

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



City Council
Arlon Chamberlain
Chris Heaton
Boyd Corry
Peter Banks
Steve Shrope

KANAB CITY PLANNING COMMISSION

26 North 100 East
Kanab, UT 84741

October 6, 2026

NOTICE is hereby given that the Kanab Planning Commission will hold its regular Commission Meeting on the 6th day of October 2026, in the City Council Chambers at the Kanab City Office located at 26 North 100 East in Kanab. The Planning Commission meeting will convene at 6:30 PM and the agenda will be as follows:

Agenda Items:

1. Call to Order and Roll Call
2. Approval of meeting minutes from September 4, 2026
3. Public Comment Period – Members of the public are invited to address the Planning Commission. Participants are asked to keep their comments to 3 minutes and follow rules of civility outlined in Kanab Ordinance 3-601

Legislative Decision:

1. Discuss and recommend to City Council a text amendment for Kanab City Land Use Ordinances, Chapter 4-15 – Clear Sight Triangle. The proposed amendment is to reduce the triangles but still accomplish the intent and safety requirements for a clear sight triangle.
2. Discuss and recommend to City Council a proposed Development Agreement for Parcel K-13-7-ANNEX, located at approximately 725 E. Kane Plex Drive, Kanab, Utah. The proposed Development Agreement would allow an exception to the Kanab City Design Standards to permit the use of HDPE water pipe for the development.

Administrative Decision Items:

Work Meeting:

Staff Report:

Commission Member Report:

Council Member Liaison Report:

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

— A Western Classic —

1 **KANAB CITY PLANNING COMMISSION**

3 **26 North 100 East**

4 **Kanab, UT 84741**

5 **September 4, 2026 @1100**

7 **Agenda Items:**

8 **1. Call to Order and Roll Call**

9 **In Attendance:** Planning Commission Members: Chair Ben Aiken, Russ Whitaker, Terry
10 Edwards, Dennis Shakespear; Building & Land Use Official: Janae Chatterley; Building & Land
11 Use Assistant: Samuel Tomco; City Attorney: Kent Burggraaf;

12 **Not In Attendance:** Planning Commission Members: Marlee Swain, Andy Hill, Kerry Glover;
13 City Council Liaison: Arlan Chamberlain;

15 **2. Approval of meeting minutes from August 4, 2026**

16 Member Whitaker made a motion to approve the August 4, 2026 minutes.

17 Member Shakespear seconded the motion.

18 Chair Aiken – YES

19 Member Whitaker – YES

20 Member Edwards – YES

21 Member Shakespear – YES

22 Member Glover – Absent

23 Member Swain – Absent

24 Member Hill – Absent

27 **3. Public Comment Period – Members of the public are invited to address the Planning**
28 **Commission. Participants are asked to keep their comments to 3 minutes and follow**

29 **rules of civility outlined in Kanab Ordinance 3-601**

30 Member Aiken opened public comment period.

31 No public comments.

32 Member Aiken closed the public comment period.

33

34 **Legislative Decision:**

35 **1. PUBLIC HEARING - Discuss and recommend to City Council a zone change application**
36 **on Parcel K-7-8-Annex from C-3 [Commercial] to R-1-10 [Single Family, 10,000 sq.ft.**
37 **minimum] Parcel is located approximately at 664 E Chinle Dr.**

38 Ms. Chatterley summarized the zone change application, as well as the future expected plans for
39 the lot.

40 Chair Aiken discussed with Ms. Chatterley regarding the Land use map, and residential properties
41 not being allowed within commercial lots.

42 Chair Aiken opened for a public comment.

43 Chair Aiken closed the public comment period.

44 Member Shakespear made a motion to send a positive recommendation to City Council to assign
45 zone R-1-10 to Parcel K-7-8-Annex based on the findings and conditions outlined in Staff Report
46 ZONE 26-012.

47 Member Whitaker seconded the motion.

48 Chair Aiken – YES

49 Member Whitaker – YES

50 Member Edwards – YES

51 Member Shakespear – YES

52 Member Glover – Absent

53 Member Swain – Absent

54 Member Hill – Absent

55

56

57

58 **2. PUBLIC HEARING - Discuss and recommend to City Council a zone change application**
59 **on Parcel K-228-3 from R-8 [Single Family, 8,000 sq.ft. minimum] to RM [Rural Multi-**
60 **family]. Parcel is located approximately at 364 E 100 S.**

61 Ms. Chatterley explained the zone change, noting a duplex is nearly constructed, and the RM
62 request is to allow for the units to be sold individually. She discussed with members of the
63 commission regarding the duplex, and noted this is something that has been done in the past, as
64 units on a standard residential zone cannot be split and sold separately.

65 Chair Aiken opened for public comment.

66 No public comments made.

67 Chair Aiken closed the public comment period.

68 Member Edwards made a motion to send a positive recommendation to the City Council to assign
69 zone RM to Parcel K-228-3 based on the findings and conditions outlined in Staff Report
70 PLANZONE 26-013.

71 Member Whitaker seconded the motion.

72 Chair Aiken – YES

73 Member Whitaker – YES

74 Member Edwards – YES

75 Member Shakespear – YES

76 Member Glover – Absent

77 Member Swain – Absent

78 Member Hill – Absent

79

80 **Administrative Decision Items:**

81 **3. Discuss, approve or deny a Site Plan for new construction on a retail store, Dollar**

82 **General, approximate location is 484 S 100 E.**

83 Ms. Chatterley discussed the site plan and the plans for the Dollar General and a future store, but
84 the site plan at this time, only applies to the Dollar general.

Member Edwards moved to approve the site plan for parcel K-6-1-Annex, K-6-2-Annex & K-6-3-Annex located at 484 S 100 E. based on staff's analysis, findings, recommendation and the condition(s) listed in the report, SPR26-017.

Member Shakespear seconded the motion.

Chair Aiken – YES

Member Whitaker – YES

Member Edwards – YES

Member Shakespear – YES

Member Glover – Absent

Member Swain – Absent

Member Hill – Absent

4. Discuss and recommend to City Council a Full Boundary Adjustment for parcels K-20-5 and K-20-4 to join the lots together located approximately at 190 W Center St.

&

5. Discuss approve or deny a site plan for demo and new construction of the Mountain America Credit Union.

Ms. Chatterley and the quorum discussed both items 4&5 together. Ms. Chatterley summarized the boundary adjustment and site plan for MACU. She also spoke on the old building in the lot just north that MACU purchased, noting someone is wanting to move it but has not finalized plans to do so. Ms. Chatterley, noting the plans meet all the requirements set forth by the city, recommended approval with the conditions listed in the report.

Member Shakespear made a motion to send a positive recommendation to City Council for full boundary adjustment as outlined in the record of survey for parcel K-20-4 and K-20-5 based on the findings and conditions of approval as outlined in the staff report #SUB26-002.

Member Whitaker seconded the motion.

Chair Aiken – YES

Member Whitaker – YES

Member Edwards – YES

115 Member Shakespear – YES

116 Member Glover – Absent

117 Member Swain – Absent

118 Member Hill – Absent

119

120 Member Whitaker made a motion to approve the site plan for parcel K-20-4 located at 190 W
121 Center St. based on staff’s analysis, findings, recommendation and the condition(s) listed in the
122 report, SPR26-017.

123 Member Edwards seconded the motion.

124 Chair Aiken – YES

125 Member Whitaker – YES

126 Member Edwards – YES

127 Member Shakespear – YES

128 Member Glover – Absent

129 Member Swain – Absent

130 Member Hill – Absent

131

132 **6. Discuss and recommend to City Council a Plat Amendment to parcel K-376-2 of the**
133 **Reese’s Minor Subdivision. The amendment is to split Lot 2 into two separate lots,**
134 **located approximately at 1045 S Hwy 89A.**

135 Ms. Chatterley summarized the plat amendment to the quorum.

136 Member Shakespear made a motion to send a positive recommendation to City Council for the
137 plat amendment to lot 2 of the Reese’s Minor Subdivision parcel K-367-2 based on the findings
138 and conditions of approval as outlined in the staff report #PLAN26-007.

139 Member Whitaker seconded the motion.

140 Chair Aiken – YES

141 Member Whitaker – YES

142 Member Edwards – YES

143 Member Shakespear – YES

144 Member Glover – Absent

145 Member Swain – Absent

146 Member Hill – Absent

147

148 **7. PUBLIC HEARING Discuss and recommend to City Council a Preliminary Plat for**
149 **Phase 2 of the Catori Canyon Planned Development Overlay, located approximately at**
150 **250 South 600 West.**

151 Ms. Chatterley summarized the Preliminary Plat, including the future planned development.

152 Chair Aiken opened for public comment.

153 No public comments.

154 Chair Aiken closed the public comment period.

155 Member Whitaker a motion to send a positive recommendation to City Council for the Preliminary
156 Plat, Phase 2 of the Catori Canyon Planned Development Overlay based on the findings and
157 conditions of approval as outlined in the staff report for file #PLAN26-003.

158 Member Edwards seconded the motion.

159 Chair Aiken – YES

160 Member Whitaker – YES

161 Member Edwards – YES

162 Member Shakespear – YES

163 Member Glover – Absent

164 Member Swain – Absent

165 Member Hill – Absent

166

167 **8. Discuss, approve or deny a modification to a site plan review for the Kane County Visitor**
168 **Center. The modification is to review the proposed sign that will be added to the site.**

169 Ms. Chatterley summarized the site plan, and noted that sight triangles have been a topic of
170 discussion recently, and Kane County has proposed the possibility of petitioning to change the
171 sight triangle ordinance.

172 Member Whitaker made a motion to approve the site plan for the addition to the Visitor Center
173 located at 78 South 100 East based on staff's analysis, findings, recommendation and the
174 condition(s) listed in the report, PLANSPR25-004.

175 Member Shakespear seconded the motion.

176 Chair Aiken – YES

177 Member Whitaker – YES

178 Member Edwards – YES

179 Member Shakespear – YES

180 Member Glover – Absent

181 Member Swain – Absent

182 Member Hill – Absent

183

184 **9. Discuss, approve or deny a modification to a site plan review for Ace Hardware's**
185 **landscaping.**

186 Ms. Chatterley summarized the site plan, and noted Ace hardware's request for an alteration to
187 their landscaping, with the owner of the future Ace Hardware stating that UDOT has reported they
188 may expand the road in the next 5-10 years that may require an easement of Ace Hardware's
189 frontage, to which they do not want to plant trees if they will have to be removed. She discussed
190 with the quorum regarding further details, including current plans, possible modifications to plans,
191 and the requirements set forth in the ordinances.

192 Member Whitaker made a motion to approve the modification to the site plan, specifically in
193 regards to landscaping, allowing for more than 25% of landscaping rock, gravel, or wood chips to
194 be used, based on the finding that at least six feet of the highway frontage will still meet the
195 landscaping requirements of the ordinance.

196 Member Shakespear seconded the motion.

197 Chair Aiken – YES

198 Member Whitaker – YES

199 Member Edwards – YES

200 Member Shakespear – YES

201 Member Glover – Absent

202 Member Swain – Absent

203 Member Hill – Absent

204

205 **Work Meeting:**

206 No work meeting

207 **Staff Report:**

208 Reminder about the Utah Land Use Institute Fall Conference in Sandy on October 22-23

209 **Commission Member Report:**

210 No commission remember report.

211 **Council Member Liaison Report:**

212 No council member liaison report.

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Kanab Planning Commission Staff Report

File Number PLANTEXT26-009

Date:	October 1, 2026
Meeting Date:	October 6, 2026
Agenda Item:	Discuss and recommend a text amendment to City Council for Land Use Ordinances, Chapter 4 – Supplemental Regulations, Section 4-15 Clear Sight Triangle

Attachments:

- **Exhibit A: Applicant Text Amendment Suggestions**

Summary:

Applicant, Ryan Cain from YESCO, representing Kane County has a proposed text amendment for Chapter 4 – Supplemental Regulations, Section 4-15 Clear Sight Triangle.

The proposed amendments include changes to reduce the sight view triangle to allow the commercial district to use the corner of their property but accomplish the intent and safety requirements of the clear sight triangle.

Suggested Motions:

I move to send a positive recommendation to City Council to adopt changes to the Kanab City Subdivision Ordinances identified in exhibit A of the staff report for PLANTEXT26-009.

I move to send a positive recommendation to City Council to adopt changes to the Kanab City Land Use Ordinances identified in exhibit A of the staff report for PLANTEXT26-009 with the following amendments:

I move to send a negative recommendation to City Council.

I move to continue the discussion to the following meeting.

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Exhibit A: Applicant Text Amendment Suggestions

Text Amendment to Land Use Ordinance 4-15

Current with Redlines:

Section 4-15 Clear View of Intersecting Street

At every intersection there shall be a triangular area (shown in Figure 1 of this section) deemed to be a clear sight triangle. ~~The clear sight triangle shall be determined by the intersecting centerlines and a diagonal line connecting the two points, one at each centerline. The length of each centerline shall be determined as follows: seventy-five (75') feet from the intersection of such centerlines for a street with a local classification; one hundred (100') feet from the intersection of such centerlines for a street with a collector classification; and one hundred fifty (150') feet from the intersection of such centerlines for a street with an arterial classification.~~

Adopted January 22, 2008; Amended April 14, 2026

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Kanab

Land Use Ordinance

Chapter 04 – Supplementary Regulations

In residential and commercial districts, a clear unobstructed vision at the corners of intersecting streets shall be maintained between the height of two (2) feet and seven (7) feet above the established elevation at the intersecting property lines nearest the corner.

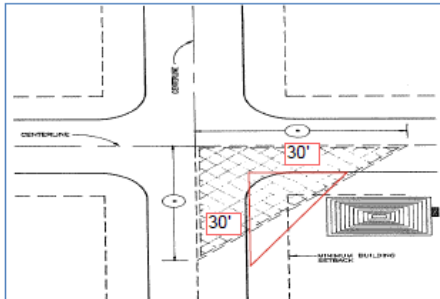


Figure 1 - Clear View of Intersecting Street

Office

435-628-0350 » Phone

4679 River Road,
St. George, UT 84790



PROPOSED LANGUAGE

Section 4-15 Clear View of Intersecting Street

At every intersection there shall be a triangular area (shown in Figure 1 of this section) deemed to be a clear sight triangle. The clear view area is a triangular area formed by the perpendicular intersection of the curb face at the corner (or property lines on parcels without curb) and two points measuring 30 feet down each curb face.

Office

435-628-0350 » Phone

4679 River Road,
St. George, UT 84790



EXAMPLES FROM OTHER NEIGHBORING CITIES

Cedar City Code:

SECTION 26-IV-3. Clear View of Intersecting Streets

In all zones which require a front yard, no obstruction which will obscure the view of automobile drivers shall be placed on any corner lot within a triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines.

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St George City Code:

9-13-7: GENERAL REGULATIONS:



- i** A. *Signs Not To Constitute Traffic Hazard:* No sign or other advertising structure shall be erected at the intersection of any streets in such a manner as to obstruct free and clear vision; or at any location where by reason of the position, shape or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device, or which makes use of the words "stop," "drive in," "danger" or any other words, phrases, symbols or characters in such a manner as to interfere with, mislead or confuse traffic. In general, no sign shall be placed within a triangular area with legs thirty feet (30') in length measured along the property lines at a corner.

Office

435-628-0350 » Phone

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St. George, UT 84790



Kanab City Land Use Ordinance 4-15 Clear View of Intersecting Street

Reason:

The current ordinance as written creates undue hardship to corner properties in commercial zones where signs, landscaping, or other potential obstructions to clear viewing needs are set further back than is necessary to accomplish the intent and safety requirements of a clear view site triangle.

How does the proposal promote the objective of the ordinance:

The ordinance is intended to provide balance to the health, safety, convenience, order prosperity, and welfare of the present and future inhabitants of Kanab. This includes providing for successful commercial development while maintaining the safety of motorists and pedestrians. This proposal helps strike that balance where a commercial property may utilize that portion of their corner property for signage, landscaping or other, but not to the degree that it jeopardizes the safety of motorists and pedestrians passing through the intersections.

Office

435-628-0350 » Phone

4679 River Road,
St. George, UT 84790



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Kanab City Planning Commission Staff Report

File #PLANDA25-005

Date:	October 5, 2026
Meeting Date:	October 6, 2026
Agenda Item:	Public Hearing to discuss and recommend to City Council a Development Agreement between Kane County Water Conservancy District and Kanab City to allow for an exception to the Design Standards for Construction to install HDPE water pipe.
Subject Property Address:	725 E Kane Plex Dr.
Property Owner:	Local Building Authority of Kane County Water Conservancy District
Applicant Agent:	
General Plan Designation:	Master Plan
Parcel #:	K-13-7-ANNEX

Attachments:

Exhibit A: Development Agreement

Summary:

Property Owner, Kane County Water Conservancy District is requesting a development agreement for parcel K-13-7-ANNEX. The development agreement is to allow an exception to the Design Standards for Construction. The Design Standards for Construction require that a developer install C-900 pipe for city main water lines. The exception would allow the Kane County Water Conservancy District to install HDPE pipe for the main water line extension to the Stellar Vista Observatory (SVO) project.

The main water line extension is around 1700 feet of water pipe for a fire hydrant and bathrooms. There will be a phase 2 for the SVO project that will add a building for offices to be used for information and education.

Suggested Motion(s):

I make a positive recommendation to accept the Development Agreement for Parcel K-13-7-ANNEX as shown in exhibit A of the staff report.

I make a negative recommendation not accepting the Development Agreement for Parcel K-13-7-ANNEX as shown in exhibit A of the staff report.

I make a positive recommendation to accept the Development Agreement for Parcel K-13-7-ANNEX as shown in exhibit A of the staff report with the following amendments .

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

– A Western Classic –

Mayor

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City Manager

Kyler Ludwig

Treasurer

Danielle Ramsay



City Council

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Boyd Corry

Peter Banks

Exhibit A: Development Agreement

— A Western Classic —

Upon recording, return to:

Kanab City
26 N. 100 E.
Kanab, Utah 84741

Tax ID/Parcel(s): K-13-7-ANNEX; K-13-7-1-ANNEX; K-16-20A-ANNEX

**KANE COUNTY WATER CONSERVANCY DISTRICT
WATER LINE DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (hereinafter "Agreement") is entered into this 13th day of October 2026, by, between and among, the Kane County Water Conservancy District ("KCWCD" or "District"), a political subdivision of the State of Utah, and the Local Building Authority of Kane County Water Conservancy District ("Local Building Authority of KCWCD"), a Utah nonprofit corporation (hereinafter collectively the "Owner" or "Developer"); and Kanab City, a Utah municipal corporation (hereinafter "City") (collectively hereinafter referred to as the "Parties").

RECITALS

WITNESSETH:

WHEREAS, the Owner is the legal owner of the real property located in Kanab, Utah, more fully described in the attached Exhibit A (hereinafter "Property"), identified as Parcel(s) K-13-7-ANNEX, K-13-7-1-ANNEX, and K-16-20A-ANNEX in the records of the Kane County Recorder, and the Owner desires to develop the Property in accordance with the terms of this Agreement and with the Concept or Master Plan included as Exhibit B, both exhibits being incorporated herein by this reference;

WHEREAS, the KCWCD/District is a political subdivision of the State of Utah, established in 1992 under Utah Code, Title 17__, and maintains sole ownership in a Utah nonprofit corporation established as the Local Building Authority of KCWCD; it is statutorily authorized to acquire, own, and operate a water system, borrow money and issue bonds, and levy and collect taxes;

WHEREAS, the Local Building Authority of KCWCD is authorized to build, construct, improve, renovate, rehabilitate, own, hold, manage, lease from and to other parties, persons, or institutions, collect rents, and sell, mortgage, hypothecate, finance, and in every other way deal in buildings, structures, land (improved and unimproved) and appurtenances, buildings and structures thereon and fixtures therein and to obtain, facilitate and consummate all finances therefore;

WHEREAS, the members of the Board of Trustees of the District also serve as the members of the Board of Trustees for the Local Building Authority of KCWCD;

WHEREAS, there are three (3) distinct parcels of real property which make up the Property, which is commonly referred to as Jackson Flat Reservoir. Those parcels have the following Tax ID/parcel Nos.:

K-13-7-ANNEX (owner: Local Building Authority of KCWCD);

K-13-7-1-ANNEX (owner: KCWCD); and

K-16-20A-ANNEX (owner: KCWCD);

WHEREAS, the District, through its representative, has applied for and received a building permit to construct restrooms, a storage room, and a viewing plaza, which project has been referred to as the “Stellar Vista Observatory Phase 1” (hereinafter “Stellar Vista Observatory” or the “Project”) on the north end of the Property (see Exhibit B);

WHEREAS, the project requires the construction and installation of approximately a 1,700 ft. water line from an existing connection on or near what is commonly referred to as the Connector Trail for the Sherry Bell Trail and Reservoir Road extending to the Project site, as depicted in Exhibit B;

WHEREAS, Kanab City Standard Specifications for Design & Construction, adopted in 2022 (hereinafter “Design Standards”) require that Owner construct and install the water line using “Solid Wall PVC, AWWA C-900” (hereinafter referred to as “C-900” pipe) [see Design Standards, § 2.10(J)(3)(a)];

WHEREAS, for the purpose of saving on costs, Owner desires to use an alternative to the C-900 pipe requirement and the City desires to grant an exception as set forth in this Agreement;

WHEREAS, on October 6, 2026, the Kanab City Planning Commission met, held a duly noticed public meeting, and considered this Agreement, thereafter sending its recommendation to the City Council;

WHEREAS, on October 13, 2026, the Kanab City Council met, held a duly noticed public hearing, and considered this Agreement, during which time the Planning Commission’s recommendation, City staff’s input, and any public input received were considered;

WHEREAS, there are presently no applicable land use regulations or plans currently under review or reconsideration in relation to the Property, and there are no legal challenges to the validity of such regulations or plans pending;

WHEREAS, the Parties desire to enter into this Agreement to set forth their respective understandings and agreements with regard to the Property and the specific terms and conditions regarding its development;

WHEREAS, to allow development of the Property for the benefit of the Owner, to ensure City that the development will conform to applicable policies set forth in the General Plan and City Ordinances, and to address concerns of property owners in proximity to the Property, Owner and City are each willing to abide by the terms and conditions set forth herein;

WHEREAS, the Owner acknowledges and accepts that as a condition of the concessions being made by the City, as outlined in this Agreement, the Owner is giving up certain rights that are otherwise afforded those owners of real property within Kanab City;

WHEREAS, acting pursuant to its legislative authority under Utah Code § 10-20-101, et seq., the Kanab City adopted ordinances, and after (i) all required public notice and hearings and (ii) execution of this Agreement by Owner, the City Council, in exercising its legislative discretion and authority, has determined that entering into this Agreement furthers the purposes of the City's General Plan and intents expressed in through the City's ordinances; and

WHEREAS, as a result of the Kanab City Council's determination, the City concludes that the terms and conditions of this Agreement, the adoption of which will promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, undertakings, agreements, and covenants herein contained, the validity and sufficiency of which and the consideration therefor are expressly acknowledged by each of the parties, the Parties agree as follows:

A. Recitals. The preceding recitals are herein adopted and incorporated by reference, as if fully set forth herein.

B. Definitions.

"HDPE" refers to high-density polyethylene pipe, which is a strong, flexible plastic tube used for water supply.

C. Development Plan. Except as otherwise permitted in this Agreement, the Property shall be developed in accordance with the Kanab City General Plan and the Kanab City Land Use and Subdivision Ordinances and Design Standards, any submitted and approved applications and plans, and the terms and conditions of this Agreement. A visual depiction of only an aspect of the Owner's development plan is depicted in Exhibit B, attached hereto and incorporated by reference. As part of the Owner's construction of the Project, the Owner shall construct and install a water line connecting the Project facilities to an existing water line, which construction and installation shall meet the approval of the Kanab City Public Works Director.

D. Duties of Owner and City. The Parties agree to the following as it relates to the water line construction and installation portion of the Project:

1. The Owner shall be permitted to use HDPE pipe in lieu of the required C-900 pipe required by Kanab City's Design Standards, only as it relates to this Project (i.e., the Stellar Vista Observatory Phase 1).

2. The water line shall be restricted to connecting to the water infrastructure anticipated by the approved permit and plans of the Project (i.e., one restroom facility and fire hydrants).

3. The KCWCD shall be responsible for constructing and installing the HDPE pipe and any associated costs.

4. If the HDPE pipe fails at any time and for any reason, the KCWCD shall be required to repair or replace the pipe and related water infrastructure at the City's discretion and direction. The KCWCD shall be responsible for the costs of repair and replacement of the pipe.

5. Owner shall cooperate with and allow Grantee to loop or modify the waterline or other aspects of the Water Infrastructure in the future, with reasonable coordination.

6. The Owner grants the City a public utility easement over, across, and through the Property of sufficient width, acceptable and approved by the Public Works Director, for the purpose of inspecting and maintaining the water infrastructure, and replacement of the water infrastructure, if it becomes necessary. This grant of easement shall also include ingress and egress for the purpose of accessing the water infrastructure.

7. Approval of the use of HDPE for this Project does not establish it as an exception from Kanab City's Design Standards, and the requirement to use C-900 pipe, for other developments or projects on the Property or elsewhere within Kanab City by the Owners or others.

8. Except as outlined in this Agreement, no other exceptions or deviations from Kanab City's ordinances are being approved. All other approvals and acceptance must be sought and received, as required by State law and Kanab City ordinances.

E. Miscellaneous Provisions

1. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. A facsimile, scanned, or valid digital signature shall also constitute an original signature of this Agreement (except where recordation may require otherwise). The Owner shall provide the City with a fully executed and recorded copy of the Agreement.

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

- a. To Owner at:
ATTN: Executive Director

Kane County Water Conservancy District
725 E. Kane Plex Dr.
Kanab, Utah 84741
kanecowater@kcwcd.com

- b. To City at:
City of Kanab
Attn: City Manager
26 N. 100 E.
Kanab, Utah 84741
citymanager@kanab.utah.gov

3. Authority to Execute Agreement. Each party hereto expressly warrants that it has the necessary authority to execute this Agreement on behalf of its governing board or board of directors, and that each signatory hereto has authority to execute this Agreement on behalf of the respective named party.

4. Entire Agreement. This Agreement represents the entire agreement between the parties related to the subject matter herein. All other agreements are merged into this Agreement, which cannot be modified except by the written consent of all parties. Any modification to this Agreement shall require the same notice(s) and public hearing required for the modification of a land use regulation.

5. Severability. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions.

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

7. Headings and Interpretation. Paragraph headings contained herein are only for the convenience of the Parties. The substance and provisions hereof control without regard to the headings. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City. The Parties acknowledge that this Agreement has been negotiated and prepared

in an arms-length transaction and that all Parties have been deemed to have drafted this Agreement and this Agreement shall not be interpreted against any Party as the draftsman.

8. Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Owner; (ii) the development of the Property is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Owner shall have the full power and exclusive control of the Property subject to the obligations of Owner set forth in this Agreement.

9. The Parties agree to undertake such other acts and execute such other documents as may be reasonably necessary to affect the purpose and intent of this Agreement.

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

11. Term. The term of this Agreement shall commence upon October 13, 2026 (“Effective Date”) and be perpetual restricted in length by law, in which case the Agreement shall endure the length of time permitted by law or fifty (50) years, whichever is longer. The covenants and obligations of the Owner shall run with the land and shall survive any termination of this Agreement.

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

13. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Kanab City Council, taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

14. Recordation. Within ten (10) business days of the Agreement being fully executed and notarized, it shall be recorded in its entirety by the Owner, at the Owner’s expense, in the Office of the Kane County Recorder. Each commitment and restriction on development set forth herein shall be a burden on the Property, shall be appurtenant to and for the benefit of the City and the Owner, and shall run with the land. A recorded copy of the Agreement shall be provided by the Owner to the City, in physical or digital format.

F. Applicability of State Law and Kanab City Ordinances

1. This Agreement shall be governed by the laws in the State of Utah.
2. All provisions of State Law and the City ordinances shall be applicable to the development of the Property, except to the extent this Agreement is more restrictive or modifies the applicability of one or more City ordinances.
3. This Agreement does not exempt or override any procedure, process, necessary approvals, design standards, provisions of applicable State law, building code, fire code, or Kanab City ordinance (e.g., General, Land Use, and Subdivision) except where specifically outlined in this Agreement, and as permitted by law.
4. The Owner shall be entitled to the application of the relevant local ordinances, laws, and fees in effect at the time a complete application is submitted, except as outlined or restricted herein.
5. The Owner shall cause the necessary application(s) with requisite supporting documentation and plans, preliminary and final if required, for administrative consideration and approval. For administrative applications, the City shall approve such application(s), site plan(s), plat(s), etc., if such items meet the standards and requirements outlined in applicable State Law and local ordinances.
6. The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The Parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If the City's approval of the development of the Property is held invalid by a court of competent jurisdiction, this Agreement shall be null and void.

G. Reserved Legislative Powers.

1. Nothing in this Agreement shall limit the future exercise of the police powers of the City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, fees, and regulations after the date of this Agreement. This Agreement is not intended to bind a future governing body of the City to a specific legislative decision.
2. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify the Owner's rights as set forth herein, unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in Western Land Equities, Inc., v. City of Logan, 617 P.2d 388 (Utah, 1988), or successor case law or statute. Any such proposed change affecting

the Owner's rights shall be of general application to all development activity in the City. Unless the City declares an emergency, the Owner shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to development of the Property.

H. Default or Breach.

1. Upon the happening of one (1) or more of the following events or conditions, the Owner or the City, as applicable, shall be in default or breach ("Default") under this Agreement:

- a. A warranty, representation, or statement made or furnished by the Owner under this Agreement is intentionally false or misleading in any material respect when it was made; or
- b. A determination by the City made upon the basis of substantial evidence that the Owner has not complied in good faith with one (1) or more of the material terms or conditions of this Agreement; or
- c. Any other event, condition, act, or omission, either by the City or the Owner, (i) violates the terms of, or (ii) materially interferes with the intent and objectives of this Agreement.

2. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty (30) days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty (30) days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes action to begin curing such Default within such thirty (30) day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty (30) days or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the actions outlined in the Remedies provision included herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

3. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a Default.

I. Remedies

1. Defaults or Breach. Upon Default, as set forth in the preceding section above, the City may declare the Owner to be in breach of this Agreement, and the City: (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the development of the Property, but not yet issued; and (ii) shall be under no obligation to approve

or to issue any additional building permits or certificates of occupancy for any building or project within the development or related to the Property until the breach has been corrected by Owner.

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

3. Any assertions of breach or default asserted by the Owner against the City shall be handled as a Land Use Appeal and addressed in accordance with the administrative appeal process outlined in Utah Code, Title 20, Part 11, and the Kanab City Land Use Ordinance, Chapter 3, as amended or superseded, and other applicable provisions of the Kanab City ordinances. All administrative processes and remedies must be exhausted prior to seeking judicial review of an appeal authority's final decision.

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

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

6. The City and the KCWCD are governmental entities under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 et seq. (the "Immunity Act"). The Parties do not waive any defenses or limits of liability available under the Immunity Act and other applicable laws. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws. Nothing in this Agreement should be interpreted as a waiver of an individual entity's privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws.

7. If applicable, the Owner shall provide improvement completion assurances and improvement warranties for public landscaping improvements and public infrastructure improvements as authorized under Utah Code, Title 10, Chapter 20, and as outlined and required in Kanab City ordinances.

8. Non-Liability of City Officials, Employees, Members, or Managers. No officer, representative, agent, or employee of the City shall be personally liable to the Owner or any of its successors or assigns in the event of any default or breach by the City or for any amount or obligation that may become due to the Owner or its successors or assigns for any obligation arising out of the terms of this Agreement.

J. Binding Effect

1. This Agreement shall be recorded, putting future prospective purchasers on notice as to the terms and provisions contained herein, and shall bind and inure to the benefit of each party hereto and their successors and assigns in interest. This Agreement shall run with the property, binding all successors, heirs, and assigns to the property.

2. The Owner hereby waives any defenses, rights, or remedies that it might otherwise assert against the City in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the Owner's real property, parcel(s), and/or subdivided lot(s), and unit(s) are not covenants running with the land upon the Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner and the City.

3. If the Property is transferred ("Transfer") to a third party ("Transferee"), the Owner hereunder and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer (i) the Owner hereunder provides to the City a letter from the Transferee acknowledging the existence of this Agreement and the Transferee's agreement to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to the City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Owner under this Agreement, subject to the City's approval, and the persons and/or entities executing this Agreement as the Owner shall be released from any further obligations under this Agreement as to the transferred Property, once the appropriate documents are executed and recorded.

K. Hold Harmless.

1. The Owner agrees to and shall hold the City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages, just compensation, restitution, or judicial or equitable relief that may arise from or are related to any activity connected with the development of the Property, including approval of the development and this Agreement; the direct or indirect operations of the Owner or its contractors,

subcontractors, agents, employees or other persons acting on its behalf which relates to the development of the Property; or which arises out of claims for personal injury, including health, and claims for property damage.

2. The agreements of the Owner shall not be applicable to any claim arising by reason of the negligence or intentional tort actions of the City.

3. The City shall give written notice of any claim, demand, action, or proceeding which is the subject of the Owner's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action, or proceeding. If any such notice is given, the Owner shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

L. Owner Acknowledgment

1. The Owner affirmatively acknowledges that by entering into this Agreement, it is giving up some of the rights it has under the existing Kanab City Land Use ordinances, and possibly certain applicable state laws, and, if applicable, is specifically giving up the ability to develop the Property as would otherwise be permitted. The Owner acknowledges that it has been sufficiently advised of the rights it might otherwise have under federal, state, and/or local laws, which the Owner is giving up by entering into this Agreement.

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

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement on or before the day and year first above written.

[Signatures on the following pages.]

Owner:

KANE COUNTY WATER CONSERVANCY DISTRICT

By: _____
Its: Chairman of the Board

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
)
) :SS
)
COUNTY OF KANE)

On the ____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn did say that he/she is the Chairman of the Board of the Kane County Water Conservancy District, and has the authority to sign for said Board/entity and is the signer of the above instrument, who duly acknowledged that he/she executed the same.

Given under my hand and seal this _____ day of _____, 2026.

Notary Public
Commission expires: _____

Owner:

LOCAL BUILDING AUTHORITY OF KANE COUNTY WATER CONSERVANCY
DISTRICT

By: _____
Its: Chairman of the Board

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss
)
COUNTY OF KANE)

On the ____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn did say that he/she is the Chairman of the Board of Local Building Authority of Kane County Water Conservancy District, and has the authority to sign for said Board/entity and is the signer of the above instrument, who duly acknowledged that he/she executed the same.

Given under my hand and seal this _____ day of _____, 2026.

Notary Public
Commission expires:

Kanab City

A Utah municipal corporation

Attest:

COLTEN JOHNSON, Mayor

CELESTE CRAM, City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF KANE)

On the ____ day of _____, 2026, personally appeared before me Colten Johnson, who being by me duly sworn did say that he is the Mayor of Kanab City and the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this ____ day of _____, 2026.

Notary Public
Commission expires: _____

EXHIBIT A
Legal Description of the Property

K-13-7-ANNEX:

PARCEL 1: THE S/2NW/4SE/4: THE SW/4SE/4: THE SW/4: THE S/2NW/4: & THE NW/4NW/4 (SECT'L LOT 4): OF SEC 3 T44S R6W SLB&M. CONT 340.0 AC, M/L.

LESS: BEG AT THE SE COR OF SEC 4 T44S R6W SLB&M; TH S 89°40'00" E, 100.00 FT ALG THE SEC LINE; TH N 25.00 FT; TH N 75°28'07" W, 102.14 FT TO A FENCE COR; TH S 1°17'12" W, 50.06 FT TO THE PT OF BEG.

CONT 0.086 AC, M/L. (0102-816/818 - DEEDED TO WKCSSD #1)

LESS: BEG AT THE N 1/4 COR OF SEC 10 T44S R6W, SLB&M; TH N 89°04'59" W ALG THE SEC LINE A DISTANCE OF 48.15 FT TO A PT ON A NON TANGENT CURVE TO THE RIGHT OF WHICH THE RADIUS PT LIES S 83°00'27" E A RADIAL DISTANCE OF 267.00 FT, TH NE'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 194.65 FT THROUGH A CENTRAL ANGLE OF 41°46'15"; TH N 48°45'48" E A DISTANCE OF 21.15 FT TO THE BEG OF A CURVE TO THE RIGHT HAVING A RADIUS OF 267.00 FT & A CENTRAL ANGLE OF 68°33'41", TH E'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 319.50 FT; TH S 62°40'31" E A DISTANCE OF 155.40 FT, TO THE BEG OF A CURVE TO THE LEFT HAVING A RADIUS OF 983.00 FT & A CENTRAL ANGLE OF 26°36'59", TH E'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 456.65 FT; TH S 89°17'30" E A DISTANCE OF 384.61 FT; TH S 00°55'22" W A DISTANCE OF 50.00 FT TO A PT ON THE N LINE OF SAID SEC 10; TH N 89°17'30" W ALG SAID LINE A DISTANCE OF 384.43 FT TO THE BEG OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,033.00 FT & A CENTRAL ANGLE OF 26°36'59", TH W'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 479.87 FT; TH N 62°40'31" W A DISTANCE OF 155.40 FT TO THE BEG OF A CURVE TO THE LEFT HAVING A RADIUS OF 217.00 FT & A CENTRAL ANGLE OF 68°33'41"; TH W'LY ALG THE ARC OF SAID CURVE, A DISTANCE OF 259.67 FT; TH S 48°45'48" W A DISTANCE OF 21.15 FT TO THE BEG OF A CURVE TO THE LEFT HAVING A RADIUS OF 217.00 FT & A CENTRAL ANGLE OF 40°21'41", TH SW'LY ALG THE ARC OF SAID CURVE, A DISTANCE OF 152.86 FT TO A PT ON SAID SEC LINE; TH N 89°17'30" W ALG SAID LINE A DISTANCE OF 2.20 FT TO THE PT OF BEG.

CONT 1.71 AC, M/L. (0383-599/600)

LESS: COMM AT THE NW COR OF SEC 3 T44S R6W, SLB&M; TH S 01°01'30" W, ALG THE SEC LINE, A DISTANCE OF 1,460.34 FT; TH E, A DISTANCE OF 30.0 FT, TO THE PT OF BEG; TH N 54°54'03" E, A DISTANCE OF 149.60 FT; TH N 49°51'24" E, A DISTANCE OF 70.50 FT; TH N 63°16'38" E, A DISTANCE OF 28.00 FT; TH S 89°21'36" E, A DISTANCE OF 226.35 FT; TH S 51°05'06" E, A DISTANCE OF 65.50 FT; TH S 25°17'08" W, A DISTANCE OF 79.50 FT; TH S 37°07'02" W, A DISTANCE OF 427.00 FT; TH N 78°11'25" W, A DISTANCE OF 36.00 FT; TH N 46°00'33" W, A DISTANCE OF 31.50 FT; TH N 77°01'24" W, A DISTANCE OF 137.07 FT; TH N 01°01'30" E, A DISTANCE OF 252.00 FT TO THE PT OF BEG. (CONT 3.21 AC 0441-546)

LESS: COMM AT THE W 1/4 COR OF SEC 3 T44S R6W, SLB&M; TH S 89°21'32" E, ALG THE CENTER SEC LINE A DISTANCE OF 2,004.12 FT; TH N 00°00'00" E, A DISTANCE OF 150.65 FT TO THE PT OF BEG; TH N 66°21'10" W, A DISTANCE OF 66.04 FT; TH N

47°55'15" W, A DISTANCE OF 69.39 FT; TH N 38°53'04" W, A DISTANCE OF 19.91 FT; TH N 0°13'08" W, A DISTANCE OF 23.51 FT; TH N 25°35'39" E, A DISTANCE OF 66.97 FT; TH N 23°11'55" E, A DISTANCE OF 49.50 FT; TH N 10°00'29" W, A DISTANCE OF 34.53 FT; TH N 31°38'23" W, A DISTANCE OF 58.14 FT; TH N 47°14'09" W, A DISTANCE OF 37.12 FT; TH N 57°24'44" E, A DISTANCE OF 193.48 FT; TH N 89°21'20" E, A DISTANCE OF 211.50 FT, TO THE BEG OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS PT LIES N 64°20'03" E, A RADIAL DISTANCE OF 328.00 FT; TH SE'LY ALG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°30'25", A DISTANCE OF 71.60 FT; TH S 38°10'22" E, A DISTANCE OF 166.41 FT; TH S 30°42'47" W, A DISTANCE OF 126.00 FT; TH S 56°51'29" W, A DISTANCE OF 105.14 FT; TH S 72°36'24" W, A DISTANCE OF 43.49 FT; TH S 59°35'40" W, A DISTANCE OF 96.82 FT; TH S 44°26'37" W, A DISTANCE OF 36.42 FT; TH N 89°08'42" W, A DISTANCE OF 33.50 FT; TH N 71°46'45" W, A DISTANCE OF 40.01 FT TO THE PT OF BEG. (CONT 3.63 AC 0441-546)

PARCEL 2: COMM AT THE E 1/4 COR OF SEC 3 T44S R6W, SLB&M; TH N 89°20'12" W ALG THE CENTER SEC LINE A DISTANCE OF 1,306.86 FT TO THE PT OF BEG; TH S 00°55'22" W ALG THE 1/16 SEC LINE A DISTANCE OF 660.76 FT; TH N 89°20'51" W A DISTANCE OF 1,308.88 FT TO A PT ON THE CENTER SEC LINE OF SAID SEC 3; TH N 00°54'45" E ALG SAID LINE A DISTANCE OF 902.50 FT TO A PT ON A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS PT LIES N 24°26'42" E A RADIAL DISTANCE OF 270.0 FT; TH E'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 249.74 FT THROUGH A CENTRAL ANGLE OF 52°59'50"; TH N 61°23'04" E A DISTANCE OF 907.30 FT TO THE BEG OF A NON TANGENT CURVE TO THE RIGHT, THE RADIUS PT OF WHICH BEARS S 28°21'16" E A RADIAL DISTANCE OF 350.0 FT, TH E'LY ALG THE ARC OF SAID CURVE, A DISTANCE OF 292.60 FT, THROUGH A CENTRAL ANGLE OF 47°53'55" TO A PT ON THE 1/16 SEC LINE; TH S 01°13'50" W ALG SAID LINE A DISTANCE OF 721.78 FT TO THE PT OF BEG. CONT 34.43 AC, M/L.

ALSO: COMM AT THE E 1/4 COR OF SEC 3 T44S R6W, SLB&M; TH N 89°20'12" W ALG THE CENTER SEC LINE A DISTANCE OF 1,306.86 FT TO THE PT OF BEG; TH S 89°20'12" E A DISTANCE OF 594.11 FT; TH S 34°18'10" E A DISTANCE OF 31.04 FT TO THE BEG OF A CURVE TO THE RIGHT HAVING A RADIUS OF 350.0 FT; TH S'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 332.66 FT THROUGH A CENTRAL ANGLE OF 54°27'26"; TH S 20°09'16" W A DISTANCE OF 228.75 FT TO THE BEG OF A CURVE TO THE LEFT HAVING A RADIUS OF 270.0 FT; TH S'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 188.72 FT THROUGH A CENTRAL ANGLE OF 40°02'48"; TH S 19°53'31" E A DISTANCE OF 476.04 FT TO THE BEG OF A CURVE TO THE RIGHT HAVING A RADIUS OF 350.0 FT; TH S'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 464.35 FT THROUGH A CENTRAL ANGLE OF 76°00'53"; TH S 56°07'22" W A DISTANCE OF 539.58 FT TO THE BEG OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.0 FT; TH S'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 409.45 FT THROUGH A CENTRAL ANGLE OF 55°12'00" TO A PT ON THE 1/16 SEC LINE; TH N 00°55'22" E ALG SAID LINE A DISTANCE OF 2,254.37 FT TO THE PT OF BEG. CONT 27.77 AC, M/L.

PARCEL 3: BEG AT THE E 1/4 COR OF SEC 4 T44S R6W SLB&M, UTAH & RUN TH S 89°25'45" W 82.5 FT ALG THE 1/4 SEC LINE; TH N 0°15'58" W 658.37 FT; TH N 89°25'45" E 82.5 FT TO THE SEC LINE; TH S 0°15'58" E 658.37 FT TO THE PT OF BEG. CONT 1.25 AC, M/L. (SEC 4)

ALSO: COMM AT THE SE COR OF SEC 4 T44S R6W, SLB&M; TH N 00°59'30" E ALONG THE SEC LINE A DISTANCE OF 2,633.16 FT; TH W A DISTANCE OF 82.512 FT TO THE PT OF BEG; TH N 88°50'53" W A DISTANCE OF 14.77 FT; TH N A DISTANCE OF 210.81 FT; TH E A DISTANCE OF 18.55 FT; TH S 01°01'28" W A DISTANCE OF 211.14 FT TO THE PT OF BEG. CONT 0.08 AC, M/L. (SEC 4 & COUNTY) LEAVING 394.93 AC, M/L.

PARCEL 4: BEG AT THE SE COR OF SEC 4 T44S R6W SLB&M, & RUN; TH ALG THE E SEC LINE N 00°59'39" E 760.00 FT; TH N 89°26'30" W 250.00 FT; TH S 00°59'39" W 760.00 FT TO THE S SEC LINE; TH ALG SAID LINE S 89°26'30" E 250.00 FT TO THE PT OF BEG; CONT 4.36 AC (M/L). LEAVING 399.29 AC M/L

SUBJ TO A 15' POWERLINE EASEMENT, WITH 7.50 FT BEING ON BOTH SIDES OF THE FOLLOWING DESC'D CENTERLINE: COMM AT THE E 1/4 COR OF SEC 3 T44S R6W SLB&M; TH, ALG THE E-W 1/4 LINE, N89°21'28"W 1327.36 FT; TH N00°38'32"E 727.80 FT, TO THE PT OF BEG, & RUN; TH S07°15'36"W 68.84 FT; TH N89°21'53"W 74.91 FT, TO THE BEG OF A CURVE; TH, ALG THE CURVE TO THE LEFT, 112.15 FT, HAVING A RADIUS OF 275.00 FT, A CENTRAL ANGLE OF 23°21'56" & WHOSE LONG CHORD BEARS S78°57'09"W 111.37 FT; TH S67°16'12"W 115.36 FT; TH S59°53'16"W 372.59 FT; TH S61°14'46"W 419.31 FT, TO THE BEG OF A CURVE; TH, ALG THE CURVE TO THE RIGHT, 205.03 FT, HAVING A RADIUS OF 395.00 FT, A CENTRAL ANGLE OF 29°44'23" & WHOSE LONG CHORD BEARS S76°06'57"W 202.73 FT; TH N89°00'51"W 82.09 FT; TH S62°57'58"W 171.17 FT, TO THE PT OF ENDING. (0656-263/271)

Child Accounts 0177934

Child Parcels K-13-7A-ANNEX

Parent Accounts

073208

0147663

0073331

Parent Parcels 4-6-3-1

4-6-4-1

k-13-7-1-ANNEX

K-13-8-ANNEX

[Legal description continues on following page.]

K-13-7-1-ANNEX:

PARCEL 1: THE S/2S/2NE/4NE/4 OF SEC 3 T44S R6W, SLB&M, CONT 10.0 AC,M/L.

PARCEL 2: BEG AT THE E 1/4 COR OF SEC 3 T44S R6W, SLB&M; & RUN TH W 460.35 FT ALG THE CENTER SEC LINE; TH N 1,320.0 FT TO THE N LINE OF THE SE/4NE/4; TH E 460.35 FT TO THE E LINE OF SAID SEC 3; TH S 1,320.0 FT TO THE PT OF BEG. CONT 13.95 AC, M/L.

PARCEL 3: BEG AT A PT 460.0 FT W FROM THE E 1/4 COR OF SEC 3 T44S R6W, SLB&M; & RUN TH W 859.65 FT TO THE W LINE OF THE SE/4NE/4; TH N 1,320.0 FT TO THE N LINE OF THE SE/4NE/4; TH E 859.65 FT; TH S 1,320.0 FT TO THE PT OF BEG. CONT 26.05 AC, M/L

LESS 10.0 AC,M/L, DEEDED TO KCWCD, LEAVING 16.05 AC, M/L.

PARCEL 4: THE SW/4NE/4; THE N/2NW/4SE/4, & THE E/2SE/4 OF SEC 3 T44S R6W, SLB&M, CONT 140.0 AC, M/L.

LESS 62.20 AC,M/L, DEEDED TO KCWCD.

LESS THE S 66.0 FT OF THE SE/4SE/4 DEEDED TO KANAB CITY (2 AC), LEAVING 75.80 AC,M/L.

Child Accounts 0174959

Child Parcels K-13-RD-ANNEX

Parent Accounts 0073141

0073174

0136971

0073166

Parent Parcels K-13-7-ANNEX

K-16-20-ANNEX

K-16-21-ANNEX

K-16-19-ANNEX PART OF

K-16-20A-ANNEX:

COMM AT THE E 1/4 COR OF SEC 3 T44S R6W, SLB&M; TH N 89*20'12" W ALONG THE CENTER SECTION LINE A DISTANCE OF 1,306.86 FT TO THE PT OF BEG; SAID PT BEING THE SW COR OF THE SE/4NE/4 SAID SEC 3; TH N 01*13'50" E ALONG THE 1/16TH SEC LINE A DISTANCE OF 721.78 FT; TH N 89*54'48" E A DISTANCE OF 600.61 FT; TH S 01*13'51" W A DISTANCE OF 729.64 FT TO A PT ON THE CENTER SECTION LINE; TH N 89*20'12" W ALONG SAID LINE A DISTANCE OF 600.47 FT TO THE PT OF BEG. CONT 10.0 AC, M/L.

Child Accounts

Child Parcels

Parent Accounts 0073174

Parent Parcels K-16-20-ANNEX

EXHIBIT B
Visual Depiction of Water Line Location

