthouse, 76 N. Main Street, Kanab, Utah on **Tuesday, August 27, 2024** at the hour of **2:00 P.M.**

\*The Commission Chair, in her discretion, may accept public comment on any listed agenda item unless more notice is required by the Open and Public Meetings Act.

View Online [www.kane.utah.gov/publicmeetings](http://www.kane.utah.gov/publicmeetings) or Dial: (US) +1 240-394-8436 – PIN: 821 151 844#

## CALL MEETING TO ORDER

WELCOME

INVOCATION

PLEDGE OF ALLEGIANCE

**PUBLIC COMMENT:**

**CONSENT AGENDA:**

Check Edit Report:

Approval of: Commission Meeting Minutes for August 13, 2024

**REGULAR SESSION:**

1. **Recognition of Nancy Heaton’s Retirement from the Justice Court Department/Commissioner Kubeja**
2. **Discussion/Approval Kanab 600 LLC/Willow Reserve Estates Preliminary Plat and Development Agreement - Shannon McBride/Commissioner Heaton**
3. **Zone Change/Ordinance 2024-21: Base Leg LLC - Shannon McBride/Commissioner Heaton**
4. **Kane County Ordinance No. O 2024-14 an Ordinance Revising Kane County Land Use Ordinance Chapter 21 Subdivision to Become Compliant with Utah Code 12-27a-604.1. - Shannon McBride/Commissioner Heaton**
5. **Lot Joinder: Tillett - Shannon McBride/Commissioner Heaton**

- 6. Lot Joinder: Stringer-Shannon McBride/Commissioner Heaton**
- 7. Lot Joinder: Weckesser/Bowler - Shannon McBride/Commissioner Heaton**
- 8. Amended Plat: Ence - Shannon McBride/Commissioner Heaton**
- 9. County Master Transportation Plan/Commissioner Heaton**
- 10. Action on Rural County Grant Funds Recommended by the Kane County Economic Opportunity Board/Commissioner Meyeres**
  - A. Kanab City Airport Fuel Truck and Farm-\$25,000**
- 11. Approval of CCJJ Utah Bail Forfeiture Grant for Kane County Pretrial Services for up to \$150,000/Commissioner Kubeja**
- 12. Kane County Resolution No. R 2024-27 a Resolution Amending the Proposed Vermillion Cliffs Special Service District Boundaries and Board Composition/Full Commission**
- 13. Review/Approve Donation to the Kanab All Female Council Memorial/Full Commission**
- 14. Review of Legislative Issues/Full Commission**
- 15. Commissioner Report on Assignments/Full Commission**

**Closed Session:**

- Discussing an individual's character, professional competence, or physical or mental health.
- Strategy sessions to discuss collective bargaining, pending or reasonably imminent litigation, or the purchase, exchange lease or sale of real property.
- Discussions regarding security personnel, devices or systems.
- Investigative proceedings regarding allegations of criminal misconduct.

**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 Chameill Lamb at (435) 644-2458. Agenda items may be accelerated or taken out of order without notice as the Administration deems appropriate. All items to be placed on the agenda must be submitted to the Clerk's office by noon Thursday, prior to the meeting.

# CONSENT AGENDA

Approval of:

Commission Meeting Minutes for August 13, 2024

**MINUTES  
OF THE KANE COUNTY  
BOARD OF COMMISSIONERS' MEETING  
August 13, 2024  
IN THE KANE COUNTY COMMISSION CHAMBERS,  
76 NORTH MAIN, KANAB, UTAH**

**Present:** Chair Patty Kubeja, Commissioner Celeste Meyeres, Commissioner Wade Heaton, Attorney Van Dyke, Clerk/Auditor Chameill Lamb, Deputy Clerk/Auditor Candice Brown

**Also Present:** Janette Peatross, Ryan Maddux, Keiren Chatterley, Rhonda Gant, Shannon McBride, Taylor Glover, Bert Harris

**CALL MEETING TO ORDER:** Commissioner Kubeja

**WELCOME:** Commissioner Kubeja

**INVOCATION:** Tourism Director Janette Peatross

**PLEDGE OF ALLEGIANCE:** Assessor Ryan Maddux

**PUBLIC COMMENT:**

Anna Davis thanked the Commission for considering removing Deer Springs from the fire district and amending the board composition to an elected board. She said there are still two things that need to be addressed. 1) Best Friends also needs to be removed from the district. 2) The elected people on the board should be residents only of the Vermillion fire district.

Pat Guerrero thanked the Commission, stating that today was the graduation of the Women's Leadership training group that has been going on since the beginning of this year. It was partially funded through the Rural County Grant that the Commission approved. She said that they had very positive feedback.

**CONSENT AGENDA:**

Check Edit Report:

**Motion** to adopt the Consent Agenda as submitted made by Commissioner Meyeres and motion carried with all Commissioners present voting in favor.

**REGULAR SESSION:**

**1. Public Hearing Regarding Kane County Resolution No. R 2024-25 and R 2024-26**

Commissioner Kubeja announced the public hearing.

No public comment.

Commissioner Kubeja called us out of public hearing.

**2. Kane County Resolution No. R 2024-25 a Resolution Appointing Karla Johnson to the Kane County Council on Aging Board/Commissioner Kubeja**

**Motion** to approve Resolution R 2024-25 made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

Commissioner Kubeja-aye  
Commissioner Meyeres-aye  
Commissioner Heaton-aye

**3. Kane County Resolution No. R-2024-26 a Resolution Appointing Dr. Bruce Goldberger to the Kane County Human Resource Special Service District Administrative Control Board/Commissioner Heaton**

**Motion** to approve Kane County Resolution No. R-2024-26 a Resolution Appointing Dr. Bruce Goldberger to the Kane County Human Resource Special Service District Administrative Control Board made by Commissioner Kubeja and motion carried with all Commissioners present voting in favor.

Commissioner Kubeja-aye  
Commissioner Meyeres-aye  
Commissioner Heaton-aye

**4. Recognition of Barbara Hall's Retirement from the Department of Motor Vehicles/Commissioner Kubeja**

The Commission presented Barbara Hall with a plaque for her 18 years of service at the Department of Motor Vehicles.

**5. Five County AOG-Kane County Council on Aging FY24 Contract Amendment and Five County AOG-Kane County Council on Aging FY25 Contract/Commissioner Kubeja**

Jerica Bauer stated that Five County reimbursed them for a lot of equipment that they purchased. They did 75% on the cost of the equipment, which is on the amendment of the FY24 Contract. The only thing that changed on the FY25 Contract is they asked them to specify what they do as the Council on Aging.

**Motion** to approve the proposed amended contract for the 2024 year for the Five County AOG and Kane County Council on Aging as proposed and that we approve the Five County AOG Kane County Council on Aging 2025 contract as well made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

**6. Discuss/Approve Kane County Community Outreach Center Additional Funding and Finalization/Full Commission**

Commissioner Kubeja mentioned that this project has been going on for a while and that we secured a CIB loan and some grant money, but there are some additional costs. She then went over the different funds that they will be taking out of to cover the additional costs.

- Legal Fees 2024 budget (General Fund) - \$100K
- OPIOID budget - \$140K
- TRT Unappropriated Prior Yr. Surplus - \$100K
- Senior Center Unappropriated Prior Yr. Surplus - \$200K
- Building and Ground 2024 Budget (General Fund) - \$100K
- ARPA - \$300K (Jail will give \$300K back)

**Motion** to approve the Kane County Community Outreach Center additional funding as outlined and the finalization made by Commissioner Meyeres and motion carried with all Commissioners present voting in favor.

Commissioner Kubeja-aye  
Commissioner Meyeres-aye  
Commissioner Heaton-aye

**7. County Master Transportation Plan/Commissioner Heaton**

**Motion** to move agenda item #7 to the next Commission meeting made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

Commissioner Kubeja-aye  
Commissioner Meyeres-aye  
Commissioner Heaton-aye

**8. Property Tax Update-Ryan Maddux/Commissioner Kubeja**

Assessor Ryan Maddux gave a presentation on property taxes. He started out by giving some history on Utah's property tax system and then went over the different sections on the tax disclosure notice.

**9. Property Tax Abatement Programs-Chameill Lamb/Commissioner Heaton**

Clerk/Auditor Chameill Lamb presented six different programs that Utah has to help with property tax relief.

**10. Discussion/Revision on Vermillion Fire Special Service District Resolution: Boundary Reduction-Removing Deer Springs and Amending Board Composition to Elected/Full Commission**

Commissioner Kubeja mentioned that in order to make changes to the resolution they already passed, they would have to pass another resolution and that it would not affect the protest period.

The Commission discussed what they wanted to do and decided to take Deer Springs out of the boundary and have three appointed board members and two elected.

**Motion** to amend the Vermillion Fire Special Service District resolution, to take out the Deer Springs area and leave the remainder of the map the same, and with regard to board construction there would be three appointed and two elected with no other restriction made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

Commissioner Kubeja-aye  
Commissioner Meyeres-aye  
Commissioner Heaton-aye

**11. Discussion/Decision on TRT Funding/Full Commission**

**Motion** to allocate the following from the TRT fund; \$40K for solid waste, \$100K for the Community Outreach building, and \$34K for trail signage at the Tilted Mesa and Greenhalgh made by Commissioner Meyeres and motion carried with all Commissioners present voting in favor.

Commissioner Kubeja-aye  
Commissioner Meyeres-aye  
Commissioner Heaton-aye

**12. Review of Legislative Issues/Full Commission**

No legislative issues.

**13. Commissioner Report on Assignments/Full Commission**

Commissioner Heaton gave an update on the Kane County Fair, which he said went very good.

**14. Discussion on RS 2477 County Roads (Closed Session)/Commissioner Meyeres**

**Motion** to go into executive session to discuss reasonably imminent or pending litigation and would like to invite Road's Dept. Director Bert Harris, Attorney Shaun Welch and his assistant Sidney to join with them made by Commissioner Meyeres and motion carried with all Commissioners present voting in favor.

Commissioner Kubeja called them back into regular session at 5:13 p.m.

**Motion** to adjourn made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

**WHERE UPON MEETING WAS ADJOURNED**

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Patty Kubeja Chair

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Chameill Lamb Clerk/Auditor

# AGENDA ITEMS

# ITEM # 1

Recognition of Nancy Heaton's Retirement from the  
Justice Court Department

# ITEM # 2

Discussion/Approval Kanab 600 LLC/Willow Reserve  
Estates Preliminary Plat and Development Agreement

## **KANE COUNTY COMMISSION AGENDA REQUEST**

**Date of Commission Meeting Requested: July 9, 2024**

**Dept. /Business Name: Land Use**

**Topic/Re: Subdivision: Kanab 600 LLC**

**Description: An application for a preliminary plat and development agreement for the Willow Reserve Estates Phase 1, 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.**

**Attachments: Staff Report**

**Plats**

**Development Agreement**

**CC&Rs**

**Minutes of P&Z Meeting - April 10, 2024**

**Dept. Head/Owner: Wade Heaton**

**Contact Information: Shannon McBride x4966**

**Meeting Requested by: Wendy Allan X4364**

**Internal Notes: Planning Commission recommended approval with the changes discussed in their meeting. These changes are highlighted in the attached minutes.**



## **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, 607and 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 wither 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 conditional approval that when all revisions and documents have been submitted and revised the plat will be placed on the commission agenda. 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.**

## 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 ( $1/2$ ) 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)

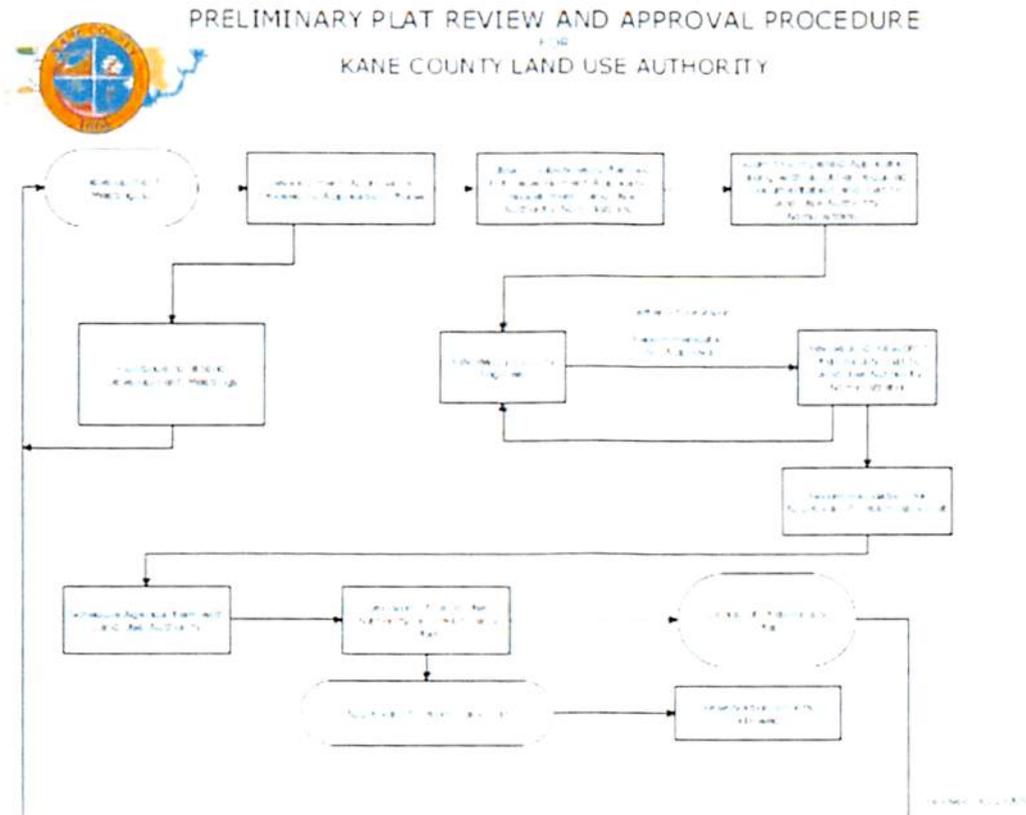
**G. Summary statement (on plat):**

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)

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# WILLOW RESERVE ESTATES

STREET ADDRESS  
KANAB, UTAH

### INDEX OF DRAWINGS

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- C-002 OVERALL MASTER PLAN
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- C-201 GRADING AND DRAINAGE PLAN
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- C-302 UTILITY PLAN
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- PP-00 PLAN AND PROFILE KEY MAP
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- PP-11 PLAN AND PROFILE
- C-500 DETAILS
- C-501 DETAILS
- C-502 DETAILS

**FOR REVIEW  
NOT FOR CONSTRUCTION**

DATE PRINTED  
May 21, 2014

#### NOTICE TO CONTRACTOR

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

#### NOTICE TO DEVELOPER/CONTRACTOR

THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

#### UTILITY DISCLAIMER

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

#### VICINITY MAP



#### GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND REGULATIONS.



**ENHANCED PROJECTS**

**RICHFIELD**  
225 N. 500 E  
Richfield, UT 84702  
Phone: 435.896.2883

**SANDY**  
Phone: 801.261.7529

**LAYTON**  
Phone: 801.341.1100

**TOOELE**  
Phone: 435.843.7100

**CECOK CITY**  
Phone: 435.861.4112

[WWW.ENSIGN.CO](http://WWW.ENSIGN.CO)

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WILLOW RESERVE ESTATES

KANAB, UTAH

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COVER





**WILLOW RESERVE ESTATES**  
KANAB, UTAH

**C-002**

OVERALL MASTER PLAN

ENSIGN

RICHARD LATTON ARCHITECTS  
127 N. 500 E.  
PO BOX 118  
KANAB, UT 86401  
PHONE: 435.863.2200  
FAX: 435.863.2201  
WWW.ENSIGNARCHITECTS.COM



ENSIGN ARCHITECTS

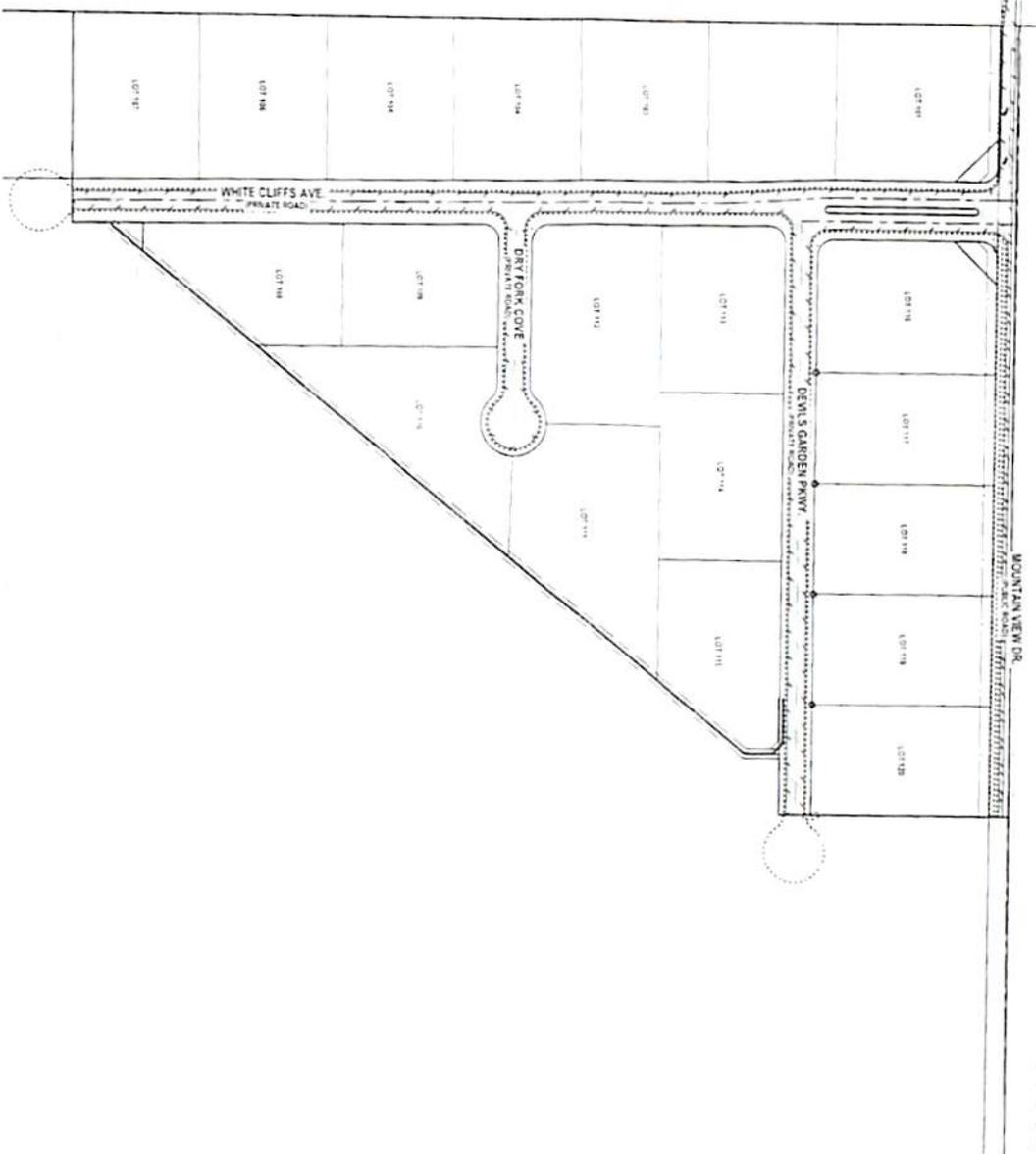
127 N. 500 E.  
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KANAB, UT 86401  
PHONE: 435.863.2200  
FAX: 435.863.2201  
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REGISTERED ARCHITECT

STATE OF UTAH

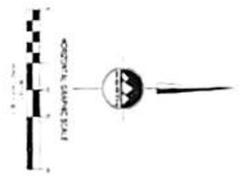
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**GENERAL NOTES**

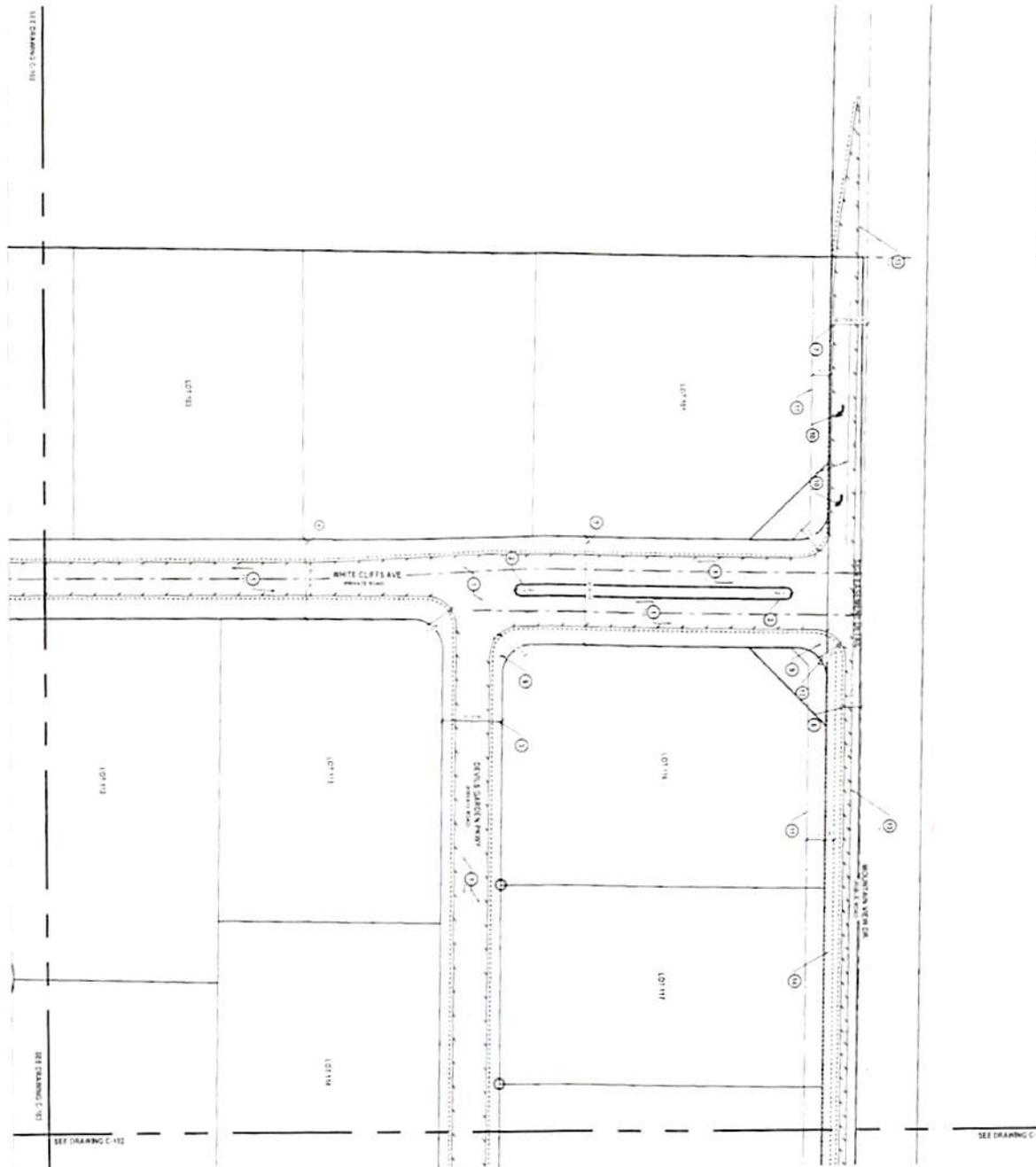
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
3. THE DEVELOPER SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
4. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. THE DEVELOPER SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
6. THE DEVELOPER SHALL MAINTAIN ALL EXISTING TREES AND LANDSCAPE UNLESS OTHERWISE NOTED.
7. THE DEVELOPER SHALL MAINTAIN ALL EXISTING FENCES AND BARRIERS UNLESS OTHERWISE NOTED.
8. THE DEVELOPER SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND PAVEMENT UNLESS OTHERWISE NOTED.
9. THE DEVELOPER SHALL MAINTAIN ALL EXISTING SIDEWALKS AND CURBS UNLESS OTHERWISE NOTED.
10. THE DEVELOPER SHALL MAINTAIN ALL EXISTING LIGHTING AND SIGNAGE UNLESS OTHERWISE NOTED.



	<b>PROJECT</b> WILLOW RESERVE ESTATES KANAB, UTAH
	<b>CLIENT</b> MOUNTAIN VIEW DEVELOPMENT 1000 W. MAIN ST. SUITE 100 KANAB, UTAH 84701 (435) 882-1111 www.engin.com
<b>DATE</b> 10/15/2024	<b>SCALE</b> AS SHOWN
<b>PROJECT NO.</b> C-100	<b>DESIGNER</b> [Name]
<b>CHECKED BY</b> [Name]	<b>DATE PLOTTED</b> 10/15/2024

**18**

Professional Engineer  
 License No. 10000  
 State of Utah  
 10000



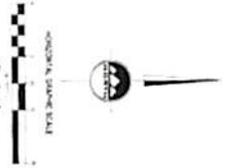
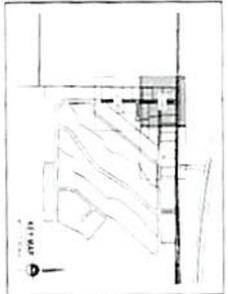
SEE DRAWING C-102

SEE DRAWING C-103

SEE DRAWING C-102

SEE DRAWING C-102

- GENERAL NOTES**
1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
  2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
  4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND REGULATIONS.
  5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
  6. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
  7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
  8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND REGULATIONS.
  9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
  10. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
- NOTES FOR NOTES**
1. SEE DRAWING C-101 FOR LOT LAYOUTS.
  2. SEE DRAWING C-102 FOR UTILITY LAYOUTS.
  3. SEE DRAWING C-103 FOR EROSION CONTROL MEASURES.
  4. SEE DRAWING C-104 FOR LANDSCAPE PLAN.
  5. SEE DRAWING C-105 FOR SITE SPECIFIC NOTES.
  6. SEE DRAWING C-106 FOR UTILITY DETAIL.
  7. SEE DRAWING C-107 FOR EROSION CONTROL DETAIL.
  8. SEE DRAWING C-108 FOR LANDSCAPE DETAIL.
  9. SEE DRAWING C-109 FOR SITE SPECIFIC NOTES.
  10. SEE DRAWING C-110 FOR UTILITY DETAIL.



C-101

SITE PLAN

**WILLOW RESERVE ESTATES**

KANAB, UTAH

**ENSIGN**

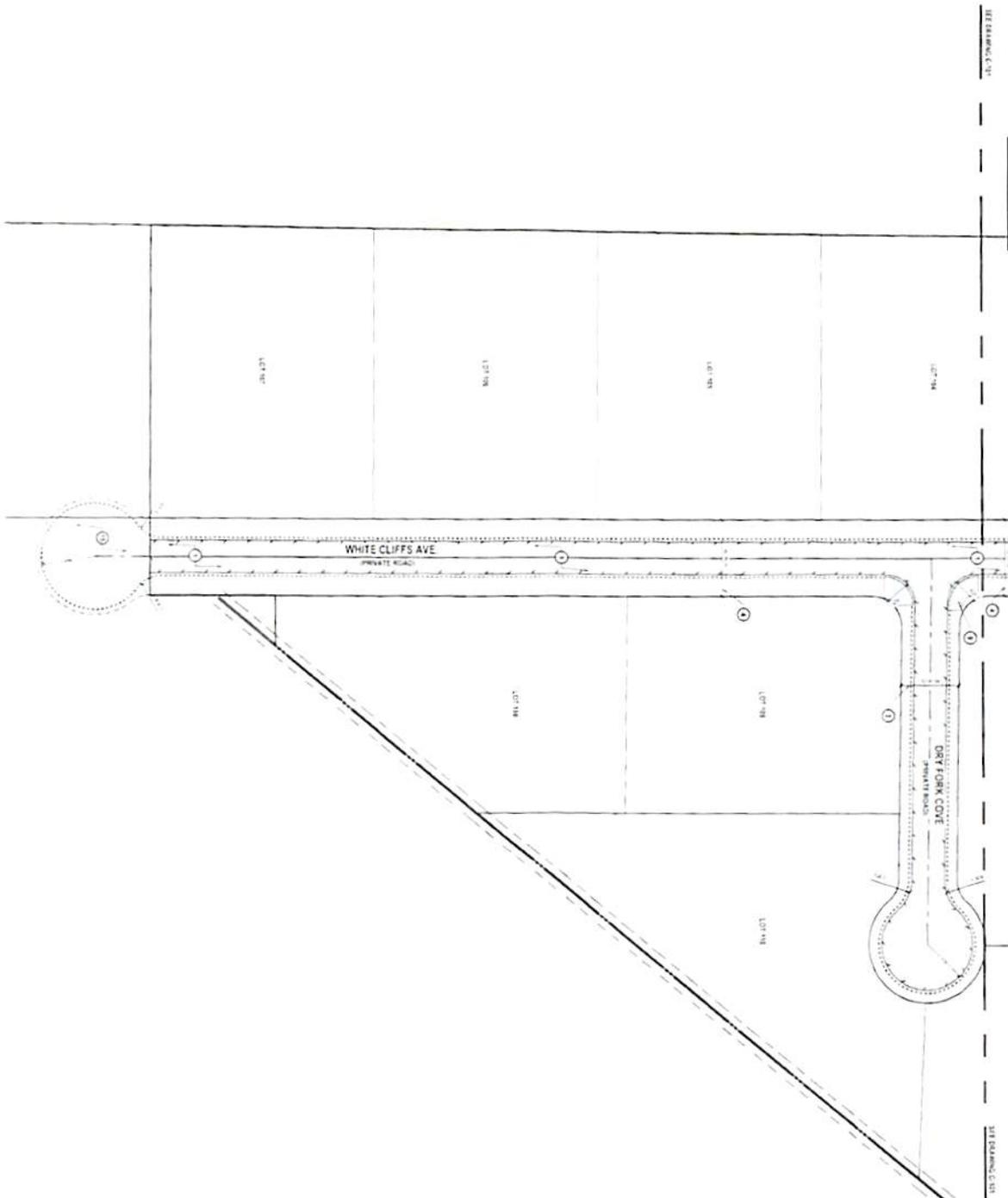
ARCHITECTS

225 WEST MAIN STREET  
 SUITE 200  
 KANAB, UTAH 84701  
 PHONE: 435.862.2252  
 FAX: 435.862.2253  
 WWW.ENSIGNARCHITECTS.COM

DATE: 10/15/2024  
 DRAWN BY: J. SMITH  
 CHECKED BY: M. JONES  
 PROJECT NO: 24-001

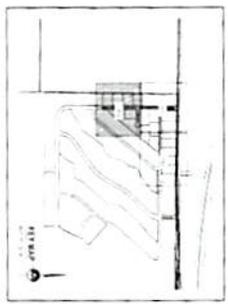


**118**  
 CIVIL ENGINEERING  
 118 SOUTH MAIN STREET, SUITE 200  
 KANAB, UTAH 84901  
 PHONE: (435) 882-1188  
 FAX: (435) 882-1189  
 WWW: WWW.118ENGINEERING.COM



- GENERAL NOTES**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND ORDINANCES.
  2. ALL UTILITIES SHALL BE DEPTH MARKED AND SHOWN ON THE PLAN.
  3. ALL EXISTING UTILITIES SHALL BE PROTECTED AND NOT TO BE MOVED UNLESS SHOWN OTHERWISE ON THE PLAN.
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- NOTES TO ARCHITECT**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND ORDINANCES.
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**WILLOW RESERVE ESTATES**

ENSIGN ENGINEERING

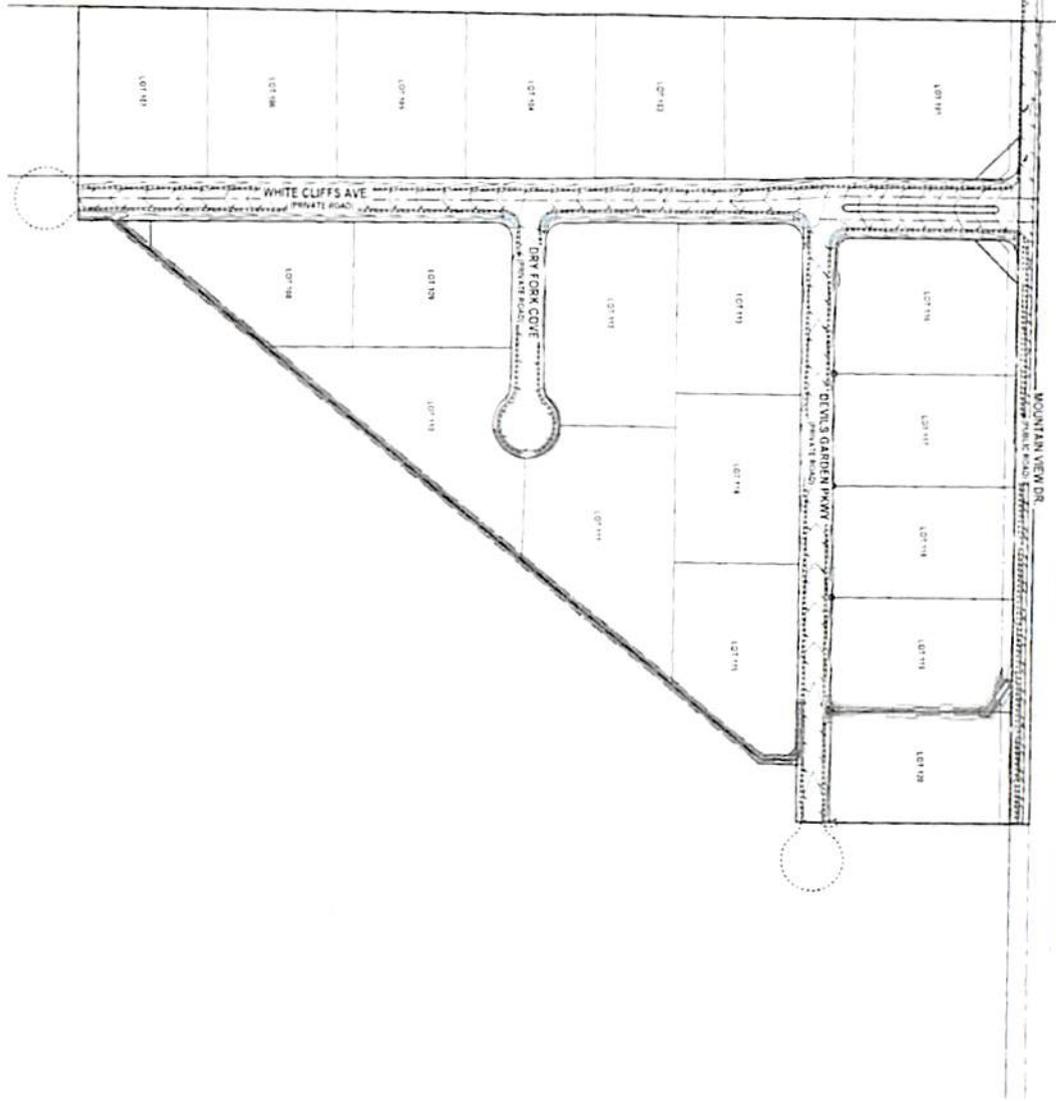
PROJECT: WILLOW RESERVE ESTATES  
 SHEET: C-103  
 DATE: 10/15/2023  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

118 ENGINEERING

118 SOUTH MAIN STREET, SUITE 200  
 KANAB, UTAH 84901  
 PHONE: (435) 882-1188  
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 WWW: WWW.118ENGINEERING.COM

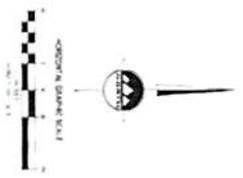
118

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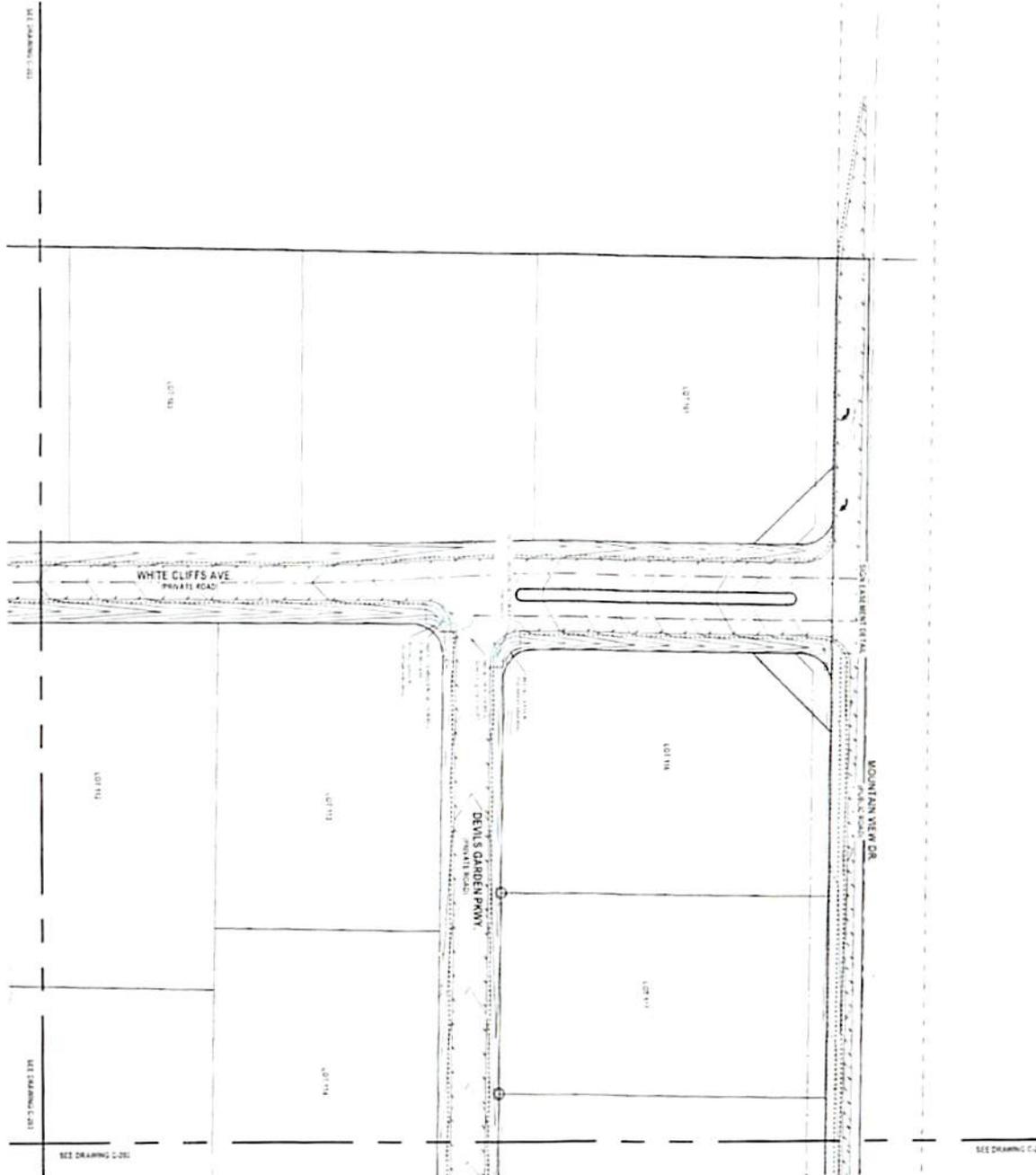
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	<b>WILLOW RESERVE ESTATES</b> KANAB, UTAH
<b>OVERALL</b> GRADING AND DRAINAGE	<b>C-200</b>

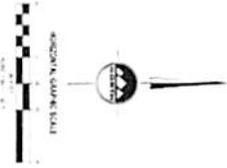
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 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVE UNLESS OTHERWISE NOTED.  
 6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.  
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**GENERAL NOTES**

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	<b>PROJECT</b> WILLOW RESERVE ESTATES PHASE 1 CIVIL ENGINEERING
<b>CLIENT</b> WILLOW RESERVE ESTATES 118 S. MAIN ST. SUITE 200 KANAB, UTAH 84741 PHONE: (435) 882-1188	<b>DATE</b> 11/11/11
<b>PROJECT NO.</b> C-201	<b>SCALE</b> AS SHOWN
<b>DESIGNED BY</b> [Name]	<b>CHECKED BY</b> [Name]
<b>DRAWN BY</b> [Name]	<b>DATE</b> 11/11/11

**WILLOW RESERVE ESTATES**

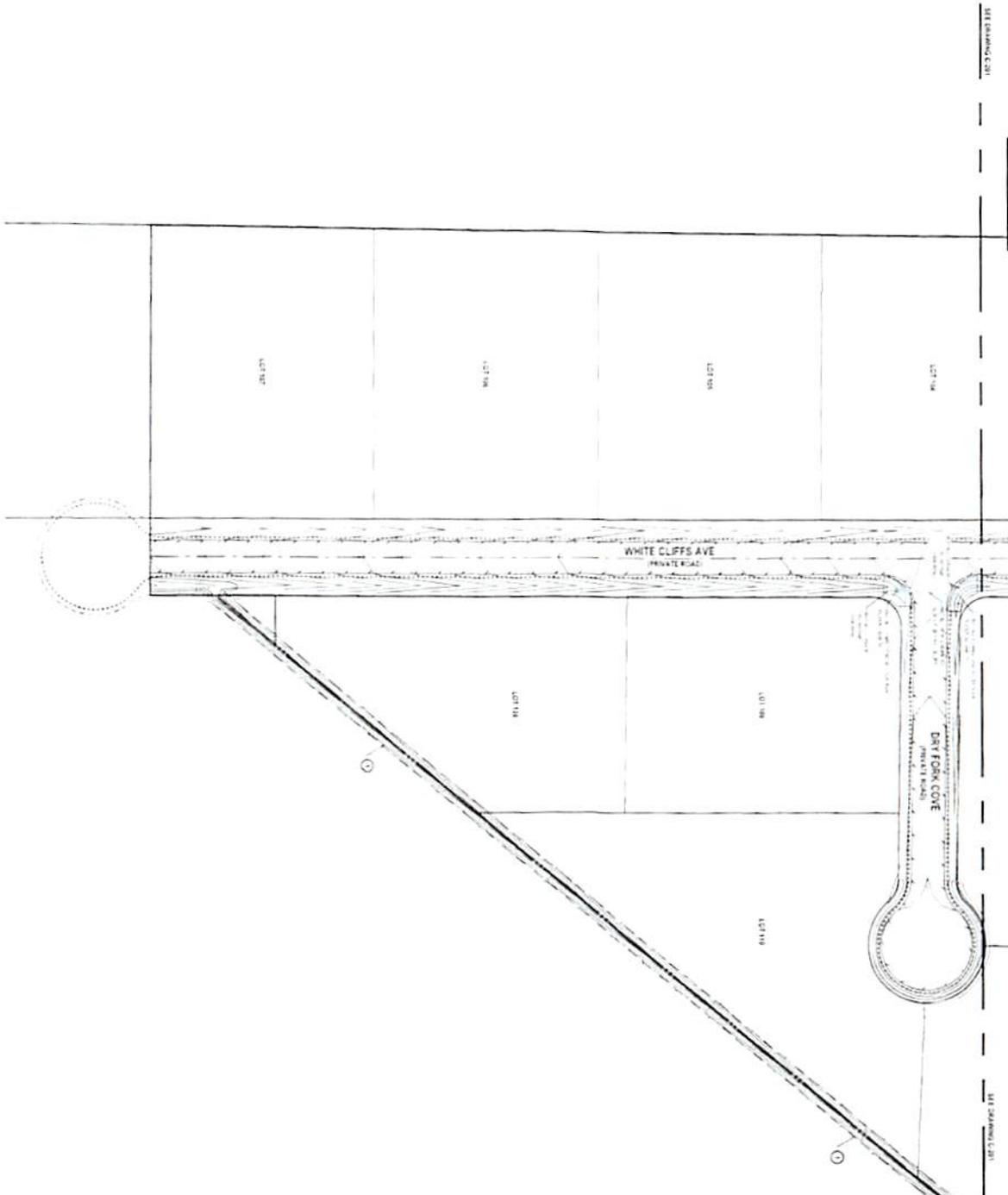
KANAB, UTAH

C-201



**118**

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SCHOOL OF ARCHITECTURE  
1600 E. 900 S. SUITE 200  
SALT LAKE CITY, UT 84143  
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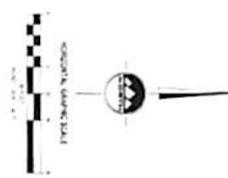
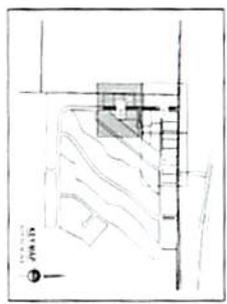


**GENERAL NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND THE UTAH NATIONAL BUILDING CODE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRIVEWAY AND DRIVEWAY CURBS.
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10. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRIVEWAY AND DRIVEWAY CURBS.

**SLOPE OF WORK**

1. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRIVEWAY AND DRIVEWAY CURBS.
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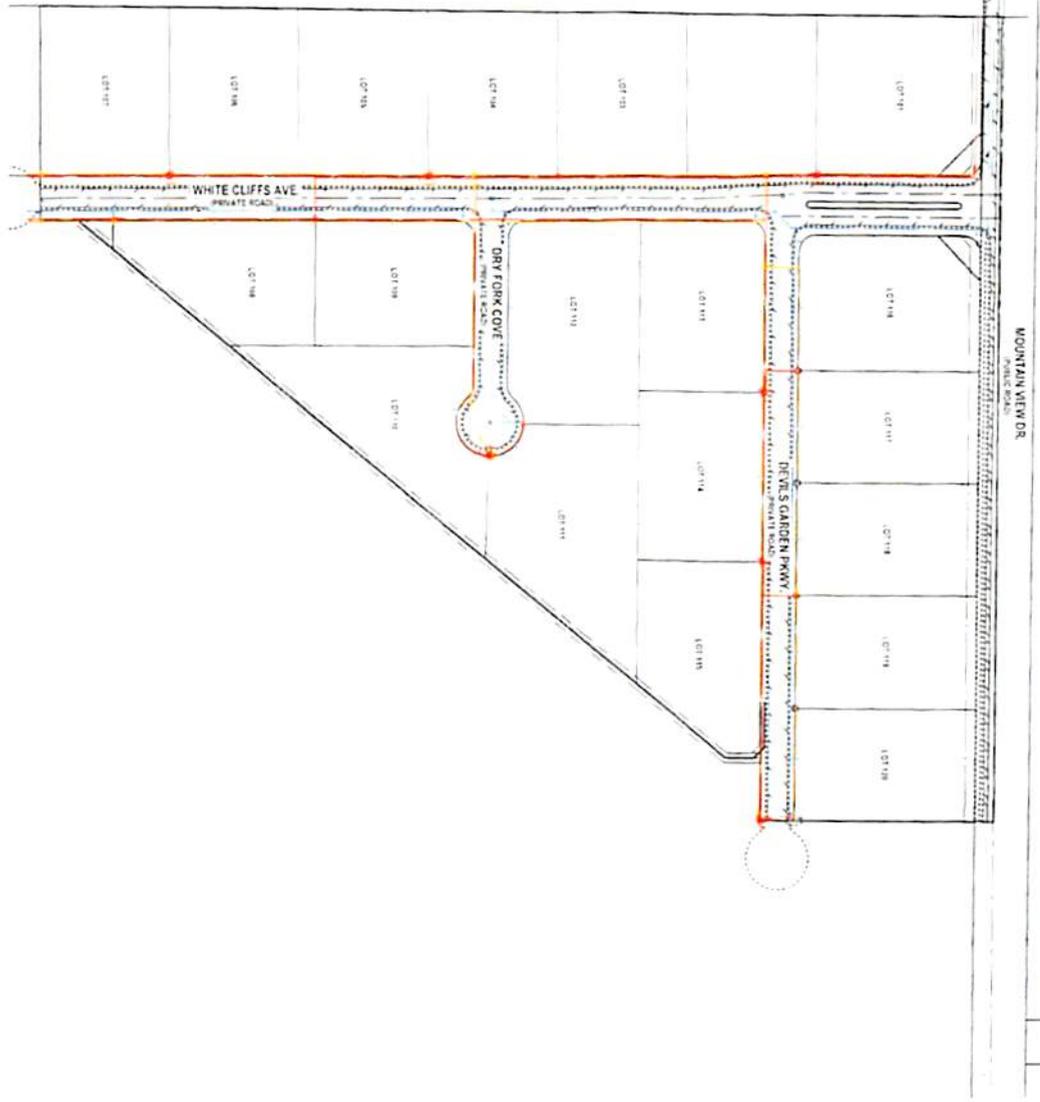
	<b>REGISTERED</b> ARCHITECT MICHAEL J. WATSON LICENSE # 100000000
	<b>LANDSCAPE ARCHITECT</b> JAMES R. WATSON LICENSE # 100000000
<b>PROJECT LOCATION</b> 10000 S. WILLOW RESERVE ESTATES CLEAR CITY PINNACLES, UTAH 84303	<b>ARCHITECT/ENGINEER</b> ENSIGN ARCHITECTURE 1600 E. 900 S. SUITE 200 SALT LAKE CITY, UT 84143 TEL: 801.524.2200 WWW.UHARCHITECTURE.UTAH.EDU
<b>DATE</b> 10/11/18	<b>PROJECT NO.</b> 18-001
<b>PROJECT NAME</b> WILLOW RESERVE ESTATES	<b>PROJECT ADDRESS</b> 10000 S. WILLOW RESERVE ESTATES CLEAR CITY, UTAH 84303
<b>OWNER</b> WILLOW RESERVE ESTATES	<b>OWNER ADDRESS</b> 10000 S. WILLOW RESERVE ESTATES CLEAR CITY, UTAH 84303
<b>DATE</b> 10/11/18	<b>PROJECT NO.</b> 18-001
<b>PROJECT NAME</b> WILLOW RESERVE ESTATES	<b>PROJECT ADDRESS</b> 10000 S. WILLOW RESERVE ESTATES CLEAR CITY, UTAH 84303
<b>OWNER</b> WILLOW RESERVE ESTATES	<b>OWNER ADDRESS</b> 10000 S. WILLOW RESERVE ESTATES CLEAR CITY, UTAH 84303

**WILLOW RESERVE ESTATES**

KANAB, UTAH

C-203

**ENB**  
 ENGINEERING & ARCHITECTURE  
 1000 N. 1000 E. SUITE 100  
 KANAB, UTAH 84901  
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**GENERAL NOTES**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND ALL APPLICABLE LOCAL ORDINANCES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL MAINTAIN PROPER EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
7. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE APPLICABLE AGENCIES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
9. THE CONTRACTOR SHALL MAINTAIN PROPER EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
10. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE APPLICABLE AGENCIES.

**WILLOW RESERVE ESTATES**  
 KANAB, UTAH

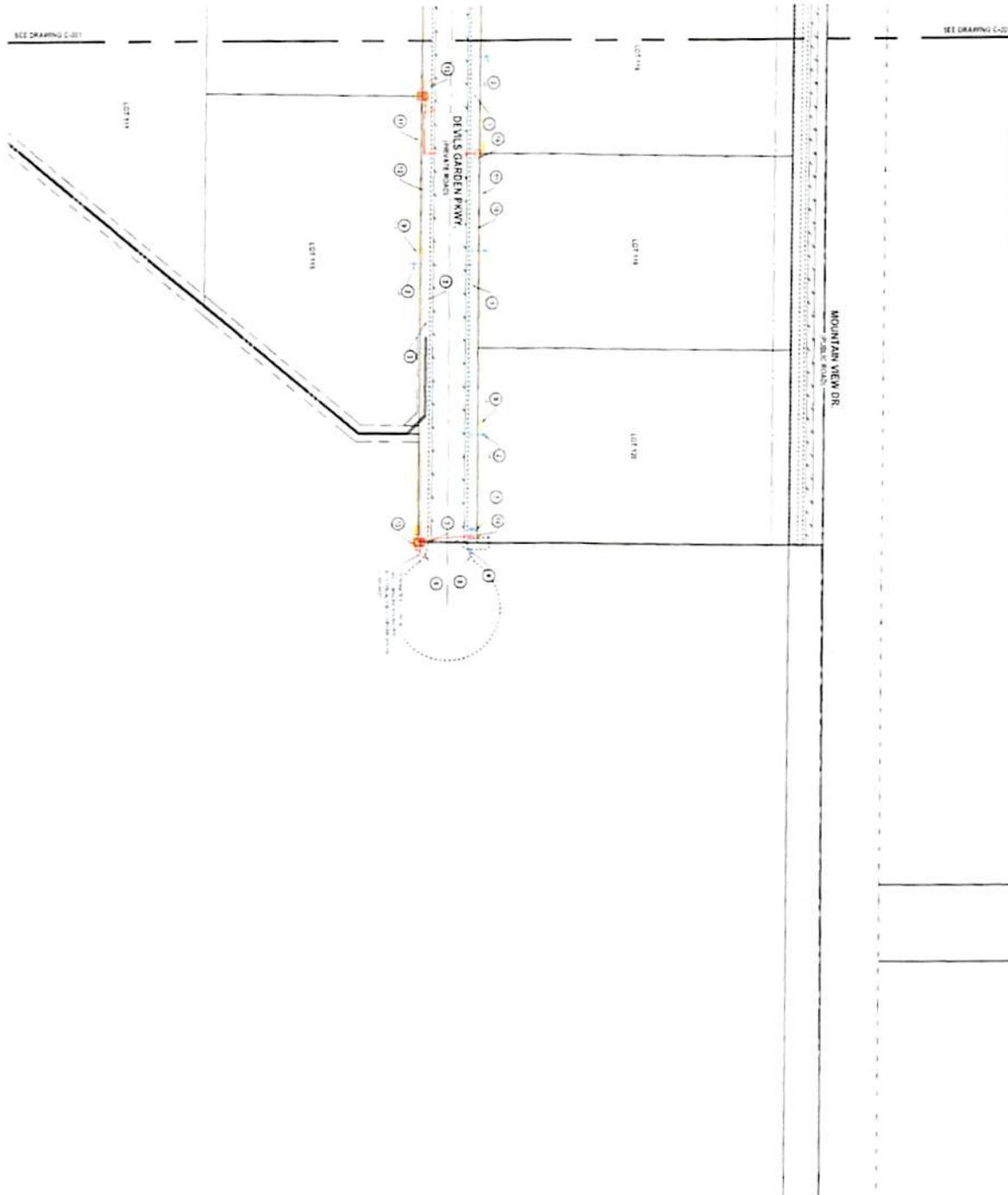
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**GENERAL UTILITY PLAN**

**C-300**



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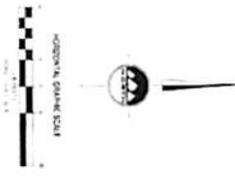
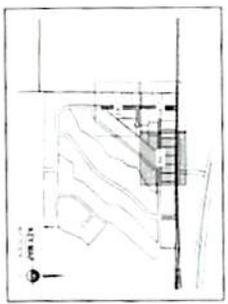


SEE DRAWING C-301

SEE DRAWING C-301

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**WILLOW RESERVE ESTATES**

KANAB, UTAH

**ENSGN**  
 ENGINEERING  
 207 N. 300 E.  
 PO BOX 1120  
 KANAB, UT 84701  
 PHONE: 435-882-1120  
 FAX: 435-882-1121  
 WWW.ENSGN.COM

**PROJECT**  
 PROJECT NO. 2023-001  
 SHEET NO. C-302

**DATE**  
 11/15/2023

**DESIGNED BY**  
 J. SMITH

**CHECKED BY**  
 M. JONES

**SCALE**  
 AS SHOWN

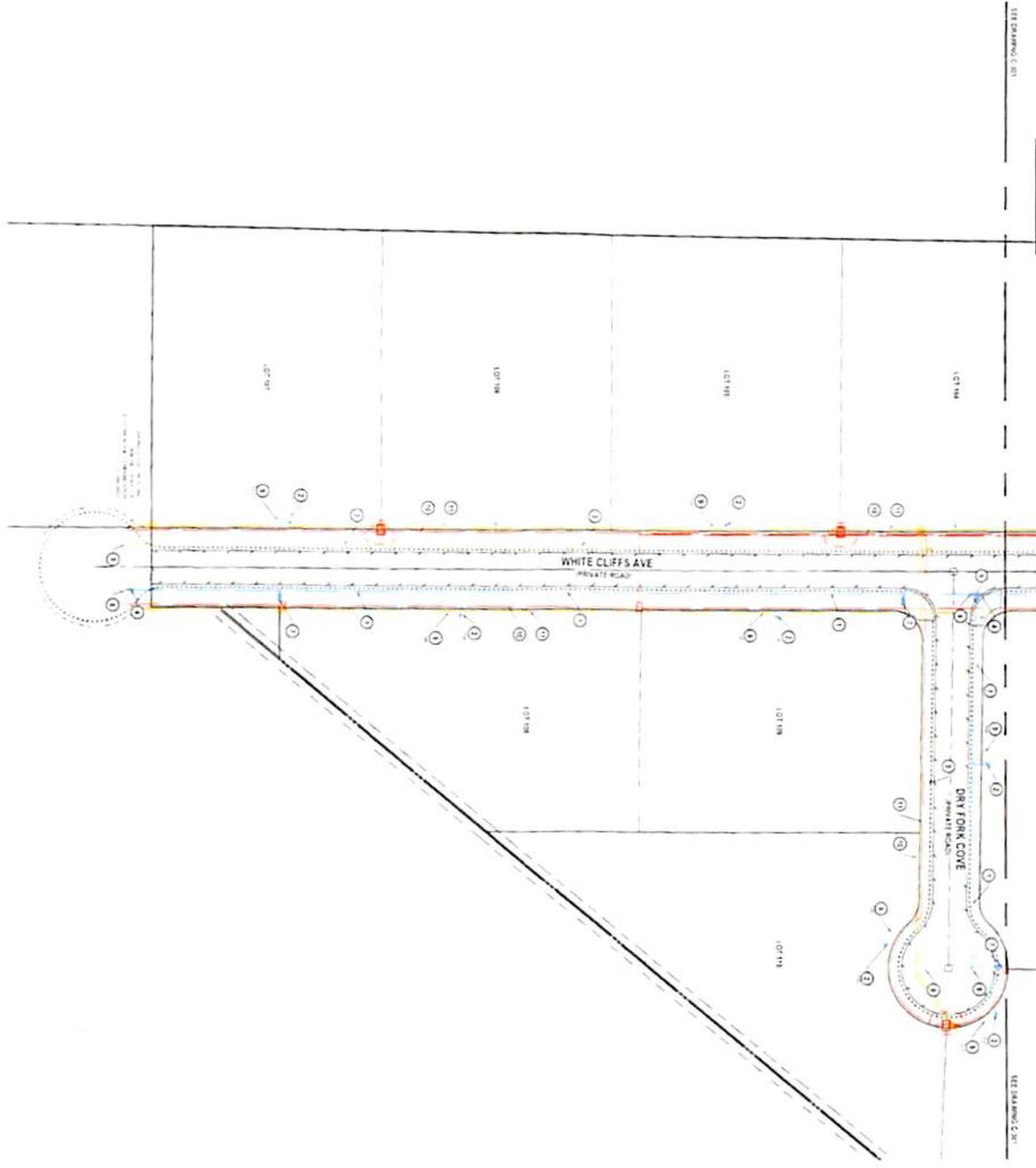
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 WILLOW RESERVE ESTATES  
 KANAB, UT

**UTILITY PLAN**

**C-302**

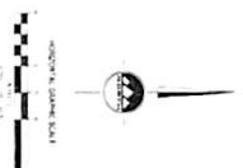
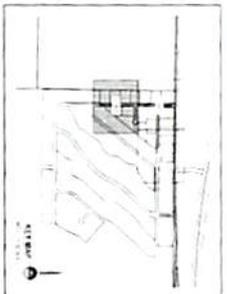
**118**

NO. 118  
 118  
 118



**CANAL NOTES**

1. THE CANAL SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE FOLLOWING NOTES.
2. THE CANAL SHALL BE CONSTRUCTED TO A MINIMUM DEPTH OF 18 INCHES BELOW FINISHED GRADE.
3. THE CANAL SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 18 INCHES.
4. THE CANAL SHALL BE CONSTRUCTED TO A MINIMUM SLOPE OF 0.5 PERCENT.
5. THE CANAL SHALL BE CONSTRUCTED TO A MINIMUM COVER OF 18 INCHES.
6. THE CANAL SHALL BE CONSTRUCTED TO A MINIMUM COVER OF 18 INCHES.
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17. THE CANAL SHALL BE CONSTRUCTED TO A MINIMUM COVER OF 18 INCHES.
18. THE CANAL SHALL BE CONSTRUCTED TO A MINIMUM COVER OF 18 INCHES.
19. THE CANAL SHALL BE CONSTRUCTED TO A MINIMUM COVER OF 18 INCHES.
20. THE CANAL SHALL BE CONSTRUCTED TO A MINIMUM COVER OF 18 INCHES.



**WILLOW RESERVE ESTATES**

KANAB, UTAH

**ENSIGN**

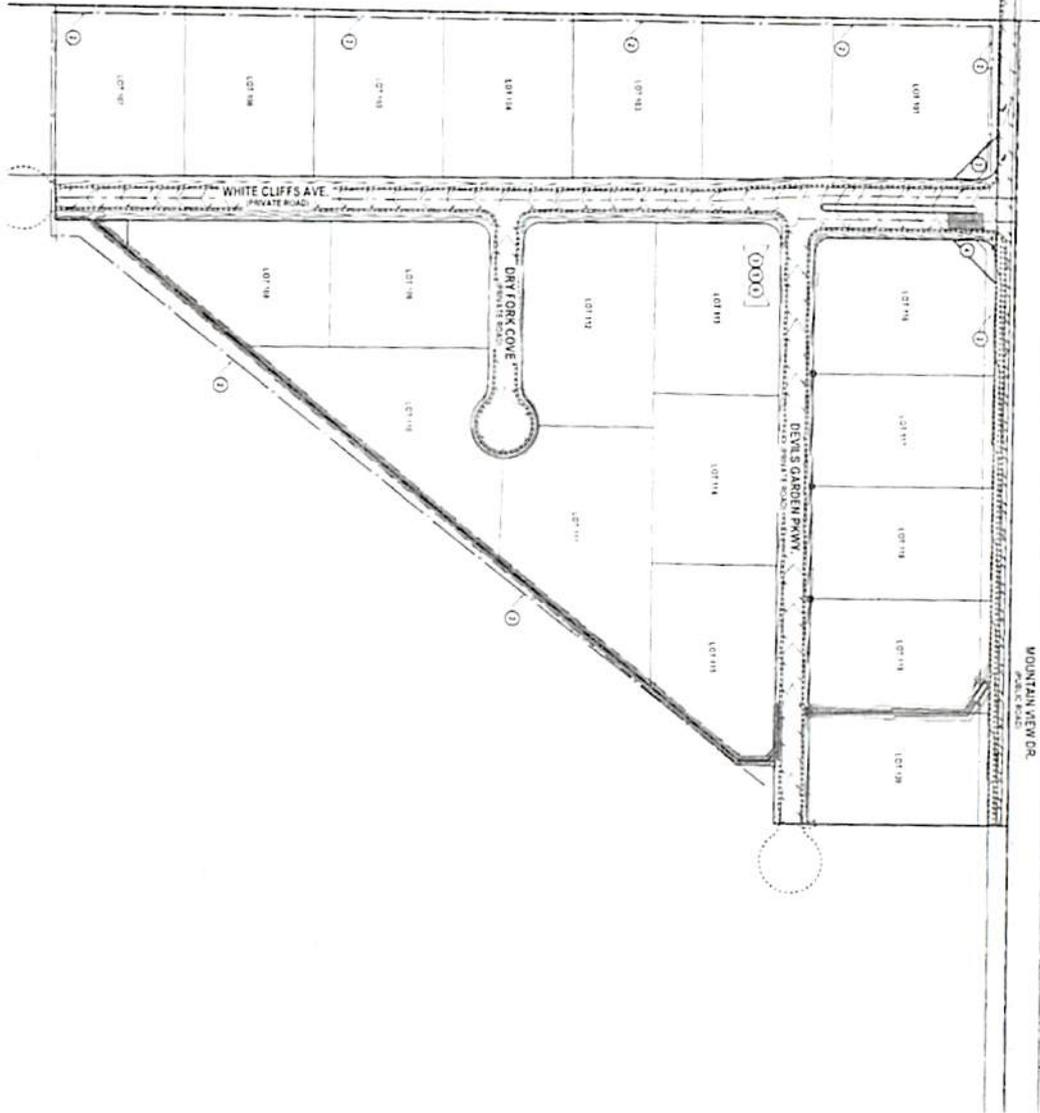
REGISTERED PROFESSIONAL ENGINEER  
 2015 UTAH LICENSE NO. 118  
 118  
 118

**DESIGNED BY:** [Name]  
**DRAWN BY:** [Name]  
**CHECKED BY:** [Name]  
**DATE:** [Date]

**UNITS:** METRIC

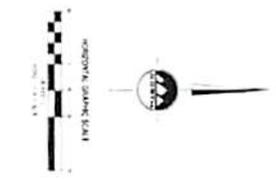
**C-303**

**811**  
 THE UTAH STATE ENGINEERING BOARD  
 REGISTERED PROFESSIONAL ENGINEERS  
 LICENSE NO. 12345  
 EXPIRES 12/31/2024



**GENERAL NOTES**

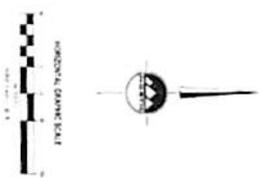
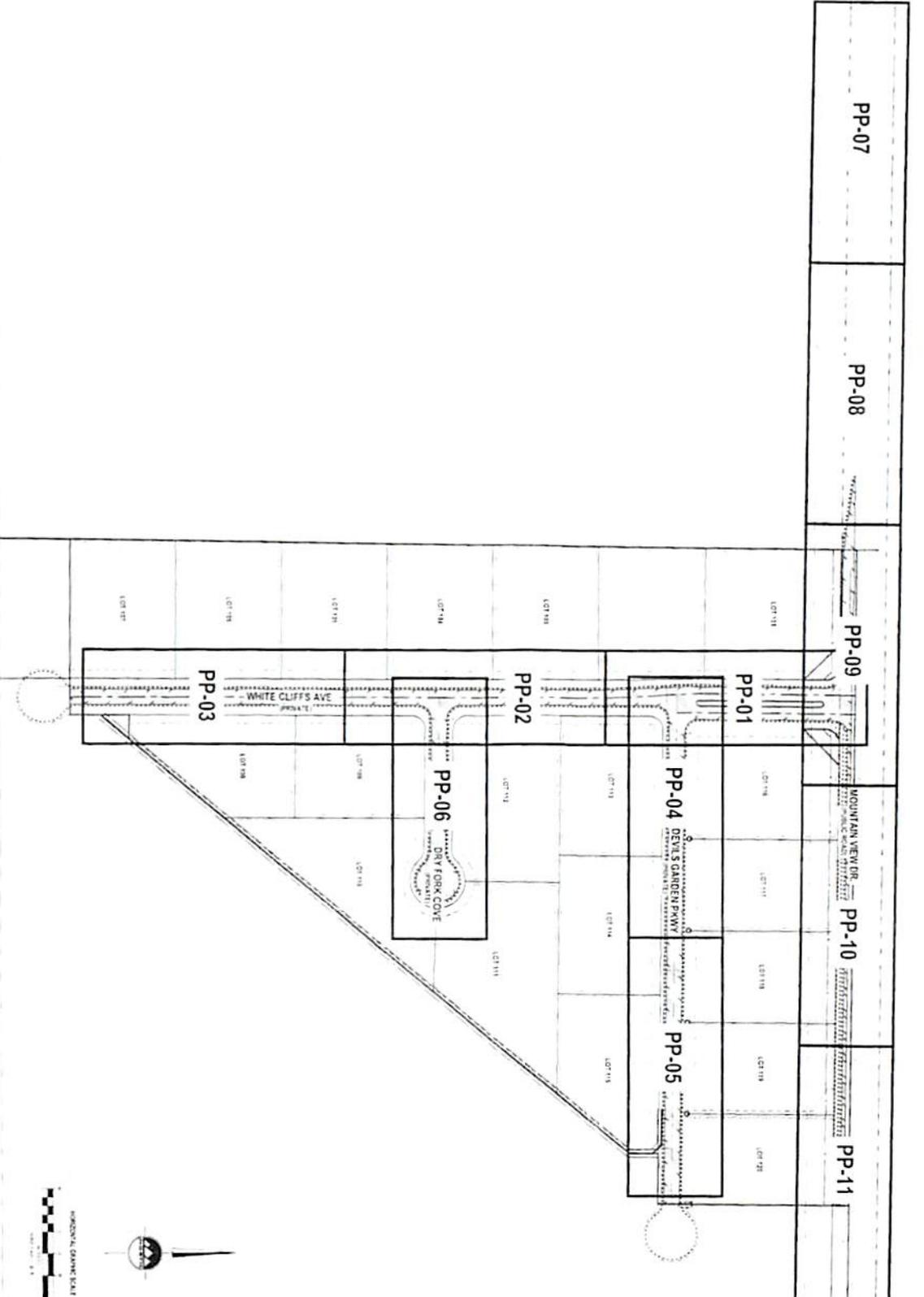
1. THE INFORMATION CONTAINED HEREIN IS BASED UPON THE DATA AND INFORMATION PROVIDED BY THE CLIENT AND THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY TO VERIFY THE ACCURACY OF THE DATA.
2. THE DESIGNER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE SITE AND HAS NOT CONDUCTED A DETAILED SURVEY TO VERIFY THE ACCURACY OF THE DATA.
3. THE DESIGNER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE SITE AND HAS NOT CONDUCTED A DETAILED SURVEY TO VERIFY THE ACCURACY OF THE DATA.
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9. THE DESIGNER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE SITE AND HAS NOT CONDUCTED A DETAILED SURVEY TO VERIFY THE ACCURACY OF THE DATA.
10. THE DESIGNER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE SITE AND HAS NOT CONDUCTED A DETAILED SURVEY TO VERIFY THE ACCURACY OF THE DATA.



<p><b>WILLOW RESERVE ESTATES</b></p> <p>KANAB, UTAH</p>	<p><b>ENGIN</b></p> <p>REGISTERED PROFESSIONAL ENGINEERS          LICENSE NO. 12345          EXPIRES 12/31/2024</p>	<p><b>PROJECT:</b> WILLOW RESERVE ESTATES</p> <p><b>DATE:</b> 12/31/2024</p> <p><b>SCALE:</b> AS SHOWN</p> <p><b>DESIGNER:</b> ENGIN</p> <p><b>CHECKED:</b> ENGIN</p> <p><b>DATE:</b> 12/31/2024</p>
<p><b>EPDSION CONTROL PLAN</b></p>	<p><b>C-400</b></p>	



**RESEARCH**  
 1000 N. GARDEN HWY. SUITE 100  
 KANAB, UTAH 84901  
 (435) 882-1111

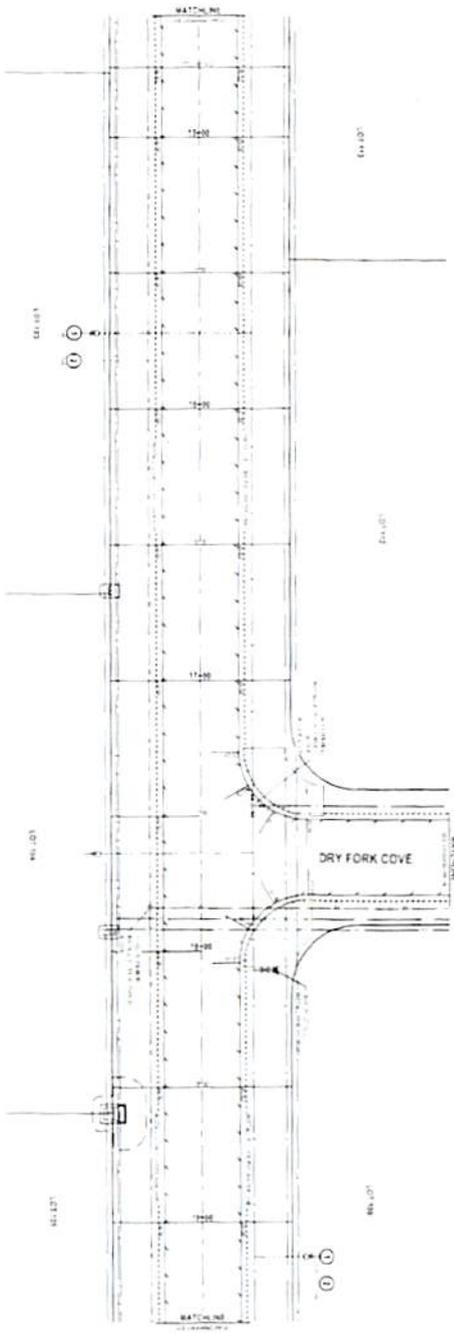


	PROJECT: WILLOW RESERVE ESTATES PROJECT NO.: 2011-001 DATE: 08/20/2014
	CLIENT: LAKTON PROJECT NO.: 2011-001 PROJECT LOCATION: DEVIL'S GARDEN PKWY KANAB, UTAH 84901
DRAWN BY: J. L. HARRIS	CHECKED BY: J. L. HARRIS
PROJECT NO.: 2011-001	SHEET NO.: 001 OF 001
WILLOW RESERVE ESTATES KANAB, UTAH	PP-00

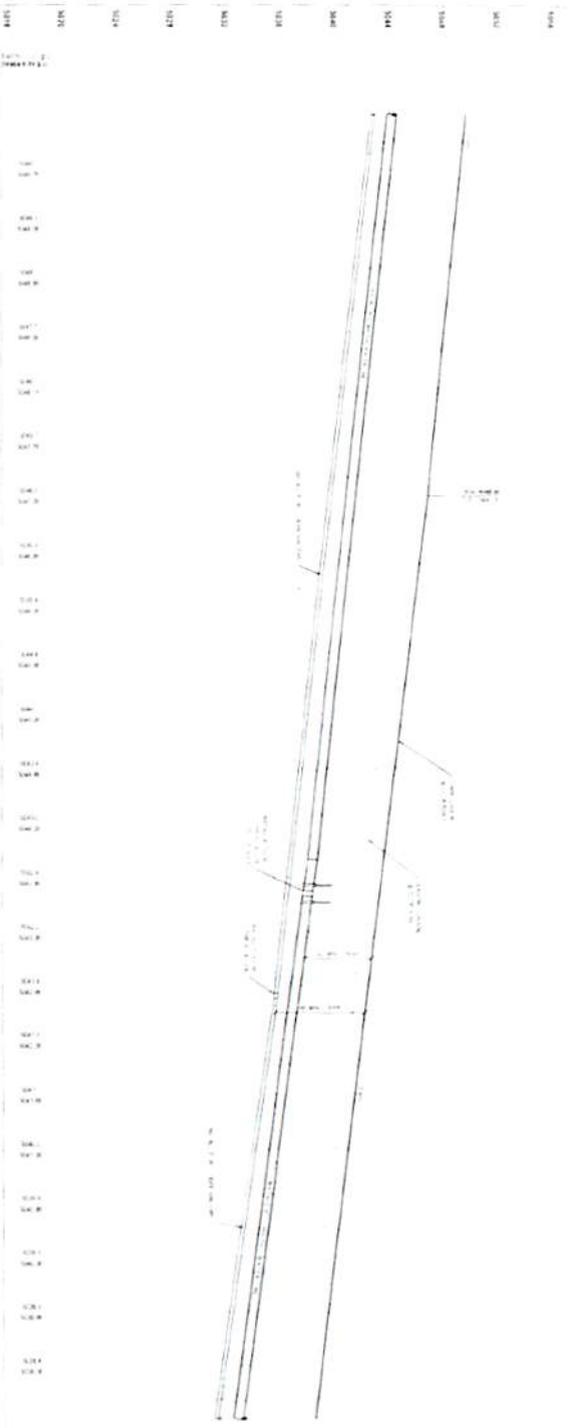
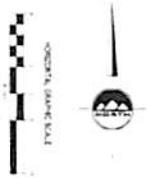
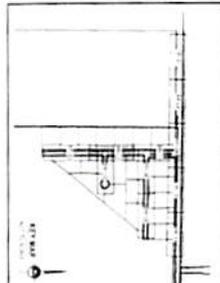


**811**  
 THE KANSAS CITY, MISSOURI  
 REGISTERED PROFESSIONAL ENGINEER  
 LICENSE NO. 100,000,000  
 EXPIRES 12/31/2024  
 PROJECT NO. 2024-001  
 SHEET NO. 100-001

**NOTES:**  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.



**WHITE CLIFF AVENUE**



**WILLOW RESERVE ESTATES**  
 KANAB, UTAH

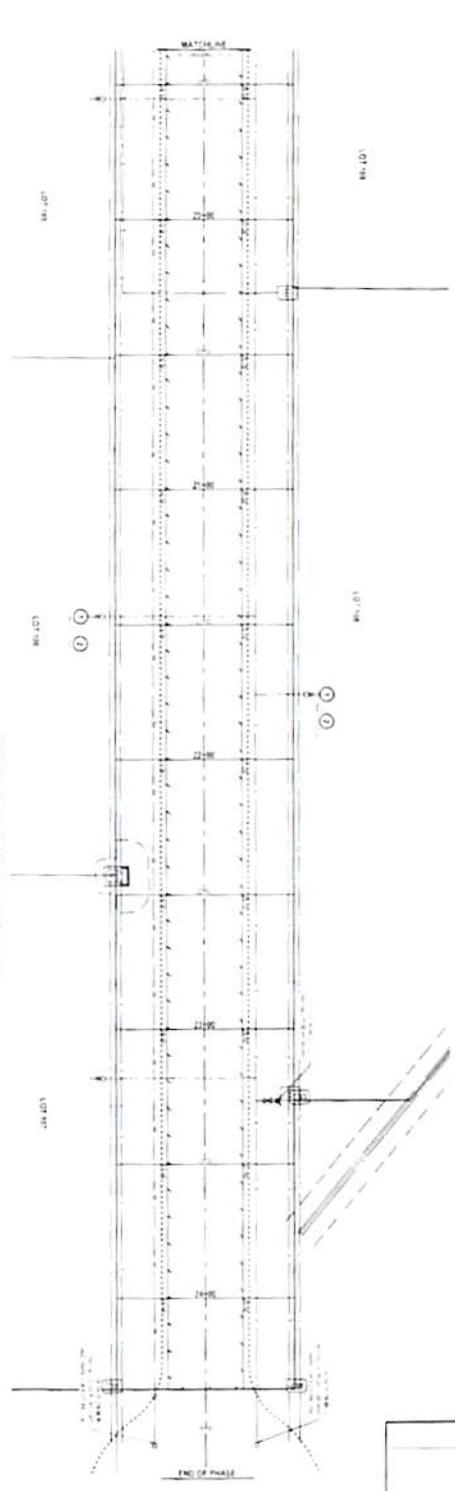
**ENSIGN**  
 REGISTERED PROFESSIONAL ENGINEER  
 LICENSE NO. 100,000,000  
 EXPIRES 12/31/2024  
 PROJECT NO. 2024-001  
 SHEET NO. 100-001

**PLAN AND PROFILE**  
 WHITE CLIFF AVENUE

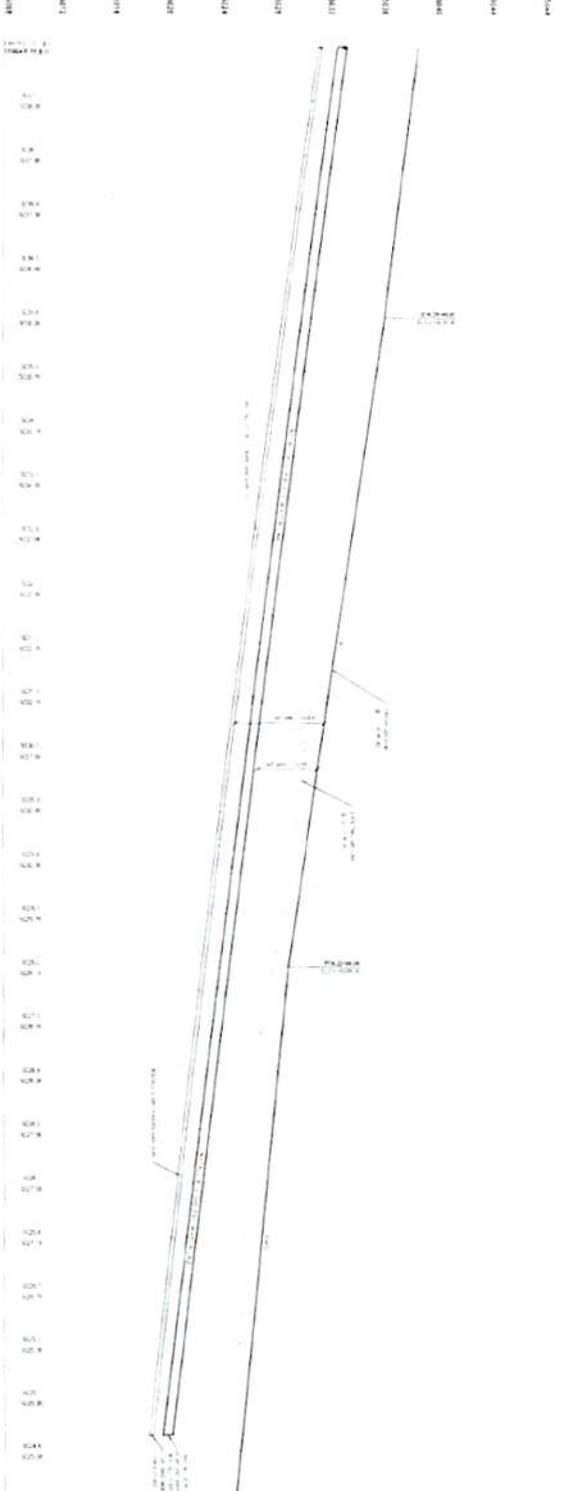
**PP-02**

**811**  
 THE CITY OF KANAB  
 100 WEST MAIN STREET  
 KANAB, UTAH 84901  
 (435) 882-2222  
 www.kanab.gov

**NOTICE OF WORK**  
 A CITY OF KANAB UTILITY PROJECT IS SCHEDULED TO TAKE PLACE AT THE LOCATION SHOWN ON THIS MAP. THE PROJECT IS SCHEDULED TO BEGIN ON [DATE] AND TO BE COMPLETED BY [DATE]. THE PROJECT WILL INVOLVE THE CONSTRUCTION OF [PROJECT DESCRIPTION]. THE CITY OF KANAB WILL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND THE SAFETY OF THE PUBLIC. ANY PERSONS OR COMPANIES WHOSE WORK MAY INTERFERE WITH THE PROJECT MUST CONTACT THE CITY OF KANAB AT (435) 882-2222 AT LEAST 48 HOURS BEFORE THE START OF WORK.



**WHITE CLIFF AVENUE**



**WILLOW RESERVE ESTATES**  
 KANAB, UTAH

**ENSGN**  
 27 N 1ST ST  
 PO BOX 1000  
 KANAB, UT 84901  
 (435) 882-2222  
 www.ensgn.com

**PROJECT INFORMATION**  
 PROJECT NO. [ ]  
 SHEET NO. [ ]

**PLAN AND PROFILE**  
 WHITE CLIFF AVENUE

**PP-03**



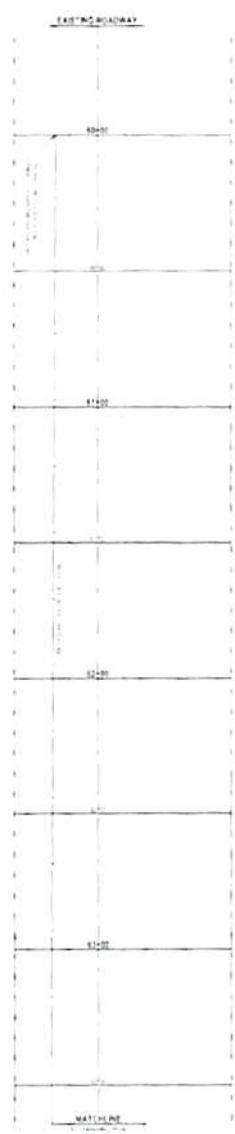




**118**  
 REGISTERED PROFESSIONAL ENGINEER  
 No. 118  
 State of Utah  
 License No. 118  
 License Expires 12/31/2024

**NOTES:**

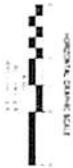
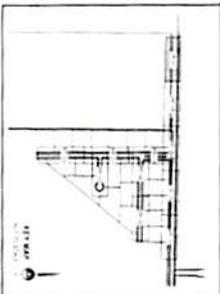
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND THE UTAH ZONING ORDINANCES.
3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL FIELD CONDITIONS AND ADJUSTING THE DESIGN AS NECESSARY.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
7. THE CONTRACTOR SHALL MAINTAIN PROPER EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORD DRAWINGS THROUGHOUT THE PROJECT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE APPLICABLE AGENCIES.



**MOUNTAIN VIEW DR.**



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1180  
1190  
1200



**WILLOW RESERVE ESTATES**

KANAB, UTAH



**ENSIGN**  
 REPORT NO. 2024-001  
 PROJECT: WILLOW RESERVE ESTATES  
 LOCATION: KANAB, UTAH  
 DATE: 10/20/2024  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

PLAN AND PROFILE  
 MOUNTAIN VIEW DR.  
 PP-07



**WILLOW RESERVE ESTATES**

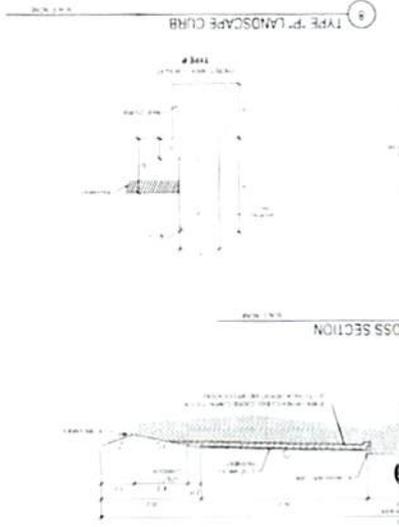
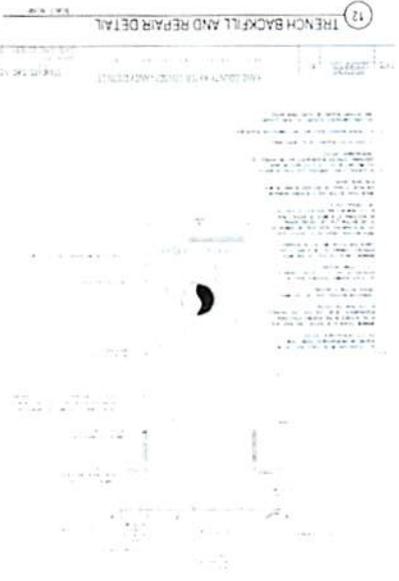
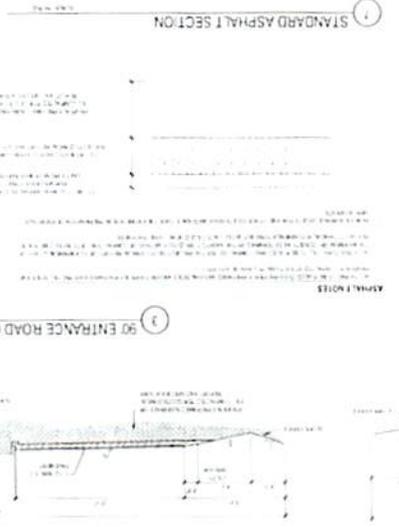
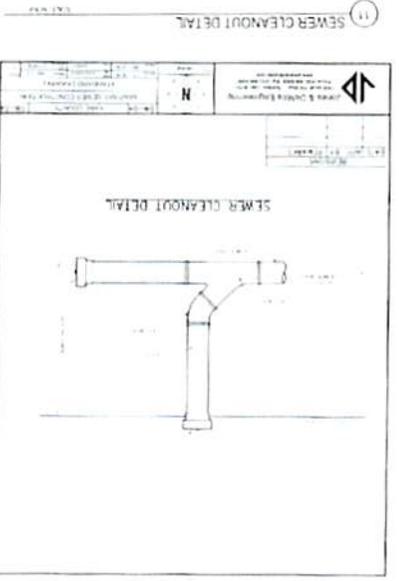
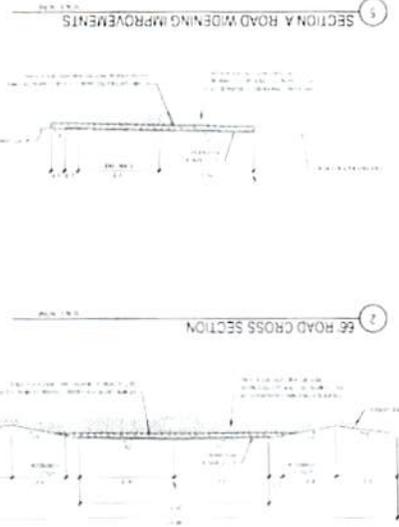
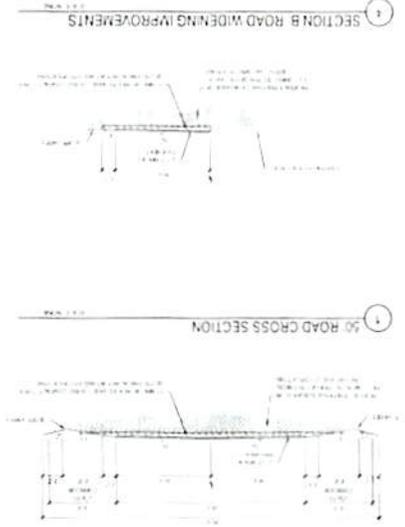
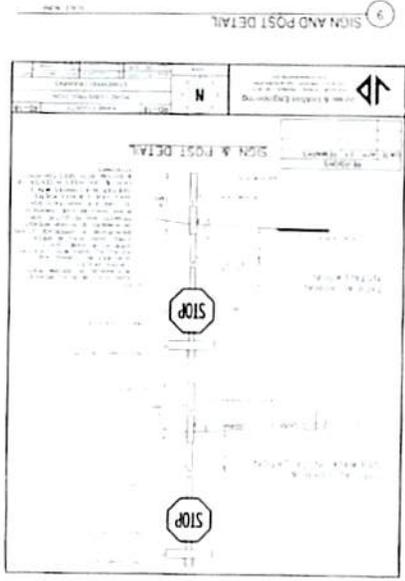
KANAB, UTAH

C-500

DETAILS

ENGIN

REGISTERED PROFESSIONAL ENGINEER  
 UTAH LICENSE NO. 10000  
 225 N. 200 E.  
 P.O. BOX 100  
 CANTON, UTAH 84015  
 PHONE: 435-833-1111  
 FAX: 435-833-1112  
 WWW.ENGIN.COM



1 WATER METER BOX DETAIL

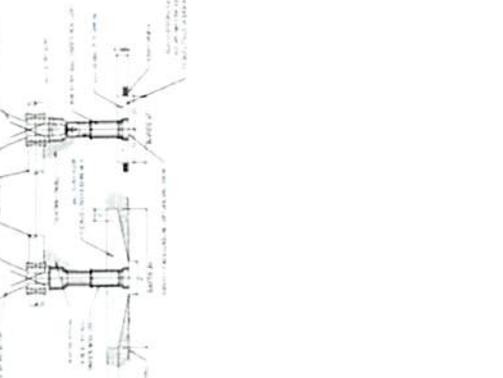


5 STANDARD FIRE PRESSURE REDUCING VALVE AND VAULT



2 STANDARD FIRE HYDRANT DETAIL

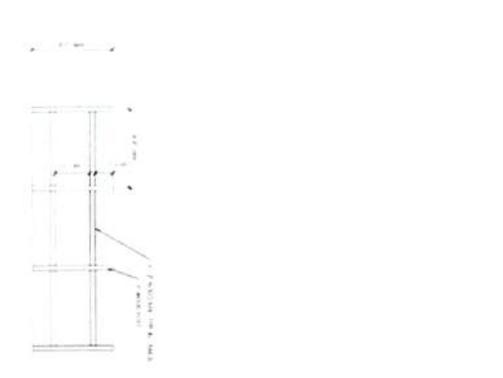
4 STANDARD AIR VAC DETAILS



3 3/4\"/>

7 WATER VALVE BOX PAVED AND UNPAVED DETAIL

6 WATER LINE AND THRUST BLOCKS DETAIL



8 WOOD POLE OR SPLIT RAIL FENCE





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.** The developer's engineer will provide estimates for each of the approximately 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(1)-1, 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(1)-1. 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(1)-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. Intentionally omitted.~~

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 and recorded, the Developer may immediately submit an application for approval or 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. Vested rights are governed by the Kane County Land Use Ordinance and Utah State law. 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.i. 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.ii. 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 1<sup>st</sup> phase of improvements to show that the 1,000 foot rule will be adhered to.

~~—With respect to outdoor lighting, the Developer will reasonably and substantially comply with Kanab Land Use Ordinance Chapter 22—Outdoor Lighting—~~

d.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.

e.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 shall~~ be separately dedicated to a ~~public-  
infrastructure district or other mutually agreed entity~~ qualifying governmental entity which may include the Kane County Water Conservancy District. Developer shall dedicate to Kane County any roads designated by the Kane County Commission as necessary for general public use. All other roads will remain private roads and shall be owned by the Developer until the completion of a phase at which time they shall be transferred to an established Home Owners Association or other similar entity. The Kane County Commission will make a final determination on any road that must be dedicated to Kane County at the time of approving a final plat for any phase. If due to the design of a subsequent phase it becomes desirable for a road in a previous phase to be dedicated to Kane County, Developer shall also be required to dedicate roads from a previous phase to Kane County, and to work with the Home Owners Association to ensure dedication of the road to Kane County if necessary. ~~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.~~

~~—Intentionally omitted.~~

~~—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.~~

## 8.6. 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.

#### 9.7. 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. Developer may not assign this agreement without the written consent of the Kane County Land Use Administrator, which consent shall not be reasonably withheld.~~
- 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 or until the entire property has been developed and all assurances and warranties has been fulfilled, whichever is later. 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.

<p>Kane County A political subdivision of the State of Utah Attest</p>   <p>_____ By: Chameill Lamb Title: County Clerk Date:</p>	<p>Kane County</p>   <p>_____ By: <u>Patty Kubeja</u> Title: Chair, Kane County Commission Date:</p>
<p><u>Approved as to legal form and content:</u></p>  <p>_____ By: <u>Robert Van Dyke</u> Title: <u>Kane County Attorney</u> Date:</p>	
<p>Kanab 600, LLC</p>   <p>_____ By: Greg Whitehead Title: Manager Date:</p>	

STATE OF UTAH )

ss.

COUNTY OF KANE )

On the \_\_\_\_\_ day of \_\_\_\_\_ 2024, personally appeared before me \_\_\_\_\_ Greg Whitehead 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

# AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

## WILLOW RESERVE ESTATES

This Declaration of Covenants, Conditions, and Restrictions of Willow Reserve Estates ("Declaration") is effective when recorded in the office of the Kane County, Utah, recorded by (Enter name Here), a Utah limited liability company ("Declarant").

WITNESSETH:

- A. Declarant is the owner of certain real property known as Willow Reserve Estates, more particularly described in Exhibit A attached hereto and according to the official plat(s) to be on file with the Kane County Recorder, including all land identified as Parcel numbers 4-5-6-1 and 4-5-5-2 ("the Property").
- B. Declarant has established a land use plan for the Property and further desires to preserve the value and amenities thereon by subjecting the Property to the covenants, conditions and restrictions set forth in this Declaration and subjecting the Property to Utah Code Section 57-8a- 101 *et. seq* (the "Act").
- C. Declarant desires to create an association of homeowners, not a cooperative, which entity shall possess the power to maintain and administer the Common Area, collect and disburse assessments and charges hereinafter provided for, and administer and enforce the provisions of this Declaration.

NOW THEREFORE, in consideration of the mutual promises contained herein, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, conditions and restrictions set forth in this Declaration.

- 1. **DEFINITIONS.** As uses herein, the following terms have the indicated meanings:
  - 1.1 "Assessments" shall mean any charge imposed or levied by the Association against Lot Owners including but not limited to Annual Assessments as well as Special Assessments, late fees, and fines, all as provided in this Declaration.
  - 1.2 "Association" shall mean and refer to the Willow Reserve Estates Homeowners Association.
  - 1.3 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws of the Association. The Board is the governing body of the Association.
  - 1.4 "Bylaws" shall mean the Bylaws of the Association as the same may be amended from time to time which are attached hereto as Exhibit B.
  - 1.5 "Common Areas" shall mean any land and the improvements situated thereon, within the Property that Declarant designates as Common Areas on the Plat or other recorded instrument and other real property which the Association now or hereafter owns in fee for the benefit of the Lot Owners. Specifically, the Common Areas shall include roadway improvements within the Property shown on the Plat as private roads and which are not accepted for dedication by a municipal authority.
  - 1.6 "Declarant" shall mean Kanab 600 LLC, LLC, its successors and assigns.
  - 1.7 "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions of Willow Reserve Estates.
  - 1.8 "Governing Documents" shall mean the Declaration, Articles of Incorporation, Bylaws, Plat, and any Rules adopted by the Board.

- 1.9 "Willow Reserve Estates" or the "Property" shall mean all the property subject to this Declaration as specifically described above and described in Exhibit A.
- 1.10 "Lot" shall mean a parcel held in fee simple title, as shown on and included within the Plats of Willow Reserve Estates, to be filed for record by Declarant with the Kane County Recorder.
- 1.11 "Lot Owner" shall mean and refer to the fee simple title holders of a Lot within Willow Reserve Estates.
- 1.12 "Member" shall mean and refer to a Lot Owner.
- 1.13 "Period of Declarant Control" shall mean and refer to a period of time commencing on the date this Declaration is recorded and terminating on the occurrence of the earliest of the following events: (1) the date of December 31<sup>st</sup> of the year on which all of the Lots have been conveyed to purchasers; or (2) the Declarant executes and records a written waiver of its right to control the Association.
- 1.14 "Registered Agent" shall be as provided in the entity filings with the Utah State Department of Commerce, Division of Corporation and Commercial Code. The Board may change the Registered Agent without Lot Owner vote or approval.
- 1.15 "Rules" shall mean and refer to the rules, resolutions, regulations, policies, architectural guidelines, etc. adopted by the Board or the Association.

## 2. VOTING

- 2.1 Membership. Every Lot Owner shall be a Member of the Association. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of a Lot to which it is appurtenant, and then only to the new Lot Owner.
- 2.2 Voting Rights. Except as otherwise disallowed in this Declaration or the Bylaws or limited by the special Declarant rights reserved by the Declarant, Lot Owners shall be entitled to one (1) vote per Lot owned and the Declarant shall be entitled to ten (10) votes per Lot owned.
- 2.3 Proxies. A Lot Owner may give his proxy, either specific or general, to another Lot Owner, a third person, or to a contract purchaser of his Lot to vote on all matters coming before the Association for vote provided the same is in writing, signed by the Lot Owner, and is presented to those Association officers conducting such vote or as may be further provided in the Bylaws.

## 3. BUDGET AND ASSESSMENTS

- 3.1 Annual Budget. The Board shall prepare, or cause the preparation of, and adopt an annual budget for the Association. The annual budget shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management, and operation of the Association. The Board may revise the budget from time to time as the Board deems appropriate. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until a new annual budget is adopted. The budget shall be made available to the Owners within thirty (30) days after adoption.
- 3.2 Covenant to Pay Assessments. Each Owner, by the acceptance of a deed to a Lot, whether or not it be so expressed in the deed, hereby covenants and agrees to pay to the Association all Assessments, including without limitation, all Annual and Special Assessments described below, and other fees, charges, levies, and fines as may be provided in the Governing Documents.
- 3.3 Purpose of Assessments. Assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the Property. The use made by the Association of funds obtained from Assessments may include, but is not limited to: payment of the cost of taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under the Governing Documents.
- 3.4 Declarant's Assessment Exemption. The Declarant shall not be obligated to pay Assessments on any Lot owned by it until such time as the Declarant elects in writing to pay Assessments, and only for so long as the

Declarant elects to pay Assessments.

- 3.5 Annual Assessments.** Annual Assessments shall be made on a calendar-year basis. The Board shall give written notice of each Annual Assessment not less than fifteen (15) days nor more than sixty (60) days prior to the beginning of the next calendar year. Each Annual Assessment shall be due and payable in monthly installments on the first day of each and every month and no separate notices of such installments shall be required. At least fifteen (15) days prior to the effective date of any change in the amount of the Annual Assessment, the Association shall give each Lot Owner written notice of the amount.
- 3.6 Special Assessments.** In addition to the Annual Assessments, the Board may levy a Special Assessment payable over such a period as the Board may determine for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Assessments; the cost of any construction, reconstruction, or unexpected repair or replacement of the Common Areas; or for any other expense incurred or to be incurred as provided in this Declaration. Special Assessments over one-thousand dollars (\$2,000) in a calendar year must be approved and assented to by a majority vote of the Member present in person or by proxy at a meeting duly called for such purpose. Notice in writing of the amount of any Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Lot Owners. Payment shall be due on the dates and in the manner determined by the Board and provided in the notice.
- 3.7 Allocation of Assessments.** Annual and Special Assessments shall be fixed at a uniform rate for all Lots, unless otherwise provided in the Governing Documents.
- 3.8 Application of Excess Assessments.** In the event the amount budgeted to meet common expenses for a particular fiscal year proves to be excessive in light of the actual common expenses, the Board in its discretion may apply the excess to reserves, credit the excess against future Assessments, or pay the excess to the Lot Owners, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.
- 3.9 Personal Obligation and Lien.** All Assessments, together with any interest, late fees, collection costs, and attorney fees if collection efforts become necessary shall be, constitute, and remain:
- (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made; and
  - (b) the personal obligation of the person who is the Lot Owner of such Lot at the time the Assessment falls due. No Lot Owner may exempt himself or his Lot from liability for payment of Assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments, late payment fees, interest, and costs of collection, including reasonable attorney fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.
- 3.10 Rules Regarding Billing and Collection Procedures.** The Board shall have the right to adopt Rules settling forth procedures for billing and collection of Assessments, provided that such procedures are not inconsistent with the provisions hereof. The failure of the Association to send an invoice to a Lot Owner shall not relieve any Lot Owner of liability for any Assessment or charge under this Declaration, but the Assessment lien therefore shall not be foreclosed or otherwise enforced until the Lot Owner has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Lot Owner on the records of the Association, of the Assessment or installment and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. A copy of such notice may also be provided to the Occupant(s) of the Lot if the Lot Owner is not a resident at the Property.
- 3.11 Due Date and Delinquency.** Assessments shall be paid in a timely manner. Payments are due in advance on the first day of the month or the first day of such other period established for the payment of Assessments. Payments are delinquent if received more than ten (10) days from the date that they became due. Whenever an Assessment is delinquent, the Board may at its option invoke any one or more options or all of the sanctions granted in this Article or the Act.

**3.12 Collection Charge.** If the Association does not otherwise adopt or establish billing and collection procedures in the Rules, the following shall apply: delinquent accounts shall be charged a twenty-five dollar (\$25) late fee each month until the Lot Owner's account (including all collection charges, costs, and attorney fees) are paid in full. Interest may accrue on all unpaid balances at the rate of eighteen percent (18%) per annum. Collection charges, interest, attorney fees, and/or late fees shall constitute part of the Assessment lien provided above until paid. The Association may by Rule increase the amount of the late fee described above.

**3.13 Collection Action at Law.** The Association may exercise any or all of the following remedies to collect delinquent Assessments:

- 1) The Association may suspend such Lot Owner's voting rights.
- 2) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Lot Owner of the Lot from the date on which the Assessment, fine, or charge is due. This lien shall arise and be perfected as of the date of the recording of this Declaration. At any time, any Assessment or installment thereof is delinquent, the Association, by and through its Board or any Manager, may file a notice of lien in the deed records of Kane County, Utah against the Lot with respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Assessments or

installments, interest, late fees, penalties, fines, attorney fees, and other appropriate costs properly chargeable to a Lot Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time in any manner allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except a lien or encumbrance recorded before the original Declaration was recorded; a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Lot. The Association, through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.

3) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, interest, late fees, charges and any other amounts due and owing under this Declaration against the Lot Owner without foreclosing or waiving the lien described above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made. In bringing an action, the Association shall be entitled to recover from the Lot Owner its reasonable attorney fees and costs.

4) If the delinquent Lot Owner is leasing his Lot or any portion thereof, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the Lot Owner the rent due or becoming due and the payment of such rent to the Board shall discharge such tenant for rent due and shall discharge the Lot Owner for such Assessments to the extent of the amount so paid.

5) Payments shall be credited first to collection costs (including attorney fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

6) The Association shall have any other remedy available to it whether provided in the Governing Documents, the Act, other law, or in equity.

**3.14 Power of Sale.** The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. The Declarant hereby conveys and warrants, pursuant to Utah Code Sections 57-1-20 and 57- 8a-302, to the Association's attorney of record (as trustee), with power of sale, the Lot and all improvements to the Lot, for the purpose of securing payment of assessments, etc., under the terms of the Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.

**3.15 Reserve Account.** The Board shall establish a reserve account to fund long-term maintenance and replacement of Common Areas. The Board shall follow any statutory requirement to conduct a reserve analysis and utilize such reserve analysis in making decisions regarding the funding of a Reserve Account. The Board

shall not be personally liable for failure to fund the reserve unless willful or intentional misconduct is proven in a court of law. Notwithstanding the foregoing, such reserve fund duties and obligations shall not apply to the Association and Board during the Period of Declarant Control.

**3.16 Association Responsibility after Foreclosure.** If the Association takes title to a Lot pursuant to a foreclosure (judicial or non-judicial), it shall not be bound by any of the provisions related to the Lot that are otherwise applicable to any other Lot Owner, including but not limited to obligations to pay assessments, taxes, or insurance, or to maintain the Lot. By taking a security interest in any Lot governed by this Declaration, lenders cannot make any claim against the Association for nonpayment of taxes, Assessments, or other costs and fees associated with any Lot if the Association takes title to a Lot related to a failure to pay Assessments.

#### **4. DUTIES AND POWERS OF THE ASSOCIATION**

**4.1 Organization of Association.** The Association shall serve as the governing body for all Lot Owners. The Association shall make provisions for the maintenance, repair, replacement, administration, and operation of the Common Area and common expenses, and other matters as provided in the Act, this Declaration, and the Bylaws. The Association shall have all rights and powers granted to it under the Act and in this Declaration, the Articles, and the Bylaws. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Lot Owners in accordance with this Declaration, the Articles, and the Bylaws. Except as specifically authorized in this Declaration, the Articles, or the Bylaws, no Lot Owner or group of Lot Owners shall have authority to take any action on behalf of the Owners, the Association, or the Board.

**4.2 Legal Organization.** The Association shall be incorporated as a nonprofit corporation. In the event the nonprofit corporate status expires or is invalidated in any manner, the Board of Directors, in its sole discretion, may renew and/or reincorporate the Association. Any such expiration or invalidation shall not relieve any Lot Owner from paying Assessments and abiding by all restrictions contained in this Declaration or other Governing Documents.

**4.3 Specific Powers and Duties.** The powers and duties of the Association shall include, without limitation, the following:

- 1) **Maintenance and Services.** The Association shall provide maintenance and services for the Property as provided herein and other provisions of this Declaration.
- 2) **Insurance.** The Association shall obtain and maintain in force policies of insurance as provided in this Declaration, the Act, or the Bylaws of the Association. Except as required by the Governing Documents or Utah law, the Association shall have no obligation to obtain or maintain any insurance covering the Lots or other real property or any personal property of any Lot Owner(s), and each Lot Owner shall be responsible for obtaining and maintaining such personal and real property insurance.
- 3) **Rulemaking.** The Association, through its Board of Directors, shall make, establish, promulgate, amend, and repeal Rules governing the conduct of persons and the operation and use of the Property as it may deem necessary or appropriate in order to assure a clean, aesthetically pleasing, peaceful, and orderly use and enjoyment of the Property. Pursuant to Utah Code §57-8a-218(15), the requirements of Utah Code §57-8a-218(1) through (13), except subsection (l)(b)(ii), are hereby modified to not apply to the Association.
- 4) **Assessments.** The Association shall adopt budgets and impose and collect Assessments as provided in this Declaration.
- 5) **Enforcement.** The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of the Governing Documents of the Association.
- 6) **Title to Common Areas.** The Association shall accept and hold title to all Common Areas conveyed to it by Declarant and pay all real property taxes and assessments levied upon any portion of the Common Areas, unless paid by the Lot Owners, provided that the Association shall have the right to contest or compromise any such taxes or assessments.
- 7) **Employment of Agents, Advisers, and Contractors.** The Association may employ the services of any person

or corporation as managers, hire employees to manage, conduct, and perform the business, obligations, and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, community association managers, landscape architects, accountants, recreational experts, architects, planners, lawyers, reserve study specialists, or what is convenient for the management, maintenance, and operation of the Property. Any agreement with a Manager shall not exceed a term of two (2) years, renewable by agreement of the parties for a successive two (2) year term and shall be terminable by the Association upon no more than sixty (60) days' advanced notice.

8) **Litigation.** The Board may instigate litigation to enforce the provisions of this Declaration or any other common law or statutory right which the Association is granted, except as otherwise provided herein.

4.4 **Liability.** A member of the Board or an officer of the Association shall not be liable to the Association or any Lot Owner thereof for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for intentional or willful bad acts. In the event any Board member or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law, except where the Board member or officer is found by a court of law to have acted willfully or intentionally in carrying out his/her duties.

4.5 **Board of Directors.** The governing body of the Association shall be the Board of Directors. Except where a matter or vote is specifically reserved to the Lot Owners, the Board shall act in all instances on behalf of the Association. Board Members shall be elected pursuant to the provisions set forth in the Bylaws which may set forth requirements for serving on the Board. Notwithstanding the foregoing, during the Period of Declarant Control, the Declarant shall have the sole authority to appoint Board Members and such Board Members shall not be bound by any qualifications or requirements in the Bylaws, except as required by law.

## 5 MAINTENANCE

5.1 **Association Maintenance.** The Association shall maintain, repair, and replace all Common Areas together with all improvements thereon.

5.2 **Lot Maintenance.** Lot Owners shall keep their Lots free from trash, rubbish, garbage or other waste, and the Property shall at all times be kept by the various Lot Owners in a sightly and attractive manner. Lot Owners shall maintain, repair, and replace all improvements on their Lot.

## 6 USE AND OCCUPANCY.

6.1 **Quiet Enjoyment.** No noxious or offensive activity shall be conducted or allowed to occur in or upon any part of the Property nor shall anything be done or placed in or upon the Property which is or may become a nuisance.

6.2 **Parking.** No automobiles, trailers, boats or other vehicles may be parked, kept or stored on the Lots unless they are in running condition and properly licensed. Vehicles stored on Lots must be parked in areas created for vehicle parking such as a garage, or driveway. Areas created for vehicle storage shall be sensitively located so as not to detract from the character of the Property. The Association may adopt rules with regard to parking on streets within the Property.

6.3 **Sanitation.** All waste shall be kept at all times in appropriate sanitary containers. The garbage containers shall at all times be stored out of prominent view.

6.4 **Guests.** The Lot Owners of Lots shall be fully responsible for the activities and actions of their guests, invitees, tenants, or visitors, and shall take all actions necessary or required to ensure that all such persons fully comply with the provisions of this Declaration.

6.5 **Businesses.** In home businesses or professions may be allowed if conducted in a manner that evidence of such incidental use is not visible or violate provisions of this Declaration.

6.6 **Nightly rental.** Nightly rentals are allowed.

## 7. BUILDING RESTRICTIONS

7.1 **Setbacks.** No building shall be located on any Lot nearer than 25 feet to the front Lot line, or nearer than 20

feet to the side yard line. No building shall be located nearer than 20 feet to the rear Lot line.

- 7.2 **Dwelling Size.** No single family home constructed within the Property shall be less than sixteen hundred (1600) square feet in size on the main level for a single level home or a one story above grade with a basement; or fifteen hundred (1500) square feet in size on the main level and at least eight hundred (800) square feet on the second level. Note that the square footage calculations shall not include any garage or basement areas.
- 7.3 **Building Materials.** All construction within the Property shall be with new materials only, except that which may be used when properly reconditioned as may be accepted by the appropriate agency of Kane County. The colors of materials and painted surfaces shall be natural tones chosen to blend well with the area. No fluorescent, bright, or tropical colors shall be permitted. All exterior colors shall be approved by the architectural review board. Homes must be site-built and shall not be prefabricated either in whole or in part with the exception of roof trusses. Manufactured homes or mobile homes shall not be permitted. Mass Timber or Kit of Parts structures will be allowed with architectural board approval.
- 7.4 **Exterior Lighting.** In order to maximize views of the night sky, Lot Owners shall construct and maintain exterior lighting to minimize on-site light glare. Exterior lights shall not be installed where its direct source is visible from neighboring Lots. Lighting shall not emit into neighbors Lot. All lighting must be directed downward and shielded.
- 7.5 **Antenna and Satellite Equipment.** All satellite dishes and antennas shall be constructed and installed in such a manner so as to minimize visibility and to maintain aesthetic consistency with existing structures.
- 7.6 **Lot Sizes.** Lot sizes as described on the recorded plat of the Property are considered minimum lot sizes and no person shall further subdivide any Lot other than as shown on the recorded plat of said Property.
- 7.7 **Driveways.** The driveway on all lots shall be constructed out of cement, pavers, asphalt, brick, cinder or gravel.
- 7.8 **Damage.** Any damage inflicted on existing improvements within the Property such as curbs, streets, gutters, etc. by the Lot Owner, must be repaired and the expense borne by the Lot Owner. This also includes any damage to landscaping and needed clean up. Lot Owner are responsible for returning said areas to their pre-existing condition.
- 7.9 **Dwelling Construction and Wall and Fence Restrictions.** In order to promote a harmonious community development and protect the character of the Property, the following guidelines are applicable to the Property.
- 7.9.1 No prefabricated or manufactured homes are permitted. With the exception of prefabricated trusses and wall components, all homes must be fully built on-site. Mass Timber or Kit of Parts structures will be allowed with architectural board approval.
- 7.9.2 All storage, utility, and accessory buildings must be designed and built so as to be of the same materials and appearance of the residence unless located behind primary residence. All air conditioning equipment and utility pipes, etc., shall be placed as discretely as possible and covered with landscaping or permitted screening materials. Roof mounted air conditioning equipment will not be permitted unless located in such a manner to hide it from street view.
- 7.9.3 Dome structures of any type are not allowed.
- 7.9.4 Walls, fences, and accessory buildings shall be of quality workmanship. The colors and materials must blend with the exterior of the structure on the Lot. Chain link or wire fences may be used for the maintenance of animals only.
- 7.9.5 **Diligence in Building.** Upon initiation of site excavation for the erection of any residence or other structure, work thereon must be prosecuted diligently and any such building or structure must be completed within 24 months from the date excavation commences. All Lot Owners shall properly maintain their Lots during the construction period so as to ensure that no "spoils" from construction or other debris is placed on any adjoining Lot or any public right-of- way.
- 7.9.6 **Drainage.** Due to the natural contours of the land, certain natural drainage patterns exist within the Property that may cause storm water runoff to flow from one Lot to the next. To insure that established drainage patterns remain relatively constant, no Lot Owner may alter or divert ground water runoff.
- 7.10 **Roof Specifications.** No dome, mansard, geodesic or earthen roof designed homes shall be allowed to

be built.

7.11 **Review Board.** To ensure compliance with the building restrictions and building guidelines set forth in this Declaration, the Board may appoint an architectural review board. If appointed, the architectural review board shall serve for a period of two years or until replaced by the Board.

**8. ENFORCEMENT.** The restrictions set forth in this document shall operate as covenants running with the land for the benefit of the Association and any and all persons who now may own, or who may hereafter own, property in the Willow Reserve Estates, and the Association and such persons are specifically given the right to enforce these restrictions through any proceeding, at law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damages suffered by them from any violation thereof. In the event any enforcement action is necessary, the Association, person or persons seeking enforcement shall be entitled to enjoin the violation of these covenants, and to recover any and all damages of any kind suffered by them because of the violation. In addition, the prevailing party in any action to enforce these restrictive covenants shall be entitled to recover from the other all costs, reasonable attorney's fees and expenses incurred in the enforcement action.

## **9. SPECIAL DECLARANT RIGHTS**

9.1 **Improvements.** Declarant hereby reserves the right, without obligation, to construct any improvements shown on the plat along with any other buildings, structures, or improvements that Declarant desires to construct on the Property, or any other real estate owned by Declarant.

9.2 **Declarant Rights.** Special Declarant Rights are those rights reserved for the benefit of the Declarant in this Declaration and the Governing Documents and shall include, and regardless of anything in the Declaration to the contrary, the following rights which shall remain in effect during the Period of Declarant Control and for the maximum period allowed by law:

9.2.1 the right to maintain sales offices, model homes, and signs advertising the Property or any residence/Lot at any location in the Project;

9.2.2 the right to use easements through the Common Areas;

9.2.3 the exclusive right to appoint or remove members of the Board during the Period of Declarant Control;

9.2.4 unless expressly and specifically bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents;

9.2.5 the right to make and adopt Association Rules without being subject to the requirements of Utah Code §57-8a-217; and

9.2.6 the right to exert any right allowed to the Board or the Association pursuant to the Act and this Declaration.

9.3 **Transfer of Special Declarant Rights.** The Declarant may transfer, convey, or assign its rights created or reserved under this Declaration to any Person.

## **10. MISCELLANEOUS COVENANTS**

10.1 **Amendments.** During the Period of Declarant Control, the Declaration may be amended solely by the Declarant without any additional approval required. In addition, during the Period of Declarant Control no other amendment shall be valid or enforceable without the Declarant's prior written consent. The Declaration may be amended by upon the affirmative vote of at least sixty-seven percent (67%) of the voting interests of the Association.

10.2 **Construction.** The provisions of these Restrictive Covenants shall be liberally construed to achieve

the goal and intent of the provisions hereof.

**11. MISCELLANEOUS PROVISIONS**

**11.1 Severability.** Invalidation of any of these covenants or restriction by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**11.2 Duration.** The covenants and restrictions of this Declaration shall run with and bind the property subject hereto for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years).

**11.3 Duty to Repair Structure.** In the event a structure on a Lot is damaged, through an act of God or other casualty, the Owner of the Lot shall promptly cause the structure to be repaired or rebuilt.

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Kanab 600 LLC

Signed

\_\_\_\_\_  
By:  
Its:

Notary

STATE OF UTAH

County of Kane

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 and/or authorized representative 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.

My Commission Expires: \_\_\_\_\_

EXHIBIT A

Legal Description to be added here

## **EXHIBIT B**

### **BYLAWS OF WILLOW RESERVE ESTATES HOMEOWNERS ASSOCIATION**

These BYLAWS OF WILLOW RESERVE ESTATES HOMEOWNERS ASSOCIATION, ("Association") are effective upon recording in the Kane County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act (referred collectively herein as the "Acts").

#### **RECITALS**

- A. The Association is organized for any and all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Declaration and Articles of Incorporation.**
- B. These Bylaws are adopted in order to complement the Declaration, to further define the rights of the Association and the Lot Owners, to provide for the ability to effectively govern and operate the Association and the Property known as the Willow Reserve Estates and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.**

#### **ARTICLE 1 DEFINITIONS**

**1.1 Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Declaration of Covenants, Conditions and Restrictions of Willow Reserve Estates.**

#### **ARTICLE II APPLICATION**

**2.1 All present and future Lot Owners, Mortgagees, Occupants, and their invitees and guests, and any other persons who may use the facilities of the Property in any manner are subject to these Bylaws, the Declaration, and Rules. The mere acquisition or rental of any of the Lot/residences or the mere act of occupancy or use of any said Lot/residences or the Common Areas will signify that these Bylaws, the Declaration, and the Rules are accepted, ratified, and will be complied with by said persons.**

#### **ARTICLE III OWNERS**

**3.1 Annual Meetings. The Annual Meeting of the Lot Owners shall be held each year on a day and time established by the Board of Directors. The purposes of the Annual Meeting may include the election of Board Members, the distribution of financial reports and budget, a review of any revisions to the Rules, distributing the most recent reserve study, and to transact such other business as may come before the meeting. If the election of Board Members cannot be held during the Annual Meeting, or at any adjournment thereof, the Board shall cause the election to be held either at a Special Meeting of the Lot Owners to be convened as soon thereafter as may be convenient or at the next Annual Meeting. The Board may from time to time by resolution change the month, date, and time for the Annual Meeting. Annual Meetings shall not be required during the Period of Declarants Control, but the Declarant may hold Annual Meetings at its discretion.**

**3.2 Special Meetings. Special Meetings of the Lot Owners may be called by a majority of the Board, the Declarant, the President, or upon the written request of Lot Owners holding not less than forty percent (40%) of the voting interests of the Association. Any written request for a Special Meeting presented by the Lot Owners shall be delivered to the President and shall include the original signature of each Lot Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a Special Meeting within 45 days of receipt of the Lot Owner request. During the Period of Declarant Control, Special Meetings may only be called by the Declarant.**

**3.3 Place of Meetings. The Board may designate any place in Kane County that is reasonably convenient for**

the Lot Owners as the place of meeting for any Annual or Special Meeting. If no designation is made, or if a Special Meeting is otherwise called, the place of the meeting shall be held at the office of the Association.

**3.4 Notice of Meetings.** The Board shall cause written or printed notice of the date, time, and place (and in the case of a Special Meeting, the purpose or purposes) for all Lot Owner meetings. Such written or printed notice shall be delivered to each Lot Owner of record entitled to vote at such meeting not more than sixty (60) nor less than fifteen (15) days prior to the meeting. Such notice may be sent via email, text, hand-delivery, or regular mail. If sent by email or text, such notice shall be deemed delivered and effective on the date transmitted to the Lot Owner's email address or telephone number registered with the Association. If mailed, such notice shall be deemed to be delivered and effective on the date deposited in the U.S. mail if addressed to the Lot Owner's address registered with the Association. Each Lot Owner shall register with the Association such Lot Owner's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered email, phone number, and mailing address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Lot Owner's Lot/residence shall be deemed to be the Owner's registered address and notice to the Lot/residence address may be made by first class mail or by posting the meeting notice on the front door. A Lot Owner may opt out of receiving notices from the Association via email or text by giving written notice to the Board stating that the Lot Owner will not accept notices by way of email or text.

**3.5 Qualified Voters.** A Lot Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she has fully paid his or her Assessment account (together with interest or other fees) at least 48 hours prior to the commencement of the meeting.

**3.6 Record Date for Notice Purposes.** The Board may designate a record date, which shall not be more than sixty (60) nor less than fifteen (15) days prior to the meeting, for the purpose of determining Lot Owners entitled to notice of any meeting of the Lot Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Lot Owners entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Lot Owner(s) of record of Lots within the Property shall be deemed to be the Lot Owners of record entitled to notice of the Lot Owner meeting.

**3.7 Quorum.** At any Lot Owner meeting, the presence of Lot Owners and holders of proxies entitled to cast more than thirty-three percent (33%) of the voting interests of the Association shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at any meeting, the Board shall have power to adjourn the meeting and reschedule for a time not earlier than twenty-four (24) hours, nor later than thirty (30) days after the set time for the original meeting. Notice of such rescheduled meeting shall not be required except an oral announcement at the meeting to be rescheduled. No other type of notice shall be required for the rescheduled meeting. At such rescheduled meeting, the number of Lot Owners present, either in-person or by proxy, shall constitute a quorum for the transaction of business at the rescheduled meeting.

**3.8 Proxies.** At each Lot Owner meeting, each Lot Owner entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Lot Owner or by the Lot Owner's attorney. A proxy may be written on paper or received via email, facsimile, text, or any other electronic or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by anyone (1) Lot Owner of such Lot or the Lot Owner's attorney when duly authorized in writing. A proxy given by a Lot Owner to any person who represents the Lot Owner at meetings of the Association shall be in writing, dated, and signed by such Lot Owner. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as secretary of the meeting) before the meeting is called to order. The Secretary shall record all proxies in the meeting minutes.

**3.9 Votes.** With respect to each matter submitted to a Lot Owner vote, each Lot Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such Lot Owner, as shown in the Declaration.

The affirmative vote of a majority of the votes entitled to be cast by the Lot Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by Lot Owners, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, or the Declaration. When a Lot is jointly owned, any Lot Owner may exercise the vote for such Lot on behalf of all Co-Owners of the Lot. In the event of two (2) conflicting votes by Co- Owners of a Lot, no vote shall be counted for that Lot. In no event shall fractional or cumulative votes be exercised with respect to any Lot.

**3.10 Waiver of irregularities.** All inaccuracies and irregularities in calls or notices of meetings and in the manner of

voting, in the form of proxies and the method of ascertaining Lot Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Board. The presence of a Lot Owner in person at any meeting of the Lot Owners shall be deemed a waiver on any notice requirements.

**3.11 Action Taken Without a Meeting.** Lot Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Lot Owners in accordance with the requirements of Utah Code §16-6a-707 or § 16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at a Lot Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

#### **ARTICLE IV BOARD OF DIRECTORS**

**4.1 General Powers.** The Project and the affairs and business of the Association shall be managed by the Board of Directors. The Board may exercise business judgment and all of the powers of the Association, whether derived from the Declaration, these Bylaws, the Articles, or the Acts except such powers that the Declaration, these Bylaws, the Articles, and the Acts vest solely in the Lot Owners.

**4.2 Specific Powers.** The Board may enter (i) lease agreements, including accepting lease assignments, and (ii) purchase contracts that touch or concern the Property.

**4.3 Number and Qualifications.** The Property, business, and affairs of the Association shall be governed and managed by a Board of Directors composed of three (3) persons. Board Members must be at least 18 years old and must be a Lot Owner or the spouse of a Lot Owner of a Lot in the Project. If a Lot Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manager, agent, trustee, or beneficiary of such Lot Owner may be a Board Member. During the Period of Declarant Control, the number and qualification requirements of these Bylaws shall not apply and the Board may consist of as few as one (1) person appointed by the Declarant.

**4.4 Election.** During the Period of Declarant Control, Board Members shall be appointed by Declarant. Following the Period of Declarant Control, the election of Board Members shall be made by the Lot Owners. At such election, the Lot Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**4.5 Term of Office.** During the Period of Declarant Control, Board Member terms shall be determined exclusively by Declarant. Following the Period of Declarant Control, the Lot Owners shall elect two (2) Board Members for two (2) year terms and one (1) Board Member for a one (1) year term, and at each Annual Meeting thereafter, the Lot Owners shall elect the number of Board Members whose terms are to expire for a term of two (2) years each.

**4.6 Regular Meetings.** The Board shall hold meetings at least quarterly or more often at the discretion of the Board. During the Period of Declarant Control, Board Meetings shall be held at the discretion of the Declarant so long as at least one Board Meeting is held each year, and a Board Meeting is held each time the Association increases a fee or raises an Assessment.

**4.7 Special Meetings.** Special meetings of the Board may be called by the President or a majority of Board Members on at least two (2) business days' prior notice to each Board Member. The person or persons authorized to call special meetings of the Board may fix any place, within Kane County, as the place for holding the meeting and shall provide a conference call-in number for Board Members not able to attend in person. Notice shall be given personally, by email, or by telephone, including text message. By unanimous consent of the Board, special meetings may be held without call or notice to the Board Members.

**4.8 Quorum and Manner of Action.** A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided shall be the act of the Board. The Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

**4.9 Open Meetings.** Except as provided below in (a) through (f), following the Period of Declarant Control, Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

- a. Consult with legal counsel of the Association to obtain legal advice and discuss legal matters;
- b. Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;

- c. Discuss a labor or personnel matter;
- d. Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;
- e. Discuss a matter involving a person, if the Board determines that public knowledge of the matter would violate the person's privacy; or
- f. Discuss a delinquent assessment.

During the Period of Declarant Control, Board meetings may be closed to Lot Owners, unless the Board, in its sole discretion and without obligation, determines to open the meeting (or a portion thereof) to the Lot Owners.

**4.10 Board Meeting Location.** The Board may designate any place in Kane County as the place of meeting for any regular or special Board meeting. The Board may allow attendance and participation at any Board meeting by telephone or any other electronic means that allows for Board Members to communicate orally in real time. Following the Period of Declarant Control, if a Board meeting is held by telephone, the Association shall provide the call-in information such that Lot Owners may call-in to access the meeting.

**4.11 Board Action.** Notwithstanding noncompliance with any provision within Section 4.9, Board action is binding and valid unless set aside by a court of law. A person challenging the validity of a Board action for failure to comply with this Article may not bring the challenge more than sixty (60) days after the Board has approved the minutes recording the Board action.

**4.12 Compensation.** No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member, provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Property in any other capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Board Members.

**4.13 Resignation and Removal.** A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Board Member who is appointed by the Declarant may only be removed by the Declarant. The Declarant may remove a Board Member it appoints at any time. A Board Member elected by the Lot Owners after the Period of Declarant Control may be removed at anytime, with or without cause, at a Special Meeting of the Lot Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the entire voting interests of the Association.

**4.14 Vacancies and Newly Created Board Memberships.** If vacancies shall occur in the Board for any reason during the Period of Declarant Control, the Declarant shall appoint a Board Member to fill the vacancy. Following the Period of Declarant Control, if vacancies shall occur in the Board for any reason (including death, resignation, or disqualification) except removal by the Lot Owners, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board occurring by reason of removal of a Board Member by the Lot Owners may be filled by election of the Lot Owners at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.

**4.15 Action Without a Meeting.** Board Members have the right to take any action in the absence of a meeting which they could take at a meeting subject to the requirements of Utah Code §16-6a-813 and any other applicable sections of the Acts. Any action so approved shall have the same effect as though taken at a meeting of the Board.

**4.16 Waiver of Notice.** Before or at any meeting of the Board, any Board Member or Lot Owner may waive notice of such meeting and such waiver shall be deemed the equivalent of proper notice. Attendance by a Board Member or Lot Owner at any meeting thereof shall be a waiver of notice by that Board Member or Lot Owner of the time, place, and purpose thereof.

**4.17 Adjournment.** The Board may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

**4.18 Meeting.** For purposes of this Article, a Board meeting does not include a gathering of Board Members at which the Board does not conduct and vote on Association business.

## ARTICLE V OFFICERS

5.1 **Officers.** The officers of the Association shall be a President, Vice President, Secretary, Treasurer, and/or such other officers as may from time to time be appointed by the Board.

5.2 **Election, Tenure, and Qualifications.** The officers of the Association shall be elected by the Board of Directors at the first Board meeting following each Annual Meeting of the Lot Owners. Each such officer shall hold such office until the next ensuing meeting of the Board following the Annual Meeting of the Lot Owners and until a successor has been elected and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office.

5.3 **Subordinate Officers.** The Board may appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

5.4 **Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to any member of the Board or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board Members at anytime, with or without cause.

5.5 **Vacancies and Newly Created Offices.** If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by majority vote of the Board at any regular or special Board meeting.

5.6 **President.** The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Directors and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Lot Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board.

5.7 **Vice President.** The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board or Lot Owners. The Vice President shall perform such other duties as required by the Board.

5.8 **Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board may require such person to keep. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.

5.9 **Treasurer.** The Treasurer shall have the custody and control of the funds and financial accounts of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Lot Owners and at any meeting of the Board. The Treasurer shall perform such other duties as required by the Board.

5.10 **Compensation.** No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

## ARTICLE VI COMMITTEES

6.1 **Designation of Committees.** The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No member of such committee shall receive compensation for services rendered to the Association as a member of the committee; provided, however, that the committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The Board may terminate any committee at anytime.

6.2 **Proceeding of Committees.** Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

6.3 **Quorum and Manner of Acting.** At each meeting of any committee designated hereunder by the Board, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event fewer than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the

members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may exercise the authority granted by the Board.

**6.4 Resignation and Removal.** Any member of any committee designated hereunder by the Board may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at anytime, with or without cause, remove any member of any committee designated by it thereunder.

**6.5 Vacancies.** If any vacancy shall occur in any committee designated by the Board due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

#### ARTICLE VII INDEMNIFICATION

**7.1 Indemnification.** In addition to the indemnification provisions and requirements set forth in the Declaration, no Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Board Member, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Board Member, officer, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

**7.2 Other Indemnification.** The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under the Acts or under any agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Board Members, officers, and committee members be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

**7.3 Insurance.** The Board, in its discretion, may direct that the Association purchase and maintain Directors and Officers insurance on behalf of any person who is or was a Board Member, officer, committee member, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article.

**7.4 Settlement by Association.** The right of any person to be indemnified shall be subject always to the right of the Association through the Board, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

#### ARTICLE VIII RULES AND REGULATIONS

**8.1 Rules.** The Board shall have the authority to adopt and establish by resolution such Association Rules as it may deem necessary for the maintenance, operation, management, and control of the Property. The Board may from time

to time, by resolution, alter, amend, and repeal such Rules and use their best efforts to see that they are strictly observed by all Lot Owners and residents. Lot Owners are responsible to ensure that their Occupants and guests strictly observe the Rules then in effect as well as the covenants and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines. Copies of all Rules adopted by the Board shall be sent to all Lot Owners at least ten (10) days prior to the effective date thereof.

**ARTICLE IX AMENDMENTS**

9.1 Amendments by Declarant. During the Period of Declarant Control, the Declarant acting alone may amend, alter, or repeal and adopt new Bylaws for any reason, without Lot Owner approval. No other amendment shall be valid or enforceable during the Period of Declarant Control unless the Declarant has given written consent to such amendment. Any amendment during the Period of Declarant Control shall be executed by Declarant on behalf of the Association and shall become effective upon recordation in the office of the Kane County Recorder.

9.2 Amendments by Association. After termination of the Period of Declarant Control, amendments to the Bylaws shall be proposed by either a majority of Board Members or by Lot Owners holding at least forty percent (40%) of the voting interests of the Association. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon or included as part of the written ballot in lieu of such meeting. Except as otherwise provided herein, the Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Lot Owners upon the affirmative vote of more than fifty percent (50%) of the voting interest of the Association. Any amendment(s) shall be effective upon recordation in the office of the Kane County Recorder. In such instrument the President shall execute the amendment and certify that the vote required by this Section has occurred. If a Lot is owned by more than one Lot Owner, the vote of any one Lot Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No acknowledgment of any Lot Owner signature shall be required. No amendment shall in any way restrict, limit, or impair any Declarant or its rights without the express written consent of the Declarant.

**ARTICLE X MISCELLANEOUS PROVISIONS**

10.1 Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.2 Invalidity. Number. Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

10.3 Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

IN WITNESS OF, the undersigned, being the Declarant herein, has hereunto set his hand and seal  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

DECLARANT:

Kanab 600 LLC

By:

---

Its:

STATE OF UTAH )  
 )  
COUNTY OF KANE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ whose identity is personally known to me 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 and/or authorized representative of Kanab 600 LLC (the "Company"), and that the foregoing document was signed by him on behalf of that Company by proper authority and he acknowledged before me that the Company executed the document and the document was the act of the Company for its stated purpose.

EXHIBIT A

As Surveyed description:

Legal Description to be added here.



# MINUTES

Kane County Planning Commission  
& Land Use Authority Meeting  
Kane County Commission Chambers  
76 N. Main Street, Kanab, UT  
April 10, 2024

ACTING CHAIRMAN: Gwen Brown

MEMBERS PRESENT: Doug Heaton, Byard Kershaw, Gwen Brown, Mason Haycock

MEMBERS ABSENT: John Reese, Jeremy Chamberlain, Matt Cox

EX-OFFICIO MEMBER: Commissioner Wade Heaton

STAFF PRESENT Shannon McBride, Land Use Administrator; Wendy Allan, Assistant P&Z Administrator; Rob Van Dyke, Attorney

6:00 PM Meeting called to order Gwen Brown  
Invocation Doug Heaton  
Pledge of Allegiance Byard Kershaw

## GENERAL BUSINESS

### 1. Update on Commission Decisions

Commissioner Wade Heaton reported that the commission approved the lot joinder and amended plats. The zone change request from AG-FAA to RU-10, located east of Tod's Junction, was denied. The Maxwell zone change to RU-10, in the mouth of Johnson Canyon, was approved. The ordinance regarding the hard surface roads in subdivisions was tabled. The commission does not feel that the current ordinance should be applied county wide and they are looking at mechanisms to have it apply to specific areas.

### 2. Approval of minutes March 13, 2024

**MOTION:** Byard Kershaw made a motion to **approve** the March 13, 2024 minutes. Doug Heaton seconded the motion.

**VOTE:** The **motion passed** unanimously.

### 3. Public Meeting – Subdivision: Kanab 600 LLC

An application for the Willow Reserve Estates Phase I 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.

Tracy Stratton, with Philo Development, presented the project. They are planning a total of 419 lots on approximately 600 acres. This application is for 20 lots in Phase I, located in the northwest corner of the property along Mountain View Drive. They are not asking for any exceptions to their current R-1 zoning.

Gwen Brown had some concerns with the development agreement. She questioned why they keep referencing PIDs (Public Infrastructure Districts) in the development agreement. She reminded them that the PID had been denied and feels that any reference to a PID should be removed. Tracy indicated that they are agreeable to removing all PID language from the development agreement prior to the approval of final plat. Brennan Reese, Ensign Engineering, pointed out that the current PID language provides an option for an HOA or similar organization to "be responsible for, or have jurisdiction over, the preservation, maintenance, and ownership of open space/common areas" in the development agreement. Gwen reiterated that the PID language should be completely removed since the PID has been denied by the County Commission. Tracy again said that they are okay with removing the PID language.

Gwen asked about the lots that are less than one acre. Tracy stressed that they will adjust the lot lines to assure all lots will be a minimum of one acre.

Gwen went on record expressing opposition to Recital H, which states "... (ii) has concluded that the terms and conditions set forth herein serve a public purpose and promote the health." She also wanted it on the record that she disagrees with the statement in 5C about a "compelling, countervailing public interest, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of the County."

Gwen noted that they mention an equestrian center in the development agreement and that use is not allowed in R-1 zoning. Terry indicated that was an oversight and they will remove the Equestrian Center from the development agreement.

Gwen asked if they will have a sewer system or individual septic tanks. Terry explained that they would like to reclaim some of the sewer water. In phase I they want to put in dry sewer lines so that if a municipal sewer system, owned and operated by the Water Conservancy or an HOA, were put in place they would be ready to hook up. They are not opposed to removing those lines from the plans and going strictly with septic tanks. They have a soils report showing the percolation of all lots.

Attorney Rob Van Dyke asked about their request for 15 animals per lot, subsequent phases, the vesting of all current county ordinances for all 15 phases, and authorizing filing a preliminary plat for a subsequent phase as soon as the final plat for the previous phase is approved.

Terry stressed that they are trying to make a community with long lasting viability. If they vest if the current county code today they will be frozen in time. They do have the option of amending the development agreement at a later date. He stated that the market will judge the build out time but estimated a time frame of 10 to 25 years.

Byard asked if the lot size in a subdivision is required to be one acre or greater. Kane County Engineer, Tom Avant, talked about the rule of aliquot parts, explaining that typically you round to two significant digits, which in this case would show 1.00 acres with the rounding. Terry stressed that they will adjust the lots sizes to 43,560 square feet or more to avoid any size issue.

Tom reported that he issued a review a week ago and just got a response back late yesterday and he has not had time to do a full review of that response. He is concerned about some items in the drainage report. He noted that they excluded the comments on the development agreement in their response. Tom brought attention to item 3B4 in the development agreement which allows for them to get a third party engineer for review. He also noted that the application was signed by Greg Whitehead but he is not an officer of Kanab 600 LLC. He can sign as a manager of Philo Ventures who is the manager of Kanab 600 LLC. He recommended we have new applications that are signed properly. Tom stressed that he still needs to do a complete review before recommending approval. He said it is up to the P&Z to decide if they want to send it to the county commission with conditional approval or wait until they have a final review before forwarding it on. Byard preferred to have things correct before sending it to the commission. Gwen agreed.

Rob stressed that because the Planning Commission (P&Z) is a recommending body they should only be addressing exceptions to the ordinance in the development agreement. He clarified that the final draft of the development agreement is made after the Commissioners have approved the requested ordinance exceptions. Terry clarified that they are requesting conditional approval.

Gwen stated that the requested number of pets needs to meet ordinance requirements. Terry is agreeable to that request.

Rob suggested the Planning Commission focus on the requests for a third party engineer review, submitting the preliminary plat for a subsequent phase as soon as a final plat is approved, and vesting of the current ordinances for all phases of the project.

Brennan asked about the submittal process and the checklist for the preliminary plat application. He feels that they have checked all of the boxes on the checklist and now they need to work out the details of each of the items. He feels that many of the details could be worked out as they are moving towards final plat. He stressed that they have checked all the boxes on the application and stated that a preliminary submittal is not a perfect plan. They will continue to make changes and work through things as it moves through the process, having everything "nailed down" on the final plat.

Shannon explained that the new state code is requiring the subdivision process to change to make it less restrictive; not requiring them to go to the commissioners for approval. If the project is

vested in the current ordinance they will be required to go through the current subdivision process for all subsequent phases. She advised the applicant that it would be in their best interest to NOT vest in the current ordinance. Tom asked the P&Z to consider that if they vest the project in the current ordinance any subsequent changes to the R-1 zone, including uses, would not apply to any of the lots in this project.

Tom reiterated that the applicant has submitted what is on the list but those items are still in the review process and he cannot recommend approval until the items on the checklist are correct and have been finalized.

Gwen clarified that the items that need discussion are the request for a 3<sup>rd</sup> party engineer, vesting in the project in the current ordinance, and continuing the next phase before the previous phase is completed.

Brennan read section 3B(iv), "In the event the Parties cannot agree on a competent engineer, then the two proposed competent engineers shall pick a 3<sup>rd</sup> engineer, which 3<sup>rd</sup> engineer shall then resolve the dispute. The Parties agree that this dispute resolution process shall take not more than ninety (90) days," explaining that this would only come into place if they have a dispute with the county engineer in the which a 3<sup>rd</sup> party outside source could come in and review the dispute and make a decision within 90 days. It was clarified that the project engineer and county engineer would agree upon a 3<sup>rd</sup> party engineer independent of the current project.

Gwen again stated that she feels it would be best to have all corrections made before sending it to the County Commission. Mason asked Shannon about her recommendation in the staff report to postpone the project to the next meeting once all documents have been submitted and revised. Shannon advised the Planning Commission that it is up to them to decide if they want to recommend conditional approval or postpone the project.

Rob stressed that the P&Z needs to be clear as to what they are approving and recommending. Shannon reiterated that if it is approved conditionally she will not forward it to the commission until everything has been approved by the county engineer. She reminded the P&Z that the development agreement is not binding until it is approved by the commissioners.

Doug expressed the opinion that the 3<sup>rd</sup> party engineer clauses is a protection to the developer so that someone with an agenda cannot hold the project up. Mason further expressed that if there is a substantive problem the 3<sup>rd</sup> party engineer would most likely come to the same conclusion as the county engineer. Gwen reiterated that it would be cleaner to have the corrections completed prior to sending it forward to the commission.

Gwen asked for a discussion on vesting the project in the current ordinance. Terry stressed that they are wanting to invest in the current ordinance.

Gwen asked for comment regarding the over lapping of phases. Doug asked if there was a limit to how many phases could be overlapped. Rob clarified that the developer is requesting to submit an application for a subsequent phase upon approval of the current final plat. Byard asked if the

developer will be building the homes. Terry stated that is yet to be determined. Tom noted that the overlapping of phases is common and as long as the developer is bonding there is no risk to the county.

Mason expressed concern about the 3<sup>rd</sup> party engineer. He cannot conceive a situation in which a 3<sup>rd</sup> party engineer would be necessary. Tom noted that, as long as the developer has bonded for the project, a 3<sup>rd</sup> party engineer would not pose a risk to the county. Rob stressed that the county already has a process in place for appeals.

**MOTION:** Doug Heaton made a motion to recommend approval to the Kane County Commissioners, the Willow Reserves Estates Subdivision preliminary plat with the DRAFT development agreement, based on the findings documented in the staff report with the conditions that we deny the 3<sup>rd</sup> party engineer clause, that the developer is allowed to invest the entire project with current ordinance and to layer the application process. Mason Haycock seconded the motion.

**FRIENDLY AMENDMENT:** Doug Heaton amended his motion to include that the developer will remove the items they agreed to in our discussion tonight. Mason Haycock seconded the motion.

**VOTE:** The vote was unanimous to recommend approval of the motion, including the friendly amendment.

**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.

#### **4. Public Meeting – 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.**

Brent Carter, New Horizon Engineering, explained that his client would like to divide their property into 2 lots. Each lot is over 1 acre. Meadow Ranch Drive is the easement that will service the lots. As part of this subdivision they will dedicate their portion of Meadow Ranch Drive to the county. They will add a fire hydrant, second water meter and power to the new lot.

Shannon stated that both she and the county engineer recommend approval.

**MOTION:** Mason haycock made a motion to recommend approval to the Kane County Commissioners, the preliminary plat for the two lot Koti Subdivision, on behalf of Jared Plewe. Byard Kershaw seconded the motion.

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

**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.

**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 Doug Heaton.

**VOTE:** The motion passed unanimously.

#### **5. Public Hearing – 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 foot utility easements. Submitted by Brent Carter, New Horizon Engineering, holding power of attorney.**

Brent Carter, New Horizon Engineering, explained that his client would like to join 4 lots together and eliminate the easements between the lots.

Shannon stated that Garkane has started charging for their termination agreements and South Central will not give a termination agreement because they do not service the area. Shannon explained that there is a statement on the plat as to why they are vacating easements without the termination letters.

Acting Chairperson, Gwen Brown, called the commission into public hearing.

(No Comments)

Acting Chair Brown called the commission out of public hearing.

**MOTION:** Mason Haycock made a motion to recommend approval to the Kane County Commissioners amending a subdivision plat for a lot joinder, and vacating (9) 7.5' 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. Byard Kershaw seconded the motion.

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

**6. Public Hearing – Ordinance 2024-11: KCLUO Chapter 1 & 21  
An ordinance revising Kane County Land Use Ordinance Chapters 1 & 1 to become compliant with Utah Code 12-27a-604.1.**

Commissioner Wade Heaton explained that in the 2023 legislative session there was a bill passed that requires counties to designate an Administrative Land Use Authority. He suggested that could be the Land Use Authority (Shannon) or the Planning Commission. It cannot be a legislative body (County Commission). The Administrative Land Use Authority will review all administrative applications and apply county ordinance. Commissioner Heaton stressed that the Planning Commission and County Commission will be responsible for setting the ordinance that the Administrative Land Use Authority will apply.

Rob added that this new state law is intended to take the administrative decisions out of the politicians' hands. Rob explained that our subdivision ordinance has been purely administrative, meaning that if it complies with ordinance the property owner can subdivide the land. Rob informed the P&Z that the Administrative Land Use Authority could be the Planning Commission, the Land Use Administrator, the County Engineer, or some newly formed board. He stressed that it cannot be the County Commission. Once this decision is made Rob and Shannon will move forward with revising the county's subdivision ordinance to comply with state code.

Wade advised the Planning Commission that the intent is to remove administrative decisions from those who are feeling political pressure. Doug noted that the administrator would only be applying the ordinance as it is written. Doug suggested that the current Land Use Administrator should be designated as the Administrative Land Use Authority.

Acting Chairperson, Gwen Brown, called the commission into public hearing.

Tom Avant – Owner of Iron Rock Group. He stated the he has worked with the county for over 30 years. He stated that Shannon is the best Land Use Administrator he has worked with.

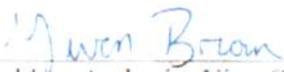
Rob noted that the decision being made now could be changed later if necessary. He also mentioned that they could designate different Administrative Land Use Authority for the different type of land use applications.

Acting Chair Brown called the commission out of public hearing.

**MOTION:** Doug Heaton made a motion to **recommend** to the county commissioners that the Land Use Administrator become the Administrative Land Use Authority for the purpose of executing administrative action regarding land use. Byard Kershaw seconded the motion.

**VOTE:** The vote was **unanimous to recommend this ordinance.**

Mason Haycock made a motion to adjourn. Byard Kershaw seconded the motion.  
Meeting was adjourned at 7:44 pm.

  
\_\_\_\_\_  
Land Use Authority Vice-Chair  
Gwen Brown

  
Assistant Planning & Zoning Administrator  
Wendy Allan

# ITEM # 3

Zone Change/Ordinance 2024-21: Base Leg LLC

## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: August 27, 2024

Dept. /Business Name: Land Use

Topic/Re: Zone Change/Ordinance 2024-21: Base Leg LLC

Description: An application for a zone change from Agricultural (AG) to Light Commercial (LC) for parcel 8-7-21-14A containing 10 acres, located near the junction of Meadow Lane and Strawberry Point Road,

Attachments: Info Packet

Ordinance 2024-21

Public Emails

Dept. Head/Owner: Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes:



# KANE COUNTY LAND USE AUTHORITY

Shannon McBride  
LAND USE AUTHORITY  
ADMINISTRATOR

## Staff Report

DATE: August 13, 2024

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**To:** Planning Commission  
**From:** Shannon McBride, Land Use Administrator  
**Subject:** Project # 24032: Zone Change Application, Agricultural (AG) to Light Commercial (LC)  
Ordinance O-2024-21  
Parcel 8-7-21-14A consisting of a total of 10 acres

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**HEARING NOTICE:** *This item has been noticed to property owners within 500 feet of the subject area. A public notice was posted in two public locations and on the state and county websites. A sign was posted near the parcel.*

**REQUEST:** On June 14, 2024, Susan Polnisch, Base Leg 45 LLC, submitted a zone change application, for parcel 8-7-21-14A, located on 2315 N. Meadow Lane in the Strawberry Valley subdivision at the junction of Meadow Lane and Strawberry Point roads; requesting to rezone from AG to LC.

### **LEGAL DESCRIPTION:**

**Situs Address** 2315 N MEADOW LN

**Legal** BEG AT THE NE COR OF SEC 21 T38S R7W, SLB&M, RUN TH S 02\*17'29"W ALG THE SEC LINE 451.21 FT TO THE W'LY LINE OF A 66.00 FT ROADWAY & UTILITY EASEMENT (U.S.F.S. ROAD TO STRAWBERRY PT); TH S 36\*18'34"W 508.35 FT TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DATA = 00°22'03", RADIUS = 1234.00', TH ALG THE ARC OF SAID CURVE 115.60 FT TO THE PRC OF A NON-TANGENT CURVE TO THE RIGHT; CURVE DATA: DELTA = 91°48'04", RADIUS = 25.00', CHORD BEARING = N 04\*13'25"W 35.91', TH ALG THE ARC OF SAID CURVE 40.06 FT TO THE PT; TH N 50\*07'27"W 12.45 FT TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA = 31°47'16", RADIUS = 140.00', TANGENT = 39.86', TH ALG THE ARC OF SAID CURVE 77.67 FT TO THE PT; TH N 18\*20'12"W 892.58 FT TO A PT ON THE N LINE OF SAID SEC; TH S 89\*40'27"E 727.92 FT TO THE PT OF BEG & CONT 10.00 AC.  
SUBJECT TO & TOG WITH A 40.00 FT ROADWAY & UTILITY EASEMENT ALG THE W'LY LINE OF THE ABOVE DESC PARCEL.

### **FACTS & FINDINGS:**

- Parcel 8-7-21-14A meets the requirements to be zoned LC. The parcel is currently zoned AG.
- The applicant requests the parcel be zoned LC which requires a zone change.
- If the zone change is approved all uses contained in KCLUO 9-7A-2 Use Regulation will be allowed.
- Surrounding lots are zoned R-1/2, R-1 and one R-5 and AG zones and Forest Service.
- The lot could gain access from Meadow Lane or Strawberry Point Road.

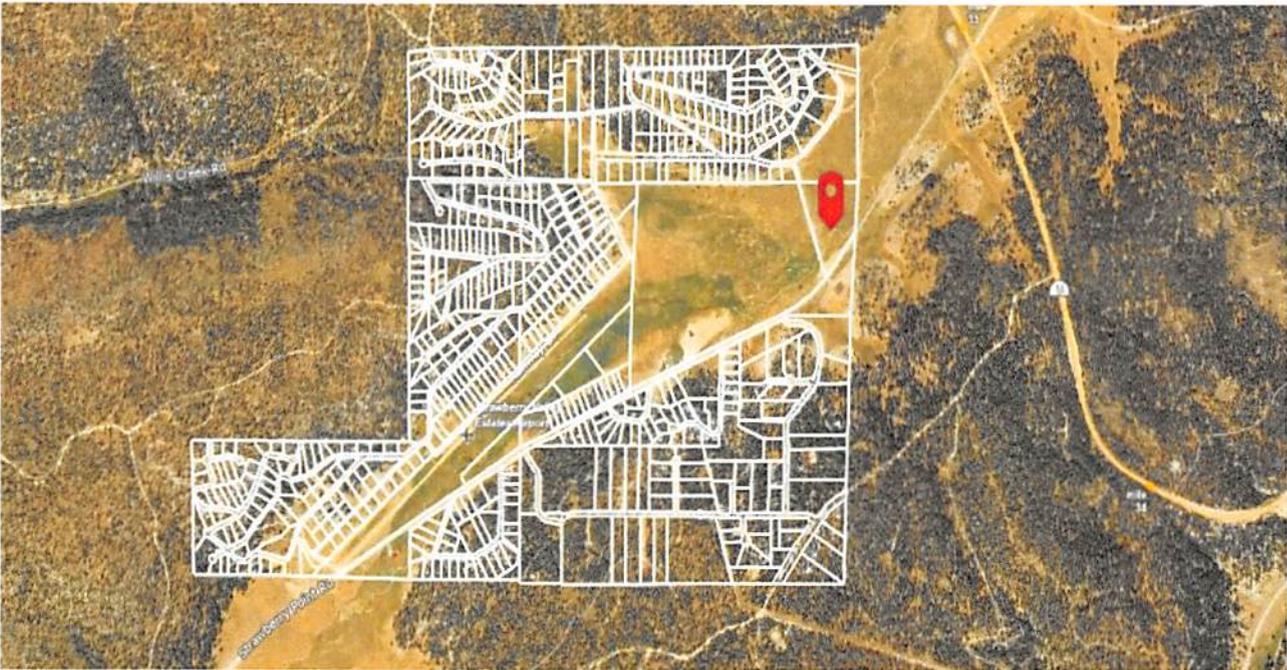
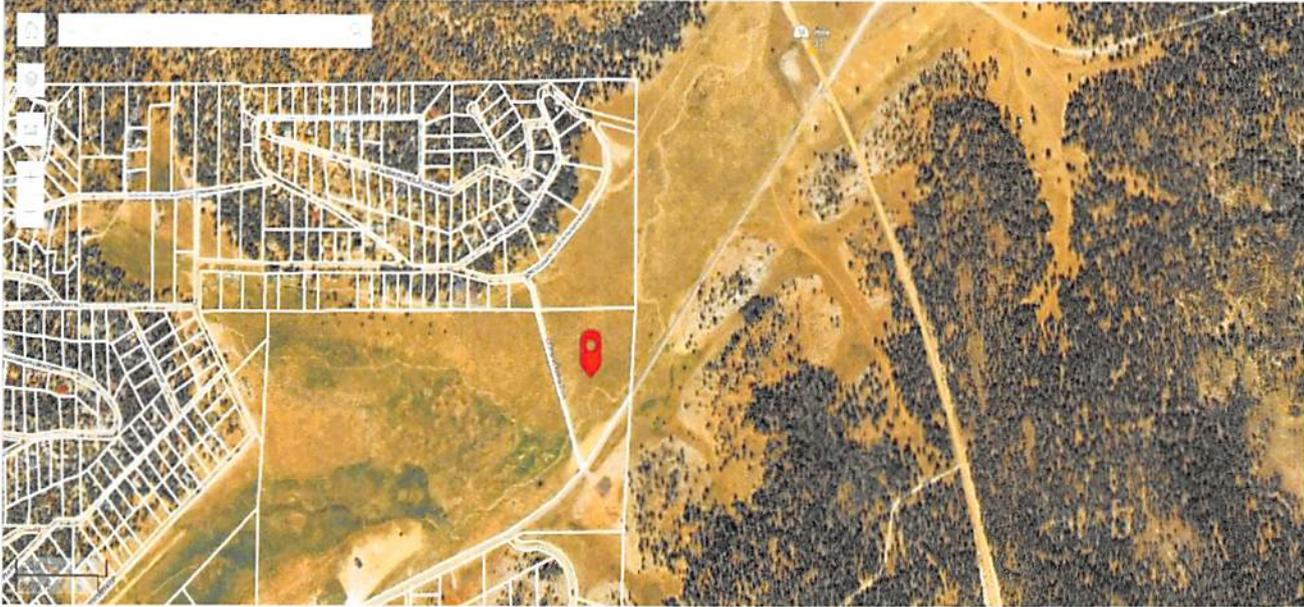
76 North Main Street | Kanab, Utah 84741 | p: (435) 644-4966 | [www.kane.utah.gov](http://www.kane.utah.gov)  
Shannon McBride | Land Use Administrator | e-mail: [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)

- All property owners within 500 ft. of this lot have been mailed a public notice. Notices are posted on the state and county websites and a sign was posted on the lot.
- **9-7A-1: PURPOSE:** The purpose of the light commercial zone is to provide appropriate locations for the development and operation of administrative and professional offices, publicly owned and operated community facilities and related uses. This zone is intended to serve as a buffer between residential and more intensive commercial uses with low to no impact on residential and agricultural zones. (Ord. O-2022-42, 7- 26-2022)
- **9-7A-2: USE REGULATIONS:** Development of any parcel of land for any of the uses listed in this section, exceeding five thousand (5,000) square feet of total building floor area will require a different zone designation.
  - A. Permitted Uses: The following uses are permitted in the L-C zone:
    - Accessory uses and buildings, customarily incidental and subordinate to an approved permitted/conditional use.
    - Administrative, executive, professional, medical and research offices.
    - Banking and other financial institutions.
    - Churches, temples and other places used exclusively for worship.
    - Mobile food vendor.
    - Parking lots for approved principal uses.
    - Public buildings and offices.
    - Public park, playground or recreation facilities.
    - Public utility service and maintenance facilities.
    - Restaurants.
- **Kane County General Plan, Vision Statement, Pg. 3:** 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.
- **KC General Plan, Pg. 15: Commercial Land Uses Goal #1:** Objective: Policy: Encourage and provide for commercial uses in locations with infrastructure in place to serve the public. Develop commercial uses compatibly with the use and character of the surrounding area. The Land Use Ordinance and associated zoning map will determine the standards for commercial uses at appropriate locations.

**Conclusion:** The Planning Commission should vote based on behalf of Kane County’s best interest, including; future planning efforts, private property owner’s rights, protecting existing zones, rights of surrounding property owners, and also maintaining the purposes of the Land Use Ordinance and General Plan. This zone change request maintains the purpose of the General Plan for light commercial land use.

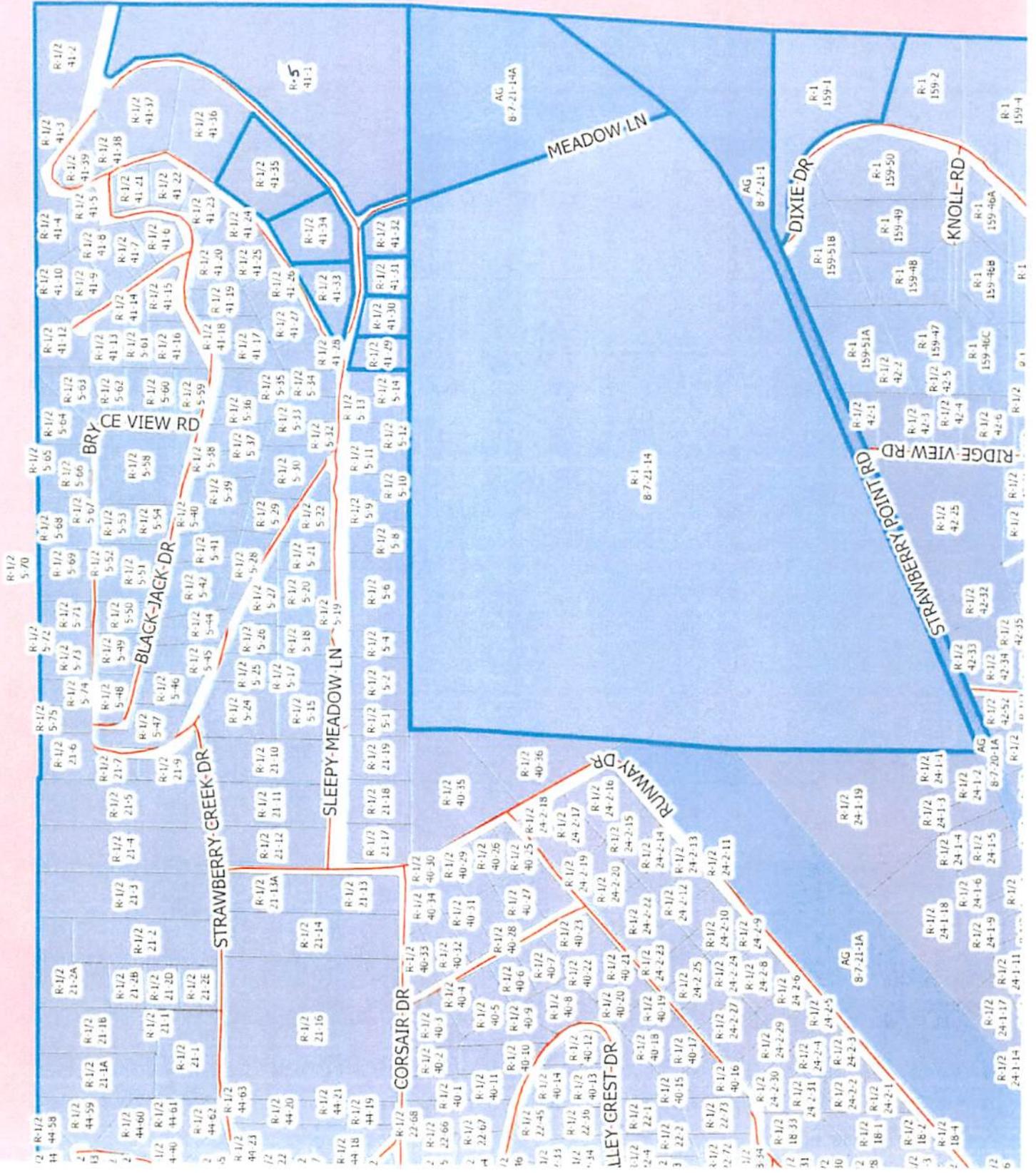
If the zone change amendment is adopted, the regulations of the new zone of Light Commercial can be found in the Kane County Land Use Ordinance, Chapter 7: Light Commercial Zones, Article A.

**MOTION: I move to recommend denying/approving the zone change for parcel 8-7-21-14A from Agriculture (AG) to Light Commercial (LC) & Ordinance 2024-21 to the County Commission based on the facts and findings as documented in the staff report.**



76 North Main Street | Kanab, Utah 84741 | p: (435) 644-4966 | [www.kane.utah.gov](http://www.kane.utah.gov)  
Shannon McBride | Land Use Administrator | e-mail: [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)

USFS  
USFS



**KANE COUNTY ORDINANCE NO. O 2024-21**

**AN ORDINANCE AMENDING THE ZONING OF PARCEL 8-7-21-14A  
FROM AGRICULTURAL TO LIGHT COMMERCIAL**

**WHEREAS**, the Kane County Board of Commissioners finds that said zone change is in accordance with the Kane County Land Use Ordinance 9-7A-1: *PURPOSE*: The purpose of the light commercial zone is to provide appropriate locations for the development and operation of administrative and professional offices, publicly owned and operated community facilities and related uses. This zone is intended to serve as a buffer between residential and more intensive commercial uses with low to no impact on residential and agricultural zones. (Ord. O-2022-42, 7-26-2022)

**WHEREAS**, the Kane County Board of Commissioners desires to implement the recommended zone change; and the Kane County Board of Commissioners, in a duly noticed public meeting, received the recommended zone change and desires to enact the following recommendations;

**WHEREAS**, the statutory authority for enacting this ordinance is Utah State Code Sections 17-27a-201-205, 17-27a-308, and 17-27a-505;

**WHEREAS**, the Kane County Planning Commission and Kane County Board of Commissioners desire to make the recommended zone change to parcel 8-7-21-14A;

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

**LEGAL DESCRIPTION:**

**Situs Address** 2315 N MEADOW LN

**Legal** BEG AT THE NE COR OF SEC 21 T38S R7W, SLB&M, RUN TH S 02\*17'29"W ALG THE SEC LINE 451.21 FT TO THE W'LY LINE OF A 66.00 FT ROADWAY & UTILITY EASEMENT (U.S.F.S. ROAD TO STRAWBERRY PT); TH S 36\*18'34"W 508.35 FT TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DATA = 00°22'03", RADIUS = 1234.00', TH ALG THE ARC OF SAID CURVE 115.60 FT TO THE PRC OF A NON-TANGENT CURVE TO THE RIGHT; CURVE DATA: DELTA = 91°48'04", RADIUS = 25.00', CHORD BEARING = N 04\*13'25"W 35.91', TH ALG THE ARC OF SAID CURVE 40.06 FT TO THE PT; TH N 50\*07'27"W 12.45 FT TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA = 31°47'16", RADIUS = 140.00', TANGENT = 39.86', TH ALG THE ARC OF SAID CURVE 77.67 FT TO THE PT; TH N 18\*20'12"W 892.58 FT TO A PT ON THE N LINE OF SAID SEC; TH S 89\*40'27"E 727.92 FT TO THE PT OF BEG & CONT 10.00 AC.

**SUBJECT TO & TOG WITH A 40.00 FT ROADWAY & UTILITY EASEMENT ALG THE W'LY LINE OF THE ABOVE DESC PARCEL.**

Is hereby rezoned from Agricultural to Light Commercial (LC) and shall from here forth be zoned LC.

---- END OF ORDINANCE ----

This Ordinance shall be deposited in the Office of the County Clerk, and recorded in the Kane County Recorder's Office and shall take effect fifteen (15) days after the date signed below. Utah State Code 17-53-208 (3) (a).

The 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 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.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Chameill Lamb  
Kane County Clerk

\_\_\_\_\_  
Commissioner Kubeja, Chair  
Board of Commissioners  
Kane County

Commissioner Heaton voted \_\_\_\_\_  
Commissioner Kubeja voted \_\_\_\_\_  
Commissioner Meyeres voted \_\_\_\_\_

**From:** Bryan Hill <[basketcasehotair@gmail.com](mailto:basketcasehotair@gmail.com)>  
**Sent:** Wednesday, August 14, 2024 4:24 PM  
**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)  
**Subject:** Letter in Support of LC Zone Change for Parcel 8-7-21-14A

Dear Kane County,

I am writing in support of the Zone Change for Parcel 8-7-21-14A.

The need for additional commercial areas has become chronic in the Strawberry Valley - Duck Creek area. As we all know the 'Mountain' has exploded with residential properties with a notable increase in full-time residents. Accordingly, the tight constricted commercial area in Duck Creek has become excessively congested and lacks adequate services for the residents, visitors, and campers of the area. The property proposed to be Zone Changed Commercial is visible and in proximity to HWY 14 and accessed by paved road.

This light commercial area will allow the opportunity to serve the area, with thoughtful planning allowing adequate parking, & appropriate architecture. This will also provide economic development opportunities to new entrepreneurs within Kane County.

I urge you to please consider the need and opportunity this zone change creates for northern Kane County.

My name is Bryan Hill, I graduated from Kanab High in 1982, own a home and business in Kane County (Kanab) and frequently visit the Duck Creek area. I love Kane County, desire the best results for everyone, and I want to thank you for your consideration.

Bryan Hill

[basketcasehotair@gmail.com](mailto:basketcasehotair@gmail.com)

928-660-8441

**From:** Nicole Palella <[nicole.palella@gmail.com](mailto:nicole.palella@gmail.com)>

**Sent:** Wednesday, August 14, 2024 3:54 PM

**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)

**Subject:** Letter in Support of 8-7-21-14A

To whom it may concern:

I fully support a zone change to Light Commercial on parcel 8-7-21-14A.

As a frequent visitor of Strawberry Valley I feel that more business within the valley would be very beneficial and cut down on the overwhelming amount of traffic within the village. Because it is the closest parcel to HWY 14 within Strawberry Valley it would have very little impact on the residents.

Sincerely,

Nicole Palella

**From:** Kristen <[scribnerk@gmail.com](mailto:scribnerk@gmail.com)>  
**Sent:** Wednesday, August 14, 2024 5:34 PM  
**To:** [Smcbride@kane.utah.gov](mailto:Smcbride@kane.utah.gov)  
**Subject:** Opposed to Rezoning.

Kristen Scribner  
2105 Black Jack  
Strawberry  
Duck Creek  
iPhone

**From:** Lauren Smith <[laurensmith12@gmail.com](mailto:laurensmith12@gmail.com)>  
**Sent:** Wednesday, August 14, 2024 1:36 PM  
**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)  
**Subject:** Opposition to rezoning Meadow Lane and Strawberry Point Road Hearing 8-14-2024

**From:**  
Lauren Smith  
2438 N. Ironwood Ride Drive  
Tucson AZ, 85745

**To:**  
Kane County Land Use Office  
76 N. Main Street  
Kanab, Utah, 84741

Dear Kane County Planning Commission,

I, Lauren Smith, daughter of Victor and Kathleen Bruno, owners of Strawberry Valley meadow property parcel 8-7-21-14 79.01 acres strongly oppose the rezoning of AG to LC (ordinance 2024-21) on behalf of Base Leg 45 LLC, parcel 8-7-21-14A, containing 10 acres, near Strawberry Point Road and Meadow Lane, Kane County, Utah.

I object and urge you to disapprove the proposed rezoning and humbly ask that you consider the negative effect on my families homes property value and the communities' environment if the change in zoning is approved and ask you to vote in opposition of the zone change. There are several things that I would like to bring to your attention that would have great impact and consequences if the change from AG to C1 should occur.

**Traffic and Safety:** While traffic may be lighter on average, changing to a commercial zone will cause increase of heavy traffic. Increase in traffic will then require the need for cross walks, street lights or, road and traffic signs to prevent traffic accidents. There is only one main road in and out of Strawberry Valley. This proposed property is at the gateway on the meadow of Strawberry Valley and having a business right off that road will cause an increase in traffic, not to mention will be hazardous to an area where children often ride their motor bikes, ATV's and UTV's.

**Public and Residential Safety:** Any business serving alcoholic beverages will be a public hazard in this residential area especially during the evening and would be liable for any drunk driving accidents.

**Irrigation:** The proposed would interrupt the natural water flow of the ice melt that collects on the Strawberry Valley Meadow which runs through said property in question.

**Health:** Said property in discussion is across the street from public dumpsters. Air quality is an issue next to commercial property, thus endangering the health and wellbeing of residence and visitors. Not to mention the debris that would polute the area and blow into the meadow and waterways.

**Endangered and Threatened Animals:** Some of following animals and reptiles are residing on the Strawberry Valley Estates meadow and are endangered of extinction or displacement.

1. Utah Prairie Dog – The species appears in the IUCN Red List of Threatened Species with the status of endangered, last assessed in 2016. The numbers of the animals are decreasing. Utah Prairie Dogs became protected under the Endangered Species Act on August 17, 2017.
2. Peregrine Falcon – The Falcons are often seen flying and hunting the Strawberry Valley floor. They take up residency both year round and migratory populations.
3. Ferruginous Hawk – Listed as a threatened species in Utah. These hawks are breeders, migrants and winter residents in the Strawberry Valley meadows.
4. Horn Toad – These reptiles reside in the Strawberry Valley meadow. They are on the decline and are in danger of being put on the endangered list. The horn toads hibernate in the winter burying themselves deep in the ground and come out during the spring.
5. Pronghorn and Deer – The Pronghorn and Deer migrate and graze through the Strawberry Valley meadow. Pictured in the Wildlife Migration Map.
6. Foxes - As of this summer there are two foxes that reside in the meadow. They eat the rodents, mice, and rats that can be harmful to humans and control the infestation.
7. There are now residents who have horses located on the meadow. This would interrupt their well being.

My parents have put a lot of time into the preservation of our property which is less than 500 yards adjacent to the property in question. When building their retirement home, my parents were very careful as to not disturb the Strawberry Valley Meadow. They hired BHC Construction to remove the barb wire and old fencing which has been in the meadow for the last fifty years from the previous owner. My family and I pick up debris and are trying to improve the land for the animals to roam unharmed. With the proposed zone change it will bring more public traffic and with that much more debris while endangering the wildlife.

I urge you to disapprove the proposed re-zoning. From recent discussions with neighbors, I know my opinions are shared by many of the residents and all are in opposition of this rezoning.

My family and I strongly oppose the rezoning of AG 8-7-21-14A from AG to C-1 and humbly ask that you consider the negative effect on our homes property value if the change in zoning is approved and ask you to vote in opposition the zoning change.

Thank you for your continued service and support of our communities.

Sincerely,

Lauren Smith

**From:** Victoria Mondia <[victoria.mondia@gmail.com](mailto:victoria.mondia@gmail.com)>

**Sent:** Wednesday, August 14, 2024 10:43 AM

**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)

**Subject:** Letter in Support of 8-7-21-14A

I fully support a zone change to Light Commercial on parcel 8-7-21-14A. As a previous full time resident of Strawberry Valley I feel that more business within the valley would be very beneficial. Duck Creek Village is very poorly laid out, the lack of parking kept me away on every weekend. This 10 acre parcel would allow ample parking and provide more to the strawberry valley community

Victoria Mondia

VASZIL  
8264 Silver Catfish Street  
Las Vegas, NV 89131  
951-505-5519  
951-505-0168

August 13, 2024

Kane County Commission  
76 North Main Street  
Kanab, UT 84741

Dear Commission Members:

Below is the body of the letter I sent to the P&Z 2 years ago when this item first came before members. Furthermore, is the information I provided to Commission members.

BaseLeg is once again request a zoning change to Lite Commercial (LC). This time by Susie Polnisch. Please remember" all surrounding lots are zoned R-1/2, R-1 and AG and Forest Service."

We received word from Lane Use Authority that the anticipated use will be a "light commercial/restaurant and was filed by Susan Polnisch on 6/14/24." We were also advised that "once a zone change is approved it can be ANY item under Commercial."

We're doing the restaurant thing again? There's no other commercial in Strawberry and we've got plenty of variety in the restaurants currently serving Duck Creek and the surrounding areas. We've seen the difficulty Pine Woods went thru years ago with one owner then another then trouble finding staff.

I just don't understand why BaseLeg can't be transparent in their plans. I ask that you give thorough and thoughtful consideration of this request and hear your community members.

Thank you – Wayne & Patricia Vaszil

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Sent to Commission Members April 2022. "In addition to the information below, please consider the fact that Mr. Polnisch said this would supply the eating establishment requested by their fly-in guests. Okay – well not many planes land during our winter months (November thru April at best). Once on the ground, how do these individuals make their way to the restaurant? If it's coffee/tea they want, I would be more than happy to purchase the equipment/supplies for such!

Mr. Harkbark said approximately 30 planes use Strawberry each month (I would expect no such numbers during snow season). Of the percentage of planes over the year, he guessed approximately 70% were residents. I'd be curious how many of these residents are in favor of an eating establishment in the meadow.

Mr. Heaton, you mentioned that zone change applications may come back to the County Commission. I've not read all the documentation on zone changes but under what circumstances do some come before the Commission and others do not? You also said, "I love when the public is involved in the process." You "appreciate everyone's involvement." You went on to state that public hearings are not by popular vote and cautioned that if this did not go the way an individual would want to be kind and respectful. I'm not seeing that from some of these individuals who are requesting zones changes. Two recent individuals have been less than truthful and at times downright disrespectful.

There are still some original property owners alive today who bought directly from Mr. Farney. As far as I know, they have sent letters indicating Mr. Farney's vision. If he had wanted to build on the meadow, I'm sure he would have done so.

This is a "large jump from AG to C-1" as "Aaron Bonham said at the April 13<sup>th</sup> meeting. I believe the P&Z as well as the County Commission have an obligation to protect residential zones.

I invite any of the P&Z or County Commissioners to visit our meadow, wander around (but don't trespass on said property as eloquently stated by Mr. Polnisch at the April 13<sup>th</sup> meeting). Come watch the pronghorn, deer, and fox enjoy the open space. Come watch the kids wander thru this meadow to get to and from their school bus. Come enjoy the sound of the sheep while grazing thru the meadow. Watch the herding dogs do their magic. Watch families hunt for horned lizards and the kids squeal when they touch one. Our home is open to any and all any time.

Remain true to the vision of Strawberry. It's not always about \$."

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## **ORIGINAL LETTER TO PLANNING & ZONING COMMISSION**

Proposed Zoning Change from AG to C-1 on behalf of  
Base Leg 45 LLC, Parcel 8-7-21-14A

We are blessed to own property overlooking the meadow bordered by Strawberry Point Road, Meadow Lane and Sleepy Meadow Lane (2325 Sleepy Meadow Lane, Lot 35 Ponderosa Villa Subdivision Plat "E"). We toured many properties/locations and were always brought back to the beautiful view of Strawberry Valley and the meadow. We enjoy watching the small planes take off and land (you'd think we've never seen a plane before, but they are almost eye-level to our cabin), the herds of pronghorn, wild turkeys, occasional fox, deer, as well as the birds and

marmots. We watch the resolute parents drive their kids to Hwy 14 to meet the school bus. We watch kids wander through the meadow to head home.

We enjoy the many activities provided by this mountain. We frequent the local businesses and enjoy interacting with our neighbors. We are, however, disappointed in the prospect of spot-zoning...specifically the 10-acre parcel (8-7-21-14A) owned by Base Leg 45 LLC.

One of the managers/members of Base Leg 45, LLC is Frederick "Jack" Polnisch. I am concerned that when asked what his C-1 rezoning request would include he has remained vague which I understand is his right. His responses have been "Call me and let's have a real conversation."

Information obtained from staff at the Planning Commission showed "the original REQUEST FOR ZONE CHANGE was for a mini-golf course." The new REQUEST is for "an RV park." A comment was made that the proposed use keeps changing. Once this information was posted on Facebook the staff member sent a Facebook Message that what we had heard was not entirely accurate (hmmm – we're old but not that old) and the current REQUEST FOR ZONE CHANGE (AG to C-1) is actually "to provide greater business opportunities to the community, especially in the form of an eating establishment/restaurant." This individual also said, "It doesn't matter what they put on their application for zone change. The P&Z vote on the zone and ALL the uses allowed in the uses table. Once a zone change is passed the property owner can do any of the uses allowed in the uses table."

We are all aware that once a C-1 zone designation is approved, ALL THE USES on the USES TABLE are allowed. I would think the public should be advised as to the impact of any such C-1 use to include, but not be limited to:

- Dust control – many property owners pay to have road treatments applied and the increased traffic of any business could affect that treatment not to mention increased dust
- Traffic impact
- Impact on the wildlife habitat and corridors. The owner of this property has shown he has no concern for the wildlife that use this meadow "...private property. 22 million other acres of forest service land in the state they can go."
- Noise and light impact

If in fact the proposal is to develop an "eating establishment/restaurant" I'm concerned about the success of such a venture. We have a variety of wonderful eating establishments within 2 miles – Martin's Deli, Hot Mama's Pizza, Higher Grounds Java, Aspen Air'spresso and Aunt Sue's – who just announced they are opening a second location at the former Pinewoods (Woodland's Grill) restaurant. Note this second location is even closer to Strawberry! These businesses tend to struggle during non-tourist seasons and adding another to the mix could further affect such struggle. If this should become an eating establishment/restaurant, will alcohol be served? Hours of operation? Occupancy size? Signage? Added police presence?

I've seen statements such as owners may not be required to tell the local government or the public what the plans for a property are, even though that is the first thing we as neighbors want to know. Further, if they tell you usually there is no penalty for lying or changing their mind. RED FLAG!

I applaud Planning members who stay committed to keeping proper zoning in various subdivisions as proven at the December 8, 2021, meeting where a zoning request was heard concerning lot 41-1 in Ponderosa Villa Subdivision Plat E (Coefield/Allensworth) (R-1/2 to R-1). This property is in the same meadow currently on the agenda (Base Leg 45 LLC). The zoning request was denied.

Additionally, at the March 9, 2022, meeting a zone request was heard concerning lot 159-1A near the Strawberry Pines & Ponderosa Villa Subdivisions (Powers-Armstrong) (R-1 to C-1). This property is across the meadow where the current zoning request is being heard. The request was denied. (As a side note, Jack Polnisch is a broker with Powers-Armstrong Off-Market Real Estate team-the same Powers-Armstrong.)

As said in prior meetings, there are NO commercial lots in Strawberry Valley. Our closest neighbor, Kim Roth, was very eloquent in her letter to the Zoning Board. They actually purchased their property from Milt Varney more than 40 years ago. She had shared with us his desire the meadow remain agricultural and not developed. His vision was to preserve the meadow for all to enjoy.

I ask the Zoning Board members to still be true to the vision of the meadow and deny the zoning change request before them today.

Thank you – Wayne & Patricia Vaszil

This is a screen shot of the meadow from our front deck camera (taken 4/25/2022 at 12:08pm. The circled area is the Polnisch property and I'm assuming site of the proposed airplane themed eatery.



**From:** amarshalls07 <[amarshalls07@yahoo.com](mailto:amarshalls07@yahoo.com)>  
**Sent:** Wednesday, August 14, 2024 9:40 AM  
**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)  
**Subject:** Zone change in Strawberry hearing August 14th 2024

I am a property owner in Strawberry. We are unable to attend the hearing but would like to make our opposition known to this request. We don't agree with changing that to commercial.

Alicia & John Marshall  
1915 Circle Drive

**From:** Kathleen Bruno <katsmeow2u@gmail.com>

**Sent:** Wednesday, August 14, 2024 9:39 AM

**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)

**Subject:** Opposition to rezoning Meadow Lane and Strawberry Point Road Hearing 8-14-2024

**From:** **Victor and Kathleen Bruno**

**3569 Lombardy Road  
Pasadena, California 91107**

**To:** **Kane County Land Use Office**

**76 N. Main Street**

**Kanab, Utah, 84741**

**Dear Kane County Planning Commission,**

**We, Victor and Kathleen Bruno, owners of Strawberry Valley meadow property parcel 8-7-21-14 79.01 acres strongly oppose the rezoning of**

**AG to LC (ordinance 2024-21) on behalf of Base Leg 45 LLC, parcel 8-7-21-14A, containing 10 acres, near Strawberry Point Road and Meadow Lane, Kane County, Utah.**

**We strongly object and urge you to disapprove the proposed rezoning and humbly ask that you consider the negative effect on our homes property value and the communities' environment if the change in zoning is**

**approved and ask you to vote in opposition of the zone change.**

**There are several things that we would like to bring to your attention that would have great impact and consequences if the change from AG to C1 should occur.**

**Traffic and Safety: While traffic may be lighter on average, changing to a commercial zone will cause increase of heavy traffic. Increase in traffic will then require the need for cross walks, street lights or, road and traffic signs to prevent traffic accidents. There is only one main road in and out of Strawberry Valley, This proposed property is at the gateway on the meadow of Strawberry Valley and having a business right off that road will cause an increase in traffic, not to mention will be hazardous to an area where children often ride their motor bikes, ATV's and UTV's.**

**Public and Residential Safety: Any business serving alcoholic beverages will be a public hazard in this residential area especially during the evening and would be liable for any drunk driving accidents.**

**Irrigation: The proposed would interrupt the natural water flow of the ice melt that collects on the Strawberry Valley Meadow which runs through said property in question.**

**Health: Said property in discussion is across the street from public dumpsters. Air quality is an issue next to commercial property, thus endangering the health and wellbeing of residence and visitors. Not to mention the debris that would polute the area and blow into the meadow and waterways.**

**Endangered and Threatened Animals: Some of following animals and reptiles are residing on the Strawberry Valley Estates meadow and are endangered of extinction or displacement.**

**1. Utah Prairie Dog – The species appears in the IUCN Red List of Threatened Species with the status of endangered, last assessed in 2016. The numbers of the animals are decreasing. Utah Prairie Dogs became protected under the Endangered Species Act on August 17, 2017.**

**2. Peregrine Falcon – The Falcons are often seen flying and hunting the Strawberry Valley floor. They take up residency both year round and migratory populations.**

**3. Ferruginous Hawk – Listed as a threatened species in Utah. These hawks are breeders, migrants and winter residents in the Strawberry Valley meadows.**

**4. Horn Toad – These reptiles reside in the Strawberry Valley meadow. They are on the decline and are in danger of being put on the endangered list. The horn toads hibernate in the winter burying themselves deep in the ground and come out during the spring.**

**5. Pronghorn and Deer – The Pronghorn and Deer migrate and graze through the Strawberry Valley meadow. Pictured in the Wildlife Migration Map.**

**6. Foxes - As of this summer there are two foxes that reside in the meadow. They eat the rodents, mice, and rats that can be harmful to humans and control the infestation.**

**7. There are now residents who have horses located on the meadow. This would interrupt their well being.**

**My husband and I put a lot of time into the preservation of our property which is less than 500 yards adjacent to the property in question. When building our retirement home, we were very careful as to not disturb the Strawberry Valley Meadow. We hired BHC Construction to remove the barb wire and old fencing which has been in the meadow for the last fifty years from the previous owner. My husband and I pick up debris and are trying to improve the land for the animals to roam unharmed. With the proposed zone change it will bring more public traffic and with that much more debris while endangering the wildlife.**

**I urge you to disapprove the proposed rezoning. From recent discussions with my neighbors, I know my opinions are shared by many of the residents and all are in opposition of this rezoning. My husband and I strongly oppose the rezoning of AG 8-7-21-14A from AG to C-1 and humbly ask that you consider the negative effect on our homes property value if the change in zoning is approved and ask you to vote in opposition the zoning change.**

**Thank you for your continued service and support of our communities.**

**Sincerely,**

**Kathleen A. Bruno**

**From:** [judyfarn@aol.com](mailto:judyfarn@aol.com) <[judyfarn@aol.com](mailto:judyfarn@aol.com)>

**Sent:** Tuesday, August 13, 2024 2:37 PM

**To:** [smcbride@Kane.Utah.gov](mailto:smcbride@Kane.Utah.gov)

**Subject:** Letter in Support of 8-7-21-14A

Hi,

I'm Judy Farney, the widow of Milt Farney, the late developer of Strawberry Valley. At the age of 93, I still love coming up to this beautiful country and I recall the large billboard sign advertising "Lots for Sale" on this parcel. I remember so many conversations with my husband about his vision and intent and actual use and designation of Commercial parcels to serve the community. This parcel was intended specifically for Commercial purposes and used for Commercial purposes.

I am in full support of the zone change to Light Commercial for parcel 8-7-21-14A.

I'm sorry I'm not able to be there in person.

Thank you,

Judy Farney

July 27, 2024

Kane County Land Use Office  
76 North Main Street  
Kanab, UT 84741

Re: Letter in SUPPORT of Base Leg zone change request, parcel 8-7-21-14A

As a business owner in Duck Creek for the last 18 years and the owner of a Commercial property, I am writing this letter in support of the zone change application for parcel 8-7-21-14A.

Throughout the Duck Creek Area, it is common to find commercial zoning and commercial uses at entrances to subdivisions, where the commercial and residential abut. Having spent most of the last two decades on this mountain, I have seen first-hand the growth, and I see the need for more services, additional commercial areas, and more competition.

Not only am I a business owner, but I am also a Board member for the Duck Creek Village Association and multiple local SSDs. Being so invested in this mountain provides me with unique perspective. I am painfully aware of the limitations of our small business districts in the Village and on Duck Creek Ridge Road, and the need to provide additional services outside of those areas.

The entire Village, comprising about two dozen businesses, is less than 20 acres of land. Zoning this 10 acre parcel for light commercial will provide more than enough room for parking, proper ingress and egress, and still leave room for open space. I fully support this zone change application.

Thank you,

Zachary Hascall  
Owner, HSR Cabin Services & HSR Luxe PM  
Clerk, Cedar Mountain Services District  
Treasurer, Duck Creek Village Association  
Board member, Western Kane County SSD1

**From:** jaythornton <jaythornton@gmail.com>  
**Sent:** Thursday, August 8, 2024 8:09 AM  
**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)  
**Subject:** Zone change base leg 45

I own property in Duck Creek Village and hear the residents up here complaining there are not enough services. Well, as long as its not in their backyard. The area requesting change already has the dumpsters and commercial metal buildings erected around it. I think this is a good place to allow light commercial. The Duck Creek Main Street is crowded with no room for parking on any given weekend. There needs to be added space that is accessible from the 14. Thanks.

**From:** Ron Russo <[ronrusso1223@gmail.com](mailto:ronrusso1223@gmail.com)>

**Sent:** Tuesday, August 13, 2024 10:57 AM

**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)

**Subject:** zoning change, Strawberry Valley

I am Ron Russo and my wife ,Lisa and I have a cabin in Strawberry Pines. We are strongly opposed to the zoning change for the parcel at Meadow Lane and Strawberry Pt. Road. The applicant attempted this a couple years ago and the residents of Strawberry Valley were opposed then as well. A change to LC, light commercial, would negatively affect the valley in several ways.

One, has there been any study of the migratory patterns of the deer and antelope through the valley to determine if any future construction would impact that? Two, any future construction would likely require more septic systems which one has to wonder, how much more can Cedar Mountain take. Septics on land already zoned residential can't be helped but changing to LC or Residential can be stopped or denied. Also there is an issue with the proximity of the parcel to the air strip. I am not sure what the FAA requires as far as clearance but I doubt they would approve any buildings or dwellings in direct line with the airstrip.

I am not sure what the applicant has in mind this time around, last time he openly talked about a restaurant, storage containers and an RV park. Some are saying he simply wants to make it easier to sell which would allow a buyer to pursue commercial goals as well.

Ron and Lisa Russo are strongly opposed to the zoning change.

Thank you,

Ron Russo

**From:** Wendy Hannah-Olson <[wendyhannaholson@gmail.com](mailto:wendyhannaholson@gmail.com)>  
**Sent:** Monday, August 12, 2024 10:42 PM  
**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)  
**Subject:** Parcel 8-7-21-14A

Hello S. McBride

Hope you are well. I am full time resident in Kane County living in Strawberry Pines and am writing in regards to the zoning request in the subject line.

The Duck Creek Village area has several approved commercial locations available without the need for zone changes.

**My position is:**

With the wildlife we still have in Strawberry and the land already that is already available for commercial expansion, I'm opposed to changing this zoning at this time. I'd like to see all available commercial space filled before considering any new area for commercial.

Thank you for including my position in the review.

Best regards,

Wendy Hannah-Olson  
1975 N Jennifer Court and  
Lot 159-58 on Jennifer Court  
Duck Creek Village, UT 84762  
702-622-4715

**From:** Barbra Konrad <[barbrakonrad@hotmail.com](mailto:barbrakonrad@hotmail.com)>  
**Sent:** Monday, August 12, 2024 1:26 PM  
**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)  
**Subject:** Oppose Zone change in Strawberry Valley subdivision

Hello!

I understand that the meeting for the planning commission to discuss the proposed zone change from Agriculture (AG) to Light Commercial (LC) by Ordinance 2024-21, on behalf of Base Leg 45 LLC, parcel 8-7-21-14A, containing 10 acres located at the junction of Meadow Lane and Strawberry Point Road, near the Ponderosa Villa and Strawberry Pines Subdivisions, Kane County is happening today.

As a cabin owner in the subdivision directly across from this parcel we oppose the zoning change. The way of life for the residents and wildlife in this area (including the beautiful herd of pronghorn seen grazing in the meadow this month) would be directly impacted by rezoning such a large parcel of land to commercial, especially in an area where there is no other commercial properties. Once you change a zone, there's no going back.

Please carefully consider the impact this change will have on the future of the surrounding areas when making your decision. The Strawberry area is not like the village area, where there are already existing businesses.

Sincerely,  
Barbra Konrad

**From:** Sandra Dorn <[luvshack.dorn@gmail.com](mailto:luvshack.dorn@gmail.com)>

**Sent:** Monday, August 12, 2024 3:21 PM

**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)

**Subject:** ZONE CHANGE

My property is located at 2230 Sleep Meadow Lane Duck Creek Village.  
I vote NO on this zone change.

I purchased my property in 2002 and I enjoy watching the wildlife roam freely in the meadow behind my cabin.

I am worried with this new zone change everything I love about my cabin may be affected with this zone change

My Vote Is NO

Sandie Dorn

702.371.0356

2230 Sleepy Meadow Lane

**From:** lvgen <[lv2gen@gmail.com](mailto:lv2gen@gmail.com)>  
**Sent:** Sunday, August 11, 2024 8:53 AM  
**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)  
**Subject:** Parcel 8-7-21-14A light commercial rezoning

Greetings,

I am a property owner in Zion View Mtn Eatates and I am opposes to this rezoning request to change this parcel to light commercial. ANY type of commercial zoning in the area is incompatible with the existing residential property. It will create traffic, trash, and forever change and destroy the quiet beauty of the Strawberry Valley.

There are other areas more suitable to commercial use, such as the junction of Hwy 14 and the Mammoth Creek Highway, which already has commercial property there and closely.

I urge you to AGAIN reject this request and prevent the invasion of commercial property into our residential area.

Jeff Belcher  
910 W Beartrack  
ZVME

**From:** Craig Chaney <cchaney@crcx.com>  
**Sent:** Saturday, August 10, 2024 4:59 PM  
**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)  
**Subject:** Opposition of Zoning Change proposed for Strawberry Valley

Hello Shannon McBride,

We strongly oppose the proposed zoning change in Strawberry Valley from agricultural to light commercial for the designated mountain land proposed for parcel 8-7-21-14A at the junction of Meadow Land and Strawberry Point Road or any other land in the vicinity.

This pristine mountain area is a vital ecological corridor, providing critical habitat for numerous wildlife species. Converting this land from agricultural to light commercial use will irrevocably damage the delicate ecosystem, leading to the displacement of wildlife and the destruction of natural habitats.

Furthermore, the character of our community is deeply rooted in its natural beauty. Introducing commercial development into this area will disrupt the peaceful ambiance and negatively impact the quality of life for us residents who reside in the area.

We urge the Land Use Authority, Kane County Planning Commission, Kane County Land Use Office, or any other agency governing the proposed change to carefully consider the long-term consequences of this zoning change. Preserving this land for agriculture and wildlife is essential for the health of our environment and the well-being of our community.

Thank you for your consideration.

Craig Chaney  
2120 Sleepy Meadow Lane.  
Duck Creek Village, UT 84762

**From:** Irene Armijo <[pandaiom@gmail.com](mailto:pandaiom@gmail.com)>

**Sent:** Friday, August 9, 2024 8:12 PM

**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)

**Subject:** Opposition: Proposed zone change from agricultural to commercial, junction of Meadow Lane and Strawberry point road, Kane County, Utah

As a resident of 2010 E. Sleepy Meadow, I am opposed to any proposed changes to original zoning regulations.

There has been excessive flooding in that area during heavy rain and especially during the snow melt of 2023 after the accumulation of over 23 feet of snow in much of Strawberry Valley.

Heavy traffic on the narrow, mostly unpaved roads creates hazardous dust bowls, which in turn cause visibility issues and traffic problems.

There is a successful commercial area in Duck Creek Village and it seems to be appreciated there.

Your attention to this matter is most appreciated.

Sincerely,

Irene Armijo

7023287561

Sent from my iPad

**From:** Oscar Cardona <[ocardona87@gmail.com](mailto:ocardona87@gmail.com)>

**Sent:** Friday, August 9, 2024 7:34 PM

**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)

**Subject:** Zoning proposed for the area near Strawberry Valley entrance

Regarding proposal zoning change for the 10 acres in the entrance to Strawberry Valley. I am strongly opposing the zone change due to the following:

1. Residents in Strawberry Valley have built/purchased cabins to get away from the growing city/town commercial/population and we pay heavily in taxes.
2. Traffic at the entrance off 14 to the valley is at times very busy and dangerous.
3. Duck Creek Village is only approximately one mile away where commercial is open and welcomed.
4. The air field is in the flight path of where this zoning is proposed.

God forbid commercial is built and a plane malfunction could bring the plane into the site.

I would appreciate if the County Council would not approve the zoning change for this property.

Thank you,

Oscar Cardona

2010 E. Sleepy Meadow Lane

Sent from my iPhone

**From:** Cathi Jensen <[sonogal@aol.com](mailto:sonogal@aol.com)>  
**Sent:** Friday, August 9, 2024 3:01 PM  
**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)  
**Subject:** 10acre parcel in Strawberry Valley rezoning

Good Afternoon

We are writing to voice our opinion and concerns regarding the rezoning of parcel 21-14A (Meadow Lane and Strawberry point ) in Strawberry Valley. This is a quiet non commercial area with cabins surrounding this parcel . I am against the rezoning of this property to commercial, it will increase noise and traffic to a residential area that at this time is nice and quiet with mostly traffic from those who have property in the valley and off road vehicles going to and from the trails in that area. A commercial area will only bring more people and traffic on an already busy corner with the meadows across the highway and those camping in that area. We are property owners in Strawberry Valley and enjoy all the antelope that roam free in the area, more people, more traffic, less antelope, less peace and quiet in the area. Please consider the area and deny this zone change for those of us who spend time in our home away from home in the mountains. Growth is not always good and does not always enrich the area, there are other areas that can be used for commercial use instead of an area near our properties. We purchased here so we could build one day because it was away from the busy area of Duck Creek Village, please don't ruin that by allowing commercial use properties in our area.

Thank you  
Catherine and Dale Jensen  
1521 Rawhide Dr.  
Henderson, NV 89002  
702-371-7437  
owner of parcel 21-17 in Strawberry Valley

From: Sen <[s\\_senja@yahoo.com](mailto:s_senja@yahoo.com)>  
Sent: Monday, August 12, 2024 5:15 PM  
To: [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)  
Subject: I oppose

I oppose this zone change project completely. There's already too much traffic as it is.

Senja utley

July 30, 2024

Kane County Planning and Zoning Commission  
Kanab, Utah

Re: Proposed zoning change from AG to C-1 (ordinance 2024-21)  
On behalf of Base Leg 45 LLC, parcel 8-7-21-14A  
Containing 10 acres, near Strawberry Point Road and Meadow Lane

Dear Zoning Board Members:

This is Mr. Polnisch's second attempt to rezone this property. According to tax records, he acquired this property 6/23/2021 and the Warranty Deed was recorded 7/12/2021. Within 8 months he was already trying to rezone his property from AG to Commercial. The community strongly opposed this zoning change. He had voiced that he was not bound by the CC&Rs that the rest of the community legally had to follow since none had been placed on his property. Could that be because it was to remain Agricultural land from the beginning of its initial acquisition over 40 years ago? All other property subdivisions in Strawberry Valley are bound by CC&Rs.

**Promise of Meadow Preservation:**

I am writing to you as a property owner impacted by this proposed zoning change. I strongly **oppose** this rezoning of AG property to Light Commercial. Our family was fortunate enough to purchase our property when it was first subdivided by the reputable Milton Farney more than 40 years ago. We were told that the above property in question was zoned as Agricultural property and would never be developed. This is one of the reasons our family chose our specific lot. At the time of the original subdivision, there were a few lots identified in Strawberry Valley as Commercial lots and this was not one of them. One could surmise that this property was purposely intended to remain as Agricultural land or it would have been divided in the days of early subdivisions in Strawberry Valley. Subdivision land purchases were driven by this information. All of the subdivisions in the Ponderosa Villa, Strawberry Pines, and Strawberry Valley area are zoned as R ½ or R 1 properties, with the exception of the Strawberry Valley Estates Airport runway. Sadly, a recent zoning change of a neighboring property was

approved by the Commissioners in direct conflict with the CC&Rs of that property and in direct conflict with the CC&Rs of the entire subdivision and its properties. Legal Counsel has provided written notification to that property owner stating that any deviation from the CC&Rs of that property will be met with legal action.

The area wide plan for Kane County included appropriate areas for permanent agricultural property, wildlife grazing and open space uses to allow others to enjoy the aesthetic beauty of meadow acreage. Mr. Pringle and Mr. Farney assured buyers that this property was one of those areas. The vision was to preserve the meadow for all to enjoy. For the same reason, the Forest Service does not prepare camping sites on Forest Service properties in open meadows, but rather along the edges of the meadow under the cover of trees.

**Airport Safety Concerns:**

The above-mentioned meadow property is in the direct pathway of the "High Altitude" Strawberry Valley Airport. Aircraft are piloted very low over this meadow during take-offs and landings with vertical clearances as low as 50 feet (for safety reasons) over this meadow property. Photos of low flying aircraft can be provided. First and foremost, safety concerns about converting a 10-acre meadow property to a 10-acre Light Commercial property which is in the direct approach to a landing strip less than ½ mile away present significant, and justifiable alarms. This is already a safety concern for property owners neighboring the approach to the runway and the thought of structures being built on this property is frightening. The FAA has been notified regarding this safety concern.

**Traffic patterns and Enforcement:**

Aside from airport public safety issues, this rezoning request has extreme impacts to the community and neighboring properties. This parcel is surrounded on 3 sides by Residential properties and on the 4<sup>th</sup> side by Agricultural and Forest Service land. Access to this property is limited to an internal road in the subdivision. To rezone from a 10-acre Agricultural Parcel to a 10-acre Light Commercial Property in our subdivision qualifies as "spot zoning." The only access to this 10-acre property is off of an internal road (Meadow Lane) in the subdivision about ¾ of a mile from the 14 Highway turn off. Meadow Lane is a dirt road and is the primary access road to properties in Plat A, Plat B and Plat E which have over 100 properties. There are a dozen properties on the west side of the

Strawberry Valley in relation to this property before even reaching Meadow Lane. That fact alone supports the argument that this would be a “spot zoning” request. This property is in the middle of residential zoning. Local properties owners should not have to compete with traffic generated by a commercial property. I believe this request was denied in 2022 because of the concern for “spot zoning.” Commercial properties are generally located along paved highways with direct, roadside access. This property does not meet that criterion. It is not along a highway. Access to the property is along an internal subdivision dirt road crossing the middle of the meadow.

**Flooding:**

Flooding is a problem in this area. Stretches of this meadow flood in the late Spring and early summer months every year. Even with the drier winter this year, Meadow Lane (dirt road) was flooded in May. A new culvert was placed across Willis Creek this year which raised the road across the creek 2 feet to help capture the runoff from the creek, but the meadow run-off still floods across the road. Attached is a photo of typical Springtime run-off flooding where Meadow Lane meets Strawberry Point Road. This meadow is referred to as “swamp land” by the adjoining property owners.

**Negative Impacts:**

Aside from the aforementioned issues, the potential negative impacts from a rezoning approval are numerous.

The Duck Creek area code, 84762, boasts a total resident population of 200 people, for an area that covers 225 square miles. I believe that places Strawberry Valley in the category of rural, **low-density** use. This zoning change request is not in harmony with the peaceful and quiet nature of Strawberry Valley with its 10+ mile meadow and vacation cabins dotted along its hillsides. Commercial areas already exist in Duck Creek Village 2 miles away and are meeting the day to day needs of the community. Local businesses are struggling due to the seasonal nature of their commerce. Adding an additional 10 acres of commercial property does not support existing and struggling commercial ventures in Duck Creek Village nor add anything of additional value to current property owners who oppose additional commercial development in this area. We do not want our valley to take on all of the problems and appearances of Duck Creek Village.

Rezoning property to Light Commercial property allows for any and all of the commercial uses which would be permitted under that classification and which may be more suited to a higher density neighborhood. Rezoning 10 acres of this Agricultural land to Light

Commercial property is a dramatic change to our valley and will present extreme negative impacts. We do not need or want Commercial development in our unincorporated rural valley. While Light Commercial is intended to have low to no impact on residential and agricultural zones, the ability to use this zoning change for all of the listed land uses would have a **huge** impact on our quiet peaceful valley.

#### **Road Maintenance and Commercial Development:**

There are rumors that Mr. Polnisch is interested in building a restaurant. This is not harmonious with surrounding properties. With a restaurant comes increased traffic, noise, litter, trash pickup, 24-hour lighting, increased effects from septic systems, dust, speed limit violations, odor, erosion and damage to access roads from delivery trucks and trash trucks, visitor traffic, creation of a parking lot, loss of privacy, visual blight, impacts to wildlife habitats, wildlife corridors, obtrusive scenic qualities, diminished neighboring property value, increase crime and property taxes, and a threat to aircraft traffic crossing the meadow. According to Kane County's restrictions for a restaurant, 9-13-6 under the regulations section, it states that a parking lot for a restaurant must provide 1 space for each 100 square feet of gross floor area, or 10 spaces minimum whichever is greater. The average restaurant is between 4000 and 5000 square feet which translates to 40-50 parking spaces. A building this size would measure 50 x 80 feet or 50 x 100 feet respectively. An average McDonalds restaurant is this size. A 50 x 60 square foot restaurant would require 30 parking spaces. A 2000 square foot restaurant (the size of an average Subway) would require 20 parking spaces. Parking lots need to be paved with a surfacing material of asphalt or concrete composition or 4 inches of ground road base. Who will be responsible for maintenance and repair to our internal subdivision dirt road? Will increased maintenance costs created on an internal subdivision road be assessed to our property tax bills? Who will maintain the required 6-foot-tall solid fencing separating commercial and residential properties?

#### **Duck Creek Zip Code Crime Statistics:**

We have limited ability to monitor our properties during the "off season." According to the website CrimeGrade.org., the latest 2023 crime statistics rate for Duck Creek Village zip code is very high. This area ranks in the 13<sup>th</sup> percentile for safety, meaning that 87% of other cities are safer per capita than Duck Creek Village. Among 106.1 reported crimes per 1,000 (including visitors) per standard year over 94% of the crimes are property crime (69.76%) or vandalism (25.01%) in the Duck Creek Village zip

code. Violent crime rate is 5.824 per 1000 during a standard year which is less than the Utah state average. We do not need to invite any more opportunities for property crime to our area with the addition of commercial development in our quiet neighborhood which was not zoned for commercial development. Perhaps we need additional police patrol and law enforcement in our zip code.

**Conflict of Interest:**

The trend in Kane County seems to be numerous property conversions from Agricultural to Commercial with zoning requests occurring quickly after acquisition. The political climate in this country is changing and favoring increased commercial and multi-residential development for the added benefit of generating tax revenue. A conflict of interest exists. Benefits to the county seem to be favoring development over representation of the existing tax base. I am hopeful that the County legislators are protecting the property rights and enjoyment of all of their property owners including those that do not have a voice in local development. "Out of Staters," who have no vote, provide a huge tax benefit to the County with the revenue earned from vacation homes, rentals, and property taxes on Cedar Mountain. Please do not ignore our concerns and protect the value and enjoyment of all of Kane County's property owners. Zoning changes do not always enhance the neighborhood.

The unjust windfall enjoyed by granting a zoning change for a property owner when the purchase price of the property was already reflected by the existing zoning restrictions, could be seen as an undeserved benefit especially when there is opposition to the zoning change. This would also serve as a precedent for future requests, undermining the purpose of zoning regulations to those that have already purchased neighboring properties.

Please **oppose** the request to rezone this property from AG to Light Commercial and support the multitude of tax payers in this valley who do not want commercial development.

Respectfully,

Kim Roth  
Attachment



Spring Flooding over Meadow Road. Photo taken from Strawberry Road looking toward Sleepy Meadow Lane. **Parcel 8-7-21-14A is on the right side of the road.**

Recently a new culvert was added under the road to control Willis Creek water supply, but water still floods across the meadow from meadow runoff.



This is a photo taken of flooding across Meadow Lane at the corner of Meadow Lane and Strawberry Point Road. Recently a new culvert was placed along Willis creek raising the road about 2 feet over the creek bed. This helps prevent overflow from the creek directly, but water runoff from the meadow still travels across Meadow Lane. Base leg's property is on the right side of Meadow Lane. The meadow property floods every year.





Daniel R. Shapiro  
5610 FELSPAR ST.  
Jurupa Valley, CA 92509  
(951) 361-2885

August 8, 2024

Kane County Land Use Office  
76 N. Main St.  
Kanab, UT 84741

Re: Opposition to proposed zone change  
Parcel 8-7-21-14A  
Base Leg 45 LLC  
August 14, 2024

Dear Commissioners:

When my father and the people he brought together developed this beautiful parcel of private property bounded by the National Forest, it was their intention to preserve the meadowland in its native state. So far their vision with only a couple of minor intrusions, two cabins, has survived. The meadowland has only one road across it. Wildlife safely populates it. People enjoy its tranquility and beauty.

All the development so far blends in with the forest. There is no need to destroy the meadowland.

If this particular parcel of land is zoned as commercial, there will be several problems: generally speaking, increased traffic, increased noise, disruption of the wildlife, destruction of the meadowland, intrusion upon the peace and quiet of the existing residents, and a significant safety issue with the landing pattern of the airstrip. The nature of the area will be degraded, and I think that will negatively affect property values and future tax income to the County.

There is no need to create a commercial zone in this location. Only a few miles up the road, Duck Creek Village already offers more than adequate commercial facilities. A dozen miles in the other direction at the junction of Hwy 89 and Hwy 14 Todd's Junction provides gas and a market. And 30 miles away there is Cedar City.

I have been here since I was a youngster in the 1960's, and I am currently a landowner in Strawberry Valley, where I will be personally affected by this.

Please deny this zone change.

Thank you for your attention.

Very truly yours,



Daniel R. Shapiro

-----Original Message-----

From: Donald Dexter <[dexterpac99@yahoo.com](mailto:dexterpac99@yahoo.com)>

Sent: Wednesday, August 7, 2024 12:26 PM

To: [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)

Subject: Strawberry Point Rd. Rezoning.

To whom this May Concern,

My name is Donald Dexter and I am a full-time resident at 2245 N Valley Crest Dr. (Ponderosa Pines Sub-division) Duck Creek Village Utah 84762 I am strongly opposed to the rezoning that is being requested in the Strawberry Point road area. My neighbors and I moved here for the rural environment we currently have. I drive by this location at least 2-3 times a day and would hate to have to look at commercial development there. I strongly oppose to any rezoning efforts. Any questions or concerns please contact me at

(702)480-9684

[dexterpac99@yahoo.com](mailto:dexterpac99@yahoo.com)

Sincerely,  
Donald Dexter

**From:** Myra Medina <mmedina6066@gmail.com>

**Sent:** Thursday, August 8, 2024 10:46 AM

**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)

**Subject:** Proposed Zone Change -10 Acres -Parcel #8-7-21-14 A Strawberry Valley

My husband and I are 13 year part-time residents, soon to become full-time residents of a home located in the Strawberry Valley Estates subdivision. I have been notified that the owners of the above said parcels (10 acres) located at the junction of Meadow Lane and Strawberry Point in Strawberry Valley Estates are seeking to obtain a zone change from agriculture to light commercial.

My husband and I would like to express our opposition to this request and respectfully ask that all involved in the decision making would reject the proposal. When we purchased our home 13 years ago we were told the area would never be used for commercial development. We are concerned as are other residents in the area, that once the gate to commercial development is opened there will be no turning back.

The area being proposed for a zone change is such a beautiful and unobstructed area. It is an area where people often stop to see the herds of antelope and deer. On my walks I have seen foxes, marmots and other wildlife. They come there because of the creek that fills up with water after the snow melts or during monsoon season. Drainage to meet construction requirements and infrastructure will not only displace wildlife, but will cause traffic congestion and take away from the beauty and peace that we all seek on the mountain.

One of the beautiful things that attracts people to the Duck Creek is the rural feel, unpaved roads and beauty of the area. Most of us are not opposed to another business as long as it is located in the village where we all go to shop, eat and support local businesses. By allowing commercial development to begin in an area that has been zoned residential since the beginning will slowly begin the process of turning the area into a concrete jungle on a mountain the like of Big Bear, California.

We thank you in advance for your consideration in this matter.

Mark & Myra Medina  
1774 E Gulf Stream Drive  
Duck Creek Village, Utah 84762  
(435) 682-3768

**From:** sherrylahearts <[sherrylahearts@gmail.com](mailto:sherrylahearts@gmail.com)>

**Sent:** Thursday, August 8, 2024 1:01 PM

**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)

**Subject:** Opposing zoning request

Good Afternoon,

I hope this letter finds you in good spirits.

I'm writing to advise you, the Zoning committee that we oppose the zoning change that has been requested.

The area in question should not be considered for any type of commercial zoning.

Has there been a environmental impact study?

This area also is an invaluable resource for the Pronghorn.

It appears to be in a flood zone, that is just my observation as a resident who views the area on a daily basis.

We are in this area for the sole purpose of tranquility and less city life.

Respectfully,

Charles & Sherryl Busch  
1635 N Valley Crest Duck Creek Utah

-----Original Message-----

From: Shawn Olson <[shawnpubguy@yahoo.com](mailto:shawnpubguy@yahoo.com)>

Sent: Tuesday, August 6, 2024 3:07 PM

To: [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)

Subject: Parcel 8-7-21-14A

Hello, I am writing in opposition to the conversion of this parcel from Agricultural to Commercial property. This is a residential area, it is also home to a lot of wildlife including the Pronghorn that migrate this area every summer.

There is a lot of property in the Color Country, Movie Ranch and the SR-14 corridor area that is already zoned commercial which is unused. I believe the current commercial property should be used before introducing any new commercial property into the area.

Shawn Olson  
1975 Jennifer Ct  
Duck Creek Village Ut 84762  
435-592-4928

**From:** John Turner <[jbturnerphoto@gmail.com](mailto:jbturnerphoto@gmail.com)>  
**Sent:** Tuesday, August 6, 2024 12:04 PM  
**To:** Shannon McBride <[smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)>  
**Subject:** rezoning protest letter re: parcel 8-7-21-14A

I am a cabin owner along Sleepy Meadow Lane and am writing to express my opposition to the proposed rezoning of Parcel 8-7-21-14A, the ten acre lot at the junction of Strawberry Point Road and Meadow Lane.

Two years ago, when our community protested Base Leg 45 LLC's proposal to rezone it to commercial you folks had the good sense to recategorize commercial status into three different categories and this parcel of land could be no more than light commercial, as I recall. The main objection to any further development whatsoever remains primarily the same: the dust and traffic on a weekend are already at a breaking point. Even after the dust abatement treatment that the County provides for us, the settled dust around that intersection looks like there's a cement factory nearby. Virtually every off-road vehicle, car and truck passes through that intersection and the thought of more traffic and dust is very concerning. Just while taking your trash to the bins, the taste of dust remains in your mouth all across that road. There is also the likelihood of this area flooding after a long winter and warm spring melt.', as we have seen in the past.

Many of us bought our properties to be in a mountain and forest setting, and now that stretch along Strawberry Point Road has taken on an industrial look with all those large metal storage buildings, so please consider the blight on the landscape that any potential rezoning would cause.

Other neighbors have also remarked that the proximity to the airport runway to this acreage is just an accident waiting to happen if these 10 acres are allowed to be developed with town homes, restaurants etc.

Thank you for your consideration.

Sincerely,  
John Turner  
Sleepy Meadow Lane.

**From:** Kevin Cashman <[kevinbarrycashman@gmail.com](mailto:kevinbarrycashman@gmail.com)>  
**Sent:** Monday, August 5, 2024 1:50 PM  
**To:** Shannon McBride <[smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)>  
**Subject:** Re: Opposition to rezoning of parcel 8-7-21-14a

Revised 8/5/2024

Shannon McBride

I am writing you to voice my opposition to rezoning of any properties in Strawberry Valley for commercial use. Most urgently I oppose the following proposed zoning change:

**Zone Change/Ordinance 2024-21: Base Leg 45 LLC** An application for a zone change from Agricultural (AG) to Light Commercial (LC) for parcel 8-7-21-14A, located near Strawberry Point Road and Meadow Lane. Submitted by Susan Polnisch.

I am a property owner in Strawberry Valley. A big part of my decision to buy in Strawberry Valley was the lack of commercial properties. Setting a precedent for residential or agriculture zoning changes to commercial could drastically change the peaceful nature of the valley. Additionally, This particular agriculture lot is directly in the migration path of a sizeable heard of antelope. This fact alone should require extra consideration of the potential impact that such zoning changes would have on wildlife. Please preserve Strawberry Valley for residential uses only.

Thank you for your consideration.

Respectfully,

Kevin Cashman  
1515 E Gulfstream Drive  
Duck Creek Village, UT 84762

**From:** Kayla Hurst <[kayhurst4@yahoo.com](mailto:kayhurst4@yahoo.com)>  
**Sent:** Monday, August 5, 2024 3:26 PM  
**To:** [smcbride@kane.Utah.gov](mailto:smcbride@kane.Utah.gov)  
**Subject:** Opposing commercial zoning in Strawberry

Hello,

I am unable to attend the in person meeting but wanted to ensure that my opinions were expressed. We are opposing the rezoning of the meadow area in Strawberry from residential to commercial. This is a quiet area of the mountain and most of us bought because it was further away from the village. I am not against growth but keep it in the Village or further away from our homes. I understand that they are considering an RV park which is worrisome. We have already seen so much change on the mountain over the years and I fear that will attract those that do not respect the area. Airbnb's are already proving this, Please consider our opinions and move the commercial areas to one of the other areas where there are less people affected.

Thank you,

Kayla Hurst

**From:** Gayle Cichocki <[gdmaddog@yahoo.com](mailto:gdmaddog@yahoo.com)>

**Sent:** Saturday, August 3, 2024 6:51 PM

**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)

**Subject:** Rezoning Strawberry Meadow in Duck Creek Village

To Whom it may concern,

In reference to parcel 8-7-21-14A in Strawberry Meadow, off highway 14. I am vehemently against the rezoning of the agricultural zone property to a commercial zone. It will serve no purpose other than to increase traffic in the area and reduce the value of single family homes already established in the valley. Since the current owners have not disclosed to what purpose the land will be used I cannot support rezoning.

Respectfully,

Gayle D. Cichocki

Ruby A Cichocki

1680 E. Ponderosa View Loop  
Duck Creek Village, UT 84762

**From:** Susan Koehl <[suko3@juno.com](mailto:suko3@juno.com)>  
**Sent:** Saturday, August 3, 2024 8:46 PM  
**To:** [smcbride@kane.Utah.gov](mailto:smcbride@kane.Utah.gov)  
**Subject:** Parcel 8-7-14A Zone Change

Hello,

Thank you for the opportunity to voice my concerns over the proposed zone change for Parcel 8-7-21-14A from Agriculture to Light Commercial.

I purchased 3 lots in Strawberry because I love the peace, tranquility and seeing animals. Over the years, it has gotten less peaceful

and you do not see as many animals, but I still love it. I do not go to the mountain to live the city life, I do not go there to eat at restaurants but there are plenty to choose from in the area around Duck Creek.

This person as far as I know, the owner has not disclosed their plans, but by changing the zoning, the door is opening up

to create Cedar City on the mountain. There are plenty of commercial spaces available near the village.

Please consider most of your tax payers like myself, purchased property in Strawberry because of the of the beautiful meadows and consider keeping commercial zoning in areas that do not ruin the entire reason for going to Duck Creek in the first place.

Thank you again.  
Susan Koehl  
702.569.9078

-----Original Message-----

From: Laura D'Amore <[laura@lauradamore.com](mailto:laura@lauradamore.com)>

Sent: Sunday, August 4, 2024 12:00 AM

To: Shannon McBride <[smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)>

Subject: SVE

This is in regards to the proposed re-zoning at Meadow & Strawberry .... This road is way too busy now. Cars and quads that use it to get to Strawberry Point... or all the homes at Zion / Strawberry point past Dixie. We know the commercial intent of this land and the disregard for anything other than the almighty dollar and new tax dollars it would bring . Commercial would not only destroy the natural beauty of this area, not to mention the amount of wild life here, but it would also be a hazardous area with light commercial and the already significant amount of traffic on this small road in what is a residential area.

**From:** Robin Wright <[robin@mrs patio.com](mailto:robin@mrs patio.com)>  
**Sent:** Sunday, August 4, 2024 11:41 AM  
**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)  
**Subject:** Zone Change

To whom it may concern,

My property is at 8850 sleepy meadow lane and I totally vote AGAINST this zone change. As a property owner there are reasons why I have purchase here at strawberry, of course of the view of the meadow and all the precious deer and antelope and the creek running in the winter.. Once this happens we lose some of that and this creates more traffic which none of us would want to deal with.

I so wish I could attend this meeting but, as most of us work during the week....

Sincerely  
Robin Wright  
702-682-9810

**From:** Deb and Darrin Whetstone <[debanddarrin@aol.com](mailto:debanddarrin@aol.com)>

**Sent:** Tuesday, July 30, 2024 9:06 AM

**To:** Shannon McBride <[smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)>

**Subject:** Proposed Zone Change parcel 8-7-21-14a

Good morning, I live at 1990 SleepyMeadow Lane, and have so for almost 20 years. The above mentioned proposal for a zone change of 10 acres in our little "neighborhood" is an insult to common sense!! The proposed changes WILL NOT be compatible for the residential area in any way. PLEASE DENY THIS REQUEST. The property was purchased AG and should remain that way. The owner's greed will greatly affect all of our qualities of life with increased traffic, noise, pollution and dust.

Thank you,

Darrin Whetstone

1990 SleepyMeadow Lane

702 600-5760

## Shannon McBride

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**From:** Steve Cuthbert <stevecuth@gmail.com> on behalf of Steve Cuthbert  
**Sent:** Monday, August 5, 2024 10:05 AM  
**To:** smcbride@kane.uta; smcbride@kane.utah.gov  
**Cc:** Steve Cuthbert  
**Subject:** Proposed zone change for junction of Meadow Lane and Strawberry Point Road

Regarding the proposed zone change, I am unable to attend the public hearing so I am sending my opinion in this email.

My family and I own property in the area and we are fully against this proposed zone change. We purchased property in this area precisely to get away from commercial development. Allowing commercial development will detract from the experience we currently have on the mountain. We have invested a lot of time and resources into our property and feel this proposal will detract from that. I am sure the same feeling goes for the majority of property owners in the area. I would be willing to pay increased property tax if that is what is needed to avoid this zone change.

My hope is that the will of the people will be respected in this matter, and that the current environment we enjoy on the mountain will not be sacrificed for this proposed commercial development.

Thank you for the opportunity to comment on this proposal. I can be reached at [stevecuth@gmail.com](mailto:stevecuth@gmail.com) or 801-230-6989 if you have any questions or need further information.

Regards,  
Steve Cuthbert  
35 S Solitude Tr

**From:** [kbowler@embarqmail.com](mailto:kbowler@embarqmail.com) <[kbowler@embarqmail.com](mailto:kbowler@embarqmail.com)>

**Sent:** Wednesday, August 7, 2024 6:48 PM

**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov); [kbowler@embarqmail.com](mailto:kbowler@embarqmail.com)

**Subject:** Re: Documents Updated for Kane County Planning and Zoning Commission

Re: Strawberry Valley proposed 'light' commercial zone change - Base Leg LLC

Ms. McBride,

If you would be so kind as to reply to this email to acknowledge receipt of our message below it would be most appreciated.

Thank you for all of your efforts and consideration.

-Kim

August 7, 2024

To Whom It May Concern:

We as homeowners in the Strawberry Valley community are writing **FOR THE SECOND TIME NOW** to express our **extreme disapproval and great concern** for proposed (and those not yet proposed) **changes of agricultural (or any existing designation) to commercial zoning, 'light' or otherwise, in Strawberry Valley.**

**Commercial zone changes – 'light or otherwise', regardless of the business type, will most certainly unreasonably and unfavorably impact us and all of our neighbors, as homeowners.**

-

Like our neighbors, after doing our due diligence and extensive research we chose to purchase our (owner occupied) property in Strawberry Valley because of the **residential (agricultural) zoning**. There are plenty of **currently commercially zoned areas** in the area: 'The Village', Hwy 89, Orderville, Cedar City etc. which allow for additional businesses in consideration of any desired commercial growth. Potential future residents are able to determine whether they wish to purchase their homes and/or property in areas zoned as such and we should be given the same protection, having done our own due diligence as well.

**The approval of ANY type of commercial rezoning of ANY property in Strawberry Valley will open the door for all types commercial businesses, within our RESIDENTIAL (agricultural) neighborhood.**

If approved, **this irresponsible decision** would adversely impact our homeowner's quality of life by bringing safety concerns, additional noise and light pollution, trash, traffic, dust, more non-property owners driving through and disturbing the peace in our residential neighborhoods, etc. There are already more than enough problems with the uncontrolled rental properties.

In addition and although our elected officials may not care or consider them to be an issues other factors which would negatively affect our residents would be property values (**especially for those unlucky / unfortunate enough to be the closest to the area and who also did their due diligence prior to purchasing their homes and/or land on which to build a future home**) and ruining and/or blocking scenic views and wildlife we all considered in moving to this **residential** area.

Although this is now a 'new matter' please consider all of those who voiced their concerns verbally and/or in writing the last time this issue was up for hearing on this same property/owner. As many are not residents many homeowners are unaware unless they are close enough to have received a letter, and think they have already voiced their concerns on this matter. Understanding the previous letters/calls/emails are not considered here, common sense only dictates that the property owners **DO NOT WANT THIS ZONE CHANGE!**

We ask that the **responsible decision** be made for proposed commercial properties to remain in those many areas currently zoned for the same.

Thank you for your time and serious consideration.

-Barry and Kimberley Bowler

-702-379-3403

-435-682-2333

**From:** Linda Stinar <[stil0@aol.com](mailto:stil0@aol.com)>  
**Sent:** Friday, August 9, 2024 12:00 PM  
**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)  
**Subject:** Opposition to Rezoning Request by Base Leg 45 LLC, Parcel 8-7-21-14A

Dear Planning and Zoning Commissioners:

We are 16 year property owners in Strawberry Valley, 1985 N Circle Drive, and are writing you to let you know we are opposed to the zone change request by Base Leg 45 LLC from Agricultural (AG) to Light Commercial (LC) by Ordinance 2024-21.

This property owner attempted to rezone this parcel to Commercial back in 2022, which this Commission denied. It was listed for sale prior to the 2022 rezoning request and it continued to be listed for sale after the rezoning request was denied. The owner testified before this Commission in 2022 that he wants to develop an airport themed restaurant. If that is the case, then why has this property been listed for sale?

This 10 acre parcel is directly adjacent to another 10 acre property that is zoned as residential and is located on the corner of Strawberry Point Rd and Meadow Lane. Since the creek flows through this parcel along Strawberry Point Rd it appears the entrance to this parcel would most likely be off Meadow Lane which sometimes floods in the spring due to snow melt. The acreage in this meadow is considered swamp land by residents since it is wet for many months after the snow melts. Kane County's General Plan for the Physical Development of the Unincorporated Area Pursuant to Section 17-27a-403 of Utah State Code Amended August 2018 states that "Residential or commercial land uses which require large investments in infrastructure such as roads, water, waste disposal, schools, and so on, cannot occur on a land base where such services are not available." (pg 10 Sec. 2). This Commission should be aware of any major investments that would need to be made to develop this land commercially.

There are no commercial enterprises in Strawberry Valley and I am not aware of any needs to have commercial businesses in the immediate area. Duck Creek Village has commercial businesses that Strawberry Valley residents use and those businesses can use all the business they can get.

My last concern is regarding safety. Pilots who fly their planes out of the high altitude Strawberry Valley Airport may fly as low as 50 feet over this acreage during certain wind conditions to avoid dangerous down drafts. Since structures as tall as 35 feet could be built on this property if rezoned, this presents a serious danger to pilots, passengers, and people on the ground. It is my understanding, from other property owners who purchased their land from the original developer, were told that this meadow area would never be developed. With the airport in the same meadow, it makes total common sense to never develop this land.

I respectfully request that the Commission oppose the request to rezone this property as Light Commercial.

Sincerely,

Jim and Linda Stinar  
1985 N Circle Drive

**From:** eileen walsh <[ewalsh007@hotmail.com](mailto:ewalsh007@hotmail.com)>  
**Sent:** Wednesday, August 14, 2024 8:32 AM  
**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)  
**Subject:** Proposed change Sleepy Meadow Lane

To whom it may concern,

I am The E in JL-TED LLC who owns property at 2210 Sleepy Meadow Ln and 2190 Sleepy Meadow Ln. Our family strongly opposes any type of commercial usage at the corner of Sleepy Meadow Ln and Strawberry Point rd. We feel that it should remain zoned agricultural. The amount of traffic has already grown exponentially due to more and more building in our area. The antelope use the runway and lots along those roads to travel daily. Any change would cause unwanted disturbances for us and the wildlife.

To summarize, We Strongly Oppose rezoning of lots at Sleepy Meadow lane and Strawberry Point road.

Thank you for your time,  
Eileen Walsh  
2210 Sleepy Meadow Ln  
702-277-0007

**From:** Steve Mayer <[stevewndr11@gmail.com](mailto:stevewndr11@gmail.com)>  
**Sent:** Wednesday, August 14, 2024 8:43 AM  
**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)  
**Subject:** Strawberry valley rezone

As a homeowner at 2210 SSleepy Meadow Lane I strongly oppose the rezoning of the parcel near us on Sleepy Meadow Lane and Strawberry Point Road.

There is way too much building already and the Antelope heard is already being harassed by unleashed dogs and a lot of traffic.

--

Thanks,

Steve Mayer  
702-596-3926  
1900 Stonehaven Circle  
Las Vegas, NV 89108

## Wendy Allan

---

**From:** thomas G <georgi1tom@gmail.com> on behalf of thomas G  
**Sent:** Tuesday, August 13, 2024 8:34 PM  
**To:** Shannon McBride; cshepherd@kane.utah.gov; wallan@kane.utah.gov  
**Subject:** Strawberry Zoning Change Proposal

Hello,

I'm a landowner in Strawberry Point and understand that there is a public hearing to hear zoning changes on the Agenda for August's board meeting. I am writing to you to see if there is a possibility that I can attend through a Zoom or Team's meeting.

If that is possible, please reply to this email with the time and link to the meeting.

If there isn't a chance to attend in one of these ways, I want to voice my concerns in the form of this email. I sincerely oppose any zone changes to the area due to the impact that it will bring to my property and the community that lives in the area.

Any changes to the zoning will impact the natural wildlife in that area, increase the traffic raising poor air quality, along with noise and light pollution. Many of the reasons that I have purchased this family cabin in this specific area.

I look forward to hearing from you!

Sincerely,

Thomas Georgi

2085 Sleepy Meadow Lane

Duck Creek Village, Strawberry Valley

702-498-1575

**From:** rick mulconrey <[tazmn20@yahoo.com](mailto:tazmn20@yahoo.com)>

**Sent:** Tuesday, August 13, 2024 2:15 PM

**To:** [smcbride@kane.utah.gov](mailto:smcbride@kane.utah.gov)

**Subject:** Ordinance Change Meadow Lane Strawberry Point Road

This email is to address the Public Hearing being Held August 14, 2024 at the Kane County Courthouse regarding the ordinance change for the area of Meadow Lane and Strawberry Point Road.

As previously stated, and strongly reiterating again we DO NOT want this area to be changed to commercial.

This would increase traffic, increase noise levels, change the mountain look and impact wildlife. The mountain is a getaway from the hustle and bustle of everyday life and we want it unchanged.

Richard and Cheryl Mulconrey  
1660 Centurion Circle  
Strawberry

**Shannon McBride**

---

**From:** Steve Mayer <stevewndr11@gmail.com> on behalf of Steve Mayer  
**Sent:** Wednesday, August 14, 2024 8:43 AM  
**To:** smcbride@kane.utah.gov  
**Subject:** Strawberry valley rezone

As a homeowner at 2210 SSleepy Meadow Lane I strongly oppose the rezoning of the parcel near us on Sleepy Meadow Lane and Strawberry Point Road.

There is way too much building already and the Antelope heard is already being harassed by unleashed dogs and a lot of traffic.

--

Thanks,

Steve Mayer  
702-596-3926  
1900 Stonehaven Circle  
Las Vegas, NV 89108

August 13, 2024

Kane County Planning and Zoning Commission  
Kanab, Utah

Re: Proposed zoning change from AG to C-1 (ordinance 2024-21)  
On behalf of Base Leg 45 LLC, parcel 8-7-21-14A  
Containing 10 acres, near Strawberry Point Road and Meadow Lane

Dear Zoning Board Members:

This is Mr. Polnisch's second attempt to rezone this property. According to tax records, he acquired this property 6/23/2021 and the Warranty Deed was recorded 7/12/2021. Within 8 months he was already trying to rezone his property from AG to Commercial. The community strongly opposed this zoning change. He had voiced that he was not bound by the CC&Rs that the rest of the community legally had to follow since none had been placed on his property. Could that be because it was to remain Agricultural land from the beginning of its initial acquisition over 40 years ago? All other property subdivisions in Strawberry Valley are bound by CC&Rs.

**Promise of Meadow Preservation:**

I am writing to you as a property owner impacted by this proposed zoning change. I strongly **oppose** this rezoning of AG property to Light Commercial. Our family was fortunate enough to purchase our property when it was first subdivided by the reputable Mr. Pringle more than 30 years ago. We were told that the above property in question was zoned as Agricultural property and would never be developed. This is one of the reasons our family chose our specific lot. At the time of the original subdivision, there were a few lots identified in Strawberry Valley as Commercial lots and this was not one of them. One could surmise that this property was purposely intended to remain as Agricultural land or it would have been divided in the days of early subdivisions in Strawberry Valley. Subdivision land purchases were driven by this information. All of the subdivisions in the Ponderosa Villa, Strawberry Pines, and Strawberry Valley area are zoned as R ½ or R 1 properties, with the exception of the Strawberry Valley Estates Airport runway. Sadly, a recent zoning change of a neighboring property was

approved by the Commissioners in direct conflict with the CC&Rs of that property and in direct conflict with the CC&Rs of the entire subdivision and its properties. Legal Counsel has provided written notification to that property owner stating that any deviation from the CC&Rs of that property will be met with legal action.

The area wide plan for Kane County included appropriate areas for **permanent** agricultural property, wildlife grazing and open space uses to allow others to enjoy the aesthetic beauty of meadow acreage. Mr. Pringle and Mr. Farney assured buyers that this property was one of those areas. The vision was to preserve the meadow for all to enjoy. For the same reason, the Forest Service does not prepare camping sites on Forest Service properties in open meadows, but rather along the edges of the meadow under the cover of trees.

#### **Airport Safety Concerns:**

The above-mentioned meadow property is in the direct pathway of the "High Altitude" Strawberry Valley Airport. Aircraft are piloted very low over this meadow during take-offs and landings with vertical clearances as low as 50 feet (for safety reasons) over this meadow property. Photos of low flying aircraft can be provided. First and foremost, safety concerns about converting a 10-acre meadow property to a 10-acre Light Commercial property which is in the direct approach to a landing strip less than ½ mile away present significant, and justifiable alarms. This is already a safety concern for property owners neighboring the approach to the runway and the thought of structures being built on this property is frightening. The FAA has been notified regarding this safety concern.

#### **Traffic patterns and Enforcement:**

Aside from airport public safety issues, this rezoning request has extreme impacts to the community and neighboring properties. This parcel is surrounded on 3 sides by Residential properties and on the 4<sup>th</sup> side by Agricultural and Forest Service land. Access to this property is limited to an internal road in the subdivision. To rezone from a 10-acre Agricultural Parcel to a 10-acre Light Commercial Property in our subdivision qualifies as "spot zoning." The only access to this 10-acre property is off of an **internal road (Meadow Lane)** in the subdivision about ¾ of a mile from the 14 Highway turn off. Meadow Lane is a dirt road and is the primary access road to properties in Plat A, Plat B and Plat E which have over 100 properties. There are a dozen properties on the west side of the

Strawberry Valley in relation to this property before even reaching Meadow Lane. That fact alone supports the argument that this would be a “spot zoning” request. This property is in the middle of residential zoning. Local properties owners should not have to compete with traffic generated by a commercial property. I believe this request was denied in 2022 because of the concern for “spot zoning.” Commercial properties are generally located along paved highways with direct, roadside access. This property does not meet that criterion. It is not along a highway. Access to the property is along an internal subdivision dirt road crossing the middle of the meadow.

**Flooding:**

Flooding is a problem in this area. Stretches of this meadow flood in the late Spring and early summer months every year. Even with the drier winter this year, Meadow Lane (dirt road) was flooded in May. A new culvert was placed across Willis Creek this year which raised the road across the creek 2 feet to help capture the runoff from the creek, but the meadow run-off still floods across the road. Attached is a photo of typical Springtime run-off flooding where Meadow Lane meets Strawberry Point Road. This meadow is referred to as “swamp land” by the adjoining property owners.

**Negative Impacts:**

Aside from the aforementioned issues, the potential negative impacts from a rezoning approval are numerous.

The Duck Creek area code, 84762, boasts a total resident population of 200 people, for an area that covers 225 square miles. I believe that places Strawberry Valley in the category of rural, **low-density** use. This zoning change request is not in harmony with the peaceful and quiet nature of Strawberry Valley with its 10+ mile meadow and vacation cabins dotted along its hillsides. Commercial areas already exist in Duck Creek Village 2 miles away and are meeting the day to day needs of the community. Local businesses are struggling due to the seasonal nature of their commerce. Adding an additional 10 acres of commercial property does not support existing and struggling commercial ventures in Duck Creek Village nor add anything of additional value to current property owners who oppose additional commercial development in this area. We do not want our valley to take on all of the problems and appearances of Duck Creek Village.

Rezoning property to Light Commercial property allows for any and all of the commercial uses which would be permitted under that classification and which may be more suited to a higher density neighborhood. Rezoning 10 acres of this Agricultural land to Light

Commercial property is a dramatic change to our valley and will present extreme negative impacts. We do not need or want Commercial development in our unincorporated rural valley. While Light Commercial is intended to have low to no impact on residential and agricultural zones, the ability to use this zoning change for all of the listed land uses would have a **huge** impact on our quiet peaceful valley.

**Road Maintenance and Commercial Development:**

There are rumors that Mr. Polnisch is interested in building a restaurant. This is not harmonious with surrounding properties. With a restaurant comes increased traffic, noise, litter, trash pickup, 24-hour lighting, increased effects from septic systems, dust, speed limit violations, odor, erosion and damage to access roads from delivery trucks and trash trucks, visitor traffic, creation of a parking lot, loss of privacy, visual blight, impacts to wildlife habitats, wildlife corridors, obtrusive scenic qualities, diminished neighboring property value, increase crime and property taxes, and a threat to aircraft traffic crossing the meadow. According to Kane County's restrictions for a restaurant, 9-13-6 under the regulations section, it states that a parking lot for a restaurant must provide 1 space for each 100 square feet of gross floor area, or 10 spaces minimum whichever is greater. The average restaurant is between 4000 and 5000 square feet which translates to 40-50 parking spaces. A building this size would measure 50 x 80 feet or 50 x 100 feet respectively. An average McDonalds restaurant is this size. A 50 x 60 square foot restaurant would require 30 parking spaces. A 2000 square foot restaurant (the size of an average Subway) would require 20 parking spaces. Parking lots need to be paved with a surfacing material of asphalt or concrete composition or 4 inches of ground road base. Who will be responsible for maintenance and repair to our internal subdivision dirt road? Will increased maintenance costs created on an internal subdivision road be assessed to our property tax bills? Who will maintain the required 6-foot-tall solid fencing separating commercial and residential properties?

**Duck Creek Zip Code Crime Statistics:**

We have limited ability to monitor our properties during the "off season." According to the website CrimeGrade.org., the latest 2023 crime statistics rate for Duck Creek Village zip code is very high. This area ranks in the 13<sup>th</sup> percentile for safety, meaning that 87% of other cities are safer per capita than Duck Creek Village. Among 106.1 reported crimes per 1,000 (including visitors) per standard year over 94% of the crimes are property crime (69.76%) or vandalism (25.01%) in the Duck Creek Village zip

code. Violent crime rate is 5.824 per 1000 during a standard year which is less than the Utah state average. We do not need to invite any more opportunities for property crime to our area with the addition of commercial development in our quiet neighborhood which was not zoned for commercial development. Perhaps we need additional police patrol and law enforcement in our zip code.

**Conflict of Interest:**

The trend in Kane County seems to be numerous property conversions from Agricultural to Commercial with zoning requests occurring quickly after acquisition. The political climate in this country is changing and favoring increased commercial and multi-residential development for the added benefit of generating tax revenue. A conflict of interest exists. Benefits to the county seem to be favoring development over representation of the existing tax base. I am hopeful that the County legislators are protecting the property rights and enjoyment of all of their property owners including those that do not have a voice in local development. "Out of Staters," who have no vote, provide a huge tax benefit to the County with the revenue earned from vacation homes, rentals, and property taxes on Cedar Mountain. Please do not ignore our concerns and protect the value and enjoyment of all of Kane County's property owners. Zoning changes do not always enhance the neighborhood.

The unjust windfall enjoyed by granting a zoning change for a property owner when the purchase price of the property was already reflected by the existing zoning restrictions, could be seen as an undeserved benefit especially when there is opposition to the zoning change. This would also serve as a precedent for future requests, undermining the purpose of zoning regulations to those that have already purchased neighboring properties.

Please **oppose** the request to rezone this property from AG to Light Commercial and support the multitude of tax payers in this valley who do not want commercial development.

Respectfully,  
Arcadio Lara

Attachment



Spring Flooding over Meadow Road. Photo taken from Strawberry Road looking toward Sleepy Meadow Lane. **Parcel 8-7-21-14A is on the right side of the road.**

Recently a new culvert was added under the road to control Willis Creek water supply, but water still floods across the meadow from meadow runoff.

# ITEM # 4

Kane County Ordinance No. O 2024-14 an Ordinance  
Revising Kane County Land Use Ordinance Chapter  
21 Subdivision to Become Compliant with Utah Code  
12-27a-604.1.

# KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: August 27, 2024

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2024-14

Description: An ordinance revising Kane County Land Use Ordinance Chapter 21 Subdivision to become compliant with Utah code 12-27a-604.1.

Attachments: Ordinance 2024-14

Dept. Head/Owner: Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes:

## CHAPTER 21 SUBDIVISION REGULATIONS

### ARTICLE A. GENERAL PROVISIONS

#### 9-21A-5: DEFINITIONS:

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Administrative Land Use Authority: The administrative land use authority in Kane County, Utah is the Land Use Administrator.

Kane County Infrastructure Construction Design Standards: Subdivision and improvement design standard guidelines for Kane County.

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### ARTICLE B. SUBDIVISION CREATION AND ENFORCEMENT

#### 9-21B-4: BUILDING PERMITS:

A

2. The Preliminary Plat and Kane County Infrastructure Design Standards Construction-Plans shall be approved by the Administrative Land Use Authority and Kane County Engineer, respectively.

4. The developer provides a "hold harmless" agreement, acceptable by Kane County, that the developer takes all liability in connection with the building of two (2) homes which may not be used or occupied for any reason prior to the completion and approval of the infrastructure and the developer shall: a) not seek to obtain a certificate of occupancy until the infrastructure is completed and approved by the Kane County Engineer; b) not sell, transfer or take a reservation on the property until the infrastructure is completed and approved by the Kane County Engineer; and c) will not hold Kane County liable for any costs or damages resulting in connection with the developer starting construction on the building regardless of the final outcome of the overall project. The Kane County Land Use Administrator and County Engineer have the authority to hold off signing a building permit if they have concerns for public safety or the safety of Kane County employees or equipment. If there are safety concerns Kane County staff must release a report to the developer stating the reasons why the permit cannot be obtained at the time of the request, and the Kane County Commission notified. (Ord. O-2017-11, 7-17-2017)

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### ARTICLE D. PRELIMINARY PLAT

#### SECTION:

9-21D-5: Administrative Land Use Authority Approval

**9-21D-1: GENERAL REQUIREMENTS:**

A complete application for preliminary plat review containing all required materials as stated in 9-21D-2 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:**

**Submittal Item:**

Eng.    Cty.

- Drawings comply with Utah Code 17-23-17
- (1) 24" X 36" & (2) 11" X 17" Copies of Preliminary Plat
- Digital copy of Preliminary Plat
- (1) Copy of on-lot disposal report
- Kane County/Developer Agreement
- Application for PUD Subdivision
- Location and vicinity map
- Conceptual Site Plat
- Draft Development Agreement (as applicable)
- Soils maps & reports
- Statement of taxes due
- Lender's Consent
- Signed proposed deed restrictions
- Summary statement
- Letters of feasibility
- Affidavit that applicant is the owner or holds power of attorney authorized by the owner, in writing to make application for the land proposed to be subdivided
- Articles of Incorporation (LLC, Partnership or Corp.)
- Title Report

- Engineer's Cost Estimate
- Electronic Version of plat (PDF)

**Drawing Requirements:**

- Area map showing area + ½ mile
- Traverse map of subdivision
- Lot and Street Layout
- Dimensions of all lots
- Total acreage and legal description
- Lots numbered consecutively- include PUD zoning label
- Locations & names of existing & proposed easements
- Existing & proposed street names
- Drainage direction for existing & proposed streets
- Drawn to scale not less than one inch equals fifty feet (1" = 50'), 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.
- All fence lines
- Heavily-wooded areas located
- Site to be reserved or dedicated for open space
- Dedicated Public Space
- Signature blocks

**Overall Site Plan Requirements:**

- Future Street layout for area not being subdivided
- Water courses and proposed drainage systems
- 100 year flood boundaries
- Existing buildings, easements or utilities within 200 feet

- Location and size of proposed utilities
- Any other covenants, easements or restrictions
- Location and spacing of proposed fire hydrants
- Location of postal cluster box

Summary Statement Proposal

- Total development area
- Number of proposed dwelling units
- Number of proposed multi-residential units
- Total number of square feet in non-residential floor space
- Amount of water per lot
- Estimated gallons per day of sewage
- Survey notes of perimeter survey

Letters of feasibility, as applicable

- Water System SWPHD or UDEQ
- Sewage Treatment from SWPHD or UDEQ
- Telephone
- Electrical
- Solid Waste Disposal
- Access from UDOT or Kane County
- Addressing & Roads - Kane County GIS
- Postmaster
- Others (as applicable)

Acknowledge by signing below that you have reviewed the preliminary plat and all checklist items.

**Prepared by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Professional Engineer Stamp, Signature, Date**

Kane County Review by: \_\_\_\_\_ Date: \_\_\_\_\_

~~☐ Accepted for review. See attached review for comments and items to address.~~

~~☐ Incomplete application. Missing or deficient items noted below.~~

\_\_\_\_\_  
\_\_\_\_\_  
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- ~~—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 (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 T the preliminary plat application and all documentation will be reviewedhas 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. 17-27a-509.5. Review for application completeness -- Substantive application review.

A. Kane County Administrative Land Use Authority shall, in a timely manner, determine whether a land use application is complete for the purposes of subsequent, substantive land use authority review.

B. After a reasonable period of time to allow the county diligently to evaluate whether all objective ordinance-based application criteria have been met, if application fees have been paid, the applicant may in writing request that the county provide a written determination either that the application is:

- 1. complete for the purposes of allowing subsequent, substantive land use authority review; or
- 2. deficient with respect to a specific, objective, ordinance-based application requirement.

C. Within 30 days of receipt of an applicant's request under this section, the county shall either:

- 1. mail a written notice to the applicant advising that the application is deficient with respect to a specified, objective, ordinance-based criterion, and stating that the application must be supplemented by specific additional information identified in the notice; or
- 2. accept the application as complete for the purposes of further substantive processing by the land use authority.

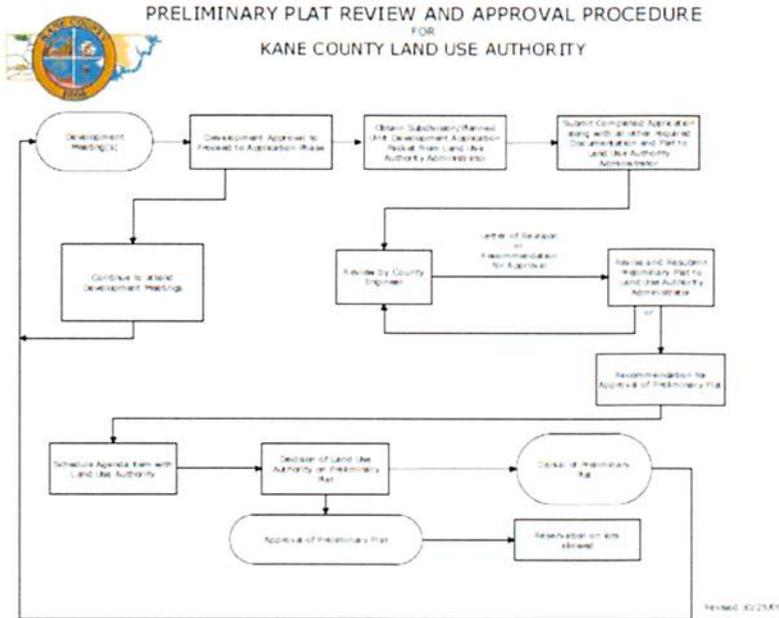
D. If the notice required by Subsection (1)(c)(i) is not timely mailed, the application shall be considered complete, for purposes of further substantive land use authority review.

E. Each land use authority shall substantively review a complete application and an application considered complete and shall approve or deny each application with reasonable diligence.

F. After a reasonable period of time to allow the land use authority to consider an application, the applicant may in writing request that the land use authority take final action within 45 days from date of service of the written request.

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

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

A. The Kane County Administrative 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 he/she 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 Administrative Land Use Authority disapproves a preliminary plat, it shall be stated, 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)

2013, eff. 11-19-2013)

**9-21D-6: SITE CONSTRUCTION:**

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

**9-21E-9: VACATING OR AMENDING A SUBDIVISION OR PLANNED UNIT DEVELOPMENT PLAT:**

**3. If the application for an amended plat includes a request to further subdivide or to create any additional lots, the application may only be approved if:**

**c. The amended plat is not a lot joinder which shall remain one lot once joindedjoined together.**

**ARTICLE E. FINAL PLAT**

**9-21E-5: Administrative** Land Use Authority Review

**9-21E-6: County Commission Review**

**9-21E-76: Final Plat Recording**

**9-21E-8 7: Final Plat Distribution**

**9-21E-98: Vacating Or Amending A Subdivision Or Planned Unit Development Plat**

**9-21E-10:9 Final Plat Approval Procedure**

**9-21E-1: GENERAL:**

A. A final plat may be submitted once all provisions of article D, "Preliminary Plat", of this chapter have been met. The final plat of the subdivision or planned unit development may encompass all or part (see phased development) of the preliminary plat. The final plat shall be presented to the Kane County **Administrative** land use authority for review within one year after preliminary plat approval, otherwise preliminary plat approval shall be withdrawn and reapplication will be required.

B. The submitted final plat shall conform in all major respects to the preliminary plat as previously approved and/or modified by the Kane County **Administrative** land use authority.

**9-21E-2: PHASED SUBDIVISION AND PLANNED UNIT DEVELOPMENTS:**

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~~A.~~ ~~A.~~ The final platting of subdivisions can be done in phases. ~~Pand P~~planned unit developments can be done in phases. Each phase in a planned unit development shall consist of a minimum of 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.

### **9-21E-3: ACCEPTANCE OF STREETS AND OTHER PUBLIC LAND DEDICATION:**

Acceptance of dedication of proposed public lands or street right of way in an approved plat can be made only by the Kane County commissioners. Plat approval will be deemed as acceptance of dedication unless streets and other public spaces are shown as "not intended for dedication". (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

### **9-21E-4: REQUIRED GENERAL SUBMISSION ITEMS:**

A. Administrative:

1. Mylar copy of approved final plat (for signatures);
2. Four One (1) copyies of approved and signed final plat;
3. Four (4) One (1) copies of approved construction drawings and documents;
4. Stormwater pollution prevention plan;
5. Three (3) One Copy (1) copyies of executed development agreement;

3. istance, length;
4. Excluded parcels marked as such;
5. All streets to be named;
6. Bearings and distances of all streets;
7. Parcels not included marked NAPOTS;
8. Adjacent streets shown and dimensioned;
9. Adjacent fences shown;
10. All easements to be labeled and dimensioned;
11. All land with boundaries to be accounted for;
12. All dimensions to be to 0.01' and 0'000'00;
13. Location of perc test trenches;
14. Name of subdivision;
15. North arrow;
16. Basis of bearing;

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17. Name and address of owners of record;
18. Total acreage of subdivision;
19. Total number of lots;
20. Legal description of entire subdivision;
21. Township, range, section and quarter section;
22. Graphic scale;
23. Required monuments;
24. County Engineer's signature block;
25. County surveyor's signature block;
26. County Attorney's signature block;
27. **Administrative** Land Use Authority's signature block;
- ~~28. County Commission's signature block;~~
29. Signature(s) of owner(s) (notarized) block;
30. County Recorder's recording block;
31. Lender's signature block (or "consent to plat" form);
32. Surveyor's certificate;
33. Culinary water authority signature block;
34. Sanitary sewer authority signature block;
35. Kane County GIS/Addressing Administrator signature block;
- ~~36. Kane County Addressing Administrator signature block;~~
37. An electronic digital version of the subdivision plat (PDF of the final plat).
38. Electronic versions of all submitted items on the above checklist.

C. Digital data submittal:

1. AutoCAD DWG file or GIS SHPE file;
2. File to contain all parcel lines and reference monuments;
3. Data file to be GEO referenced to Utah State plane south grid coordinate system or ground coordinate system including ground scale factor.
4. Shape files for the County GIS system North American datum (NAD) 1983 Zone 12 format. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. 2014-1, 1-27-2014, eff. 2-11-2014; Ord. O-2015-12, 7-27-2015, eff. 8-11-2015; Ord. O-2018-2, 4-9-2018; Ord. O-2016-4, 10-15-2018; Ord. 2020-22, 10-27-2020)

**9-21E-5: ADMINISTRATIVE LAND USE AUTHORITY REVIEW:**

A. After review and approval of the final plat drawing and receipt of required documents by the Administrator and County Engineer, the Kane County land use authority will review the final plat, at a regularly scheduled, publicly noticed public meeting. If approved, the land use authority shall recommend approval of the final plat to the Kane County commissioners to be reviewed at the next available work meeting, and then for final approval at the next regularly scheduled commission meeting. (Ord. O-2015-12, 7-27-2015, eff. 8-11-2015)

**9-21E-6: COUNTY COMMISSION REVIEW:**

The Kane County commission shall review the final plat within thirty (30) days of notification of review by the Kane County land use authority at a regularly scheduled public meeting. If the Kane County commission determines that the final plat drawing and documentation meets with the Kane County land use ordinance, subdivision ordinance and "Kane County Standard Specifications And Drawing Details For Design And Construction", they may grant approval. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21E-7: FINAL PLAT RECORDING:**

A. The developer/subdivider or his agent shall record the approved final plat within one year of approval by the Kane County commission. The Kane County land use authority administrator shall maintain custody of the final plat mylar until all signatures have been obtained (with exception of the recorder), at which time he/she will notify the developer/subdivider that the plat is ready to be recorded. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2015-12, 7-27-2015, eff. 8-11-2015)

B. No building permits will be issued until the infrastructure is completed unless otherwise agreed to in the development agreement and approved by the Kane County engineer in writing. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21E-9: VACATING OR AMENDING A SUBDIVISION OR PLANNED UNIT DEVELOPMENT PLAT:**

A. General Requirements:

1. A subdivision plat or planned unit development plat may be amended or vacated by complying with the requirements of this section and Utah Code 17-27a-608 and 609.

2. A complete application shall be submitted a minimum of twenty-one (21) days prior to the Kane County Land Use Authority's meeting date at which the action is to be reviewed by the owner's) of by the property or person having power of attorney to act in behalf of the owner.

3. If the application for an amended plat includes a request to further subdivide or to create any additional lots, the application may only be approved if:

a. Eighty percent (80%) of the owners, or persons having legal authority to act on behalf of the owner, for any portion of property contained in the plat consents to the proposed amendment; and

b. The administrative land use authority, or county commission where required, makes a finding of good cause for the amendment.

B. Submission Items:

1. Application and fees;
2. Notarized affidavit that applicant is owner or authorized by the owner to make application for proposed plat amendment or abandonment;
3. Provide names and addresses of all property owners within 500 feet of the affected property;
4. One copy of the plat and electronic submission. Three (3) copies of plat map:
  - a. Amended plat map requirements (re: subsections 9-21E-4B1 through B32 of this article);
  - b. Vacated plat map requirement (re: subsections 9-21E-4B1 through B32 of this article).

C. Administrative Land Use Authority Review And Approval:

1. After review and approval of the abandonment or amended plat drawing and receipt of required documents by the land use authority administrator and county engineer, the Kane County land use authority will review the application at a regularly scheduled, publicly noticed public hearing within forty five (45) days unless Utah state code provides an exception to the public hearing requirement. In which case the land use authority may review the application at a regularly scheduled public meeting.
2. If the application does not propose to amend, abandon or vacate any county road or public right of way, the administrative land use authority may give final approval so long as the application meets the requirements of state code and any applicable county ordinance. If the application includes a proposal to amend, abandon or vacate any county road or public right of way, the Kane County land use authority will forward a written notification of its review to the Kane County commission.

D. County Commission Review And Approval:

1. If the application contains a proposal to amend, abandon or vacate any county road or public right of way, the Kane County commission shall review the abandonment or amended plat within thirty (30) days of notification of review by the Kane County land use authority at a regularly scheduled public meeting. If the Kane County commission determines that the plat drawing and documentation meets with the Kane County land use ordinance, subdivision ordinance and "Kane County Standard Specifications And Drawing Details For Design And Construction", they may grant approval.

E. Final Plat Recording:

1. The owner or his agent shall record the approved vacated or amended plat within one year of approval by the Kane County commission. The Kane County land use authority administrator shall maintain custody of the amended plat mylar until all

signatures have been obtained (with exception of the recorder), at which time he will notify the owner or agent that the plat is ready to be recorded.

**9-21E-10: 11 FINAL PLAT APPROVAL PROCEDURE:**

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

## **ARTICLE F. DEDICATION AND ACCEPTANCE OF STREETS AND PUBLIC IMPROVEMENTS**

SECTION:

**9-21F-1: Dedication Of Improvements And County Ownership Of Subdivision Roads**

**9-21F-2: Timeliness For Acting On Acceptance**

**9-21F-3: Dedication Of Nonsubdivision Rights-Of-Way And Roadways**

**9-21F-4: Required Right-Of-Way And Roadway Widths**

**9-21F-5: Roadways Dividing A Parcel**

**9-21F-6: Right-Of-Way And Roadway Improvements**

**9-21F-7: Right-Of-Way Improvements For Commercial Developments**

### **9-21F-1: DEDICATION OF IMPROVEMENTS AND COUNTY OWNERSHIP OF SUBDIVISION ROADS:**

A. Subdividers are put on notice that the majority of roads (if not all) internal to a subdivision are typically to remain private. At the time the final plat is approved, the subdivider may dedicate the roads, easements and other public improvements to Kane County and the Kane County Commission will determine which improvements to preliminarily accept. All subdivision roads must adhere to county standards, including a minimum 28 foot width comprised of 24 feet of travel lanes (two twelve foot travel lanes) with two foot shoulders on each side of the travel lanes.

B. In determining which roads to preliminarily accept, the Kane County Commission may look at the following factors:

1. If the road could eventually be a Collector or Arterial Road;
2. How the road fits into the overall transportation system of the County;

3. Whether the road is internal to the subdivision, meaning that it only allows access to residents within the subdivision;
4. Whether the road has historically been open to the public, or allows access to public areas;
5. The overall traffic expected by both residents, visitors, and those just passing through.

C. The subdivider shall notify the **administrative land use authority** County in writing once all improvements are completed, at which time the Kane County Engineer will perform a final improvement inspection. Any dedicated improvements shall be deemed an offer by the subdivider which shall be irrevocable until one year after all of the improvements are completed. After one year, a final inspection will take place before officially accepting any preliminarily accepted improvements, and before releasing any bonds from any improvements. **The County Commission may**, at its option, accept the offer of dedication only if it finds that the subdivider has constructed, installed and maintained the public improvements required by this chapter and that the improvements comply with the minimum standards and requirements of this chapter and the "Kane County Standard Specifications and Drawing Details for Design and Construction" at the time of acceptance.

(Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2022-15, 3-22-2022)

**9-21F-2: TIMELINESS FOR ACTING ON ACCEPTANCE:**

Unless the Kane County Land Use Authority Administrator extends the time for making a decision as to whether or not Kane County will accept dedicated public improvements, the dedication may be acted upon within one year following the completion of the public improvements in accordance with the "Kane County Standard Specifications and Drawing Details for Design and Construction", but in no event shall such approval occur without the approval of the Kane County Engineer. In the event the Kane County Engineer does not approve the dedicated public improvements, the subdivider shall be so advised in writing and of the reason for the nonapproval. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21F-3: DEDICATION OF NONSUBDIVISION RIGHTS-OF-WAY AND ROADWAYS:**

**The Kane County Commission**, on recommendation from the Kane County Land Use Authority, may accept Master Transportation Plans for areas in Kane County. Once a Master Transportation Plan is in place for an area the property owner(s) within the Master Transportation Plan area may dedicate the planned road(s) to Kane County. **Kane County Land Use Authority and Kane County Commission may accept the dedicated roads by the recording of a road dedication plat.** (Ord. O-2019-2, 1-14-2019)

## ARTICLE G. DESIGN STANDARDS

SECTION:

[9-21G-1: General Provisions](#)

[9-21G-2: Lots](#)

[9-21G-3: Streets](#)

[9-21G-4: Curvature And Alignment](#)

[9-21G-5: Block And Cul-De-Sac Standards](#)

[9-21G-6: Pedestrian Crosswalks](#)

[9-21G-7: Easement Standards](#)

[9-21G-8: Exterior Perimeters](#)

[9-21G-9: Alleys](#)

[9-21G-10: Sanitary Sewage Disposal](#)

[9-21G-11: Water Supply](#)

[9-21G-12: Sanitation Collection Sites](#)

J. All residential lots in subdivisions shall front on a public street or on a private street or court approved by the Kane County land use authority and the Kane County commission, except as may be approved for planned unit developments or other special

**9-21G-7: EASEMENT STANDARDS:**

D. All power lines, telephone lines, and other normally overhead utility lines shall be placed underground by the subdivider unless the Kane County engineer determines it is not feasible to do so. This determination would be based upon application by a subdivider, supported by recommendation of the county engineer, and approved by the Kane County Administrative Land Use Authority and Kane County Commission. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21G-10: SANITARY SEWAGE DISPOSAL:**

C. Where the Kane County General Plan or other plans indicate that construction or extension of sanitary sewers may serve the subdivision area within a reasonable time, the Kane County Administrative Land Use Authority may require the installation and capping of sanitary sewer mains and house connections by the subdivider. Whenever individual on-lot sanitary sewage disposal systems are proposed, they shall be installed at the time the principal building is constructed, and no building permit shall be issued until such installation is completed. In all other cases, sanitary sewage disposal facilities shall be provided for every lot or parcel by a complete community or public sanitary

## ARTICLE I. FINANCIAL RESPONSIBILITY

SECTION:

[9-211-1: Guarantee; Improvement Completion Assurance](#)

[9-211-2: Payment And Performance Bonds](#)

**9-211-3: Escrow Deposit**

**9-211-4: Irrevocable Letter Of Credit**

**9-211-5: Default**

**9-211-6: Improvement Guarantee; Warranty**

**9-211-7: Covenant**

**9-211-8: Acceptance And Release Of Surety**

**9-211-9: Definitions**

***9-211-1: GUARANTEE; IMPROVEMENT COMPLETION ASSURANCE:***

Before approval of the final plat, the developer/subdivider shall provide an improvement completion assurance, guaranteeing the installation of the required subdivision improvements, by one of the methods as described in section 9-211-2, 9-211-3 or 9-211-4 of this article, prior to recording a subdivision plat or beginning development activity. The guarantee method employed shall be approved by the Kane County commission in the development agreement. This requirement is applicable to individual phases of a development. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

***9-211-3: ESCROW DEPOSIT:***

The developer/subdivider shall deposit in an interest bearing escrow account an amount of money equal to one hundred ten percent (110%) of the engineer's estimated cost of improvements as approved by the county engineer. The additional inflation percentage shall be determined in the development agreement and added to the one hundred ten percent (110%) figure. The escrow account shall be used solely for securing the subdivisions improvements. The escrow account holder must be approved by Kane County prior to deposit being made. The terms of the escrow account shall only require that the county present the issuer with a signed draft and a certificate signed by an authorized representative of the county certifying to the county's right to draw funds on the account to complete the required improvements. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

***9-211-4: IRREVOCABLE LETTER OF CREDIT:***

The developer/subdivider shall file with Kane County an irrevocable letter of credit from a duly chartered state or national bank or savings and loan institution in an amount equal to one hundred ten percent (110%) of the engineer's estimated cost of improvements as approved by the Kane County engineer. The additional inflation percentage shall be determined in the development agreement and added to the one hundred ten percent (110%) figure. Said letter of credit shall:

***9-211-5: DEFAULT:***

In the event the developer/subdivider fails to complete the required improvements as stipulated in the development agreement, within two (2) years after final plat acceptance, Kane County shall pursue action against whichever method of guarantee

was provided (section [9-211-2](#), [9-211-3](#), or [9-211-4](#) of this article) to complete the improvements as described.

**Kane County** may assign its right to receive funds under the security to any third party, including a subsequent owner of the subdivision for which required development improvements were not constructed, in whole or in part, in exchange for that subsequent owner's promise to complete the public improvements on the tract.

**Kane County** may exercise any other rights available under the law, upon default. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

**9-211-6: IMPROVEMENT GUARANTEE; WARRANTY:**

Should the developer/subdivider fail or refuse to affect said repairs or maintenance, the county shall have such work done at the developer/subdivider's expense. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

**9-211-8: ACCEPTANCE AND RELEASE OF SURETY:**

A. Request for conditional acceptance of the subdivision improvements and reduction in surety must be in writing from the developer/subdivider to the land use authority administrator. When installation of the subdivision improvements are seventy five percent (75%) complete, fifty percent (50%) of the estimated cost of the improvements will be released after inspection and written verification by the county engineer. After final completion of all work, an additional fifty percent (50%) of the estimated cost will be released after inspection and written verification by the county engineer. This leaves ten percent (10%) of the estimated cost to be held as the improvement warranty for the improvement warranty period, being one year from final completion and acceptance of the improvements, or a lengthier improvement warranty period as may be permitted, pursuant to this section, or Utah Code Annotated section 17-27a-604.5, as amended. The schedule for release of surety may be modified by the specific development agreement.

In many cases, the improvement warranty will be on the same document as the improvement completion assurance/performance bond. However, the county may require a separate document containing the improvement warranty.

B. Final inspection by the Kane County engineer shall be made one year after all improvement work has been completed. Any and all defects must be repaired and maintenance must be completed prior to final approval.

C. Upon written approval by the Kane County engineer, the land use administrator shall, in writing, accept all improvements and release remaining improvement warranty. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

**9-211-9: DEFINITIONS:**

The following definitions apply to this article:

**IMPROVEMENT COMPLETION ASSURANCE:** A surety bond, letter of credit, cash, or other security required by Kane County to guaranty the proper completion of

landscaping or infrastructure that the land use authority has required as a condition precedent to:

- A. Recording a subdivision plat; or
- B. Beginning development activity.

IMPROVEMENT WARRANTY: An applicant's unconditional warranty that the accepted landscaping or infrastructure:

- A. Complies with Kane County's written standards for design, materials, and workmanship; and
- B. Will not fail in material respect, as a result of poor workmanship or materials, within the improvement warranty period.

IMPROVEMENT WARRANTY PERIOD: A period:

- A. No later than one year after Kane County's acceptance of required infrastructure, unless the county:
  - 1. Determines for good cause that the one year period is inadequate to protect the public health, safety, and welfare; and
  - 2. Has substantial evidence, on record:
    - a. Of prior poor performance by the applicant; or
    - b. That the area upon which the infrastructure will be constructed contains suspect soil and the county has not otherwise required the applicant to mitigate the suspect soil. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

## ARTICLE J. RURAL, MOUNTAIN AND DESERT SUBDIVISION

SECTION:

**9-21J-1: Scope**

**9-21J-2: Application**

**9-21J-3: Additional Provisions**

**9-21J-1: SCOPE:**

The Kane County **Administrative** land use authority and Kane County commission may make special requirements for the regulation of subdivisions in rural, mountainous or desert areas for prevention or erosion, pollution and excessive costs to the public; protection of existing social, physical or economic values; and protection from fire and other hazards. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21J-2: APPLICATION:**

Before applying special requirements to rural, mountain or desert subdivisions that are more restrictive than those otherwise applicable by this chapter, the Kane County land use authority administrator shall cause copies of the proposed subdivision to be issued

to the staff (i.e., building official, county engineer, GIS/transportation department and any other entities deemed appropriate) for review and comment. Based on information supplied by the staff, the Kane County Administrative land use authority shall make its recommendation to the Kane County commission who shall determine what special requirements shall apply, if any. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

## ARTICLE K. AG RURAL UNIMPROVED SPLIT

### SECTION:

#### 9-21K-1: Intent

#### 9-21K-2: Modifying Regulations

#### 9-21K-3: AG Rural Unimproved Split Application

#### 9-21K-4: Approval

#### **9-21K-1: INTENT:**

Kane County desires to create a simplified, less restrictive process for the dividing of land located within the unincorporated areas of Kane County when the project is small and the main purpose and general intent of the division is not property development. This simplified process does not require all of the same improvements and regulations that are required under this chapter when applying for the division of land and approval of a subdivision plat. Under Utah State Code and Kane County ordinance almost any division of land is defined as a subdivision even though the common and ordinary use of the word subdivision refers to denser residential areas that include roads, utilities, and other improvements.

Furthermore, for decades many individuals have subdivided their property without first complying with State law and County ordinance in effect at the time of the illegal subdivision. Many individuals may desire to use this article to bring their land into compliance. If an applicant under this article otherwise complies with the requirements of this article, they may obtain approval for a AG rural unimproved split if, and only if, the application includes all portions of the original land (sometimes referred to as parent parcel) as it legally existed prior to being subdivided illegally, and the application is joined by all of the current property owners. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. 2014-18, 9-22-2014; Ord. O-2022-43, 8-23-2022)

#### **9-21K-2: MODIFYING REGULATIONS:**

Any improvements to be made within a AG rural unimproved split such as, but not limited to: roads, water, fire suppression water, power, septic/sewer, and drainage system shall first be approved by the Land Use Authority before any work can begin. The owner and/or owner's agent will be required to submit a Developers Subdivision Application and complete the subdivision approval process. All subdivision requirements and standards can be found in articles A through I of this chapter. Any owner and/or owner's agent found in violation of this section shall be guilty of a Class C misdemeanor upon conviction, punishable by a fine, injunction, mandamus, abatement, merger of title,

civil penalty, or any other remedy provided by law. (Ord. O-2019-13, 6-11-2019; amd. Ord. O-2022-43, 8-23-2022)

**9-21K-3: AG RURAL UNIMPROVED SPLIT APPLICATION:**

Notwithstanding articles A through J of this chapter, the Administrative Land Use Authority may approve an application for an AG rural unimproved split, if the following criteria and requirements are met:

A. The applicant shall complete, sign, and submit an official application together with any other required documentation, the form of the application having been prepared by the Land Use Administrator, and pay the associated fee.

B. The proposed split:

1. Is for ten (10) lots or less, all of which are at least ten (10) acres as a conforming aliquot parts parcel or less than ten (10) acres, but not less than 9.5 acres if necessary to compensate for the curvature of the earth or the convergence of Township lines as recognized in the public land survey system, or because of previous survey errors;

2. Is not traversed by the mapped lines of a proposed street as shown in the general plan and does not require the dedication of any land for street or other public purposes;

3. Has been approved by the culinary water authority and the sanitary sewer authority, if a culinary water system or sewer system is included in the plans of the subdivision (Note: Under Kane County ordinance and Utah State Code a building permit will not be issued for lots that do not first contain an approved culinary water and sewer system.);

4. Is located in a zoned area; upon completion and approval of application, land will then comply with FAA agricultural land use and will be zoned AG-FAA. The AG-FAA zoning must remain in place for a minimum of five (5) years from the time of the split.

5. Conforms to all applicable Land Use Ordinances or has properly received a variance from requirements of an otherwise conflicting and applicable Land Use Ordinance;

6. Is graphically illustrated on a record of survey map completed by a licensed surveyor who certifies that he or she is a licensed surveyor and has verified all measurements and placed monuments as represented on the map. The record of survey map must be signed by the applicant and the surveyor, and shall contain the following notes on the record of survey:

a. Roads are not constructed or maintained by Kane County or any local government entities and are the responsibility of the owner(s) or developers;

b. No utilities (e.g., power, water, sewer, phones) are provided by Kane County. Kane County does not bear the responsibility now or in the future for any improvements. Improvements are the responsibility of the owner or developer;

c. If and when the developer/landowner has met County standards and specifications for infrastructure and they have been formally accepted by the County these notations should be removed from the plat;

d. County acceptance of infrastructure does not infer that the County will upgrade that accepted infrastructure beyond the standard of its acceptance;

7. Provides each newly created parcel with: a) legal recorded access to the utility and access easements and other rights of access that the parent parcel holds at the time of the subdivision application; b) a recorded public access and public utility easement(s) with a minimum of a sixty six foot (66') width across the parent parcel for any roads that provide access beyond the development or are planned to provide access beyond the development or a minimum of fifty foot (50') width for roads that terminate within the development to provide access and utility easement(s) from the original point of access of the parent parcel to the newly created parcels. Roads that terminate within the development may be recorded as private easements rather than a public easement at the discretion of the applicant; c) a recorded utility easement across the parent parcel necessary to allow each newly created parcel access to the same utilities currently available to the parent parcel and planned future access for power, water, and other utilities, to be available to all the parcel(s) in the future; and d) to provide access and utility easement(s) from the original point of access of the parent parcel to the newly created parcel(s) to any public right-of-way. If a recorded access does not exist at the time of the application, the width of the newly created access across private property shall be listed in subsection B7c of this section.

a. A public right-of-way shall be any right-of-way claimed by UDOT, the County, or a municipality as a Class B, C, or D road which is established or claimed through a recorded deed easement, RS-2477 assertion, or title V easement on BLM lands recorded access across State trust lands, recorded access across Forest Service lands, or a public prescriptive easement as determined by the Kane County GIS Department.

b. The recorded legal access may be any of the following:

(1) On BLM Lands: Access across public lands shall be accepted in the form of any valid, private, public or County title V or RS-2477 rights-of-way. RS-2477 right-of-way or title V access across land managed by the Bureau of Land Management (BLM) with any width approved by the BLM deemed acceptable.

(2) On Private Lands: Existing recorded legal access easement with a minimum of twenty eight feet (28'). Prescriptive easements do not satisfy the access requirements of this section. The subservient land owner must sign a recordable document acknowledging the easement and allow use for all of the new lots in the proposed subdivision as a public or private easement as outlined in this subsection B7.

c. Width of a newly created easement may be any of the following:

(1) Any new recorded easement across private land, with a minimum width of sixty six feet (66') or fifty feet (50') as outlined in this subsection B8; and

8. Has a name for each existing and newly created access road or easement distinct from other road or easement names located in Kane County for address purposes, designated on the record of survey.

C. The applicant shall submit an agreement of understanding with the Kane County Commission that in unincorporated areas of the County, dedicated roads will not be accepted, paved or maintained by the County, until the subdivision complies with articles A through J of this chapter.

D. The proposed split does not include land previously divided under this article.

E. If the applicant so desires a plat may be submitted instead of the record of survey map. The form of the plat must conform with all the requirements of this chapter.

F. The application is signed and submitted by each and every property owner of the land included in the application.

G. If any land contained in the application is the result of land that was previously divided without first complying with State law and County ordinances, the application must include all of the lots or parcels that together represent the entire original parent parcel before it was subdivided illegally.

H. If the proposed split contains agricultural land that qualifies as land in agricultural use as defined by Utah State Code section 59-2-502 (FAA) the applicant must also submit:

1. A signed statement that the land is not used and will not be used for any nonagricultural purpose;

2. A signed notice that the County shall require the parcel to comply with articles A through J of this chapter if it is later used for a nonagricultural purpose.

I. If fencing, gates or cattle guards exist they must remain in place. However they may be moved to conform to new lot lines.

J. If any roads exist at the time of applying for the rural unimproved split they must continue to remain at the existing or improved condition.

K. It is not necessary to improve any existing roads to the full width of the dedicated easement at the time of application.

L. If any proposed lot has access to any major highway system, the applicant shall give notice to the Utah Department of Transportation for the newly created lots or parcels. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. 2013-11, 11-25-2013, eff. 12-10-2013; Ord. 2014-18, 9-22-2014; Ord. O-2015-12, 7-27-2015, eff. 8-11-2015; Ord. O-2016-4, 10-15-2018; Ord. O-2018-6, 7-9-2018; Ord. O-2019-4, 3-25-2019; Ord. O-2019-13, 6-11-2019; Ord. O-2022-43, 8-23-2022)

#### **9-21K-4: APPROVAL:**

A. If an applicant meets the requirements of section [9-21K-3](#) of this article the Administrative Land Use Authority after hearing the application in a public meeting shall

recommend approval of the application to the County Commission or deny the application.

~~B.—If recommended for approval the application shall be forwarded to the County Commission for final approval.~~

~~C.—Upon final approval of the County Commission, the appropriate official of the County Commission and the Land Use Authority shall sign the plat or issue a letter of written approval in the case of a record of survey or the record of survey may have all the signature blocks required for a plat in place of a written letter.~~

D. A rural unimproved split with a recorded approved plat or a letter of written approval recorded with a record of survey shall be considered in compliance with this chapter as of the date of recording.

E. A building permit shall not be denied on the basis that a lot or parcel is part of a rural unimproved split, approved under this article.

F. A lot or parcel approved under this article shall not be restricted from being sold or offered for sale under sections [9-21A-6](#) and [9-21B-4](#) of this chapter.

G. A plat may not be recorded without all the appropriate signatures and a record of survey map may not be recorded without the letter of written approval or signature. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2019-4, 3-25-2019; Ord. O-2019-13, 6-11-2019; Ord. O-2022-43, 8-23-2022)

# ITEM # 5

Lot Joinder: Tillett

## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: August 27, 2024

Dept. /Business Name: Land Use

Topic/Re: Lot Joinder: Tillett

Description: An application to amend a subdivision plat for a lot joinder joining lots 348 & 349, becoming new lot 349 containing 1.12 acres, and vacating (2) 7.5' public utility easements in the Meadow View Heights Subdivision Plat "F".

Attachments: Info Packet

Dept. Head/Owner: Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes:



## STAFF REPORT

**DATE:** 7/27/24

**PROJECT:** A complete application for Amending and Vacating a Subdivision Plat for a lot joinder, combining lots 348 & 349 and vacating two (2) 7.5 ft. public utility easements, in the Meadowview Heights subdivision, Plat "F", becoming new amended lot 349 consisting of 1.12 acres, within the SW ¼, Section 5, T38S, R7W SLB & M on behalf of Mark W. Tillett. 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 the cabin is built over the property line.

**FINDINGS:** Amending (joining) lots 348 & 349 and vacating two (2) 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 (2) 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.

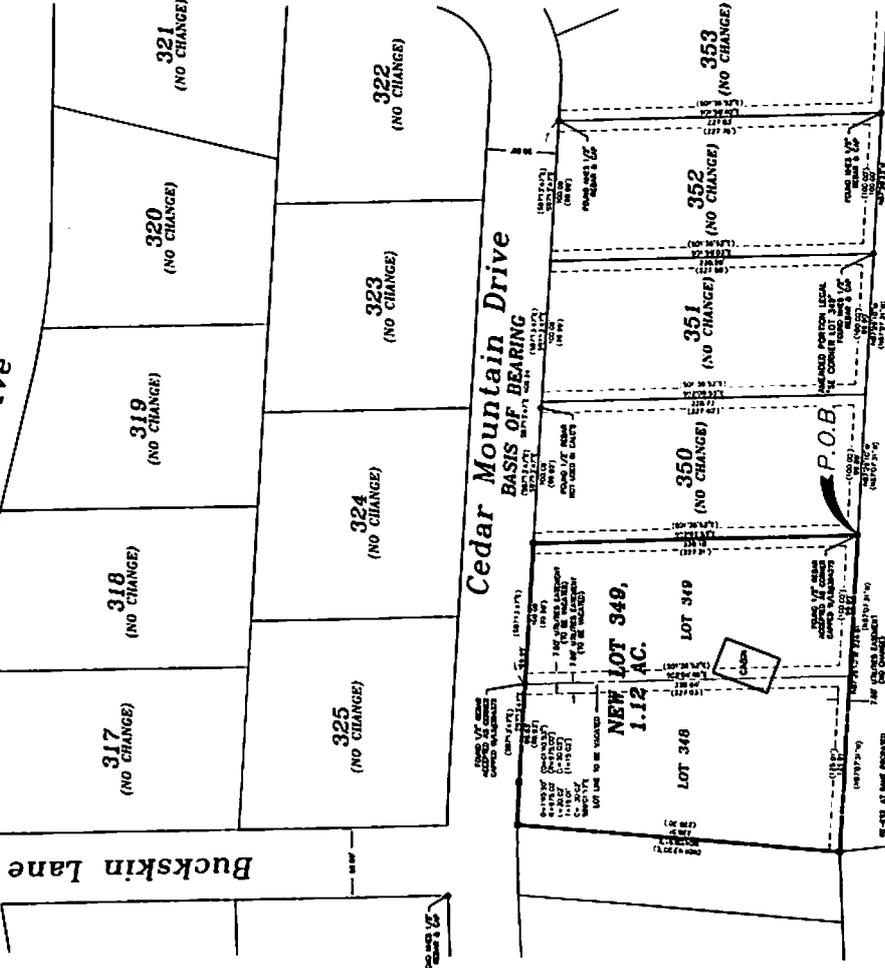
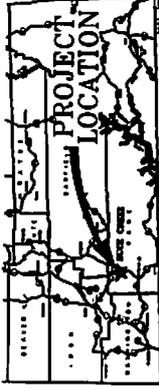
**STAFF DETERMINATIONS:** Kane County Engineer, Tom Avant, recommends approval of this project. Kane County Land Use Administrator, Shannon McBride, has reviewed the application and supporting documents and recommends approval. The project complies with county and state ordinance requirements.

**MOTION:** I move to **recommend approval/denial** to the Kane County Commissioners amending a subdivision plat for a lot joinder, combining lots 348 & 349 becoming new lot 349 and vacating two (2) 7.5 ft. public utility easements, in the Meadowview Heights, Plat "F" based on the findings documented in the staff report.

**THANK YOU.**

# AMENDED PLAT OF LOTS 348 & 349, MEADOWVIEW HEIGHTS PLAT "F"

WITHIN SW 1/4 SECTION 5, T38S-R7W, S.L.B.#44, KANE COUNTY, UTAH.



## SURVEYOR'S CERTIFICATE

I, MARK W. TILLET, a duly licensed and registered land surveyor, do hereby certify that the plat of "AMENDED PLAT OF LOTS 348 & 349, MEADOWVIEW HEIGHTS PLAT 'F'", located in Kane County, Utah, as shown on the attached plat, was prepared and recorded in accordance with the laws of the State of Utah and the rules and regulations of the Board of Land Surveyors, and that the same is a true and correct copy of the original plat as filed in my office on this date.

LEGAL DESCRIPTION OF THAT PORTION OF LOTS 348 & 349, MEADOWVIEW HEIGHTS PLAT "F" (SEE LOT 348) LOTS 348 & 349, MEADOWVIEW HEIGHTS PLAT "F", WERE ABANDONED BY THE SURVEYOR AS SHOWN ON THE ATTACHED PLAT. THE SURVEYOR HAS CONDUCTED A RE-SURVEY OF THE LOTS 348 & 349, MEADOWVIEW HEIGHTS PLAT "F", AND HAS DETERMINED THAT THE LOTS 348 & 349, MEADOWVIEW HEIGHTS PLAT "F" ARE ABANDONED AND SHOULD BE DELETED FROM THE RECORDS OF THE COUNTY CLERK. THE SURVEYOR HAS CONDUCTED A RE-SURVEY OF THE LOTS 348 & 349, MEADOWVIEW HEIGHTS PLAT "F", AND HAS DETERMINED THAT THE LOTS 348 & 349, MEADOWVIEW HEIGHTS PLAT "F" ARE ABANDONED AND SHOULD BE DELETED FROM THE RECORDS OF THE COUNTY CLERK. THE SURVEYOR HAS CONDUCTED A RE-SURVEY OF THE LOTS 348 & 349, MEADOWVIEW HEIGHTS PLAT "F", AND HAS DETERMINED THAT THE LOTS 348 & 349, MEADOWVIEW HEIGHTS PLAT "F" ARE ABANDONED AND SHOULD BE DELETED FROM THE RECORDS OF THE COUNTY CLERK.

## COUNTY ATTORNEY CERTIFICATE

I, \_\_\_\_\_, County Attorney for Kane County, Utah, do hereby certify that the above described plat was filed for record in my office on this date, and that the same is a true and correct copy of the original plat as filed in my office on this date.

KANE COUNTY ATTORNEY

## LAND USE AUTHORITY APPROVAL

I, \_\_\_\_\_, the Land Use Authority for Kane County, Utah, do hereby certify that the above described plat was filed for record in my office on this date, and that the same is a true and correct copy of the original plat as filed in my office on this date.

LAND USE AUTHORITY CHAIRMAN - KANE COUNTY

## COUNTY SURVEYOR CERTIFICATE

I, \_\_\_\_\_, the Land Surveyor for Kane County, Utah, do hereby certify that the above described plat was filed for record in my office on this date, and that the same is a true and correct copy of the original plat as filed in my office on this date.

LAND SURVEYOR

## OWNERS CONSENT

I, \_\_\_\_\_, the owner of the above described land, do hereby consent to the above described plat being filed for record in my office on this date, and that the same is a true and correct copy of the original plat as filed in my office on this date.

OWNER

## ACKNOWLEDGEMENT

I, \_\_\_\_\_, the owner of the above described land, do hereby acknowledge that the above described plat was filed for record in my office on this date, and that the same is a true and correct copy of the original plat as filed in my office on this date.

OWNER

## COUNTY COMMISSION APPROVAL

I, \_\_\_\_\_, Chairman of the County Commission of Kane County, Utah, do hereby certify that the above described plat was filed for record in my office on this date, and that the same is a true and correct copy of the original plat as filed in my office on this date.

CHAIRMAN - KANE COUNTY COMMISSION

## SURVEY NARRATIVE

The survey was done as the result of a request by the owner of the above described land to have the above described plat filed for record in my office on this date, and that the same is a true and correct copy of the original plat as filed in my office on this date.

## CERTIFICATE OF RECORDING

I, \_\_\_\_\_, County Recorder of Kane County, Utah, do hereby certify that the above described plat was filed for record in my office on this date, and that the same is a true and correct copy of the original plat as filed in my office on this date.

KANE COUNTY  
AMENDED PLAT OF LOTS 348 & 349,  
MEADOWVIEW HEIGHTS PLAT "F"

PREPARED FOR: MARK W. TILLET

LOCATION: SW 1/4 SECTION 5, T38S-R7W, S.L.B.#44

DATE: 6/26/2024 REVISION NR. 0/00/2024



NEW HORIZON

Engineering & Surveying LLC  
4103 N. MORGAN DRIVE  
ENSOCH, UT, 84721  
bcaarle@newhorizonengineer.com

- LEGEND
- SECTION CORNER
  - PLANNED LOT CORNER
  - BEARING & DISTANCE
  - 1:100 (NOT) RECORD OVERLAP
  - BOUNDARY
  - LOT LINE TO BE VACATED

# ITEM # 6

Lot Joinder: Stringer

## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: August 27, 2024

Dept. /Business Name: Land Use

Topic/Re: Lot Joinder: Stringer

Description: An application to amend a subdivision plat for a lot joinder joining lots 58 & 59, becoming new lot 58 containing 0.88 acres, and vacating (2) 7.5' public utility easements in the Meadow View Estates Plat "D" Subdivision.

Attachments: Info Packet

Dept. Head/Owner: Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes:



## STAFF REPORT

**DATE:** 7/17/24

**PROJECT:** A complete application for Amending a Subdivision Plat for a lot joinder, and vacating two 7.5 ft. public utility easements, on behalf of Shereelee A. Stringer, Trustee of the S&S Stringer Family Trust, in the Meadow View Estates Plat "D", lots 58 & 59 becoming new amended lot 58, consisting of .88 acre, within the NW ¼, Section 7, T38S, R7W SLB & M. The project was submitted by Tom Avant, Iron Rock Group, 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.

**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.

**STAFF DETERMINATIONS:** Kane County Surveyor, Paul Wilson, 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 two 7.5 ft. utility easements, on behalf of Shereelee A. Stringer, Meadow View Estates Plat "D", lots 58 & 59 becoming new amended lot 58, based on the findings documented in the staff report.

**THANK YOU.**



# ITEM # 7

Lot Joinder: Weckesser/Bowler

## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: August 27, 2024

Dept. /Business Name: Land Use

Topic/Re: Lot Joinder: Weckesser/Bowler

Description: An application to amend a subdivision plat for a lot joinder; vacating lot 54 and joining it with lots 53 & 55 becoming new lot 53 containing 0.68 acres and new lot 55 containing 0.65 acres and vacating (4) 7.5' public utility easements in Strawberry Valley Estates Unit 4.

Attachments: Info Packet

Dept. Head/Owner: Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes:



## STAFF REPORT

**DATE:** 7/26/24

**PROJECT:** A complete application for Amending and Vacating a Subdivision Plat for a lot joinder, and vacating four (4) 7.5 ft. public utility easements, in the Strawberry Valley Estates subdivision, Unit 4, vacating lot 54 and splitting lot 54 and combining it with lots 53 and 55 becoming new amended lot 53 and 55 consisting of 1.33 acres, within the SE ¼, Section 20, T38S, R7W SLB & M on behalf of Tommie J. Weckesser and Barry T. and Kimberley Bowler. 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.

**FINDINGS:** Vacating lot 54 and Amending (joining) lots 53 and 55 and vacating four (4) 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 four (4) 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 four (4) 7.5 ft. public utility easements, in the Strawberry Valley Estates Subdivision, Unit 4, vacating lot 54 and combining it with lots 53 and 55 becoming new amended lots 53 and 55, based on the findings documented in the staff report.

**THANK YOU.**



# ITEM # 8

Amended Plat: Ence

## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: August 27, 2024

Dept. /Business Name: Land Use

Topic/Re: Amended Plat: Ence

An application to vacate, amend and extend a subdivision plat for a lot joinder; vacating a portion of parcel 8-7-8-1A and joining it with lots 54 & 55 becoming new lot 54 containing 0.85 acres and new lot 55 containing 0.85 acres in Movie Ranch Subdivision Unit A.

Attachments: Info Packet

Dept. Head/Owner: Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes:



## **STAFF REPORT**

**DATE:** 08/02/24

**PROJECT:** A complete application for Amending and Extending a subdivision plat and vacating a portion of a parcel 8-7-8-1A and adding it into lot 54 consisting of .85 acres & lot 55 consisting of .85 acres, in the Movie Ranch Subdivision Unit A, Amended and Extended, on behalf of Rodney and Pamela Ence, within the NW1/4, Section 8, T38S, R7W SLB & M. The project was submitted by Brent Carter, New Horizon Engineering, holding power of attorney. Both lots are zoned Commercial 1. The zoning will remain the same.

The reason for the lot joinder is to add more land to the rear of the 2 lots for building convenience.

**FINDINGS:** Amending, and joining the two lots and a parcel boundary adjustment stated above 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. §17-27a-609 (3) (a) "A legislative body may amend a portion of a subdivision." 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. The new lots will retain the Commercial 1 zoning (C-1). Combining these two lots complies with all state and local ordinances.

**STAFF DETERMINATIONS:** Kane County Surveyor, Tom Avant, recommends approval of this project. Shannon McBride, Kane County Land Use Administrator, 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 and Extending a Subdivision Plat, for a lot joinder/parcel boundary adjustment; vacating a portion of parcel 8-7-8-1A and adding it into lots 54 and 55 in the Movie Ranch Subdivision Unit A, Amended and Extended, based on the findings documented in the staff report.

**THANK YOU.**



# ITEM # 9

County Master Transportation Plan

# ITEM # 10

Action on Rural County Grant Funds Recommended by  
the Kane County Economic Opportunity Board

A. Kanab City Airport Fuel Truck and Farm-\$25,000

## **Kane County Rural County Grant Municipal Economic Development Program**

**Purpose:** The Rural County Grant Program Municipal Economic Development Program purpose is to create or expand jobs, generate increased economic opportunities, and improve the economic, livability, and vitality of local communities.

**Grant Programs:** Municipal economic development initiatives must support the following program elements:

- business recruitment, development, and expansion;
- workforce training and development;
- infrastructure and capital facilities improvements for business development

**Match Requirement:** Recipients are required to demonstrate a community application, budget, and an invoice to Kane County, Rural County Grant Program, 76 North Main Street, Kanab, Utah 84741.

**Eligibility:** Kane County Municipalities are the only qualified applicants

**Project Period:** Projects must be completed within 12 months unless a formal written request for an extension is approved by Kane County.

**Eligible Projects:** Projects must be geographically located in Kane County, and have economic opportunity significance, including, but not limited to economic development related infrastructure, job creation and retention; business retention, relocation, or expansion; increased private investment such as specific business incentives; advancing innovation; enhancing manufacturing capacities; and providing workforce development opportunities.

**Eligible Expenses:** The following types of expenses will be considered:

- Land/Building Acquisition
- Infrastructure development (water, sewer, broadband, etc.)
- Equipment/material purchases
- Technical assistance/ Professional Services
- Architectural/engineering/planning
- Training/education/workforce development

**Ineligible Expenses:** The following types of expenses will **not** be considered:

- Debt retirement
- Funding for political activities
- Indirect or overhead costs
- Travel

**Application** Applications for the Strategic Infrastructure Investment Grant program may be submitted through the date range of:

April 15, 2024 through April 14, 2025.

**Application:** Qualified proposals must include this Application Form and any additional supplemental documents identified on that form including draft budget and an invoice.

Applications may be submitted via email to [stowell@kanab.net](mailto:stowell@kanab.net)  
Alternative submissions can be arranged with Kelly Stowell.

**Award Notification:** Notification and disbursement will be within 30 days upon receipt of qualified application.

For questions and more information, please contact Kelly Stowell, 435-899-0443,  
[stowell@kanab.net](mailto:stowell@kanab.net)

**KANE COUNTY MUNICIPAL RURAL COUNTY GRANT APPLICATION**

Prerequisite: Municipal Government located in Kane County.

**APPLICANT & ORGANIZATION INFORMATION**

**Municipality:** Kanab City

**Physical Address:** 26 North 100 East

**City:** Kanab **State:** Utah **Zip:** 84741

**Phone:** 4356442534 **Email:** kludwig@kanab.utah.gov

**Primary Contact:** Kyler Ludwig

**Phone:** **Email:** **Title:** Kanab City Manager

**PROJECT SUMMARY**

**Project Title:** Airport Fuel Truck

**Project Category (select all that apply):**

- Business Expansion  Business Relocation  Business Retention  Increased capacity
- Construction  Equipment Purchase  Job Creation  Technical Assistance
- Training  Land/Building Acquisition  Architectural Engineering

**Amount:**

**Amount of Matching Funds (match can include in-kind and cash):**

**Source of Matching Funds:**

**1. Describe the proposed project or projects (1,200 characters max.)**

Provide a description of the project, including project location. How does this project fit within the grant parameters?

The Kanab Municipal Airport's Jet A Fuel Truck is approximately 40 years old and is no longer able to provide fuel to those using the airport. Kanab is working to purchase a new truck and to upgrade the current self serve fueling to include Jet A fuel. The City anticipates spending 100k to purchase a used fuel truck, and over 700k on the fuel farm.

**2. How does this project contribute to economic development in Kane County?**

*(1,200 characters max.)*

The Kanab Municipal Airport is a unique transportation asset within Kane County. The City works with the FAA and the State of Utah to fund most airport development; this project is not eligible for traditional FAA funding as airport fuel projects are considered revenue generating. Kanab City generates about \$20,000 in revenues from fuel sales which are used to fund part of the operations for the airport which exceed \$150,000 annually.

The Kanab Municipal Airport is currently facing significant challenges with its fueling infrastructure. The existing Jet A fuel truck, which is approximately 40 years old, has become unreliable and is no longer able to adequately provide fuel to airport users. This situation has prompted the need for immediate upgrades to ensure continued service and safety for all airport operations.

**Planned Improvements:**

1. Purchase of a New Fuel Truck:
2. Upgrading the Self-Serve Fueling System:
  - o Objective: To enhance the existing self-serve fueling infrastructure to include Jet A fuel, thereby improving service efficiency and availability.
  - o Details: This upgrade will involve significant enhancements to the fuel farm, ensuring it can adequately handle Jet A fuel and provide self-service capabilities.
  - o Budget: The projected cost for upgrading the fuel farm and self-serve fueling system exceeds \$700,000.

**Total Investment:** The total anticipated investment for these critical upgrades is over \$800,000, comprising \$100,000 for the fuel truck and more than \$700,000 for the fuel farm enhancements.

The City of Kanab is committed to making these essential upgrades to maintain high service standards and support the operational needs of the Kanab Municipal Airport.

**Projected number of jobs being created by this project: 2      Total FTE created: 2**

**Projected number of jobs being retained by this project: 2      Total FTE retained: 2**

**List three (3) project goals:**

<b>Project Goal #1</b>	To replace the outdated and non-functional Jet A fuel truck. The City of Kanab plans to acquire a used fuel truck that meets modern standards and operational requirements. The anticipated expenditure for purchasing a reliable used fuel truck is \$100,000.
<b>Project Goal #2</b>	<b>Operational Efficiency:</b> The new fuel truck and upgraded self-serve fueling system will ensure that the airport can continue to provide necessary fueling services to all users, including those requiring Jet A fuel.
<b>Project Goal #3</b>	<b>Safety and Reliability:</b> Modernizing the fueling infrastructure will enhance safety and reliability, addressing the risks associated with the current outdated equipment. <b>User Convenience:</b> These improvements will provide greater convenience for airport users, enabling more efficient and accessible fueling options.

With my signature I certify the following: (1) The above information is correct; (2) I am authorized by the organization to submit this grant application; and (3) This organization is in good standing with the State of Utah and is eligible to receive state funding. (4) I hereby certify that all representations, warranties, or statements made or furnished by me to the Kane County Economic Opportunity Board in connection with this application are true and correct in all material respect. I understand it is a violation under Utah law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision.

I further certify that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by me or my agent or representative to any officer or employee of the County with a view toward securing a recommendation of assistance or subsequent assistance or for securing more favorable treatment with respect to making a recommendation of assistance.

I warrant that I presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the receipt of assistance and to the best of my knowledge, no officer, agent or employee of the County who shall participate in any decision relating to this application and resulting assistance, currently has, or will have in the future, a personal or pecuniary interest in my business.

I acknowledge and agree that the County has the discretion to award assistance as it sees fit, the assistance is subject to the availability of funding, and there is no guarantee of assistance even if applicants meet all eligibility requirements. I also agree that if the State of Utah finds the expenditures for which this application is being submitted does not qualify as an eligible expenditure under the Rural County Grant, that the business will release, indemnify and hold harmless Kane County from any liability to the State of Utah and will pay back to Kane County in the event of a recoupment by the State of Utah of the expended funds.

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**Printed Name of Authorized Agent**

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**Title**

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**Signature of Authorized Agent**

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**Date**

Required proof-of-use supporting materials. Applicant agrees to submit the following documents with this application.

1. Project budget .xls Spreadsheet

### **Payment Procedure**

Applicant must provide Kane County with an invoice for \$20,000.00

<b>Kanab City</b>	
<b>Invoice</b>	
Kanab City	Date
Attn: Kyler Ludwig, Colton Johnson	8/10/2024
26 North 100 East	
Kanab, Utah 84741	
<b>Bill To:</b>	
Kane County	
Attn: Chameille Lamb, Celeste Meyeres	
76 North Main Street	
Kanab, Utah 84741	
Description	Amount
Kane County Rural County Grant Program Kanab City Grant	\$25,000.00
<b>Invoice Total</b>	<b>\$25,000.00</b>
Thank you for your sponsorship and support!	

# ITEM # 11

Approval of CCJJ Utah Bail Forfeiture Grant for Kane  
County Pretrial Services for up to \$150,000

# Request for Proposals

Utah Commission on Criminal and Juvenile Justice  
State of Utah  
**Utah Bail Forfeiture Grant**  
(Competitive)

**FY 2025-26 Funding**

**\$500,000 - State Asset Forfeiture Grant**

***Application Deadline: Tuesday, September 3<sup>rd</sup>, 2024***

This document describes procedures and requirements to make application for the State of Utah - State Bail Forfeiture Competitive Grant program (UBFG) 63M-7-215 (5)(a)(b). The FY 2025 UBFG competitive grant program will award grants to Utah County Agencies within the State of Utah. The funding period is for 12 to 24 months with a start date of October 1, 2024, to September 30, 2026, or sooner. Total funds available are \$500,000 in this release and possibly another \$450,000 after the new year. Please direct RFP and application questions to: Richard Ziebarth at [rzebarth@utah.gov](mailto:rzebarth@utah.gov)

This Request for Proposals ("RFP"), having been determined to be the appropriate procurement method to provide the best value to the Conducting Procurement Unit, is designed to provide interested Offerors with sufficient basic information to submit proposals. This Request for Proposals ("RFP") is issued in accordance with the Utah Procurement Code and applicable administrative rules of the Utah Administrative Code. If any provision of this RFP conflicts with the Utah Procurement Code or Utah Administrative Code, then the Utah Procurement Code or Utah Administrative Code will take precedence. It is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability.

**The UBFG grant program was created to address the following UCA 63M-7-215 (1-10):**

1. Assisting a court in making an informed decision regarding an individual's pretrial release; and
2. Providing supervision of an individual released from law enforcement custody on conditions pending a final determination of a criminal charge filed against the individual.

**Grant Award Limits:** Any amount up to \$150,000.

**Eligible Agencies:**

All Utah Tier III, IV and V counties will be eligible for grant assistance to establish or expand existing county pretrial services programming.

**UBFG Grant Funding Overview:** Utah Bail Forfeiture Grant (UBFG) funding is collected in a State administered restricted account with all revenue derived from the forfeiture of bail money by the Courts. Currently, the restricted account holds approximately \$1.1 million collected over the last four years and of this \$1.1 million,

there is roughly \$950 available for grants. CCJJ will release roughly \$500,000 in this initial RFP with the possibility of awarding the remaining balance in early 2025. Because the annual UBFG revenue is indeterminate, any funding we release this fall will be for **one-time projects only and without any guarantee of continuation funding**. Applicants will need to develop projects that will enhance their pretrial services efforts, but not a project that requires sustained grant funding unless they are prepared to fund it by some other means beyond the UBFG grant. CCJJ will make every effort to fund all viable pretrial services related projects through this solicitation. If resources permit and project viability is 100% across all applications we receive, then we will suspend formal competitive review and just fund each grant received.

**UBFG Competitive Grant Priority Areas:**

1. Using grant funding to aid a county in establishing a pretrial services program or with the enhancement of an existing pretrial services program.
2. Using grant funding for information system improvements and data collection efforts including but not limited to risk analyses of arrestees to aid courts in making better informed decisions, improve access to information related to pretrial services for courts, indigent defense and others. Use grant funding to create a statewide pretrial services coordinator.
3. Using grant funding to create a system for text message reminders for court dates and other important information.
4. Using grant funding to create or expand evidence based treatment programs offered through the release program.
5. Using grant funding for evidence based drug/alcohol tests and testing instruments.
6. Using funding for monitoring aids such ankle monitor equipment and supporting services (not including personnel).

**UBFG Grant Allowable Costs and Other Information by Priority Area:**

**Priority Area 1:** *Using grant funding to aid a county in establishing a pretrial services program or with the enhancement of an existing pretrial services program.*

Use of funds in **Priority Area 1** may include: personnel, contract services, supplies, equipment and training in direct support of a pretrial services project.

Additionally, priority 1 applicants in jurisdictions without any pretrial services may use grant funding to contract with large counties (such as SLCo.) with established robust pretrial service programs already in operation. An applicant in this case might utilize another counties established pretrial services program to centrally manage and provide remote services where appropriate, but hire employees for their own small satellite offices in local contracting counties to provide any necessary in-person services.

Alternatively, an applicant may use grant funding to hire their own staff, but contract with another counties established pretrial services program for training and/or supplemental services that could be handled remotely. Select counties with established pretrial services programs already have a model for leadership and management structure, expertise, training programs and materials, 24/7/365 jail screening units, etc.

Finally, a county with an established pretrial services program may want to apply for grant funding to regionalize/expand their services to surrounding areas with counties willing and suitable to work with. This of course would only be an option if the applicant county has the capacity to expand their pretrial services program to other counties in their region.

**Basic requirements and best practices for Priority Area 1 Projects Include:**

A grant funded priority area 1 project should include the following:

- Use of the least restrictive conditions.
- Maximize appropriate pretrial liberty and encourage expedited release of almost all arrestees without onerous conditions, preventing the harm that even a few days in jail cause.
- Offer an impartial universal screening of all individuals, regardless of charge.
- Verify for each individual: intake interview information and criminal history checks.
- Assess risk using evidenced-based and objective tools.
- Present recommendations to the court based upon the assessments.
- Provide follow up and review of individuals who are unable to meet the conditions of release.
- Provide accountable and appropriate supervision of those on pretrial release, including proactive court date reminders.
- Reporting on process and outcome measures to stakeholders.
- Tracking of numbers of cases where pretrial release conditions were/were not imposed based on case/booking number, and outcomes, recidivism measures, etc.
- NAPSA Standards on Pretrial Release: <https://drive.google.com/file/d/1edS2bltwfNROieGeu1A6qKluTfzqop92/view>  
Use of NAPSA Standards for guidance is recommended.

*Priority Area 2 - Using grant funding for information system improvements, data collection efforts and statewide pretrial services including but not limited to: risk analyses of arrestees to aid courts in making better informed decisions, improve access to information related to pretrial services for courts, indigent defense and others.*

Use of funds in **Priority Area 2** may include: contract services, supplies, equipment and training in direct support of a pretrial services project. *Additionally, grant funding can be used to create a state level position at the Utah Administrative Office of Courts for the purpose of hiring an FTE Pretrial Services Coordinator. The coordinator position would be employed by the AOC to assist counties with establishing, expanding and improving pretrial services throughout the State.*

*Priority Area 3 - Using grant funding to create a system for text message reminders for court dates and other important information.*

Use of funds in **Priority Area 3** may include: contract services, supplies, equipment and training in direct support of a pretrial services project.

There is research supporting text alerts as an effective method for improving appearance rates in court. Additionally, a text alert system can be an extra tool of the overall supervision plan for individuals in pretrial release programs.

*Priority Area 4 - Using grant funding to create or expand evidence based treatment programs offered through the agency pretrial release program.*

Use of funds in **Priority Area 4** may include: personnel, contract services, supplies, equipment and training in direct support of a pretrial services project.

**Priority Area 5 - Using grant funding for evidence based drug/alcohol tests and testing instruments.**

Use of funds in **Priority Area 5** may include: contract services, supplies, equipment and training in direct support of a pretrial services project.

**Priority Area 6 - Using funding for monitoring aids such ankle monitor equipment and supporting services (not including personnel).**

Use of funds in **Priority Area 6** may include: contract services, supplies, equipment and training in direct support of a pretrial services project.

**Unallowable Costs of the UBFG State Grant Program:**

- Fees for Court-Related Services are prohibited. Specifically, no person who qualifies for court-appointed counselor who meets a specific definition of indigence – below 150% of the poverty line - may be charged fees for any condition that is associated with pretrial release or pretrial detention.
- Uses not specified in the agency's award application.
- Uses not approved or appropriated by the agency's legislative body.
- Payments, transfers, or pass-through funding to entities other than county government or local private probation providers for pretrial services when contracting with the grant funded county government.
- Uses, payments, or expenses that are not within the scope of the agency's functions.
- The purchase of alcoholic beverages or entertainment of any kind is not permitted with grant funds.
- Indirect costs

**Uniform Quarterly Performance Measures:**

CCJJ requires quarterly reporting for all grant projects on a quarterly and annual basis. To meet this requirement, your project will need to provide responses each quarter to the following Uniform Outcome and Performance Measures designed to track your progress in meeting the common goal of the UBFG grant program. Uniform Performance Measurement is the process of collecting, analyzing, and reporting information on how well individuals, organizations, and systems meet stated goals, objectives, and targets. Measures are expressed as quantitative (i.e., how often an organization achieves a strategic objective) or qualitative (for example, stakeholder opinion of an organization's work) values of outcomes and performance.

**Goal: UBFG Project Goal:** To create programming that will maximize appropriate pretrial liberty and encourage expedited release of almost all arrestees without onerous conditions, preventing the harm that even a few days in jail cause.

**Uniform Outcome Measures:** An indicator of how well your project achieves its stated mission or intended purpose [For details see: *Measuring What Matters (2<sup>nd</sup> Edition)* - National Institute of Corrections (NIC)]:

- 1) **Release Rate** - the percentage of defendants who secure release pending case disposition.
- 2) **Appearance Rate** - the percentage of released defendants who make all scheduled court appearances pending case disposition.
- 3) **Public Safety Rate** - the percentage of released defendants who are not charged with a new criminal offense pending case disposition.
- 4) **Success Rate** - the percentage of released defendants who appear for all scheduled court appearances and are not charged with a new criminal offense pending case disposition.

**Uniform Performance Measures:** A quantitative or qualitative characterization of performance in mission-critical areas of your project [For details see: *Measuring What Matters (2nd Edition)* - National Institute of Corrections (NIC)]:

- 1) **Universal Screening** - the percentage of defendants eligible by statute and screened for release by the agency.
- 2) **Recommendation Rate** - the percentage of the pretrial services agency’s bail recommendations that match its risk assessment results.
- 3) **Response to Defendant Conduct Rate** - the percentage of time the agency responds to defendant conduct regarding court-ordered release conditions.
- 4) **Pretrial Intervention Rate** - the percentage of outstanding bench warrants or capiases the agency resolves.
- 5) **Supervision Success Rate** - the percentage of released defendants who are compliant at case disposition with court-ordered conditions.
- 6) **Concurrence Rate** - the percentage of defendants whose court-ordered bail corresponds with their assessed risk level.

## Schedule Summary

<b>FY 2025 Utah Bail Forfeiture Grant (UBFG)</b>	
July 30, 2024	UBFG competitive grant applications released. The application you will use is on the following pages of this RFP (pages 5-7).
September 3, 2024	<p>Please email one electronic copy of your completed UBFG grant application in WORD format and without signatures to:  <a href="mailto:rziebarth@utah.gov">rziebarth@utah.gov</a></p> <p>Your application must be emailed to CCJJ on or before Tuesday, September 3<sup>rd</sup>, 2024, by 5:00 pm MDT. <b>NO LATE APPLICATIONS WILL BE ACCEPTED.</b></p>
September 4, 2024	Applications will be reviewed and scored as quickly as possible after the application solicitation period ends on Sept. 3 <sup>rd</sup> , 2024. Applicants will be notified if their application was or was not selected for funding. No applicant is guaranteed funding in this competitive process.

**UBFG Competitive Grant Scoring Process and Score Sheet** (for applicant information only):

All applications will be reviewed by a three to five member review committee and awards will be based purely on score. Below is an example of the scoring sheet that will be used by review committee members to evaluate your application proposal. There is no guarantee of funding for any applicant.

Applicant: \_\_\_\_\_

Application Number: \_\_\_\_\_

Reviewer: \_\_\_\_\_

### FY 2023 Utah Bail Forfeiture Grant Review Criteria and Scoring Sheet

Application Cover Page (10%)	0	1	2	3	4	5	X	Total	Comments
a. All fields within the cover page are complete. b. The budget matrix on the cover page accurately reflects the budget narrative pages in the application.							2		

Application Narrative (40%)	0	1	2	3	4	5	X	Total	Comments
a. At least 1 of 6 UBFG Purpose Areas selected? b. <b>Problem Statement:</b> Clearly describes the problem to be addressed with UBFG funding as it relates to the Priority Area(s) identified while supporting the <u>problem statement</u> with data and statistics? c. <b>Plan to Address the Problem:</b> Clearly describes how UBFG funding will be used to address the problem and Priority Area(s) identified and supports the plan with data and statistics? d. Application narrative does not exceed the 5 page limit?							8		

UBFG Regionalization Bonus (0-10 points)	Yes	No	x	Total	Comments
CCJ will allow applicants up to 10 additional points in the review for any county willing to contract with another county with an established, robust Pretrial Services program or any county with an established, robust Pretrial Services program that is willing to regionalize/expand their services to surrounding areas. a. Did the applicant indicate the participating County(s)? b. Did the applicant submit a Priority Areas 1 project that includes a <u>Reasonable, Practical and Verifiable</u> regionalization plan? Yes = 1-10, No = 0		0	1		

Application Budget Tables & Narrative (40%)	0	1	2	3	4	5	X	Total	Comments
a. Costs are reasonable for the project as outlined. b. Budget provides narrative justification of budget expenditures. c. Budget includes computation that clearly identifies the cost of each item and the quantity. d. All costs are allowable under the SAFG grant.							8		
<b>Final Score</b>								0	

Scoring is based on a scale of zero to five, with 5 being the highest possible and 0 the lowest. The highest score possible for any applicant is 100.

<b>Five:</b>	Excellent	Responsive and well-executed
<b>Four:</b>	Above average	Exceeds minimum in some areas
<b>Three:</b>	Acceptable	Meets the minimum requirements of the RFP
<b>Two:</b>	Fair	Partially unresponsive in some areas
<b>One:</b>	Inadequate	Fails to meet perceived needs
<b>Zero:</b>	Non-responsive	Not addressed in the proposal

## Application Cover Page (10 Points)



### UTAH COMMISSION ON CRIMINAL & JUVENILE JUSTICE

Utah State Capitol Complex  
 East Office Building, Suite E330  
 Salt Lake City, Utah 84114-2330  
 Ph: (801) 538-1031  
 Fax: (801) 538-1024



<b>Utah Bail Forfeiture Grant (UBFG)</b>	<b>CCJJ Grant #</b>	<b>25L-</b>
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**1. Your Agency Name and Address:**

**2. Agency Contact (Grant Project Director):**

**3. Phone Number:**

**4. E-mail Address:**

**5. Grant Start Date and End Date:** Start Date: **10/1/2024** End Date: **9/30/2026 (or sooner)**

**6. Federal Tax Identification Number (87-\_\_\_\_\_):**

**7. Application Budget Summary:**

Personnel & Fringe:	\$0
Contract Services	\$0
Equipment, Supplies and Operating :	\$0
Travel & Training:	\$0
<b>Total Grant Funds:</b>	<b>\$0</b>

**Signature in line 9 constitutes acceptance of the application narrative, budget, certified assurances and grant conditions.**

**8. Print Name and Title of Official Authorized to Sign** *(Official authorized to sign includes: City/County Mayor, Manager or Commissioner, Agency Director or President).*

**9. Signature of Official Authorized to Sign** *(Official authorized to sign includes: City/County Mayor, Manager or Commissioner, Agency Director or President).*

**For CCJJ use ONLY**

**Tom Ross,  
Executive Director of CCJJ**

[Signature Line]

## Application Narrative (40 points)

Please address each of the following bullet points in your application narrative (limit to no more than 5 pages, using 11 point font either Calibri or Times New Roman).

- Please check mark next to the following UBFG **Priority Areas** (must select at least 1 PA) that your project will address:

	<b>Priority Area 1</b> - Using grant funding to aid a county in establishing a pretrial services program or with the enhancement of an existing pretrial services program.
	<b>Priority Area 2</b> - Using grant funding for information system improvements and data collection efforts including but not limited to: risk analyses of arrestees to aid courts in making better informed decisions, improve access to information related to pretrial services for courts, indigent defense and others.
	<b>Priority Areas 3</b> - Using grant funding to create a system for text message reminders for court dates and other important information.
	<b>Priority Area 4</b> - Using grant funding to create or expand evidence based treatment programs offered through the agency pretrial release program.
	<b>Priority Area 5</b> - Using grant funding for evidence based drug/alcohol tests and testing instruments.
	<b>Priority Area 6</b> - Using funding for monitoring aids such ankle monitor equipment and supporting services (not including personnel).

- **Problem Statement:** Clearly identify the problem as it relates to the **Priority Area(s)**, that you want to address in this grant proposal (use statistics and other data where possible).
- **Plan to Address the Problem:** Based on the **Priority Area(s)** you selected, please describe in detail of how your proposal will use UBFG grant funding to address your Problem Statement and Priority Area(s) (use statistics and other data where possible).
- **Timeline:** Provide a time-line of project milestones for the period of your grant proposal.

### **UBFG County Regionalization Bonus for Priority Area 1 Projects Only (0 to 10 additional points)**

*CCJJ will allow UBFG applicants up to 10 additional points in the review process for any applicant county requesting funding under Priority Area #1 for any county willing to contract with another county currently operating an established, robust Pretrial Services program or any county with an established, robust Pretrial Services program that is willing to regionalize/expand their services to surrounding areas. **Simply indicating your project will partner with or regionalize with another county(s) is not sufficient to earn additional points. You will need offer a reasonable, practical and verifiable regionalization plan.** (Maximum of three (3) pages for this section, using 11-point font either Calibri or Times New Roman).*

- Please indicate the county or counties you agency will be partnering with?
  
- Describe how your county partnership will work by providing a detailed description of a reasonable, practical and verifiable regionalization plan (use statistics and other data where possible)

## Budget Tables & Narrative (40 points)

*Complete the Budget Tables page by including cost and quantity of items to be purchased. Within each budget category, you must provide a brief narrative description of the items to be purchased and explain how they will benefit your grant project.*

**Personnel** - Briefly describe the Personnel costs you will pay for with grant funding. Include detail on salary and benefits to be paid to any one receiving salary, Straight-time, or O/T from this grant. Personnel charges must be based on the normal rate of pay by the individual's home agency.

Total Personnel Costs	\$
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(Provide budget detail and narrative here)

**Contract Services** - Briefly describe the Contract Services you will pay for with grant funding. Any contractor you hire for services to this grant project must first be approved by your agencies purchasing department or Utah State Purchasing Department. Include contract numbers and/or copies of this contract.

Total Contract Costs	\$
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(Provide budget detail and narrative here)

**Equipment, Supplies and Operating (ESO)** - Briefly describe the ESO costs you will pay for with grant funding. Include item descriptions, unit costs and quantity of purchases. ESO purchases must follow the regular procurement policies of your agency or the State of Utah if your agency has no procurement policies.

Total ESO Costs	\$
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(Provide budget detail and narrative here)

**Travel/Training** - Briefly describe the Travel/Training costs you will pay for with grant funding. Include your travel destination, travel purpose, cost of lodging, per diem, ground transport, airfare, etc. Travel costs (including per diem) must follow state of Utah rates unless your agency travel rates are more restrictive. See Utah State Travel Rates at: <https://finance.utah.gov/wp-content/uploads/findit-FY23.pdf>

Total Travel/Training Costs	\$
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(Provide budget detail and narrative here)

<b>TOTAL GRANT BUDGET</b>	
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## Appendix 1

### CERTIFIED ASSURANCES (Utah State Funded Grants)

1. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Utah Commission on Criminal and Juvenile Justice (CCJJ) shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds.

2. **Reports.** The grantee shall submit such reports as CCJJ may reasonably require, including but not limited to quarterly financial and progress reports, and final financial and narrative reports. Quarterly financial and progress reports shall be received no later than 30 days (or as specified by CCJJ) after each quarter ends on March 31, June 30, September 30, and December 31. At such a point where grant funds have been accounted for in total, quarterly financial reports will no longer be required, however, narrative reports must continue to be submitted until the end of the grant period. ***Recipients (project director or proxy) of grant funding from CCJJ shall, at CCJJ's discretion, produce written and oral reports for the Utah Legislature or other entities on project progress and other information that pertains to the grant program.***

See State of Utah Travel Rates: <https://finance.utah.gov/wp-content/uploads/findit-FY23.pdf>

*\*The only exception to this policy is **personnel expenditures** when the applicant agency is acting as a fiduciary in a single grant serving two or more independent agencies. According to the Fair Labor Standards Act, personnel costs including overtime must be paid according to each individual agency's personnel policies.*

3. The applicant certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies and that the applicant will comply with all applicable Utah State laws, regulations, and guidelines.

4. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and their implementing regulations, 41 CFR Part 60.1 et seq., as applicable to construction contracts.

5. The applicant assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex or disability against a recipient of funds the recipient will forward a copy of the findings to CCJJ.

### GRANT CONDITIONS (Utah State Funded Grants)

1. **Compensation and Method of Payment.** The Utah Commission on Criminal and Juvenile Justice (CCJJ) will advance or reimburse the grantee, depending on the amount of award, for approved program expenditures as outlined in the grantee's budget. Reimbursement checks will be issued on a monthly or quarterly basis as financial status reports are submitted and approved unless other payment arrangements have been agreed to by CCJJ.

2. **Reports.** The grantee shall submit such reports as CCJJ may reasonably require, including at least quarterly financial and progress reports, and final financial and narrative reports. Quarterly financial and progress reports shall be received no later than 30 days after each quarter ends on March 31, June 30, September 30, and December 31. At such a point where grant funds have been accounted for in total, quarterly financial reports will no longer be required, however, narrative reports must continue to be submitted until the end of the grant period.

3. **Audit Reports.** Grantees who expend more than \$500,000 in State and/or Federal funds during a financial fiscal year must have annual examinations in the form of audits. These audits will be submitted to CCJJ with any Management Letters no less

than one month after completion of the audit. Local governments have 180 days after the end of their fiscal year to complete their audits while all other grantees have nine months to complete their audit. The audit must conform to OMB Circular A-133 and must contain a schedule of financial assistance. During the audit process, either the grantee or the auditor will send CCJJ a verification letter to confirm the amount of grant funds received.

4. **Utilization and Payment of Funds.** Funds awarded are to be expended ONLY for purposes and activities covered in the grantees approved budget. The grantee agrees to return all unexpended State funds provided hereunder to CCJJ within thirty (30) days of termination of the grant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audits.

5. **Expenses Not Allowable.** Project funds may not be expended for items not part of the approved budget or separately approved by CCJJ. Expenditure of funds in excess of ten percent (10%) of the amount budgeted per budget category will be permitted only with CCJJ's prior written approval. CCJJ will require a refund of grant monies for expenditures made without approval in the budget or by CCJJ. **State Grant Program Unallowable Costs include, but are not limited to:**

- Fees for Court-Related Services are prohibited. Specifically, no person who qualifies for court-appointed counsel or meets a specific definition of indigence – below 150% of the poverty line - may be charged fees for any condition that is associated with pretrial release or pretrial detention.
- Uses not specified in the agency's grant award application.
- Uses not approved or appropriated by the agency's legislative body.
- Uses, payments, or expenses that are not within the scope of the agency's functions.
- The purchase of alcoholic beverages or entertainment of any kind is not permitted with grant funds.
- The purchase of gifts or incentive awards of any kind.
- Food purchases in excess of Utah State per diem rates.
- Tips in excess of 20% on food purchases. Tips on any other grant related purchase other than food is not allowed.
- Late fees or other fines/penalties incurred by the grantee.
- Indirect costs

6. **Written Approval of Changes.** Grantees must obtain prior written approval from CCJJ for major program changes. These include (a) changes of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget as specified in condition 4; (d) budget adjustments in excess of ten percent (10%) of the affected budget category.

7. **Termination of Aid.** If through any cause the grantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the grant agreement, CCJJ shall have the right to terminate the grant agreement or to suspend fund payments by giving written notice to the grantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action.

8. **Inspection and Audit.** CCJJ, the Utah State Auditors Office, or any of their duly authorized representatives shall have access for purpose of audit and examinations to any books, documents, papers, and records of the grantee, and to relevant books and records of grantees and contractors.

9. **Maintenance of Records.** All financial and statistical records, supporting documents, and all other records pertinent to grants or contracts shall be retained for at least three years after completion of the project for purposes of State examinations and audits.

10. **Third Party Participation.** No contract or agreement may be entered into by the grantee for execution of project activities or provision of the services (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved proposal or approved in advance by CCJJ. Any such arrangement shall provide that the grantee will retain ultimate control and responsibility for the grant project and that the grant project and that the grantee shall be bound by these grant conditions and any other requirements applicable to the grantee in the conduct of the project. CCJJ shall be provided with a copy of all such contracts and agreements entered into by grantees.

11. **Conflict of Interest.** The grantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity, is presently, nor during the life of this contract shall be, officers or employees of CCJJ, provided that if such persons are or become officers or employees of CCJJ they must disqualify this application and any future discussions concerning the entity making this application.

12. **Project Director.** There shall at all times during the life of the grant agreement be an individual appointed by the grantee as "Project Director". This individual will be responsible for program planning, operation and administration under the grant agreement.

13. **Polygraph Examination:** A subgrantee assures that it will not ask or require an adult, youth, or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. The subgrantee further assures that the refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense.

# ITEM # 12

**Kane County Resolution No. R 2024-27 a Resolution  
Amending the Proposed Vermillion Cliffs Special Service  
District Boundaries and Board Composition**

**KANE COUNTY RESOLUTION NO. R 2024 - 27**

**A RESOLUTION AMENDING THE PROPOSED VERMILLION CLIFFS SPECIAL SERVICE DISTRICT BOUNDARIES AND BOARD COMPOSITION**

**WHEREAS** Kane County does not have a full-time fire-fighting force for providing fire protection for structural fires in unincorporated areas and provides statutory adequate fire protection for wildland fire suppression through the Sheriff's Office and in conjunction with the State of Utah, specifically the State Division of Forestry and Fire; and

**WHEREAS** Kane County does not collect any taxes to provide municipal structural fire protection; and

**WHEREAS** many unincorporated areas in Kane County include residential subdivisions and commercial areas that desire to have municipal level type fire protection services for their residences and businesses; and

**WHEREAS** these unincorporated areas are provided municipal structural fire protection services through a special service district such as the Church Wells Special Service District, the East Zion Special Service District and the Cedar Mountain Fire Protection District; and

**WHEREAS** the property owners within these various districts pay an annual fee for the fire protection services, and these fees vary by district based on the level of service that property owners and residents within each district desire to have; and

**WHEREAS** each of these districts, based on their specific circumstances, choose to provide structural fire protection services directly with their own fire department or by contracting with an existing fire department from a nearby governmental entity; and

**WHEREAS** the unincorporated area east of Kanab, without the structure of a special service district, has relied on Kanab City to provide structural fire protection services, without any cost to the communities of this area; and

**WHEREAS** Kanab City has seen challenges to providing adequate fire protection services within the limits of Kanab City without significant budget increases; and

**WHEREAS** Kanab City continues to provide structural fire protection services to the surrounding unincorporated areas to the extent that it does not detract from their ability to provide fire protection services to the tax payers of Kanab City and to the extent that there is a viable path forward for the City to be compensated for providing these services or for another entity to provide the services to the unincorporated areas east of Kanab; and

**WHEREAS** many residents and property owners desire to have consistent quality structural fire protection services at a reasonable cost, whether through Kanab City or some other entity; and

**WHEREAS** the Kane County Commission declares that the public health, convenience, and necessity require the creation of a special service district in the area described in Attachment A (legal description) and Attachment B (Map) for the purpose of providing fire protection services as defined by Utah Code §17D-1-201(9); and

**WHEREAS** the Kane County Commission set forth its notice of intent to create a special service district governed by Utah Code Title 17D Chapter 1, the Special Service District Act, as described above, to be named the Vermillion Cliffs Special Service District (“District”) as set forth originally in Kane County Resolution No 2024-4; and

**WHEREAS** the Kane County Commission desires to reduce the proposed boundaries of the District to exclude the Deer Springs Ranch area and to establish that the District will be initially governed by an Administrative Control Board with five members, two of which to initially appointed by the Kane County Commission until they can be elected at the next municipal election and three of which will be appointed by the Kane County Commission;

**WHEREAS** the creation of this District is part of a long term plan of establishing county wide fire protection at which time this District would likely be dissolved; and

**WHEREAS** the statutory authority for this resolution is found in Utah State Code §§ 17-53-201, 17D-1-401 et. seq., and 17D-1-201 et. seq.;

**NOW THEREFORE BE IT RESOLVED BY THE KANE COUNTY BOARD OF COMMISSIONERS IN AND FOR KANE COUNTY, STATE OF UTAH AS FOLLOWS:**

1. The proposal for the creation of the Vermillion Cliffs Special Service District (“District”) as discussed originally in Kane County Resolution No. 2024-4 is amended as set forth in this resolution.
2. The boundaries of the proposed District will no longer include the area commonly referred to as Deer Springs Ranch, which boundaries are more fully described in the legal description set forth in Attachment A and the boundary map set forth in Attachment B which are incorporated as if set forth fully herein.
3. The District is proposed to be governed by a five member Administrative Control Board as set forth and allowed by state law. Two members of the board will be initially appointed by the Kane County Commission and will serve until January 1, 2026 following the next municipal election at which time these two positions will be converted

to elected positions to be elected during the 2025 municipal election, one for an initial term of two years with subsequent four year terms and one for a term of four years. Three members of the board will be appointed by the Kane County Commission with one member serving for an initial term ending January 1, 2026 and two members serving for an initial term ending January 1, 2028, each with subsequent four year terms.

- 4. A public hearing regarding this notice of intent has been held and the protest period will end on Sept. 9, 2024.
- 5. This resolution is effective immediately.

ADOPTED this 29<sup>th</sup> day of August, 2024.

ATTEST:

\_\_\_\_\_  
Patty Kubeja, Chair  
Board of Commissioners  
Kane County

\_\_\_\_\_  
CHAMEILL LAMB  
Kane County Clerk

Commissioner Heaton voted \_\_\_\_\_  
Commissioner Meyeres voted \_\_\_\_\_  
Commissioner Kubeja voted \_\_\_\_\_

# ITEM # 13

Review/Approve Donation to the Kanab All  
Female Council Memorial

# ITEM # 14

Review of Legislative Issues

# ITEM # 15

Commissioner Report on Assignments