

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



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

## KANAB CITY PLANNING COMMISSION

26 North 100 East  
Kanab, UT 84741

**March 6, 2025**

**NOTICE** is hereby given that the Kanab Planning Commission will hold its regular Commission Meeting on the 6<sup>th</sup> day of March 2025, in the City Council Chambers at the Kanab City Office located at 26 North 100 East in Kanab. The Planning Commission meeting will convene at 6:30 PM and the agenda will be as follows:

### **Agenda Items:**

1. Call to Order and Roll Call
2. Approval of meeting minutes from February 4, 2025
3. Public Comment Period – Members of the public are invited to address the Planning Commission. Participants are asked to keep their comments to 3 minutes and follow rules of civility outlined in Kanab Ordinance 3-601

### **Administrative Decision Items:**

1. Discuss, approve or deny a Site Plan Review for an addition and remodel to Lumber Plus located at 227 East 300 South [Applicant Iron Rock Engineering]
2. Continued Item - Discuss, approve or deny a Conditional Use Permit for a Heavy Equipment Storage Area [Applicant Michael & McKenzie Little]
3. Discuss, approve or deny a monument sign for State Bank of Southern Utah located approximately at 98 W Center St. [Applicant State Bank of Southern Utah]
4. Discuss, approve or deny a monument sign for Kanab City Police Department located approximately at 235 S 100 E. [Applicant State Bank of Southern Utah]
5. Discuss and recommend to City Council a plat amendment to the Creekside Subdivision for parcels K-342-36, K-342-37, K-342-38 located near 1635 S East Creekside [Applicant Iron Rock Engineer and Miller Family Trust]

### **Legislative Decision:**

6. Discuss and recommend to City Council a vacation of a public utility easement on Parcel K-19-13-Annex located approximately at 850 S HWY 89A [Applicant: Iron Rock Engineering and Kanab Double C LLC]
7. Discuss and recommend to City Council an amendment to a development agreement for Ventana Resort Village. [Applicant Iron Rock Engineer and M-W Kanab LLC]
8. Discuss and recommend to City Council a development agreement for Framework LLC (Lumber Plus) [Iron Rock Engineer and Framework LLC]

### **Work Meeting:**

### **Staff Report:**

### **Commission Member Report:**

**– A Western Classic –**

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**Council Member Liaison Report:**

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

**– A Western Classic –**

**Kanab City Planning & Zoning Commission Meeting**  
**February 4, 2025**  
**Kanab City Council Chambers**  
**26 North 100 East**  
**6:30 PM**

## Agenda Items:

## 1. Call to Order and Roll Call

**In attendance** – Commission Members Ben Aiken, Marlee Swain, Russ Whitaker, Nate Lyman (arrived late), Kerry Glover, and Dennis Shakespear; Building/Land Use Administrator Janae Chatterley, City Attorney Kent Burggraaf and City Council Liaison Arlon Chamberlain (left early)

## **Not in attendance – Commission Members Terry Edwards and Mark Gilberg**

## 2. Approval of meeting minutes from December 3, 2024 and January 7, 2025

Chair Whitaker made a motion to approve December 3, 2024, and January 7, 2025, meeting minutes. Commission Member Aiken seconded the motion.

Russ Whitaker – YES

Ben Aiken – YES

Marlee Swain – YES

Nate Lyman – YES

Kerry Glover – YES

Dennis Shakespear - YES

Terry Edwards – Absent

## Mark Gilberg – Absent

3. **Public Comment Period –** Members of the public are invited to address the Planning Commission. Participants are asked to keep their comments to 3 minutes and follow rules of civility outlined in Kanab Ordinance 3-601

### **Administrative Decision Items:**

1. Discuss, approve, or deny a Site Plan Review for an addition to Lumber Plus located at 227 East 300 South [Applicant Iron Rock Engineering]

Janae Chatterley explained that Lumber Plus, along with a representative from Iron Rock Engineering, submitted a building permit application for an addition and future remodel. The project would be completed in two phases, beginning with a 320-square-foot contractor's office added to

38 the storage building on the east side of the property. The second phase would include an expansion  
39 and remodel of the main building. The site plan review was triggered by the building permit  
40 application. Staff reviewed the proposal based on site plan requirements, curb, gutter, sidewalk  
41 regulations, and parking provisions. The curb, gutter, and sidewalk were already in place, and the  
42 landscaping requirements were met. However, concerns arose regarding parking spaces, as some  
43 were located in city easements or within the UDOT right-of-way. Previous cases involving off-site  
44 parking agreements were referenced, including those with local businesses and county offices. She  
45 noted that certain parking stalls were affected by the highway easement and city easements,  
46 reducing available parking by ten spaces. Since the business only had one extra space, this resulted  
47 in a shortfall of nine spaces. She mentioned an option under city regulations that would allow  
48 modified parking due to the highway frontage, similar to a previous case with the State Bank of  
49 Southern Utah. Staff recommended approving the site plan for the contractor's office, as it would  
50 not significantly impact customer traffic. However, she emphasized the need for discussions with  
51 the applicant or owner about addressing parking concerns during phase 2. She also highlighted a  
52 proposed addition near the parking lot and a potential acquisition of a nearby property previously  
53 used as a church, which would require parking considerations in the site plan.

54

55 Commission Member Aiken inquired about the necessity of an agreement for parking spaces  
56 affected by the modifications.

57

58 Ms. Chatterley confirmed that an agreement with the city would be required and explained that  
59 encroachment on city easements was common for older buildings. She cited examples of other  
60 businesses, such as Escobar's and the Junction, where parts of their operations extended into city  
61 easements.

62

63 Commission Member Aiken remarked that the city was unlikely to make changes to the west-side  
64 parking in the near future.

65

66 Ms. Chatterley agreed but emphasized the importance of securing agreements to clarify  
67 maintenance responsibilities and public access. She also mentioned that only one and a half parking  
68 spaces would be lost due to UDOT easements and that the ordinance allowed for modified parking  
69 through a conditional use permit.

70

71 Commission Member Aiken noted that parking was rarely an issue.

72

73 Ms. Chatterley pointed out that additional parking spaces were being added as part of the plan.

74

75 Commission Member Glover commented on the limited parking availability in certain areas due to  
76 existing driveways and storage needs for lumber.

77

78 Matt Henke, representing Lumber Plus and Iron Rock Group, provided an overview of the intent  
79 behind the design. He explained that the plan aimed to maintain as much of the existing parking

80 layout as possible, with only minor reallocation of handicapped spaces to improve accessibility.  
81 Additional parking spaces were added to comply with current ordinances. The team opted not to  
82 make unnecessary changes, such as reducing bike spaces but left room for minor adjustments. He  
83 stated that their preferred approach was to secure agreements with UDOT and the city rather than  
84 making major parking alterations. A meeting with UDOT was scheduled to discuss an official  
85 agreement, and they hoped to establish a similar arrangement with the city.

86  
87 Kent Burggraaf stated that Lumber Plus would need to petition the city for an agreement regarding  
88 parking. He explained that while the city council would likely be inclined to grant the agreement, the  
89 terms might not be identical to the Beckstead agreement. Since the project had triggered an  
90 evaluation of the site, an agreement was necessary before moving forward.

91  
92 Matt Henke asked about the formal process for the petition and whether it required an application  
93 or a city council meeting.

94  
95 Mr. Burggraaf clarified that it was a development agreement application.

96  
97 Matt Henke confirmed that they would begin the process and asked if there were any other  
98 concerns that needed to be addressed.

99  
100 Commission Member Glover asked about the business plan for parking, noting that many people  
101 currently park in the back where new parking stalls were proposed. He questioned whether the  
102 business had an alternative location to park equipment.

103  
104 Matt Henke responded that employee parking was already included in the ordinance requirements.

105  
106 Commission Member Glover asked if they intended to leave the lot on the opposite side open and  
107 stated that he was just curious about the plan.

108  
109 Matt Henke confirmed that they were not making changes to that area.

110  
111 Ms. Chatterley asked whether a particular area would be enclosed or covered.

112  
113 Matt Henke clarified that the garden area behind the building would be enclosed, creating an  
114 additional bay that would extend the building.

115  
116 Ms. Chatterley asked if this would affect the square footage.

117  
118 Matt Henke assured her that the square footage had already been accounted for.

119  
120 Commission Member Glover asked whether the church building would become part of the hardware  
121 store.

122  
123 Ms. Chatterley confirmed that the church building would be absorbed into the store and that the  
124 second-floor offices would be remodeled, though they already existed. She explained that the  
125 parking requirements were calculated based on the retail space, not storage areas and that the  
126 business needed 41 parking stalls.  
127  
128 Commission Member Glover asked whether the approval process depended on the conditions being  
129 met.  
130  
131 Ms. Chatterley explained that the contractor's office needed to be relocated to proceed with the  
132 renovations. Since the contractor's office would not significantly increase customer traffic, she was  
133 comfortable moving forward with the site plan and building permit process. However, she  
134 emphasized that parking needed to be addressed before approving the larger remodel. She noted  
135 that the business could modify its parking requirements through a conditional use permit.  
136  
137 Matt Henke asked whether full approval should be delayed until a parking agreement was secured.  
138  
139 Mr. Burggraaf recommended adding a condition that the parking issue be resolved within six  
140 months. He explained that the project did not meet parking requirements without an agreement but  
141 that there were multiple ways to resolve this, including petitioning the city or applying for a  
142 conditional use permit. While the city typically preferred agreements to be in place before this  
143 stage, he believed approval could proceed with the conditions attached.  
144  
145 Ms. Chatterley clarified that the current site plan review applied only to the contractor's office and  
146 not the full remodel.  
147  
148 Mr. Burggraaf noted that even for the expansion, a parking agreement would still be required.  
149  
150 Ms. Chatterley estimated that the business had 25 parking spaces on-site and would need one  
151 additional space for the contractor's office. However, she needed to verify whether the existing  
152 square footage met the parking requirements.  
153  
154 Mr. Burggraaf reiterated that Lumber Plus needed to formally address parking within six months,  
155 either by securing an agreement with the city or through other means. He stated that while the  
156 agreement was not in place yet, adding this condition to the approval would allow the project to  
157 move forward.  
158  
159 Matt Henke acknowledged that the team had not initially considered the contractor's office as part  
160 of a full-site review. He assured the commission that they had no concerns about meeting the  
161 timeline for addressing the parking issue.  
162 Commission Member Aiken made a motion to approve the site plan that allows staff to move  
163 forward with the building permit process for the contractor's office addition to Lumber Plus located

164 at 217 East 300 South based on the staff's analysis of findings, recommendations, and conditions  
165 listed in report number 20250201, with conditions A and B and adding that the issue with parking on  
166 city property be addressed within six months. Chair Whitaker seconded the motion.

167 Russ Whitaker – YES  
168 Ben Aiken – YES  
169 Marlee Swain – YES  
170 Nate Lyman – YES  
171 Kerry Glover – YES  
172 Dennis Shakespear - YES  
173 Terry Edwards – Absent  
174 Mark Gilberg – Absent

175 **2. Discuss, approve, or deny a Conditional Use Permit for a Heavy Equipment Storage Area**  
176 **[Applicant Michael & McKenzie Little]**

177  
178 Ms. Chatterley introduced an application for a conditional use permit submitted by Michael and  
179 McKenzie Little for the property at 802 Chinle Drive. The applicants, who were not present, sought  
180 to store heavy equipment for their rental business, which was currently located on Highway 89A.  
181 The property was zoned C3, where heavy equipment storage was permitted as a conditional use  
182 under Chapter 20 of the commercial zoning regulations. She noted that the property was currently  
183 vacant, with a hotel under construction to the north, storage units to the west, and residential areas  
184 to the east and south. She raised concerns about access points being created on the property. She  
185 stated that staff became aware of the situation after noticing grading and excavation work. The  
186 property owners were informed that a conditional use permit was required for their intended use.  
187 She highlighted concerns about access being created through Rocky Road Drive, a residential access  
188 point in the Macy Hill subdivision, which could disrupt residents and cause wear on public  
189 infrastructure. Additionally, she pointed out that there were now three access points within 150  
190 feet, which could negatively impact traffic, especially since Chinle Drive was planned as a major  
191 collector road. She relayed concerns from the public works director, Jake, regarding dust control,  
192 potential mud, and rock being tracked onto the road. She noted that the property owners planned  
193 to use the rock to reduce dust but suggested requiring a hardscaped driveway approach, similar to  
194 what was done for a batch plant on Highway 89. She clarified that the commission could approve or  
195 deny the application and set conditions to mitigate potential issues. She cited Chapter 8, which  
196 outlined four findings required for conditional use approval, including that the use must be  
197 necessary, desirable, not detrimental to public health and safety, compliant with city ordinances,  
198 and consistent with the city master plan.

199 Mr. Burggraaf raised a concern about whether the proposed use fit under the category of storage.

200 Ms. Chatterley clarified that the lot would only be used to store heavy equipment while all rental  
201 transactions would continue at the Highway 89A office. Employees would use the lot for loading,  
202 unloading, and delivering equipment, but customers would not be on-site.

203 Commission Member Aiken referenced pictures of the site, noting that one appeared to show a  
204 wrecked vehicle.

205 Ms. Chatterley explained that staff had taken the pictures themselves to provide an updated view of  
206 the lot, which had been cleared of weeds.

207 Commission Member Glover stated that the property owners likely had a tow truck they used to  
208 transport rental equipment.

209 Chair Whitaker expressed concerns about stormwater drainage, noting that the site's slope could  
210 lead to water runoff into nearby residential properties, particularly in Mesa Hills, which already  
211 experienced flooding issues.

212 Ms. Chatterley confirmed that stormwater drainage had not yet been addressed.

213 Chair Whitaker emphasized that a stormwater drainage plan needed to be approved by public works  
214 and the city engineer, as flooding was a recurring problem in the area.

215 Ms. Chatterley suggested adding a condition requiring approval of a stormwater drainage plan.

216 Chair Whitaker also raised concerns about noise disturbances due to the property's proximity to  
217 residential areas. He suggested limiting operational hours to prevent disruptions to nearby  
218 homeowners.

219 Mr. Burggraaf confirmed that operational hours could be restricted under the conditional use  
220 permit and suggested setting a required distance between equipment storage and residential  
221 property lines.

222 Ms. Chatterley proposed requiring equipment to be stored at least 20 feet from the property  
223 perimeter.

224 Chair Whitaker reiterated that residents should not have to endure noise from heavy equipment  
225 during evening hours.

226 Ms. Chatterley referenced Chapter 8, which allowed for conditions on operation hours, site layout,  
227 and dust mitigation. She explained that the commission could also require improvements such as  
228 sidewalks and curbs as part of the permit approval.

229

230 Mr. Burggraaf advised that any conditions should clearly address specific concerns to ensure  
231 enforceability.

232 Chair Whitaker asked if the applicants should be required to obtain a state-issued stormwater  
233 prevention permit.

234 Ms. Chatterley clarified that the city typically required permanent stormwater retention or  
235 connection to an existing stormwater system, but since no system existed in this area, the applicants  
236 would likely need a retention or detention pond.

237 Mr. Burggraaf recommended specifically requiring a stormwater detention system approved by the  
238 public works director to ensure clarity and accountability.

239 Ms. Chatterley added that failure to comply with conditional use permit requirements could result in  
240 revocation. She also noted that the permit would remain with the land even if ownership changed.

241 Commission Member Aiken stated that while the location fit well with nearby storage units, it did  
242 not align with surrounding residential properties and other commercial activities. He suggested  
243 requiring a privacy wall.

244 Commission Member Glover proposed a six-foot fence.

245 Ms. Chatterley confirmed that a six-foot privacy fence was already required for commercial  
246 properties adjacent to residential lots.

247 Commission Member Aiken asked whether existing vinyl fences in the residential backyards met this  
248 requirement.

249 Ms. Chatterley stated that they did but noted that the east side of the property might still need  
250 additional fencing.

251 Mr. Burggraaf referenced Chapter 20, which required a site-obscuring fence of at least six feet and  
252 prohibited stored equipment from exceeding the fence height.

253 Ms. Chatterley pointed out that most heavy equipment would exceed six feet in height.

254 Mr. Burggraaf suggested requiring stored equipment to be kept further from the residential  
255 boundary to minimize visual impact.

256 Commission Member Shakespear asked about water runoff from the site and its impact on  
257 surrounding properties.

258

259       Commission Member Swain described how water from Mesa Hills traveled through nearby  
260       properties and into residential backyards, exacerbating drainage issues.

261       Commission Member Shakespear noted that while some water flowed from Hillside Drive, the  
262       primary concern was runoff from the applicant's property directly into nearby residential yards.

263       Commission members discussed the direction of water runoff, noting that it would likely flow east of  
264       the Comfort Suites, down Chinley Drive, and into nearby residential backyards. There was concern  
265       that diverting water north would only push it into the Mesa Hill subdivision, where the existing  
266       retention pond was already inadequate and frequently overflowed.

267       Ms. Chatterley provided an example of how Family Dollar had been required to install a retention  
268       pond, which had recently filled with sediment and caused overflow issues for neighboring residents.  
269       She suggested that a similar retention pond could be required for this property to manage  
270       stormwater runoff.

271       Commission Member Aiken pointed out that the existing retention pond near Rocky Road might  
272       need to be deepened to accommodate additional water flow.

273       Commission Member Glover remarked that while improvements could be made, the issue was  
274       larger than this individual property. Even if the applicants were required to install curb and gutter  
275       infrastructure, the water would still ultimately flow into the same problematic areas.

276       Ms. Chatterley noted that the applicants had done grading work to raise the front of the property,  
277       which could potentially increase the speed of water runoff to the south.

278       Commission Member Aiken expressed concern that if the applicants laid gravel, it would prevent  
279       water absorption and worsen flooding for the residential properties.

280       Chair Whitaker stated that the broader issue was a lack of adequate drainage along the north side of  
281       Chinley Drive. He suggested that if proper drainage were installed, water could be directed behind  
282       the hill and into an existing wash near the hotel.

283       Commission Member Glover agreed, emphasizing that Chinley Drive already had significant drainage  
284       issues and that previous development approvals had included plans to realign the intersection at the  
285       highway to improve flow.

286       Ms. Chatterley confirmed that realignment was planned, though the timeline remained uncertain.

287       Commission members considered potential solutions, including requiring the applicants to construct  
288       a retention pond at the southeast corner of the property near Rocky Road.

289

290 Ms. Chatterley explained that city standards required commercial properties to install detention  
291 basins capable of handling a 100-year flood event, as no municipal stormwater system was available  
292 in the area. She noted that every commercial development along Chinley Drive and Highway 89 had  
293 been required to include similar detention measures.

294 Chair Whitaker asked how existing water runoff affected agricultural fields downstream.

295 Ms. Chatterley noted that when retention ponds filled up, overflow could reach the surrounding  
296 properties. She outlined the three access points on the property: one established entrance, one new  
297 access directly across from 900 East, and an informal access created by vehicles driving over  
298 vegetation onto Rocky Road.

299 Commission Member Aiken questioned whether the applicants planned dual access points for easier  
300 maneuverability.

301 Commission Member Glover asked if the commission could limit the number of access points.

302 Ms. Chatterley confirmed that the city's ordinances set spacing requirements for access points,  
303 which were not currently being met. She suggested that access onto Rocky Road could potentially  
304 be allowed if a proper driveway approach were installed to prevent damage to sidewalks.

305 Commission Member Aiken noted that the road width varied, with some sections narrowing, which  
306 could impact how large equipment moved in and out of the site.

307 Ms. Chatterley explained that while the equipment was maneuverable, access points needed to  
308 comply with city standards.

309 Mr. Burggraaf emphasized the importance of clearly stating all conditions for approval in order to  
310 ensure compliance. He suggested making it explicit that the applicants must follow land use  
311 ordinance Chapter 20-7A, which required stored materials to be obscured by fencing.

312 Commission members discussed potential challenges with this requirement, as some heavy  
313 equipment would exceed fence height.

314 Ms. Chatterley confirmed that the applicants had already begun storing equipment on-site.

315 Mr. Burggraaf recommended postponing the decision until the applicants could provide further  
316 input rather than approving a conditional use permit that might later require revocation.

317 Chair Whitaker asked whether the primary issue with the three access points was their proximity to  
318 each other.

319 Ms. Chatterley confirmed that was the main concern.

320

321 Mr. Burggraaf added that the site's historical access had been through the adjacent storage units  
322 and that restricting access to align with 900 East would likely be the best option.

323 Commission Member Whitaker made a motion to postpone the decision until the next month.  
324 Commission Member Swain seconded the motion.

325 Russ Whitaker – YES

326 Ben Aiken – YES

327 Marlee Swain – YES

328 Nate Lyman – YES

329 Kerry Glover – YES

330 Dennis Shakespear – YES

331 Terry Edwards – Absent

332 Mark Gilberg – Absent

333

**334 3. Discuss and recommend to the City Council a final plat for Ventana Resort Village Phase 2  
335 [Applicant Iron Rock Group/Mountain West Development]**

336 Ms. Chatterley introduced the final plat review for Ventana Phase Two following its preliminary plat  
337 approval. She stated that the property owner was Citla, with Iron Rock Engineering as the  
338 representative, though ownership might have transitioned to Mountain West Development. This  
339 phase involved five building lots, open space, public and private roads, and a public access trail that  
340 would remain privately owned. The development followed the city's subdivision ordinance under  
341 Chapter 2A. She noted that the required submittal documents, including scaled drawings, utility  
342 service commitment letters, and soil investigation reports, had been received, but the engineering  
343 and public works reviews were still in progress. She highlighted concerns regarding street naming,  
344 explaining that "East Pass" could cause confusion with emergency services and deliveries since  
345 addresses would read redundantly, such as "609 East, East Pass." She also pointed out  
346 inconsistencies in address assignments for workforce housing units, which appeared to be placed on  
347 the wrong road.

348

349 Ms. Chatterley then addressed concerns about the road infrastructure. Ventana Drive, the main  
350 public road through the development, was initially planned to have curbs, gutters, and sidewalks on  
351 both sides. However, the final plat only included a 10-foot trail on one side, which did not align with  
352 city design standards. She explained that Iron Rock Engineering had already submitted an  
353 application to amend the development agreement to allow for this change. The trail, being within a  
354 city easement, presented complications regarding liability and maintenance. Additionally, there  
355 were concerns about infrastructure placement beneath the trail and the responsibility for repairs  
356 should the city need access.

357

358 Ms. Chatterley mentioned minor issues, such as the need for street sign locations and a binding  
359 dedication document outlining which areas would be dedicated to the city or a homeowners'  
360 association. She clarified that final plats now required the inclusion of subdivision improvement  
361 plans for infrastructure, which previously underwent separate reviews. She explained that the  
362 project was being reviewed by the commission earlier than usual due to the developer's scheduling  
363 constraints and funding considerations. While the project was still in its initial review phase, the  
364 developer had planned for city approvals to occur in February. She stated that the commission had  
365 multiple options, including approving the plat with conditions, postponing it to the next meeting in  
366 March, or issuing a negative recommendation to the city council. Since the full review process had  
367 not yet been completed, staff did not provide a recommendation.

368  
369 Commission Member Swain asked if a special meeting could be held to accommodate the  
370 developer's timeline.

371  
372 Ms. Chatterley confirmed that special meetings were possible but noted that the city council would  
373 also need to schedule one, which was uncertain.

374  
375 Commission Member Glover inquired when the plat would go to the city council if approved that  
376 evening.

377  
378 Ms. Chatterley stated that if the commission issued a positive recommendation, it would be placed  
379 on the city council's next agenda, scheduled for the following week. However, she noted that the  
380 city council might not do the same even if the planning commission held a special meeting.

381  
382 Chair Whitaker asked whether all necessary information would be available by the city council  
383 meeting the following week.

384  
385 Ms. Chatterley anticipated that the first round of public works and engineering corrections would be  
386 available but might not be fully addressed.

387  
388 Commission Member Glover asked when the city moved to a single monthly meeting schedule.

389  
390 Ms. Chatterley responded that the decision was made in December, following a period where the  
391 commission had frequently canceled second meetings due to a lack of agenda items or quorum  
392 issues.

393  
394 Commission Member Aiken asked for clarification on whether the commission was reviewing  
395 subdivision approval.

396  
397 Ms. Chatterley confirmed that it was a final plat approval with subdivision improvement plans.

398

399 Commission Member Aiken inquired about the need for a new agreement regarding the road  
400 layout.

401  
402 Ms. Chatterley stated that the biggest issue she had found was the proposed trail placement. While  
403 some previous developments had trails near roads, those were maintained by the city. In this case,  
404 the trail would be within a city easement but maintained by the developer, raising liability concerns.  
405 She emphasized that if the city needed to access infrastructure beneath the trail, responsibilities for  
406 repair would need to be clearly outlined.

407  
408 Mr. Burggraaf explained that the development agreement amendment would be straightforward,  
409 primarily addressing liability, indemnification, and maintenance responsibilities. He expected the  
410 developer to be willing to maintain the trail since they were already responsible for trails  
411 throughout their development. However, he noted that a legislative decision regarding the  
412 development agreement amendment could delay the administrative approval of the plat.

413  
414 Commission Member Aiken asked whether the previous agreement had included sidewalks on both  
415 sides and if they were now being replaced by a trail.

416  
417 Mr. Burggraaf clarified that the original development agreement did not account for the proposed  
418 exception of having only a trail instead of sidewalks.

419  
420 Ms. Chatterley added that under the planned development regulations, a single sidewalk was  
421 permitted if alternative pedestrian paths existed, but the current request eliminated sidewalks  
422 entirely, which was not supported by existing ordinances.

423  
424 Commission Member Swain expressed interest in continuing discussions on the trail placement  
425 issue.

426  
427 Tom Avant, representing Iron Rock Group, spoke on behalf of the developer. He acknowledged that  
428 the trail exception had not been included in the development agreement and that the architects had  
429 made the change after its approval. He noted that a similar approach had already been  
430 implemented in Phase One. He explained that due to project funding constraints and the transition  
431 to one commission meeting per month, the developer sought conditional approval to prevent  
432 delays.

433  
434 Mr. Avant stated that the sidewalk concern was raised the previous day, and the developer  
435 submitted an amendment request within hours. He assured the commission that they were not  
436 delaying the process and were prepared to negotiate indemnification and maintenance terms. He  
437 suggested using the same maintenance agreement as another project, in which the city would  
438 maintain the road base while the developer remained responsible for resurfacing and repairs.

439

440 Commission Member Glover expressed concern over the number of unresolved issues, stating that  
441 from the city council and planning perspective, it appeared that too many elements were missing to  
442 justify pushing the approval through. He acknowledged that if the planning commission members  
443 were comfortable with the outstanding issues, he would support moving it forward to the city  
444 council. However, he personally did not see a reason to approve it in its current state.

445  
446 Ms. Chatterley clarified that approval would require the necessary staff reviews for plat subdivision  
447 improvement plans and other required documents before recording the plat with the county clerk.  
448 She explained that any motion would include a condition requiring those approvals before finalizing  
449 the plat.

450  
451 Commission Member Glover reiterated that the planning commission should only move forward if  
452 they were comfortable with the missing elements. If the commission was willing to accept the  
453 conditions and let the city council address the remaining concerns, he would support that decision.

454  
455 Ms. Chatterley added that she had discovered the development agreement issue the previous week  
456 and communicated it to Iron Rock Engineering. She confirmed that the staff report was sent on  
457 Monday, but an additional condition needed to be added, requiring an amended development  
458 agreement to allow trails in city easements in lieu of sidewalks.

459  
460 Mr. Burggraaf noted the difficulty of making an administrative decision while waiting for a legislative  
461 amendment. He acknowledged that it created complications and made the process less ideal.

462  
463 Commission Member Aiken pointed out that the commission was being asked to approve a project  
464 that was incomplete simply to meet a scheduling request. He stated that the missing elements were  
465 the developer's responsibility and that the commission should not feel pressured to accommodate  
466 their timeline at the expense of due diligence.

467  
468 Mr. Burggraaf explained that the staff could not provide a direct recommendation as the situation  
469 was not ideal. He stated that while they wanted to be accommodating, the project should not have  
470 been presented for approval before all necessary elements were in place. He emphasized that the  
471 commission had to weigh the facts and make the difficult decision.

472  
473 Ms. Chatterley explained that the subdivision improvement plan approval was a three-step process  
474 and that she had only completed her portion of the review. The engineers and public works director  
475 had yet to provide their input, making it impossible for her to speak on their behalf.

476  
477 Commission Member Glover stated that he was not comfortable approving the project as it stood  
478 but also did not think it should be denied outright. He motioned to continue the discussion to the  
479 next meeting.

480

481      Commission Member Glover made a motion to continue to the next meeting. Commission Member  
482      Lyman seconded the motion.

483  
484      Russ Whitaker – YES

485      Ben Aiken – YES

486      Marlee Swain – YES

487      Nate Lyman – YES

488      Kerry Glover – YES

489      Dennis Shakespear – YES

490      Terry Edwards – Absent

491      Mark Gilberg – Absent

492  
493      **Legislative Decision:**

494      **4. PUBLIC HEARING:** Discuss and recommend to the City Council a text amendment for the Kanab City  
495      Land Use Ordinance, Chapter 4-22 Temporary Lodging. [Applicant: Kanab City]

496      Ms. Chatterley explained that the city council had discussed altering business license requirements  
497      to remove the mandatory fire inspection for vacation rentals. Initially, it was believed that this  
498      change would only affect the general ordinances, but upon review, she found that Chapters 4-22  
499      also contained references to these inspections. The proposed amendment sought to remove fire  
500      inspection requirements from land use ordinances and instead refer business owners to the general  
501      business license section for regulations. She noted that under the current ordinance, renewal of a  
502      business license required an inspection from both the zoning administrator and the local fire  
503      inspector. However, the zoning administrator's role had already been made discretionary rather  
504      than mandatory, and the fire inspections were being reconsidered.

505      Ms. Chatterley explained that under the new proposal, vacation rental owners would be responsible  
506      for conducting self-inspections and certifying that they met city, state, building, and fire codes. She  
507      provided an overview of the self-certification checklist, which included compliance with setback  
508      requirements, occupancy limits, fire exit plans, smoke and CO2 detectors, and fire suppression  
509      systems when required. A key area of contention was the enforcement of fire suppression systems  
510      for transient rentals with an occupancy of 11 or more people. She stated that in 2018, Kanab City  
511      decided to enforce this requirement, but some property owners had pushed back, seeking relief  
512      from the city council. She emphasized that under the self-certification model, liability would shift to  
513      homeowners, who would be responsible for ensuring compliance with fire and building codes.

514  
515      Commission Member Shakespear asked whether new vacation rental applications would still require  
516      an initial city inspection.

517  
518  
519  
520

521 Ms. Chatterley confirmed that if self-inspections were approved, all new and renewal applications  
522 would follow the same self-certification process.

523  
524 Mr. Burggraaf elaborated that this issue had been raised by residents who were dissatisfied with city  
525 inspections. He explained that while the city could not exempt owners from state and fire codes, it  
526 could allow self-certification, shifting liability onto property owners if they falsely claimed  
527 compliance.

528  
529 Commission Member Aiken questioned why vacation rentals were being treated differently from  
530 other businesses, arguing that this amendment created an exception for one group.

531  
532 Ms. Chatterley responded that residential homes did not typically require fire inspections unless  
533 they were being used as transient rentals with 11 or more occupants. Commercial businesses,  
534 including hotels and retail stores, would still require fire inspections.

535  
536 Commission Member Glover countered that residential homes rented to long-term tenants with 11  
537 or more people were not required to install fire suppression systems, raising questions about  
538 fairness. He pointed out that state codes were open to interpretation and that the self-certification  
539 process transferred responsibility to property owners rather than eliminating fire safety  
540 requirements.

541  
542 Commission Member Aiken remained opposed to the amendment, stating that it catered to a small  
543 group of property owners seeking to avoid compliance with regulations that applied to businesses  
544 like hotels.

545  
546 Ms. Chatterley explained that the city lacked sufficient staff to conduct regular inspections, and the  
547 fire department already struggled to keep up with commercial business inspections. Increasing  
548 enforcement would require adjustments to the fee structure, as the current \$25 inspection fee was  
549 inadequate to fund additional staffing.

550  
551 Commission Member Swain formally opened and closed the public hearing.

552  
553 Commission Member Glover made a motion to send a positive recommendation to the City Council  
554 to adopt the changes to the Kanab City Land Use Ordinance Chapter 4-22, identified in Exhibit A of  
555 the staff report for TXT 25-002. Commission Member Swain seconded the motion.

556  
557 Russ Whitaker – YES

558 Ben Aiken – NO

559 Marlee Swain – YES

560 Nate Lyman – YES

561 Kerry Glover – YES

562 Dennis Shakespear – YES

563 Terry Edwards – Absent  
564 Mark Gilberg – Absent  
565

566 **Work Meeting:**

567 **1. Open Public Meetings Training**

568  
569 Mr. Burggraaf introduced the open public meetings training session, noting that Council Member  
570 Chamberlain had attended multiple sessions before and might choose to leave. He gauged the  
571 audience's familiarity with the Public Meetings Act, recognizing that some had attended similar  
572 training before. To make the session interactive, he offered a "choose your own adventure" format,  
573 allowing attendees to select between two examples of public meetings. The goal was to illustrate  
574 how public meetings could go awry and frame the discussion on proper meeting procedures. He  
575 played a humorous video depicting a chaotic public comment session where speakers engaged in  
576 unrelated discussions, made inappropriate requests, and received direct responses from officials. He  
577 then led a discussion on the key mistakes made in the video, emphasizing that public comment  
578 periods should not become dialogues between officials and speakers. He explained that officials  
579 should listen rather than engage in conversation and that only the chair should interrupt if  
580 necessary. He also noted that topics not on the agenda should not be acted upon or decided  
581 without proper procedure.

582  
583 Mr. Burggraaf explained that while speakers should be allowed to finish their statements, the chair  
584 has the discretion to redirect comments that are irrelevant to the commission's responsibilities. He  
585 clarified that if a speaker raises a significant but unagendized planning issue, it can be discussed later  
586 but not acted upon until properly scheduled. Moving into the core training, he reviewed the Open  
587 Public Meetings Act, emphasizing that public bodies exist to conduct the people's business  
588 transparently. He explained that the planning commission qualifies as a public body and must follow  
589 the Act's requirements. He also highlighted a recent change in state law, which previously  
590 considered any informal gathering of planning commission members discussing commission  
591 business as a public meeting. The new rule, however, requires a quorum of four members for a  
592 meeting to be formally recognized under the Act. He continued with additional details about  
593 meeting requirements, stressing the importance of openness, public participation, and adherence to  
594 legal procedures in all commission meetings.

595  
596 Ms. Chatterley asked for clarification on quorum requirements.

597  
598 Mr. Burggraaf explained that a quorum requires the chair or chair pro tem along with three other  
599 members. He elaborated that meetings must be formally called to be considered official. While  
600 informal gatherings of a quorum outside a formal meeting no longer technically violate the Open  
601 Public Meetings Act, he advised avoiding discussions about city-related issues in such settings to  
602 maintain transparency. He also clarified that one-on-one or small group phone calls and text

603 messages about planning commission matters do not constitute a meeting but could be subject to  
604 public records requests.

605  
606 Commission Member Glover confirmed that city email accounts had been reinstated for planning  
607 commission members.

608  
609 Mr. Burggraaf recommended using city email for official communications to avoid the need to  
610 search personal emails if a subpoena or records request arises. He reiterated that meetings must be  
611 officially scheduled and posted according to the Open Public Meetings Act. General meetings,  
612 workshops, and executive sessions are open to the public unless specifically closed under limited  
613 legal circumstances. He noted that closing a planning commission meeting is rare and typically  
614 unnecessary, explaining that closed meetings are reserved for discussions about pending litigation,  
615 personnel matters, or sensitive real estate transactions.

616  
617 Mr. Burggraaf outlined the four key components of open meetings: transparency, proper notice,  
618 record-keeping, and public participation. He explained that meeting notices must be posted at least  
619 24 hours in advance and detailed the various requirements, including publication on the Utah Public  
620 Notice website, the city website, and physical posting at city offices. He noted that special meetings  
621 could be called if needed, but emergency planning commission meetings were highly unlikely. He  
622 also emphasized that meeting agendas must include reasonable specificity and that decisions cannot  
623 be made on items not properly noticed.

624  
625 Mr. Burggraaf stressed the importance of maintaining accurate meeting records, including minutes  
626 and audio recordings, which must be posted publicly within three days. He advised commissioners  
627 to review minutes carefully to ensure accuracy, particularly regarding motions and voting records.  
628 He also discussed the growing trend of using AI-generated transcripts but reiterated that the  
629 commission prefers concise, decision-focused minutes rather than word-for-word records. He  
630 encouraged members to verify their own contributions in the minutes for accuracy. Regarding public  
631 comment, he reminded the commission that while meetings are public, disruptions can be  
632 managed. He explained that if a person becomes disruptive, the chair can call for a recess, and if  
633 necessary, law enforcement can be called to restore order. He noted that individuals have the right  
634 to record meetings as long as they are not disruptive, and public officials should expect their  
635 meetings to be recorded and shared online. If a person is persistently disruptive, the commission  
636 can vote by a two-thirds majority to have them removed from the meeting.

637  
638 Mr. Burggraaf encouraged the commissioners to maintain transparency, follow proper procedures,  
639 and avoid making pre-determined decisions outside of public meetings. He advised against using  
640 emails or private discussions to coordinate votes in advance, as this could undermine the integrity of  
641 the process. He emphasized that while commissioners can discuss issues with one another outside  
642 of meetings, they should not attempt to rally votes before an official meeting.

643

644 Commission Member Swain sought clarification on the process of expelling a disruptive individual  
645 from a meeting.

646  
647 Mr. Burggraaf explained that the chair could either entertain a motion for expulsion or one of the  
648 members could make the motion. The chair would then call for a second and a vote. If law  
649 enforcement were present, they could issue a citation or make an arrest for disorderly conduct, but  
650 typically, officers de-escalate the situation through conversation. He recommended taking a recess  
651 as the best approach to calming disruptions and advised against engaging in arguments with  
652 disruptive individuals. He warned that actions taken without proper agenda notice could be  
653 challenged in court, and if found improper, they could be voided with legal costs falling on the city.  
654 He differentiated between administrative and legislative decisions, explaining that administrative  
655 decisions are fact-based and must align with ordinances without personal preference. Legislative  
656 decisions, such as zoning changes, allow for some discretion but must still be grounded in  
657 reasonable, city-related justifications. He emphasized that while the planning commission makes  
658 recommendations to the city council, their input carries significant weight in the council's final  
659 decisions. He then introduced the Municipal Officers' and Ethics Act and the Conflict of Interest  
660 Disclosure requirements. He clarified that planning commission members are considered municipal  
661 officers under the law and must disclose any conflicts of interest. He advised members to err on the  
662 side of disclosure to avoid legal complications. If a member owns 10% or more of a business that  
663 comes before the commission, they should recuse themselves. He also noted that some officials  
664 recuse themselves for appearances rather than actual conflicts. In cases where an ordinance change  
665 benefits the city as a whole, even if a member personally benefits, it is not necessarily a conflict of  
666 interest. He encouraged members to consult him if they were unsure about their disclosure  
667 obligations. He reminded the commission that conflict of interest disclosures are public records and  
668 can be requested, though they are not posted online like those of elected officials. The disclosures  
669 are kept on file, and the mayor and council are made aware of them as a statutory requirement.

670 **Staff Report:** The legislative session has started; staff will keep the planning commission informed of  
671 bills that will affect the City Ordinance.

672 **Commission Member Report:**

673 **Council Member Liaison Report:**

674 **Adjournment:**

675

676 Commission Member Aiken made a motion to adjourn the meeting. Commission Member Swain  
677 seconded. Motion passed.

678 Russ Whitaker – YES

679 Ben Aiken – NO

680 Marlee Swain – YES

681 Nate Lyman – YES

682 Kerry Glover – YES

683 Dennis Shakespear – YES  
684 Terry Edwards – Absent  
685 Mark Gilberg – Absent  
686

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



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

## **Kanab City Planning Commission Staff Report**

### **File: PLANSPR25-001**

<b>Date:</b>	<b>February 27, 2025</b>
<b>Meeting Date:</b>	<b>March 6, 2025</b>
<b>Agenda Item:</b>	<b>Planning Commission review to approve or deny a Site Plan for a remodel and addition(s) at Lumber Plus.</b>
<b>Subject Property Address:</b>	<b>217 E 300 S</b>
<b>Applicant:</b>	<b>Iron Rock Engineering</b>
<b>Applicant Agent:</b>	

#### **Exhibit A: Civil Set**

##### **Summary:**

Lumber Plus and the representative Iron Rock Engineering are requesting a site plan review for an addition and remodel of Lumber Plus. This remodel and addition are for the Lumber Plus retail area, two areas that will have additions and incorporating the old church area to the retail space.

##### **Applicable Regulation(s):**

Site Plan Review for new commercial buildings are regulated through the Kanab Land Use Ordinances, Chapter 9. Other Land Use Ordinances that are regulated through the Site Plan Review process are Chapter 4-18 Curb, Gutter and Sidewalk and Chapter 6 Parking Requirements.

##### **Analysis:**

Staff have reviewed the request for the initial phase. Staff have determined that:

- The application meets the requirements of Chapter 9 – Site Plan review, Chapter 4-18 Curb, Gutter and Sidewalk and the landscaping requirements as these are existing.
- The requirements of Chapter 6 for the parking requirements do not meet without either an agreement with the city for parking on city property or a Conditional Use Permit to modify the parking for a business that fronts Highway 89.

The proposed civil set and site plan show seven (7) stalls located in the city right-of-way along 200 E. Chapter 6 requires that all parking be on-site.

The applicant has submitted an application requesting a development agreement to use city property as parking for the business and to meet the required parking spaces outlined in Chapter 6.

**– A Western Classic –**

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



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

### **Proposed Findings:**

1. Application for a Site Plan Review was submitted by the applicant's representative, Iron Rock Engineer.
2. No changes to landscaping.
3. Parking will require additional permitting or agreement(s).
4. The owner is responsible for securing the appropriate development permits for construction prior to any construction activity.

### **Staff Recommendation:**

After reviewing the application, the site plan meets the requirements outlined in Chapter 9 and referenced chapters except Chapter 6 - Parking Requirements. The applicant is seeking approval for a development agreement to allow for parking on city property. Staff recommend approval with the following conditions:

### **Conditions of Approval:**

Staff recommend this motion be subject to additional conditions, as follows:

- a. A development agreement is discussed and approved for the parking spaces on city property.
- b. If a development agreement is not approved or the applicant and city cannot come to an agreement, the applicant will submit a Conditional Use Permit requesting the parking is modified for a business that fronts Highway 89 as allowed in Chapter 6 at Planning Commission's approval.
- c. The owner is responsible for securing the appropriate building and/or grading permits prior to any construction activity or infrastructure for the development.

### **Recommended Motion:**

I move that we approve the site plan for the remodel and addition to Lumber Plus located near 217 E 300 S based on staff's analysis, findings, recommendation and the condition(s) listed in the report, PLANSPR25-001.

### **Alternate motion:**

I move that we deny the site plan for the remodel and addition to Lumber Plus located near 217 E 300 S (i.e., demonstrating the applicant has not met the standards outlined in the Kanab City ordinances): .

**– A Western Classic –**

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



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

# Exhibit A:

## Civil / Construction Set

— A Western Classic —



## CONCRETE WORK:

THIS SECTION DEFINES THE MATERIALS TO BE USED AND THE REQUIREMENTS FOR MIXING, PLACING, FINISHING AND CURING ALL PORTLAND CEMENT CONCRETE WORK:

MATERIALS: CONCRETE SHALL BE COMPOSED OF COARSE AGGREGATE, FINE AGGREGATE, PORTLAND CEMENT AND WATER, AIR ENTRAINMENT AND ADMIXTURES, AND SHALL CONFORM TO THE REQUIREMENTS OF THIS SECTION.

PORTLAND CEMENT: ANSI/ASTM C150, TYPE V, SHALL BE USED UNLESS OTHERWISE INDICATED, OR APPROVED BY THE OWNER. ONLY ONE BRAND OF CEMENT SHALL BE USED THROUGHOUT A PROJECT, UNLESS OTHERWISE APPROVED. CERTIFIED COPIES OF THE MILL TEST FOR THE CEMENT SHALL BE FURNISHED UPON REQUEST.

AGGREGATE: EXCEPT AS OTHERWISE SPECIFIED HEREIN, CONCRETE AGGREGATE SHALL CONFORM TO ALL APPLICABLE PROVISIONS OF THE LATEST REVISION OF ASTM STANDARD SPECIFICATION C-33.

## FINE AGGREGATE:

FINE AGGREGATE SHALL CONSIST OF NATURAL SAND HAVING CLEAN, HARD, DURABLE, UNCOATED GRAINS AND SHALL CONFORM TO THE REQUIREMENTS OF THESE STANDARDS. OTHER INERT MATERIALS WITH SIMILAR CHARACTERISTICS SHALL NOT BE USED UNLESS APPROVED BY THE OWNER. THE AMOUNT OF DELETERIOUS SUBSTANCES SHALL NOT EXCEED THE FOLLOWING LIMITS:

MATERIAL	PERCENT BY WEIGHT
CLAY LUMPS	1.00
COAL AND LIGNITE	0.50
MATERIAL PASSING THE NO. 200 SIEVE	3.00
OTHER DELETERIOUS SUBSTANCES SUCH AS SHALE, ALKALI, MICA, COATED GRAINS, SOFT AND FLAKY PARTICLES, ETC.	3.00
GYPSUM	1.00

## TABLE FINE AGGREGATE DELETERIOUS MATERIAL LIMITS

THE COMBINED SUM OF THE PERCENTAGE OF ALL DELETERIOUS SUBSTANCES IN FINE AGGREGATE LISTED ABOVE SHALL NOT EXCEED THREE PERCENT BY WEIGHT.

FINE AGGREGATE SHALL BE WELL GRADED AND SHALL RANGE IN SIZE FROM FINE TO COARSE WITHIN THE FOLLOWING PERCENTAGES BY WEIGHT:

SEIVE SIZE	PERCENT PASSING (BY WEIGHT)
US STANDARD	METRIC
3/8 - INCH	9.53 MM
NO. 4	4.75 MM
NO. 8	2.36 MM
NO. 16	1.18 MM
NO. 30	0.60 MM
NO. 50	0.30 MM
NO. 100	0.16 MM
	2-5

## COARSE AGGREGATE:

COARSE AGGREGATE SHALL CONSIST OF CRUSHED OR NATURAL STONE, GRAVEL, SLAG OR OTHER APPROVED INERT MATERIAL WITH SIMILAR CHARACTERISTICS OR COMPOSITION THEREOF HAVING CLEAN, DURABLE UNCOATED PARTICLES FREE FROM DELETERIOUS MATTER. DELETERIOUS SUBSTANCES SHALL NOT BE PRESENT IN THE AGGREGATE IN EXCESS OF THE FOLLOWING LIMITS:

MATERIAL	PERCENT BY WEIGHT
SOFT FRAGMENTS	2.00
COAL AND LIGNITE	0.30
CLAY LUMPS	0.25
MATERIAL PASSING THE NO. 200 SIEVE	1.00
OTHER DELETERIOUS SUBSTANCES SUCH AS SHALE, ALKALI, MICA, COATED GRAINS, SOFT AND FLAKY PARTICLES, ETC.	3.00
GYPSUM	1.00

## TABLE COARSE AGGREGATE DELETERIOUS MATERIAL LIMITS

THE COMBINED SUM OF THE PERCENTAGES OF DELETERIOUS SUBSTANCES IN COARSE AGGREGATE SHALL NOT EXCEED FIVE PERCENT, BY WEIGHT.

COARSE AGGREGATE SHALL BE REJECTED BY THE LOS ANGELES ABRASION TEST IF THE PERCENT OF LOSS BY WEIGHT EXCEEDS TEN PERCENT AT ONE HUNDRED REVOLUTIONS, OR FORTY PERCENT AT FIVE HUNDRED REVOLUTIONS.

COARSE AGGREGATE SHALL BE REJECTED BY THE SODIUM SULFATE TEST FOR SOUNDNESS IF THE WEIGHTED AVERAGE LOSS AFTER FIVE CYCLES IS MORE THAN TWELVE PERCENT BY WEIGHT.

COARSE AGGREGATE SHALL BE GRADED BY WEIGHTS AS FOLLOWS:

SEIVE SIZE	PERCENT PASSING (BY WEIGHT)
US STANDARD	METRIC
1 - INCH	25.4 MM
3/4-INCH	19.05 MM
3/8-INCH	9.53 MM
NO. 4	4.75 MM
NO. 8	2.36 MM
	0-10

## TABLE COARSE AGGREGATE GRADATION REQUIREMENTS

THE MAXIMUM SIZE OF THE AGGREGATE SHALL NOT BE LARGER THAN ONE FIFTH OF THE NARROWEST DIMENSION BETWEEN FORMS WITHIN WHICH THE CONCRETE IS TO BE EASED, AND IN NO CASE, LARGER THAN THREE FOURTHS OF THE MINIMUM CLEAR SPACING BETWEEN REINFORCING BARS OR BETWEEN REINFORCING BARS AND FORMS. FOR NON-REINFORCED CONCRETE SLABS, THE MAXIMUM SIZE OF AGGREGATE SHALL NOT BE LARGER THAN ONE FOURTH THE SLAB THICKNESS.

SUFFICIENT POTABLE WATER SHALL BE ADDED TO THE MIX TO PRODUCE CONCRETE WITH THE MINIMUM PRACTICAL SLUMP. THE SLUMP SHALL NOT BE GREATER THAN FOUR INCHES. HOWEVER, A HIGHER SLUMP MAY BE ALLOWED WITH PLASTICIZERS, PROVIDED THERE IS NO LOSS OF STRENGTH OR DURABILITY, AND PRIOR APPROVAL FOR USE IS OBTAINED FROM THE OWNER.

THE MAXIMUM PERMISSIBLE WATER CEMENT RATIO (INCLUDING FREE MOISTURE IN THE AGGREGATE) SHALL BE FIVE GALLONS PER BAG OF CEMENT (0.44) FOR CLASS A AND FIVE AND THREE-QUARTER GALLONS PER BAG OF CEMENT (0.51) FOR CLASS C CONCRETE.

ENTRAINING AGENT: AN AIR ENTRAINING AGENT SHALL BE USED, IN ALL CONCRETE EXPOSED TO THE WEATHER. THE AGENT SHALL CONFORM TO ASTM DESIGNATION C 260. AIR CONTENT FOR AIR-ENTRAINED CONCRETE SHALL BE FIVE PERCENT BY VOLUME (PLUS OR MINUS ONE PERCENT). THE AIR ENTRAINING AGENT SHALL BE ADDED AS A LIQUID TO THE MIXING WATER BY MEANS OF MECHANICAL EQUIPMENT CAPABLE OF ACCURATE MEASUREMENT AND CONTROL.

## ADMIXTURES:

WHEN AUTHORIZED BY THE ENGINEER, POZZOLAN CONFORMING TO THE REQUIREMENTS OF ASTM C 618 CLASS F MAY BE ADDED TO THE CONCRETE MIX. POZZOLAN MAY BE USED AS A REPLACEMENT TO THE REQUIRED PORTLAND CEMENT CONTENT PROVIDED NO OTHER SUPPLEMENTAL SPECIFICATION PREVENTS ITS USE. THE MAXIMUM PERCENTAGE OF PORTLAND CEMENT REPLACEMENT ON A WEIGHT BASIS IS 15%.

POZZOLAN/CEMENT REPLACEMENT RATIO IS 1.25 TO 1 (POZZOLAN/CEMENT).

WATER/CEMENT RATIO IS ESTABLISHED BEFORE PORTLAND CEMENT IS REPLACED WITH POZZOLAN.

LOSS OF IGNITION OF POZZOLAN IS LESS THAN 1 PERCENT.

TRAIL BATCHES FOR EACH AGGREGATE SOURCE AND CONCRETE CLASS HAVE BEEN RUN FOR EACH MIX DESIGN.

ALL OTHER REQUIREMENTS AND REFERENCES TO TESTING PROCEDURES IN THESE SPECIFICATIONS SHALL APPLY.

POZZOLAN SHALL BE SAMPLED AND TESTED AS PRESCRIBED IN ASTM C 618 AND ASTM C 31. THE CONCRETE TESTS SHALL OBTAIN APPROVAL FROM THE OWNER A CERTIFICATE OF CONFORMANCE SIGNING THE POZZOLAN SUPPLIER IDENTIFYING THE POZZOLAN AND STATING THAT THE POZZOLAN DELIVERED TO THE BATCHING SITE COMPLIES WITH APPLICABLE SPECIFICATIONS.

POZZOLAN MATERIAL SHALL BE HANDLED AND STORED IN THE SAME MANNER AS PORTLAND CEMENT, WHEN FACILITIES FOR HANDLING BULK POZZOLAN ARE NOT AVAILABLE, THE POZZOLAN SHALL BE DELIVERED IN ORIGINAL UNOPENED SACKS, CARRYING THE NAME AND BRAND OF SUPPLIER, THE TYPE AND SOURCE OF THE POZZOLAN, AND THE WEIGHT CONTAINED IN EACH SACK PLAINLY MARKED THEREON.

DIFFERENT BRANDS OR TYPES OF POZZOLAN SHALL NOT BE MIXED TOGETHER. ALL STRUCTURE SHALL BE OF THE SAME TYPE, AND FROM THE SAME SOURCE UNLESS OTHERWISE APPROVED BY THE OWNER.

ADMIXTURE COMPLIANCE ANALYSIS:

DURING THE COURSE OF CONCRETE TESTING, THE OWNER MAY REQUIRE, AT RANDOM, ADDITIONAL CONCRETE CYLINDERS FOR THE PURPOSE OF PERFORMING A "PETROGRAPHIC" EXAMINATION\* IN ACCORDANCE WITH ASTM C 856.

THE PETROGRAPHIC EXAMINATION MAY BE INITIATED WHEN COMPRESSIVE STRENGTH TESTS, IN CONJUNCTION WITH OTHER TESTS, SHOW INDICATIONS THAT MATERIAL IS BATCHED WHICH IS NOT IN ACCORDANCE WITH APPROVED MIX DESIGNS, OR WHEN THERE ARE OTHER INDICATORS THAT THE CONCRETE MAY NOT MEET STANDARDS.

PETROGRAPHIC EXAMINATION WILL BE PERFORMED BY A LABORATORY CERTIFIED TO PERFORM SUCH TESTING. IN THE EVENT THAT THE SAMPLED CONCRETE IS NOT IN COMPLIANCE WITH THESE STANDARDS, THE CONCRETE WILL BE REJECTED AND, FOR PETROGRAPHIC EXAMINATION, AND WILL NO LONGER BE ALLOWED TO SUPPLY CONCRETE FOR USE IN ANY IMPROVEMENTS FOR WHICH OWNER STANDARDS APPLY UNTIL ACCEPTABLE ADJUSTMENTS ARE MADE. IF THE SAMPLED CONCRETE IS FOUND TO BE IN COMPLIANCE WITH THESE STANDARDS, THE CONCRETE WILL BE REJECTED AND, FOR PETROGRAPHIC EXAMINATION, ADDITIONAL TESTING MAY BE REQUIRED BY THE OWNER, AT THE SUPPLIER'S EXPENSE, TO DETERMINE THE EXTENT OF THE NON-COMPLIANT CONCRETE. ALL WORK ON A PROJECT, AFFECTED BY THE NON-COMPLIANT CONCRETE, WILL BE SUSPENDED UNTIL THE NON-COMPLIANT CONCRETE WORK IS BROUGHT INTO COMPLIANCE.

PETROGRAPHIC EXAMINATION WILL DETERMINE THE QUANTITY OF CEMENTOUS MATRIX, CLUING AGENTS, AND POZZOLAN ASSEMBLED IN THE MIX. PROPORTIONS OF THE MIX AND OTHER PROPERTIES OF THE SAMPLED CONCRETE TO VERIFY COMPLIANCE WITH THE APPROVED MIX DESIGN, THE ACCEPTABILITY OF THE CONCRETE REPRODUCED BY THE EXAMINATION SHALL BE ESTABLISHED BY COMPUTING THE PROPORTION DETERMINED BY THE EXAMINATION, WITH THOSE COMPUTED RATINGS TAKEN AS THE APPROVED MIX DESIGN. THE POZZOLAN PROPORTIONS ARE WITHIN +/-2% OF THE APPROVED MIX DESIGN, THE MIXTURE RATINGS WILL BE CONSIDERED TO BE IN COMPLIANCE. WHEN COMPARISON OF OTHER PROPORTIONS OF THE MIX INDICATE THAT THE CONCRETE IS NOT IN COMPLIANCE, THE CONCRETE MAY BE REJECTED, EVEN THOUGH THE POZZOLAN PROPORTION IS ACCEPTABLE.

CONSTRUCTION METHODS AND EQUIPMENT:

THE OWNER MAY USE THE RESULTS OF THE PETROGRAPHIC EXAMINATION, INSPECTION, RECORDS, OBSERVATION OF BATCH, PLANT, AND OPERATION, COMPRESSIVE STRENGTH TEST RESULTS, OR ANY OTHER PERTINENT INFORMATION TO DETERMINE COMPLIANCE. IF ANY PORTION OF A PROJECT IS FOUND TO BE IN NON-COMPLIANCE, ADDITIONAL CONCRETE SHALL BE REQUIRED TO VERIFY COMPLIANCE OF ALL CONCRETE WITHIN THE PROJECT. IF THE ENGINEER HAS REASONABLE CAUSE, HE MAY REQUIRE REMOVAL AND REPLACEMENT OF ANY CONCRETE WHICH HAS BEEN FOUND TO BE IN NON-COMPLIANCE. (FOR THE PURPOSE OF DEMONSTRATING THE ACCEPTABILITY OF THIS ADMIXTURE SPECIFICATION, COMPRESSIVE STRENGTH ALONE SHALL NOT BE CONSIDERED AS JUSTIFICATION FOR ACCEPTANCE.)

REPEATED VIOLATIONS OF THESE ADMIXTURE STANDARDS MAY SUBJECT THE OVERRIDING CONCRETE SUPPLIER TO PROHIBITION FROM PROVIDING CONCRETE THAT IS PUBLIC OR PRIVATE INFRASTRUCTURE IMPROVEMENTS WITHIN OWNERSHIP.

CALCIUM CHLORIDE: CALCIUM CHLORIDE SHALL NOT BE ADDED TO ANY CONCRETE MIX. NON-CHLORIDE ACCELERATORS MAY BE USED UPON APPROVAL OF THE OWNER.

CONCRETE MIXING:

A CONCRETE DESIGN SHALL BE PREPARED BY THE SUPPLIER, CERTIFIED BY AN INDEPENDENT TESTING LAB AND SUBMITTED TO THE OWNER FOR REVIEW AND APPROVAL PRIOR TO CONCRETE BEING USED IN OWNER PROJECTS.

FOR THE PURPOSE OF PRACTICAL IDENTIFICATION, CONCRETE HAS BEEN DIVIDED INTO CLASSES. THE BASIC REQUIREMENTS OF CLASS A AND CLASS C AND THE USE FOR EACH IS DEFINED BELOW.

CLASS	A	C
MINIMUM CEMENT CONTENT	6 BAGS / CU YD	5 BAGS / CU YD
MAXIMUM WATER CONTENT	564 LB / CU YD	470 LB / CU YD
MAXIMUM SLUMP	5 GALLONS / BAG	5.75 GALLONS / BAG
MINIMUM 28 DAY COMPRESSIVE STRENGTH	4 INCHES (1-1/2 INCHES FOR MACHINE PLACEMENT)	4 INCHES
PRIMARY USE	REINFORCED STRUCTURAL CONCRETE, SIDEWALKS, CURB AND GUTTER, CROSS GUTTER, PAVEMENTS, UNREINFORCED FOOTINGS	MINOR NON-STRUCTURAL ITEMS SUCH AS THRUST BLOCKS, ANCHORS, MASS CONCRETE, ETC.

## TABLE CONCRETE MIX SPECIFICATIONS

UNLESS OTHERWISE SPECIFIED BY THE OWNER, ALL CONCRETE PLACED SHALL BE CLASS A, SIX-BAG MIX.

MIX DESIGN SUBMITTALS: THE FOLLOWING INFORMATION MUST BE INCLUDED WITH ALL CONCRETE MIX DESIGNS SUBMITTED FOR REVIEW AND APPROVAL BY THE OWNER:

TEST RESULTS ON COARSE AND FINE AGGREGATES TO VERIFY COMPLIANCE WITH APPLICABLE SPECIFICATIONS.

TRIAL BATCH TEST RESULTS AND PAST HISTORY TEST INFORMATION ON PROPOSED MIX DESIGNS, WHICH SUPPORT COMPLIANCE WITH THE REQUIREMENTS FOR COMPRESSIVE STRENGTH, SLUMP, ETC. PERFORMANCE CURVES USED TO VERIFY 28 DAY, 1 DAY, AND 90 DAY STRENGTHS MUST BE SUBMITTED WITH TRIAL BATCH TESTS OR HISTORY INFORMATION.

CERTIFICATION OF COMPLIANCE FROM THE CEMENT SUPPLIER, THE POZZOLAN SUPPLIER, AND THE AIR-ENTRAINING AGENT SUPPLIER, STATING THAT THE MATERIAL BEING DELIVERED ARE IN COMPLIANCE WITH APPLICABLE SPECIFICATIONS

ALL MIX DESIGNS SHALL BE CERTIFIED BY A CERTIFIED TESTING LABORATORY.

UNLESS OTHERWISE SPECIFICALLY DESIGNATED BY THE OWNER ALL CONCRETE PLACED SHALL BE CLASS A, SIX BAG MIX, WITH A MINIMUM ALLOWABLE 28-DAY COMPRESSIVE STRENGTH OF 4,000 PSI.

BATCH PLANT TICKET: ALL CONCRETE PRODUCED AND DELIVERED TO A JOB SITE WITHIN KANAB CITY WILL BE ACCOMPANIED BY A BATCH PLANT TICKET. THE TICKET SHALL STATE THE CONCRETE TYPE, THE APPROVED MIX DESIGN, AND ACCURATELY SHOW ALL COMPONENTS USED, FOR THAT PARTICULAR LOAD OR BATCH. SUFFICIENT COPIES SHALL BE PROVIDED FOR TESTING PERSONNEL AND OWNER REPRESENTATIVES, IF REQUESTED.

CONCRETE REINFORCING MATERIALS: CONCRETE REINFORCING MATERIALS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

STEEL BARS:

ALL BAR MATERIAL USED FOR REINFORCEMENT OF CONCRETE SHALL BE HARD GRADE, DEFORMED ROUND STEEL, CONFORMING TO THE REQUIREMENTS OF ASTM DESIGNATION A-36. THE DEFORMED BARS SHALL BE 1/4 INCH IN DIAMETER, AND 60 INCHES LONG. UNLESS APPROVED OTHERWISE BY THE OWNER, ALL BARS SHALL BE DEFORMED, ROUND AND HAVE A NET SECTION EQUIVALENT TO THAT OF PLAIN BAR OF EQUAL NOMINAL SIZE. ONLY HARD GRADES WILL BE USED. TWISTED BARS WILL NOT BE ACCEPTED.

ALL REBAR SHALL BE CLEARLY MARKED WITH IDENTIFYING MARKINGS IN ACCORDANCE WITH INDUSTRY STANDARDS.

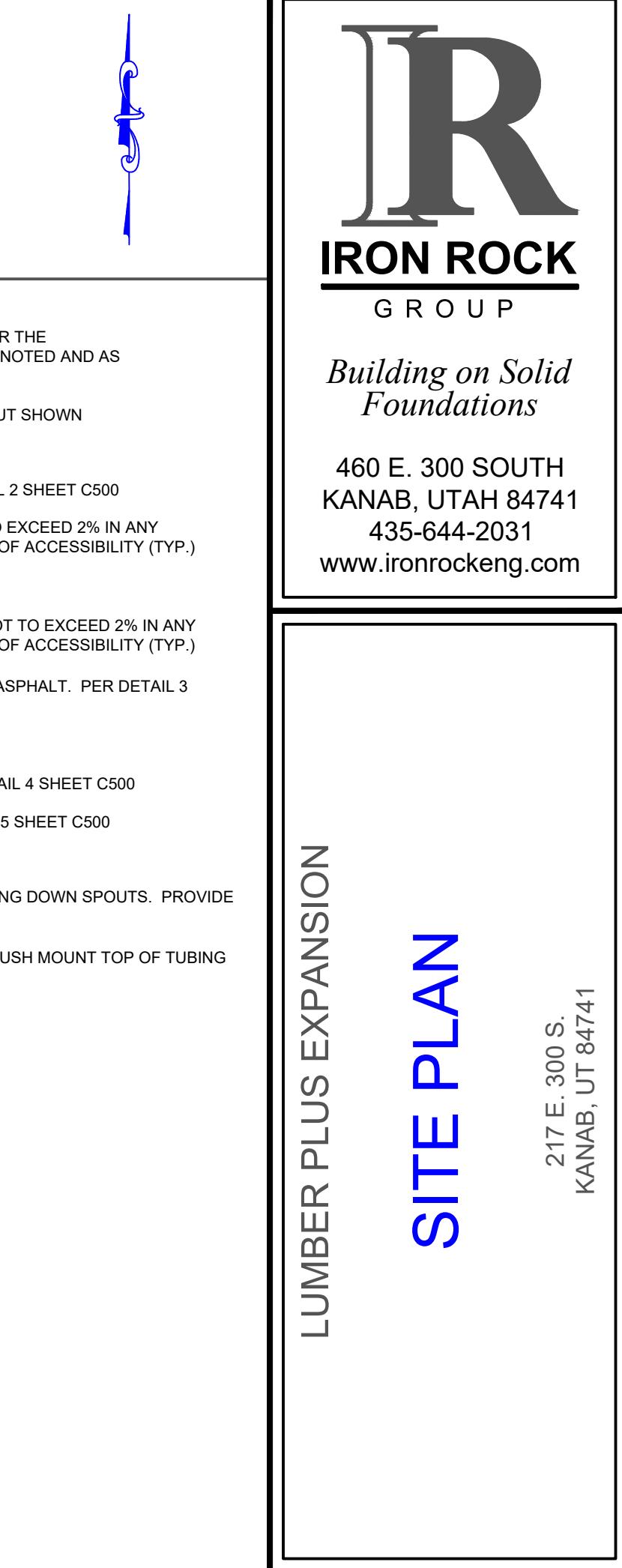
ALL REINFORCING STEEL, AT THE TIME CONCRETE IS PLACED, SHALL BE FREE FROM FLAWS, CRACKS, RUST, OIL, DIRT, PAINT, OR OTHER COATINGS THAT WILL DESTROY OR REDUCE THE BOND.

WIRE OR WIRE FABRIC REINFORCEMENT: WELDED WIRE FABRIC FOR CONCRETE REINFORCEMENT SHALL CONFORM TO THE REQUIREMENTS OF ASTM A 185. WIRE FOR CONCRETE REINFORCEMENT SHALL CONFORM TO THE REQUIREMENTS OF THE "STANDARD SPECIFICATION FOR COLD DRAWN STEEL WIRE FOR CONCRETE REINFORCEMENT" ASTM A-62. ALL WIRE REINFORCEMENT SHALL BE OF THE TYPE DESIGNATED AS "SPLIT" OR "EASEMENT" DESIGNATED UNLESS AN ALTERNATE TYPE IS APPROVED BY THE OWNER.

STEEL FIBER REINFORCEMENT: DEFORMED STEEL FIBER FOR CONCRETE REINFORCEMENT SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-320, TYPE I, DEFORMED FIBER, EXCEPT THAT THE AVERAGE TENSILE STRENGTH SHALL NOT BE LESS THAN 150,000 PSI.

SYNTHETIC REINFORCING FIBERS:

ENGINEERED SYNTHETIC REINFORCING FIBERS SHALL BE 100% POLYPROPYLENE COLLATED, FIBERIZED FIBERS. FIBER LENGTH AND AMOUNT PER MANUFACTURER'S RECOMMENDATIONS SHALL CORRESPOND WITH THE CONCRETE MIXTURE (GENERALLY 1.5 POUNDS PER CUBIC YARD OF CONCRETE). PHYSICAL PROPERTY OF THE FIBERS SHALL BE AS FOLLOWS:



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

- ① RE-STRIPE PARKING AS NECESSARY TO MATCH LAYOUT SHOWN
- ② PROPOSED ADA SIGN. PER DETAIL 1 SHEET C500
- ③ PROPOSED CONCRETE DRIVE WAY FLAIR. PER DETAIL 2 SHEET C500
- ④ PROPOSED ADA ACCESSIBLE PARKING SPACE NOT TO EXCEED 2% IN ANY DIRECTION. PAINT SQUARE INTERNATIONAL SYMBOL OF ACCESSIBILITY (TYP.)
- ⑥ PROPOSED MOTORCYCLE PARKING
- ⑦ PROPOSED ADA VAN ACCESSIBLE PARKING SPACE NOT TO EXCEED 2% IN ANY DIRECTION. PAINT SQUARE INTERNATIONAL SYMBOL OF ACCESSIBILITY (TYP.)
- ⑧ PROPOSED SIDEWALK. TO BE FLUSH WITH EXISTING ASPHALT. PER DETAIL 3 SHEET C500
- ⑨ PROPOSED CONCRETE RAMP
- ⑩ PROPOSED CONCRETE WHEEL STOP (TYP.). PER DETAIL 4 SHEET C500
- ⑪ PROPOSED CONCRETE VALLEY GUTTER. PER DETAIL 5 SHEET C500
- ⑫ PROPOSED CURB GUTTER MATCH EXISTING CURB
- ⑬ PROPOSED 6" ROOF DRAIN LINE. CONNECT TO EXISTING DOWN SPOUTS. PROVIDE CLEANOUT AT DOWN SPOUT
- ⑭ PROPOSED 6"X6" STEEL TUBING SET IN SIDEWALK. FLUSH MOUNT TOP OF TUBING WITH SIDEWALK
- ⑮ REPAIR EXISTING IRRIGATION LINES AS NECESSARY

# LUMBER PLUS EXPANSION

# SITE PLAN

217 E. 300 S.  
MAD UNIT 2171

<u>NOTE LEGEND:</u>	
TBC	- TOP BACK OF CURB
TC	- TOP OF CONCRETE
ME	- MATCH EXISTING
TS	- TOP OF STAIRS
BS	- BOTTOM OF STAIRS
PC	- POINT OF CURVATURE
PT	- POINT OF TANGENCY
GB	- GRADE BREAK
PRC	- POINT OF REVERSE CURVE
LP	- LOW POINT
HP	- HIGH POINT
AP	- ANGLE POINT
FFE	- FINISH FLOOR ELEVATION
BP	- BOTTOM OF POND
INV	- INVERT
FG	- FINISH GRADE
TA	- TOP OF ASPHALT
TG	- TOP OF GRAVEL
FL	- FLOW LINE
TW	- TOP OF WALL
BW	- BOTTOM OF WALL



PROFESSIONAL ENGINEER  
Richard Bartlett  
No. 13153484  
RICHARD L.  
BARTLETT  
02/13/2025  
STATE OF UTAH

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DRAWN BY: **RLB**

SCALE: **1"=20'**

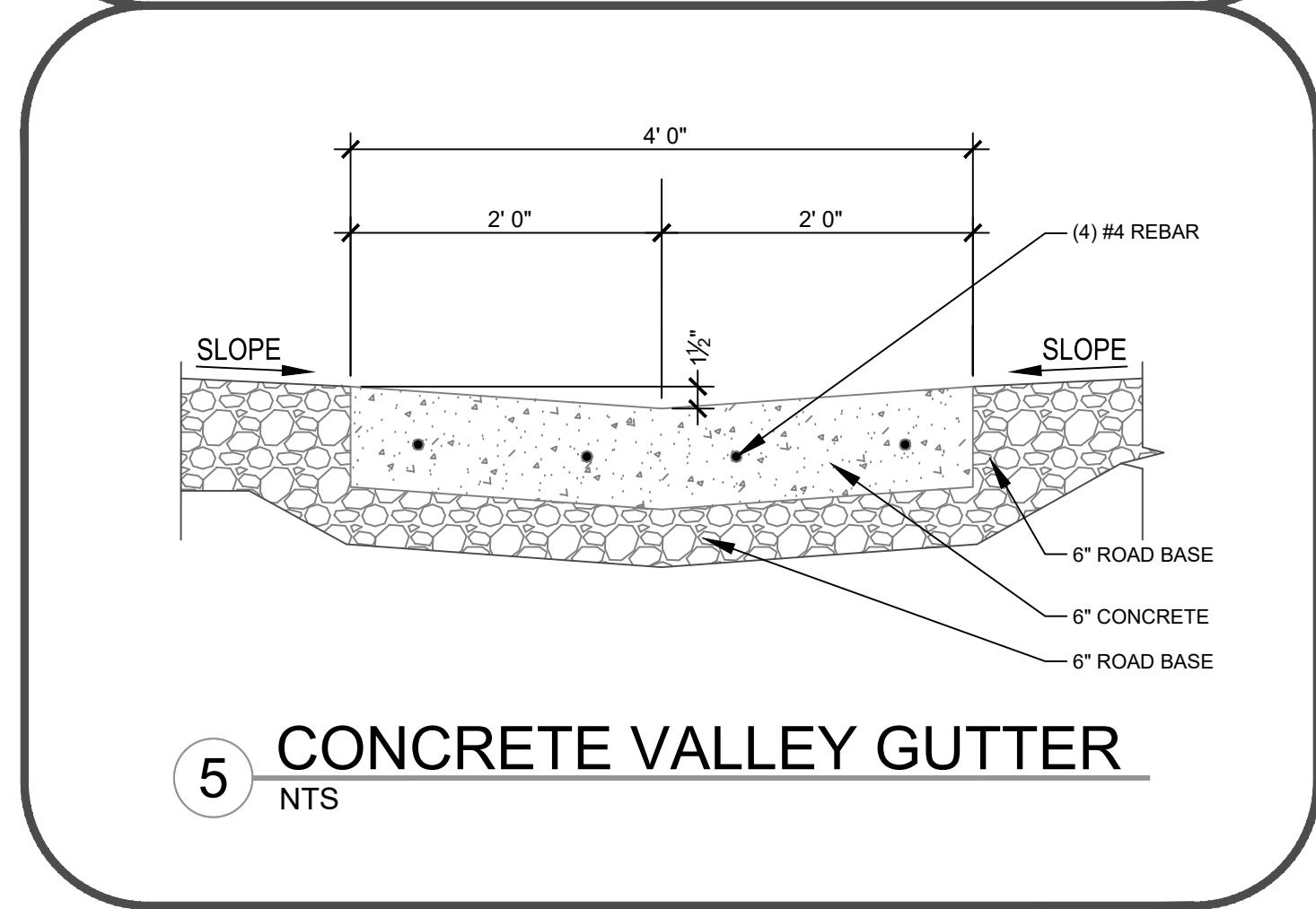
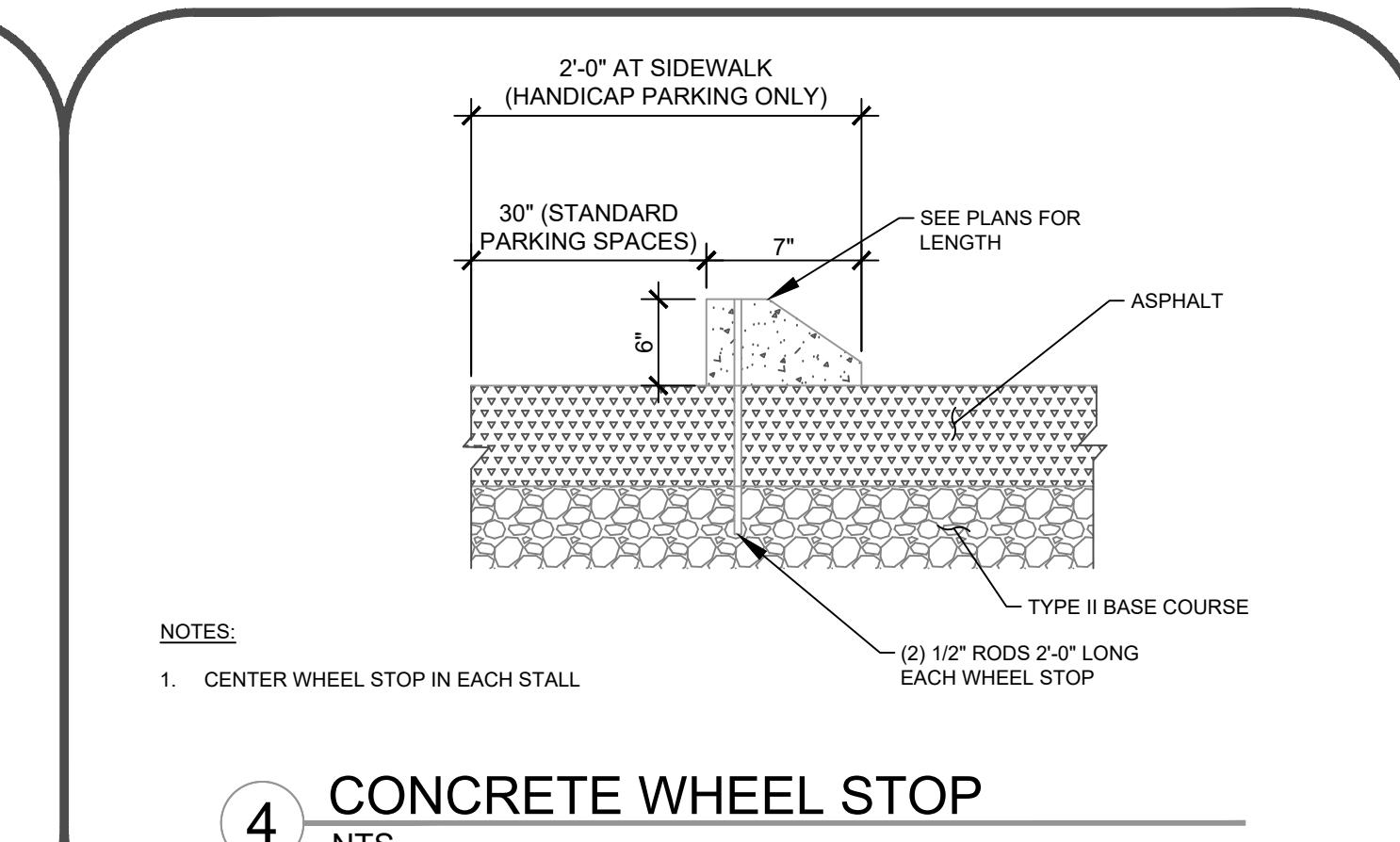
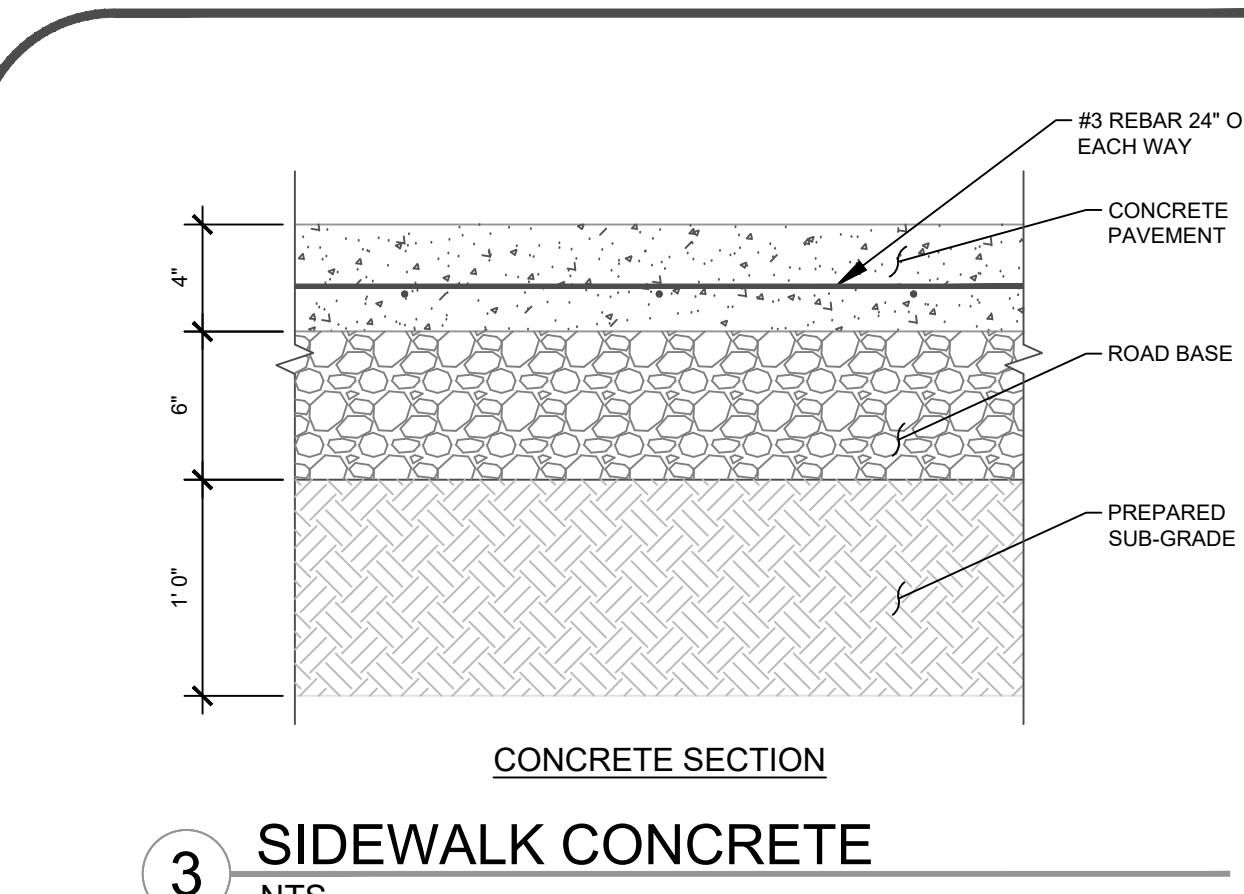
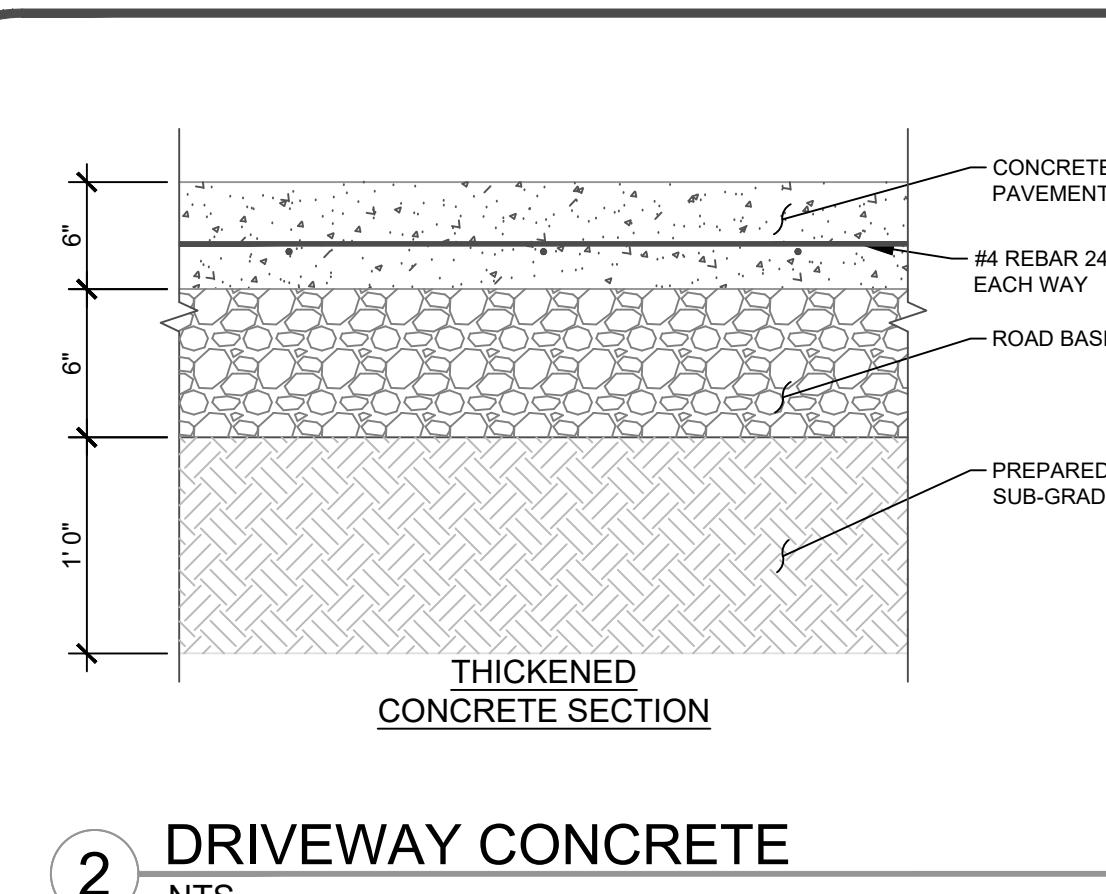
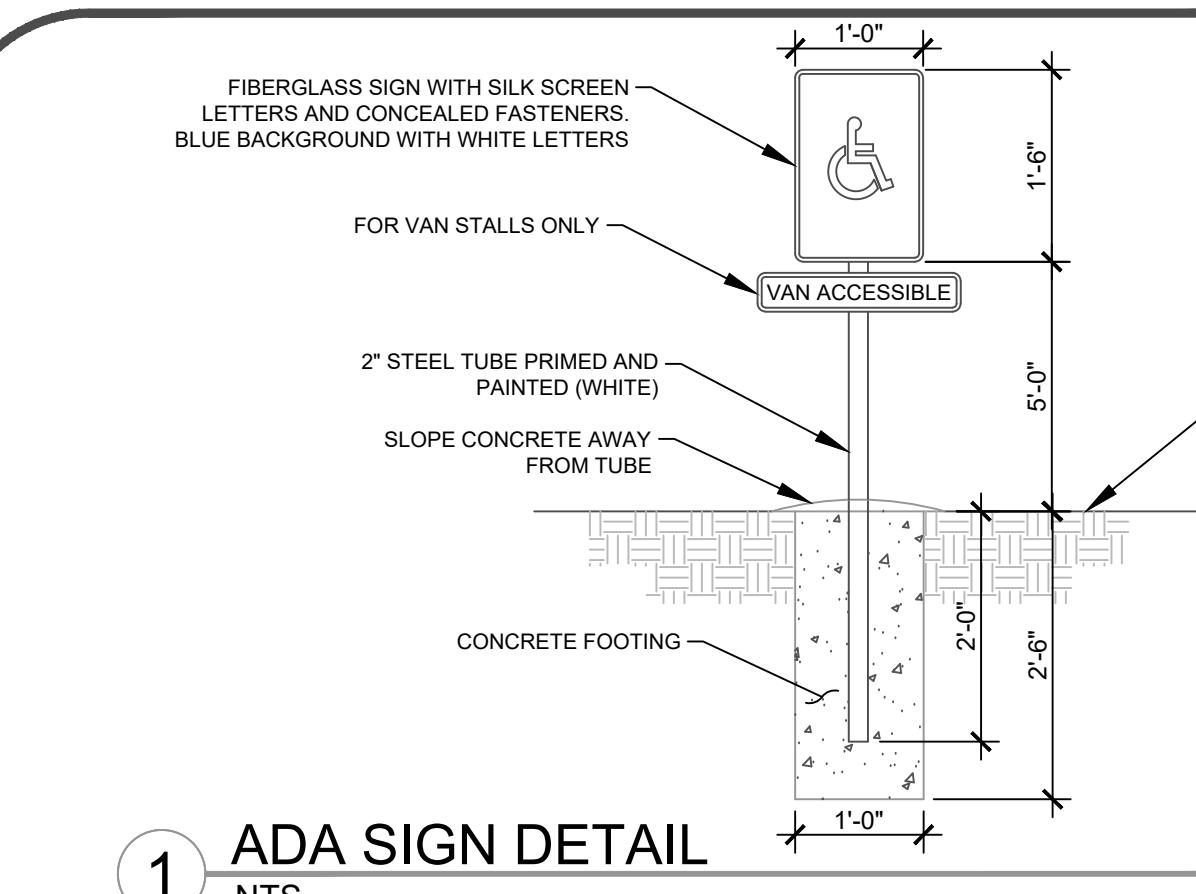
Sheet **1** of **1**

DRAWN BY: RLB  
SCALE: 1"=20'  
SHEET:

# C200

LUMBER PLUS EXPANSION  
DETAIL SHEET

217 E. 300 S.  
KANAB, UT 84741



INITIAL SUBMITTAL:	2/13/2025
REV#: DATE:	DESCRIPTION:



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DRAWN BY: RLB  
SCALE: NA  
SHEET:

C500

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**City Manager**  
**Kyler Ludwig**  
**Treasurer**  
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**Peter Banks**

## **Kanab City Planning Commission Staff Report**

### **Reference File #PLANCUP25-001**

<b>Date:</b>	<b>February 3, 2025 (updated February 27, 2025)</b>
<b>Meeting Date:</b>	<b>March 6, 2025</b>
<b>Agenda Item:</b>	<b>Conditional Use Permit_ Heavy Equipment Storage</b>
<b>Subject Property Address:</b>	<b>802 Chinle Dr.</b>
<b>Applicant:</b>	<b>Kanab City</b>
<b>Applicant Agent:</b>	<b>n/a</b>

#### **Attachment:**

Exhibit A: Application  
Exhibit B: Aerial view of property  
Exhibit C: Current Pictures

#### **Summary:**

An application for a Conditional Use Permit (CUP) was submitted by the property owners, Michael and McKenzie Little. The owners would like to store heavy equipment on the site for their rental business that is currently located on HWY 89. The property is zoned C-3 and the use for heavy equipment storage is permitted as a conditional use.

#### **Applicable Regulation(s):**

Chapter 8 regulates the approval of Conditional Uses.

#### **Proposed Findings:**

1. This application was initiated by McKenzie Little.
2. Properties to the north and west are zoned commercial and have storage units and a hotel currently being developed. The properties to the east and south are residentially zoned.
3. The established access is located on the northwest property line. With the grading and excavation that has been done, two new accesses have been created. One on the east property line from Rocky Road Dr. and one directly across 900 East St. (identified as County Road 2435 on the County's website). Staff has some concerns with the access on the east property line, Rocky Road has primarily been used as the main access to the Hillside subdivision the use of transporting heavy equipment on and off the property may be disrupting to the neighborhood and more wear and tear on the residential public road and sidewalk. The access on the northwest property line and the new access across from

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900 E are too close together per Kanab Standard Design for a major collector road, which requires a 175' minimum driveway spacing between two different commercial properties but a minimum of 300' for the same commercial property with two accesses.

4. Per the application they plan to develop with rock coverage to mitigate dust. Staff recommend that hard-surfaced driveway approaches are installed at any access point to mitigate and dirt, mud or rock being tracked on to the public road. This will also help with wear and tear on the shoulders of the public road.

### **Finding for Approval:**

In an approval of a conditional use permit, the Kanab City Planning Commission must find:

1. That the proposed use is necessary or desirable and will contribute to the general well-being of the community.
2. That the use will not be detrimental to the health, safety, or welfare of people residing, or working in the vicinity, or injurious to property or improvements in the vicinity.
3. That the proposed use will comply with the regulations of this Ordinance.
4. That the proposed use is in harmony with the intent and purpose of the Kanab City Master Plan or that the plan shall have first been amended through public hearing.

### **Conditions of Approval:**

1. As noted in the proposed findings.

### **Planning Commission Meeting (February 4, 2025):**

Planning Commission discussed the conditional use permit and the following items:

1. Storm Water Drainage – Planning Commission would like to see a Storm Water Drainage plan. It was recommended by staff that any storm water plans be reviewed and approved by Public Works and/or the City Engineer.
2. Driveway approaches/access:
  - a. Staff are concerned about the distances between driveways on Chinle Dr. and the access that appears to be being used on Rocky Road.
    - i. There is an existing driveway on the northwest property line and a new driveway that is across from 900 E St. Per ordinances and design standards these accesses are too close together. The access on the northwest property line is adjacent to a driveway on the property to the west (storage units).
    - ii. Concerns with the access that appears to be being used on Rocky Road are, there is currently not a cut out in the sidewalk for this access and the

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sidewalk is being driven over and at risk for damage. Rock road was designed for residential use not commercial use.

3. Fencing – Planning Commission asked about fencing in between the residential areas – there is a requirement in Land Use Ordinance, Chapter 4 Supplemental Regulations Section 4-16(G)(c) – When a fence on commercial and/or manufacturing property abuts a residential lot, the fence is required and shall be at least eight (8) feet in height in the side and rear yard and be constructed of privacy materials.
4. Requirement in Land Use Ordinance, Chapter 20 Commercial Zones Section 20-7 (A) – No material or Merchandise shall be stored to a height of more than the height of the enclosing fence or wall.
5. Set work hours that will not disturb the residential areas.

The item was continued to the discussion and request that the applicant attend the next planning commission meeting to discuss the items noted above.

**Recommended Motion:**

I move that we approve the conditional use permit for the heavy equipment storage at 802 E Chinle Dr. based on Staff's findings and conditions listed in the staff report, File #PLANCUP25-001 and the findings in Chapter 8, Section 8-6 (B).

**Alternate motion:**

I move that we approve the conditional use permit for the heavy equipment storage at 802 E Chinle Dr. based on Staff's findings and conditions listed in the staff report, File #PLANCUP25-001 and the findings in Chapter 8, Section 8-6 (B), and the following additional finding(s): .

I move that we deny the conditional use permit for the heavy equipment storage at 802 E Chinle Dr., the applicant has not met the standards or findings for approval outlined in the Kanab City ordinances): .

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**Boyd Corry**  
**Peter Banks**

# Exhibit A:

# Application

— A Western Classic —



Margaret Heaton &lt;mheaton@kanab.utah.gov&gt;

## Online Form Submittal: Conditional Use Permit Application

noreply@civicplus.com <noreply@civicplus.com>  
 To: jchatterley@kanab.utah.gov, mheaton@kanab.utah.gov

Mon, Jan 13, 2025 at 3:07 PM

### Conditional Use Permit Application

(Section Break)

Purpose of Conditional Use	Equipment Storage
Project Location Parcel #	<i>Field not completed.</i>
Project Location Address	802 Chinle Dr, Kanab UT
Property Owner	Michael & McKenzie Little
Property Owner Address	1946 South Hwy 89A, Kanab UT
Property Owner Phone Number	435-690-9508
Property Owner E-mail	mckenziems28@gmail.com
Applicant Name	McKenzie Little
Applicant Address	1946 South Hwy 89A, Kanab UT
Applicant Phone Number	435-690-9508
Applicant E-mail	mckenziems28@gmail.com
Contact Person Name	Mckenzie Little
Contact Person Phone Number	435-690-9508
Fee	<i>\$100 for residential non-public hearing; all others are \$300 plus \$10 per mailer.</i>
These items are required before processing of Application can begin:	
1. Legal description of subject property certified by a licensed land surveyor in the State of Utah. 2. Site plan drawn to scale and showing all proposed and/or existing buildings, fences, landscaping, parking, loading areas, topography for irregular sites. 3. A photocopy of the Kane County Ownership Plat Map showing all property owners within 300 feet of Applicant's property. You must submit all Exhibits by email, mail, or hand deliver to the Kanab City Office.	
Applicant Signature	Mckenzie Little

**Please complete for the Conditional Use Permit:**

Detailed Description of business being conducted (at least 3 sentences):

Equipment Rental Storage.  
No customers are to be on the property  
Just employees.

How does the proposed project fit with the surrounding properties and uses?

Kanab Storage is a neighbor.  
Most other surrounding areas are commercial.

In what ways does the project not fit with the surrounding properties and uses?

Behind the property is a residential area.

What will you do to mitigate the potential conflicts with surrounding properties and uses?

The property will be used mainly for storage  
with little traffic. We plan to put rock  
down to control dust & most of the  
traffic will be at the front of the property.

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**City Manager**  
**Kyler Ludwig**  
**Treasurer**  
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**Peter Banks**

## **Exhibit B:**

# **Aerial View of Property**

**— A Western Classic —**



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**City Manager**  
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# Exhibit C:

## Current Pictures

— A Western Classic —













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**City Manager**  
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**Peter Banks**

## Kanab City Planning Commission Staff Report

### File #20250304

<b>Date:</b>	<b>February 27, 2025</b>
<b>Meeting Date:</b>	<b>March 6, 2025</b>
<b>Agenda Item:</b>	<b>Planning Commission review to approve or deny a sign that will be located in the Design Standards of the C-1/Downtown area.</b>
<b>Subject Property Address:</b>	<b>98 W Center St</b>
<b>Applicant:</b>	<b>SBSU</b>
<b>Applicant Agent:</b>	<b>Taylor Reardon, NWL Architects</b>

#### Exhibit: Design Plans

#### Summary:

State Bank Southern Utah is installing new signs with their new building located at 98 W Center St. The sign is located in the area designated for the C-1 design standards, which require approval from the Planning Commission.

#### Applicable Regulation(s):

Design Standards for the Commercial Zones are regulated through the Kanab Land Use Ordinances, Chapter 20-8. Signs are regulated in the Kanab Land Use Ordinances, Chapter 7. The Design Standards in Chapter 20-8 require that the Planning Commission review and approve any construction in the C-1 zone.

#### Analysis:

Staff have reviewed the application, Sketch Plan, and Narrative provided by the applicant. Staff have determined that:

- The application meets the requirements of Chapter 20 – Commercial Zones;
- The drawings for the sign are renderings only.

#### Staff Recommendation:

After reviewing the application and submittal documents staff has determined that the replacement sign meets the Kanab City Land Use Ordinances Chapter 20-8, staff recommends that the Planning Commission approve the replacement sign with the following conditions.

#### Conditions of Approval:

Staff recommends approval is subject to additional conditions, as follows:

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**City Manager**  
**Kyler Ludwig**  
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**Chris Heaton**  
**Scott Colson**  
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**Peter Banks**

- a. The Planning Commission only approves Standard Design regulations as outlined in Chapter 20 based on the drawings rendered.
- b. The owner is responsible for securing the appropriate building and/or grading permits prior to any construction activity or infrastructure for the development.

**Recommended Motion:**


I move that we approve the review of the standard design for the replacement sign located near 98 W Center St. based on Staff's findings and conditions found in Staff Report #20250304.

**Alternate Motion(s):**

I move that we approve the review of the standard design for the replacement sign located near 98 W Center St. based on Staff's findings and conditions found in Staff Report #20250304, with the following additional finding(s) (i.e., demonstrating the applicant has not met the standards outlined in the Kanab City ordinances): .

I move that we deny the review of the Standard design for the replacement sign located near 98 W Center St., the applicant has not met the following standards outlined in the Kanab City ordinances:

**– A Western Classic –**







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**T. Colten Johnson**  
**City Manager**  
**Kyler Ludwig**  
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**Peter Banks**

## **Kanab City Planning Commission Staff Report**

### **File #20250306**

<b>Date:</b>	<b>February 27, 2025</b>
<b>Meeting Date:</b>	<b>March 6, 2025</b>
<b>Agenda Item:</b>	<b>Planning Commission review to approve or deny a sign that will be located in the Design Standards of the C-1/Downtown area.</b>
<b>Subject Property Address:</b>	<b>235 S 100 E</b>
<b>Applicant:</b>	<b>Kanab City</b>
<b>Applicant Agent:</b>	<b>Taylor Reardon, NWL Architects</b>

#### **Exhibit: Design Plans**

#### **Summary:**

Kanab City Police Department is installing new monument sign located at 235 S 100 E. The sign is located in the area designated for the C-1 design standards, which require approval from the Planning Commission.

#### **Applicable Regulation(s):**

Design Standards for the Commercial Zones are regulated through the Kanab Land Use Ordinances, Chapter 20-8. Signs are regulated in the Kanab Land Use Ordinances, Chapter 7. The Design Standards in Chapter 20-8 require that the Planning Commission review and approve any construction in the C-1 zone.

#### **Analysis:**

Staff have reviewed the application and picture provided by the applicant. Staff have determined that:

- The application meets the requirements of Chapter 20 – Commercial Zones;
- The sign will be approximately 60" wide and 48" in height.
- The pictures for the sign are renderings only.

#### **Staff Recommendation:**

After reviewing the application and submittal documents staff has determined that the replacement sign meets the Kanab City Land Use Ordinances Chapter 20-8, staff recommends that the Planning Commission approve the sign with the following conditions.

#### **Conditions of Approval:**

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**City Manager**  
**Kyler Ludwig**  
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**Peter Banks**

Staff recommends approval is subject to additional conditions, as follows:

- a. The Planning Commission only approves Standard Design regulations as outlined in Chapter 20 based on the drawings rendered.
- b. The owner is responsible for securing the appropriate building and/or grading permits prior to any construction activity or infrastructure for the development.

**Recommended Motion:**

I move that we approve the review of the standard design for the monument sign located near 235 S 100 E. based on Staff's findings and conditions found in Staff Report #20250306.

**Alternate Motion(s):**

I move that we approve the review of the standard design for the monument sign located near 235 S 100 E. based on Staff's findings and conditions found in Staff Report #20250306, with the following additional finding(s) (i.e., demonstrating the applicant has not met the standards outlined in the Kanab City ordinances): .

I move that we deny the review of the Standard design for the replacement sign located near 235 S 100 E., the applicant has not met the following standards outlined in the Kanab City ordinances:

– A Western Classic –



**KANAB CITY  
OFFICES**

**26 NORTH 100 EAST**

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



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

## **Kanab City Planning Commission Staff Report**

### **File #PLAN25-004**

<b>Date:</b>	<b>March 3, 2025</b>
<b>Meeting Date:</b>	<b>March 6, 2025</b>
<b>Agenda Item:</b>	<b>Discuss and recommend to City Council a plat amendment to the Creekside Subdivision</b>
<b>Subject Property Address:</b>	<b>1635 S East Creekside</b>
<b>Applicant:</b>	<b>Miller Family Trust</b>
<b>Applicant Agent:</b>	<b>Iron Rock Engineering</b>
<b>Zoning Designation:</b>	<b>R-1-8</b>
<b>General Plan Designation:</b>	<b>Medium Density Residential</b>
<b>Parcel #:</b>	<b>K-342-36, K-342-37, K-342-38</b>
<b>Applicable Ordinances:</b>	<b>Subdivision Ordinance, Chapter 2</b>

#### **Attachments:**

**Exhibit A: Subject Property**  
**Exhibit B: Amended Plat**

#### **Summary:**

Miller Family Trust applied to amend the plat for Creekside Subdivision, parcels K-342-36, K-342-37, K-342-38, located approximately at 1635 S East Creekside Dr. The plat amendment consists of taking three lots and joining them into two (2) separate lots. The current zone is R-1-8. Currently all three lots are 0.3 acres.

#### **Applicable Regulation(s):**

Plat Amendments are addressed in Utah Code, Title 10, Chapter 9a, Part 6, and the Kanab City Subdivision Ordinance, Chapter 2, upon application that includes a Sketch Plan and Narrative. Chapter 2-4 specifically address the plat amendment process and requirements.

#### **Analysis**

Development Committee has reviewed the application, sketch plan and narrative provided by the applicant. Staff has determined:

- The application meets the requirements of the subdivision ordinance.
- Sensitive lands have been identified necessitating abatement of conditions; staff recommends a Geotech study prior to any issuance of building permits due to the location near the creek edge and erosion issues found in this area.
- The subdivision is consistent with the General Plan and Future Land Use Map.

**– A Western Classic –**

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



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

- Parcel is zoned R-1-8.
- The proposed streets conform to the guidelines found in the Transportation Master Plan.
- Utility companies (Kanab, Garkane & South Central have all identified that the utilities that were developed for the three lots will need to be moved and this will be at the owner's expense.

The owner of record contained within the plat is Family Miller Trust. A title report has been submitted to Kanab City. The applicant has paid the amended plat fee required. Impact fees will be collected through the building permitting process.

Public Hearing will be held with City Council on March 4, 2025.

### **Proposed Findings:**

1. This application was initiated by the owner's representative Iron Rock Engineering.
2. The property included within the amended plat boundaries is zoned R-1-8.
3. The Future Land Use Map designation for these properties on the City's General Plan as Medium Density Residential.
4. The applicant is requesting to take three lots and combine them into two (2).
5. No easements are being vacated.
6. The proposed plat amendment meets the subdivision and zoning standards in the City's Ordinance listed above.
7. The Kanab City Planning Commission is the body responsible for making subdivision plat amendment recommendations to the City Council, upon application.
8. Neither the public nor any person will be materially injured by the proposed amendment.
9. There is good cause for the amendment.

### **Staff Recommendation:**

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

### **Conditions of Approval:**

1. Relocation of utilities will be done by either by the owner or a licensed contractor (depending on utility company requirements). All expenses to relocate the utilities will be the responsibility of the owner.
2. The owner is responsible for securing the appropriate building and/or grading permits prior to any construction activity or infrastructure for the development.

**– A Western Classic –**

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



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

**Recommended Motion:**

I move to send a positive recommendation to City Council for the plat amendment to the Creekside Subdivision, affecting parcel K-342-36, K-342-37, K-342-38 based on the findings and conditions of approval as outlined in the staff report #PLAN25-004.

**Alternate motion:**

I move to send a positive recommendation to City Council for the plat amendment to the Creekside Subdivision, affecting parcel K-342-36, K-342-37, K-342-38 based on the findings and conditions of approval as outlined in the staff report #PLAN25-004, with the additional findings and conditions:

I move to send a negative recommendation to City Council for the plat amendment to Creekside Subdivision, affecting parcel K-342-36, K-342-37, K-342-38 demonstrating the applicant has not met the standards outlined in the Kanab City ordinances:

– A Western Classic –

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



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

## Exhibit A: Subject Property

— A Western Classic —



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



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

## Exhibit B: Amended Plat

— A Western Classic —

***AMENDED LOTS 36, 37 & 38***  
**CREEKSIDE SUBDIVISION PHASE 4**

## **CITY OF KANAB, UTAH**

*LOCATED IN NW $\frac{1}{4}$  NW $\frac{1}{4}$  OF SECTION 4,  
TOWNSHIP 44 SOUTH, RANGE 6 WEST,  
SALT LAKE BASE AND MERIDIAN*

## SURVEYOR'S CERTIFICATE

I, Thomas W. Avant, a Professional Land Surveyor, License No. 5561917, hold this license in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act and have completed this survey of the Property described hereon in accordance with Section 17-23-17 and have verified all measurements and have placed monuments as represented on this plat. I certify that by authority of the hereon owners, I have made a survey of the tract of land as shown on this Plat and have amended 3 lots as well as Public Utility and Ingress & Egress Easements, as shown, which are herein after known as

"AMENDED LOTS 36, 37 & 38, Creekside Subdivision Phase 4"

and that the same has been correctly surveyed and staked on the ground as shown on this plat.

---

Thomas W. Avant, PLS # 5561917

---

Date:

## NARRATIVE

The purpose of this survey was to retrace and mark on the ground the lines as shown on this Amended Plat at the request of the client. The purpose of the survey is to delineate the boundaries and take lots three lots and amend them into two lots. All corners are set and found as shown. The basis of bearing for this survey is from the North East Corner of Lot 73 to the South East Corner of Lot 74 with a Bearing of N12°41'15"E and a Distance of 159.96' in the Utah State Plane coordinate system South Zone.

## LEGAL DESCRIPTION:

LEGAL DESCRIPTION:  
ALL OF LOTS 36, 37 & 38 CREEKSIDE SUBDIVISION PHASE 4 AS RECORDED IN THE OFFICE OF THE  
KANE COUNTY RECORDER, UTAH; more particularly described as follows:

## LEGEND

CITY PUBLIC WORKS DIRECTOR CERTIFICATE

I, \_\_\_\_\_, Kanab City  
public Works Director, do hereby certify that this office  
has examined the above Plat and have determined that  
is correct and in accordance with information on file in  
this office and recommend it for approval this  
\_\_\_\_\_ day of \_\_\_\_\_  
, 20\_\_\_\_\_.  
  

---

KANAB CITY PUBLIC WORKS DIRECTOR

<u>CITY SURVEYOR CERTIFICATE</u>	
<p>I, _____, Kanab City Surveyor, do hereby certify that this office has examined the above Plat and have determined that it is correct and in accordance with information on file in this office and recommend it for approval this _____ day of _____, 20_____.  <hr style="width: 100px; margin-left: 0;"/> </p>	
<hr style="width: 300px; margin-left: 0;"/> <p>KANAB CITY ENGINEER</p>	

On this the \_\_\_\_\_ day of \_\_\_\_\_, the Planning Commission of Kanab City, Utah, having reviewed the above Plat and having found that it complies with the requirements of the Kanab City's planning and zoning ordinances, and by authorization of said commission, hereby recommend approval of said plat for acceptance by Kanab City, Utah.

	<p><u>APPROVAL AND ACCEPTANCE</u> by the Kanab City Council</p> <p>We the Kanab City Council have reviewed the hereon Plat and by authorization of said Kanab City Council recorded in the minutes of its meeting of the _____ day of _____, 20_____, hereby accept said plat with all commitments and all obligations pertaining thereto and is hereby ordered filed for record in the Office of the Kane County Recorder.</p> <p>Attest: _____ Kanab City Recorder</p> <p style="text-align: right;">Mayor — Kanab City Council</p>
--	---

<p style="text-align: right;">CITY ATTORNEY CERTIFICATE</p> <p style="text-align: right;">I,</p> <hr style="border-top: 1px dashed black; margin-top: 10px;"/> <p style="text-align: right;">Attorney for Kanab City, do that I have examined the a said plat meets the require Kanab City and is hereby re for approval this _____ day of _____</p> <hr style="border-top: 1px dashed black; margin-top: 10px;"/> <p style="text-align: right;">KANAB CITY ATTORNEY</p>
--

RECORDED DATE 20_____	<u>CERTIFICATE OF RECORDING</u>			
	I, _____, Recorder of Kane County, do hereby certify that above Plat was filed for recording in my office this _____ day of _____, 20_____.  RECORDED AND FILED AT THE REQUEST OF:  KANE COUNTY RECORDER ENTRY NO. _____			
DATE	TIME	BOOK	PAGE	Fee

The logo for Iron Rock Group features a large, bold, black 'R' with a vertical bar extending from its top. Below the 'R' is the text 'IRON ROCK' in a bold, black, sans-serif font, with a horizontal line above and below the text. Underneath 'IRON ROCK' is the word 'GROUP' in a smaller, bold, black, sans-serif font.

## *Building on Solid Foundations*

460 E. 300 SOUTH  
KANAB, UTAH 84741  
435-644-2031  
[www.ironrockeng.com](http://www.ironrockeng.com)

AMENDED  
LOTS 36, 37 & 38  
CREKSIDE SUBDIVISION PHASE 4  
KANAB, UTAH

DRAWN BY: CM

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SCALE: 1"=20'

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SHEET:

1 OF 1

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



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

## **Kanab City Planning Commission Staff Report**

### **File #PLAN25-003**

<b>Date:</b>	<b>March 3, 2025</b>
<b>Meeting Date:</b>	<b>March 6, 2025</b>
<b>Agenda Item:</b>	<b>Discuss and recommend to City Council a petition to vacate public utility easements</b>
<b>Subject Property Address:</b>	<b>850 S HWY 89A</b>
<b>Applicant:</b>	<b>Kanab Double C, LLC</b>
<b>Applicant Agent:</b>	<b>Iron Rock Engineering</b>
<b>Parcel #:</b>	<b>K-19-13-Annex</b>
<b>Applicable Ordinances:</b>	<b>Utah Code §§ 10-9a-609.5</b>

#### **Summary:**

Kanab Double C, LLC is requesting to vacate the public utility easements on parcel K-19-13-Annex located approximately at 850 S HWY 89A. The property owners would like to reduce the width of the easement.

#### **Applicable Regulation(s):**

Vacating public roads and utility easements are addressed in Utah Code §§10-9a-207.

#### **Analysis**

Staff have determined:

- The application meets the requirements of the Utah Code;
- Good cause exists for the vacation;
- Neither the public interest nor any person will be materially injured by the proposed vacation.

The owner of record contained within the plat is Kanab Double C, LLC. The vacation of the public utility easement is being requested to reduce the easement from 66-foot to 42-foot. The easements are currently not being used for any utilities and will not have any consequences for vacating them.

Public Hearing will be held with City Council during the scheduled meeting, April 8, 2025.

**– A Western Classic –**

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



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

**Staff Recommendation:**

After reviewing the application and analyzing the petition to vacate public utility easement, staff recommends that the Planning Commission send a positive recommendation for approval of the vacation to the Kanab City Council.

**Conditions of Approval:**

Staff has no conditions of approval.

**Recommended Motion:**

I move to send a positive recommendation to City Council for the vacation of the public utility easements identified on the proposed plat map for parcels K-19-13-Annex based on the findings and conditions outlined in the staff report #PLAN25-003.

**Alternate motion:**

I move to send a positive recommendation to City Council for the vacation of the public utility easements identified on the proposed plat map for parcels K-19-13-Annex based on the findings and conditions outlined in the staff report #PLAN25-003, with the additional findings and conditions: .

I move to send a negative recommendation to City Council for the vacation of the public utility easements identified on the proposed plat map for parcels K-19-13-Annex demonstrating the applicant has not met the standards outlined in the Utah State Code: .

**– A Western Classic –**

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



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

# Exhibit A: Subject Property

— A Western Classic —



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



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

## Exhibit B: Amended Plat

— A Western Classic —

# PARCEL LINE ADJUSTMENT

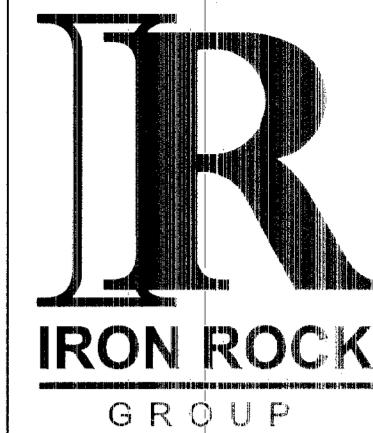
## PARCELS

### K-19-12-ANNEX & K-19-13-ANNEX

CITY OF KANAB, UTAH

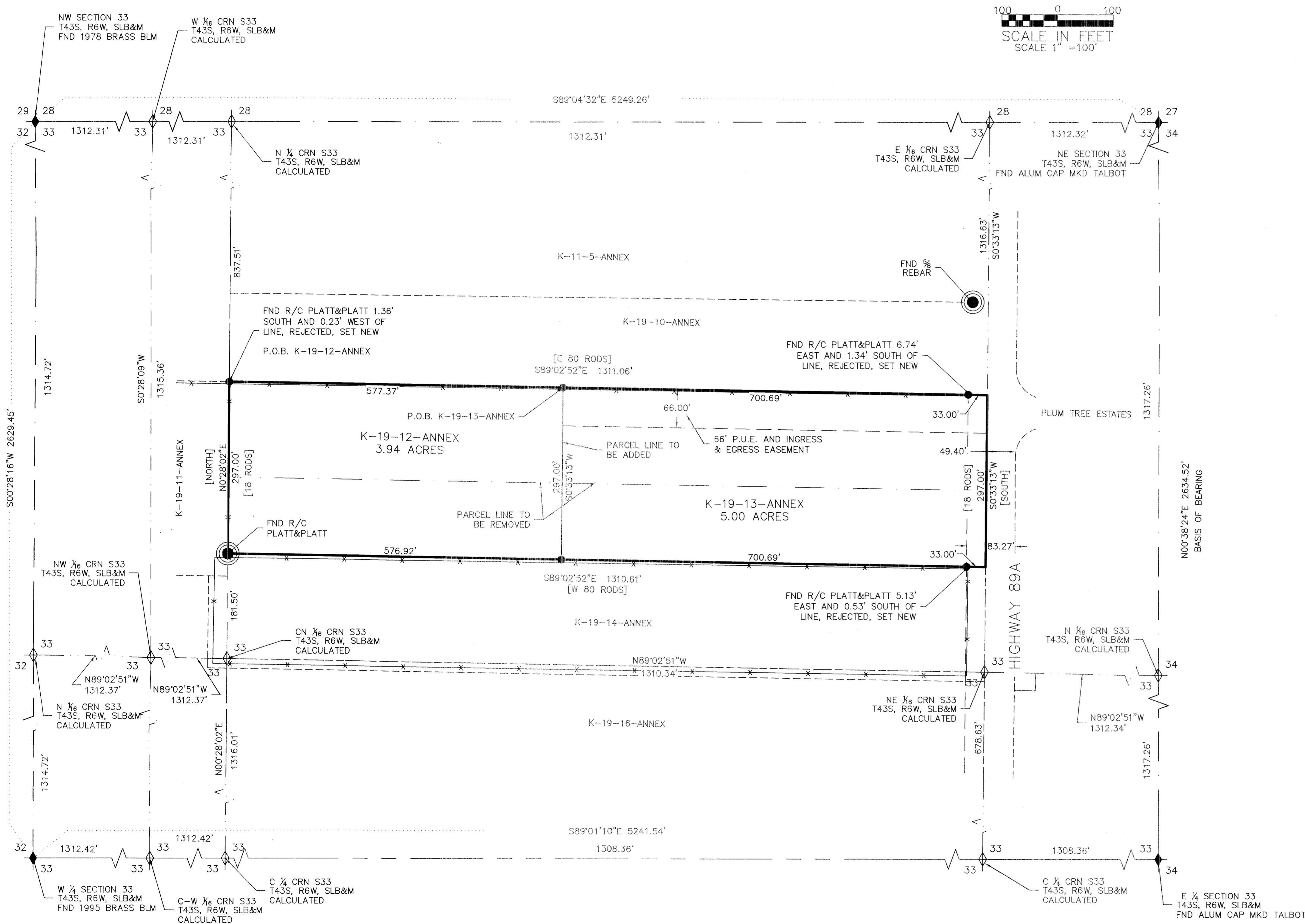
LOCATED IN NW $\frac{1}{4}$  NE $\frac{1}{4}$  OF SECTION 33,  
TOWNSHIP 43 SOUTH, RANGE 6 WEST,

SALT LAKE BASE AND MERIDIAN



Building on Solid Foundations

460 E. 300 SOUTH  
KANAB, UTAH 84741  
435-644-2031  
www.ironrockeng.com



#### REFERENCED DOCUMENTS

- VERMILLION LOFTS A MINOR SUBDIVISION (K-312)
- INTERMOUNTAIN WOOD PRODUCTS (CS-1215)
- WARRANTY DEED 00205484
- WARRANTY DEED 00205485

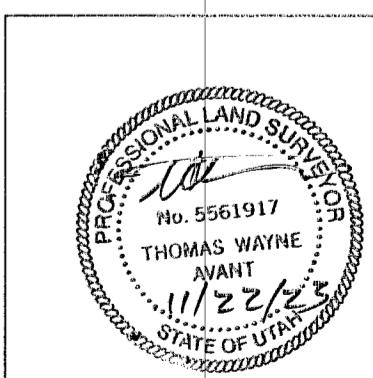
#### Owner Information:

The Banks Group LLC  
1883 E Charleston LN  
Salt Lake City, UT 84121

PROPERTY LINE
ADJACENT PROPERTY LINE
EASEMENT
FENCE
SURVEY BOUNDARY
PARCEL LINE TO BE REMOVED
PARCEL LINE TO BE ADDED
[ ]
RECORD BEARING AND DISTANCE

BANKS  
K-19-12-ANNEX & K-19-13-ANNEX  
KANAB, UT  
PARCEL LINE ADJUSTMENT

INITIAL SUBMITTAL	DATE:	DESCRIPTION:
REV#	DATE:	



DRAWN BY: CJM  
SCALE: 1" = 100'  
SHEET: 1 OF 1

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



**City Council**  
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**Scott Colson**  
**Chris Heaton**  
**Boyd Corry**  
**Peter Banks**

## **Kanab City Planning Commission Staff Report**

### **File #PLANDA25-002**

<b>Date:</b>	<b>March 3, 2025</b>
<b>Meeting Date:</b>	<b>March 6, 2025</b>
<b>Agenda Item:</b>	<b>Public Hearing to discuss and recommend to City Council an amendment to the Development Agreement for Ventana Resort Village</b>
<b>Subject Property Address:</b>	<b>650 E Kaneplex Dr</b>
<b>Property Owner:</b>	<b>Ventana Resort Village</b>
<b>Applicant Agent:</b>	<b>Iron Rock Group</b>
<b>General Plan Designation:</b>	<b>Master Planned Development</b>
<b>Parcel #:</b>	<b>K-13-1-Utah-Annex</b>

#### **Attachments:**

**Exhibit A: Development Agreement**

#### **Summary:**

Property Owner, Utah State of SITLA and M-W Kanab LLC are requesting an amendment to the development agreement for parcels K-13-1-Uta-Annex allowing an additional exception to the Land Use Ordinances and Design Standards regarding sidewalks. The developer would like to construct a 10-foot asphalt trail along one side of the public roads in place of the required sidewalk.

While reviewing the document staff found one other item that needed to be amended regarding excavation to repair infrastructure. The current development agreement allows the city to excavate and repair main lines up to subsurface in the private roadways (exempting the city from replacing the asphalt on the private roadways). With the development of the subdivision the Public Works Director has found that public infrastructure is being installed on some of the private properties (e.g. under driveways/parking lots). The Public Works Director is requesting that the language regarding excavation to repair infrastructure includes all areas of the development, not just the private roadways.

**– A Western Classic –**

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



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

**Suggested Motion(s):**

I make a positive recommendation to accept the amendments to the Development Agreement for Parcel K-13-1-Utah-Annex as shown in exhibit A of the staff report.

I make a negative recommendation not accepting the amendments to the Development Agreement for K-13-1-Utah-Annex as shown in exhibit A of the staff report.

I make a positive recommendation to accept the amendments to the Development Agreement for K-13-1-Utah-Annex as shown in exhibit A of the staff report with the following amendments

I move that we continue the discussion on the amendment to the Development Agreement to:

**– A Western Classic –**

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



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

## **Exhibit A: Development Agreement**

**— A Western Classic —**

When Recorded Return to:

Kanab City  
26 North 100 East  
Kanab, UT 84741

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Tax ID/Parcel #S K-13-1-UTAH-ANNEX

K-366-1 thru K-366-44, inclusive  
K-366-PID-TRL  
**K-366-CA**  
K-366-CA2  
K-366-TRL  
K-366-RD  
K-366-RD1

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## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

FOR

Ventana Resort Village

This First Amendment to the Development~~EVELOPMENT~~ Agreement~~AGREEMENT~~ for Ventana Resort Village ("Agreement~~Amendment~~") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between Kanab City, a Utah municipal corporation (the "City"), and MW - Kanab LLC, a Utah limited liability company ("Developer"). The City and Developer may be hereinafter collectively referred to as "Parties," and individually as a "Party."

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### RECITALS

#### RECITALS

A. Whereas, on March 14, 2023, the Developer and the City entered into a Development Agreement for the development of the Ventana Resort Village ("Development Agreement"), which Development Agreement was recorded in the Office of the Kane County Recorder on October 12, 2023 (parcel K-13-UTAH-ANNEX being the parent parcel under which the Development Agreement was recorded). [Entry 00205120, Book 0610, Page 0800]

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A.B. Pursuant to the terms of a Development Lease Agreement between Developer and The State of Utah School and Institutional Trust Lands Administration ("SITLA"), Developer has the right to develop approximately 101 acres of land located within Kanab City and more

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particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”), also currently commonly identified in the Office of the Kane County Recorder as parcels or by tax ID numbers K-13-UTAH-ANNEX, K-366-1 thru K-366-44, inclusive, K-366-PID-TRL, K-366-CA, K-366-CA2, K-366-TRL, K-366-RD, and K-366-RD1. Whereas, a portion of the Property is held in the Developer’s name, and a portion is held and presently still owned by SITLA, which portion is anticipated to be transferred from SITLA to the Developer and the Property is developed. No additional land shall be added to the Property without the express, written amendment of this Agreement, executed and approved by Developer and the City.

**B.C.** Developer desires to continue to develop the Property as a planned unit development in a manner consistent with the City’s General Plan, its Planned Development Overlay Ordinance (the “**PD Ordinance**”), *Uniform Zoning Ordinance of the City of Kanab, Utah*, Chapter 23, and the City’s ordinances, policies, guidelines and regulations.

**C.D.** Developer desires to continue to develop the Property as a planned development project plan (the **PD Plan**”), to be known as {Ventana Resort Village} (the “**Project**”), comprised of various resort hospitality, residential, commercial, and public uses, all as set forth in the PD Plan, attached to the previously executed and recorded Development Agreement, hereto as Exhibit B.

**D.E.** Developer and the City desire to enter into this Amendment for the purpose of vesting the development rights of the Property in order to implement the PD Plan and to more fully set forth the covenants and commitments of each Party, while giving effect to applicable State law, City code, policies, guidelines and regulations. The Parties understand and intend that the Development Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of *Utah Code Ann. § 10-9a-102* (2022).

**E.F.** Whereas, the Developer now desires to substitute asphalt trails in locations within the Project for which the City’s ordinances would require sidewalks be constructed and installed (i.e., Developer desires an additional exception to the current requirements in the City’s ordinance not previously addressed in the Development Agreement). The City desires the Project be developed, to the extent practicable, as a sustainable mixed-use neighborhood within the City, comprised of a harmonious and balanced mix of new residential, commercial, hospitality, and public uses, with the further objectives of:

- (i)** promoting water conservation and sustainable development;
- (ii)** creating a greater diversity in housing stock (types of housing available), including Attainable Housing;
- (iii)** creating a mix of commercial property generating tax revenues;
- (iv)** creating private amenities along with Developer’s Density, with ownership and maintenance by one or more Community Home Owners’ Associations; and

(v) — providing greater diversity in ownership of parks and other open space areas while maintaining a desired level of public park and trailhead areas.

GF. Whereas, in entering into this Amendment, the Parties desire to affirm the underlying Development Agreement.

H. The City is acting pursuant to its authority under *Utah Code Ann. § 10-9a-101, et seq.* (2022), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, guidelines, and regulations, and in the exercise of its legislative discretion, and has elected to approve this Amendment agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

## AGREEMENT

1. Recitals and Development Agreement. The Recitals above and the previously executed and recorded Development Agreement, with its accompanying exhibits, are hereby incorporated by reference into this Agreement Amendment.

2. Section 9.6.1 of the Development Agreement is amended to add the following subparagraphs read as follows:

9.6.1. Trails within the Project shall be constructed in accordance with the City's ordinances and design standards.

9.6.2. The Developer may construct a single 10.0-foot-wide asphalt trail on one side of any roadway, instead of concrete sidewalks on both sides of the roadway (i.e., this is an approved exception).

9.6.3. Where an asphalt trail is located within or adjacent to a public roadway or right-of-way, the Developer, and subsequently the Community Home Owners Association(s) once established, shall be responsible to maintain, repair, and replace said trails. The Developer, and subsequently the Community Home Owners Association, shall maintain trails in a condition reasonably safe for use by the residents and public.

9.6.4. Public access shall be permitted to trails along any roadway without restriction and no impact fee credit will be calculated or granted for the cost of design, construction, or maintenance of these trails (i.e., because these trails are being permitted in lieu of the usual requisite sidewalks, which are not typically eligible for an impact fee credit).

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9.6.5. The Developer and any subsequently created Community Home Owners Association(s) shall indemnify and hold the City harmless for any claim arising from or related to the construction, maintenance, repair, defect, replacement, or usage of trails throughout the Development.

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3. Section 14 of the Development Agreement is amended to add the following subparagraph:

9.6.2.14.3. If excavation is required within ~~the~~ roadway, trail, or elsewhere within the Development, to maintain, repair, or replace public utilities, the City shall be responsible to backfill and properly compact the excavated ~~area~~ up to and including the roadway base, if applicable. The Developer, or the subsequently established Community Home Owners Association(s), shall be responsible for the remaining necessary repairs of the asphalt, curbing, concrete, or landscaping.

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4. Sections 22.2, 22.2.1, and 22.2.2 of the Development Agreement are amended, revoked, and replaced to read as follows:

## 22.2 Remedies.

22.2.1 Upon Default, as set forth in the preceding section above, the City may declare the Developer or Owner to be in breach of the Development Agreement, or any amendment thereto, and the City: (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the development of the Property, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of occupancy for any building within the development until the breach has been corrected by Developer or Owner.

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

City shall be free from any liability arising out of the exercise of its rights under this paragraph.

22.2.3 Administrative Appeal. Any assertions of breach or default asserted by the Developer or Owner against the City shall be handled as a Land Use Appeal and addressed in accordance with the administrative appeal process outlined in Utah Code, Title 10, Part 7, and the Kanab City Land Use Ordinance, Chapter 3, as amended or superseded, and other applicable provisions of the Kanab City ordinances. All administrative processes and remedies must be exhausted, prior to seeking judicial review of an appeal authority's final decision.

22.2.4 No Monetary Damages. The Parties acknowledge that the City would not have entered into the Development Agreement, or any amendment thereto, had such a decision increased the City's risk of exposure to monetary damage claims from the Developer, current Owner, or subsequent owner or developer for any breach thereof except as set forth herein. As such, the Parties agree that specific performance, as may be determined through the Kanab City administrative appeals process (the final decision of which is subject to review by a court of competent jurisdiction) is the only intended remedy for any breach of the Development Agreement. Accordingly, the Parties waive all other remedies in law or equity, including monetary damages (e.g., actual, future, and speculative damages, including economic, special, punitive, or other monetary damages).

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22.2.5 In the event of a dispute over or relating to the terms of the Development Agreement, or any amendment thereto, or any Party's performance under the Development Agreement, the Parties in any action or proceeding brought in connection with such dispute or the enforcement of the Development Agreement shall cover their or its own costs, including reasonable attorney fees, whether incurred in litigation or otherwise.

22.2.6 The City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 et seq. (the "Immunity Act"). The City does not waive any defenses or limits of liability available under the Immunity Act and other applicable laws. The City maintains all privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws. Nothing in the Development Agreement should be interpreted as a waiver of the City's privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws.

22.2.7 The Developer shall provide improvement completion assurances and improvement warranties for public landscaping improvements and public infrastructure improvements as authorized under Utah Code, Title 10, Chapter 9a, and as outlined and required in Kanab City ordinances.

**22.2.8 Non-Liability of City Officials, Employees, Members, or Managers.**

No officer, representative, agent, or employee of the City shall be personally liable to the Developer or Owner or any of its successors or assigns in the event of any default or breach by the City or for any amount that may become due to the Developer or Owner or its successors or assigns for any obligation arising out of the terms of the Development Agreement, or any amendment thereto.

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5. The Development Agreement is amended to include the following additional provisions. Where the provisions and terms of the Development Agreement and the provisions below contradict, the provisions below shall be considered controlling (i.e., the contrary provisions of the Development Agreement shall be considered, amended, revoked, or modified, as necessary).

i. Parties to Pay Own Costs. The Parties hereto agree to bear their own legal fees and costs arising out of or related to the negotiation and documentation of the Development Agreement and any amendment thereto. In the event of any litigation between the parties arising out of or related to the Development Agreement, amendment thereto, or planned development and the application of the City's ordinances or state law, the prevailing party shall not be entitled to an award of reasonable court costs, including reasonable attorney fees. In the event that a dispute over or relating to the terms of the Development Agreement, or amendment thereto, is resolved short of a final contested decision by a court of competent jurisdiction, the Parties shall cover their or its own costs, including reasonable attorney fees, whether incurred in litigation or otherwise. The Parties agree that an advisory opinion rendered by a representative of the Utah Property Rights Ombudsman, while potentially helpful in reaching a resolution to a dispute between the Parties, shall not be considered grounds for awarding attorney fees, civil fines, or penalties, nor consequential damages.

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

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c. The Development Agreement and this Amendment do not exempt nor override any procedure, process, necessary approvals, design standards, provision of applicable State law, building code, fire code, or Kanab City ordinance (e.g., General, Land Use, and Subdivision) except where specifically outlined in the Development Agreement or this Amendment, and as permitted by law.

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d. Validity and Effect. Notwithstanding the Effective Date, this Amendment shall not be deemed valid and enforceable until such time as (1) an authorized representative of each Party has properly executed the same, (2) an authorized representative of SITLA has approved and executed the Acknowledgment and Consent of Owner, and (3) the Amendment has been properly recorded.

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e. All terms and provisions referencing the Development Agreement, or "Agreement," shall be equally applicable to this and any subsequent amendment, unless explicitly modified by this or a subsequent amendment.

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f. Developer and Owner Acknowledgment

i. The Developer and Owner affirmatively acknowledge that by entering into the Development Agreement, and any amendment thereto, they are giving up some of the rights they have under the existing Kanab City Land Use ordinances, and possibly certain applicable state laws, and is specifically giving up the ability to develop the Property as would otherwise be permitted. The Developer and Owner further acknowledge that by entering into the Development Agreement, and any amendment thereto, they are accepting the limited permitted and conditional uses and giving up the permitted and conditional uses otherwise listed in the land use chart of Chapters 17, 20, 21, and other applicable sections of the Kanab City Land Use Ordinance. The Developer and Owner acknowledge that they have been sufficiently advised of the rights and permitted/conditional uses they might otherwise have under federal, state, and local laws, which the Developer and Owner are giving up by entering into the Development Agreement, or any amendment thereto.

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ii. The Developer and Owner acknowledge that they have been sufficiently advised orally and in writing by the City and Developer's/Owner's own legal counsel (including by way of this written Amendment) of any and all rights "under clearly established state law" to which the Developer and Owner are entitled but conceding and giving up by entering into the Development Agreement, and any amendment thereto, and will therefore be estopped from a future related claim, including claims brought under Utah law (e.g., claims of undisclosed or unknown right forfeited through the Development Agreement, or amendment thereto). [If a term of the Development Agreement or this Amendment could be interpreted or construed to abridge the rights of the Developer and/or Owner of the Property, or seen in a light less favorable to the Developer and/or Owner, it should be considered as notice of a possible if not an outright concession or abridgment of the Developer's and/or Owner's "clearly established" right(s).

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iii. The Developer and Owner further acknowledge that the Development Agreement is not a condition for the development of the Property; however, a development agreement may have been required pursuant to the Developer's/Owner's request for a planned development, zone change, and/or exceptions to the City's ordinances to develop the Property as desired. The Developer and Owner acknowledge there are other avenues for developing the Property without entering into the Development Agreement or this Amendment.

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Except as amended herein provided, the Development Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereunder have executed this First Amendment to the Development Agreement on the date first written above.

[Signatures on the following pages.]

**IN WITNESS WHEREOF**, the parties hereunder have executed this First Amendment to the Development Agreement on the date first written above.

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**KANAB CITY:**

Attest:

~~Troy~~ Colten Johnson, Mayor

---

— City Recorder

**CITY ACKNOWLEDGMENT** ~~Approved as to form:~~

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~~City Attorney~~

STATE OF UTAH

1

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## COUNTY OF KANE

1

On the \_\_\_\_\_ day of \_\_\_\_\_, 2025, \_\_\_\_\_ personally appeared before me ~~Troy~~ Colten Johnson, who being duly sworn did say that he is the Mayor of Kanab City and ~~Troy~~ Colten Johnson indicated to me that he was authorized to execute this Amendment on behalf of Kanab City ~~said company executed the same.~~

---

## Notary Public

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**DEVELOPER (and partial Owner of the Property):**

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## MW - Kanab, LLC

a Utah limited liability company

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

Name: \_\_\_\_\_

Title: Manager

## DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ )  
:ss

On the \_\_\_\_\_ day of \_\_\_\_\_, 20253, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he is the Manager of MW - Kanab, LLC and has the authority to sign for said limited liability company and is the signer of the above instrument, who duly acknowledged that he executed the same.

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Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

## Notary Public

~~Notary Public~~

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## **ACKNOWLEDGEMENT AND CONSENT OF OWNER**

The undersigned, having an interest in the Property, more fully described in Exhibit A, that is the subject of the foregoing AgreementAmendment, hereby consents to the execution and recording of this AmendmentAgreement.

# THE STATE OF UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **OWNER'S ACKNOWLEDGMENT**

STATE OF UTAH )  
COUNTY OF )  
:SS )

On the \_\_\_\_ day of \_\_\_\_\_, 20253, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he is the \_\_\_\_\_ of The State of Utah School And Institutional Trust Lands Administration and has the authority to sign for said agency and is the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

## Notary Public

~~Notary Public~~

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**AMENDED EXHIBIT A**

**AMENDED LEGAL DESCRIPTION FOR**  
**DEVELOPMENT PROPERTY**

A portion of Lot 3, 4, 5, and 6 of Section 10, Township 44 South, Range 6 West, Salt Lake Base and Meridian, Utah, more particularly described as follows:

BEGINNING at the North 1/16 corner of Section 10 and 9 of said township and range; thence, along the west line of said Section 10, thence North 00° 44' 04" East 698.56 feet, to the north right-of-way of Kaneplex Drive and the beginning of a non-tangential curve; thence, along said right-of-way as follows, running along said curve to the left, 27.20 feet, having a radius of 471.00 feet, a central angle of 03° 18' 30" and whose long chord bears South 84° 56' 04" East 27.19 feet; thence South 86° 35' 19" East 1501.24 feet, to the beginning of a curve; thence, along the curve to the right, 512.86 feet, having a radius of 650.00 feet, a central angle of 45° 12' 26" and whose long chord bears South 63° 59' 06" East 499.66 feet; thence South 41° 22' 53" East 840.42 feet, to the beginning of a curve; thence, along the curve to the left, 103.91 feet, having a radius of 1450.00 feet, a central angle of 04° 06' 21" and whose long chord bears South 43° 26' 03" East 103.89 feet, to the north-south 1/4 section line of said Section 10; thence, leaving said right-of-way along said 1/4 section line, South 00° 25' 39" West 898.66 feet, to the southeast corner of said Lot 6; thence, along the south line of said Section 10, North 89° 31' 37" West 2619.50 feet, to the southwest corner of said Lot 5; thence, along the west line of said Section 10, North 00° 44' 27" East 1195.52 feet, to the POINT OF BEGINNING, containing 101.33 acres (more or less).

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**EXHIBIT B**

**LEGAL DESCRIPTION FOR**

**PHASE 1**

**Phase 1 Boundary:**

~~A portion of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  and the SE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 29 and a portion of the SW $\frac{1}{4}$  NW $\frac{1}{4}$  and the NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 28, Township 43 South, Range 6 West, Salt Lake Base and Meridian, more particularly described as follows:~~

~~BEGINNING at the south 1/16 corner of said Sections 29 and 28; thence, along the south 1/16 line of said Section 29, North 89° 17' 16" West 1054.38 feet; thence North 09° 18' 13" West 322.61 feet; thence North 80° 41' 47" East 24.76 feet, to the beginning of a curve; thence, along the curve to the left, 348.25 feet, having a radius 225.00 feet, a central angle of 88° 40' 49" and whose long chord bears North 36° 21' 49" East 314.51 feet; thence North 09° 16' 12" West 101.86 feet; thence North 09° 18' 13" West 534.33 feet; thence North 63° 16' 58" West 52.55 feet; thence South 80° 41' 47" West 7.50 feet, to the beginning of a non tangential curve; thence, along the curve to the left, 4.94 feet, having a radius 10.00 feet, a central angle of 28° 19' 09" and whose long chord bears North 23° 27' 48" West 4.89 feet, to a non tangent curve; thence, along the curve to the left, 82.81 feet, having a radius 102.38 feet, a central angle of 46° 20' 45" and whose long chord bears North 60° 47' 44" West 80.57 feet, to a non tangent curve; thence, along the curve to the left, 2.76 feet, having a radius of 10.00 feet, a central angle of 15° 48' 57" and whose long chord bears South 88° 07' 25" West 2.75 feet; thence North 01° 26' 57" West 50.53 feet, to the beginning of a non tangential curve; thence, along the curve to the left, 3.52 feet, having a radius 10.00 feet, a central angle of 20° 09' 25" and whose long chord bears North 70° 08' 13" East 3.50 feet, to a non tangent curve; thence, along the curve to the left, 40.42 feet, having a radius of 90.93 feet, a central angle of 25° 28' 10" and whose long chord bears North 47° 19' 26" East 40.09 feet; thence North 33° 34' 23" East 1.51 feet; thence North 30° 14' 44" East 1.43 feet, to the beginning of a non tangential curve; thence, along the curve to the left, 43.43 feet, having a radius 123.73 feet, a central angle of 20° 06' 34" and whose long chord bears North 19° 19' 00" East 43.20 feet, to a non tangent curve; thence, along the curve to the left, 3.24 feet, having a radius of 10.00 feet, a central angle of 18° 33' 56" and whose long chord bears North 00° 01' 15" West 3.23 feet; thence North 85° 37' 41" East 66.25 feet, to the beginning of a non tangential curve; thence, along the curve to the left, 3.62 feet, having a radius 10.00 feet, a central angle of 20° 43' 10" and whose long chord bears South 19° 39' 48" East 3.60 feet, to a non tangent curve; thence, along the curve to the left, 29.97 feet, having a radius of 90.93 feet, a central angle of 18° 53' 06" and whose long chord bears South 39° 27' 55" East 29.83 feet; thence South 49° 50' 10" East 1.86 feet, to the beginning of a non tangential curve; thence, along the curve to the left, 1.23 feet, having a radius of 8.90 feet, a central angle of 07° 53' 46" and whose long chord bears South 55° 45' 17" East 1.23 feet; thence South 61° 34' 16" East 1.75 feet, to the beginning of a non tangential curve; thence, along the curve to the left, 40.00 feet, having a radius 124.61 feet, a central angle of 18° 23' 28" and whose long chord bears South 71° 36' 50" East 39.83 feet, to a non tangent curve; thence, along the curve to the left, 2.95 feet, having a radius of 10.00 feet, a central angle of 16° 55' 42" and whose long chord bears North 89° 09' 39"~~

~~East 2.94 feet; thence North 80° 41' 47" East 342.70 feet; thence North 80° 41' 47" East 294.68 feet, to the beginning of a curve; thence, along the curve to the right, 173.42 feet, having a radius of 233.00 feet, a central angle of 42° 38' 42" and whose long chord bears South 77° 58' 51" East 169.45 feet; thence South 56° 39' 30" East 221.25 feet; thence South 56° 39' 30" East 100.00 feet; thence South 56° 39' 30" East 155.00 feet; thence North 33° 20' 30" East 316.83 feet; thence South 89° 58' 46" East 258.85 feet; thence North 56° 46' 04" East 191.69 feet; thence South 33° 13' 56" East 375.53 feet; thence South 00° 25' 07" West 334.19 feet; thence South 36° 18' 07" West 58.72 feet; thence South 81° 50' 18" West 35.50 feet; thence North 47° 22' 11" West 102.31 feet; thence North 76° 46' 22" West 29.72 feet; thence South 67° 27' 15" West 32.63 feet; thence South 21° 57' 23" West 28.85 feet; thence South 05° 04' 27" East 236.10 feet; thence South 26° 24' 19" West 278.39 feet; thence South 03° 14' 17" East 109.98 feet; thence South 42° 36' 23" East 92.27 feet; thence South 09° 26' 32" East 44.35 feet; thence South 51° 25' 47" West 271.57 feet, to the northerly right of way of Powell Drive and the beginning of a non tangential curve; thence, along said right of way and curve to the left, 66.71 feet, having a radius of 821.59 feet, a central angle of 04° 39' 08" and whose long chord bears South 75° 46' 25" West 66.69 feet, to the south 1/16 line of said Section 28; thence, along said 1/16 line, North 89° 04' 34" West 171.47 feet; thence North 22° 56' 30" West 18.82 feet, to the beginning of a curve; thence, along the curve to the right, 95.00 feet, having a radius of 233.00 feet, a central angle of 23° 21' 37" and whose long chord bears North 11° 15' 41" West 94.34 feet; thence North 00° 25' 07" East 196.36 feet, to the beginning of a curve; thence, along the curve to the left, 39.26 feet, having a radius of 25.00 feet, a central angle of 89° 59' 03" and whose long chord bears North 44° 34' 24" West 35.35 feet; thence North 89° 33' 56" West 297.07 feet, to the section line between said Sections 28 and 29; thence, along said section line, South 00° 32' 55" West 328.15 feet, to the POINT OF BEGINNING, containing 57.30 acres (more or less).~~

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



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

## **Kanab City Planning Commission Staff Report**

### **File #PLANDA25-003**

<b>Date:</b>	<b>March 3, 2025</b>
<b>Meeting Date:</b>	<b>March 6, 2025</b>
<b>Agenda Item:</b>	<b>Public Hearing to discuss and recommend to City Council a Development Agreement for Frameworx LLC</b>
<b>Subject Property Address:</b>	<b>227 E 300 S</b>
<b>Property Owner:</b>	<b>Frameworx, LLC</b>
<b>Applicant Agent:</b>	<b>Iron Rock Group</b>
<b>General Plan Designation:</b>	<b>Commercial</b>
<b>Parcel #:</b>	<b>K-1-5</b>

**Attachments:**

**Exhibit A: Development Agreement**

**Summary:**

Property Owner, Frameworx, LLC is requesting a development agreement for parcel K-1-5. The development agreement is to allow street parking in place of the on-site parking, as required in Kanab City Land Use Ordinances, Chapter 6.

**Suggested Motion(s):**

I make a positive recommendation to accept the Development Agreement for Parcel K-1-5 as shown in exhibit A of the staff report.

I make a negative recommendation not accepting the Development Agreement for Parcel K-1-5 as shown in exhibit A of the staff report.

I make a positive recommendation to accept the Development Agreement for Parcel K-1-5 as shown in exhibit A of the staff report with the following amendments .

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

**– A Western Classic –**

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



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

## **Exhibit A: Development Agreement**

**— A Western Classic —**

**WHEN RECORDED, RETURN TO:**  
KANAB CITY  
26 N. 100 E.  
Kanab, Utah 84741

Tax ID # K-1-5

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**DEVELOPMENT AGREEMENT  
AND  
GRANT OF EASEMENT APPURTEnant**

THIS DEVELOPMENT AGREEMENT AND GRANT OF EASEMENT APPURTEnant (the "Agreement") is executed and entered into on \_\_\_\_ of March, 2025, by and between Kanab City, a municipal corporation and political subdivision of the State of Utah (the "City" or "Grantor"), Frameworx LLC, a Utah limited liability company and owner of real property identified as K-1-5, as further described herein ("Frameworx" or "Owner" or "Grantee").

**RECITALS**

A. WHEREAS, the Grantee owns the real property identified as parcel K-1-5 in the records of the Kane County Recorder, with a location commonly known as 227 East 300 South, Kanab, Utah (the "Property"), and desires add to the existing building and ensure adequate parking applicable to such an addition per current city parking ordinance.

B. WHEREAS, the Grantor owns undeveloped real property on the west side and adjacent to the public street located at and commonly referred to as 227 East 300 South, in Kanab, Utah, in between the Property and the public street, 200 East. [The street known as 200 East is considered a "highway," "street," or "road" pursuant to the Rights-of-Way Act, Utah Code, Title 72, Chapter 5, Part 1, as to the width in which the real property has been "continuously used as a public thoroughfare for a period of 10 years," with the City-owned property adjacent thereto being considered non-right-of-way municipal property. Utah Code § 72-5-104.]

C. WHEREAS, Chapter 6 of the Kanab City Land Use Ordinance requires the following, in relation to parking:

"At the time any building or structure is erected or enlarged or increased in capacity or any use is established, there shall be provided off-street parking spaces for automobiles adjacent to the building, structure or use in accordance with the following requirements."

D. WHEREAS, Kanab City Land Use Ordinances further prescribes the number, size, and other criteria related to parking.

E. WHEREAS, due to the size and dimensions of the Property, the Grantee has insufficient area within the Property boundaries to construct and establish the parking required for a professional business.

F. WHEREAS, the Grantee desires to use the municipal property adjacent to his property and 200 East, for the purpose of constructing and establishing the parking needed, based on the terms and conditions included within this Agreement.

G. WHEREAS, the use of the adjacent municipal property would still require the Grantor to approve an exception and deviation from Kanab City's Land Use Ordinance.

H. WHEREAS, the Grantor is willing to grant the necessary exception to the Kanab City Land Use Ordinance and is willing to grant to Grantee a non-exclusive easement for constructing, accessing, and maintaining the parking necessary, pursuant to the terms and conditions of this Agreement.

I. WHEREAS, the Grantee and any successive owners of the Property will be responsible for the maintenance, upkeep, repair, and replacement of the parking area in accordance with this Agreement.

THEREFORE, based on the foregoing, the Parties agree to enter into and be bound by the following Agreement.

## AGREEMENT

1. The Property to Be Bound and Benefited. Grantee's agreement to pay for certain expenses, and maintain, repair, and replace certain infrastructure, as set forth in Sections 5 through 8, and other obligations provided elsewhere herein, which shall be binding upon and run with the following described tract of land in Kane County, State of UTAH ("Property"):

All of Lot 2, Block 1, Plat "A" of the Official Survey of Kanab Townsite.

[The Property commonly identified as parcel/tax I.D. K-1-5 in the records of the Kane County Recorder, and also known as 227 East 300 South, Kanab, Utah.]

2. Grant of Non-Exclusive Easement Appurtenant. The Grantor does hereby grant and convey to the Grantee and the Grantee's successor(s) in ownership of the Property, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and described herein, a permanent, but revocable and non-exclusive easement appurtenant ("Easement"), for the purpose described herein, over the following "Easement Property" (i.e., *servient* property):

Real property owned by the Grantor on the east side of the right-of-way and public street identified as 200 East, between the established public street and the Property, running the length and being the widths of the Property's northern boundary).

3. Scope and Purpose of Easement. This grant of Easement is for the limited non-exclusive purpose and scope, permitting the Grantee, Grantee's successor(s) in ownership, employees, contractors, subcontractors, their agents and representatives, licensees, and patrons as follows:

- a. Ingress/egress to and from the Property and 200 East;
- b. Parking operable vehicles in relation to the Property and its commercial business(es);
- c. Construction, maintenance, repair, and replacement of parking infrastructure, in accordance with Kanab City's ordinances, and also including but not limited to adjacent curbing, gutter, sidewalk, and landscaping; and
- d. Other necessary and related activities pertaining to the forgoing scope and purposes and related to the operation of professional offices on the Property.

4. Non-Exclusive Easement. The rights conveyed herein are limited and the access and use of the Easement Property is non-exclusive.

- a. The Easement Property shall be accessible and usable by other members of the public, during reasonable hours and for public parking purposes. If a conflict(s) arises in relation to the public usage of the Parking Infrastructure versus the usage appurtenant to the Property, then the Parties will negotiate a separate parking agreement in good faith.
- b. This Easement shall be subject to an implicit public utility easement running along and adjacent to the east side of 200 East (i.e., south of the established public right-of-way), including within the Easement Property, containing, among other permitted uses.
- c. Grantor maintains its rights and privileges to enter in upon the Easement Property to place, construct, install, operate, repair, maintain, upgrade, relocate, inspect, monitor, and replace thereon and under the surface thereof and in or upon all paved or improved surfaces, paths, and landscaped/un-landscaped areas within the Easement Property, as may now or hereafter be necessary or convenient for the operation of any public utility system or public infrastructure, in accordance with federal, state, and local law (collectively, the "Public Infrastructure").
- d. The Public Infrastructure erected within the Easement Property, including but not limited to the water and stormwater infrastructure, shall remain the personal property of the Grantor. Grantor shall have the right to inspect, maintain, rebuild, remove, repair, improve, and make changes, alterations,

substitutions, and additions in and to the Public Infrastructure as it may from time to time deem advisable, including the right to increase or decrease the number and size of the installed Public Infrastructure.

- e. The Grantor shall at all times have the right to keep the Easement Property clear of buildings, structures, or other obstructions, trees, shrubbery, undergrowth, and roots. The Grantee shall keep the Easement Property reasonably cleared, except as contemplated by this grant of easement thereby allowing the Grantor to inspect, maintain, repair, or replace any Public Infrastructure within the Easement Property.
- f. The Grantee may use the Easement Property for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation, and maintenance of the Public Infrastructure.
- g. The Grantee shall indemnify and hold harmless the Grantor from intentional damage to the grade of the soil, which may result from the construction, operation, and maintenance of the Public Infrastructure on the Easement Property or directly adjacent thereto, except damage caused by the negligence of Grantor. Any damage to structures, plantings, or landscaping during the construction, operation, and maintenance of the Public Infrastructure shall be the responsibility of the Grantee, if the damaged structure or plantings are considered impermissible within the Easement Property. The Grantee shall be responsible for maintenance of the Easement Property. The Grantor shall replace Parking Infrastructure, if necessary due to damage or removal in the maintenance, repair, replacement of Public Infrastructure.
- h. The Easement, rights, and interest granted herein shall constitute covenants running with the land, and Grantee's obligations shall burden Grantee's property; the Property being both benefited by the grant of Easement and also partially being the *servient* estate, due to the obligations and improvements, as outlined further herein, and shall be binding upon Grantee, its successors, assigns, and any person acquiring, leasing or otherwise owning an interest in the Property.

5. **Duty to Pay Development Expenses, Maintenance, Replacement.** Upon the conditions outlined below, as partial consideration for the Easement, the Grantee shall be responsible for paying the cost of improving the existing parking area within the Easement Property, in accordance with the specifications outlined in Grantor's ordinances (such improvements referenced as the "Parking Infrastructure"). Thereafter, the Grantee shall provide for the timely and reasonable upkeep, maintenance, repair, and replacement of the Parking Infrastructure.

6. Annual Fee Waived. Notwithstanding the Grantee's use of municipal property in furtherance of a private commercial business(es), the Grantor shall waive Grantee's requirement to pay an annual or other regular fee for the grant of easement and use of the Easement Property, in consideration of Grantee's contributions to the improvements and maintenance of the Easement Property, as follows (in short summary):

- a. Construction, maintenance, and repair of the Parking Infrastructure;

7. Delayed Commencement of Parking and Public Infrastructure. The Parking Infrastructure and any changes and necessary improvements to the Public Infrastructure shall be constructed and completed no later than one (1) year from the date this Agreement is executed, allowing the Grantee to delay the construction thereof.

- a. One six-month extension may be granted by the Grantor to the Grantee to complete the Parking Infrastructure and Public Infrastructure.
- b. Grantee acknowledges: Delayed commencement and completion of the Parking Infrastructure and Public Infrastructure improvements/changes may delay the issuance of other applications/approvals by the Grantor, not explicitly excepted herein (e.g., certificate of occupancy).

8. Plan Approval. The plans for the installation of the Parking Infrastructure shall be submitted to and be subject to approval by the Kanab City Building Official. All modifications, adjustments, changes, and construction of Public Infrastructure shall be submitted to the Grantor and be subject to the approval of the Kanab City Public Works Director. Any other customary applications and approvals required under the Grantor's ordinances shall apply, unless explicitly excepted within this Agreement.

9. Exceptions to Kanab City's Ordinances.

- a. To facilitate the use of the Grantee's Property, as desired, the Grantor agrees to allow the Grantee to satisfy the parking requirements for a business ~~or professional office~~ on the Property by the Parking Infrastructure described herein, allowing the parking to be offsite within the Easement Property.
- b. The delay in commencing the Parking Infrastructure and the changes and construction of the Public Improvements shall also constitute an exception to the Grantor's ordinances.
- c. All other ordinances not excepted herein shall apply.
- d. The exceptions to the Kanab City ordinances only relate and appertain to the use of the currently existing structure, as anticipated to be expanded and added onto, and only relate and appertain to the use of the Property for retail business and professional offices. Any change of use or structure in the

future shall require compliance with the then applicable ordinances, including a possible change to what parking shall be required.

10. Upkeep, Maintenance, Repair, and Replacement. The Grantee shall, at the Grantee's own expense, maintain the Easement Property in a clean, sanitary, and safe condition. The Grantee shall be responsible for all repairs and replacement of the Parking Infrastructure, except for any damage caused by the Grantor. The Grantor may provide written notice to the Grantee if it believes a condition of the Easement Property is unreasonably unsafe, unsanitary, or otherwise violates federal, state, or local law(s). The Grantee shall act promptly to remedy the condition for which it received notice. If the Grantee does not concur with the written notice provided by the Grantor, the Grantee may request a review of the written notice and a formal decision by the City Manager. The City Manager shall issue a formal written decision pertaining to the condition of the Easement Property. If the City Manager's decision persists in requiring a remedy to the condition of the Easement Property, the Grantee shall promptly commence to address the condition of the Easement Property or may follow the procedure for filing an administrative appeal, in accordance with the Kanab City Land Use Ordinance. At any time, Grantor may take action to address an unsafe condition in the Easement Property, thereafter submitting a bill to the Grantee for the cost of abatement. Such action may also be appealed by the Grantee as outlined herein.

11. Default. Failure by a Party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "Cure Period"), after written notice thereof from the other Party has been provided, shall constitute a default ("Default") by such failing Party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing Party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Said written notice of default shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible.

12. Remedies. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may exercise the following rights:

- a. The Grantor/City: (i) may withhold approval of any or all building permit(s) or certificate(s) of occupancy applied for by Grantees, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permit(s) or certificate(s) of occupancy for any building until the breach has been corrected by the Grantee.
- b. The Parties to this Agreement recognize that the Grantor has the right to enforce its ordinances and the terms of this Agreement, and any amendment thereto, by seeking an injunction to compel compliance. In the event the Grantee violates the ordinances of the Grantor/City or violates the terms of this Agreement, or any amendment thereto, the Grantor may, without

declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of the Grantor or a court of competent jurisdiction if the Grantee has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by the Owners.

- c. Any assertions of breach or default asserted by the Grantee against the Grantor shall first be handled as a Land Use Appeal and addressed in accordance with the administrative appeal process outlined in Utah Code, Title 10, Part 7, and the Kanab City Land Use Ordinance, Chapter 3, and other applicable provisions of the Kanab City ordinances. All administrative processes and remedies must be exhausted prior to seeking judicial review of an appeal authority's final decision, but which final decision is thereafter subject to review by a court of competent jurisdiction.

13. Grantor's Additional Remedies. When the Grantor asserts that the Grantee is in default, and the default remains after the Cure Period, the Grantor shall have the additional following remedies:

- a. *Enforcement of Security.* The Grantor shall have the right to draw on any security posted or provided in connection with the improvements to the Property, relating to remedying the particular default, consistent with the Grantee's performance completion assurance and/or warranty under Kanab City ordinances or any public improvement agreement regarding such improvements.
- b. *Claim Reimbursement – Public Infrastructure.* The Grantor shall have the right to demand repair or replacement of failed Parking Infrastructure or Public Infrastructure/System Improvements or for reimbursement from the Grantee for costs of remedying a particular failure or default relating to the Parking Infrastructure or Public Infrastructure/System Improvements, in excess of any security posted or provided, if any.
- c. *Withholding Further Development Approvals.* The Grantor shall have the right to withhold all further reviews, approvals, licenses, building permits, certificates of occupancy, and/or other permits for the development of the Property.

14. If the Agreement and Easement is Terminated or Found to be Null/Void. Upon the termination of this Agreement and the grant of Easement, the Grantee shall surrender the Easement Property with the Parking Infrastructure intact, in as good of condition as initially constructed, with normal wear and tear excepted. The Grantee shall not be obligated to and shall not remove any improvements contemplated by this

Agreement. Upon termination, all Parties being informed by writing as to the reason for termination, and no objection to termination being raised or remaining ninety (90) days after being so informed, the Parties shall execute and record an appropriate document terminating the easement and this Agreement.

15. No Monetary Damages. The Parties acknowledge that Grantor would not have entered into this Agreement, nor any amendment thereto, had it been exposed to monetary damage claims from the Grantee, or their successors, or assigns, for any breach thereof except as set forth herein (i.e., the City is not obligated to enter into this Agreement, and likely would not if increasing its exposure to the risk of monetary damages). As such, the Parties agree that specific performance, as may be determined through the Kanab City Land Use administrative appeals process (the final decision of which is subject to review by a court of competent jurisdiction) is the only intended remedy for any breach of this Agreement. Accordingly, the Parties waive all other remedies in law or equity, including monetary damages (e.g., actual, future, and speculative damages, including economic, special, punitive, consequential, or other monetary damages and civil fines).

- a. In the event of a dispute over or relating to the terms of this Agreement, or any amendment thereto, or any Party's performance under the same, the Parties in any action or proceeding brought in connection with such dispute or the enforcement of this Agreement and any amendment thereto shall cover their or its own costs, including reasonable attorney fees, whether incurred in litigation or otherwise.
- b. In the event that a dispute over or relating to the terms of this Agreement or any amendment thereto are resolved short of a final contested decision by a court of competent jurisdiction, the Parties shall cover their or its own costs, including reasonable attorney fees, whether incurred in litigation or otherwise.
- c. The Parties agree that an advisory opinion rendered by a representative of the Utah Property Rights Ombudsman, while potentially helpful in reaching a resolution to a dispute between the Parties, shall not be considered grounds for awarding attorney fees, civil fines, or consequential damages.

16. Governmental Immunity. The Grantor is a governmental entity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 et seq. (the "Immunity Act"). The Grantor does not waive any defenses or limits of liability available under the Immunity Act and other applicable law. The Grantor maintains all privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws. Nothing in the Development Agreement or any amendment thereto should be interpreted as a waiver of the Grantor's privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws.

17. The Grantee shall provide improvement completion assurances and improvement warranties for public infrastructure improvements authorized in Utah Code, Title 10, Chapter 9a, and as outlined and required in Kanab City ordinances.

18. Binding on the Property. This Agreement shall be recorded against the Grantee's property thereby putting future prospective purchasers on notice as to the terms and provisions contained herein. The benefits, rights, privileges, and obligations contained within this Agreement shall run with the Property, binding all successors, heirs, and assigns of the Property.

a. Rights and Privileges Not Tied to an Individual(s). The rights and privileges granted to the Grantee herein are appurtenant to the Property, and not personal to Frameworkx LLC. Likewise, the obligations of the Grantee are binding upon the owners of the Property, binding the current and successors, heirs, and assigns of the Property. Any reference to Grantee herein shall not be interpreted or construed to be a grant of a property right or privilege personal to the Grantee, nor a personal obligation to them, but rather an obligation upon the owner(s) of the Property, currently Frameworkx, LLC.

19. No Third-Party Beneficiary. This Agreement is made for the sole protection and benefit of the Grantee and the Grantor 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. It is specifically understood by the Parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to the current and future owners of the Property and the City, and their assigns; (ii) the development of the Property is a private development; (iii) the Grantor has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) the Grantee shall have the full power and exclusive control of the Property, subject to the obligations of the Grantee as set forth in this Agreement.

20. Notices. All notices and communications required by or pertaining to this Agreement shall be sent to the Parties at the following addresses:

Kanab City  
Attn: City Manager  
26 North 100 East  
Kanab, Utah 84741

Frameworkx, LLC  
381 North Gunsmoke Pass  
Kanab, Utah 84741

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

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

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

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

25. Hold Harmless, Indemnification, and Insurance. The Grantee and the Grantor agree to and shall hold Grantor, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages, just compensation, restitution, or judicial or equitable relief that may arise from or are related to any activity connected with the development of the Property, including the use of the Easement Property and/or approval of the development activity, this Agreement, and any amendment thereto; the direct or indirect operations of the Grantee or their contractors, subcontractors, agents, employees or other persons acting on its behalf which relates to the development of the Property and/or the Easement Property; or which arises out of claims for personal injury, including health, and claims for property damage.

- a. The hold harmless agreement of Grantee, their successors, heirs, and assigns, shall not be applicable to any claim arising by reason of the willful acts or intentional tort actions of the Grantor or relative to any directly related breach by the Grantor of its obligations under this Agreement.
- b. The Grantor shall not be liable for any damage or injury to Grantee, Grantee's employees, agents, licensees, patrons, or any other occupants or users of the Easement Property. The Grantee will hold the Grantor harmless on any claims for personal injury or property damage arising from the Grantee's occupancy, use, or otherwise related to the grant of Easement of the Easement Property, except for claims directly caused by negligence of the Grantor.
- c. The Grantor shall give written notice of any claim, demand, action, or proceeding which is the subject of Grantee's hold harmless or indemnification agreement as soon as practicable but not later than thirty

(30) days after the assertion or commencement of the claim, demand, action, or proceeding. If any such notice is given, the Grantee shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

- d. The Grantee shall maintain reasonable and appropriate levels of liability insurance coverage, which coverage shall include the Easement Property and name the Grantor as an additional insured.

26. Applicability of State Law and Kanab City Ordinances.

- a. This Agreement and any amendment thereto shall be governed by the laws in the State of Utah.
- b. All provisions of State Law and the City ordinances shall be applicable to the development of the Property and development and use of the Easement Property, except to the extent this Agreement or any amendment thereto is more restrictive than State Law or modifies provisions of City ordinances.
- c. This Agreement and any amendment thereto does not exempt nor override any procedure, process, necessary approvals, design standards, provision of applicable State law, building code, fire code, or Kanab City ordinance (e.g., General, Land Use, and Subdivision) except where specifically outlined, and as permitted by law.
- d. Grantee shall be entitled to application of the relevant local ordinances, laws, and fees in effect at the time a complete application is submitted, except as outlined or restricted herein.
- e. Grantee shall submit the necessary application(s) with requisite supporting documentation and plans, preliminary and final if required, for administrative consideration and approval. For administrative applications, Grantor shall approve such application(s), site plan(s), plat(s), etc., if such items meet the standards and requirements outlined in applicable State Law and local ordinances, or as provided in this Agreement.
- f. The Parties agree, intend, and understand that the obligations imposed by this Agreement and any amendments thereto are only such as are consistent with state and federal law. The Parties further agree that if any provision of the Development Agreement, or any amendments thereto, becomes, in its performance, inconsistent with state or federal law or is declared invalid, the Development Agreement and any amendment thereto shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect. If Grantor's approval of the development of the

Property and/or Easement Property is held entirely invalid by a court of competent jurisdiction, this Agreement shall be null and void.

27. Reserved Legislative Powers. Nothing in this Agreement or any amendment thereto shall limit the future exercise of the police powers of Grantor in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. This Agreement and any amendment thereto are not intended to bind a future governing body of the Grantor to a specific legislative decision. Notwithstanding the retained power of the Grantor to enact such legislation under its police power, such legislation shall not modify the Grantee's rights as set forth within this Agreement or any amendment thereto, unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc., v. City of Logan*, 617 P.2d 388 (Utah, 1988), or successor case law or statute. Any such proposed change affecting the Grantee's rights shall be of general application to all development activity in the City. Unless the Grantor declares an emergency, the Grantee shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property.

28. Incorporation of Recitals. The foregoing recitals are true and correct and hereby incorporated by reference as part of this Agreement.

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

30. The Grantee's Acknowledgment.

- a. The Grantee acknowledges that it has been sufficiently advised orally and in writing by the Grantor (including by way of this Agreement) of any and all rights "under clearly established state law" to which the Grantee is entitled but conceding and giving up by way of entering into the Development Agreement, and will therefore be estopped from a future related claim, including claims brought under Utah Code § 10-9a-532(2)(c) (2023) (i.e., claim of undisclosed or unknown right forfeited through this Agreement). [If a term of this Agreement could be interpreted or construed to abridge the rights of the Owners or seen in a light less favorable to the Grantee, it should be considered as notice of a possible if not an outright concession or abridgment of the Grantee's "clearly established" statutory right(s).]
- b. Grantee further acknowledges that this Agreement is not a condition for the development of the Property but has been requested by the Grantee. This

Agreement is necessary for Grantee's desired use of the Property (i.e., business or professional office) due to the unique circumstances of the Property. Grantee acknowledges there are other avenues for developing the Property without entering into this Agreement.

31. Entire Agreement. This Agreement represents the entire agreement of the Parties. All other agreements regarding the subject matter addressed herein are merged into this Agreement, which cannot be modified except by written consent of all Parties.

*[Signatures on the following pages.]*

IN WITNESS WHEREOF, this Agreement has been executed by the Grantor and by Kanab City, acting by and through its City Council by duly authorized persons as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:**

By: \_\_\_\_\_  
Colten Johnson, Mayor  
KANAB CITY

STATE OF UTAH )  
ss.  
COUNTY OF KANE )

On the \_\_\_\_\_ day of \_\_\_\_\_ 2025, personally appeared before me Colten Johnson, Kanab City Mayor, whose identity is personally known to or proved to me based on satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he did duly acknowledge to me that he executed the foregoing document.

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## Notary Public

**GRANTEE (Frameworx, LLC.):**

Terril Honey (Authorized representative of Frameworx, LLC.)

STATE OF UTAH )  
ss.  
COUNTY OF KANE )

On the \_\_\_\_ day of \_\_\_\_\_ 2025, personally appeared before me Terril Honey (authorized representative of Frameworx, LLC.) whose identity is personally known to or proved to me based on satisfactory evidence, and who, being by me duly sworn (or affirmed), did say and each duly acknowledged to me that they executed the foregoing document.

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## Notary Public

**GRANTEE (Frameworx, LLC):**

By: \_\_\_\_\_  
Terril Honey  
Its: \_\_\_\_\_

STATE OF UTAH )  
ss.  
COUNTY OF KANE )

On the \_\_\_\_\_ day of \_\_\_\_\_ 2025, personally appeared before me Terril Honey, declaring to be the duly authorized representative of Frameworx, LLC, his identity being personally known to or proved to me based on satisfactory evidence, and who, being by me duly sworn (or affirmed), did say and duly acknowledged to me that he executed the foregoing document, as authorized to do so by Frameworx, LLC.

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## Notary Public