

**COMMISSION MEETING
PACKET**

DATE:

March 24, 2026

NOTICE AND AGENDA OF A MEETING OF THE KANE COUNTY COMMISSION

PUBLIC NOTICE IS HEREBY GIVEN that the Commissioners of Kane County, State of Utah, will hold a **Commission Meeting** in the Commission Chambers at the Kane County Courthouse, 76 N. Main Street, Kanab, Utah on **Tuesday, March 24, 2026** at the hour of **10:00 A.M.**

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

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

CALL MEETING TO ORDER

WELCOME

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT:

CONSENT AGENDA:

Check Edit Report: March 11, 2026-\$222,015.06 and March 17, 2026-\$598,884.93

Approval of: Commission Meeting Minutes for March 10, 2026

REGULAR SESSION:

1. **Public Hearing Regarding the Reappointment of Loretta Ozga and Beverly Dinsmore to the Kane County Council on Aging Board**
2. **Kane County Resolution No. R 2026-9 A Resolution Reappointing Loretta Ozga and Beverly Dinsmore to the Kane County Council on Aging Board / Commissioner Kubeja**
3. **Kane County Ordinance No. O 2026-07 An Ordinance Amending the Zoning of Lot 194-24 in the Alpine Meadows Subdivision from Commercial 1 to Commercial 2 / Commissioner Brown**
4. **Kane County Ordinance No. O 2026-08 An Ordinance Amending Title 9, Chapter 27 Article A of the Kane County Land Use Ordinance Escalante Region Multiple Use/Multiple Functions Grazing Zone (ERMU/MFGZ) and Updating the Kane County General Plan / Commissioner Brown**

5. **Kane County Ordinance No. O 2026-09 An Ordinance Revising Kane County Land Use Ordinance Title 9 Chapter 7 Commercial Roof Heights and Amending References from Utah Code Title 17, Chapter 27A to Title 17, Chapter 79, Within Chapter 1 of the Kane County Land Use Ordinance / Commissioner Brown**
6. **Action on Rural County Grant Funds Recommended by the Kane County Economic Opportunity Board / Commissioner Meyeres**
 - A. **Farmers Markets-\$10,000**
 - B. **Kane County Downtown Façade, Tenant Improvement, Sign, & Beautification Grant Program-\$75,000**
7. **Discuss/Vote on State of Utah School, School and Institutional Trust Lands Administration Certificate of Sale No. 27339 / Full Commission**
8. **Discuss/Vote on Alton High Fence Committee Agreement / Full Commission**
9. **Review of Legislative Issues / Full Commission**
10. **Commissioner Report on Assignments / Full Commission**
11. **Board of Equalization**
 - A. **Approval of Exempt Properties**

Closed Session:

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

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Chameill Lamb at (435) 644-2458. Agenda items may be accelerated or taken out of order without notice as the Administration deems appropriate. All items to be placed on the agenda must be submitted to the Clerk's office by noon Thursday, prior to the meeting.

CONSENT AGENDA

Approval of:

Check Edit Report: March 11, 2026-\$222,015.06 and
March 17, 2026-\$598,884.93

Commission Meeting Minutes for March 10, 2026

**MINUTES
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
March 10, 2026 at 10:00 AM
IN THE KANE COUNTY COMMISSION CHAMBERS,
76 NORTH MAIN, KANAB, UTAH**

Commissioner Attendance: Chair Gwen Brown, Commissioner Patty Kubeja, and Commissioner Celeste Meyeres

Other County Officials in Attendance: Attorney Jeff Stott, Sheriff Tracy Glover, Clerk/Auditor Chameill Lamb, Janette Peatross, Keiren Chatterley, Bert Harris, and Taylor Glover

CALL MEETING TO ORDER: Commissioner Brown

WELCOME: Commissioner Brown

INVOCATION: Janette Peatross

PLEDGE OF ALLEGIANCE: Matthew Fisher

PUBLIC COMMENT:

Drew Chamberlain expressed appreciation for the county's initiative in printing documents in black and white, noting the cost savings associated with this practice. He emphasized the importance of being frugal in government, stating that picking up pennies, even if it saves only a small amount, contributes to good governance and allows funds to be used better elsewhere.

Matt Fisher brought up four points not on the agenda, including an item on the Planning and Zoning meeting agenda regarding an ordinance revising Land Use to recognize historic livestock trails as established roadways, which he is curious about given our current road way challenges. The second thing he pointed out was that there has been three properties for sale going for zoning changes and a comment was made about how we don't want to hold up the buyer, but he believes the government should do its due diligence and make a good decision for the county and community. The third was regarding the Vermillion Cliffs Special Service District meeting and talk about having the southwest item going on the zoning change to be part of the VCSSD, he thinks that needs to be looked at thoroughly. Matt's fourth point was regarding HB510, he

suggests that the county looks at any other means to join the Moab lawsuit or find another way to take the state to court about this.

CONSENT AGENDA:

Check Edit Report: February 25, 2026-\$281,826.14 and March 5, 2026-\$802,561.66

Approval of: Commission Meeting Minutes for February 24, 2026

Motion to approve the Consent Agenda, which include the Check Edit Report from February 25, 2026 and March 5, 2026 and the Commission Meeting Minutes for February 24, 2026 made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

REGULAR SESSION:

- 1. Public Hearing Regarding the Appointment of Cheryl Mattson to the Church Wells Special Service District Administrative Control Board**

No public comment.

- 2. Kane County Resolution No. R 2026-8 A Resolution Appointing Cheryl Mattson to the Church Wells Special Service District Administrative Control Board / Commissioner Kubeja**

The term began January 1, 2024 and will end on December 31, 2027.

Motion to approve Kane County Resolution No. R 2026-8 a Resolution appointing Cheryl Mattson to the Church Wells Special Service District Administrative Control Board made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye
Commissioner Kubeja-aye
Commissioner Meyeres-aye

- 3. Discussion/Action on the Disposal of Remaining Containers at the Old Care & Share Property Value vs. Removal / Full Commission**

Sheriff Glover stated that the remaining containers at the old Care & Share are all on Kanab City property and that Kanab City has some interest in acquiring what is left there from us. The insurance value for the containers is set at \$51K, while the assessor's office values them at \$35K if they were assessing them on private residence. He recommends transferring the ownership of most containers to Kanab City, as moving them would likely be cost-prohibitive for the county, especially given concerns that some constructed "tough sheds" might fall apart during removal.

Motion that the county retains the walk-in refrigerator and freezer to put up for auction at the sheriff's convenience and that we transfer ownership for containers 2, 3, 5, and 6 to Kanab City and container 7 we

will keep if 4-H wants it, if not transfer it to the city made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye
Commissioner Kubeja-aye
Commissioner Meyeres-aye

4. Financial Update-Chameill Lamb / Full Commission

Chameill provided a detailed overview of the 2025 financial year-end balances and went over where we are now with fund balances.

5. 2026 Fraud Risk Assessment-Chameill Lamb / Full Commission

Chameill presented the Fraud Risk Assessment for 2026.

6. Review of Legislative Issues / Full Commission

HB510 Municipal Incorporation Modifications
HB48 Wildland Urban Interface Amendments

7. Commissioner Report on Assignments / Full Commission

Commissioner Brown

- Training for Board of Equalization (BOE)
- Big Water Visitor Center is hiring
- Roads Dept. will be hiring a weed sprayer

Commissioner Kubeja

- Find the Spine kickoff is tonight
- VA Resource Meeting starting at noon today
- Reservoir is at an all-time high

Commissioner Meyeres

- Kelly Stowell and Commissioner Meyeres will present at the Kanab City Council meeting
- The commission continues to be in conversations regarding the North Rim
- They had a meeting yesterday with the acting superintendent of the Glen Canyon NRA
- Coral Pink Sand Dunes Road project is in engineering now and they are planning implementation next year
- Tomorrow there is a Five County Association of Governments meeting
- The commission attended a meeting last week in St. George at the Public Health Building regarding water hauling

Motion to adjourn at 11:30 AM made by Commissioner Brown and motion carried with all commissioners present voting in favor.

WHERE UPON MEETING WAS ADJOURNED

Gwen Brown Chair

Chameill Lamb Clerk/Auditor

AGENDA ITEMS

ITEM # 1

Public Hearing Regarding the Reappointment of Loretta Ozga and Beverly Dinsmore to the Kane County Council on Aging Board

ITEM # 2

Kane County Resolution No. R 2026-9 A Resolution
Reappointing Loretta Ozga and Beverly Dinsmore to the
Kane County Council on Aging Board

KANE COUNTY RESOLUTION NO. R 2026 –9

**A RESOLUTION REAPPOINTING LORETTA OZGA AND BEVERLY DINSMORE TO
THE KANE COUNTY COUNCIL ON AGING BOARD**

WHEREAS, the term of office for Loretta Ozga and Beverly Dinsmore serving on the Kane County Council on Aging Board, expired December 31, 2025; and

WHEREAS, the Kane County Board of Commissioners (“Commission”) has complied with the requirements to solicit applicants to serve for these board positions including taking public comment; and

WHEREAS, the Commission desires to reappoint Loretta Ozga and Beverly Dinsmore to the Kane County Council on Aging Board;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE KANE COUNTY BOARD OF COMMISSIONERS, IN AND FOR KANE COUNTY, STATE OF UTAH, AS FOLLOWS:

1. Loretta Ozga and Beverly Dinsmore are reappointed to serve as board members on the board of the Kane County Council on Aging Board.
2. The term is a four-year term which began on January 1, 2026 and will end on December 31, 2029 or when a replacement has been appointed, whichever is later.

ADOPTED this 24th day of March 2026.

Gwen Brown, Chair
Board of Commissioners
Kane County

ATTEST:

CHAMEILL LAMB
Kane County Clerk

Commissioner Brown voted _____
Commissioner Kubeja voted _____
Commissioner Meyeres voted _____

ITEM # 3

Kane County Ordinance No. O 2026-07 An Ordinance
Amending the Zoning of Lot 194-24 in the Alpine
Meadows Subdivision from Commercial 1 to Commercial

2

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: 3/24/2026

Dept. / Business Name: Land Use

Topic/Re: Ordinance 2026-07 Zone Change: JZB Enterprises LLC

Public Hearing: No

Description: Zone Change/Ordinance 2026-07/JZB Enterprises, LLC
An application to consider a Zone Change from Commercial 1 (C-1) to Commercial 2 (C-2). The intended use of the property will be a carwash, laundromat, and eventually storage units. Ordinance 2026-07

Lot #: 194-24

Zoned: Commercial 1 (C-1)

Acreage: 1 acre

P&Z voted unanimously to recommend approval of this zone change

Attachments: O-2026-07, Staff Report, map,

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:



Staff Report

DATE: February 19, 2026

To: Planning Commission
From: Shannon McBride, Land Use Administrator
Subject: Project # 26011: Zone Change Application, C-1 to C-2, Ordinance O-2026-07
Lot 194-24 consisting of 1 acre

HEARING NOTIFICATION:

- Mailed the property owners within 500 feet of the subject area.
 - Posted on the Utah State and Kane County's public websites.
 - A public notice was posted in two public locations.
-

REQUEST:

On February 10, 2026, JZB Enterprises LLC, Zach & Jayne Hascall, submitted a zone change application for lot 194-24, 1575 E Duck Creek Ridge Road in Kane County, Utah, requesting to rezone from Commercial-1 to Commercial 2. The intended use is to develop the property with a car wash, laundry mat and eventually storage units.

LEGAL DESCRIPTION:

Parcel Number 194-24

Tax District 15 – Cedar Mtn Service District

Acres 1.00

Situs Address 1575 E Duck Creek Ridge RD

Legal ALL OF LOT 24 ALPINE MEADOWS SUBDIVISION.

FACTS & FINDINGS:

Lot Characteristics

- Lot 194-24 meets the minimum acreage required to be zoned C-2.

- The lot is currently zoned C-1.
- The owner requests the lot be zoned C-2 which requires a zone change.
- Surrounding parcels are zoned C-1, C-2, USFS and R-1/2.
- All property owners within 500 ft. of this lot have been mailed a public notice.
- The lot would gain access from the Duck Creek Ridge Road off Highway 14.
- **Commercial 1 USES 9-7B-1: PURPOSE:** The purpose of the Commercial 1 zone is to provide for the sale of goods and the performance of services and other activities for which the market extends beyond the immediate area. (Ord. O-2022-42, 7-26-2022; amd. Ord. O-2022-60, 11-22-2022)
- **9-7B-2: USE REGULATIONS:** Development of any parcel of land for any of the uses listed in this section exceeding fifteen thousand (15,000) square feet of total building floor area are not permitted in this zone.
 - A. **Permitted Uses:** The following uses are permitted in the C-1 zone:
 Accessory uses and buildings, customarily incidental and subordinate to an approved permitted use.
 Any permitted uses listed in the light commercial (L-C) zone.
 Restaurants.
 Retail sale and/or rental of goods, merchandise and equipment conducted wholly within an enclosed building.
 Tour Companies without ATV/UHV rentals.
 - B. **Multi-Residential, Residential And Agricultural Uses:** All uses listed in the multi-residential, residential and agricultural uses table are allowed in the C-1 Zone with their appropriate designation of permitted or conditional unless otherwise changed in the commercial uses table.
 - C. **Conditional Uses:** The following uses are subject to the conditional use approval process outlined in chapter 15 of this title:
 Accessory uses and buildings, customarily incidental and subordinate to an approved conditional use.
 Automobile car wash, not to exceed four (4) bays.
 Automobile sales
 Automobile fuel stations.
 Cell towers.
 Child daycare or preschool center which meets all state and local regulations.
 Commercial recreation and entertainment facilities, not to include sexually oriented businesses.
 Heli pad private.
 Private business and technical schools.
 Reception center and/or wedding chapel.
 - D. Any uses not set forth in this section or L-C are not allowed.
 - E. **Other:** Any use not named which may be considered harmonious with the zone and current allowed uses can be considered for proposed inclusion into the chapter by the Kane County Planning Commission in a public hearing and approval of the County Commission. (Ord. O-2022-42, 7-26-2022; amd. Ord. O-2023-12, 4-25-2023)

- **COMMERCIAL 2 USES C-2 9-7C-2: USE REGULATIONS:**
 - A. Permitted Uses: The following uses are permitted in the C-2 zone:
 Any permitted use listed in the L-C and C-1 zones.
 Accessory uses and buildings, customarily incidental and subordinate to an approved permitted use.
 Auditoriums, conference rooms, museums, theaters, libraries and community social centers.
 Car wash (large).
 Freight or trucking yard or terminal.
 Heli pad commercial.
 Propane storage tanks.
 Repairing, renovating, painting and cleaning of goods, merchandise and equipment.
 Retail and/or wholesale sale and/or rental of goods, merchandise and equipment, which may include storage and display outside an enclosed building.
 - B. Conditional Uses: The following uses are subject to the conditional use approval process outlined in chapter 15 of this title.
 Accessory uses and buildings, customarily incidental and subordinate to an approved conditional use.
 ATV's/UTV's rentals.
 Dams and Reservoirs.
 Hospital.
 Hotel or motel.
 Motor vehicle, trailer, camper and recreational vehicle sales agency.
 Recreational Vehicle Parks.
 Storage units.
 Solar Power panels producing over 25 KW.
 Substation.
 - C. Any combination of the above uses which meets all other provisions of this title.
 - D. Other: Any use not named which may be considered harmonious with the zone and current allowed uses can be considered for proposed inclusion into the chapter by the Kane County Planning Commission in a public hearing and approval of the County Commission. (Ord. O-2022-42, 7-26-2022)
- **Kane County General Plan, Preamble:** Given these basic premises, the Kane County Commission will use this Plan to guide land use decisions for the county. Where decisions regarding property rights versus property values are being made, deference shall be given to property rights. This Plan will ensure that present and future residents and visitors to Kane County will be housed under safe, sanitary, and attractive conditions. Land uses in the unincorporated county will reflect the intent of the Commission to expect intensive, urban-scale uses and to provide self-supported basic services without county financial support.
- **Kane County General Plan, Pg. 6 Land Use Goals** Unincorporated land uses will remain at densities which can be adequately serviced and which retain the qualities of a rural, open setting with uses not typically found in a town or city. Residential Land Uses Goal #1: To provide for residential areas that support and complement the unique rural

quality and character of Kane County. Objective: Minimum allowable densities in unincorporated zoning districts will be determined by the land use ordinance.

- If the zone change is approved the uses contained in the C-2 uses table will be allowed.

CONCLUSION:

The Planning Commission must evaluate this zone change request by considering the following:

1. Alignment with the Kane County General Plan and its provisions for commercial uses.
2. The applicant's property rights and the potential impact on neighboring properties.
3. Compatibility with surrounding zoning designation.
4. Adherence to the purpose and allowed uses of the C-2.

Given these considerations, a recommendation should balance Kane County's best interests, future planning objectives, and private property rights. If the zone change amendment is adopted, C-2 zoning regulations will apply as outlined in the Kane County Land Use Ordinance as stated above.

LEGAL CONTEXT

Because zoning ordinances are in derogation of a property owner's common-law right to unrestricted use of his or her property, provisions therein restricting property uses should be strictly construed, and provisions permitting property uses should be liberally construed in favor of the property owner; *Patterson v. Utah County Bd. of Adjustment*, 893 P.2d 602, 606 (UT App 1995)

MOTION: I move to recommend approving/denying the zone change for lot 194-24 from C-1 to C-2 & Ordinance O-2026-07 to the County Commission based on the facts and findings as documented in the staff report.





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



USFS
USFS

HWY-14

KANE COUNTY ORDINANCE NO. O 2026-07

AN ORDINANCE AMENDING THE ZONING OF LOT 194-24 IN THE ALPINE MEADOWS SUBDIVISION FROM COMMERCIAL 1 TO COMMERCIAL 2

WHEREAS, the Kane County Planning Commission, after due and legal notice, held a public hearing on March 11, 2026, and forwarded a recommendation to the Kane County Commission regarding this ordinance; and

WHEREAS, the Kane County Board of Commissioners finds that said zone change is in accordance with the Kane County Land Use Ordinance 9-7C-1: PURPOSE: The purpose of the commercial 2 zone is to provide for heavy commercial areas not appropriate near or in Residential Zones to meet larger commercial uses. (Ord. O-2022-42, 7-26-2022)

WHEREAS, the Kane County Commission has reviewed the proposed ordinance, the staff report, the Planning Commission recommendation, and finds the amendment to be in the best interest of the public health, safety, and welfare; and

WHEREAS, the statutory authority for enacting this ordinance is Utah State Code Sections §17-79-201-202 &205, and 17-79-503;

WHEREAS, the Kane County Planning Commission and Kane County Board of Commissioners desire to implement the recommended zone change to lot 194-24, from Commercial 1 to Commercial 2;

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

LEGAL DESCRIPTION:

Parcel Number 194-24

Tax District 15 – Cedar Mtn Service District

Acres 1.00

Situs Address 1575 E Duck Creek Ridge RD

Legal ALL OF LOT 24 ALPINE MEADOWS SUBDIVISION.

Is hereby rezoned from Commercial 1 to Commercial 2 and shall from here forth be zoned Commercial 2.

Section 1. Severability.

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

Section 2. Effective Date

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

Section 3. Publication and Notice.

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

End of Ordinance.

ADOPTED this 24th day of March, 2026

Commissioner Brown voted: _____
Commissioner Meyeres voted: _____
Commissioner Kubeja voted: _____

COUNTY:
Kane County, a political subdivision of the State of Utah

By: _____
Gwen Brown
Chair, Kane County Commission

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
Name of document signer
the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the
chair of the Kane County Commission and that said document was signed by him/her in behalf
of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and
also acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

(Notary signature and seal)

Notary Printed Name _____ My Commission Expires

Residing in _____, County

ITEM # 4

**Kane County Ordinance No. O 2026-08 An Ordinance
Amending Title 9, Chapter 27 Article A of the Kane
County Land Use Ordinance Escalante Region
Multiple Use/Multiple Functions Grazing Zone
(ERMU/MFGZ) and Updating the Kane County
General Plan**

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: 3/24/2026

Dept. / Business Name: GIS / Government Affairs

Topic/Re: Ordinance 2026-08

Public Hearing: No

Description: Ordinance 2026-08

An Ordinance revising Kane County Land Use Ordinance, Title 9, Chapter 27, to Recognize Historic Livestock Trails as Established Roadways.

P&Z voted unanimously to recommend approval of this ordinance.

Attachments: O-2026-08,

Dept. Head/Owner: Taylor Glover

Contact Information: Taylor Glover x4968

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

KANE COUNTY ORDINANCE NO. 2026-08

**AN ORDINANCE AMENDING TITLE 9, CHAPTER 27 ARTICLE A OF THE KANE COUNTY
LAND USE ORDINANCE**

**ESCALANTE REGION MULTIPLE USE / MULTIPLE FUNCTIONS GRAZING ZONE
(ERMU/MFGZ)**

AND UPDATING THE KANE COUNTY GENERAL PLAN

SECTION 1. FINDINGS

WHEREAS, Kane County is authorized under Utah Code §17-79-102 to adopt and amend a General Plan and land use regulations to promote the health, safety, welfare, prosperity, and economic stability of the County; and

WHEREAS, Title 9, Chapter 27 Article A of the Kane County Code establishes the Escalante Region Multiple Use / Multiple Functions Grazing Zone; and

WHEREAS, the current language of Chapter 27 Article A was adopted in 2014 and requires modernization to reflect current federal coordination practices and clarified policy direction; and

WHEREAS, Kane County has historically depended upon livestock grazing, livestock trailing, mining, recreation, and other multiple-use activities for economic stability and cultural heritage; and

WHEREAS, the County desires to formally recognize Historic Livestock Trails within the Escalante Region Grazing Zone consistent with previously adopted County policy; and

WHEREAS, the Planning Commission has conducted a duly noticed public hearing pursuant to Utah Code §17-79-205; and

WHEREAS, the Planning Commission finds the proposed amendment to be consistent with the Kane County General Plan and in the best interest of the citizens of Kane County;

NOW, THEREFORE, the Kane County Planning Commission recommends adoption of the following amendment to the Kane County Commission:

SECTION 2. AMENDMENT TO TITLE 9, CHAPTER 27 Article A. Zoning Districts

Kane County Code Title 9 Chapter 27 ERMU/MFGZ, Article A is amended to read as follows and additions to the Ordinance are indicated with an underline, and deletions from the ordinance are indicated with a strike-through. Instructions to the codifiers are italicized and inside parenthesis.

(Title 9, Chapter 27 Article A is hereby repealed and replaced in its entirety as follows):

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9-27A-1: PURPOSE

This zone is established to maintain open lands, protect historic agricultural uses, preserve multiple-use management, protect valid existing rights, and preserve Kane County's agricultural and cultural heritage.

Nothing in this chapter creates new rights-of-way or expands jurisdictional authority.

9-27A-2: DEFINITIONS

GRANDFATHERED USES: Uses lawfully existing as of October 21, 1976, pursuant to FLPMA §603(c), may continue in the same manner and degree as existed on that date.

MULTIPLE USE: Management of public lands consistent with 43 USC §1702(c), balancing renewable and nonrenewable resources without permanent impairment.

VALID EXISTING RIGHTS: Any valid lease, permit, patent, right-of-way, water right, or other land use authorization existing at the time of designation.

HISTORIC LIVESTOCK TRAILS: County roads, RS2477 rights-of-way, wagon roads, trails, and customary routes historically used for seasonal livestock movement.

9-27A-3: MODIFYING REGULATIONS

- Livestock grazing levels shall remain consistent with valid existing permits and applicable federal law.
- The Escalante Region Grazing Zone includes lands within Townships 38S through 44S, Ranges 1W through 9E.
- Management priorities include protection of grazing, historic livestock trails, RS2477 rights-of-way, mineral development, recreation, water resources, and emergency access.
- Federal agencies shall coordinate with Kane County during development and implementation of land use plans.
- Emergency search and rescue access shall not be impaired.

9-27A-4: PERMITTED AND CONDITIONAL USES

- Livestock grazing and trailing
- Hunting and fishing
- Mineral exploration and extraction
- Recreation compatible with grazing
- Timber and woodland products
- Telecommunications infrastructure
- Water development
- Utility corridors
- County transportation corridors

9-27A-5: GRAZING MANAGEMENT PLANS

- Adaptive management
- Monitoring
- Rangeland health assessments

- Flexible utilization standards
- Seasonal flexibility
- Reasonable water development and fencing
- Brush control and reseeding
- Avoidance of unnecessary allotment closures
- Use of Coordinated Resource Management Plans where appropriate

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SECTION:

~~9-27A-1: Purpose~~

~~9-27A-2: Definitions~~

~~9-27A-3: Modifying Regulations~~

~~9-27A-4: Permitted And Conditional Uses~~

~~9-27A-5: Grazing Management Plans~~

9-27A-1: PURPOSE:

~~To provide a multiple use/multiple functions zone which promotes local, state and federal coordination to restore, repair, redevelop and develop under Utah state code section 17-27a-102, which designates counties to provide for the health, safety, and welfare, and promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics for its present and future inhabitants and businesses, to protect the tax base, to secure economy and foster the county's agricultural and other industries and provide fairness in land use regulation, and to protect and enhance property values.~~

~~The purposes of providing a multiple use/multiple functions zone are to establish areas which are open and generally undeveloped lands where human habitation would be limited. The zone is designed to enhance and protect land and associated open space resources. The zone is established to encourage the use of land, where appropriate, for forest products, livestock grazing, agriculture, mining, wildlife habitat, and recreation. This zone is established to protect all valid private property rights and the continued use and full access to these rights. This zone is intended to promote the health, safety, convenience, order, prosperity and general welfare and economy of the inhabitants of Kane County, tourists and future generations. (Ord. 2014-6, 4-28-2014, eff. 5-13-2014)~~

9-27A-2: DEFINITIONS:

~~GRANDFATHERED USES: Grazing, mining, and mineral leasing uses and facilities that are allowed on the date of approval of FLPMA (October 21, 1976) or the designation~~

date for section 202 WSAs not reported to congress are grandfathered (i.e., allowed and permitted) as a preexisting use. As provided for in FLPMA section 603(c), these uses and facilities may continue in the same manner and degree as on that date, even if this impairs wilderness suitability. As described in FLPMA, grandfathered uses only include grazing, mining and mineral leases, and do not include other uses such as recreational activities.

Grandfathered uses may be acquired by a new operator, but cannot be transferred to a new location. The benchmark for the "manner and degree of an existing use is the physical and visual impact that use was having on the area on October 21, 1976".

MULTIPLE USE: In addition to other defining provisions in this chapter, the term "multiple use" means the management of the public lands and their various resource values so that they are utilized in the combination that will best meet the present and future needs of the residents of Kane County; making the most judicious use of the land for some or all of these resources or related services over areas large enough to provide sufficient latitude for periodic adjustments in use to conform to changing needs and conditions; the use of some land for less than all of the resources; a combination of balanced and diverse resource uses that takes into account the long term needs of future generations for renewable and nonrenewable resources, including, but not limited to, recreation, range, timber, minerals, watershed, wildlife and fish, and natural scenic, scientific and historical values; and harmonious and coordinated management of the various resources without permanent impairment of the productivity of the land and the quality of the environment with consideration being given to the relative values of the resources and not necessarily to the combination of uses that will give the greatest economic return or the greatest unit output. See section 103(c) of FLPMA, 43 USC section 1702(c), 1976.

VALID EXISTING RIGHTS: Existing rights are defined in section 701 of FLPMA as any "valid lease, permit, patent, right of way, or other land use right or authorization" and must be in existence at the time of designation. (BLM manual 6220-national monuments, national conservation areas, and similar designations.) (Ord. 2014-17, 9-22-2014)

9-27A-3: MODIFYING REGULATIONS:

—A.—No livestock grazing restrictions or amendments should change as stated by President Clinton's declaration in September 18, 1996: "Nothing in this proclamation shall be deemed to affect existing permits or leases for, or levels of, livestock grazing on Federal Lands within the monument...".

—B.—The Escalante region multiple use/multiple functions grazing zone ("Escalante region grazing zone") includes the following lands situated in the following townships, as outlined in Utah code section 63J-8-102, including any amendments thereto, if any: (Ord. 2014-17, 9-22-2014)

Township 38S Range 1W, Township 38S Range 2W, Township 38S Range 3W,
Township 38S Range 4W, Township 38S Range 1E, Township 38S Range 2E,
Township 38S Range 3E, Township 38S Range 4E, Township 38S Range 5E,

~~Township 38S Range 6E, Township 38S Range 7E, Township 38S Range 8E, Township 38S Range 9E, Township 39S Range 1W, Township 39S Range 2W, Township 39S Range 3W, Township 39S Range 4W, Township 39S Range 1E, Township 39S Range 2E, Township 39S Range 3E, Township 39S Range 4E, Township 39S Range 5E, Township 39S Range 6E, Township 39S Range 7E, Township 39S Range 8E, Township 39S Range 9E, Township 40S Range 1W, Township 40S Range 2W, Township 40S Range 3W, Township 40S Range 4W, Township 40S Range 4.5W, Township 40S Range 5W, Township 40S Range 1E, Township 40S Range 2E, Township 40S Range 3E, Township 40S Range 4E, Township 40S Range 5E, Township 40S Range 6E, Township 40S Range 7E, Township 40S Range 8E, Township 40S Range 9E, Township 40.5S Range 9E, Township 41S Range 1W, Township 41S Range 2W, Township 41S Range 3W, Township 41S Range 4W, Township 41S Range 4.5W, Township 41S Range 5W, Township 41S Range 1E, Township 41S Range 2E, Township 41S Range 3E, Township 41S Range 4E, Township 41S Range 5E, Township 41S Range 6E, Township 41S Range 7E, Township 41S Range 8E, Township 41S Range 9E, Township 42S Range 1W, Township 42S Range 2W, Township 42S Range 3W, Township 42S Range 4W, Township 42S Range 4.5W, Township 42S Range 5W, Township 42S Range 1E, Township 42S Range 2E, Township 42S Range 3E, Township 42S Range 4E, Township 42S Range 5E, Township 42S Range 6E, Township 42S Range 7E, Township 42S Range 8E, Township 42S Range 9E, Township 43S Range 1W, Township 43S Range 2W, Township 43S Range 3W, Township 43S Range 4W, Township 43S Range 4.5W, Township 43S Range 5W, Township 43S Range 1E, Township 43S Range 2E, Township 43S Range 3E, Township 43S Range 4E, Township 43S Range 5E, Township 43S Range 6E, Township 44S Range 1W, Township 44S Range 2W, Township 44S Range 3W, Township 44S Range 4W, Township 44S Range 4.5W, Township 44S Range 5W, Township 44S Range 1E, Township 44S Range 2E, Township 44S Range 3E, Township 44S Range 4E, and Township 44S Range 5E.~~

~~—C. The highest management priorities for lands within the Escalante region grazing zone are responsible management, enhancement, and restoration of historic sagebrush steppe landscapes and development of existing and future livestock grazing resources, in order to provide protection for resources, customs, culture, and values of Kane County.~~

~~—D. Responsible development of locatable, leasable, and sellable mineral resources in the Escalante region grazing zone. (Ord. 2014-6, 4-28-2014, eff. 5-13-2014)~~

~~—E. Responsible development of abundant recreation resources, including wildlife, roads, campgrounds, water resources, trails, OHV use, sightseeing, canyoneering, hunting, hiking and public safety in emergency search and rescue missions is compatible with livestock grazing activities in the Escalante region grazing zone. (Ord. 2014-17, 9-22-2014)~~

~~—F. Access for disabled persons needs to be a high priority as required by federal law. Persons with disabilities should not be discriminated against and should have the same opportunities to access these lands as an able bodied person. This includes, but is not~~

~~limited to, the elderly, retired and disabled veterans who have been severely restricted in their ability to access these lands since the restrictions for the Grand Staircase Escalante National Monument have been put into place. Examples of appropriate access for disabled persons may include, but are not limited to, OHV, vehicular, and wheelchair access to areas disabled persons may be incapable of hiking to, walking to, or otherwise accessing.~~

~~—G. Kane County supports efficient and responsible full restoration, repair, redevelopment and development within the Escalante region grazing zone, of:~~

~~—1. All permitted existing and future livestock grazing resources;~~

~~—2. Other uses compatible with livestock grazing; and~~

~~—3. Coordination management approach by federal agencies, the state of Utah, and local governments to achieve broadly supported management plans for the full development of resources and goals, within the Escalante region grazing zone.~~

~~—H. Federal agencies that administer land within the Escalante region grazing zone shall coordinate with Kane County to develop, amend, and implement land and resource management plans and implement management decisions that are consistent with the purposes, goals, policies, and provisions described in this chapter to the maximum extent allowed under federal law.~~

~~—I. The national environmental policy act, federal land policy and management act, national forest management act, etc., and their implementing regulations and policies contain reciprocal requirements concerning cooperation, consultation and coordination by federal agencies with state and local governments and such cooperation needs to be fully implemented by Kane County and the relevant federal agencies.~~

~~—J. Kane County is sustained by a small population whose livelihoods have maintained the vast openness and natural beauty of the land treasured by visitors. All sources of economic support must be maintained at their highest possible level in order to sustain the economic stability of the county. To ensure this, the board of commissioners and the planning commission have dedicated themselves to a coordinated land use planning effort, which can hold the federal management agencies to standards set by congress regarding continuation of multiple uses of the federal lands.~~

~~—K. The county recognizes that federal law mandates multiple uses of federally managed lands and the county positively supports multiple use. Maintenance of such multiple uses necessarily includes continued maintenance of the historic and traditional economic uses of federally managed and state managed lands in the county.~~

~~—L. Kane County has depended on the livestock grazing industry throughout its history to provide economic stability to the county; therefore, livestock grazing must be protected to ensure the health, welfare and safety of the citizens.~~

~~—M. The American legend of the "cowboy" is found throughout the Escalante region grazing zone and is part of the culture and history of Kane County's "western legends". This cultural legend is what brings the tourism and movie industries to the county, and~~

helps to fuel the local economy. With livestock grazing being pushed out of the county by federal policies, this cultural icon, so identifiable with the persona of Kane County, is becoming endangered.

~~—N. Kane County's ranching and livestock grazing are protected uses under this zone due to multiple generational use of the land. A loss of livestock grazing rights would impact family economics and dynamics that cannot be replaced.~~

~~—O. Kane County recognizes the impact and value of livestock grazing and the recreational use of our public lands. These should continue to provide Kane County residents, tourists and future generations the opportunity to enjoy this rich heritage. Our families depend on these uses of the federal lands to stay in the area and continue this long tradition of responsible use of the lands.~~

~~—P. Access rights of way and water rights have historically been critical to the early pioneers in the county and they remain critical today. In 1866, congress enacted laws to provide and protect access across federal lands for people reliant upon water to earn their livelihood. The act of July 26, 1866, revised statute 2477, provided: "The right of way for the construction of highways over public land, not reserved for public uses, is hereby granted". Kane County ranchers developed such rights of way in the forms of roads and trails, which continue to be used today. The federal lands policy and management act (FLPMA) of 1976 repealed the 1866 revised statute 2477, subject to valid existing rights. Section 8 of the act states: "Nothing in this act, or in any amendment made by this act, shall be construed as terminating any valid lease, permit, patent, right of way, or other land use right or authorization existing on the date of approval of this act". The Utah legislature passed a statute establishing a procedure by which counties could provide for recording of such rights of way established under the 1866 law, and recognized by FLPMA. Kane County's board of commissioners established such a procedure and Kane County residents have recorded their rights of way.~~

~~—Q. Early ranchers established water rights through the doctrine of prior appropriation. The earliest adjudicated rights in Kane County date back to the 1800s. Today, holders of water rights are still struggling to preserve their rights against encroachment. This zone protects water rights and uses for ranchers and grazers alike.~~

~~—R. Some of the customs and aspects of the culture of Kane County have never altered from their historic beginnings. Mining, ranching, farming, timber production, and wood products have been productive industries that have supported county's residents for generations. These activities continue today, except where federal encroachment has limited such activities. Federal agencies shall coordinate with Kane County to restore these historic uses and functions in the Escalante region grazing zone.~~

~~—S. The custom and culture of the county also include the determination of the people. Promoting harmony of man in his environment is a proper function of government and this zone. (Ord. 2014-6, 4-28-2014, eff. 5-13-2014)~~

~~—T. The BLM shall coordinate with Kane County for consistency with this article, the federal land policy and management act, and the Taylor grazing act (43 USC section~~

~~315 et seq., 1934, the act which created the agency that became known as the grazing service). The courts have recognized that the purpose of the act "is to stabilize the livestock industry and to permit the use of public range according to needs and qualifications of livestock operators with base holdings". See Chournos v. United States, 193 F.2d 321 (1951).~~

~~—U. Nothing in this article shall be construed as restricting the respective states from enforcing any and all statutes enacted for police regulation, nor shall the police power of the respective states be, by this article, impaired or restricted, and all laws heretofore enacted by the respective states or any amendments thereof, or that may hereafter be enacted as regards to public health or public welfare, shall at all times be in full force and effect; provided, however, that nothing in this section shall be construed as limiting or restricting the power and authority of the United States. 43 CFR 3155n. state police power not abridged (June 28, 1934, chapter 865, section 16, 48 statute 1275).~~

~~—V. The state of Utah shall continue to have the responsibility and authority to manage fish and wildlife, including regulation of hunting and fishing, on federal lands within the monument. See proclamation.~~

~~—W. Planned livestock grazing in this zone will be managed so as to maintain and enhance desired diverse plant communities for the benefit of watersheds, diverse wildlife populations, water quality, recreation and livestock grazing as required by the public rangelands improvement act of 1978, through effective principles of planning and management. All necessary grazing management improvements, including water development, juniper, pinyon pine and sagebrush control, reseeding, fencing, salting plans, herding plans, and grazing systems will be included in any allotment management plans, of the U.S. forest service, or related plans of the BLM. All decisions regarding improvements should be made on an allotment basis since they are integral with use of state leases, private leases, private lands, other allotments, and in overall operation of each ranch enterprise. All planning efforts for this zone will adhere to the careful and considered consultation, coordination and cooperation requirements established by federal statutes. See 43 USC sections 1701(a)(2), 1712(c)(9), and 1752(d).~~

~~—X. This zone shall comply with the Kane County general plan and the Kane County resource management plan provisions related to restoration and vegetation management including: juniper, pinyon pine and sagebrush control; fire management; livestock grazing; noxious weed control; water quality; riparian areas and wetlands; recreational use; wilderness; national wild and scenic river systems; threatened and endangered species; wildlife/wildlife habitat; area of critical environmental concern; water rights; land tenure; energy and mineral resources; cultural, geological and paleontological resources; rights-of-way; air quality; law enforcement/search and rescue. (Ord. 2014-17, 9-22-2014)~~

~~—Y. Search and rescue vehicles need access to areas where helicopter access is not possible in emergency situations. Attempting to obtain permission during a crisis to access areas prohibited by federal agencies in matters of life and death can endanger human life. This has caused considerable conflict between the Kane County search and rescue agencies and the federal government. Human safety will be given the highest~~

priority during the development of federal, state and local policies within this zone. As a part of the county's charge to protect the health, safety and welfare of the citizens, the county will continue to protect the citizens and visitors and expect the federal agencies to respect this charge by exempting the county from any procedures or closures which may impair the county's ability to respond to an emergency situation.

~~—Z.— Creation of the Grand Staircase Escalante National Monument supersedes wilderness study area designations within the monument. Therefore, wilderness study areas shall be managed as other nonwilderness areas within the monument.~~

~~At times certain areas may need to be designated as wilderness study areas; however, those areas will not be designated as wilderness study areas for longer than one year. Any lands not designated as wilderness within the one year period shall revert to its previous zone. Lands to be designated as wilderness must be zoned through the Kane County zoning process.~~

~~Current designated wilderness study areas shall terminate within one year of adoption of this article. (Ord. 2014-6, 4-28-2014, eff. 5-13-2014; amd. Ord. 2014-17, 9-22-2014)~~

~~9-27A-4: PERMITTED AND CONDITIONAL USES:~~

~~In addition to the desired uses specified herein, refer to chapter 5, "Agricultural Zone (AG)", of this title for a list of permitted or conditional uses as found in section [9-5-3](#), "Uses Table", of this title.~~

~~The uses in this zone shall be further governed by the Kane County resource management plan ("KCRMP") and the Kane County general plan ("KCGP"). These uses include, but are not limited to, the following: hunting, fishing, livestock grazing, mining and mineral exploration and extraction, recreation, wildlife habitat management, telecommunications, water resource use, protection and development of timber/woodland products, utility corridors, and county transportation and circulation roads and corridors.~~

~~As referenced in the vegetation section of the KCRMP, "the private use of timber products from federal and state lands in the county for posts, poles, woodcutting to provide fuel for those in the county needing fuel for winter heating and Christmas trees, etc., shall be continued as an allowable use". (Ord. 2014-17, 9-22-2014)~~

~~9-27A-5: GRAZING MANAGEMENT PLANS:~~

~~The following requirements shall be followed in all grazing management plans, for ranches and on allotments on federal lands and state trust lands. Every plan shall be based on and address how these requirements are to be followed and accommodated.~~

~~—A.— Adaptive Management: Every grazing management plan shall be based on and incorporate aspects of adaptive management, consisting of planning, implementation, monitoring and evaluation designed to allow flexibility in management, in response to changing conditions or objectives. Adaptive management portions of the plan shall be based on the application of science, professional expertise, and monitoring of results on the ground to allow for management adjustments as needed to reach objectives, namely sustainable grazing management.~~

~~—B. Monitoring: Every grazing management plan shall be based on and incorporate monitoring, in order to provide a factual basis for decisions as to whether management changes are needed or not. Monitoring shall include data for short term decision making (e.g., utilization, precipitation, actual use) and long term trends (e.g., plant species, ground cover). Monitoring shall follow established procedures and be done by qualified observers, preferably in a cooperative effort.~~

~~—C. Assessment Of Rangeland Health And Proper Functioning Condition: Every grazing management plan shall be based upon and incorporate point in time assessments of rangeland health and proper functioning, designed to identify problems of ecosystem function/conditions. Such assessments shall not be for monitoring, nor establishment of cause and effect, nor be the sole basis for decision making. Assessments shall only be completed by qualified people, with local experience, preferably in an interdisciplinary team.~~

~~—D. Utilization: Every grazing management plan shall be based and focused on utilization. Utilization is a measure of the percentage of the current year's forage that has been used by grazing animals. Utilization can only be measured after growth for the year is complete; use measured during the growing season is "seasonal utilization". Guidelines for "proper use" should not be used as strict objectives to be met each and every year but as averages to be met over a period of years. Proper use guidelines for utilization shall not be applied to "seasonal utilization".~~

~~—E. Flexibility In Grazing Management Plans: Every grazing management plan shall be based upon and provide for flexibility in management. Flexibility in grazing management plans shall allow ranchers to reasonably adjust grazing to accommodate changing conditions and unforeseen events. Weather is highly variable in both time and space on semiarid rangelands resulting in variability in plant growth, water availability and other factors. Planned pasture rotations and "on-off" dates shall be flexible to accommodate this variability.~~

~~—F. Water Developments And Fencing: Every grazing management plan shall provide for reasonable water development and fencing, which are the principal means of controlling the distribution and timing of livestock grazing. Construction and maintenance of water and fences shall not be discouraged by unreasonable restrictions on use of equipment or on access to perform these functions.~~

~~—G. Brush Control And Reseeding: Every grazing management plan shall allow and provide for brush control and reseeding, pursuant to accepted practices, where shrub increases, drought, or other factors have resulted in inadequate cover of herbaceous vegetation, to provide suitable soil protection, forage production, and/or wildlife habitat values. Desirable methods (including use of nonnative species) shall be decided on a case by case basis in consideration of effectiveness, cost, and environmental effects.~~

~~—H. Allotment Closures: Every grazing management plan shall address specific grounds for allotment closures. The plan shall only allow for allotment closures when there is well documented scientific evidence that grazing at a reasonable level cannot be sustained. Vacant or minimally stocked allotments, including "grass banks" have adverse economic impacts to the local economy and therefore shall be avoided.~~

~~—I. Coordinated Resource Management Plans (CRMP): Coordinated resource management plans are plans developed for a ranch unit, including all private and leased land, and signed by all landowners and other parties with pertinent regulatory or economic interests. Agencies responsible for developing grazing management plans, issuing, reviewing or maintaining grazing permits shall utilize CRMPs in the permit or leasing process, where reasonably suitable. (Ord. 2014-17, 9-22-2014)~~

//

SECTION 3. SEVERABILITY

If any provision of this ordinance is held invalid, the remaining provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE

Publication and Notice.

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

End of Ordinance.

ADOPTED this 24th day of March 2026.

Commissioner Brown voted: _____

Commissioner Meyeres voted: _____

Commissioner Kubeja voted: _____

COUNTY:

Kane County, a political subdivision of the State of Utah

By: _____

Gwen Brown
Chair, Kane County Commission

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 satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the chair of the Kane
County Commission and that said document was signed by him/her in behalf of said Corporation by
Authority of its Bylaws, or (Resolution of its Board of Directors), and also acknowledged to me that said
Corporation executed the same.

Witness my hand and official seal.

(Notary signature)

(Notary Seal)

Notary Printed Name _____

My Commission Expires _____

Residing in _____, County

ITEM # 5

**Kane County Ordinance No. O 2026-09 An Ordinance
Revising Kane County Land Use Ordinance Title 9
Chapter 7 Commercial Roof Heights and Amending
References from Utah Code Title 17, Chapter 27A to
Title 17, Chapter 79, Within Chapter 1 of the Kane
County Land Use Ordinance**

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: 3/24/2026

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2026-09

Public Hearing: No

Description: Ordinance 2026-09

An Ordinance revising Kane County Land Use Ordinance, Title 9, Chapter 7, Commercial Roof Heights and amending references to Utah Code Title 17, Chapter 27A to Title 17, Chapter 79, within chapter 1 of the Kane County Land Use Ordinance.

P&Z voted unanimously to recommend denial of the Chapter 7, Commercial Roof Heights section and recommended approval of the Chapter 1 amendment of the Utah Code references

Attachments: O-2026-09,

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

KANE COUNTY ORDINANCE NO. O 2026-09

**AN ORDINANCE REVISING KANE COUNTY LAND USE ORDINANCE
TITLE 9 CHAPTER 7 COMMERCIAL ROOF HEIGHTS AND AMENDING
REFERENCES FROM UTAH CODE TITLE 17, CHAPTER 27A TO TITLE 17,
CHAPTER 79, WITHIN CHAPTER 1 OF THE KANE COUNTY LAND USE
ORDINANCE**

WHEREAS, the Kane County Planning Commission recommended changes to Kane County Land Use Ordinance Chapter 7 Roof Heights 9-7A-4, 9-7B-4 and 9-7C-4; and

WHEREAS, the Utah State Legislature renumbered the County Land Use Development, and Management Act from Utah Code Title 17, Chapter 27a to Utah Code Title 17, Chapter 79, effective November 6, 2025; and

WHEREAS, the renumbering requires updates to statutory references throughout the Kane County Land Use Ordinance and associated applications and documents; and

WHEREAS, due to the comprehensive number of references to Utah Code Title 17, Chapter 27a, it is necessary to adopt a uniform interpretive provision to ensure continuity and accuracy in statutory citations; and

WHEREAS, it is the intent of this Ordinance to maintain consistency with current Utah law and to ensure that all statutory references remain valid and enforceable notwithstanding the renumbering by the Utah State Legislature; and

WHEREAS, the Kane County Board of Commissioners desires to implement the recommendations of the Planning Commission and amend the Kane County Land Use Ordinance with additional changes and other modifications; and

WHEREAS, the Kane County Commission desires to stay in compliance with Utah State Code regulations in particular with Utah Code §17-79-1-10; and

WHEREAS, the authority for this ordinance is found in Utah Code §17-79-101 et. al., and §17-79-201 & 205; and

WHEREAS, any reference within the Kane County Land Use Ordinance, related applications, forms, resolutions, permits, or other official county land use documents to “Utah Code Title 17, Chapter 27a” shall be deemed and construed to refer to “Utah Code Title 17, Chapter 79, Parts 1 through 10,” whether or not such reference has been specifically amended within the text.

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

Section 1. Ordinance Amendment.

Kane County Code Title 9 Chapter 1 General Provisions, Article 3 Intent and Purpose and Chapter 7 Roof Height Regulations is amended to read as follows and Additions to the Ordinance are indicated with an underline, and deletions from the ordinance are indicated with a strike-through. Instructions to the codifiers are italicized and inside parenthesis.

//

9-7A-4: HEIGHT REGULATIONS:

No building or structure shall be erected to a height greater than thirty-five feet (35'), unless otherwise approved through a conditional use permit. (Ord. O-2022-42, 7-26-2022)

9-7B-4: HEIGHT REGULATIONS:

No building or structure shall be erected to a height greater than thirty-five feet (35'), unless otherwise approved through a conditional use permit. (Ord. O-2022-42, 7-26-2022)

9-7C-4: HEIGHT REGULATIONS:

No building or structure shall be erected to a height greater than forty-five feet (45'), unless otherwise approved by the planning commission through a Conditional Use Permit. (Ord. O-2022-42, 7-26-2022)

Kanab City Ordinance: Section 20-4 Height Regulations No building shall be erected to a height greater than forty-five (45) feet, nor lower than twelve (12) feet, except that a building may be erected to a height of forty-eight (48) feet if the additional top three (3) feet is a parapet wall. Must also follow guidelines in Section Page - 2 - of 13 Adopted January 22, 2008; Amended May 13, 2025 Kanab Land Use Ordinance Chapter 20 – Commercial Zones 20-9.

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9-1-3: INTENT AND PURPOSE:

It is the intent and purpose of the board of county commissioners of Kane County, state of Utah, to avail itself of the powers granted under Utah state code section ~~17-27a-101~~ 17-79 101 et al., the county land use, development, and management act (CLUDMA), as amended, only in a manner that will promote the health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of Kane County as seems appropriate in a rural setting, to this end. Any reference within the Kane County Land Use Ordinance, related applications, forms, resolutions, permits, or other official county land use documents to “Utah Code Title 17, Chapter 27a” shall be deemed and construed to refer to “Utah Code Title 17, Chapter 79, Parts 1 through 10,” whether or not such reference has been specifically amended within the text.

Section 2. Severability.

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

Section 3. Effective Date

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

Section 4. Publication and Notice.

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

End of Ordinance.

ADOPTED this 24th day of March 2026.

Commissioner Brown voted: _____

Commissioner Meyeres voted: _____

Commissioner Kubeja voted: _____

COUNTY:

Kane County, a political subdivision of the State of Utah

By: _____

Gwen Brown

Chair, Kane County Commission

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
Name of document signer
the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the
chair of the Kane County Commission and that said document was signed by him/her in behalf
of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and
also acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

(Notary signature)

(Notary Seal)

Notary Printed Name _____

My Commission Expires _____

Residing in _____, County

ITEM # 6

Action on Rural County Grant Funds Recommended by
the Kane County Economic Opportunity Board

A. Farmers Markets-\$10,000

B. Kane County Downtown Façade, Tenant
Improvements, Sign, & Beautification Grant
Program-\$75,000

From: Kanab Create (dba Ron's Fresh Baked) - Ron Thomas:

West Winds Ranch - Dave Jones:

Kanab Honey - Alan Seilhammer:

1027 S Hillside Drive, Kanab

860-942-7902

Alan.seilhammer@gmail.com

To: Kane County Economic Opportunity Advisory Board - KCEOAB

Date: February 10, 2026

Funding Request: We are seeking \$10,000 in the first quarter of 2026 to assist with the operation and marketing of 5 individual markets in Kanab, Duck Creek and Orderville.

History: Outdoor markets have played a significant role in showcasing locally produced and sourced Produce, Baked Goods, diverse Food-stuffs, Health & Beauty products, Arts and Crafts. The Markets enhance the attractiveness of our region for the experience of thousands of tourists.

Prior to 2025, there were three markets. (Kanab & Duck Creek) that were weakly attended due to a lack of marketing which reciprocated in few Vendors participating. With a \$5,000 Grant from KCEOAB provided the first Quarter of 2025, a large marketing campaign resulted in conjunction with enhanced organizational effort. The three original 2025 markets became 4 with the addition of Orderville. Each market experienced a dramatic expansion of tourist involvement which motivated an expansion of Vendors with regular participation.

Alan Seilhammer, Ron Thomas & Dave Jones are acting as marketing and organizing coordinators in support of what will be 5 Outdoor markets.

Current:

Kanab: Wednesday Evening Market; Weekly from April 1st to October 15th.

Time: 5:00 – 8:00pm; Front Lawn of the Kanab Center.

Expanded from 6 Vendors in 2024 to 20 - 25 Vendors weekly in 2025.

Market Organizer: Victoria Xiong

Kanab: Friday Morning Market; Weekly throughout the year.

Time: 9:00 – Noon, Parking Lot of Iron Horse Restaurant.

Expanded from 5 Vendors in 2024 to 10 - 15 Vendors weekly in 2025.

Market Organizer: Steve & Tracy Kvamme

Kanab: Saturday Market; Weekly from April 1st to October 15th.

Time: 10:00 – 2:00pm; Front Lawn of the Kanab Center.

This is a NEW market starting in 2026. Organizer suggests there will be 30 to 40 vendors each week. Market Organizer: Danielle Kloepfer

Duck Creek Village: Saturday weekly from Memorial Day Weekend to

September 30th. Time: 10:00 – 2:00pm. Held on a privately owned lot in the center of the Village. Market Organizer: Katy Farney.

Expanded from 10-15 Vendors in 2024 to 15 - 25 Vendors weekly in 2025.

Orderville: Monday Evening Market; Weekly from May 1st to September 30th.

Time: 5:00 – 8:00pm, Community Park next to Town Office Building.

New Market started in 2025. 10 - 15 Vendors weekly in 2025.

Market Organizer: Ashlee Esplin

2026 Effort:

The \$5,000 Grant provided in 2025 for the then existing four markets resulted in a dramatic increase in tourist visitation which, in turn, motivated greater participation and diversity of vendors.

The 2025 \$5,000 Grant was utilized judiciously to have the best possible marketing effect. From that effort, much was learned on how to ever-more accurately proceed with effective marketing.

The most important aspect of the 2026 \$10,000 Grant request is to appreciate it directly effects the business success of 60 to 80 small businesses across the 5 markets.

Marketing Activities:

1. Newspaper Print ads (all): \$1,500
2. Boosted social Media Posts and Ads (all): \$3,000
3. Signage (all): \$1,000
4. Posters & Banners (all): \$500
5. Portable Toilet (Duck Creek): \$1,000
6. Games & Prizes (all): \$1,000
7. Musical Entertainment (Duck Creek & Kanab): \$2,000

Proposal to the Kane County Commission

From: Kane County Economic Opportunity Board

Subject: Funding Request Kane County Downtown Façade, Tenant Improvement, Sign, & Beautification Grant Program

Amount Requested: \$75,000 from the Rural County Grant Fund

The Kane County Economic Opportunity Board respectfully requests \$75,000 from the Rural County Grant Fund to establish the Kane County Downtown Façade, Tenant Improvement, Sign, and Beautification Grant Program. This program is designed to encourage private investment in the improvement of commercial properties, enhance the visual appeal of our downtown districts, and support small business growth across Kane County.

Downtown areas in communities such as Kanab, Orderville, Glendale, Big Water, and Duck Creek Village serve as important economic and community centers. As tourism and visitation continue to grow throughout Southern Utah, maintaining attractive and vibrant business districts is important for supporting local businesses and strengthening the visitor experience.

The proposed grant program would provide matching funds to property owners and business tenants for eligible improvements enhancing storefront appearance, signage, and overall downtown aesthetics. The program would be structured as follows:

- Façade & Tenant Improvement Grants: 50/50 match, up to \$7,500 per project for exterior façade upgrades, storefront improvements, and tenant space enhancements.
- Sign Grants: 50/50 match, up to \$2,500 per project for new or improved business signage that enhances visibility and design quality.
- Beautification Grants: 50/50 match, up to \$1,000 per project for landscaping, planters, lighting, and other aesthetic improvements that contribute to downtown vibrancy.

By requiring a 50/50 match, this program will leverage private investment and significantly multiply the economic impact of county funds. With \$75,000 in Rural County Grant funding, the program is expected to generate well over \$150,000 in total improvement projects across Kane County.

This initiative will help small businesses reinvest in their properties, improve the overall appearance of our communities, and support long-term economic vitality. Well-maintained and attractive commercial districts not only benefit local residents but also strengthen Kane County's reputation as a welcoming destination for visitors traveling throughout the region.

The Kane County Economic Opportunity Board appreciates the Commission's continued commitment to supporting local businesses and community revitalization. We respectfully

request your consideration and approval of this funding to launch the Kane County Downtown Façade, Tenant Improvement, Sign, and Beautification Grant Program.

Respectfully submitted,

Kane County Economic Opportunity Board

What is the Downtown Façade, Sign, & Beautification Grant Program?

Applications are now open and will continue to be accepted throughout the year, or until the fiscal year's funding is exhausted.

The Downtown Façade/Tenant Improvement, Sign, & Beautification Grant Program is an initiative supported by the Governor's Office of Economic Opportunity through the Rural County Grant Program. Administered by the Kane County Economic Opportunity Advisory Board and Center for Education, Business, and the Arts; this program provides grants to business and property owners for the rehabilitation, revitalization, and beautification of buildings and signage. To qualify, businesses must be within the designated "Main Street" project area, in Kane County. The program's goal is to stimulate local commerce by preserving and enhancing the character of historic downtown districts.

Through the Kane County Rural County Grant, we are offering financial support to designated downtown areas in Kane County for Façade/Tenant Improvements, Sign Projects, and Beautification efforts.

- **Façade & Tenant Grants: 50/50 match, up to \$7,500**
- **Sign Grants: 50/50 match, up to \$2,500**
- **Beautification Grants: 50/50 match, up to \$1000**

Selected applicants will work with the Kane County Economic Opportunity Board to complete approved improvements that enhance downtown businesses and contribute to the vitality of the community.

Downtown Façade/ Tenant Improvement Through the Kane County Rural County Grant, financial support is available for designated downtown areas in Kane County to assist with Façade/Tenant Improvement projects.

Building and business owners can apply for approval through a formal application process. Once approved, selected applicants will work with Kane County Economic Opportunity Board to update and renovate the façades of buildings.

The program offers a 50/50 funding match from the owner, with a maximum grant amount of \$7,500, helping to revitalize the appearance of downtown properties while preserving their historic charm.

Project Completion Deadline: 5.31.2027

Sign Grant:

Through the Kane County Rural County Grant, financial support is available for Sign Improvement projects in designated downtown areas of Kane County. Business and property owners can apply for approval through a formal application process.

Those selected will work with the Kane County Economic Board to update or install new signage for their businesses.

The program offers a 50/50 funding match from the owner, up to a maximum of \$2,500, helping to enhance the visibility and appeal of businesses while maintaining the aesthetic integrity of the historic downtown district.

Project Completion Deadline: 5.31.2027

Beautification Grant:

Through the Kane County Rural County Grant, financial support is available for Beautification Projects in designated downtown areas of Kane County. Business and property owners can apply for approval through a simple application process. Selected applicants will work with the Kane County Economic Opportunity Board to complete small-scale improvements which enhance the charm and curb appeal of their properties.

The program provides a 50/50 funding match from the owner, up to a maximum of \$1000, helping to create a more inviting and attractive downtown experience for residents and visitors while supporting community pride. Projects may include planters, flower boxes, or hanging baskets; decorative lighting; landscaping such as shrubs, perennials, or mulch; benches or seating areas; fresh paint for doors, trim, or entryways; public art like murals or painted utility boxes; small façade details such as awnings or shutters; beautified wayfinding markers; and other enhancements that bring color, character, and vitality to downtown spaces.

Project Completion Deadline: 5.31.2027

ITEM # 7

Discuss/Vote on State of Utah School, School and
Institutional Trust Lands Administration Certificate of
Sale No. 27339

**STATE OF UTAH SCHOOL
SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION
CERTIFICATE OF SALE NO. 27339**

Fund: Schools

This Certificate of Sale No. 27339 (this “Certificate”), dated _____ (the “Certificate Date”), is between the School and Institutional Trust Lands Administration, on behalf of the State of Utah as trustee for the trust land beneficiaries (“SITLA”), with an address at 102 South 200 East #600, Salt Lake City, Utah 84111 and Kane County, a body politic of the State of Utah, with an address of 76 N. Main, Kanab, Utah 84741 (“Purchaser”).

RECITALS

- A. SITLA manages lands held in trust by the State of Utah for the benefit of certain named beneficiaries (“Trust Lands”), pursuant to Sections 6, 8, 10, and 12 of the Utah Enabling Act, Article XX, Section 2 of the Utah State Constitution, and Title 53C of the Utah Code.
- B. SITLA has agreed to sell and Purchaser has agreed to purchase Trust Lands located in Kane County, Utah (the “Property”), as the Property is more particularly described on *Exhibit A*.
- C. SITLA is selling the Property as a negotiated sale pursuant to Utah Administrative Rule R850-80-620.

The parties agree as follows:

1. **DEFINITIONS**

- 1.1. “Affiliate” means any entity that is a subsidiary of Purchaser, a parent of Purchaser, a subsidiary of any parent of Purchaser, or any other entity under common control with Purchaser. In this case, “control” means the power to vote or control at least 50% of the voting shares of any class of stock or other interests in the entity.
- 1.2. “Applicable Environmental Law” means: (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j-26, as such Acts have been or are hereafter amended; (b) any so called Superfund or Superlien law; and (c) any other federal, state and local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or any time hereafter in effect
- 1.3. “Applicable Laws” means Applicable Environmental Law and any other federal, state, or local statute, regulation, ordinance, rule, order, or judicial decree applicable to this Certificate, the Property, or Purchaser’s activities under this Certificate, as now or any time hereafter in effect.
- 1.4. “Certificate” is defined in the introductory paragraph.
- 1.5. “Certificate Date” is defined in the introductory paragraph.

- 1.6. **“Claims”** means claims, demands, causes of action, proceedings, debts, liens, obligations, liabilities, damages, Losses, judgments, orders, penalties, fines, settlements, costs, and expenses (including attorneys’ fees and related costs).
- 1.7. **“Governmental Authority”** means federal, state, or local government, agencies or other authority having jurisdiction over this Certificate, the Property, and the Purchaser.
- 1.8. **“Gross Value”** means the actual compensation received by Purchaser or an Affiliate under an arm’s length transaction, on the basis of U.S. Dollars, including all payments, bonuses and allowances received, plus the value of all services, payments-in-kind and all other compensation whether monetary or non-monetary, received by Purchaser from the buyer or from other parties for the sale or disposal of the Sand and Gravel, without any deductions whatsoever.
- 1.9. **“Hazardous Substance”** means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Utah, or the United States Government, including, without limitation: (i) any substance, chemical or waste that is or may be listed or defined as hazardous, toxic or dangerous under Applicable Environmental Law; (ii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state, or local Governmental Authority pursuant to Applicable Laws and which could pose a hazard to the health and safety of occupants or users of the Property or any part of the Property, any adjoining property or cause damage to the environment; (iii) any petroleum products; (iv) PCB’s; (v) leaded paint; and (vi) asbestos.
- 1.10. **“Indemnified Parties”** means the State of Utah, its affiliates, agencies, directors, officers, trustees, employees, agents, consultants, advisors, and other representatives, and their heirs, executors, successors, and assignees.
- 1.11. **“Litigation Expense”** means any reasonable out-of-pocket expense incurred in defending a Third-Party Claim or in any related investigation or negotiation, including court-filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements.
- 1.12. **“Losses”** means any amount awarded in, or paid in settlement of, any Third-Party Claim.
- 1.13. **“Notices”** is defined in Section 7 (*Notices*).
- 1.14. **“Patent”** is defined in Section 2.1 (*Purchase and Sale of Property*).
- 1.15. **“Purchase Price”** is defined in Section 2.1 (*Purchase and Sale of Property*).
- 1.16. **“Purchaser”** is defined in the introductory paragraph.
- 1.17. **“Royalty Report”** is defined in Section 2.3(c) (*Royalty Payment*).
- 1.18. **“Sand and Gravel”** means common varieties of sand and gravel and volcanic cinder located on the Property.
- 1.19. **“Sand and Gravel Royalty”** is defined in Section 2.3(b) (*Sand and Gravel Royalty*).
- 1.20. **“SITLA”** is defined in the introductory paragraph.

1.21. **“Third-Party Claim”** means any Claims brought or threatened by or on behalf of a non-party to this Agreement.

1.22. **“Trust lands”** is defined in the Recitals.

2. **PURCHASE AND SALE OF PROPERTY**

2.1. **Purchase and Sale of Property.** SITLA shall sell and Purchaser shall purchase the Property, subject to Sections 2.2 (*Reservations*), 2.4 (*Valid Existing Rights*), and 2.3 (*Sand and Gravel Royalty*), by patent issued by the State of Utah (the **“Patent”**) for \$27,825.42 (the **“Purchase Price”**).

2.2. **General Reservations.** SITLA reserves to the State, for the benefit of the trust land beneficiaries:

- (a) all coal, oil, gas, and other hydrocarbons, all geothermal resources of every nature and every kind, and all other mineral deposits located in or on the Property, along with the right to reasonably access and use the Property to explore for, develop, and extract those mineral deposits;
- (b) all subsurface resources of every nature and every kind, whether known or unknown as of the Certificate Date, that are not necessary for the use and enjoyment of the surface of the Property and the right to reasonably access and use the Property to explore for, develop, and use such subsurface resources;
- (c) all sub-surface void and pore spaces in the Property whether naturally existing or created upon the removal of coal, oil and gas and other mineral deposits, and the right to reasonably access and use the Property and to use those sub-surface void and pore spaces for any purpose;
- (d) all appurtenant water rights; and
- (e) an access and utility easement across the Property as may be necessary and reasonable to access other lands administered now or in the future by the School and Institutional Trust Lands Administration.

2.3. **Reservation of Sand and Gravel Royalty.**

- (a) **Notice of Removal.** Purchaser shall give SITLA Notice prior to removing Sand and Gravel from the Property.
- (b) **Sand and Gravel Royalty.** Purchaser shall pay SITLA 10% of the Gross Value, f.o.b. the mine, of the Sand and Gravel (the **“Sand and Gravel Royalty”**) removed from the Property. If Purchaser sells or removes the Sand and Gravel from the Property in a non-arm’s-length transaction or for its own use, Purchaser shall promptly give Notice to SITLA of such use or sale. SITLA may then determine and assign a Gross Value to the Sand and Gravel for royalty purposes after taking into account spot market prices, the value of similar or like Sand and Gravel reported by other Trust Lands lessees, the value of like mineral commodities as reported by the United States Geological Survey, and other pertinent economic data regarding the fair market value of the Sand and Gravel, f.o.b. the mine. For clarity, Purchaser does not owe SITLA the Sand and Gravel Royalty on Sand and Gravel used by Purchaser on the Property.

- (c) **Royalty Payment.** For all Sand and Gravel removed from the Property during a particular month, Purchaser shall pay the Sand and Gravel Royalty to SITLA on or before the end of the next succeeding month. SITLA may impose late fees and penalties for delinquent royalties in accordance with Utah Administrative Code R850-5-300. Purchaser shall include with each payment of the Sand and Gravel Royalty a report (a “**Royalty Report**”) in a form approved by SITLA setting forth the basis on which the payments were computed. The Royalty Report must include the amount of Sand and Gravel removed from the Property, the Sand and Gravel Royalty accruing to SITLA, and any other information reasonably required by SITLA to verify production and disposition of the Sand and Gravel and the amount of the Sand and Gravel Royalty accruing to SITLA.
 - (d) **Audit.** SITLA may reasonably inspect Purchaser’s books and records to confirm the accuracy of the Royalty Report by giving Notice to Purchaser within seven years of any one Royalty Report.
 - (e) **Notice of Sale.** Purchaser shall give SITLA Notice of any sale of any or all of the Property or the Sand and Gravel (if severed from the Property) including the date of the sale, the interests transferred, and the name and contact information of the transferee.
- 2.4. **Valid Existing Rights.** Purchaser takes the Property subject to all valid, existing rights including without limitation those encumbrances listed on *Exhibit B*, and any other encumbrance in existence as of the Certificate Date.
- 2.5. **Payment of Funds.** All payments must be made by certified check or by wire transfer of immediately available United States Dollars and made payable to SITLA, as appropriate.
- 2.6. **Purchaser Responsible for Taxes.** Purchaser acknowledges that the Property has not been subject to taxes during the period it was held by the State of Utah, but that such Property may be subject to general and special real estate and other ad valorem taxes and assessments, including Farmland Assessment (Greenbelt) rollback taxes, and charges for utilities, and other charges. Purchaser is responsible to pay any taxes or other charges assessed against the Property.
3. **INSPECTION; DISCLAIMER OF WARRANTIES; RELEASE**
- 3.1. **Inspection.** Purchaser has had the opportunity to inspect the Property to determine its condition and suitability for Purchaser’s intended purposes, and for the presence or absence of any Hazardous Substances or hazardous conditions. Purchaser has not relied on any disclosures or information from SITLA, its agent, employees, directors, officers or other representatives and acknowledges that such information may be inaccurate. Purchaser acquires the Property in an “As-Is” condition with all faults and defects, including latent and patent defects.
- 3.2. **Disclaimer of Warranties.** SITLA disclaims all warranties of title and any representations made by SITLA or its agents, employees, directors, officers or other representatives as to zoning, legal or physical access, location or availability of utilities, soil conditions, floodplains and watercourses, the presence or absence of any Hazardous Substances or hazardous conditions, or other physical or legal attributes of the Property or Purchaser’s ability to obtain approvals for Purchaser’s development of the Property, or the physical conditions of the Property. **SITLA HEREBY DISCLAIMS ANY AND ALL WARRANTIES WHATSOEVER WITH RESPECT TO THE PROPERTY IT IS CONVEYING.** Purchaser assumes the risk that adverse past, present, or future physical characteristics and conditions of the Property have not been revealed by inspection or investigation.

- 3.3. **Release and Waiver of Claims.** Purchaser hereby irrevocably and unconditionally releases the Indemnified Parties from all Claims (and waives all Claims), whether known or unknown, existing now or in the future, arising from, based upon, or related to, whether directly or indirectly: (a) any existing or future condition, defect, matter, or thing in, on, or about the Property or any equipment or appurtenance; (b) any existence of Hazardous Substances located in, on, or about the Property; (c) any unintended cause, including accidents, in, on, or about the Property; or (d) any act, omission, or negligence of any of the Indemnified Parties or of any other person or entity, including the Indemnified Parties, except to the extent caused by the gross negligence, willful misconduct, or bad faith of the Indemnified Parties.

4. **CONVEYANCE OF TITLE**

- 4.1. **Payment to SITLA.** On or before execution of this Certificate, Purchaser shall pay to SITLA the Purchase Price.

- 4.2. **Patent.** On payment in full of the Purchase Price and compliance with all other terms of this Certificate, SITLA shall request the Governor of the State of Utah to issue a Patent to Purchaser for the Property, containing the reservations and exceptions set forth in Section 2 (*Purchase and Sale of Property*). Title does not transfer to Purchaser until issuance of the Patent; nevertheless, on Purchaser's payment of the Purchase Price, the State of Utah is obligated to issue the Patent and its issuance is an administrative step only.

- 4.3. **Possession.** As of the date that Purchaser pays the Purchase Price in full, Purchaser may enter and possess the Property and will bear the risk of title and loss, destruction, and expenses of the Property.

5. **PURCHASER'S REPRESENTATIONS**

- 5.1. **Representations.** Purchaser hereby represents to SITLA that:

- (a) it is an entity in good standing and licensed to do business in Utah;
- (b) it has all necessary corporate and governmental authorizations to purchase the Property and execute this Certificate;
- (c) Purchaser is not liable to pay any broker's or finder's fees with respect to its acquisition of the Property; and
- (d) there are no judgments, actions, decrees or other legal restraints or causes of action that would prevent Purchaser from acquiring the Property.

6. **INDEMNIFICATION AND DEFENSE**

- 6.1. **Indemnification.** The Indemnified Parties have no responsibility for and Purchaser shall indemnify the Indemnified Parties from and against all Losses arising out of:

- (a) Purchaser's acts or omissions resulting in death, bodily injury, or damage to real property; or
- (b) any use, generation, storage, disposal, release or threatened release of Hazardous Substances on the Property at any time before or after issuance of this Certificate,

including without limitation (i) all foreseeable and unforeseeable consequential damages, and (ii) the cost of any investigation, repair, cleanup, remediation or detoxification of the Property and other affected property and the preparations of any corrective action, closure or other required plans or reports.

- (c) Purchaser is not responsible to indemnify the Indemnified Parties to the extent that the Indemnified Party caused the Losses.

6.2. Defense.

- (a) Purchaser to Defend. The Purchaser shall defend the Indemnified Parties against any Third-Party Claim. To be entitled to defense from Purchaser, an Indemnified Party must notify Purchaser within a reasonable time of a Third-Party Claim and deliver to Purchaser a copy of all documents and information related to the Third-Party Claim. The Indemnified Parties' failure to notify Purchaser of a Third-Party Claim within a reasonable time does not relieve Purchaser of its defense obligations unless Purchaser is materially prejudiced by the Indemnified Party's failure to give reasonable notice.
- (b) Independent Counsel. On notice of a Third-Party Claim from an Indemnified Party, Purchaser shall promptly retain independent legal counsel that is reasonably acceptable to the Indemnified Party requesting defense.
- (c) Indemnified Party's Participation in Defense. An Indemnified Party is entitled to participate in the defense of a Third-Party Claim with counsel of its own choosing and without Purchaser's participation if: (i) Purchaser notifies the Indemnified Party that it does not wish to defend the Third-Party Claim or does not promptly retain independent counsel on notice of a Third-Party Claim; or (ii) representation of the Indemnified Party and Purchaser by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.
- (d) Litigation Expenses. Purchaser shall pay any Litigation Expenses that an Indemnified Party incurs in connection with defense of a Third-Party Claim before Purchaser assumes the defense of that Third-Party Claim, except with respect to any period during which the Indemnified Party fails to timely notify Purchaser of that Third-Party Claim. Purchaser is not liable for any Litigation Expenses that an Indemnified Party incurs in connection with defense of a Third-Party Claim after Purchaser assumes the defense of that Third-Party Claim. Purchaser shall promptly pay all Litigation Expenses as they are incurred.
- (e) Settlement. After Purchaser assumes the defense of a Third-Party Claim, Purchaser may contest, pay, or settle the Third-Party Claim without the consent of the Indemnified Party only if that settlement (i) does not entail any admission on the part of the Indemnified Party that it violated any law or infringed the rights of any person, (ii) has no effect on any other claim against the Indemnified Party, (iii) provides as the claimant's sole relief monetary damages that are paid in full by Purchaser, and (iv) requires that the claimant release the Indemnified Party from all liability alleged in the Third-Party Claim.

7. NOTICES

- 7.1. Notices. The parties shall give all notices, consents, and other communications ("Notices") under this Certificate in writing and addressed as follows:

To SITLA:

Utah School and Institutional Trust Lands Administration
102 South 200 East, #600
Salt Lake City, Utah 84111
Attention: Director

To Purchaser:

Kane County
76 N. Main
Kanab, Utah 84741
Attention:

7.2. **Method of Notification.** Notices must be given by (a) established express delivery service that maintains delivery records, (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of the recipient's failure to provide a reasonable means for accomplishing delivery.

8. MISCELLANEOUS

8.1. **Assignment.** Purchaser may not assign this Certificate without prior consent of SITLA and only after Purchaser provides SITLA a writing in which the assignor assumes all obligations and liabilities of Purchaser under this Certificate. An assignment made without SITLA's prior consent is void. An assignment does not relieve Purchaser from its obligations and liability under this Certificate and SITLA may continue to look to Purchaser to fulfill all obligations under this Certificate, including those that survive termination of this Certificate or issuance of the Patent.

8.2. **No Merger.** This Certificate does not merge with the Patent.

8.3. **Survival.** Sections 2.2 (General Reservations), 2.3 (Reservation of Sand and Gravel Royalty), 2.5 (Payment of Funds), 2.6 (Purchaser Responsible for Taxes), 3 (Inspection; Disclaim of Warranties), 5 (Purchaser's Representations), 6 (Indemnification and Defense), 7 (Notices), 8.2 (No Merger), 8.6 (Governing Law), 8.12 (No Waiver of Governmental Immunity) survive termination of this Certificate and issuance of the Patent.

8.4. **Entire Agreement.** This Certificate and attachments constitute the entire agreement between the parties with respect to the subject matter of this Certificate. The parties may only amend this Certificate in a subsequent writing executed by both parties.

8.5. **Waivers.** A waiver of any provision of this Certificate does not constitute a waiver of any other provision, whether or not similar, and does not constitute a continuing waiver. Except as expressly provided in this Certificate, a waiver is not binding unless it is documented in a writing signed by both parties.

8.6. **Governing Law.** This Certificate is governed by the laws of the State of Utah, without regard to its choice or conflicts of laws principles. The parties may only bring an action arising out of this Certificate or the Patent in the Third Judicial District Court, Salt Lake County, Utah and both parties submit to the exclusive jurisdiction of that court.

8.7. **Captions.** The captions in this Certificate are for convenience only and have no legal effect.

- 8.8. **Applicability.** If any term of this Certificate or the application of it to any person, entity or circumstance is deemed invalid and unenforceable by a court with jurisdiction, the remainder of this Certificate or the application of such term to persons or circumstances other than to those that are determined invalid or unenforceable continue and are enforceable to the extent permitted by law.
- 8.9. **Authority.** The individuals executing this Certificate represent that they are authorized to sign on behalf of the respective parties.
- 8.10. **Numbering of Days.** If the last day of any time period stated in this Certificates falls on a Saturday, Sunday or federal or Utah legal holiday, then such time period will be extended to the next succeeding day that is not a Saturday, Sunday or a federal or Utah legal holiday.
- 8.11. **Allocation of Professional Fees.** The parties are responsible for their own legal and professional fees related to preparation of this Certificate and issuance of the Patent.
- 8.12. **No Waiver of Governmental Immunity.** Nothing in this Certificate constitutes a waiver of SITLA's governmental immunity from suit.
- 8.13. **Counterparts and E-Signatures.** The parties may execute this Certificate in counterparts, each of which when taken together will be deemed one and the same document. The parties may execute this Certificate by exchange of electronic signatures and such electronic signatures are enforceable against the signing party. The parties agree that an electronic version of this Certificate, as amended, has the same legal effect and/or enforceability as a paper version as per Utah Code Ann. § 46-4-201.

[Remainder of page intentionally left blank]

The parties execute this Certificate as of the Certificate Date.

**STATE OF UTAH,
SCHOOL AND INSTITUTIONAL TRUST
LANDS ADMINISTRATION**

By: _____

Its: _____

Approved as to form:
Derek Brown, Attorney General

By: _____
Special Assistant Attorney General

**KANE COUNTY, A BODY POLITIC OF
THE STATE OF UTAH**

By: _____

Its: _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

The Property is located in Kane County, Utah and described as follows:

BEGINNING at the East 1/4 Corner of Section 2, Township 43 South, Range 1 East, Salt Lake Base and Meridian, and running; thence, along the East Section Line, South 00° 50' 18" West 703.24 feet, to the south right-of-way of Arrowhead Avenue; thence South 88° 47' 49" East 74.89 feet; thence North 01° 53' 41" East 528.59 feet, to the beginning of a curve; thence, along the curve to the left, 494.43 feet, having a radius of 1320.00 feet, a central angle of 21° 27' 40" and whose long chord bears North 09° 03' 13" West 491.54 feet, to said section line; thence, along said line, South 00° 52' 25" West 309.01 feet, to the POINT OF BEGINNING; containing 1.61 acres (more or less).

EXHIBIT B
EXISTING ENCUMBRANCES

The following is a list of encumbrances discovered in SITLA's files. SITLA disclaims all representations that it made a full search of its records or that its records or this list are complete or accurate.

NONE

ITEM # 8

Discuss/Vote on Alton High Fence Committee
Agreement

FENCE AGREEMENT

Kane County, Utah & Alton High Fence Committee

This Agreement is made on _____, 2026, between Kane County, Utah (“County”) and the Alton High Fence Committee (“Committee”).

1. Permission

Kane County allows the Committee to build a high fence along the boundary of the County’s right-of-way along Alton Road.

2. Location

The fence must be placed along the edge of the County right-of-way and must not interfere with the road, drainage, utilities, or County operations.

3. Maintenance

The Committee is fully responsible for all construction, maintenance, repair, and replacement of the fence at its own expense.

4. Liability

The Committee is responsible for any damage or injury caused by the fence and agrees to hold Kane County harmless from any related claims.

To the fullest extent permitted by law, [the Committee] agrees to release, waive, and hold harmless Kane County, its elected officials, employees, and agents from any claims, damages, injuries, or liabilities arising from or related to the fence, and/or the process of constructing and maintaining the fence.

5. County Rights

Kane County may access the right-of-way at any time. If the fence interferes with road work or public safety, the County may require it to be moved or removed at the Committee’s expense.

6. No Property Rights

This Agreement does not give the Committee any ownership or property rights, only permission to place the fence.

7. Termination

Kane County may terminate this Agreement at any time. If terminated, the Committee must remove the fence if requested.

SIGNATURES

KANE COUNTY, UTAH

By: _____

Date: _____

ALTON HIGH FENCE COMMITTEE

By: _____

Date: _____

ITEM # 9

Review of Legislative Issues

ITEM # 10

Commissioner Report on Assignments

ITEM # 11

Board of Equalization

A. Approval of Exempt Properties