

MBA MEETING

PACKET

DATE:

September 30, 2025

AGENDA
KANE COUNTY MUNICIPAL BUILDING AUTHORITY MEETING TO BE
HELD WEDNESDAY September 30, 2025 at 9:15 AM
IN THE Commission Chambers at the Kane County Courthouse, 76 North Main St.
Kanab, Utah

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

CALL MEETING TO ORDER & WELCOME:

CONSENT AGENDA: Approval of MBA Minutes for February 11, 2025

REGULAR AGENDA:

- 1. Discuss/Vote on Granting Garkane Energy an Easement for the Kane County Outreach Center and New Recreation Center**

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Chameill Lamb at (435) 644-2458.

Agenda items may be accelerated or taken out of order without notice as the Administration deems appropriate. All items to be placed on the agenda must be submitted to the Clerk's office by noon Tuesday, prior to the meeting date.

CONSENT AGENDA

Approval of:

MBA Meeting Minutes for February 11, 2025

**MINUTES OF THE
KANE COUNTY MUNICIPAL BUILDING AUTHORITY
MEETING HELD TUESDAY, FEBRUARY 11, 2025 at 9:45 A.M.
IN THE KANE COUNTY COMMISSION CHAMBERS**

CALL MEETING TO ORDER & WELCOME: Chairman Patty Kubeja
PRESENT: Chairman Patty Kubeja, Member Gwen Brown, Member Celeste Meyeres,
County Attorney Rob Van Dyke, Clerk/Auditor Chameill Lamb, Deputy Clerk/Auditor
Candice Brown, Keiren Chatterley

CONSENT AGENDA: Approval of MBA Minutes for August 7, 2024

Motion to adopt the minutes from August 7, 2024 made by Member Meyeres and motion
carried with all Members present voting in favor.

REGULAR AGENDA:

No other items.

Motion to adjourn made by Member Brown and motion carried with all members present
voting in favor.

WHEREUPON MEETING ADJOURNED

Chairman Patty Kubeja

Secretary Chameill Lamb

AGENDA ITEMS

ITEM # 1

Discuss/Vote on Granting Garkane Energy an Easement
for the Kane County Outreach Center and New
Recreation Center

When recorded return to:

Garkane Energy
Attn: Bryan Pollpeter
1802 S Hwy 89A
Kanab, Utah 84741

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: Municipal Building Authority of Kane County Utah ("Grantor"), does at this moment grant and convey to Garkane Energy Cooperative, Inc., a Utah nonprofit corporation ("Cooperative"), and Cooperative's employees, contractors, subcontractors, their agents and representatives, and their successors and assigns, for good and valuable consideration, the receipt and adequacy of which is at this moment acknowledged a permanent easement and right-of way ("Easement") over specific property located at Parcel Number K-23-1, County of Kane, State of Utah ("Grantor's Property"), which Easement shall be fifteen feet (15') wide, seven and a half feet (7.5') on each side of the centerline and encompass the area used for anchors, guy wire, and other appurtenances to the pole and shall include the areas used for any secondary serviced laterals (the "Easement Property"), as generally depicted on Exhibit "A and B" attached hereto and incorporated herein by reference. Such Easement shall include the right, privilege, and easement by Cooperative, its employees, contractors or agents to enter in upon grantor's Property to place, construct, install, operate, repair, change, maintain, upgrade, relocate, inspect, monitor, removals from, substitutions, additions to and replace thereon and under the surface thereof and in or upon all streets, roads or highways abutting Grantor's Property an electric transmission, distribution line or system, transfer overhead lines to underground lines, including by way of example and not by way of limitation all appropriate communications lines, cable, wire, transformers, manholes, concrete pads, switching enclosure, ground or overhead connection, attachments, equipment, accessories, and appurtenances as may now or hereafter be necessary or convenient for the transmission and distribution of electric energy (collectively, the "Facilities").

Such Easement shall further include the right of ingress and egress over Grantor's Property for the use of the Facilities for the provision of other products or services reasonably related to the provision of any utility services, including, without limitation, use of the Facilities by Cooperative for communication lines, data transmission lines, cable television or fiber optic services, and suitable to derive income from the use of the Facilities.

The Facilities erected hereunder shall remain the property of the Cooperative. Cooperative shall have the right to inspect, maintain, rebuild, remove, repair, improve, and make changes, alterations, substitutions, and additions in and to the Facilities as it may from time to time deem advisable, including the right to increase or decrease the number and size of lines, wires, cables, and manholes, connection boxes, switching enclosures, transformers, and transformer enclosures.

The Cooperative shall always have the right to keep the Easement Property (including any property on which secondary service laterals are located) clear of buildings, structures, or other obstructions, trees, shrubbery, undergrowth, and roots. Grantor expressly authorizes Cooperative to clear the Easement Property (including any property on which are located secondary service laterals) from trees which interfere, or may, with further growth, interfere with overhead or surface mounted electrical equipment. This may include but is not limited to cut, trim, and control the growth by machinery, or otherwise of trees and shrubbery located within the easement Property of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of the Facilities (including any control of the growth of other vegetation in the Easement Property which may incidentally and necessarily result from the means of control employed, clearing such property from the ground up, symmetrically trimming trees fronting each side of such property, and removing dead trees located beyond such Easement Property, which may strike the line in a fall. The Cooperative shall have the right and obligation to dispose of all trees and limbs cut by the Cooperative at any time.

The Grantor may use the Easement Property for any purpose that is not inconsistent with the rights granted, provided such use does not interfere with or endanger the Facilities' construction, operation, and maintenance.

The Grantor indemnifies and holds Cooperative harmless from damage to the grade of the soil, which may result from the construction, operation, and maintenance of the Facilities on the Grantor's Property, except for damage caused by the negligence of the Cooperative. Any damage to structures, plantings, or landscaping during the construction, operation, and maintenance of the Facilities shall be the responsibility of the Grantor if the damaged structure or plantings are within the Easement Property. The Grantor shall be responsible for maintaining the Easement Property, such as mowing, maintaining the ground grade level, and performing repairs necessary due to natural events.

Grantor covenants that it, he or she is the owner of the property herein identified as Grantor's Property and that any lender under any encumbrance on Grantor's Property has consented in writing to subordinate such lender's interest to this Grant of Easement or that Grantor will cause such written consent to be given.

The Grant of Easement, rights, and interests granted herein shall constitute covenants running with the land, burden the Grantor's Property as the servient estate, and be binding upon the Grantor, its heirs, successors, assigns, and any person acquiring, leasing, or otherwise owning an interest in the Easement Property.

Executed this ____ day of _____, 20 ____.

GRANTOR: Municipal Building Authority of

Kane County Utah By its:

“Capacity to sign”

Signature

Name: _____

Corporate Acknowledgment

State of Utah)

§

County of _____)

On this ____ day of _____, in the year 20____, personally appeared before me
date month year

_____, whose identity is personally known to me (or proven on the basis of
name of document signer

satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the

_____ of _____ and that said document was
title of office name of corporation

signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution
of its

Board of Directors), and said _____ acknowledged to me
that name of document signer

said Corporation executed the same.

Witness my hand and official seal.

(notary signature)

(notary seal)

Exhibit A
to
Grant of Easement

Legal Description

23115_PROPOSED ELECTRICAL EASEMENT

A fifteen (15) foot wide Perpetual Easement, being 7.5 feet on each side of the described centerline and is situate in the Northeast Quarter of Section 28, T.43S., R.6W., S.L.B.&M., in Kane County, Utah. The centerline of said perpetual easement shall extend through and across the below described premises as follows:

Beginning at a point in the grantor's easterly boundary line, said point is 310.61 feet S.89°36'08"E. along the monument line of 100 North Street and 427.63 feet South from the found Street Monument (3" brass cap) at the intersection of 100 North Street and 200 East Street; and running thence along said centerline the following three (3) courses: 1) N.40°52'14"W. 25.21 feet, 2) N.00°35'59"E. 145.68 feet and 3) N.89°35'03"W. 123.32 feet to the point of terminus.

The above described perpetual easement contains 4,400 square feet, or 0.10 acre in area, more or less.

Note: The sidelines of said perpetual easement shall be prolonged or shortened so as to not cross over the grantor's easterly boundary line.

Exhibit B
to
Grant of Easement

Depiction of Easement Property

(Attached)

