



**January 11, 2023**  
**Kane County Planning Commission**  
**Land Use Authority**  
**Board Room, Kanab Center**  
**20 N. 100 E., Kanab, Utah**

To listen to this meeting live call 435-676-9000, participant code 168030.

**AGENDA**

6:00 PM      Call to Order  
                  Invocation  
                  Pledge of Allegiance

**1. Swearing in of New Board Members**

Chameill Lamb, Kane County Clerk, will swear in the new Planning Commission members.

**2. Election of New Chair and Vice-Chair**

Election of a Chair and Vice-Chair to serve for the 2023 calendar year.

**3. Open and Public Meeting Training**

Training presented by Rob Van Dyke, Kane County Attorney.

**4. Update on Commission Decisions**

Commissioner Heaton will relay the County Commission's decisions on last month's projects.

**ADMINISTRATIVE ITEMS**

**5. Approval of Minutes**

December 14, 2022

**Public Meeting**

**6. Conditional Use Permit Amendment: InfraTowers LLC**

An application to amend a conditional use permit for Infra Towers, LLC, successor in interest to InSite Towers LLC. Submitted by Debbie DePompei.

**LEGISLATIVE ITEMS**

**Public Hearing**

**7. Zone Change/Ordinance 2022-02: Godfrey**

An application for a zone change from Agricultural (AG) to Commercial 2 (C-2), parcel 1-8-15-1, consisting of 520 acres, located off of Highway 9 on Mineral Springs Road. Submitted by Kevin McLaws. **PULLED**

**Public Hearing****8. Zone Change/Ordinance 2022-01: Kanab 600 LLC**

An application for a zone change, concept plan and draft development agreement for the Willow Reserve Estates Planned Unit Development (Ordinance 2023-01), a new subdivision east of Kanab, proposing 583 new dwelling units. Zoning within the planned unit development will include Residential 1, Multi-Residential and Commercial 2, parcels 4-5-5-2 and 4-5-6-1, totaling 596.59 acres, located east of Kanab between Crimson Estates and Palomar Estates. Submitted by Greg Whitehead and Chad Staheli.

**Public Hearing****9. Ordinance 2023-03: Revising KCLUO Chapter 5**

An ordinance revising Kane County Land Use Ordinance, Chapter 5; revising the RU-40 uses table and clarifying Agricultural Protection Areas.

**Public Meeting****10. Land Use Training**

Training presented by Shannon McBride, Kane County Land Use Administrator.

\*\*Agenda items may be accelerated or taken out of order without notice as the Administration deems appropriate.

**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 Shannon McBride at (435) 644-4966 or Wendy Allan at (435) 644-4364.

**Planning Commission Meetings Statutory Authority, Rules & Procedures can be found online at [kane.utah.gov](http://kane.utah.gov); Departments; Planning Commission; General; Land Use Ordinance 9-2-1 through 10.**



# Kane County

## Planning Commission

### Staff Report

MEETING DATE: January 11, 2023

PROJECT NUMBER: 23004

REQUEST: Conditional Use Permit for a Stealth 100' Monopine

PREPARED BY: Shannon McBride, Land Use Administrator

**SYNOPSIS:** The applicant, Infra Towers, LLC, successor in interest to InSite Towers, LLC is seeking approval for an **amendment** to the conditional use permit to construct and operate a 100' Wireless Communications (co-locatable) facility. The tower will be stealth design as a pine tree, located on parcel # 8-7-7-1C, zoned C-1 and owned by Garkane Energy, lessor. The parcel is located off of Movie Ranch Road, Duck Creek, Utah. The project area will be within an approximate 5,150 sq. ft. lease area at the east end triangular portion of the parcel. The 6' fenced lease area will enclose the tower, in addition to multiple carrier's equipment, shelters and/or Base Transceiver Station (BTS). Verizon Wireless will be occupying a 12' X 20' lease area for their ground equipment and a generator, in addition to co-locating antennas at the 95' level. The tower will also accommodate space for future co-locations at the 85', 75' and 65' levels. The pine branches will extend down to the 30' level and the portion of the pole above 35' will be painted dark green to match all pine branches.

Kane County Land Use Ordinance (KCLUO) Title 9-15A-1-7 requires a conditional use permit subject to the Planning Commission's approval for wireless transmitting towers in a commercial zone.

**Hearing:** A public hearing need not be held; however, a hearing may be held when the Land Use Authority shall deem a hearing to be necessary to serve the public interest.

Existing Zoning	Proposed Monopine Tower Height	Size of Property	Surrounding Properties Zones	
C-1	100'	0.75 acres	8-7-7-3 8-7-7-1a IA-CND-2-10 8-7-7-1-7	C-1 R-1 C-1 AG

### SUMMARY:

- The applicant is proposing a 100' Wireless Communications (co-locatable) facility designed as a pine tree. (Monopine)

- The lease area consists of approximately 5,150 sq. ft., located at the east end triangular portion of the parcel, will be enclosed by a 6' chain link fence. The fenced lease area will enclose the tower, in addition to multiple carrier's equipment shelters and/or Base Transceiver Station (BTS) equipment cabinets.
- Verizon Wireless will be occupying a 12' X 20' lease area for their ground equipment and a generator, in addition to co-locating antennas at the 95' level.
- The tower will also accommodate space for future co-locations at the 85', 75' and 65' levels.
- The pine branches will extend down to the 30' level and the portion of the pole above 35' will be painted dark green to match all pine branches.
- An extension due to the year expiration date is being requested.

## GENERAL INFORMATION & PICTURES OF THE PROJECT





## STAFF RECOMMENDATION:

Staff recommends approval of the Conditional Use Permit for a 100' Monopine designed cell tower, and the required ground equipment, to be located on parcel # 8-7-7-1C, zoned C-1, based on the findings as found in the regulated in the KCLUO Chapter 15 Conditional Uses and the findings as documented in this staff report.

**Findings and Conditions:** In approving a conditional use permit, the Land Use Authority **shall** find:

1. That the proposed use is necessary or desirable and will contribute to the general well-being of the community;
2. That the use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to the property or improvements in the vicinity;
3. That the proposed use is in harmony with the intent of the General Plan and the zone in which it is located. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

**FINDINGS:** This project is in compliance with:

Utah State Code: 17-27a-506

Kane County General Plan: Pages 6, 7, 10, 15, 25, 29-30, 38, 43

Kane County Land Use Ordinance: 9-7B-5 & 9-15A-(1-7): Conditional Uses

## CHAPTER 15 CONDITIONAL USES:

**Review Criteria:** In reviewing an application for a conditional use permit, the land use authority shall consider whether the application: substantially mitigates the adverse impacts that are reasonable anticipated from the magnitude and intensity of the development and use, as proposed, consider:

**Development Plan:** The applicant for a conditional use permit shall prepare a site plan of the proposed buildings, fences, landscaping, automobile parking and loading areas, and any other information the Land Use Authority may deem necessary. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

**Land Use Authority Action:** The Land Use Authority **shall** approve a conditional use permit if conditions can be imposed to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards. In approving any conditional use permit, the Land Use Authority **may** impose conditions deemed necessary to protect the public welfare, ensure compatibility with other uses in the vicinity, and ensure that the negative impact of the proposed use on the surrounding uses and public facilities is minimized. These conditions **may** include the following:

## CONDITIONS - FINDINGS – MITIGATION

### 100' Verizon Monopine Cell Tower

#### KCLUO 9-15-1-7 CONDITIONAL USES

1. Assurance that the use will not be detrimental to the health, safety, comfort, order, or general welfare of persons residing or working in the vicinity.

**Findings:** Having additional cell coverage will increase safety due to the amount of tourists, permanent, full-time residents that reside in the area, and local traffic. A Garkane representative met with the local HOA and the general consensus was the additional coverage is much needed in the area.

**MITIGATION:** Waiver of Release agreements (Hold Harmless) contracts were obtained from three surrounding lot/parcel owners, parcel 8-7-7-1D owned by the Western Kane County Special Service District #1, and parcels #8-7-1-1 and #8-7-7-1-2 owned by Micheal Kenner.

2. Assurance the use will:

a. Comply with the intent, spirit and regulations of the Kane County Land Use Ordinance and Kane County General Plan.

**Findings:** Kane County General Plan: Pages 6, 7, 10, 15, 25, 29-30, 38, 43.

**MITIGATION:** The cell tower is in harmony with the above references in the General Plan.

3. The site size, dimensions, location, topography and access are adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations:

**Findings:** The proposed height has been mitigated with waivers from the surrounding property owners. The glare will be mitigated with the pine tree design and color. There is plenty of parking for the tower and construction, thereof.

**MITIGATION:** The proposed tower is an un-manned facility that is in operation 24 hours a day, 7 days a week but is only visited on average by each wireless tenant once per month for routine maintenance. And during construction of the site, traffic will only consist of two to three standard work pick-up trucks and a backhoe. A crane and concrete truck will be on site one to two days only for specific site construction purposes. The generator will be equipped with a noise reduction housing to lower dB levels within the surrounding areas, however, it will only be used when commercial power is out in the area.

4. Evidence that all required public facilities have adequate capacity to serve the proposed conditional use:

**Findings:** All necessary facilities have adequate capacity.

**MITIGATION:** An additional cell tower in the Duck Creek area will help increase coverage. All public facilities are adequate to sustain this project.

5. Limiting the hours, days, place and/or manner of operation:

**FINDINGS:** Hours of operation and days will be 365 days a year, 24 hours a day.

**MITIGATION:** Although the site is in operation 365 days a year, 24 hours a day, it is an un-manned facility, which will only be visited on average by each wireless tenant once per month for routine maintenance (most likely less; weather permitting).

6. Requiring size or architectural design features which minimize environmental impacts such as noise, vibration, exhaust/emissions, glare, erosion, odor and/or dust:

**Findings:** The architectural design will be the pine tree design.

**MITIGATION:** Emissions will meet all local and Federal EPA requirements. A water truck will be used to wet down the job site and access road so as to minimize dust during construction. The generator will be equipped with a noise reduction housing to lower dB levels within the surrounding areas, however, it will only be used when commercial power is out in the area. Traffic will consist of two to three standard work pick-up trucks and a backhoe during the duration of construction. A crane and concrete truck will be on site one to two days only for specific site construction purposes. The site is unmanned and will only require to be visited one a month usually with a pick-up truck for general maintenance.

7. Requiring larger setback areas, lot area, and/or lot depth or width;

**Findings:** The setback requirements of the commercial zone have been met; however, the fall zone setback could not be acquired.

**MITIGATION:** Waivers have been signed by the 3 surrounding property owners to release any liability. The safety outweighs the fallback zone requirement in this area.

8. Limiting the building height size or lot coverage, and/or location on the site;

**Findings:** The cell tower and ground equipment will take up a minimal area.

**MITIGATION:** Hold harmless waivers were signed by three surrounding property owners to allow over the 45 feet height limit in the Commercial Zones.

9. Designating the size, number, location and/or design of vehicle access points or parking areas;

**Findings:** No permanent parking will be needed.

**MITIGATION:** Traffic will consist of two to three standard work pick-up trucks and a backhoe during the duration of construction. A crane and concrete truck will be on site one to two days only for specific site construction purposes. The site is unmanned and will only require to be visited one a month usually with a pick-up truck for general maintenance.

10. Requiring street right-of-way to be dedicated and street(s), sidewalks, curbs, planting strips, pathways, or trails to be improved.

**Findings:** This parcel has sufficient ingress and egress off of the Movie Ranch Road. There are no local trails on this particular parcel of land.

**MITIGATION:** All ingress and egress are acceptable and there are no trails on his parcel.

11. Requiring landscaping, screening, drainage, water quality facilities and/or improvements of parking and loading areas;

**Findings:**

**MITIGATION:** During construction, fiber rolls (aka straw wattles) will be used to protect runoff to the meadow and road facilities if required.

12. Limiting the number, size, location, height and/or lighting of signs;

**Findings:** Minimal required signage will be installed – and will not be lighted.

**MITIGATION:** The site will contain only a Site ID sign with contact information for tenants measuring 17 1/2" X 7 1/2" to be located on the front gate, in addition to a 7 1/2" X 11" sign required by the FCC that addresses RF Emissions 47 CFR 1.1307(b) and an 12" X 9" sign that addresses Guidelines for working in RF Environments to be located on each side of the fenced compound.

13. Limiting or setting standards for the location, design, and/or intensity of outdoor lighting;

**Findings:** No, the tower height does not exceed FAA regulations to be lit.

**MITIGATION:** The proposed tower will not be lighted. Any security and safety lighting of the ground equipment buildings will be appropriately shielded to keep light within the boundaries of the site.

Kane County encourages lighting practices and systems which will: minimize light pollution, glare, and excessive glare; conserve energy and resources while maintaining nighttime safety, utility, security, and productivity; and curtail the degradation of the nighttime visual environment. New and major additions to land-uses, developments and buildings or structures are encouraged to use hooded lighting practice. KCGP pg. 24

14. Requiring berms, screening or landscaping and the establishment of standards for their installation and maintenance;

**Findings:** Surrounded by wetland, meadow area on two sides.

**MITIGATION:** During construction, fiber rolls (aka straw wattles) will be used to protect runoff to the meadow and road facilities if needed.

15. Requiring and designating the size, height, location and/or materials for fences;

**Findings:** The project will be enclosed by a 6' chain link fence. The fenced lease area will enclose the tower, in addition to multiple carrier's equipment shelter and/or Base Transceiver Station (BTS) equipment cabinets.

**MITIGATION:** The fence for the project is in accordance with building code and KLUO standards.

16. Encouraging the protection and preservation of natural features including existing trees, soils, vegetation, watercourses, habitat areas, drainage areas, historic resources, slopes, cultural resources, and/or sensitive lands;

**Findings:** The pine tree design helps preserve the surrounding forest area vegetation.

**MITIGATION:** The meadow area will be protected and preserved by utilizing fiber rolls (aka straw wattles) to protect runoff to the meadow and surrounding areas if needed.

17. Requiring the protection and preservation of groundwater recharge areas;

**Findings:** N/A

**MITIGATION:** No running water and no wetland permits required.

18. Limiting noise generation;

**Findings:**

**MITIGATION:** The generator will be kept to a minimum noise level for surrounding businesses by being equipped with a noise reduction housing to lower dB levels, however, the generator will only be in use when commercial power is out in the area.

19. Minimizing environmental impacts to identified wetlands, wildlife habitat, air and water quality, cultural resources, and scenic qualities;

**Findings:** Scenic qualities will be mitigated with the pine tree design.

**MITIGATION:** The site is located out of the wetlands area and will be of no impact to it. During construction, fiber rolls (aka straw wattles) will be used to protect run-off as needed.

20. Requiring turn lane improvements at street intersections.

**Findings:** N/A

**MITIGATION:** None required.

21. Providing for emergency access;

**Findings:** There is adequate emergency access off of Movie Ranch Road.

**MITIGATION:** Easements and the roadway are in place to mitigate emergency access to this project.

22. Requiring pedestrian, bicycle and transit circulation, including related facilities, as needed among buildings and related uses on the development site, as well as to adjacent and nearby residential areas, transit stops, neighborhood activity centers, office parks, and industrial parks;

**Findings:** The proposed site will be within a locked fenced-in area.

**MITIGATION:** The subject parcel of this application does not have any of the above-mentioned uses going through the parcel nor any OHV/ATV trails.

23. Requiring approval of septic and of water systems;

**Findings:** N/A

**MITIGATION:** A cell tower does not require any septic and/or water systems. A portable toilet will be placed on-site during construction of the tower for construction personnel.

24. Requiring buildings to be built to specific requirements;

**Findings:** The Kane County Building department will regulate those requirements.

**MITIGATION:** A building permit will be applied for and obtained prior to the start of construction.

25. Cell tower fall zone conditions and setbacks: The minimum lot area for such uses shall include all lands within the circumference of the fall zone, the radius of which shall be the height of the tower. All cell towers must adhere to the zone setback requirements; (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

**Findings:** Three lots/parcels do not have the fall zone requirements as stated in the KCLUO.

**MITIGATION:** Three waiver forms of hold harmless were signed by the surrounding lot owners.

Staff recommends approval of the **amendment** to the Conditional Use Permit for a 100' stealth wireless communications (co-locatable) cell tower facility, designed as a pine tree, with the required ground equipment to be located on parcel # 8-7-7-1C, zoned C-1, based on the findings as found in the conditional use permit **FINDINGS and CONDITIONS**. All detrimental uses have been mitigated, or attempted to be mitigated, through the hold harmless waiver agreements.

**MOTION: I** \_\_\_\_\_ make a motion to **approve/deny** an **amendment** to the conditional use permit for a 100' Stealth Wireless Communications facility, located on parcel # 8-7-7-1C, based on the findings in the staff report.



**DRAFT STAFF REPORT**

**DATE:** 12/29/22

**PROJECT:** A revised concept plan and development agreement has been submitted. Also, the original application for a Planned Unit Development containing a preliminary concept development plan, draft development agreement, zone change application, feasibility letters, traffic study, and soils report will be discussed, on behalf of Kanab 600, LLC, for the proposed Willow Reserve Estates (WRE) a Planned Unit Development, for parcels 4-5-5-2 and 4-5-6-1, containing 596.59 acres. The applicants are requesting PUD Residential 1, PUD Multi-Residential and PUD Commercial 2 zoning through Ordinance 2023-01. This PUD will be built out in 15 phases.

**Cover Letter submitted by Chad Staheli:** “As you will notice, not much has changed since the previous submission of this application, however, we have made small but meaningful changes.”

“The first change made is the adoption of the Kanab City outdoor lighting ordinance. We love the dark sky and would love to preserve as much of it as possible. We felt like the Kanab City ordinance captures what we want to accomplish in an ordinance that is already familiar with most people in this area. Our intent with Willow Reserve Estates is and always has been to create a strong community where people want to live while retaining as much natural beauty as possible. We believe that the dark sky is part of that natural beauty.”

“Fire safety is also very important to us and those that live in this area. While we were working with the County, District and Kanab City before, we are adding a building to our plans to show that we are willing to help with fire safety where possible. We will add a storage building during the phase 3 buildout that will promote fire safety. We will lease this building to whomever will be responsible for fire safety in the area. We intend to lease this building at little or no cost to the governing body. This should provide additional safety to not only Willow Reserve Estates, but also to the entire community surrounding us.”

“The PUD process is important for county planning and design. For this reason, we have not made changes to several areas of the plan including lot size and multi-family units. We are focused on providing affordable housing options, and keeping smaller sizes is the best way to accomplish this. It’s important to remember that we have dedicated over 20% of the area to open space. We are firmly in compliance with the Kane County PUD covenants.” (C. Staheli)

**Planning Commission Minutes from November 16, 2022, Page 28.** “The Planning and Zoning Commission requested the following: Gwen suggested that MR housing does not belong in a rural area. She reminded the P&Z that there is already 100 acres of Commercial zoning in the

area. She feels that they should be held to the 1 acre lot size. She petitioned the P&Z to look at all property rights not just the developer's rights.

Aaron stated that while it is a good project it does not fit in this area.

Jeremy feels that it would fit the area better if they moved the commercial and high density residential. He suggested the owner go back to the drawing board to create larger lots and more open space.

John reminded the P&Z that, a few months ago, they voted to have the smallest lot be 2 acres. The commissioners decided to make 1 acre lots the smallest allowable acreage. He feels that the P&Z needs to be careful about opening the door to large scale developments in the county.

Doug stated that 93% of the county is open space (public lands). He said that this area is moving toward a municipality. He expressed concern about the density of the project but would encourage the commissioners to encourage this kind of activity.

Aaron asked if requiring one acre lots would help the P&Z feel better about this development. Gwen stressed that a zone change is not a constitutional right. Gwen stated that high density belongs in the city. John stated that it is the P&Z's job to protect the way of life in Kane County. John suggested implementing a time frame on how frequently they can change the zone.

**MOTION:** Gwen Brown made a motion to **recommend denial** to the Kane County Commissioners of the Willow Reserve Estates Planned Unit Development application along with the preliminary concept plan and Ordinance O-2022-57 establishing the underlying zoning, and the DRAFT development agreement, based on the findings documented in the staff report. Aaron Bonham seconded the motion.

Jeremy is concerned about the density of the project, especially the multi-residential area. Shannon reminded the P&Z that they can request changes to the plan. Jeremy suggested they revisit the multi residential and the ½ acre lots. John stressed the need to follow the general plan and if the P&Z does not want to follow the general plan they need to look at changing it.

Doug argued that the P&Z should strictly approve or deny the PUD and let the commissioners and the developer work things out.

Shannon reiterated to the P&Z that a PUD allows them to negotiate with the developer. She stressed that if the P&Z wants the developer to come back with a revised plan they need to let the current motion die and make a new motion.

**VOTE:** The board voted on the motion to recommend denial of the zone change. Aaron, Jeremy, and Gwen voted aye. Byard and Doug voted nay. The motion to **recommend denial passed**.

Shannon clarified that if the P&Z wants the developer to come back they need to make another motion. Otherwise, the motion to recommend denial will go forward to the commission.

Rob stated the P&Z can have further discussion and make additional motions.

**MOTION:** Aaron Bonham made a motion to ask the developer to come back with one acre parcels in lieu of  $\frac{1}{2}$  acre parcels, no multi residential, and more open space on the borders. Jeremy Chamberlain seconded the motion.

**VOTE:** The vote was **unanimous** to ask the developer to come back with a revised plan.”

**(End of Minutes)**

**Staff Comments:** The project site is bounded by Chinle Drive and Mountain View Drive to the north, Palomar Estates to the east and Crimson Estates to the west.

The traffic study suggests deceleration and acceleration lanes that are shown in the conceptual development plan on pages C-107 and C-108. When the PUD is built out the traffic count during the morning peak hours will generate 322 trips, evening peak hours will generate 428. The overall average weekday trips will generate approximately 4,534 trips per week. Per Utah Department of Transportation (UDOT) U.S. 89 is a state-maintained roadway (classified by UDOT access management standards as a “System Priority-Rural Importance” facility, or access category 3 roadway). UDOT Administrative Rule R930-6 outlines minimum peak hour turn volumes to warrant auxiliary lanes on UDOT Roadway. The following are the minimum requirements for these lanes on U.S. 89:

Left-turn Deceleration (Ingress): 5 left-turn vehicles per hour

Left-turn Acceleration (Egress): Is there a safety benefit?

Right-turn Deceleration (Ingress) 10 right-turn vehicles per hour

Right turn Acceleration (Egress): 10 right-turn vehicles per hour

Both accesses will be off of Mountain View Drive

The reason for the Development Agreement, Preliminary Concept Plan, PUD and Zone Change applications is to establish a PUD overlay with additional zoning and multiple uses for proposed lots, to be developed in 15 phases, with 20% open space.

**FINDINGS:** The Willow Reserve Estates Planned Unit Development application conforms to the standards in the Kane County Land Use Ordinance and may be heard by the Land Use Authority. If approved with the conditions listed at the end of this staff report, the application conforms in all material respects with the Kane County Land Use Ordinance a relevant state law. The WRE PUD is asking for zoning approval through Ordinance 2023-01, Preliminary Concept Plan and the DRAFT Development Agreement as required in Kane County Land Use Ordinance (KCLUO) 9-20-3M conforms to the standards in the KCLUO 9-20-1-7 and 9-21-A-I, and Utah Code Sections §17-27a-201, 202, 206, 208 and §17-27a-608, 609. Utah State Code §17-27a-102 gives Kane County authority to hold public hearings in its legislative discretion which furthers the purposes of the Utah State Code, Kane County General Plan and Kane County Land Use Ordinance.

All comments highlighted in green are the “Applicant’s” comments.

All comments highlighted in yellow are the Land Use Administrator’s comments and County Ordinance references of concern.

**KCLUO 9-1-7 DEVELOPMENT AGREEMENT:** A binding contract between the County and the applicant shall contain those terms and conditions agreed to by the County and the applicant. The Land Use Authority Administrator, the Land Use Authority Commission and/or the Kane County Commission are authorized to negotiate for the County. **Final approval of the agreement is by the Kane County Commission.**

**Willow Estates Reserve Development Agreement Clauses:**

**The PUD will be built out in 15 separate phases. Each phase will have its own development schedule, each of which can be independent of and unrelated to the development schedule of any other phase.**

**KANE COUNTY LAND USE ORDINANCE 9-20-3** L. Variations from Development Standards of an underlying zone in this title may be approved as part of a Conceptual Development Plan for the Planned Unit Development Overlay pursuant to the provisions of this chapter. A variation from the setback requirements set forth in zones may be approved if the County Commission, after receiving a recommendation from the Planning Commission, finds such variation meets the approval criteria set forth. Any such variation shall be explicitly noted in the Development Agreement. Variations from the development standards set forth in this Chapter are intended to be rare and shall be approved by at least four (4) planning commission members which shall bear the burden of persuasion with regard to any request for a variation. Such burden shall include, but not be limited to, demonstrating that: A proposed project which includes a variation is the result of a substantial amount of advance planning; Any adverse conditions which may result from the variation will be mitigated; and the variation will result in a substantial benefit not only to persons who will live or work within the project, but also to the County and its residents generally.

**The developers requested, on page 6 of 16, section 5.2, that vested rights with respect to zoning be allowed the following exceptions:**

**Code 9-20-3H referring to zone for multi-family housing which exception shall permit dwellings to be located both within the interior and around the perimeter of a particular phase;**

H. Multiple Family Dwellings: Multiple Family dwellings require the PUD MR zoning, as defined in this Ordinance, and shall be a permitted use in a Planned Unit Development Overlay provided that the Multiple Family Dwellings be located within the interior of the development and not around the perimeter. The overall density in a particular planned unit development project shall not exceed the density permitted by the underlying zone in which the project is situated.

**KCLUO 9-20-3 H.** Multiple Family Dwellings: Multiple Family dwellings require the PUD MR zoning, as defined in this Ordinance, and shall be a permitted use in a Planned Unit Development Overlay provided that the Multiple Family Dwellings be located within the interior of the development and not around the perimeter. The overall density in a particular planned unit development project shall not exceed the density permitted by the underlying zone in which the project is situated.

Code 9-20-9 referring to zoning for multi-family housing and their required setbacks, which exception shall; [TBD]

Code 9-6A-4F referring to household pets, which exception shall, with respect to phase (s) which have an Equestrian Center, permit the maximum number of household pets to be fifteen (15).

**SECTION 5.5 ON PID** Developers will be meeting with Commissioners and Attorney Van Dyke.

**The CC&R's are restricting guest homes, two dwelling units per lot will not be allowed.**

Relevant Laws: (this list is not exhaustive of all laws that govern this development)

## **KANE COUNTY LAND USE ORDINANCE DEFINITIONS:**

**PLANNED UNIT DEVELOPMENT:** Development which may consist of integrated zones designed to allow residential, multi-residential, commercial, manufacturing uses in a combination allowing flexibility and initiative in site and building design and location.

**SITE PLAN:** A schematic, scaled drawing of a building lot or location which indicates, as may be required by this title, the placement and location of yards, property lines, setbacks, adjacent parcels, utilities, topography, waterways, irrigation, drainage, landscaping, parking areas, driveways, buildings, trash containers, open storage, streets, sidewalks, curbs, gutters, signs, lighting, fences and other features of existing or proposed construction or land use.

**SKETCH PLAN:** Generalized layout of a proposed subdivision with accompanying general proposals and intentions of the subdivider and relating the proposed subdivision to its area, to public facilities and services and to special problems that may arise in the development of a subdivision.

### **9-20-1: PURPOSE:**

A. A "planned unit development" means an integrated plan for development of residential, commercial, multi residential, or combinations of such uses, in which one or more of the regulations, other than use regulations, is waived or varied to allow flexibility and initiative, when planned and developed as a unit. The overlay is to encourage the efficient use of land and resources, greater efficiency in public and utility services, preservation of open space, use of alternative transportation and innovation in the planning process for all types of development. The PUD "overlay" allows variation from standard lot configuration patterns in order to reduce disturbance of sensitive lands, promote land use compatibility and facilitate creative site planning.

B. Intent: The overlay zone is to provide flexibility in site design in order to:

1. Encourage imaginative design and the creation of permanent open space.
2. Encourage affordable housing to be integrated in new developments.
3. Encourage the conservation of natural site features, wildlife habitat, and sensitive lands.
4. Combine and coordinate architectural styles, building forms, and structural/visual relationship within an environment that allows mixing of residential types and other land uses in an innovative and functionally efficient manner.
5. Encourage land development that, to the greatest extent possible, preserves open space areas and respects natural topographic and geologic conditions.
6. Encourage the development of street, pedestrian and bicycle paths that contribute to a system of fully connected routes, local trails.
7. Promote a more efficient utilization of land than what might be obtained through other development procedures (clustering).
8. Facilitate the economical and adequate provision of public services.
9. Provide for adequate on and off street parking.
10. Provide unique and unusual land uses to be planned for and located in a manner that ensures harmony with the surrounding community.

11. Ensure that development occurs at proper locations, away from environmentally sensitive areas. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013; amd. Ord. O-2022-41, 7-26-2022)

#### **9-20-2: PLANNED UNIT DEVELOPMENT PROCESS:**

Planned unit developments may be approved by the Kane County Land Use Authority in PUD overlay zones. An application for a PUD overlay zone change to develop property under the provisions of this article shall be filed for a zone change on the standard PUD zone change form provided by the County. The zones are Planned Unit Development Residential 1, 2, and 5, Planned Unit Development Light Commercial, Commercial 1 and 2 and Planned Unit Development Multi-Residential. The overall density shall coincide with the density of the existing zone. At the time of the zone change application a conceptual development site plan shall be submitted with the zone change request. Compliance with the regulations of this title in no way excuses the developer from the applicable requirements of the subdivision ordinance or the Kane County Standard Specifications and Drawing Details for Design and Construction; except as modifications thereof are specifically authorized in the approval of the application for the planned unit development. No exceptions shall be approved that are less restrictive than applicable State and local ordinances or regulations. An applicant shall secure and follow the provisions outlined in the Land Use Authority's procedures for a planned unit development.

All conceptual development plans shall go through a development committee review prior to the review of the conceptual development plan by the Planning Commission. The planning staff shall contact the Kane County land use development committee and other affected agencies for

review purposes. Staff shall hold such meetings with the applicant as are deemed necessary for proper review. (Ord. O-2018-1, 1-12-2018; amd. Ord. O-2022-41, 7-26-2022)

**9-20-3: REZONE APPROVAL PROCESS:**

A. Application for a PUD Zone Change: Any person desiring to develop property under the provisions of this article shall first file an application for a PUD overlay zone change on the standard form provided by the County.

B. Conceptual Development Plan: The zone change application shall include a conceptual development plan, and supporting materials which describe the proposed land uses, density and the proposal's relationship to the County's general plan, as well as all requirements herein [9-20-4](#).

C. Public Hearing By Planning Commission, With Review And Recommendation: The Planning Commission will schedule a public hearing to consider the proposed zone change and shall review the conceptual development plan, supporting materials and staff comments for compliance with applicable general plan policies. The Planning Commission shall also make recommendations concerning the PUD zone change request which will be forwarded to the Commissioners.

D. Public Hearing By Commissioner's: The County Commissioners will receive the recommendations of the Planning Commission and schedule a public meeting for official action on the zone change request. Published notice must be given as set forth in this title prior to the hearing. (Utah State Code 17-27a-503)

E. Decision Of County Commission: The Commission may approve, modify or deny the zone change request.

F. Overlay Designation: The Planned Unit Development Overlay designation shall be shown on the Official Zoning Map in parentheses as a prefix to the zone designation with which it is combined. For example, if the Planned Unit Development Overlay is being combined with the Residential R-1, R-2 or R-5 zone, it would be designated on the Official Zoning Map as "PUD R-1, PUD R-2 or PUD R-5". For commercial or multi-residential it will be "PUD M-R, PUD L-C, PUD C-1, PUD C-2".

G. The assigned PUD zone will allow the permitted uses consistent in the Residential, Multi-Residential and Commercial zones for the Planned Unit Development Overlay with the appropriate permitted or conditional uses set forth therein. Any conditional use shall be subject to the issuance of a conditional use permit as set forth in this Title.

H. Multiple Family Dwellings: Multiple Family dwellings require the PUD MR zoning, as defined in this Ordinance, and shall be a permitted use in a Planned Unit Development Overlay provided that the Multiple Family Dwellings be located within the interior of the development and not around the perimeter. The overall density in a particular planned unit development project shall not exceed the density permitted by the underlying zone in which the project is situated.

I. Accessory Uses: Accessory uses located in a common main building may be permitted. Accessory uses may include recreational facilities and structures, day care centers, personal services, and RV parking.

J. Commercial Uses: Any commercial use shown in Chapter 7 of this Title may be permitted within a planned unit development provided such use is:

1. Specifically authorized after receiving a commercial zone change approval and approved pursuant to the provisions of this Chapter;
2. Designed as an integral element of the planned unit development, including building and landscaping design which is consistent with design elements of the development.

K. Application for the development shall be filed by the sole owner or jointly filed by all owners of the property.

L. Variations from Development Standards of an underlying zone in this title may be approved as part of a Conceptual Development Plan for the Planned Unit Development Overlay pursuant to the provisions of this chapter. A variation from the setback requirements set forth in zones may be approved if the County Commission, after receiving a recommendation from the Planning Commission, finds such variation meets the approval criteria set forth. Any such variation shall be explicitly noted in the Development Agreement. Variations from the development standards set forth in this Chapter are intended to be rare and shall be approved by at least four (4) planning commission members which shall bear the burden of persuasion with regard to any request for a variation. Such burden shall include, but not be limited to, demonstrating that: A proposed project which includes a variation is the result of a substantial amount of advance planning; Any adverse conditions which may result from the variation will be mitigated; and the variation will result in a substantial benefit not only to persons who will live or work within the project, but also to the County and its residents generally.

M. Development Agreement: A Development Agreement shall be prepared and approved in conjunction with approval of the Planned Unit Development Overlay zoning and Conceptual Development Plan. **The purpose of the Development Agreement is to describe how the developer and the County will address items not expressly addressed in this code.**

N. Approval Criteria: The Planned Unit Development Overlay may only be approved if the Commission, after receiving a recommendation from the Planning Commission, finds that the proposed Planned Unit Development Overlay:

1. Does not conflict with any applicable policy of the Kane County General Plan;
2. Meets the spirit and intent, as set forth in this Chapter;
3. Will allow integrated planning and design of the property;
4. Meets the use limitations and other requirements of the zone with which the Planned Unit Development Overlay is combined;
5. The capability to start construction within one (1) year of final plan approval.

O. Imposition of Conditions: In order to make findings necessary to approve a Planned Unit Development Overlay, conditions of approval may be imposed on a conceptual development site plan to assure the planned unit development will:

1. Accomplish the purpose of this Chapter;

2. Be developed as one integrated land use rather than as an aggregation of individual and unrelated buildings and uses; and

3. Meet the requirements of the zone in which the proposed development is located except as such requirements are modified by this Chapter. (Ord. O-2022-41, 7-26-2022)

#### **9-20-4: CONCEPTUAL DEVELOPMENT PLAN:**

A. All requests shall be accompanied by a colored conceptual development plan and written text for the entire property proposed to be developed.

B. Conceptual Development Plan, to include the following information:

1. Show general location of proposed land uses, including residential areas, commercial areas and open space.

2. Include proposed locations for civic spaces such as churches, schools, fire stations, etc.

3. Show adjoining properties and uses.

4. Include tables showing the number of acres in the proposed development and a land use summary.

5. Show general locations of proposed interior collector and/or major arterial streets, and points of connection to existing roads and how the proposed project roads will integrate with County Ordinances.

6. Show typical proposed lot configuration, building clusters, setbacks, road rights-of-way, and road cross-sections.

7. Include a phased development plan if applicable.

8. Development Agreement.

9. Parcel Map(s), from the County Recorder's office showing the subject property and all property located within the minimum radius defined by ordinance.

10. Traffic Impact Analysis, as determined by the County Engineer or UDOT. (Ord. O-2022-41, 7-26-2022)

#### **9-20-5: CONCEPTUAL DEVELOPMENT PLAN REQUIREMENTS CHECKLIST:**

A. Dwelling unit and land use density. The density in terms of dwelling units per gross acre of land shall be indicated;

B. Architectural drawings and sketches outlining the general design and character of the proposed uses and the physical relationship of the uses. Where feasible, lowest height and least density of buildings and uses shall be arranged around the boundaries of the development;

C. Width, yard, height, and overall density and coverage regulations shall be in accordance with the underlying zone;

D. Promote a clustering development pattern in the interest of preserving rural character.

E. Twenty percent (20%) of the developable land within the PUD shall be preserved as open space for the benefit of residents of the development and the community.

F. Preservation, maintenance and ownership of required open spaces within the development shall be accomplished by:

1. Dedication of the land as public park or parkway system in perpetuity; or

2. Granting to the County Commission a permanent, open space easement on and over the said private open spaces to guarantee that the open spaces remain perpetually in recreational uses, with ownership and maintenance being the responsibility of an owners' association established with articles of association and bylaws which are satisfactory to the commission.

G. Complying with the provisions of the condominium ownership act 1, Utah State Code 57-8, which provides for the payment of common expenses for the upkeep of the common areas and facilities.

H. Landscaping, fencing and screening related to the several uses within the site and as a means of integrating the proposed development into its surroundings shall be planned and presented to the land use authority for approval, together with other required plans for the development.

I. The size, location, design and nature of signs, if any, and the intensity and direction of area floodlighting shall be detailed in the application.

J. Topography at contour intervals of two feet (2') shall be submitted unless waived by the planning staff.

K. Geotechnical Report: A geotechnical report identifying any possible flood, slope, faulting, soils or other related hazards on the site shall be submitted with the application.

L. Utilities Underground: All utilities shall be underground unless otherwise approved by the Planning Commission. Transformer equipment shall be screened from the streets and from adjacent properties. Contact local utility companies to determine service requirements to the proposed project. Show existing utility easements, proposed major utility easement corridors, points of service to major land use areas, and points to outside service connections.

M. Refuse Storage Areas: Refuse storage areas shall be screened so that materials stored within these areas shall not be visible from access streets, freeways and adjacent properties. Storage or refuse areas shall not be located within required building setbacks nor within utility easements.

N. Lighting Plan: The plans submitted shall include a general lighting plan indicating location of lights to be installed on site in compliance with [9-10-14](#) of this title.

O. Turning Spaces: Safe and convenient turning space shall be provided for cars, sewer vehicles, refuse collection vehicles, fire-fighting equipment, etc., at the end of private drives and dead end streets.

P. Traffic Conditions: The effect of the development on traffic conditions on abutting streets shall be shown.

Q. Layout: The layout of the site with respect to locations and dimensions of vehicular and pedestrian entrances, exits, driveways and walkways.

R. Off Street Parking: The arrangement and adequacy of off street parking facilities.

S. Improvements: Location, grades, widths, and type of all improvements proposed for all streets.

T. Grading and Drainage: Show proposed general grading patterns, and existing and proposed general drainage corridors. A Grading Permit is required.

U. Line Locations: A plan showing the location of all water, sewer and drainage lines in and through the project.

V. Deed Restrictions/ Covenants (CC&Rs): Copies of any deed restrictions, restrictive covenants, bylaws, architectural controls or other requirements that may be appurtenant to the proposed development.

W. All feasibility letters as stated in 9-21D-2 M 1-8. (Ord. O-2022-41, 7-26-2022)

#### **9-20-6: PRELIMINARY PLAT SUBMITTAL ITEMS:**

Preliminary plat shall be submitted with the Planned Unit Development application. See [9-21D-1](#) for all preliminary plat requirements and submission items. (Ord. O-2022-41, 7-26-2022)

#### **9-20-7: PLAN CHANGE MODIFICATIONS:**

Changes Or Modifications: Any changes or modifications to the approved plan for development during the period of construction shall first be re-submitted to the planning staff for approval and if deemed significant and at the discretion of the staff, returned to the Planning Commission for their review and recommendations and to the County Commissioners. (Ord. O-2022-41, 7-26-2022)

#### **9-20-8: RESIDENTIAL - SINGLE LOT DEVELOPMENT STANDARDS:**

A. Building Coverage: The land coverage by all buildings shall not exceed fifty percent (50%) of the net lot or parcel acreage.

B. Density: The density of a PUD residential - single lot development shall conform to the density limitations of the underlying zone.

C. Setbacks: The setbacks for all Planned Unit Developments - Residential will be as follows, unless an approved setback alternative plan is granted by the Planning Commission and approved by the Commission:

1. Front Yard: Front yard setbacks shall be a minimum of twenty feet (25'). The street side of corner lots, shall be the same as the front yard setback.

2. Building, Parking Required: The front yard setback area shall not be used for long term parking of any motor vehicles, or for required additional visitor parking, except for the driveway directly in front of the garage or carport of the dwelling unit.

3. Side Setbacks: Side yard setbacks on interior lot lines shall be a minimum of five feet (5') on one side and five feet (5') on the opposite side for all dwellings, with a minimum of ten feet

(10') between homes. Side yard setbacks on exterior lot lines (boundary lines) shall be a minimum of ten feet (10').

4. Rear Setbacks: Rear yard setbacks shall be a minimum of five feet (5').

D. Parking Requirements: The parking requirements of chapter 13 of this title shall apply.

E. Height Restrictions: No building shall be erected to a height greater than thirty five feet (35') unless specifically approved as part of the zone change approval.

F. Landscape Requirement: Floodways and slopes that exceed a specific percentage and/or have unsuitable soil conditions for hillside development, as identified in [9-21J-3](#) (A), are not considered developable. Any land within a subdivision having a slope greater than ten percent (10%) shall be deemed to be land having a "steep slope". Developer shall not be permitted to grade, excavate, fill or otherwise modify said land if slope is between ten (10) and forty percent (40%) without first submitting a geological report for review and staff approval. In no case may a structure be erected on land with a slope of forty percent (40%) or greater. The applicant of the requested PUD Zone shall show what areas are to be landscaped and what areas are to be left in a natural state. All proposed structures, future structures, roads and parking areas are excluded from the calculations used to satisfy this requirement.

G. Time Limitations: Building permits for construction within Planned Unit Development Residential Zones must be obtained within eighteen (18) months of the approval of a zone change to planned unit development - residential. If eighteen (18) months elapse without the issuance of building permits for the construction of the approved plans within the Planned Unit Development, all conceptual and preliminary plan approvals shall be deemed null and void, unless an extension is granted. The applicant shall request an extension on an approved development plan prior to the expiration of the eighteen (18) month time limit. In the case that an approved development plan does expire, the zoning of the property shall remain planned unit development, but no construction will be allowed on the property until a new plan is submitted and approved by the Planning Commission and the Commission. (Ord. O-2022-41, 7-26-2022)

#### **9-20-9: MULTIPLE - MULTIPLE FAMILY DEVELOPMENT STANDARDS:**

A. Building Coverage: The land coverage by all buildings shall not exceed thirty percent (30%) of the net lot or parcel acreage.

B. Minimum Lot Size: The minimum lot size in multi-residential subdivisions with private individual building pads and associated common area is one acre; provided, that at least twenty percent (20%) of the total project is developed and maintained as common open landscape or recreation area.

C. Density: The density of a planned unit development multi-residential shall conform to the density limitations of the general plan, except that the County upon recommendation of the Planning Commission may approve a density greater than the multi-residential zone designation where the following findings are made:

1. The proposed development is considered an infill development where the surrounding land is already developed; and

2. The proposed dwellings are platted for individual ownership of the dwelling units; and

3. The density and building scale of the proposed units are similar in scale to an adjoining developed parcel or is considered in scale with the surrounding area and fits harmoniously into the neighborhood, as determined by the Planning Commission.

D. Setbacks: The setbacks for all planned unit developments - multi-residential will be as follows, unless an approved setback alternative plan is granted by the Planning Commission and approved by the County Commission:

1. Front Yard: Front yard setbacks shall be a minimum of twenty five feet (25'). The street side of corner lots, shall be the same as the front yard setback.

2. Building, Parking Required: The front yard setback area shall not be used for long term parking of any motor vehicles, or for required additional visitor parking, except for the driveway directly in front of the garage or carport of the dwelling unit.

3. Side And Rear Setbacks: Side and rear setbacks on interior lot lines shall be a minimum of ten feet (10') for all dwellings.

4. Group Dwellings: In group dwellings, no two (2) buildings may be located closer together than ten feet (10') for one-story buildings, fifteen feet (15') for two-story buildings, and twenty feet (20') for approved three-story (or more) buildings.

5. Two-Story Buildings: For two-story (or more) buildings, the side and rear setbacks shall be at least twenty five feet (25') along the boundary of a Residential Zone, and twenty feet (20') along the boundary of other zones.

E. **Parking Requirements:** The parking requirements of chapter 13 of this title shall apply.

F. Signs And Advertising: The requirements of chapter 16 of this title shall apply, except that in large residential planned unit developments (those containing more than two hundred (200) dwelling units), the Planning Commission may approve an overall sign scheme for the project which may exceed the restrictions contained in chapter 16 of this title.

G. Height Restrictions: No building shall be erected to a height greater than thirty five feet (35') unless specifically approved as part of the zone change approval.

H. **Size Requirement:** Each Planned Unit Development Zone shall contain a minimum of one acre and thirty percent (30%) density.

I. **Landscape Requirement:** Floodways and slopes that exceed a specific percentage and/or have unsuitable soil conditions for hillside development, as identified in [9-21J-3](#) (A), are not considered developable. The applicant of the requested PUD shall show what areas are to be landscaped and what areas are to be left in a natural state. All proposed structures, future structures, roads and parking areas are excluded from the calculations used to satisfy this requirement.

J. **Time Limitations:** Building permits for construction within Planned Unit Development must be obtained within eighteen (18) months of the approval of a zone change to planned unit development - multiple family. If eighteen (18) months elapse without the issuance of building permits for the construction of the approved plans within the Planned Unit Development Zone, all conceptual and preliminary plan approvals shall be deemed null and void, unless an extension

is granted. The applicant shall request an extension on an approved development plan prior to the expiration of the eighteen (18) month time limit. The County Commission may approve a six (6) month extension on an approved development plan. In the case that a second six (6) month extension is needed, the applicant shall request a second extension on the approved development plan prior to the expiration of the first six (6) month extension time limit. The County Commission will approve or deny the requested second extension on the development plan. In the case that an approved development plan does expire, the zoning of the property shall remain planned unit development, but no construction will be allowed on the property until a new plan is submitted and approved by the Planning Commission and the County Commission. (Ord. O-2022-41, 7-26-2022)

#### **9-20-10: REVIEW BY LAND USE AUTHORITY:**

In order that it may approve a planned unit development, the land use authority shall have authority to require the following conditions be met by the applicant:

- A. All submittal items for a Planned Unit Development are submitted at the time of the Planned Unit Development Application as required per Chapter 20 and Chapter 21.
- B. That the proponents of the planned unit development have demonstrated to the satisfaction of the land use authority that they are financially able to carry out the proposed project, as regulated in 9-21-1.
- C. That the proponents intend to start construction within twelve (12) months of the approval of the project, and intend to complete the construction, or approved phase thereof, within two (2) years from the date construction begins. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013; amd. Ord. O-2022-41, 7-26-2022)

#### **9-20-11: SCOPE OF LAND USE AUTHORITY ACTION:**

In carrying out the intent of this chapter the land use authority **shall** consider the following principles:

- A. A certified surveyor or engineer licensed in the state shall be used to survey all properties for the planned unit development.
- B. The land use authority may approve or disapprove an application for a planned unit development. In an approval, the land use authority may attach such conditions as it may deem necessary to secure compliance with this section. The denial of an application for a planned unit development by the land use authority may be appealed to the appeal authority. Appeal must be filed within thirty (30) days of receipt of written reason for denial.
- C. Filing Of Plan And Materials: The conceptual development plan and supplementary text materials, after adoption, shall be filed in the offices of the County Recorder, and all development within the zone shall comply therewith, unless the development plan and supplementary materials are amended as prescribed herein.
- D. Final Subdivision Plat: A final subdivision plat as described in the Subdivision Ordinance in effect at the time of application shall be submitted for a recommendation of approval or disapproval to the Planning Commission, who shall forward their recommendation to the County Commission for final plat approval as outlined elsewhere in this title. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013; amd. Ord. O-2022-41, 7-26-2022)

### **9-20-12: CONSTRUCTION LIMITATIONS:**

A. Upon approval of a planned unit development, construction shall proceed only in accordance with the plans and specifications approved by the land use authority and in conformity with any conditions attached by the county commission to its approval.

B. Amendments to approved plans and specifications for a planned unit development shall be obtained only by following procedures for a planned unit development.

C. No permit shall be issued for any proposed building, structure or use within the project unless such building, structure or use is in accordance with the approved development plan and with any conditions imposed in conjunction with its approval. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013; amd. Ord. O-2022-41, 7-26-2022)

**STAFF DETERMINATIONS:** The applicant has complied with the procedural requirements of Utah State law and Kane County Code. Kane County Engineer, Kelvin Smith, Civil Science, has submitted a report with requested changes to the Preliminary Concept Site Plan. He recommends conditions be added and revised. Kane County Land Use Administrator, Shannon McBride, recommends adding conditions as set forth below. The Preliminary Concept Plan complies with Kane County Ordinances and Utah State Code requirements.

**KCLUO 9-20-4 C. Public Hearing By Planning Commission, With Review And Recommendation:** The Planning Commission will schedule a public hearing to consider the proposed zone change and shall review the conceptual development plan, supporting materials and staff comments for compliance with applicable general plan policies. The Planning Commission shall also make recommendations concerning the PUD zone change request which will be forwarded to the Commissioners.

## **CONDITIONS:**

1. Prior to any construction or other development activity, Applicant shall submit a complete application for a subdivision and receive approval of a preliminary plat. The development agreement for the subdivision shall contain all conditions and requirements of this Planned Unit Development Permit, specifically the limitations and conditions set forth in the Preliminary Site Plan ("Willow Reserve").
2. All review revisions will be corrected before the Willow Reserve Estates application can be approved. **CIVIL SCIENCE REVIEW ITEMS WILL ALL NEED TO BE ADDRESSED AND CORRECTED BEFORE THE WILLOW RESERVE PUD CAN MOVE ON TO KANE COUNTY COMMISSION MEETING.**
3. Applicants may obtain approval in the subsequent application for subdivision for lot sizes smaller than allowed in the applicable zone as set forth in the Preliminary Concept Plan. The Preliminary Site Plan is approved subject to final approval of requested corrections by the Kane County Engineer and Kane County Land Use Administrator.
4. Applicant is authorized to have mixed zoning uses as set forth in the Preliminary Concept Plan. This condition is subject to final approval of a zone change to allow for some multi-residential uses and some commercial 2 uses as set forth in the Preliminary Concept Plan.

5. The deceleration and acceleration lanes will be developed per UDOT suggestions as shown in the Preliminary Concept Site Plan. UDOT's suggestions will be adhered to.
6. Applicant shall comply with all mitigation required by the traffic study.
7. Applicant shall designate 20% of developable land as Open Space and shall memorialize the dedication of open space using a mechanism as set forth in KCC 9-20-3(D). The final calculation of Open Space and mechanism for dedication of Open Space shall be approved by the Kane County Engineer and Kane County Land Use Administrator.

**MOTION:** I move to **recommend approval/denial to the Kane County Commissioners** of the Willow Reserve Estates Planned Unit Development application along with the preliminary concept plan and Ordinance O-2023-01 establishing the underlying zoning, and the DRAFT development agreement, based on the findings documented in the staff report.

**THANK YOU.**

**KANE COUNTY ORDINANCE NO. O 2023-01**

**AN ORDINANCE ESTABLISHING ZONING AND CONCEPT PLAN FOR THE  
PROPOSED  
WILLOW RESERVE ESTATES PLANNED UNIT DEVELOPMENT**

**WHEREAS**, Kanab 600, LLC, has submitted an Application for a Planned Unit Development and Concept Plan for the Willow Reserve Estates Planned Unit Development which is under review by the Kane County Land Use Authority; and

**WHEREAS**, as part of the Application, Kanab, 600, LLC is requesting PUD Residential 1, PUD Multi-Residential and PUD Commercial 2 zoning designations or zone changes to the property within the Application; and

**WHEREAS**, the Kane County Planning Commission held a duly notice public hearing and made recommendations to the Board of County Commissioners regarding the zone change and concept plan portion of the Application; and

**WHEREAS**, the Kane County Board of Commissioners finds that the requested zone change is in accordance with the Kane County Land Use Ordinance and Kane County General Plan and the Kane County Board of Commissioners desires to implement the zone changes as set forth below; and

**WHEREAS**, the zoning as set forth in this ordinance will automatically revert back to Residential 1 zoning if the full Application is not approved, or if the Applicant does not proceed with the project within one year of approval; and

**WHEREAS**, the statutory authority for enacting this ordinance is Utah State Code §§ 17-27a-201 through 205, 17-27a-308, 17-27a-505, and 17-53-201;

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

**Parcels:** 4-5-6-1 and 4-5-5-2

**Acres:** 596+/-

**LEGAL DESCRIPTION:**

**REVISED DESCRIPTION PARCEL 4-5-6-1**

A PARCEL OF LAND, SITUATE IN SEC 6, & IN THE W 1/2 OF SEC 5 T44S R5W SLB&M, MORE PARTICULARLY DESC'D AS FOLLOWS: BEG AT THE FOUND 3" ALUMINUM TALBOT LAND SURVEYORS MONUMENT, STAMPED RLS 165634, DATED 1997, AT THE S 1/4 COR OF SEC 5 T44S R5W SLB&M, & RUN TH N 88°00'26" W 2633.05 FT ALG THE MEASURED SEC LINE, FOLLOWING, M/L, AN EXISTING FENCE LINE TO THE FOUND 3" ALUMINUM TALBOT LAND SURVEYORS MONUMENT, STAMPED RLS 165634, DATED 2007, AT THE COR OF SEC'S 5, 6, 7, & 8; TH N 0°48'25" E 661.17 FT ALG THE MEASURED SEC LINE, TO THE S-S 64TH COR OF SEC'S 5 & 6; TH N 89°09'03" W 2639.55 FT ALG THE 64TH SEC LINE, TO THE C-S-S 64TH COR OF SEC 6; TH N 0°55'06" E 1966.27 FT ALG THE MEA 5/8" REBAR & CAP, STAMPED IRON ROCK PLS 5661917; TH N 89°03'40" W 2438.83 FT, RUN PARALLEL WITH & 16.50 FT PERPENDICULARLY DISTANT S'LY FROM THE MEASURED 1/4 SEC LINE TO ANOTHER FOUND REBAR & IRON ROCK CAP; TH S 34°55'44" W 291.93 FT TO ANOTHER

FOUND REBAR & IRON ROCK CAP, LYING ON THE SEC LINE; TH N 0°30'59" E 258.55 FT ALG THE SEC LINE TO ANC AT THE W 1/4 COR OF SEC 6; TH S 89°03'40" E 2603.94 FT ALG THE MEASURED 1/4 SEC LINE & THE S LINE OF THE CRIMSON ESTATES SUBDIVISION, PHASES 1, 2, & 3, TO THE FOUND 3" ALUMINUM ALPHA ENG MONUMENT, STAMPED PLS 174919, WITH NO DATE, AT THE CENTER 1/4 COR OF SEC 6; TH N 0°55'00" E 2594.43 FT ALG THE MEASURED 1/4 SEC LINE & THE E LINE OF THE CRIMSON ESTATES SUBDIVISION PHASE 3, TO A PT LOCATED 40.00 FT S ALG THE 1/4 SEC LINE FROM THI AT THE N 1/4 COR OF SEC 6; TH S 89°06'17" E 278.25 FT RUN PARALLEL WITH & 40.00 FT PERPENDICULARLY DISTANT S'LY FROM THE MEASURED SEC LINE; TH S 0°55'00" W 2594.13 FT RUN PARALLEL W DISTANT E'LY FROM THE MEASURED 1/4 SEC LINE, TO THE E-W 1/4 SEC LINE; TH S 0°55'06" W 1952.85 FT RUN PAR PERPENDICULARLY DISTANT E'LY FROM THE MEASURED QUARTER SEC LINE; TH S 89°09'03" E 2391.24 FT; TH S C WITH & 30.00 FT PERPENCICULARLY DISTANT E'LY FROM THE MEASURED SEC LINE; TH S 88°00'26" E 2198.03 FT, RUN PARALLEL WITH & 30.00 FT PERPENCICULARLY DISTANT N'LY FROM THE MEASURED SEC LINE; TH N 0°47'51" E 5260.10 FT, RUN PARALLEL WITH & 404.92 FT PERPENDICULARLY DISTANT W'LY FROM THE MEASURED 1/4 SEC LINE; TH S 89°23'33" E 404.92 FT, RUN PARALL DISTANT S'LY FROM THE MEASURED SEC LINE, TO A PT ON THE MEASURED 1/4 SEC LINE, LOCATED S 0°47'51" W 40.00 FT ALG THE 1/4 SEC LINE FROM A FOUND 5/8" REBAR & IRON ROCK CAP AT THE N 1/ FT ALG THE MEASURED 1/4 SEC LINE TO THE PT OF BEG. PARCEL CONTAINS: 3,638,081 SQ FT, OR 83.52 AC. LESS ANY PORTION WITHIN THE NORTH 40.0 FT OF SEC 5 T44S R5W SUBJ TO GARKANE EASEMENT WITHIN THE N 50.0' OF THE W/2 OF SEC 5 & THE E/2 OF SEC 6 T44S R5W (SEE 0558-1

A PARCEL OF LAND, SITUATED IN SEC 6, & IN THE W 1/2 OF SEC 5 T44S R5W SLB&M, MORE PARTICULARLY DESC'D AS FOLLOWS: BEG AT A PT WH IS LOCATED S 0°49'58" W 40.00 FT ALG THE MEASURED SEC LINE FROM THE FOUND MAG NAIL & WASHER, STAMPED PLS 5561917, AT THE NW COR OF SEC 5 T44S R5W SLB&M, & RUN: TH S 89°23'33" E 2225.55 FT, RUN PARALLEL WITH & 40.00 FT PERPENDICULARLY DISTANT S'LY FROM THE MEASURED SEC LINE; TH S 0°47'51" W 5260.10 FT, RUN PARALLEL WITH & 404.92 FT PERPENDICULARLY DISTANT W'LY FROM THE MEASURED 1/4 SEC LINE; TH N 88°00'26" W 2198.03 FT, RUN PARALLEL WITH & 30.00 FT PERPENDICULARLY DISTANT N'LY FROM THE MEASURED SEC LINE; TH N 0°48'25" E 661.77 FT, RUN PARALLEL WITH & 30.00 FT PERPENCICULARLY DISTANT E'LY FROM THE MEASURED SEC LINE; TH N 89°09'03" W 2391.24 FT; TH N 0°55'06" E 1952.85 FT, RUN PARALLEL WITH & 278.25 FT PERPENDICULARLY DISTANT E'LY FROM THE MEASURED 1/4 SEC LINE, TO THE E-W 1/4 SEC LINE; TH N 0°55'00" E 2594.13 FT, RUN PARALLEL WITH & 278.25 FT PERPENDICULARLY DISTANT E'LY FROM THE MEASURED 1/4 SEC LINE; TH S 89°06'17" E 2353.64 FT, RUN PARALLEL WITH & 40.00 FT PERPENDICULARLY DISTANT S'LY FROM THE MEASURED SEC LINE, TO THE POING OF BEG. PARCEL CONTAINS: 22,349,405 SQ FT OR 513.07 AC. LESS ANY PORTION WITHIN THE NORTH 40.0 FT OF SEC 5 T44S R5W SUBJ TO GARKANE EASEMENT WITHIN THE N 50.0' OF THE W/2 OF SEC 5 & THE E/2 OF SEC 6 T44S R5W (SEE 0558-908)

**Set forth in Exhibit A (attached)**

The above stated parcels are hereby rezoned as zones PUD Residential 1, PUD Multi-Residential and PUD Commercial 2 as set forth on Exhibit B in the development agreement.

The Land Use Administrator and GIS Director are directed to change the official zoning map for Kane County as set forth herein.

In the event that the Application is not approved, or in the event that the Application is approved and the Applicant does not proceed with the project within one year of approval, the zoning on the lots and parcels set forth here in shall revert to the zoning designations in place prior to this ordinance.

**Set forth in Exhibit B (attached)**

Concept Plan

---- END OF ORDINANCE ----

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

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
Chameill Lamb

---

Wade Heaton, Chair  
Board of Commissioners  
Kane County

Commission Heaton voted \_\_\_\_\_  
Commissioner Kabeja voted \_\_\_\_\_  
Commissioner Meyeres voted \_\_\_\_\_

December 21, 2022

Kane County  
971 E Kaneplex Dr.  
Kanab, UT 84741  
Attn: Shannon McBride

Re: Kanab 600, LLC Planned Unit Development Application Resubmission

Dear Shannon:

Kanab 600, LLC is pleased to present the following PUD application for your consideration. As you will notice, not much has changed since the previous submission of this application, however, we have made small but meaningful changes.

The first change made is the adoption of the Kanab City outdoor lighting ordinance. We love the dark sky and would love to preserve as much of it as possible. We felt like the Kanab City ordinance captures what we want to accomplish in an ordinance that is already familiar with most people in this area. Our intent with Willow Reserve Estates is and always has been to create a strong community where people want to live while retaining as much natural beauty as possible. We believe that the dark sky is part of that natural beauty.

Fire safety is also very important to us and those that live in this area. While we were working with the County, District and Kanab City before, we are adding a building to our plans to show that we are willing to help with fire safety where possible. We will add a storage building during the phase 3 buildout that will promote fire safety. We will lease this building to whomever will be responsible for fire safety in the area. We intend to lease this building at little or no cost to the governing body. This should provide additional safety to not only Willow Reserve Estates, but also to the entire community surrounding us.

The PUD process is important for county planning and design. For this reason, we have not made changes to several areas of the plan including lot size and multi-family units. We are focused on providing affordable housing options, and keeping smaller sizes is the best way to accomplish this. It's important to remember that we have dedicated over 20% of the area to open space. We are firmly in compliance with the Kane County PUD covenants.

We look forward to working with the county and others to make Willow Reserve Estates one of the best places to live in Kane County. We love the area and want the best for it.

Very truly yours,



---

M. Chad Staheli



CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.  
Know what's below.  
Call before you dig.

# WILLOW RESERVE ESTATES

KANAB, UTAH

## INDEX OF DRAWINGS

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C-100	SITE PLAN	C-302	OFF-SITE UTILITY PLAN
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C-102	SITE PLAN	C-401	DETAILS
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C-106	SITE PLAN	L-200	LANDSCAPING DETAILS
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C-108	ACCELERATION LANE SITE PLAN	A-100	ARCHITECTURAL CONCEPT ELEVATIONS
		A-101	ARCHITECTURAL CONCEPT ELEVATIONS

## NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS. THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAH REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

FOR REVIEW  
NOT FOR CONSTRUCTION

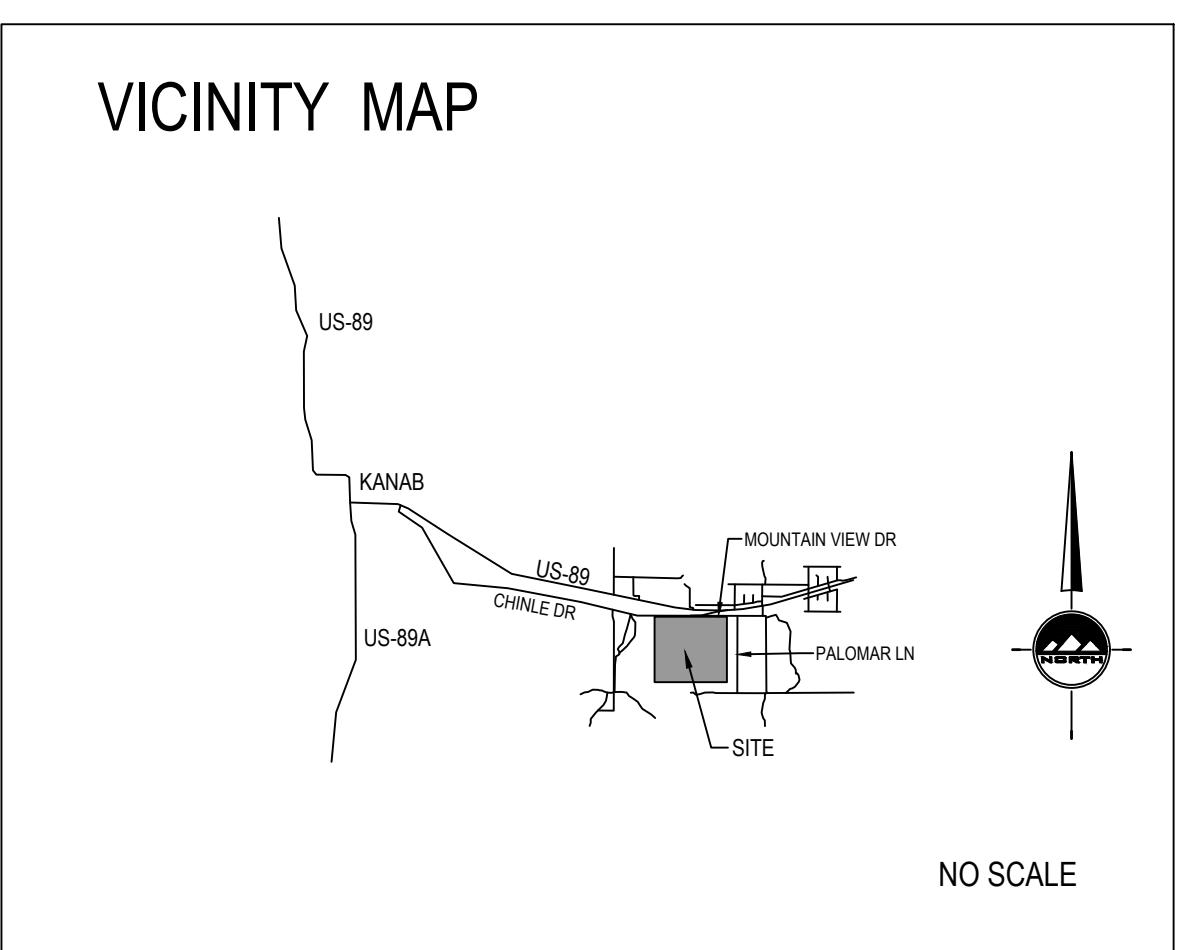
DATE PRINTED  
December 20, 2022

## NOTICE TO DEVELOPER/ CONTRACTOR

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

## UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



WILLOW RESERVE  
ESTATES

KANAB, UTAH

WWW.ENSIGNENG.COM  
FOR:  
MOUNTAIN VENTURES

CONTACT:  
OSCAR COVARRUBIAS  
PHONE: 801-628-0234

2022-12-20 CONCEPT

NO. DATE REVISION  
1 2022.12.20 REVISION 1

COVER

PROJECT NUMBER 11370A PRINT DATE 12/20/22  
DRAWN BY B. HOFFMAN CHECKED BY B. REES  
PROJECT MANAGER K. CHAPPELL

## GENERAL NOTES

- ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: THE DESIGN ENGINEER, LOCAL AGENCY JURISDICTION, APWA (CURRENT EDITION), AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.). THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. THE LATEST EDITION OF ALL STANDARDS AND SPECIFICATIONS MUST BE ADHERED TO. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
- CONTRACTOR TO STRICTLY FOLLOW THE MOST CURRENT COPY OF THE SOILS REPORT FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO, CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH SOILS REPORT.
- CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFORE SUBMITTING BID.
- CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE CITY, STATE, OR COUNTY REGULATIONS FOR WORKING IN THE PUBLIC WAY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS. WET DOWN DRY MATERIALS AND RUBBISH TO PREVENT BLOWING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES.
- THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.
- ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED, OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
- ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
- NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.
- EXISTING UTILITY INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND/OR UTILITY MAPPING PROVIDED TO THE ENGINEER, AND THEREFORE UTILITIES MAY NOT BE LOCATED CORRECTLY, EITHER HORIZONTALLY OR VERTICALLY, AND MAY NOT BE ALL INCLUSIVE. CONTRACTOR IS REQUIRED TO FOLLOW THE PROCEDURE OUTLINED BELOW:
- CONTRACTOR IS REQUIRED TO LOCATE AND POTHOLE ALL EXISTING UTILITY LINES (BOTH HORIZONTALLY AND VERTICALLY) THAT AFFECT THE PROJECT CONSTRUCTION, EITHER ON-SITE OR OFF-SITE, AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE DESIGN OF THE SITE AS SHOWN ON THE APPROVED PLANS PRIOR TO ANY CONSTRUCTION. IF IT IS DETERMINED THAT CONFLICTS EXIST BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) THE ENGINEER MUST BE NOTIFIED IMMEDIATELY TO CORRECT THE CONFLICTS BEFORE ANY WORK CAN BEGIN. IF THE CONTRACTOR FAILS TO FOLLOW THE ABSOLUTE REQUIREMENTS AND CONFLICTS ARISE DURING CONSTRUCTION THE CONTRACTOR SHALL BEAR THE FULL RESPONSIBILITY TO FIX THE CONFLICT.
- CONTRACTOR IS REQUIRED TO VERIFY THAT PROPER COVER AND PROTECTION OF EXISTING UTILITY LINES IS MAINTAINED OR ATTAINED WITHIN THE DESIGN ONCE VERIFICATION OF THE EXISTING UTILITIES IS COMPLETED AS OUTLINED IN 16.1 ABOVE.
- IN ADDITION TO 16.1 AND 16.2 ABOVE THE CONTRACTOR WILL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY "POTHOLING" A MINIMUM OF 300 FEET AHEAD OF PROPOSED PIPELINE CONSTRUCTION TO AVOID POTENTIAL CONFLICTS WITH DESIGNED PIPELINE ALIGNMENT AND GRADE AND EXISTING UTILITIES.
- IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) AS DETERMINED UNDER 16.1, 16.2 OR 16.3 THE CONTRACTOR WILL NOTIFY THE ENGINEER IMMEDIATELY TO RESOLVE THE CONFLICT.
- IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO IDENTIFY AND/OR "POTHOLE" EXISTING UTILITIES AS REQUIRED IN 16.1, 16.2 AND 16.3 ABOVE, THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.
- ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
- AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
- CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT REQUIRED BY THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
- IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
- WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
- CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETED RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
- WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
- ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE.
- ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL TREES FROM DAMAGE.
- ASPHALT MIX DESIGN MUST BE SUBMITTED AND APPROVED BY THE GOVERNING AGENCY PRIOR TO THE PLACEMENT.
- CONTRACTORS ARE RESPONSIBLE FOR ALL OSHA REQUIREMENTS ON THE PROJECT SITE.
- A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE AS WELL AS A STORM WATER POLLUTION PREVENTION PLAN.

## UTILITY NOTES

- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS, CITY AND STATE REQUIREMENTS AND THE MOST RECENT EDITIONS OF THE FOLLOWING: THE INTERNATIONAL PLUMBING CODE, UTAH DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS. THE CONTRACTOR IS REQUIRED TO ADHERE TO ALL OF THE ABOVE-MENTIONED DOCUMENTS UNLESS OTHERWISE NOTED AND APPROVED BY THE ENGINEER.
- CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO, CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH SOILS REPORT.
- EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS BASED ON ON-SITE SURVEY. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
- CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT CONTRACTOR'S EXPENSE.
- TRENCH BACKFILL MATERIAL AND COMPACTION TESTS ARE TO BE TAKEN PER APWA STANDARD SPECIFICATIONS (CURRENT EDITION), SECTION 33 05 20 - BACKFILLING TRENCHES, OR AS REQUIRED BY THE GEOTECHNICAL REPORT IF NATIVE MATERIALS ARE USED. NO NATIVE MATERIALS ARE ALLOWED IN THE PIPE ZONE. THE MAXIMUM LIFT FOR BACKFILLING EXCAVATIONS IS DETERMINED BY THE GEOTECHNICAL RECOMMENDATIONS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES AND FOR THE PROTECTION OF WORKERS.
- THE CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNING ENTITY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE, CAUSED BY ANY CONDITION INCLUDING SETTLEMENT, TO EXISTING UTILITIES FROM WORK PERFORMED AT OR NEAR EXISTING UTILITIES. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE ROADWAY AND UTILITY FACILITIES. DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID FACILITIES.
- ALL WATER LINE AND SEWER LINE INSTALLATION AND TESTING TO BE IN ACCORDANCE WITH LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- ALL MANHOLES, HYDRANTS, VALVES, CLEANOUT BOXES, CATCH BASINS, METERS, ETC. MUST BE RAISED OR LOWERED TO FINAL GRADE PER APWA (CURRENT EDITION) STANDARDS AND INSPECTOR REQUIREMENTS. CONCRETE COLLARS MUST BE CONSTRUCTED ON ALL MANHOLES, CLEANOUT BOXES, CATCH BASINS, AND VALVES PER APWA STANDARDS. ALL MANHOLE, CATCH BASIN, OR CLEANOUT BOX CONNECTIONS MUST BE MADE WITH THE PIPE CUT FLUSH WITH THE INSIDE OF THE BOX AND GROUTED OR SEALED.
- CONTRACTOR SHALL NOT ALLOW ANY GROUNDDWATER OR DEBRIS TO ENTER THE NEW OR EXISTING PIPE DURING CONSTRUCTION.
- SILT AND DEBRIS ARE TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
- CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
- EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN Dewatered CONDITIONS.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
- ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, EDGE TO EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, CONSTRUCT PER GOVERNING AGENCY'S MINIMUM SEPARATION STANDARDS.
- CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
- ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
- CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

## TRAFFIC CONTROL AND SAFETY NOTES

- TRAFFIC CONTROL AND STRIPING TO CONFORM TO THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
- BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT M.U.T.C.D.
- NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE APPROPRIATE AGENCY, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.
- THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.
- DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLATION OF TEMPORARY STREET STRIPING AND REMOVAL OF INTERFERING STRIPING BY SANDBLASTING. THE DETOURING STRIPING PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE GOVERNING AGENCY FOR REVIEW AND APPROVAL.
- ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE GOVERNING AGENCY.
- TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.
- ALL PERMANENT TRAFFIC CONTROL DEVICES CALLED FOR HEREON SHALL BE IN PLACE AND IN FINAL POSITION PRIOR TO ALLOWING ANY PUBLIC TRAFFIC ONTO THE PORTIONS OF THE ROAD(S) BEING IMPROVED HEREUNDER, REGARDLESS OF THE STATUS OF COMPLETION OF PAVING OR OTHER OFF-SITE IMPROVEMENTS CALLED FOR BY THESE PLANS.
- THE CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTAH TRANSIT AUTHORITY (UTA) IF THE CONSTRUCTION INTERRUPTS OR RELOCATES A BUS STOP OR HAS AN ADVERSE EFFECT ON BUS SERVICE ON THAT STREET TO ARRANGE FOR TEMPORARY RELOCATION OF STOP.
- WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
- ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE.
- ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL TREES FROM DAMAGE.
- ASPHALT MIX DESIGN MUST BE SUBMITTED AND APPROVED BY THE GOVERNING AGENCY PRIOR TO THE PLACEMENT.
- CONTRACTORS ARE RESPONSIBLE FOR ALL OSHA REQUIREMENTS ON THE PROJECT SITE.
- A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE AS WELL AS A STORM WATER POLLUTION PREVENTION PLAN.

## GRADING AND DRAINAGE NOTES

- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL RELATED ADDENDUMS.
- THE CONTRACTOR SHALL STRIP AND CLEAR THE TOPSOIL, MAJOR ROOTS AND ORGANIC MATERIAL FROM ALL PROPOSED BUILDING AND PAVEMENT AREAS PRIOR TO SITE GRADING. (THE TOPSOIL MAY BE STOCKPILED FOR LATER USE IN LANDSCAPED AREAS.)
- THE CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIALS PRIOR TO PLACING GRADE FILL OR BASE COURSE. THE AREA SHOULD BE PRO-ROLLED TO IDENTIFY ANY SOFT AREAS. WHERE SOFT AREAS ARE ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE SOIL AND REPLACE WITH COMPACTED FILL.
- ALL DEBRIS PILES AND BERM'S SHOULD BE REMOVED AND HAULED AWAY FROM SITE OR USED AS GENERAL FILL IN LANDSCAPED AREAS.
- THE CONTRACTOR SHALL CONSTRUCT THE BUILDING PAD TO THESE DESIGN PLANS AS PART OF THE SITE GRADING CONTRACT, AND STRICTLY ADHERE TO THE SITE PREPARATION AND GRADING REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT.
- THE CONTRACTOR SHALL GRADE THE PROJECT SITE TO PROVIDE A SMOOTH TRANSITION BETWEEN NEW AND EXISTING ASPHALT, CURB AND GUTTER, AND ADJOINING SITE IMPROVEMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND DEBRIS ON ADJACENT STREETS WHEN EQUIPMENT IS TRAVELING THOSE STREETS.
- THE CONTRACTOR SHALL BE FAMILIAR WITH ALL CONDITIONS AND RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT AND TAKE ALL NECESSARY PRECAUTIONS AND RECOMMENDED PROCEDURES TO ASSURE SOUND GRADING PRACTICES.
- THE CONTRACTOR SHALL TAKE APPROPRIATE GRADING MEASURES TO DIRECT STORM SURFACE RUNOFF TOWARDS CATCH BASINS.
- THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON ON-SITE SURVEY. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN THE LIMITS OF THIS PROJECT AND THE RELATED OFF-SITE WORK, SO AS TO GENERATE THE DESIRED SUBGRADE, FINISH GRADES, AND SLOPES SHOWN.
- THE CONTRACTOR IS WARNED THAT AN EARTHWORK BALANCE WAS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL REQUIRED OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS BECOMES THE RESPONSIBILITY OF THE CONTRACTOR.
- THE GRADING CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH THE OWNER TO PROVIDE FOR THE REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ASSOCIATED PERMIT. ALL CONTRACTOR ACTIVITIES 1 ACRE OR MORE IN SIZE ARE REQUIRED TO PROVIDE A STORM WATER POLLUTION PREVENTION PLAN.
- ALL CUT AND FILL SLOPES SHALL BE PROTECTED UNTIL EFFECTIVE EROSION CONTROL HAS BEEN ESTABLISHED.
- THE USE OF POTABLE WATER WITHOUT A SPECIAL PERMIT FOR BUILDING OR CONSTRUCTION PURPOSES INCLUDING CONSOLIDATION OF BACKFILL OR DUST CONTROL IS PROHIBITED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WATER FROM GOVERNING AGENCY.
- THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHT-OF-WAYS IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY-OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE, AND USABLE CONDITION.

## ABBREVIATIONS

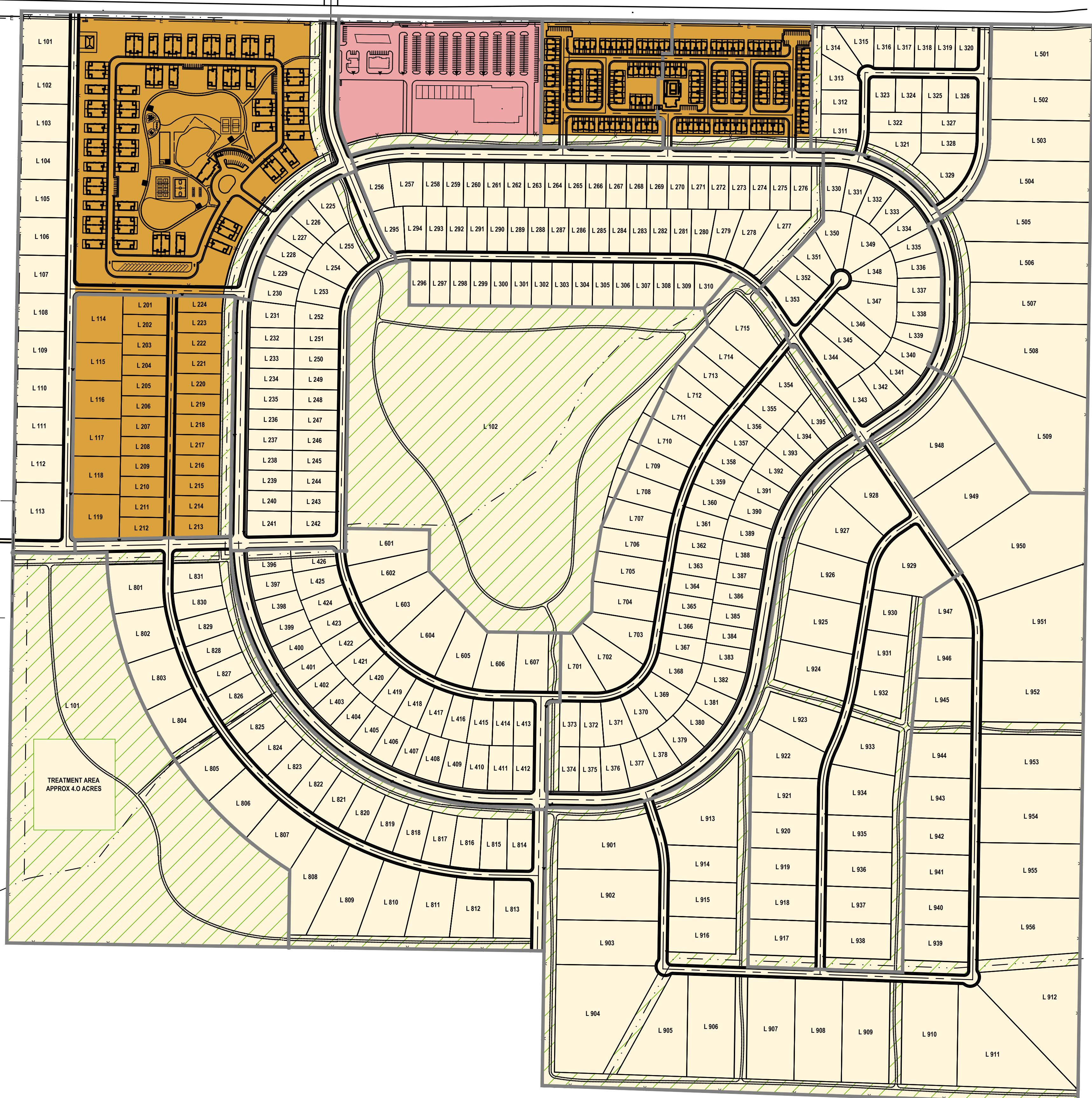
APWA	AMERICAN PUBLIC WORKS ASSOCIATION
AR	ACCESSIBLE ROUTE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWWA	AMERICAN WATER WORKS ASSOCIATION
BOS	BOTTOM OF STEP
BVC	BEGIN VERTICAL CURVE
C	CURVE
CB	CATCH BASIN
CF	CUBE, FACE OR CUBIC FEET
CL	CENTER LINE
CO	CLEAN OUT
COMM	COMMUNICATION
CONC	CONCRETE
CONT	CONTINUOUS
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
ELEC	ELECTRICAL
ELEV	ELEVATION
EQA	EDGE OF ASPHALT
EVC	END OF VERTICAL CURVE
EW	EACH WAY
EXIST	EXISTING
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE OR FLANGE
GB	GRADE BREAK
GF	GARAGE FLOOR
GV	GATE VALVE
HC	HANDICAP
HP	HIGH POINT
IRR	IRRIGATION
K	RATE OF VERTICAL CURVATURE
LD	LAND GRAIN
LF	LINEAR FEET
LP	LOW POINT
MEX	MATCH EXISTING
MH	MANHOLE
MJ	MECHANICAL JOINT
NG	NATURAL GROUND
NIC	NOT IN CONTRACT
NO	NUMBER
OC	ON CENTER
OCEW	ON CENTER EACH WAY
OHP	OVERHEAD POWER
PC	POINT OF CURVATURE OR PRESSURE CLASS
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
PIV	POST INDICATOR VALVE
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PRO	PROPOSED
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
R	RADIUS
RD	ROOF DRAIN
ROW	RIGHT OF WAY
S	SLOPE
SAN SWR	SANITARY SEWER
SD	STORM DRAIN
SEC	SECONDARY
SS	SANITARY SEWER
STA	STATION
SW	SECONDARY WATER LINE
TBC	TOP BACK OF CURB
TOG	TOP OF GRATE
TOA	TOP OF ASPHALT
TOC	TOP OF CONCRETE
TOF	TOP OF FOUNDATION
TOW	TOP OF WALL
TOS	TOP OF STEP
TYP	TYPICAL
VC	VERTICAL CURVE
WIV	

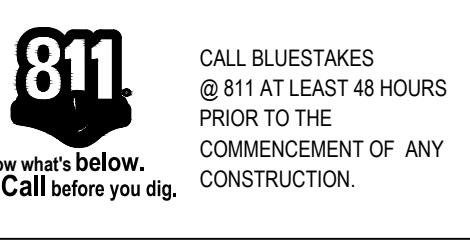
SITE SUMMARY	
Total Site Area	596.59 Acre
Total Units	583 Units
Gross Density	0.98 du/ac
Total Open Space	119.57 Acres
Open Space %	20
PUD - R1	516.07 Acres
PUD - MR	67.89 Acres
PUD - C2	12.63 Acres
Residential Units	334
Multi-Family Units	156
Vacation Rentals	93
Total Units	583

**COMMERCIAL USES:**

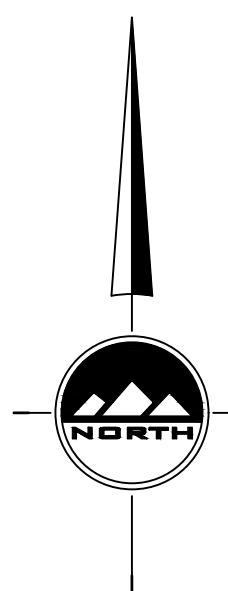
- 1 Administrative, executive, professional, medical and research offices
- 2 Banking and other financial institutions
- 3 Churches, temples
- 4 Mobile food vendor
- 5 Parking lots for approved principal uses
- 6 Public buildings and offices
- 7 Public park, playground or recreation facilities
- 8 Public utility service and maintenance facilities
- 9 Restaurants
- 10 Retail sale and/or rental of goods, merchandise and equipment conducted wholly within an enclosed building
- 11 Tour Companies without ATV/UHV rentals
- 12 Auditoriums, conference rooms, museums, theaters, libraries and community social centers
- 13 Car wash (large)
- 14 Propane storage tanks
- 15 Repairing, renovating, painting and cleaning of goods, merchandise and equipment
- 16 Retail and/or wholesale sale and/or rental of goods, merchandise and equipment, which may include storage and display outside an enclosed building

AREA TO BE OPEN SPACE WITH  
PLANS FOR FUTURE DEVELOPMENT  
(ROADWAY) TO THE WEST

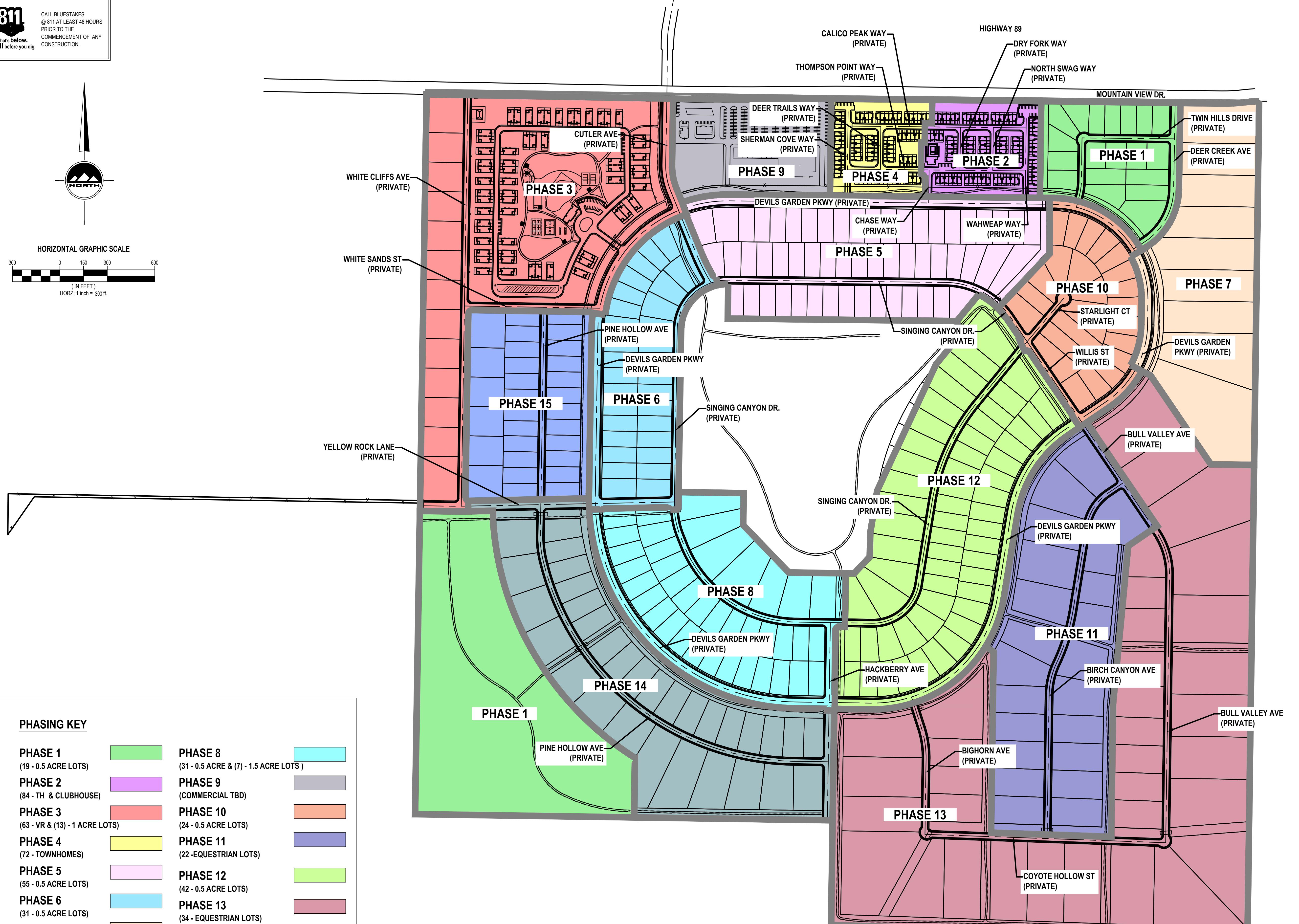




CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.



HORIZONTAL GRAPHIC SCALE  
300 0 150 300 600  
(IN FEET) HORZ: 1 inch = 300 ft.



## WILLOW RESERVE ESTATES

KANAB, UTAH

**ENSIGN**  
THE STANDARD IN ENGINEERING

**RICHFIELD**  
225 N. 100 E.  
Richfield, UT 84701  
Phone: 435.896.2983

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**TOOELE**  
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PHONE: 801-628-0234

2022-12-20 CONCEPT

NO. DATE REVISION  
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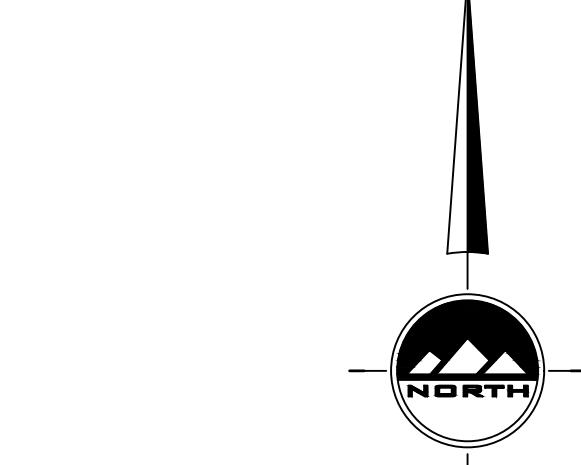
**PHASING PLAN**

PROJECT NUMBER: 11370A PRINT DATE: 12/20/22  
DRAWN BY: B. HOFFMAN CHECKED BY: B. REES  
PROJECT MANAGER: K. CHAPPELL

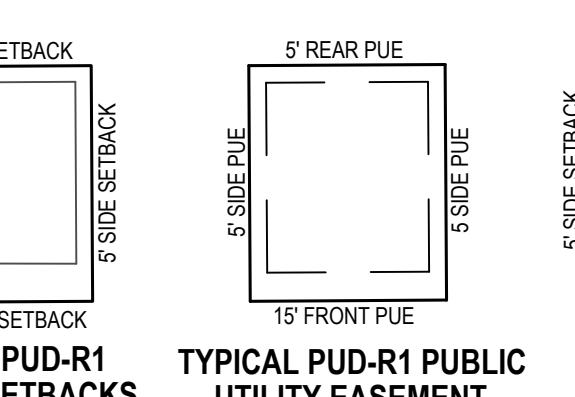
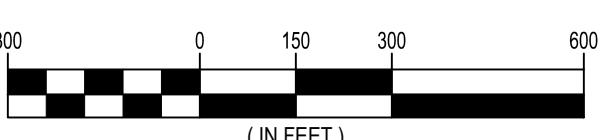
C-003



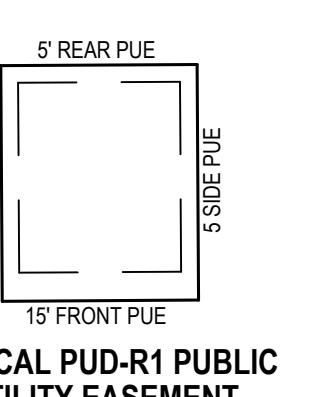
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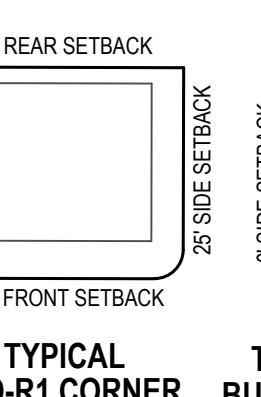
#### HORIZONTAL GRAPHIC SCALE



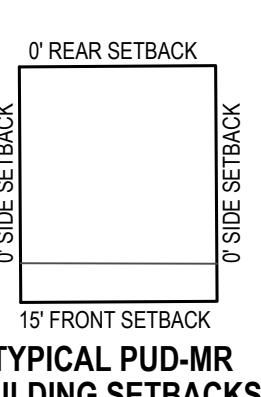
TYPICAL PUD-R1  
BUILDING SETBACKS



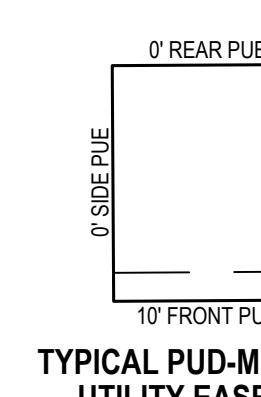
TYPICAL PUD-R1  
PUBLIC  
UTILITY  
EASEMENT



TYPICAL  
PUD-R1  
CORNER  
SETBACKS



TYPICAL PUD-MR  
BUILDING  
SETBACKS



TYPICAL PUD-MR  
PUBLIC  
UTILITY  
EASEMENT

#### YELLOW ROCK LANE (PRIVATE)

BOX CULVERT / BRIDGE

16.5'

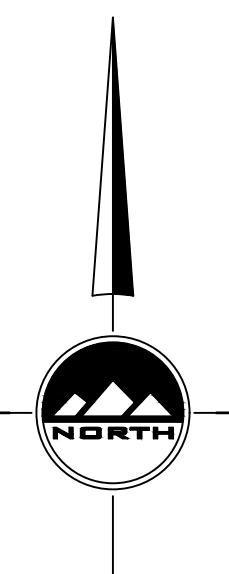
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811

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HORIZONTAL GRAPHIC SCALE  
130 0 65 130 260  
(IN FEET)  
HORZ: 1 inch = 130 ft.

COMMERCIAL SITE PARKING SUMMARY	
PARKING STALLS	418
TOTAL	418

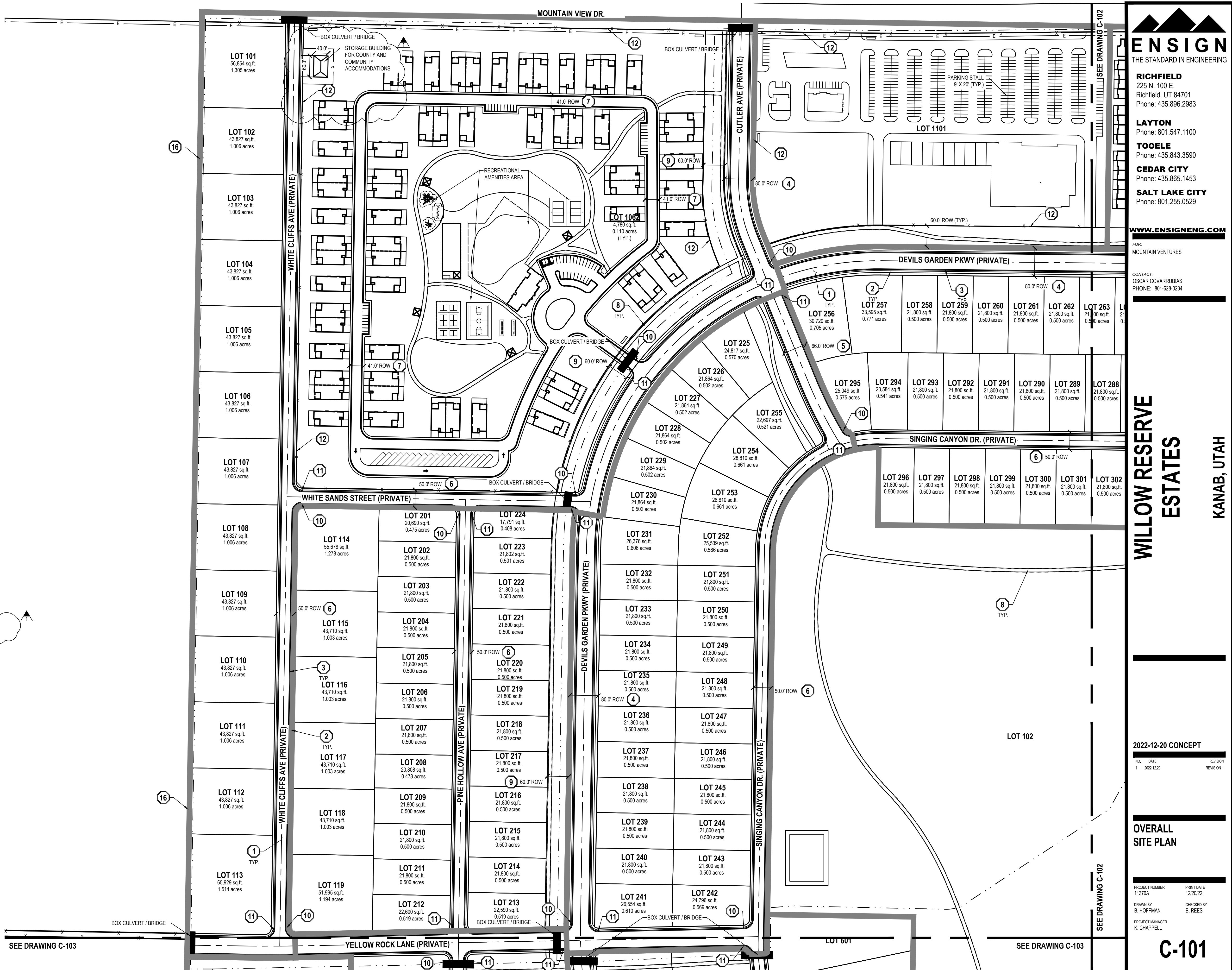
#### GENERAL NOTES

- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
- SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
- ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
- ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
- NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
- THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
- WILLOW ESTATES RESERVE PUD HAS ADOPTED AND WILL IMPLEMENT THE KANAB CITY LIGHTING ORDINANCE.

#### SCOPE OF WORK:

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

- ASPHALT PAVEMENT PER GEOTECHNICAL REPORT AND DETAIL 9/C-400.
- 4" THICK CONCRETE SIDEWALK PER KANE COUNTY STANDARDS AND SPECIFICATIONS. SEE DETAIL 6/C-400
- 30' CURB AND GUTTER PER KANE COUNTY STANDARDS AND SPECIFICATIONS. SEE DETAIL 3/C-400
- 80' ROW PER DETAIL 1/C-400
- 66' ROW PER DETAIL 1/C-400
- 50' ROW PER DETAIL 2/C-400
- 41' ROW PER DETAIL 3/C-400
- 10' WIDE WALKING PATH
- 60' GREEN SPACE ROW PER DETAIL 6/C-402
- STREET LIGHTS, HOODED DARK SKY COMPLIANT (REFER TO NOTE 8 ABOVE)
- \*STOP\* SIGN AND STREET SIGN PER M.U.T.C.D. STANDARD PLANS AND KANE COUNTY STANDARDS AND SPECIFICATIONS FOR PLACEMENT
- INSTALL 6' PRE-CAST OR VINYL FENCE PER DETAIL 07/C-402
- ACCELERATION LANE PER UDOT STANDARDS AND SPECIFICATIONS
- DECELERATION LANE PER UDOT STANDARDS AND SPECIFICATIONS
- PAVEMENT STRIPING AND MERGE ARROW PER UDOT STANDARDS AND SPECIFICATIONS
- INSTALL WOOD POLE OR SPLIT RAIL FENCE PER DETAIL 08/C-402
- SUBDIVISION MONUMENT SIGN PER DETAIL 01/C-403
- MASONRY MONUMENT SIGN WITH DOWN LIGHTING PER DETAIL 02/C-403
- PRE-CAST FENCE MONUMENT SIGN PER DETAIL 03/C-403
- EQUESTRIAN ALUMINUM MONUMENT SIGN PER DETAIL 04/C-403
- POLE MOUNTED SIGN PER DETAIL 05/C-403



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PHONE: 801-628-0234

**WILLOW RESERVE  
ESTATES**

**KANAB, UTAH**

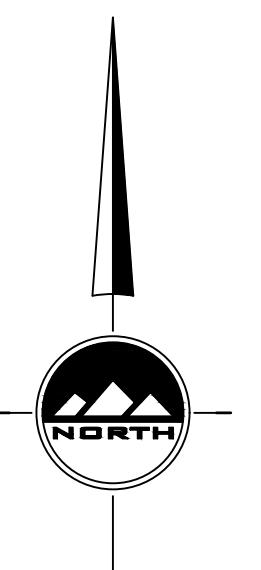
**C-101**



811

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COMMENCEMENT OF ANY  
CONSTRUCTION.

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Call before you dig.



## HORIZONTAL GRAPHIC SCALE



(IN FEET)

HORZ: 1 inch = 130 ft.

SEE DRAWING C-101

BOX CULVERT / BRIDGE

YELLOW ROCK LANE (PRIVATE)

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BOX CULVERT / BRIDGE

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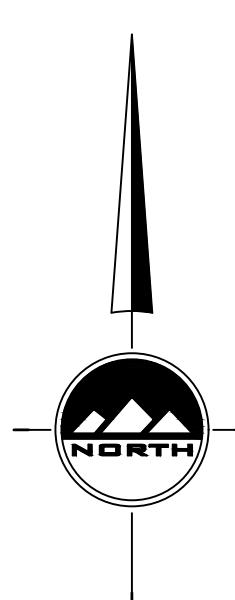
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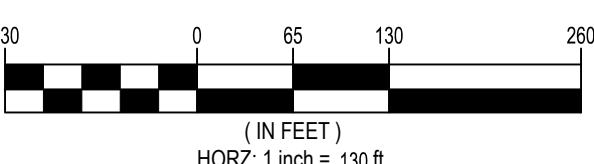
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811

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## HORIZONTAL GRAPHIC SCALE



## GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
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## SCOPE OF WORK:

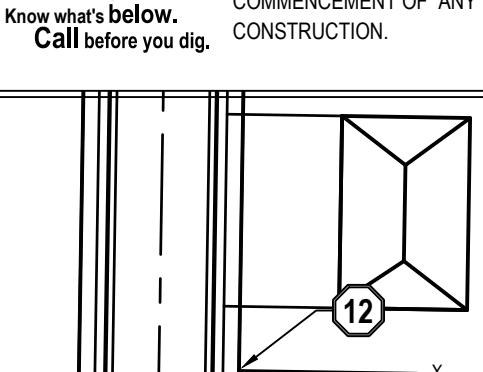
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- 5) 6' ROW PER DETAIL 1/C-400
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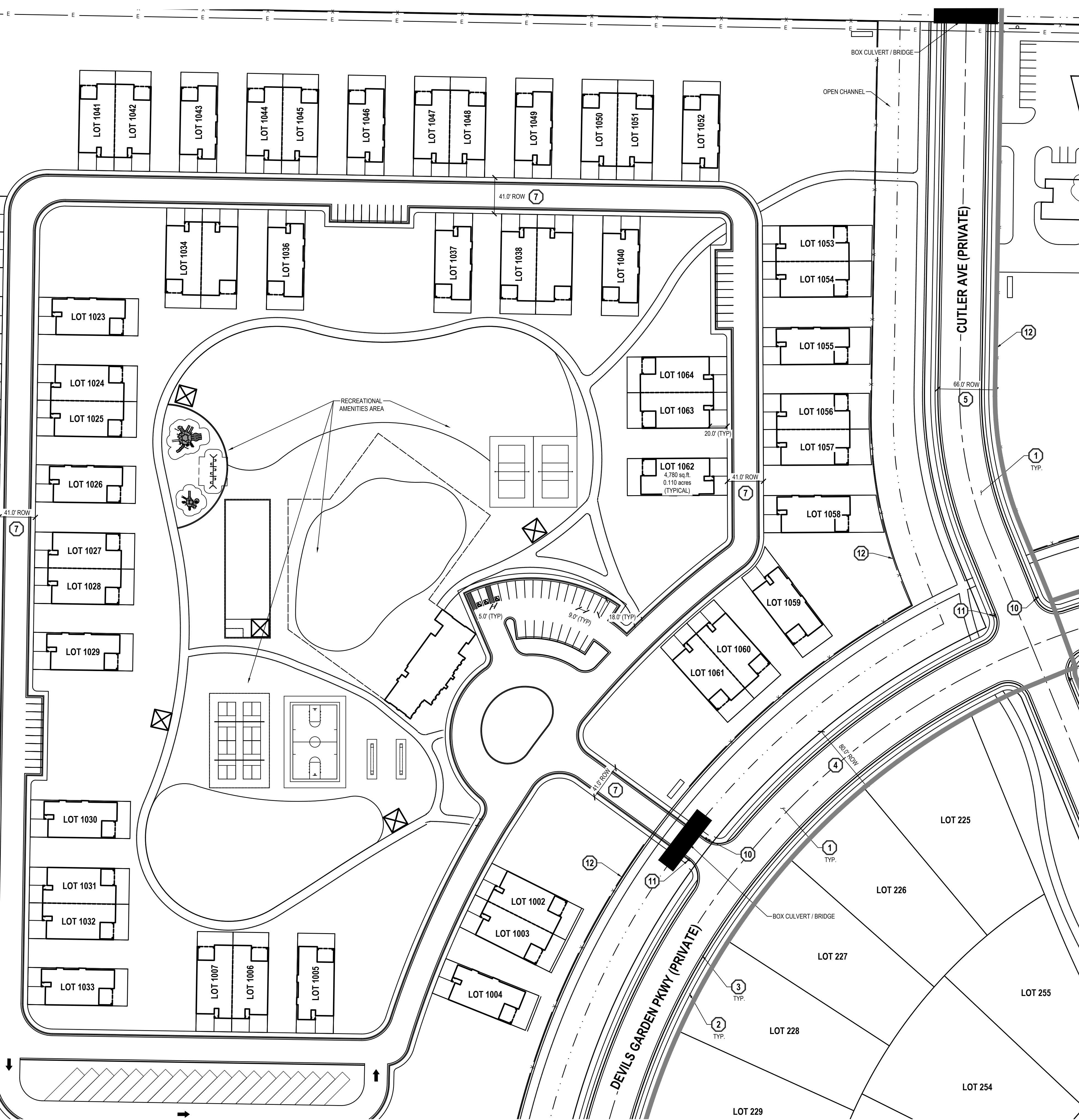
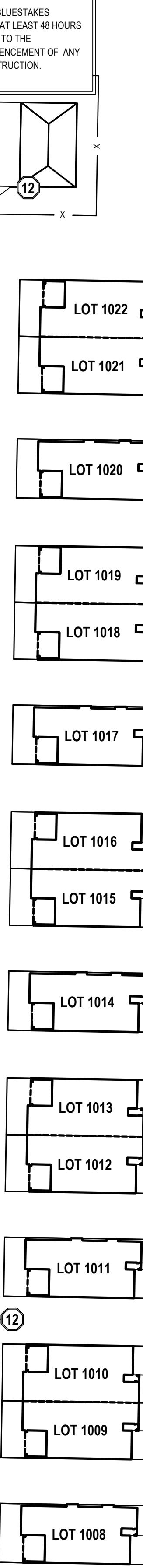


811

CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
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CONSTRUCTION.



WHITE CLIFFS AVE (PRIVATE)



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VACATION SITE PARKING SUMMARY	
STANDARD PARKING STALLS	56
OVERSIZE PARKING STALLS	19
TOTAL	75

NOTE: ALL DWELLINGS SHALL HAVE A MINIMUM OF TWO OFF STREET  
PARKING SPACES PER KANE COUNTY ORDINANCE 9-13-5-B.

WILLOW RESERVE  
ESTATES

KANAB, UTAH

**ENSIGN**  
THE STANDARD IN ENGINEERING

**RICHFIELD**  
225 N. 100 E.  
Richfield, UT 84701  
Phone: 435.896.2983

**LAYTON**  
Phone: 801.547.1100

**TAOSLE**  
Phone: 435.843.3590

**CEDAR CITY**  
Phone: 435.865.1453

**SALT LAKE CITY**  
Phone: 801.255.0529

**WWW.ENSIGNENG.COM**  
FOR:  
MOUNTAIN VENTURES

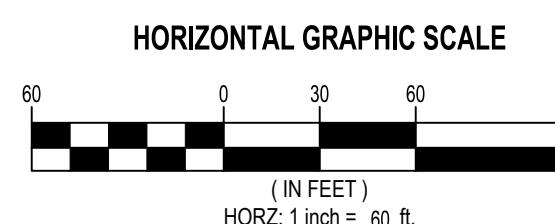
CONTACT:  
OSCAR COVARRUBIAS  
PHONE: 801-628-0234

2022-12-20 CONCEPT

NO. DATE REVISION  
1 2022.12.20 REVISION 1

VACATION RENTALS  
SITE PLAN  
(MR-ZONE)

PROJECT NUMBER 11370A PRINT DATE 12/20/22  
DRAWN BY B. HOFFMAN CHECKED BY B. REES  
PROJECT MANAGER K. CHAPPELL



C-105



CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.

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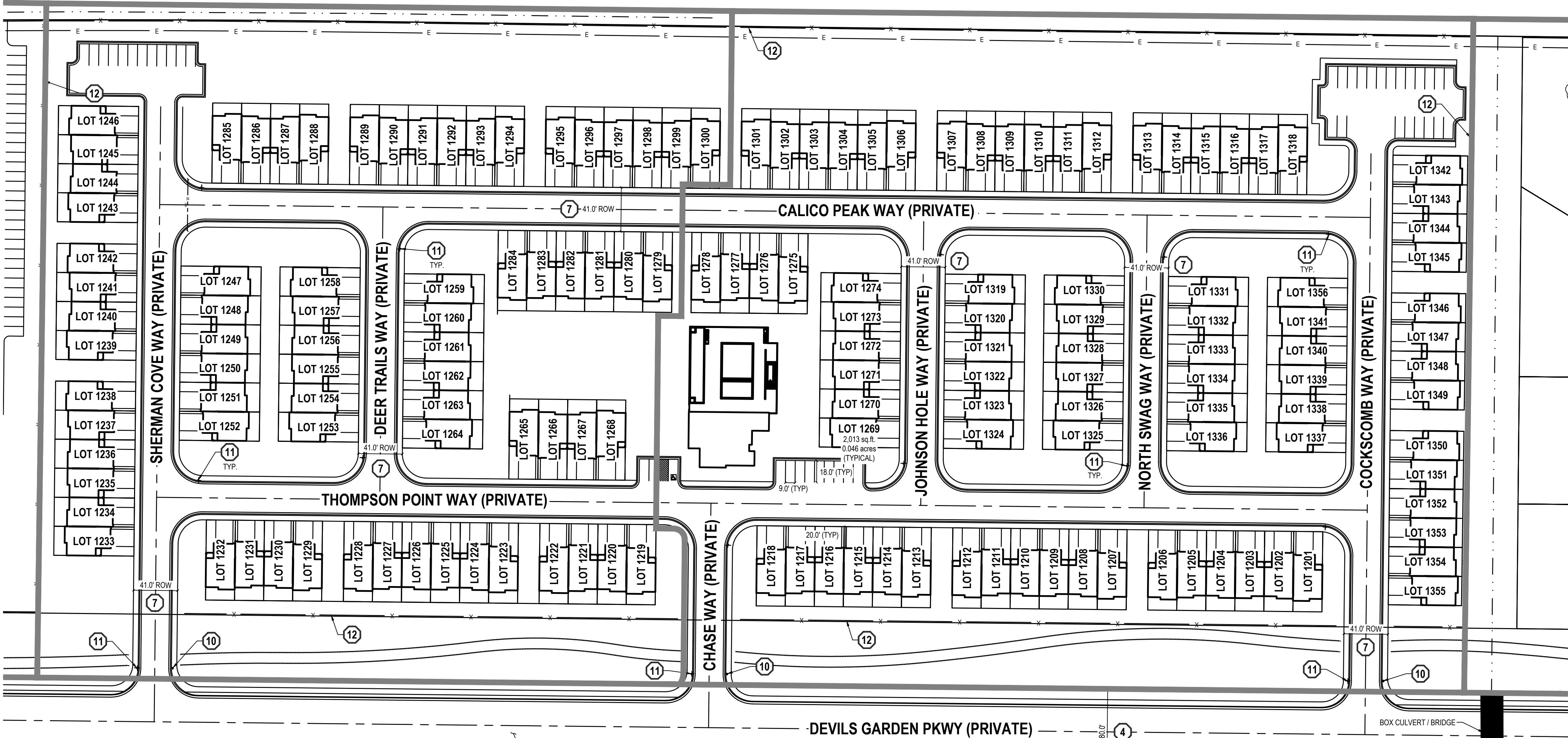
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## MOUNTAIN VIEW DR



<b>TOWNHOME SITE PARKING SUMMARY</b>	
STANDARD PARKING STALLS	44
HANDICAP PARKING STALLS	1
<b>TOTAL</b>	<b>45</b>

NOTE: ALL DWELLINGS SHALL HAVE A MINIMUM OF TWO OFF-STREET  
PARKING SPACES PER KANE COUNTY ORDINANCE 9-13-5-B

# WILLOW RESERVE ESTATES

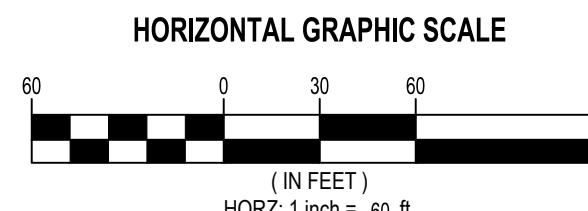
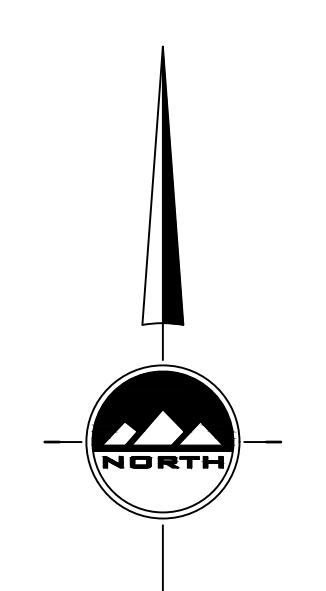
# KANAB, UTAH

2022-12-20 CONCEPT

NO. DATE REVISION

# SITE PLAN TOWNHOMES (MR-ZONE)

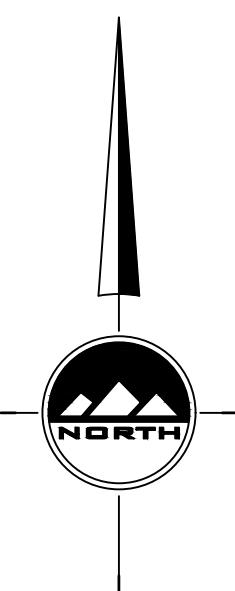
PROJECT NUMBER	PRINT DATE
11370A	12/20/22
DRAWN BY	CHECKED BY
B. HOFFMAN	B. REES
PROJECT MANAGER	
K. CHAPPEL	



**C-106**



CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.



HORIZONTAL GRAPHIC SCALE  
50 0 25 50 100  
(IN FEET)  
HORZ: 1 inch = 50 ft.

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## WILLOW RESERVE ESTATES

KANAB, UTAH



THE STANDARD IN ENGINEERING

**RICHFIELD**  
225 N. 100 E.  
Richfield, UT 84701  
Phone: 435.896.2983

**LAYTON**  
Phone: 801.547.1100

**TOOELE**  
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CONTACT:  
OSCAR COVARUBIAS  
PHONE: 801-628-0234

2022-12-20 CONCEPT

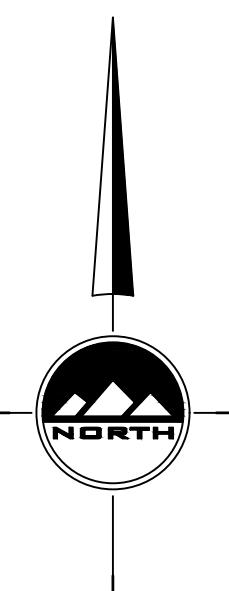
NO. DATE REVISION 1  
1 2022.12.20 12/20/22

DECELERATION LANE  
SITE PLAN

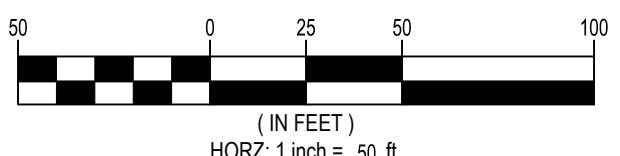
PROJECT NUMBER: 11370A PRINT DATE: 12/20/22  
DRAWN BY: B. HOFFMAN CHECKED BY: B. REES  
PROJECT MANAGER: K. CHAPPELL



**Know what's below.  
Call before you dig.**



## HORIZONTAL GRAPHIC SCALE



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# WILLOW RESERVE ESTATES

## ACCELERATION LANE SITE PLAN

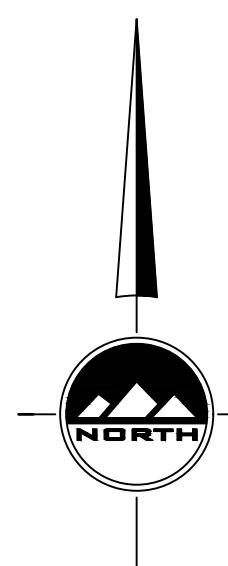
PROJECT NUMBER	PRINT DATE
1370A	12/20/22
DRAWN BY	CHECKED BY
HOFFMAN	B. REES
PROJECT MANAGER	
CHAPPELL	

**C-108**

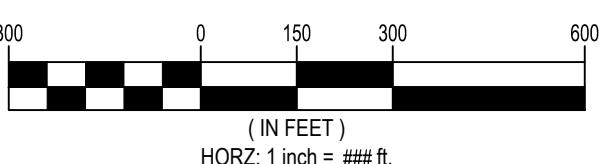


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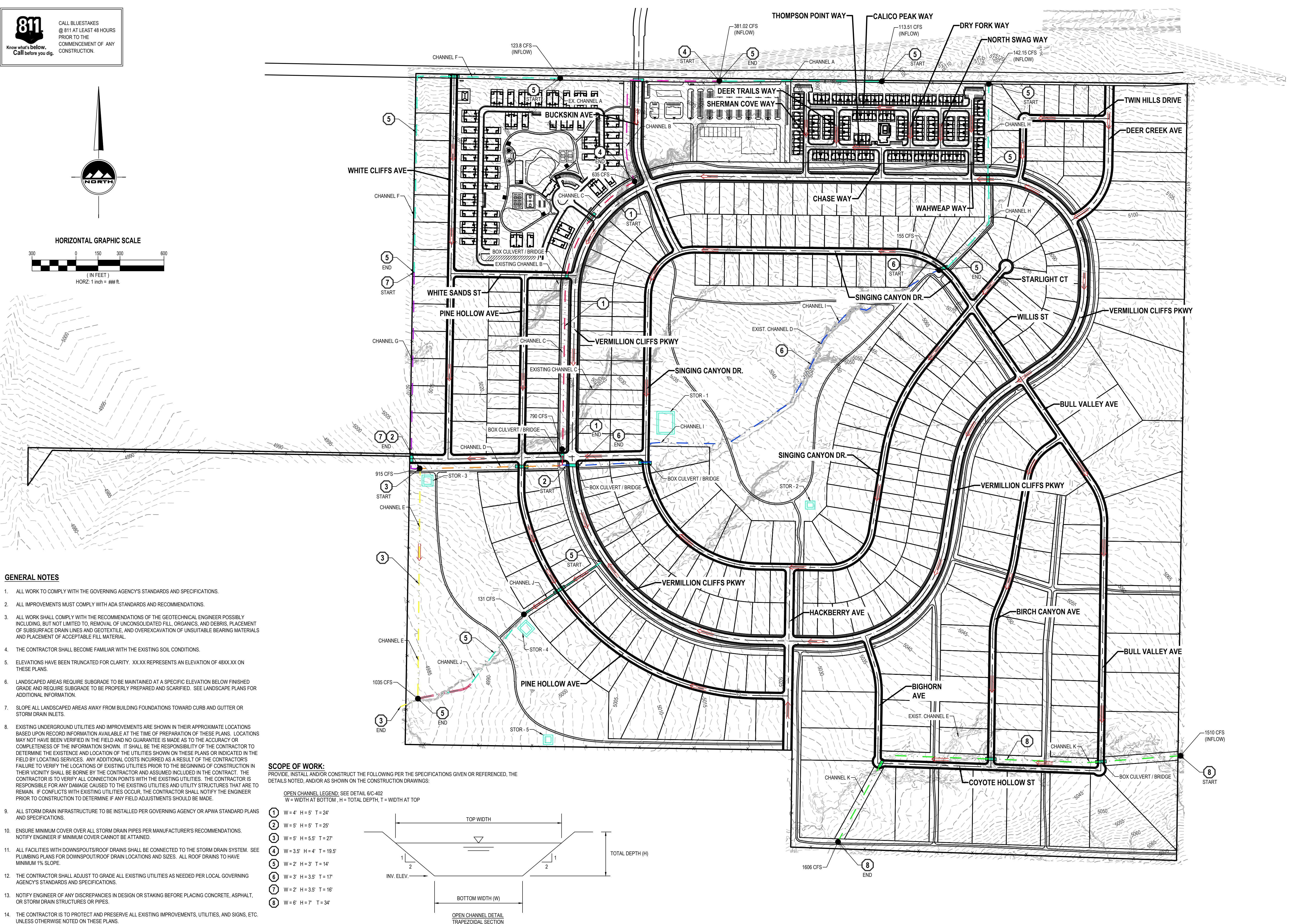


#### HORIZONTAL GRAPHIC SCALE



(IN FEET)

HORZ: 1 inch = ## ft.



## WILLOW RESERVE ESTATES

KANAB, UTAH

2022-12-20 CONCEPT

NO. DATE REVISION  
1 2022-12-20 1

## OVERALL GRADING AND DRAINAGE PLAN

PROJECT NUMBER 11370A PRINT DATE 12/20/22  
DRAWN BY B. HOFFMAN CHECKED BY B. REES  
PROJECT MANAGER K. CHAPPELL

C-200

**EN SIGN**  
THE STANDARD IN ENGINEERING

**RICHFIELD**  
225 N. 100 E.  
Richfield, UT 84701  
Phone: 435.896.2983

**LAYTON**  
Phone: 801.547.1100

**TOOELE**  
Phone: 435.843.3590

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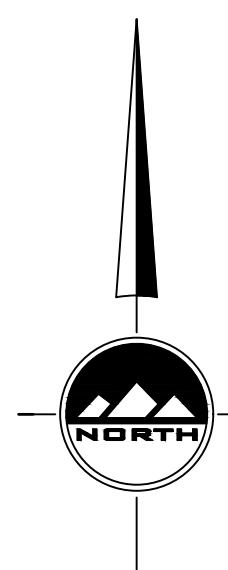
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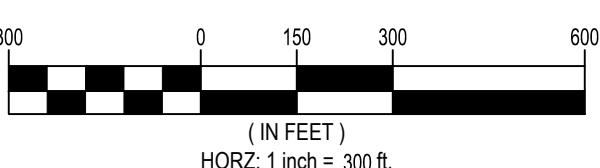


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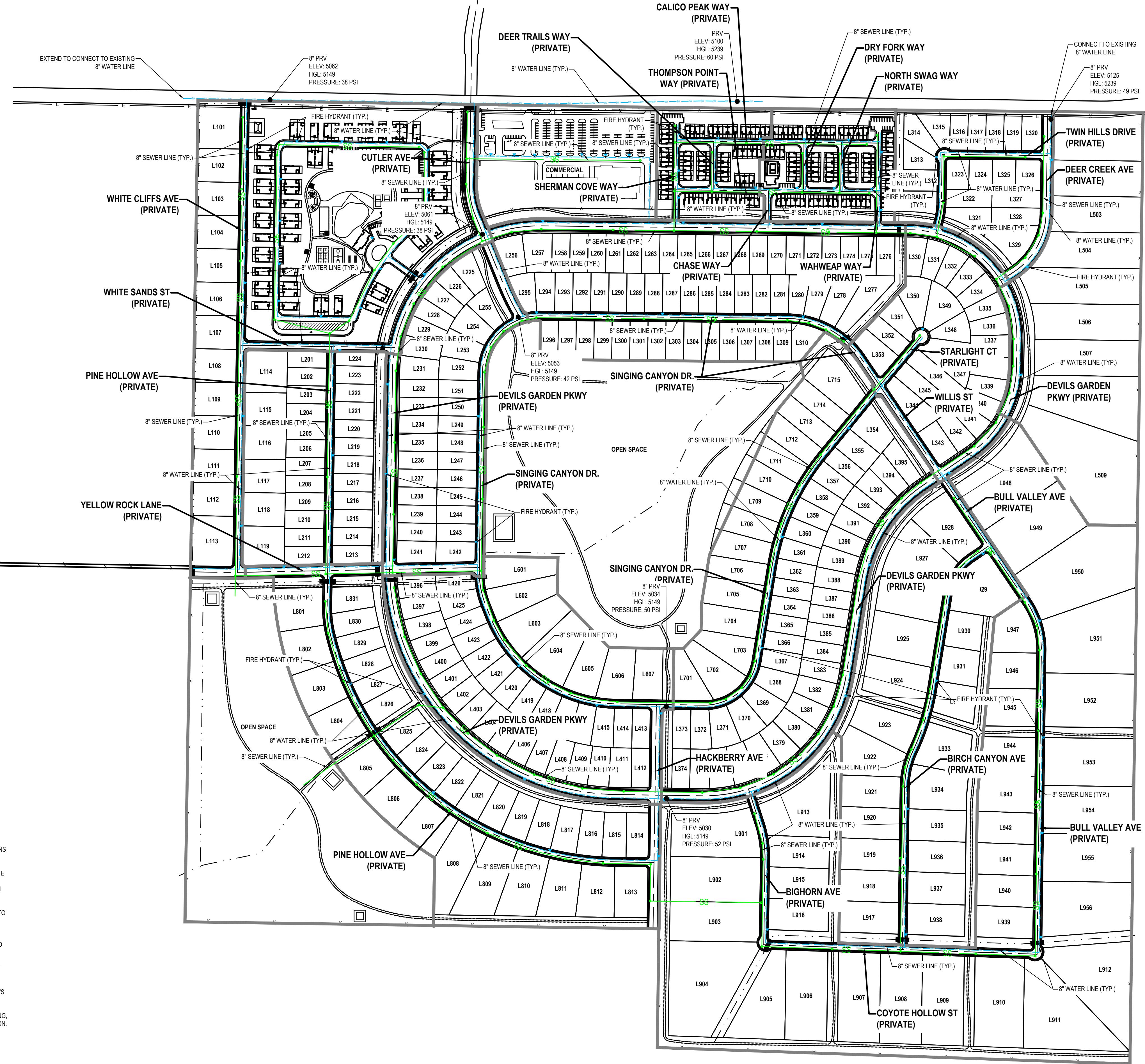


(IN FEET) HORZ: 1 inch = 300 ft.



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## WILLOW RESERVE ESTATES

KANAB, UTAH

2022-12-20 CONCEPT

NO. DATE REVISION  
1 2022-12-20 REVISION 1

#### OVERALL UTILITY PLAN

PROJECT NUMBER 11370A PRINT DATE 12/20/22  
DRAWN BY B. HOFFMAN CHECKED BY B. REES  
PROJECT MANAGER K. CHAPPELL

C-300

**EN SIGN**  
THE STANDARD IN ENGINEERING

**RICHFIELD**  
225 N. 100 E.  
Richfield, UT 84701  
Phone: 435.896.2983

**LAYTON**  
Phone: 801.547.1100

**TOOELE**  
Phone: 435.843.3590

**CEDAR CITY**  
Phone: 435.865.1453

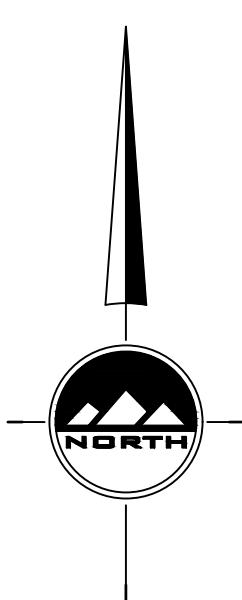
**SALT LAKE CITY**  
Phone: 801.255.0529

**WWW.ENSIGNENG.COM**  
FOR:  
MOUNTAIN VENTURES

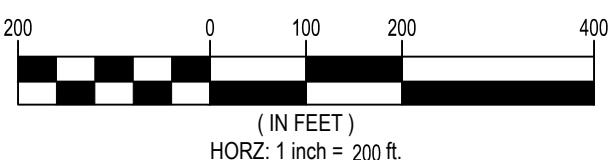
CONTACT:  
OSCAR COVARRUBIAS  
PHONE: 801-628-0234



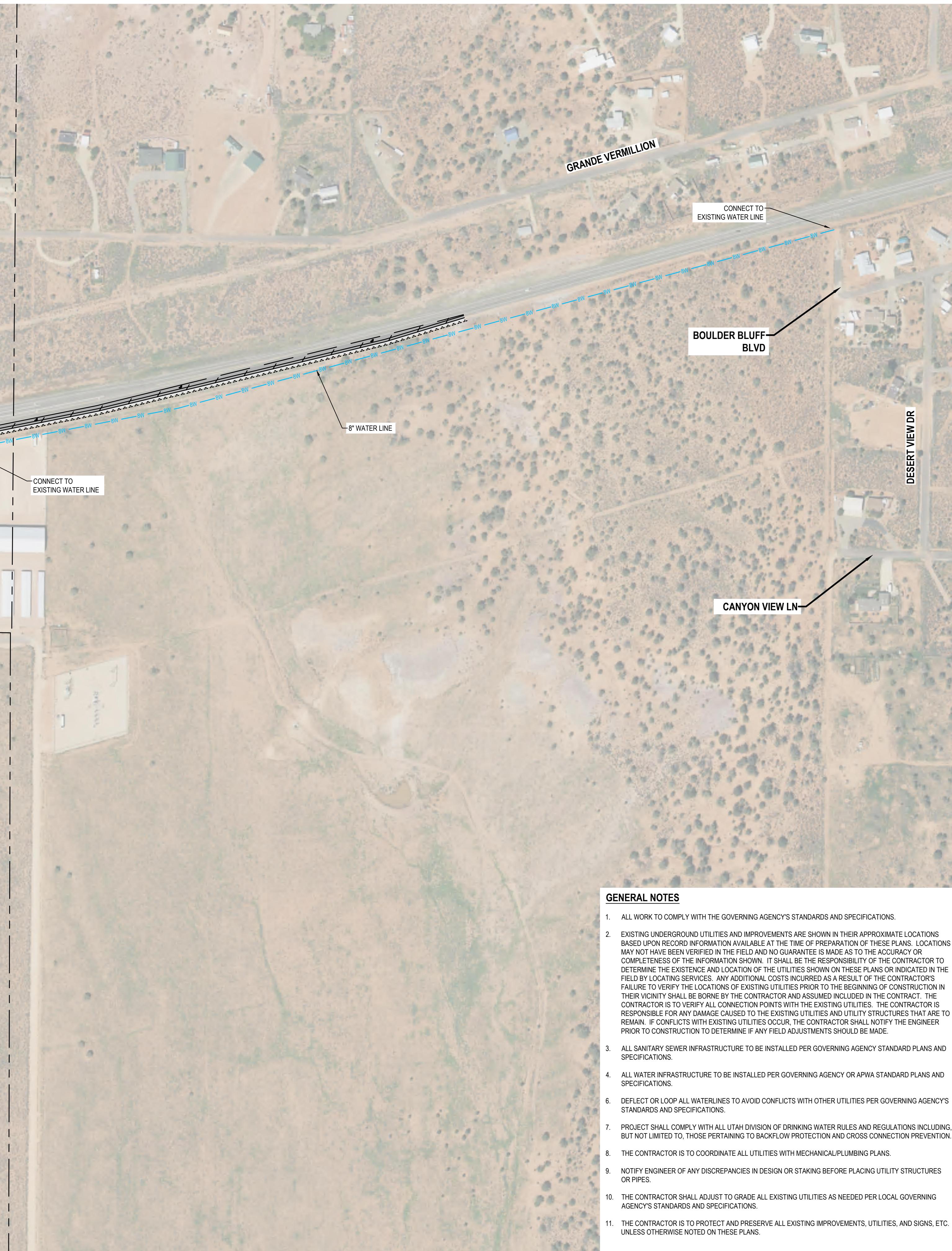
CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.



HORIZONTAL GRAPHIC SCALE



(IN FEET)  
HORZ: 1 inch = 200 ft.



#### GENERAL NOTES

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2022-12-20 CONCEPT

NO. DATE REVISION  
1 2022/12/20 Revision 1

#### OFFSITE UTILITY PLAN

PROJECT NUMBER  
11370A

PRINT DATE  
12/20/22

DRAWN BY  
B. HOFFMAN

CHECKED BY  
B. REES

PROJECT MANAGER  
K. CHAPPELL

REVISION 1

C-301



THE STANDARD IN ENGINEERING

RICHFIELD

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FOR  
MOUNTAIN VENTURES

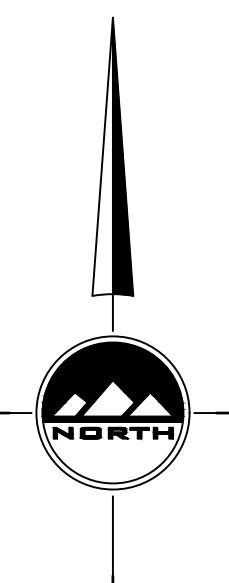
CONTACT:  
OSCAR COVARUBIAS  
PHONE: 801-628-0234

WILLOW RESERVE  
ESTATES

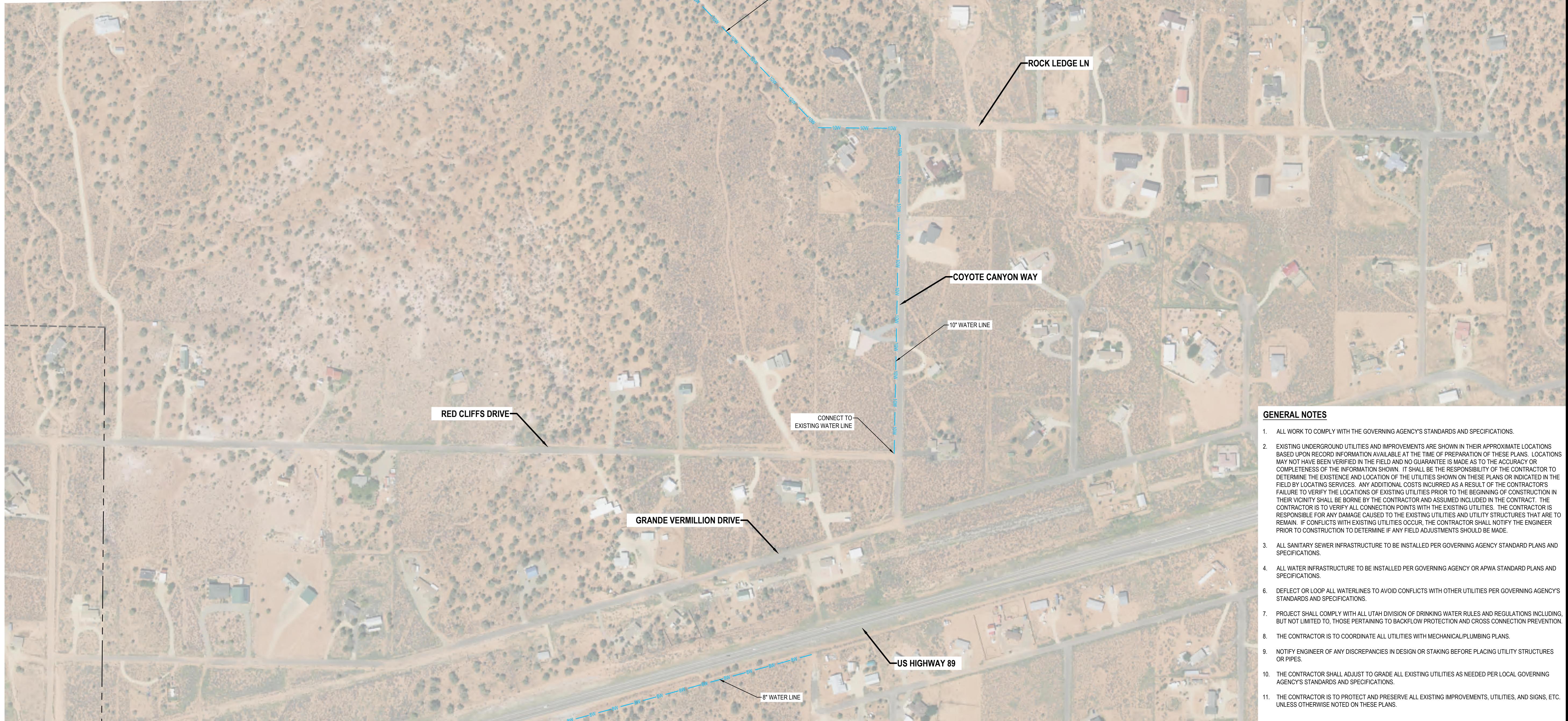
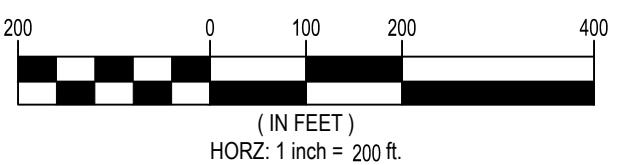
KANAB, UTAH

811

CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.

Know what's below.  
Call before you dig.

HORIZONTAL GRAPHIC SCALE



**ENSIGN**  
THE STANDARD IN ENGINEERING

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KANAB, UTAH

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2022-12-20 CONCEPT

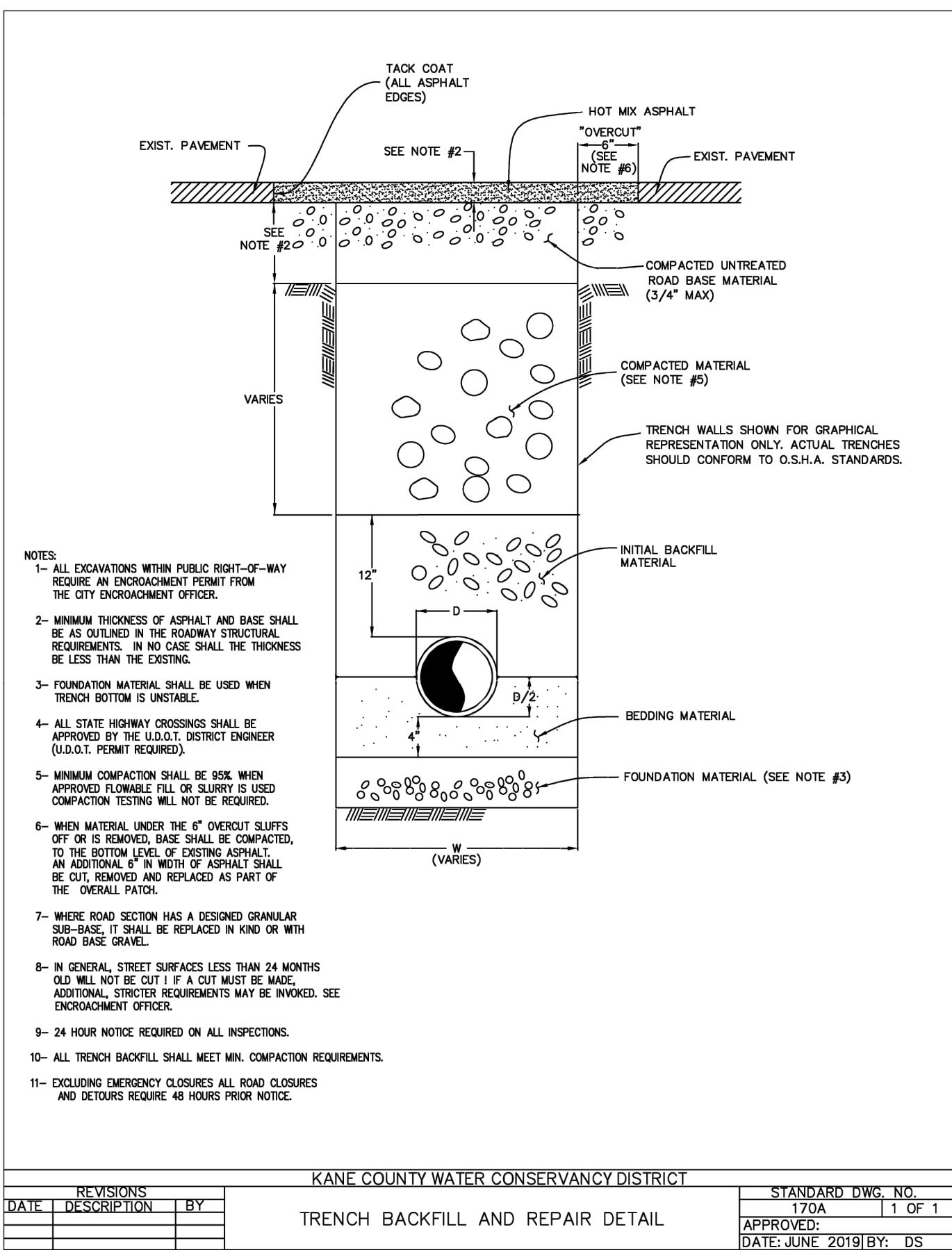
NO. DATE  
1 2022.12.20  
REVISION  
1

**OFFSITE  
UTILITY PLAN**

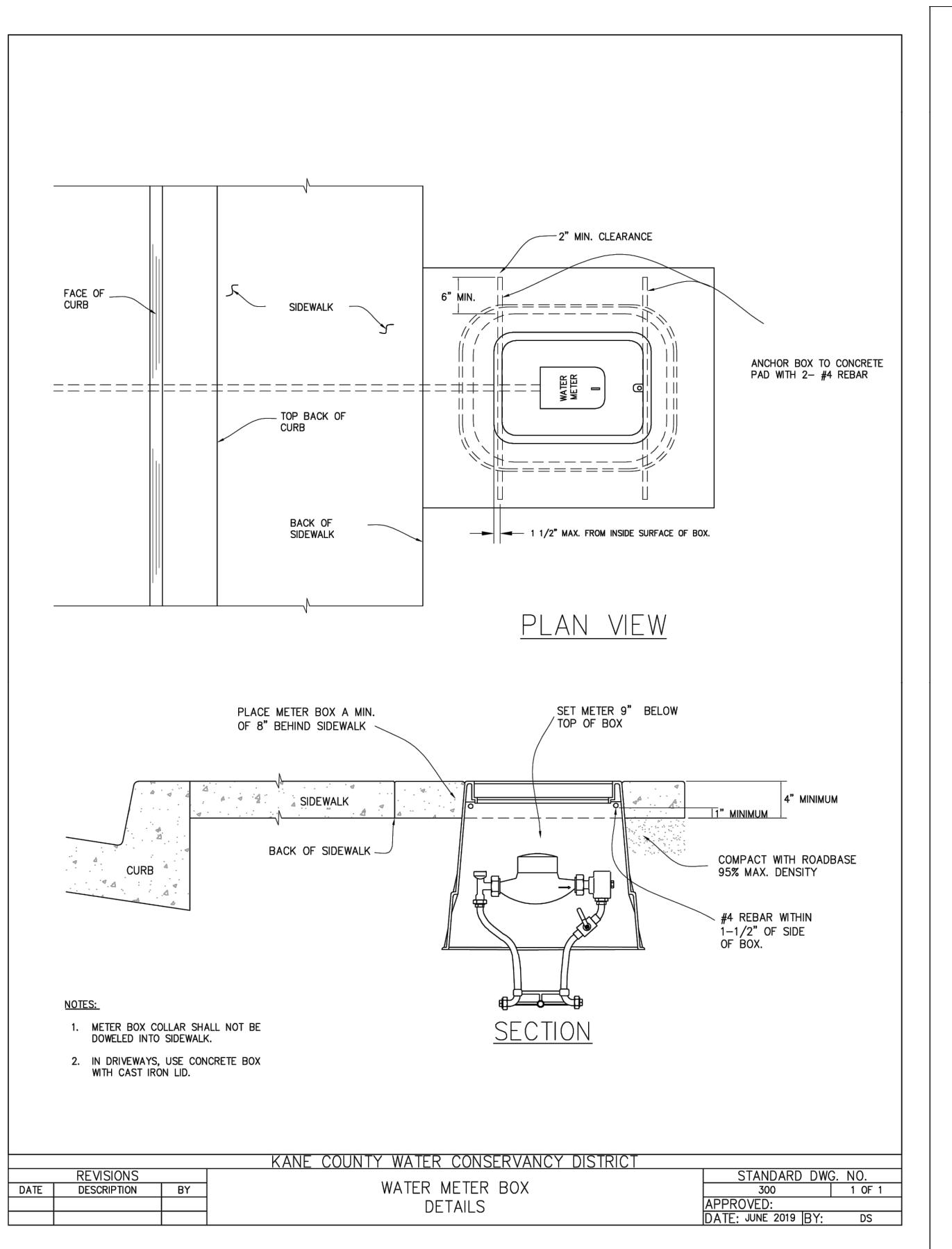
PROJECT NUMBER  
11370A  
PRINT DATE  
12/20/22  
DRAWN BY  
B. HOFFMAN  
CHECKED BY  
B. REES  
PROJECT MANAGER  
K. CHAPPELL

C-302

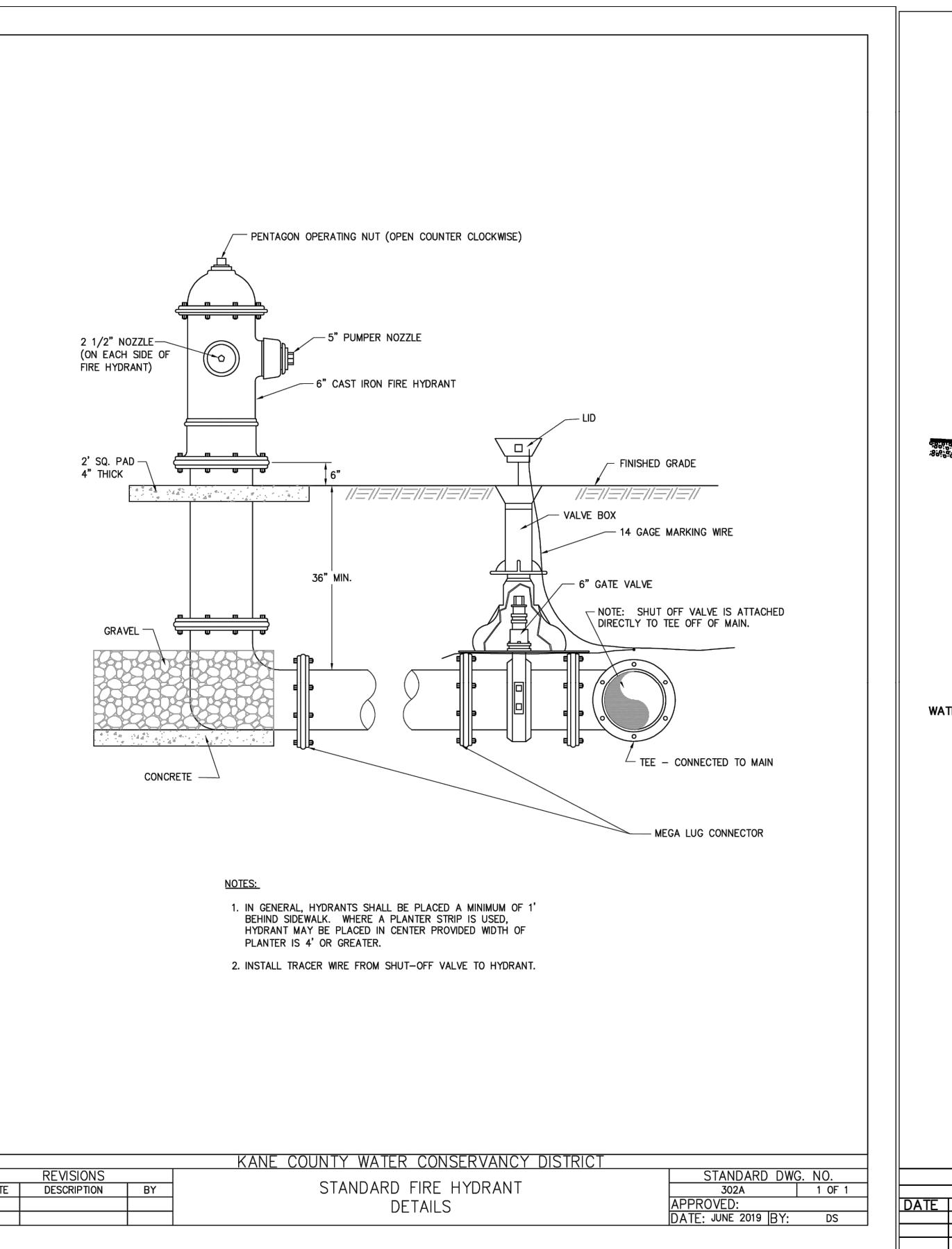




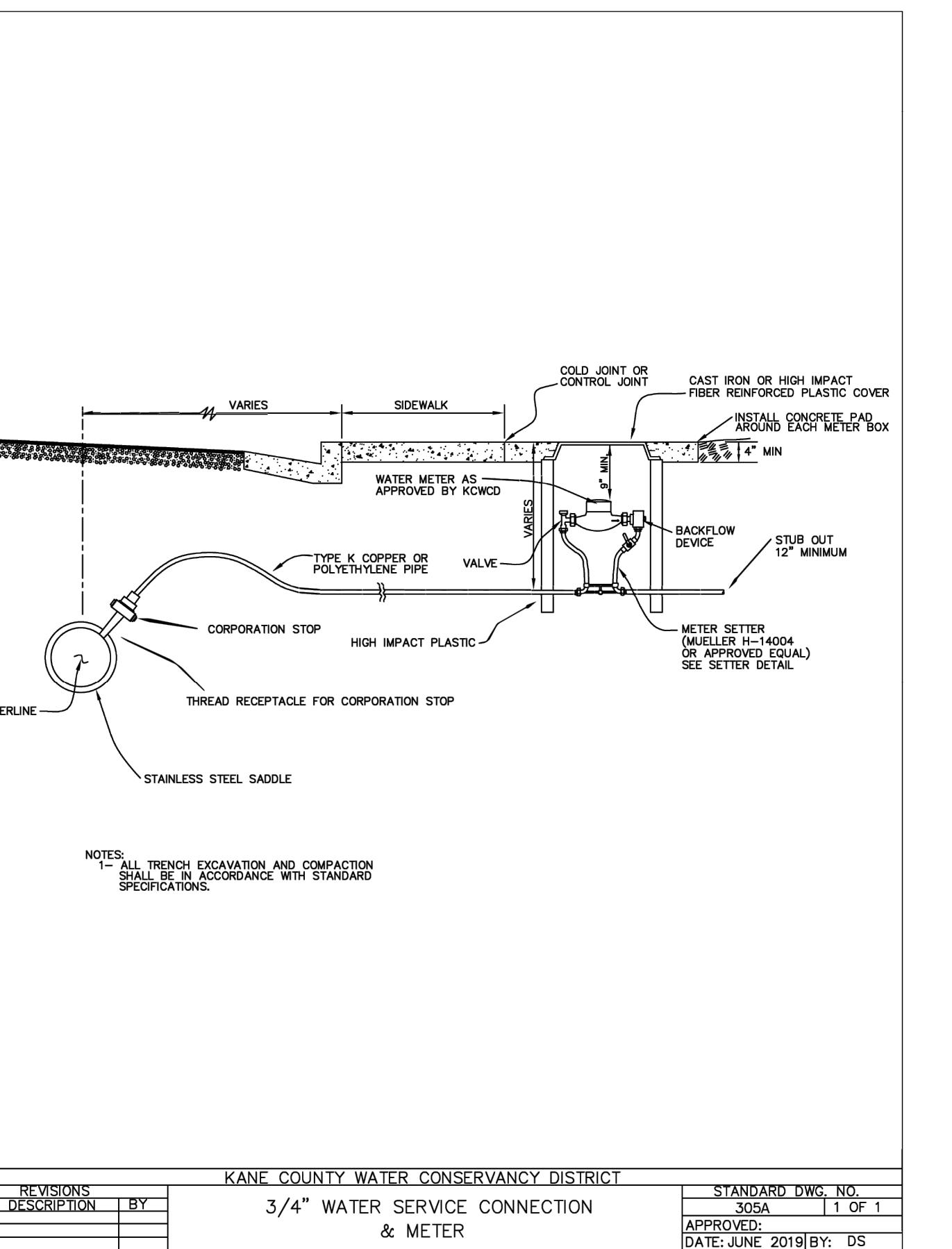
KANE COUNTY WATER CONSERVANCY DISTRICT  
TRENCH BACKFILL AND REPAIR DETAIL



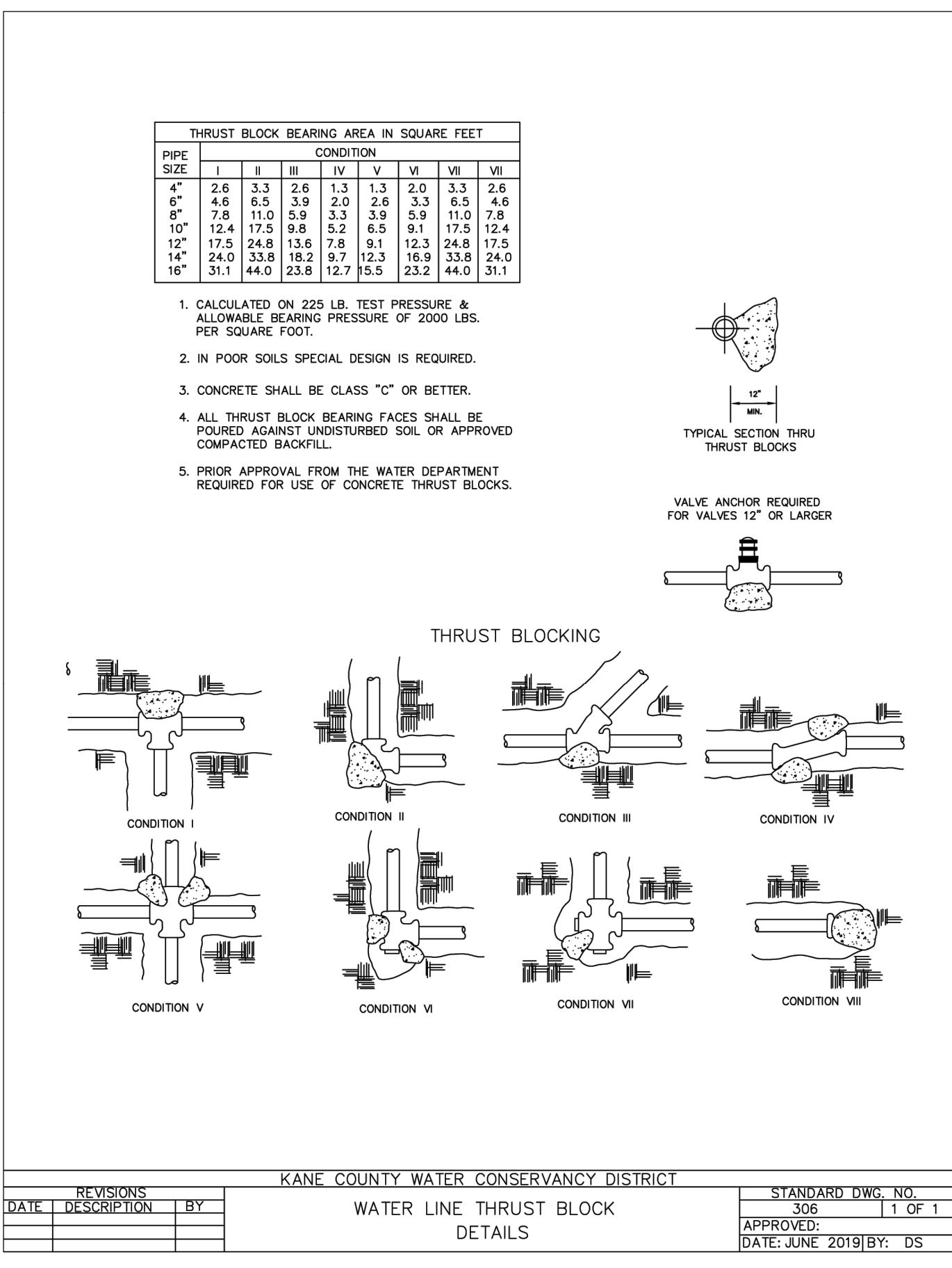
KANE COUNTY WATER CONSERVANCY DISTRICT  
WATER METER BOX DETAILS



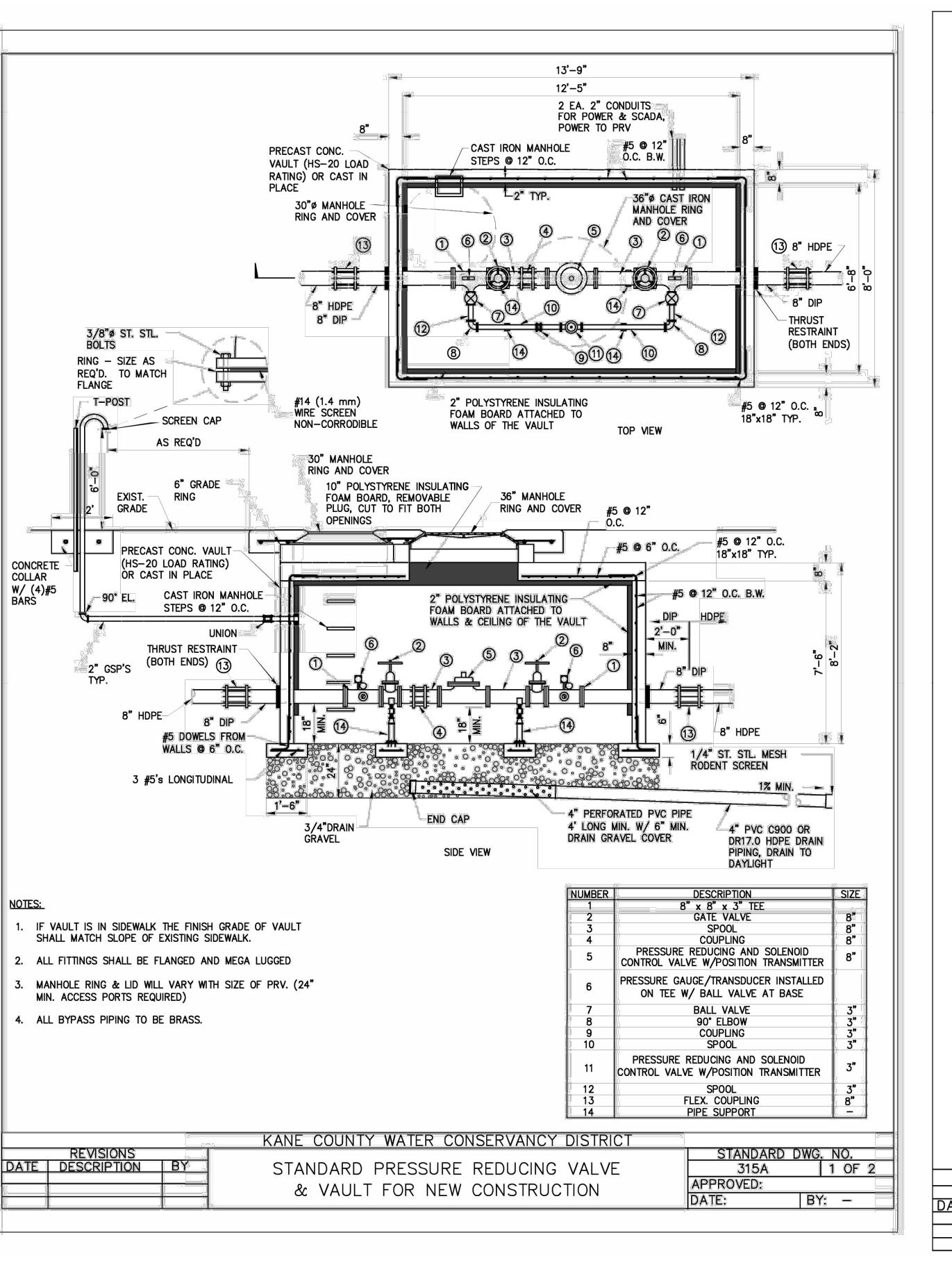
KANE COUNTY WATER CONSERVANCY DISTRICT  
STANDARD FIRE HYDRANT DETAILS



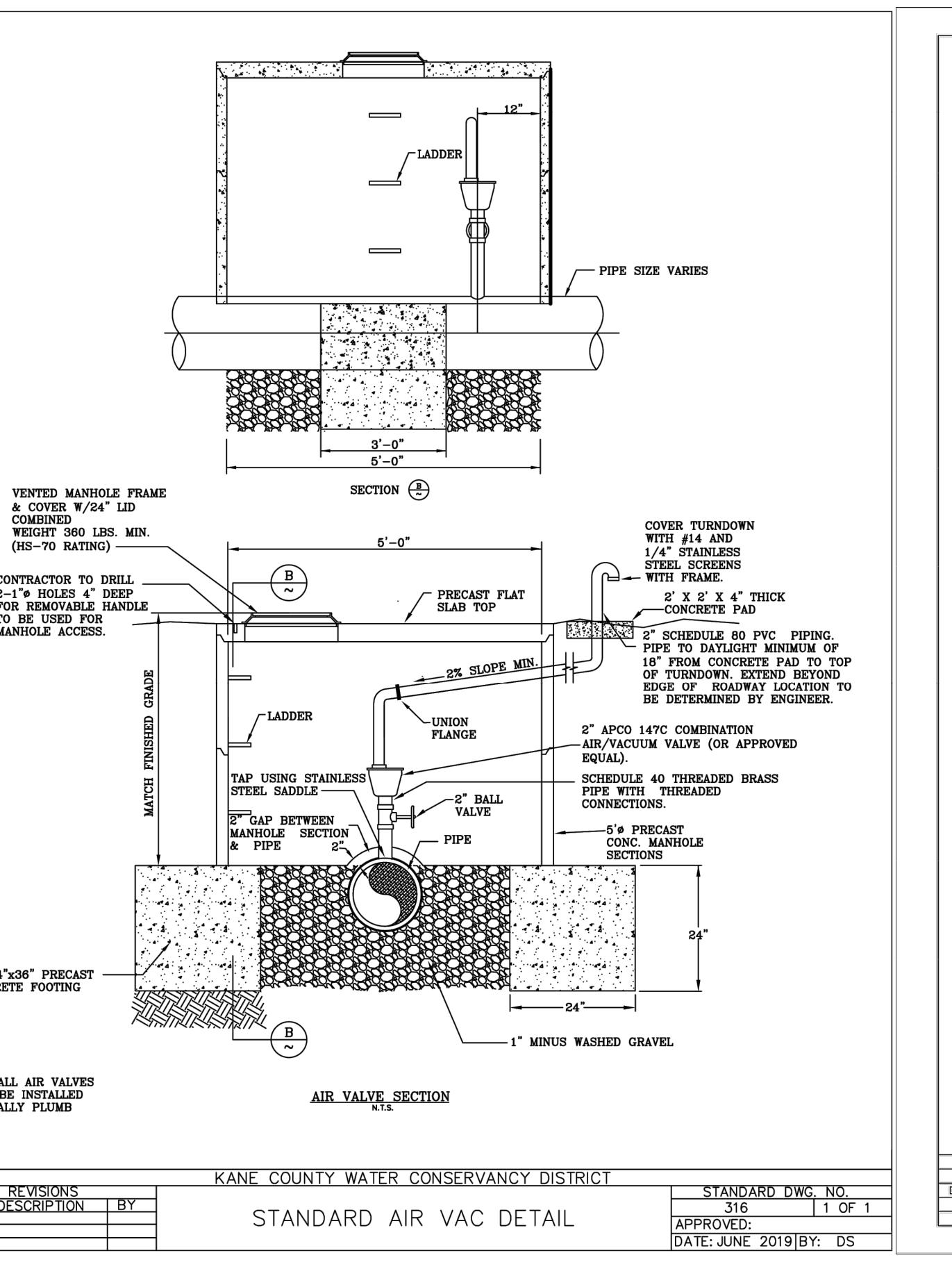
KANE COUNTY WATER CONSERVANCY DISTRICT  
3/4" WATER SERVICE CONNECTION & METER



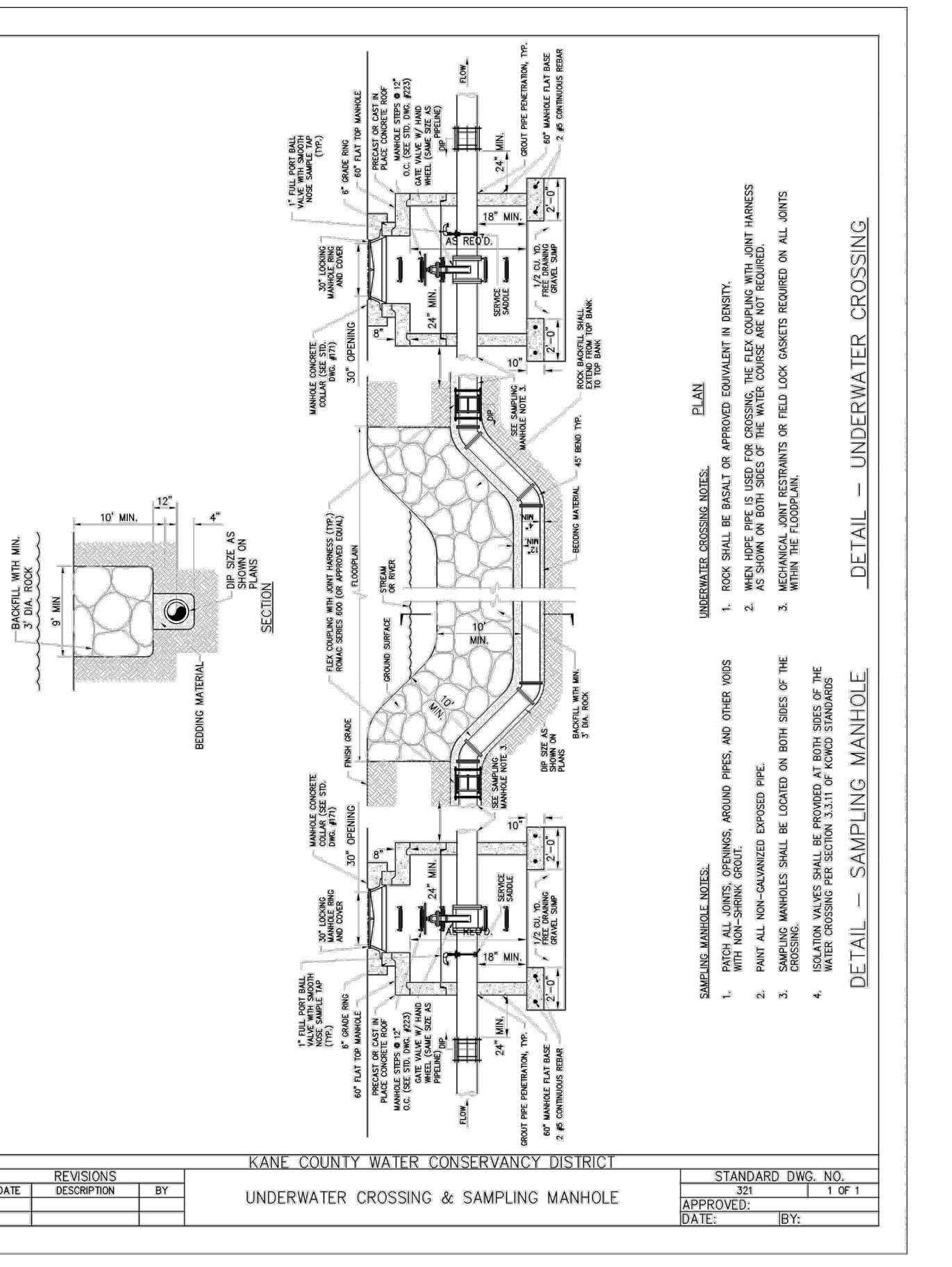
KANE COUNTY WATER CONSERVANCY DISTRICT  
WATER LINE THRUST BLOCK DETAILS



KANE COUNTY WATER CONSERVANCY DISTRICT  
STANDARD PRESSURE REDUCING VALVE & VAULT FOR NEW CONSTRUCTION



KANE COUNTY WATER CONSERVANCY DISTRICT  
STANDARD AIR VAC DETAIL



KANE COUNTY WATER CONSERVANCY DISTRICT  
UNDERWATER CROSSING & SAMPLING MANHOLE

5 WATER LINE THRUST BLOCK DETAILS

6 STANDARD PRESSURE REDUCING VALVE AND VAULT

7 STANDARD AIR VAC DETAILS

8 UNDERWATER CROSSING AND SAMPLING

**SECTION B-B**

DEPTH TO MATCH CURB & GUTTER

TOP CURB

A.C. PAVEMENT

U.B.C.

GRATE & FRAME

VARIES

#4 BARS @ 12" O.C. BOTH WAYS

4" MIN

8"

6" DEPTH ROCK BASE

6" 1'-6" 6"

2'-6"

SECTION A-A

SLOPE

TOP CURB

FLOWLINE GUTTER

GRATE & FRAME

SLOPE

PIPE CULVERT AS REQ'D

U.B.C.

PIPE CULVERT AS REQ'D

#4 BARS @ 12" O.C. BOTH WAYS

4" MIN

8"

6" DEPTH ROCK BASE

6" 3'-8" 6"

4'-8"

**PLAN**

CURB & GUTTER TRANSITION 3'-0"

4'-8"

CURB & GUTTER TRANSITION 3'-0"

18" X 48" GRATE & FRAME. GRATE TO BE BICYCLE PROOF.

CURB & GUTTER

CURB & GUTTER

NOTES:

1. PLACE REINFORCING STEEL IN CENTER OF CONCRETE.

CONCRETE STRUCTURE

PIPE CULVERT AS REQ'D

**REVISIONS**

DATE	APP. BY	REMARKS

**CATCH BASIN**

## STANDARD STORM DRAIN MANHOLE DETAIL

### NOTES:

1. FOR SHALLOW MANHOLES, FLAT TOP MAY BE USED IN PLACE OF ECCENTRIC CONE SECTION.
2. WHEN MANHOLE IS WITHIN PAVED STREET, CONSTRUCT CONCRETE COLLAR. SEE SS-03.

REVISIONS		
DATE	APP. BY	REMARKS

Jones & DeMille Engineering

1535 South 100 West - Richfield, Utah 84701

Phone (435) 896-8266 Fax (435) 896-8266

[www.jonesanddemille.com](http://www.jonesanddemille.com)

SS-02

KANE COUNTY

SS-02

STORM SEWER CONSTRUCTION

STANDARD DRAWING

SCALE: NONE

DRAWN: KJ 02/09

PEN TBL: 1stndrd-ir2800.ctb

PROJECT: 0901-014

SHEET: 1

## SEWER MANHOLE DETAIL

SEE SHEET SS-03 FOR MANHOLE COLLAR DETAIL.

REVISIONS		
DATE	APP. BY	REMARKS

Jones & DeMille Engineering  
1535 South 100 West - Richfield, Utah 84701  
Phone (435) 896-8266 Fax (435) 896-8268  
[www.jonesanddemille.com](http://www.jonesanddemille.com)

SW-01 KANE COUNTY SW-01

SANITARY SEWER CONSTRUCTION

STANDARD DRAWING

SCALE: NONE

DRAWN: LG 02-09 PEN TBL 1stndrd-ir2800.cbt PROJECT: 0901-014 SHEET:

## SEWER SERVICE CONNECTION DETAIL

REVISIONS		
DATE	APP. BY	REMARKS

Jones & DeMille Engineering  
 1535 South 100 West - Richfield, Utah 84701  
 Phone (435) 896-8266 Fax (435) 896-8268  
[www.jonesanddemille.com](http://www.jonesanddemille.com)

SCALE:

SW-03 KANE COUNTY SW-03  
 SANITARY SEWER CONSTRUCTION  
 STANDARD DRAWING  
 DRAWN: LG 02-09 PEN 1stndrd-ir2800.cb PROJECT: 0901-014 SHEET:

1

CATCH BASIN

SCALE: NONE

### SEWER CLEANOUT DETAIL

REVISIONS		
DATE	APP. BY	REMARKS

Jones & DeMille Engineering  
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SW-04	KANE COUNTY	SW-0
SANITARY SEWER CONSTRUCTION		
STANDARD DRAWING		
DRAWN: LG 02-09	PEN TBL: 1stndrd-lr2800.cb	PROJECT: 0901-014
SCALE: NONE	FILE: SANSEW	LAST UPDATE: 2/17/2009
CHECK: WM 02-09		

5

SEWER CLEAN OUT DETAIL

SCALE: NONE

# 2 STORM DRAIN MANHOLE DETAIL

SCALE: NONE

## OPEN CHANNEL LEGEND

W = WIDTH AT BOTTOM , H = TOTAL DEPTH, T = WIDTH AT TOP

TOP WIDTH

INV. ELEV.

BOTTOM WIDTH (W)

TOTAL DEPTH (H)

1 1/2

1 1/2

OPEN CHANNEL DETAIL  
TRAPEZOIDAL SECTION

2'-0"

TBD

TBD

6

## OPEN CHANNEL /

WALL CONTINUES (SEE PLAN)

PROPOSED DECORATIVE PRECAST CONCRETE WALL

WALL CONTINUES (SEE PLAN)

6'-0 MAX.

NATURAL GROUND

6'

7

## 6' DECORATIVE PRECAST C

3 SEWER MANHOLE DETAIL

SCALE: NONE

60'-0"

VARIABLES

10"

VARIABLES

OPEN CHANNEL WIDTH PER PLAN (T)

VARIABLES

VARIABLES (H)

NATURAL GROUND

VARIABLES (W)

EEEN SPACE ROW

SCALE: NONE

4 1/2" VINYL RAIL (TYP. ALL RAILS)

6" VINYL POST (TYP.)

4" VINYL SLAT (TYP.)

18'-0" TYP.

SOLID VINYL FENCE

SCALE: NONE

4

SEWER SERVICE CONNECTION DETAIL

SCALE: NONE

The diagram illustrates a section of a fence. It features vertical 4" wood posts. Horizontal rails are made of 4 1/2" wood. The fence is 6'-0" MAX wide. The height of the fence is 1'-3 3/4". The distance from the bottom rail to the top rail is 2'-7 3/4".

WOOD POLE OR SPLIT RAIL FENCE

SCALE: NONE

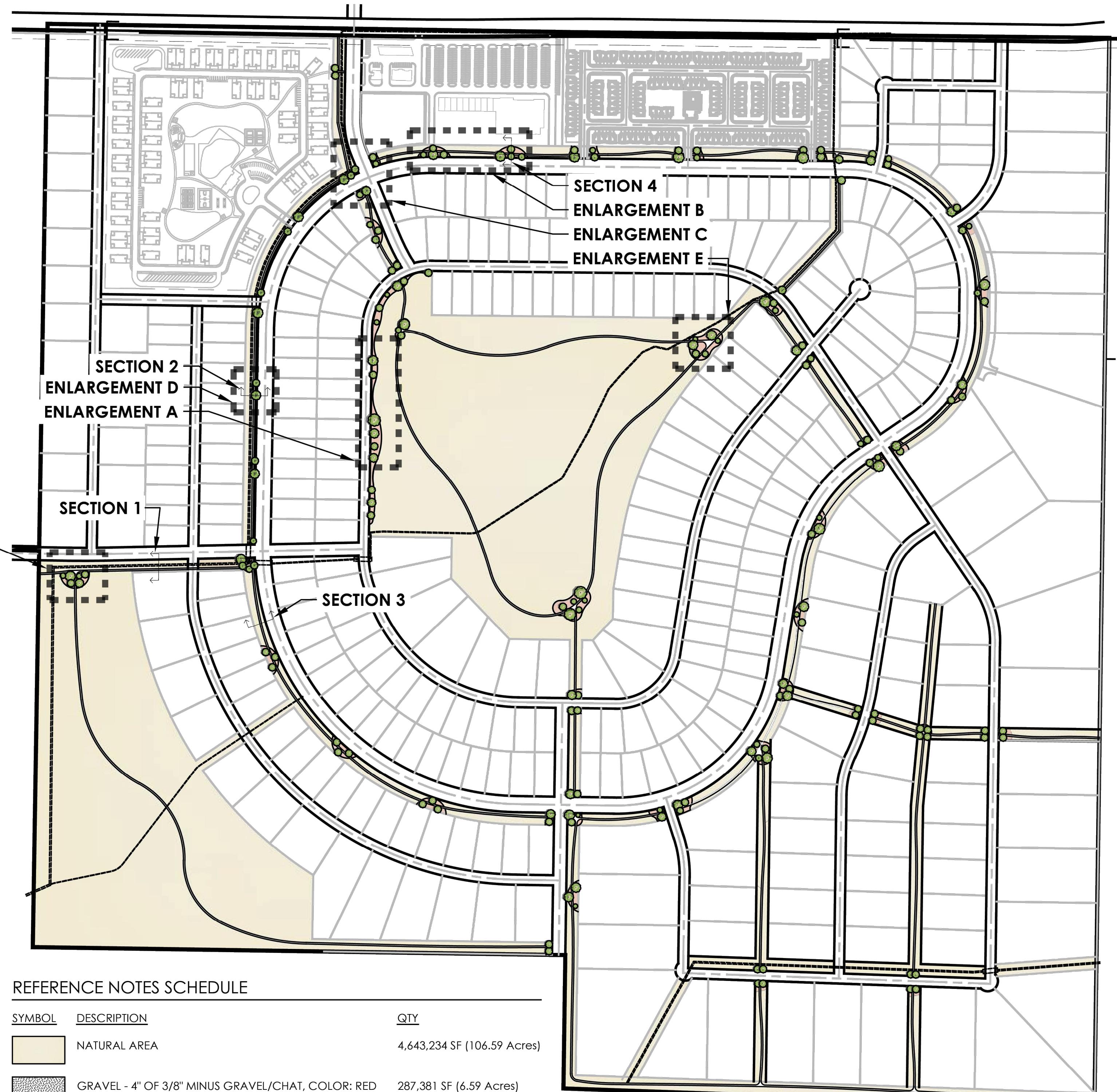
**C-402**



## SUGGESTED TREE LIST

BOTANICAL NAME	COMMON NAME
ALBIZIA JULIBRISIN	MIMOSA SILK TREE
CAESALPINIA GILLISII	YELLOW BIRD OF PARADISE
CERCIDIM X 'DESERT MUSEUM'	DESERT MUSEUM PALO VERDE
CERCIS OCCIDENTALIS	WESTERN RED BUD
CHILOPSIS LINEARIS	DESERT WILLOW
FRAXINUS RAYWOOD	RAYWOOD ASH
FRAXINUS VELUTINIA	ARIZONA ASH
GLEDTISIA TRIACANTHOS INERM. 'IMPERIAL'	IMPERIAL HONEY LOCUST
GLEDTISIA TRIACANTHOS INERM. 'SHADEMASTER'	SHADEMASTER LOCUST
LAGERSTROEMIA INDICA 'MUSKEOGEE LAVENDER'	MUSKEOGEE LAVENDER CREPE MYRTLE
LIGUSTRUM JAPONICUM	JAPANESE PRIVET
OLEA EUROPAEA WILSONII	WILSON OLIVE
PISTACIA CHINENSIS	CHINESE PISTACHE
PISTICIA X 'RED PUSH'	RED PUSH PISTACHE
PROSOPIS CHILEANIS - THORNLESS	CHILEAN MESQUITE
PROSOPIS GLADULOSA 'MAVRICK'	HONEY MESQUITE THORNLESS
PRUNUS CAROLINIANA	CAROLINA CHERRY
PRUNUS PISSARDII	PURPLE PLUM
PYRUS CALLERYANA BRADFORD	BRADFORD PEAR
QUERCUS SHUMARDII	SHUMARD OAK
QUERCUS TEXANA	TEXAS RED OAK
QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
RHUS LANCEA	AFRICAN SUMAC
<b>PALM TREES</b>	
BUTIA CAPITATA	PINDO PALM
CHAMAEROPS HUMILIS	MEDITERRANEAN FAN PALM
TRACHYCARPUS FORTUNEI	WINDMILL PALM
WASHINGTONIA ROBUSTA	MEXICAN FAN PALM

NOTE: PLANT LIST IS REPRESENTATIONAL AND MAY BE SUPPLEMENTED WITH ADDITIONAL PLANT SPECIES APPROPRIATE TO THE CLIMATE.

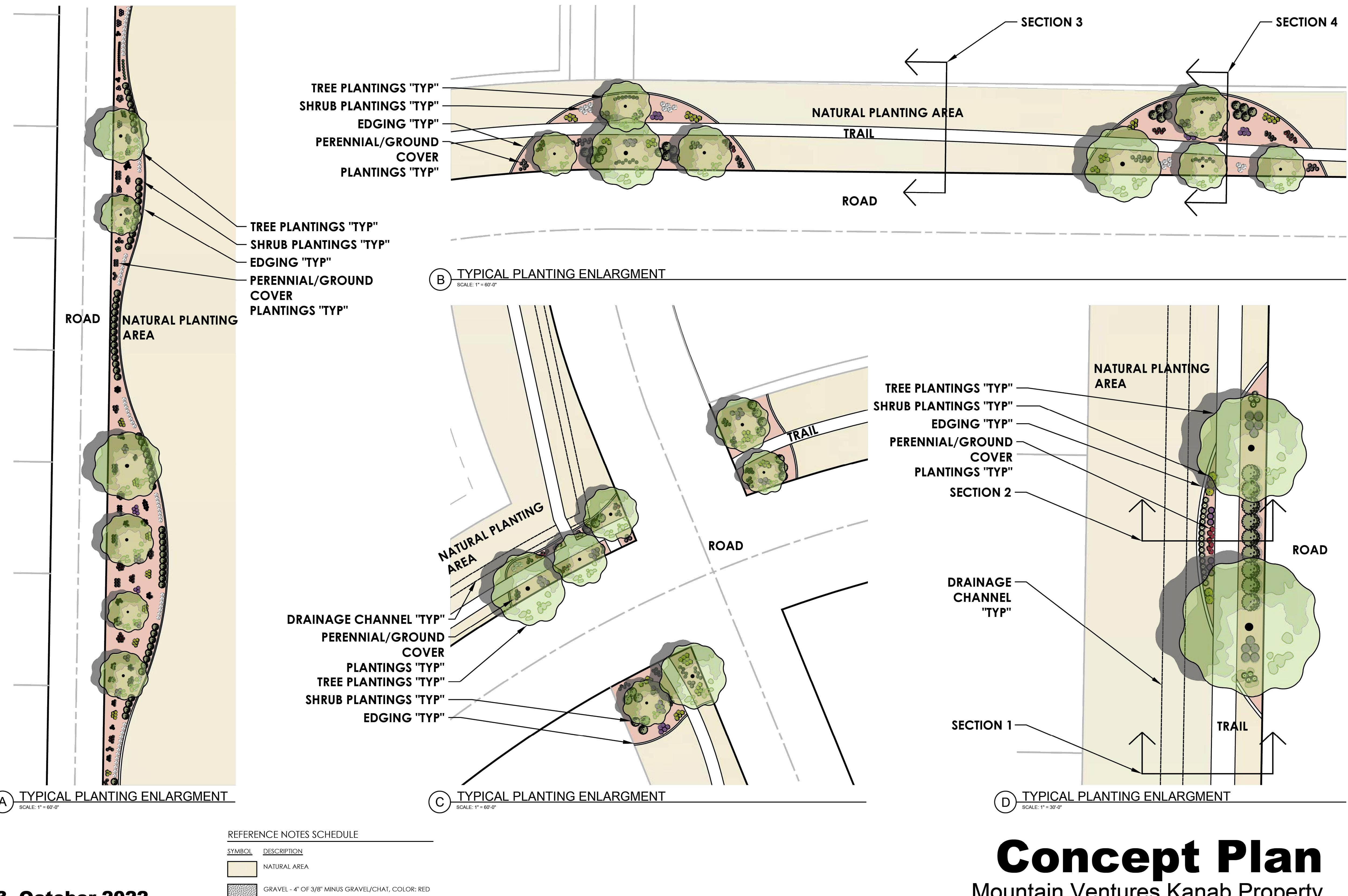


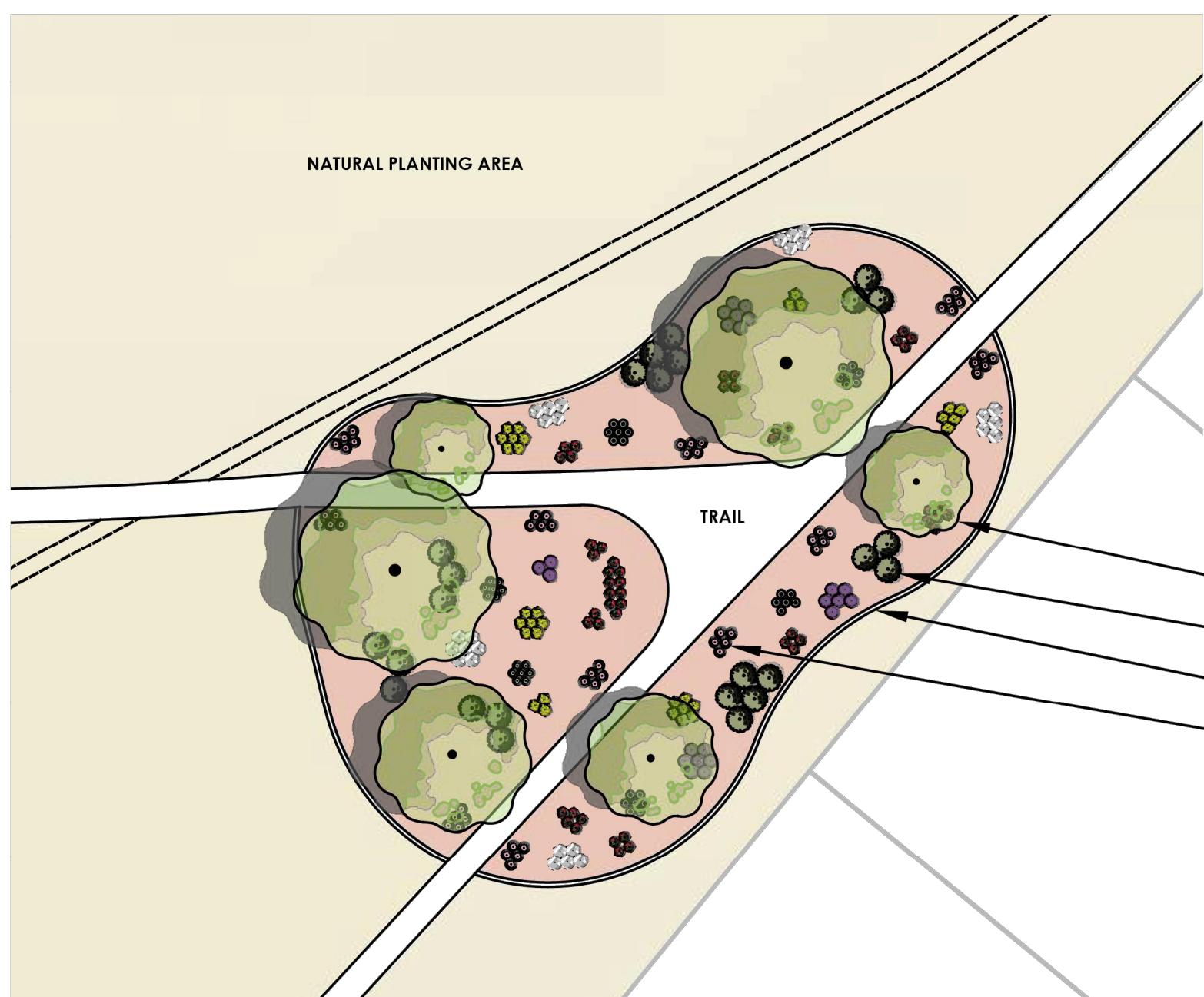
# Concept Plan

Mountain Ventures Kanab Property

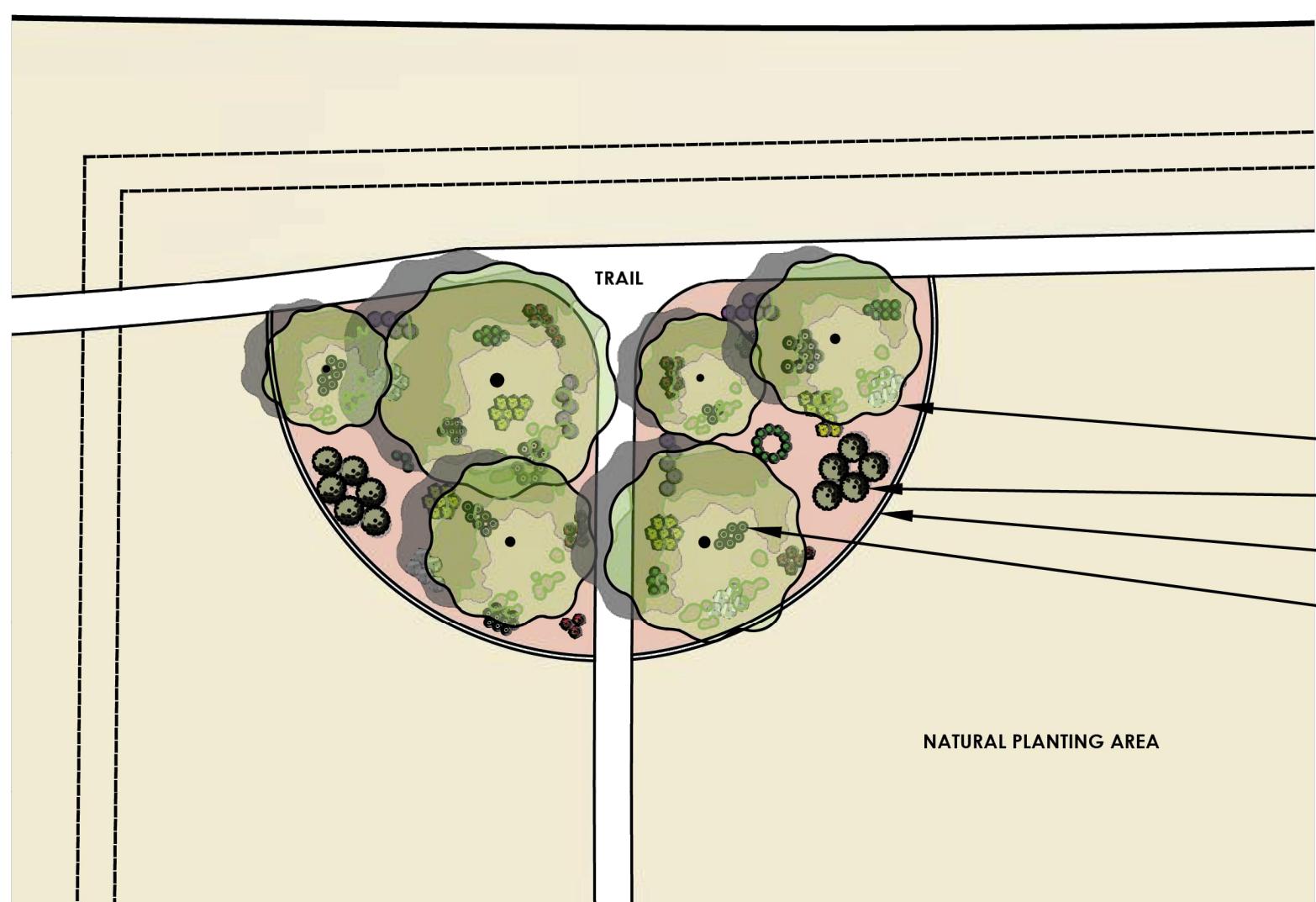


Architecture 13, October 2022



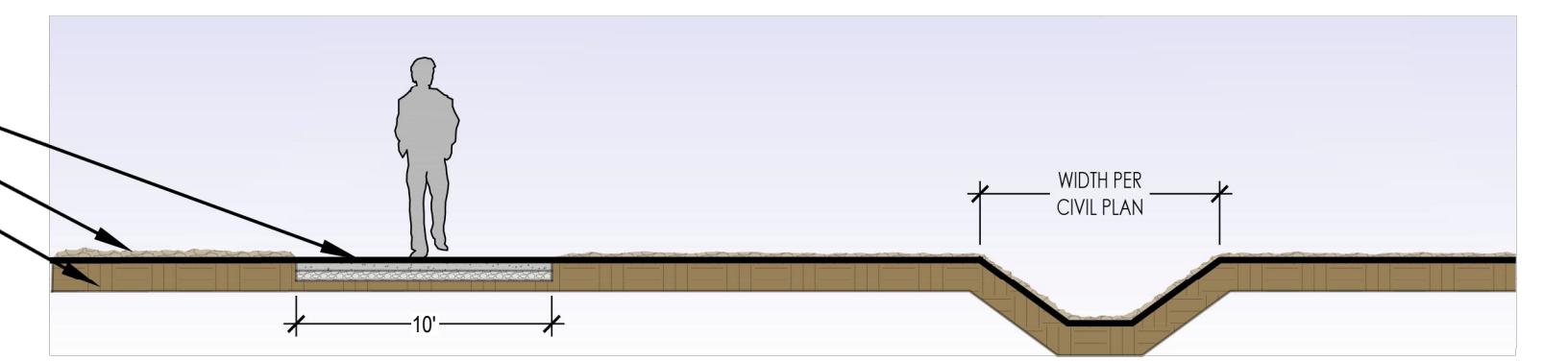


**E** TYPICAL PLANTING ENLARGEMENT



**F** TYPICAL PLANTING ENLARGEMENT

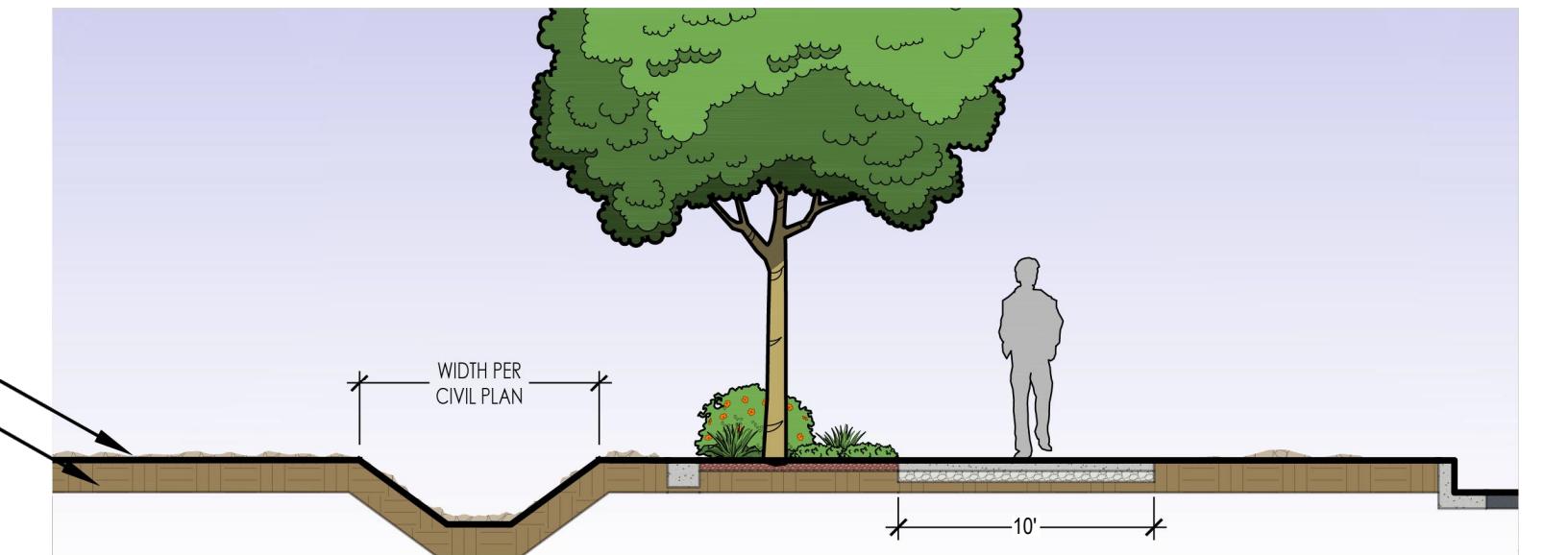
WALKWAY  
 NATURAL AREA "TYP"  
 SUBGRADE



**1** WALK NEXT TO DRAINAGE  
 NOT TO SCALE

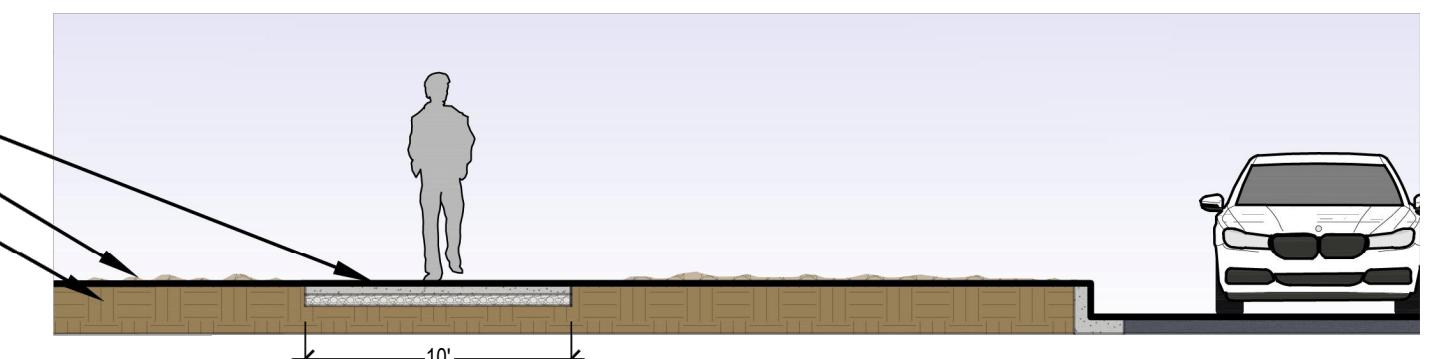
TREE PLANTINGS "TYP"  
 SHRUB PLANTINGS "TYP"  
 EDGING "TYP"  
 PERENNIAL/GROUND COVER  
 PLANTINGS "TYP"

NATURAL AREA "TYP"  
 SUBGRADE



**2** WALK NEXT TO DRAINAGE & PLANTER  
 NOT TO SCALE

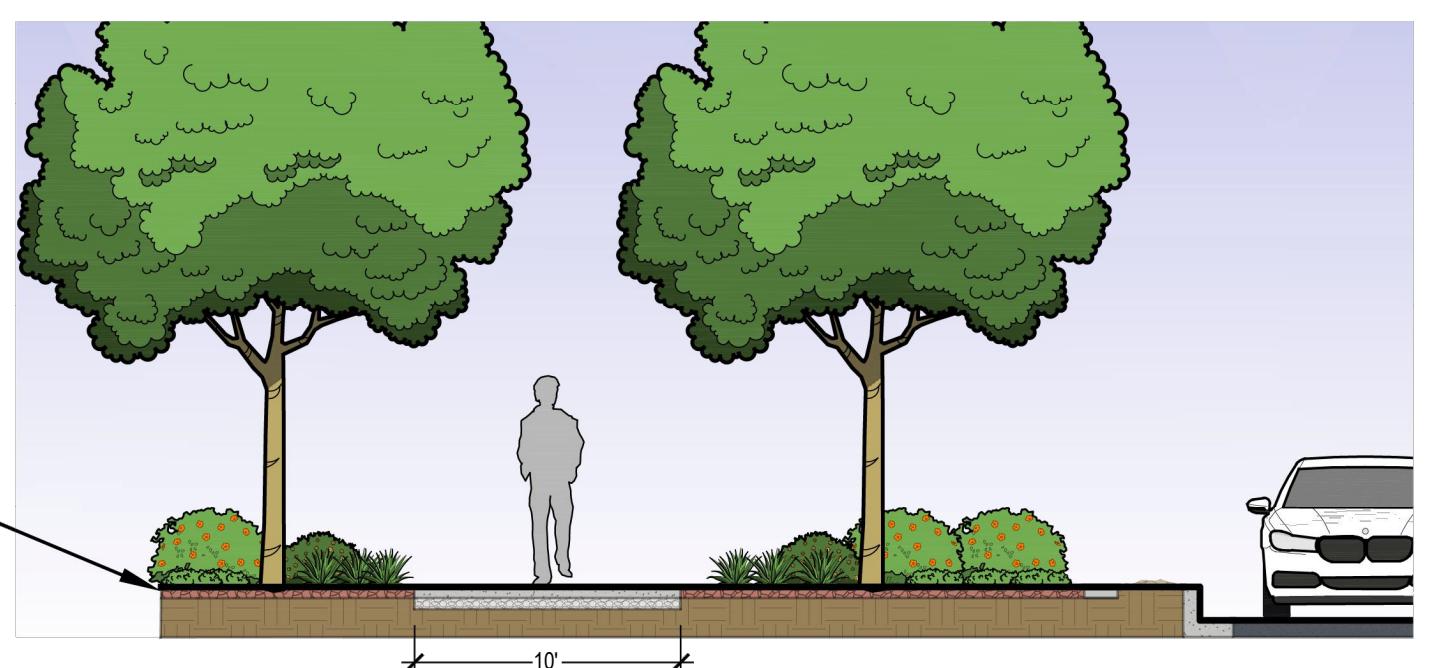
WALKWAY  
 NATURAL AREA "TYP"  
 SUBGRADE



**3** WALK WITH NO DRAINAGE  
 NOT TO SCALE

TREE PLANTINGS "TYP"  
 SHRUB PLANTINGS "TYP"  
 EDGING "TYP"  
 PERENNIAL/GROUND COVER  
 PLANTINGS "TYP"

RED ROCK MULCH "TYP"



**4** WALK NEXT TO PLANTER  
 NOT TO SCALE



Architecture 13 October 2022

REFERENCE NOTES SCHEDULE

SYMBOL

DESCRIPTION



NATURAL AREA



GRAVEL - 4" OF 3/8" MINUS GRAVEL/CHAT, COLOR: RED

# Concept Plan

Mountain Ventures Kanab Property

LANDSCAPE PLAN  
 DETAILS

PROJECT NUMBER: 11370A  
 PRINT DATE: 12/20/22  
 DRAWN BY: B. HOFFMAN  
 CHECKED BY: B. REES  
 PROJECT MANAGER: K. CHAPPELL



**Kanab Property**

Single Family Conceptual Elevation  
10.12.2022

**ELLIOTT WORKGROUP**



**Kanab Property**

Single Family Conceptual Elevation  
10.12.2022

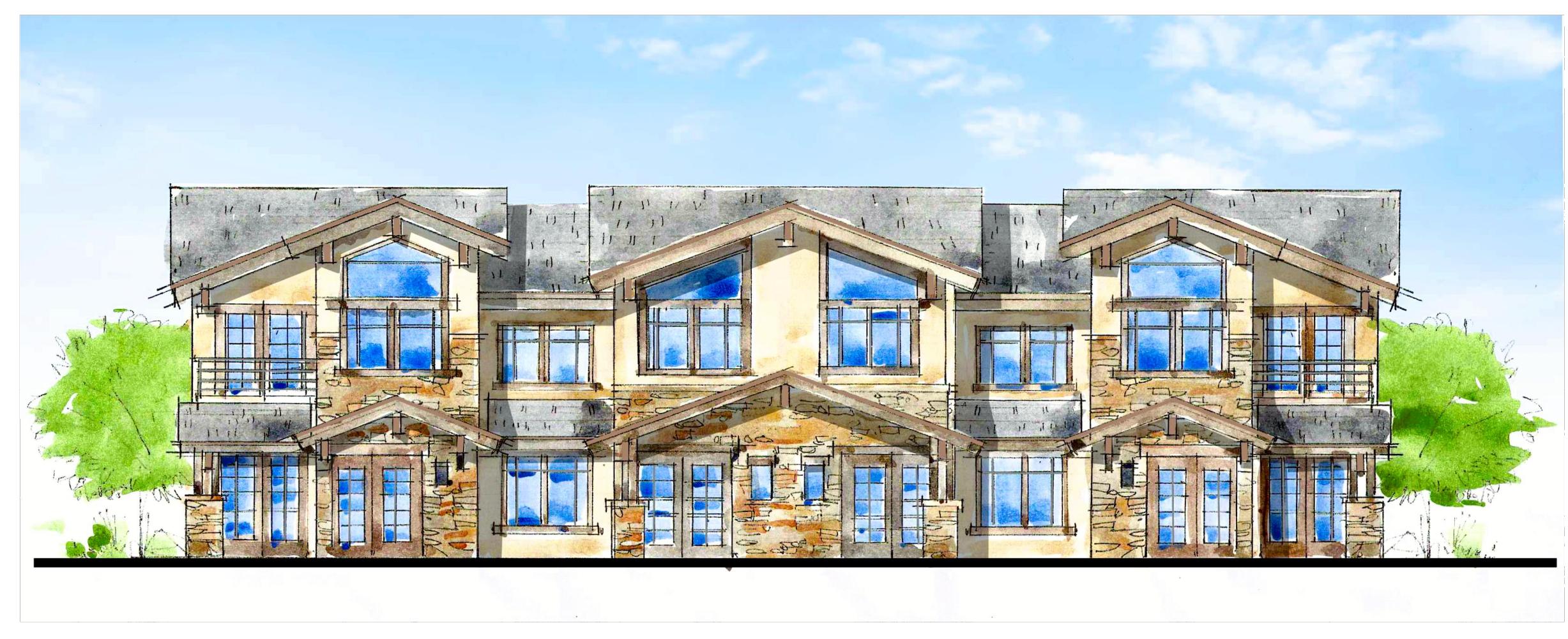
**ELLIOTT WORKGROUP**



**Kanab Property**

Single Family Conceptual Elevation  
10.12.2022

**ELLIOTT WORKGROUP**



**Kanab Property**

Multi-Family Conceptual Elevation  
10.12.2022

**ELLIOTT WORKGROUP**




**Kanab Property**

 Multi-Family Conceptual Elevation  
 10.12.2022

 ELLIOTT WORKGROUP

**Kanab Property**

 Vacation Rental Conceptual Elevation  
 10.12.2022

 ELLIOTT WORKGROUP

**Kanab Property**

 Commercial Conceptual Elevation  
 10.12.2022

 ELLIOTT WORKGROUP

 2022-12-20 CONCEPT  
 NO. DATE REVISION  
 1 2022.12.20 REVISION 1

 ARCHITECTURAL  
 CONCEPT ELEVATIONS  
 PROJECT NUMBER 11370A PRINT DATE 12/20/22  
 DRAWN BY B. HOFFMAN CHECKED BY B. REES  
 PROJECT MANAGER K. CHAPPELL

WHEN RECORDED, RETURN TO:

DEVELOPMENT AGREEMENT FOR THE KANAB 600

THIS DEVELOPMENT AGREEMENT for The Kanab 600 (the “Agreement”) is entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and among Kanab 600, LLC, and its successors and/or assigns (“Developer”), and Kane County, a political subdivision of the State of Utah (“County”) (individually a “Party” and collectively the “Parties”).

RECITALS:

A. Developer owns approximately 596.591 acres of real property within the boundaries of Kane County, State of Utah, as more particularly described in Exhibit “A” (the “Property”) attached hereto and incorporated herein.

B. Developer desires and intends to develop the Property as a multi-phase development known as The Kanab 600 (the “Project”) as generally depicted on the plans prepared by Developer (together the “Preliminary Concept Plan”) attached hereto as Exhibit “B” and incorporated herein.

C. In connection with the development of the Property, Developer will provide a completion assurance in the form of an completion bond (“Completion Bond”) and an improvement guarantee in the form of a warranty bond (“Warranty Bond”), which bonds may be provided either by means of a bond or irrevocable line of credit. The Completion and Warranty Bonds shall be provided for each individual phase of development.

D. Section 9-20-3(M) of the Land Use Ordinance of Kane County, Utah (hereafter the “Code”) requires the Developer to enter into a development agreement to memorialize certain terms related to the Project improvements.

E. This Agreement is provided in fulfillment of Section 9-20-1 of the Code, which requires the Parties to agree to certain terms related to the Project improvements.

F. Developer desires to take all steps necessary to finalize approval of the Project and develop the Project as provided in this Agreement.

G. Each of the Parties is willing to enter into this Agreement in order to implement the purposes of applicable state law and the County’s Land Use Ordinance. Acting pursuant to its authority under Utah Code Annotated, §§ 17-27a-102, *ct seq.*, and after all required public notice and hearings, the County, in its exercise of its legislative discretion has determined that entering into this Agreement furthers the purposes of the (i) the County Land Use, Development, and Management Act, (ii) the County’s General Plan, and (iii) the Code. As a result of such determination the County (i) has elected to approve the Project in a manner resulting in negotiation, consideration, and approval of this Agreement and (ii) has concluded that the terms and conditions set forth herein serve a public purpose and promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of the County.

AGREEMENT

Development Agreement for The Kanab 600 Kane  
County, Utah

NOW, THEREFORE, in consideration of the foregoing recitals (which recitals are incorporated into this Agreement) and the covenants hereafter set forth in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

## SECTION I. COMPLETION BONDS AND WARRANTY BONDS FOR PROJECT IMPROVEMENTS

1.1. Engineer's Estimate. Developer's engineer will provide estimates for each of the proposed fifteen (15) phases of the Project. Each phase will have its own development schedule, each of which can be independent of and unrelated to the development schedule of any other phase.

1.2. Completion Bond. In compliance with Section 9-21(I)-1 of the Code, Developer will provide a Completion Bond in connection with Developer's execution of the final plat for any phase of the Project. The form and amount of the Completion Bond is subject to approval of the County engineer as set forth in Section III.

## SECTION II. OBLIGATION TO CONSTRUCT PROJECT IMPROVEMENTS

2.1 Project Improvements. With respect to any particular phase, the Developer shall complete the agreed Project improvements for that phase within the proposed timeline for that phase, plus an additional period of time as mutually agreed by the Parties provided however that such additional time shall not be less than one (1) year nor more than three (3) years for that phase of the Project.

2.2 Default. If the Developer defaults in its obligation to timely complete the Project improvements as specified in Section 2.1, subject to the provisions of Section 7.13, the County may pursue its remedies under the Completion Bond and any other remedy available under law.

### 3.1 SECTION III. WARRANTY FOR PROJECT IMPROVEMENTS

Completion Bond and Warranty Bond. The Developer hereby guarantees that, with respect to each approved phase, all Project improvements for that phase shall be installed through completion in accordance with plans approved by the County Engineer as set forth in KCC 9-21I-1. Developer further guarantees that, with respect to each approved phase, all Project improvements for that phase shall remain free of material defects for one year from the date of acceptance by the County in accordance with KCC 9-211-6.

#### 3.2 Form of Completion Bond and Warranty Bond.

A. The Completion Bond shall be in the form of a bond or irrevocable line of credit for each approved phase in the amount of one hundred ten percent (110%) of the Developer's engineer's estimated cost of improvements for that phase which is also reasonably approved by the Kane County Engineer, which approval the County Engineer shall not be unreasonably withhold. No additional inflation percentage shall be required. *See KCC 9-211-2.*

B. The Warranty Bond shall be in the amount of ten percent (10%) of the Developer's engineer's estimated cost of improvements for each phase which is also reasonably approved by the Kane County Engineer. This amount may be covered under the Completion Bond set forth in Subsection 3.2A so long as the bond/line of credit specifically covers the additional one (1) year warranty period. If the Completion Bond does not cover the additional one (1) year warranty period, then Developer shall submit a Warranty Bond in the amount of ten percent (10%) of the Developer's engineer's estimated cost of improvements which is also reasonably approved by the Kane County Engineer, which County Engineer approval shall not be unreasonably withheld.

C. In the unlikely event that Developer believes the approval of the County Engineer has been unreasonably withheld, the Developer shall submit written notice of its objection. Upon receipt of that written notice, the Parties will have ten (10) business days to resolve their dispute. If after such dispute resolution, in the further unlikely event that the approval of the County Engineer has still not yet been granted, and the Developer continues to believe the approval has been unreasonably withheld, then the Parties shall submit the disputed issue(s) to a mutually agreed competent engineer to resolve the dispute; the cost of such competent engineer shall be born equally by the Parties. In the event the Parties cannot agree on a competent engineer, then the two proposed competent engineers shall pick a 3<sup>rd</sup> engineer, which 3<sup>rd</sup> engineer shall then resolve the dispute. The Parties agree that this dispute resolution process shall take not more than ninety (90) days.

### 3.3 Acceptance and Release of Completion Bond and/or Warranty Bond

A. Request for conditional acceptance of any particular phase of the Project improvements and the corresponding reduction in either the Completion Bond or Warranty Bond or both must be submitted in writing by the Developer to the County. When installations of a particular phase of the Project improvements are seventy percent (70%) complete, then fifty percent (50%) of the Completion Bond will be released after inspection and written verification by the County Engineer. After completion of all required work for a particular phase, an additional fifty percent (50%) of the Completion Bond will be released after inspection and written verification by the County Engineer. After these two releases, ten percent (10%) of the original Completion Bond will still remain outstanding until completion of Warranty Bond the warranty period.

B. At the end of the one (1) year warranty period, there shall be a final warranty inspection by the County Engineer for that particular phase. Any and all defects, if any, must then be repaired and maintenance must be completed prior to final approval of that phase.

C. Upon final written approval by the County Engineer of that phase, the land use administrator shall, in writing, accept all improvements and release any remaining Completion Bond or Warranty Bond or both.

3.4 Repairs. If the County engineer reasonably finds that a repair or maintenance is necessary on any particular phase of the Project, the County will provide written notice ("Notice") to the Developer that specifies the necessary repair or maintenance. Developer will have a reasonable time to complete the necessary repairs or maintenance, but not event less than thirty (30) calendar days from the date of the written notice. For purposes of clarity, the provisions of Section 7.14 shall be incorporated into and apply with respect to any required repair or maintenance or both, although no repair nor maintenance in and of itself standing alone shall constitute a Default. If the Developer fails to perform the maintenance or repair within a reasonable time, the County shall pursue further remedy under the performance and completion bond or improvement warrantee.

## SECTION IV. PHASES OF THE PROJECT

4.1 Phases. As set forth above, this Project has fifteen (15) phases, each of which may be independently developed in such order as the Developer deems appropriate. After the final plat for any particular phase is approved, the Developer may immediately submit a preliminary plat for the next phase of the Project. The Parties agree that a Completion Bond and/or a Warranty Bond will be required as a condition for the execution or recording of the final plat for a particular phase.

## SECTION V. GENERAL RIGHTS AND RESPONSIBILITIES

5.1 Vested Rights for the Project. To the fullest extent permissible under the law, this Development Agreement for The Kanab 600 Kane County, Utah

Agreement grants and vests in Developer all rights consistent with the zoning in effect as of the Effective Date, including but not limited to the zoning exceptions listed below,, and to develop the Project as a planned unit developments (PUD) in accordance with the Preliminary Concept Plan, which Preliminary Concept Plan, including but not limited to the uses and zoning shown on the Preliminary Concept Plan, are hereby approved. The Parties agree that as part of the development of any phase, the Developer may construct model homes prior to the completion of full infrastructure for that phase, provided that the model home shall not be sold and the certificate of occupancy shall not be issued prior to the completion of the infrastructure for that phase. While it is not anticipated that any additional conditional uses are needed for the Project, the Developer reserves to right to submit additional conditional uses, if and when necessary. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement are both contractual and provided under the common law concept of vested rights. It is expressly understood by the County that Developer may assign all or any portions of its rights and obligations under this Agreement provided such assignees agree to be bound by the terms of this Agreement.

5.2 Zoning. With respect to the zoning to be in place as of the Effective Date, such zoning shall include the following exceptions:

- Code 9-20-3.H. referring to zoning for multi-family housing, which exception shall permit dwellings to be located both within the interior and around the perimeter of a particular phase;
- Code 9-20-9 referring to zoning for multi-family housing and their required setbacks, which exception shall [TBD];
- Code 9-6A-4.F. referring to household pets, which exception shall, with respect to phase(s) which have an Equestrian Center, permit the maximum number of household pets to be fifteen (15); and
- Code 9-21E-2 referring to phased subdivision and planned unit developments, which exception shall permit (a) more than four (4) phases to be developed, where each phase may be developed in the order as determined by the Developer in its reasonable discretion, and (b) any particular phase developed to be less than twenty-five percent (25%) of the total number of lots in the subdivision or twenty five percent (25%) of the area of a planned unit development.
- Code 9-21G-5 referring to standard block lengths, which exception shall permit lengths of greater than 1,000 feet.
- With respect to outdoor lighting, the Developer will reasonably and substantially comply with Kanab Land Use Ordinance Chapter 22 – Outdoor Lighting

5.3 Statement Regarding “Compelling, Countervailing Public Interests”. The County and the Developer acknowledge each is familiar with the “compelling, countervailing public interest” exception to the doctrine of vested rights in the State of Utah. The County acknowledges that as of the date of this Agreement, to the best of its knowledge, information and belief, the County is presently unaware of any material facts under which a desire of the County to modify Developer’s rights under this Agreement or the Preliminary Site Plan would be justified by a “compelling, countervailing public interest.” County shall immediately notify Developer if any such facts come to County’s attention after the execution of this Agreement, and shall take all reasonable steps to maintain Developer’s vested rights as set forth in this Agreement or the Preliminary Site Plan.

Development Agreement for The Kanab 600 Kane  
County, Utah

5.4 Dedication. Developer shall dedicate the water system to the Kane County Water Conservancy District upon completion. Dedication of the sewage system is independent of the dedication of the water system and may be separately dedicated to a public infrastructure district or other mutually agreed entity.

5.5 Public Infrastructure District. Notwithstanding anything to the contrary in this Agreement, the County and Developer specifically agree and acknowledge that the Developer shall be entitled to seek the creation of one or more Public Infrastructure Districts permitted pursuant to Utah statutes, particularly chapter 2a, part 12 of the Public Infrastructure District Act (the "PID Act") as determined by Developer, in order to implement and facilitate the financing, construction and operation of public infrastructure for the Property. Subject to the provisions of the PID Act, the County and Developer agree to continuing cooperation in connection with the formation and operation of Public Infrastructure District(s) in order to accommodate development circumstances, to fund, construct and/or provide public facilities and services as set forth in this Agreement, including but not limited to streets, water, sewer and drainage, with or otherwise serving all or a portion of the Property. The County agrees that it will exercise any rights reserved to the County under the PID Act the connection with the establishment or operation of any Public Infrastructure District for the Property, or any portion thereof, in accordance with the requirements of the PID Act. The County agrees that any obligation set forth in this Agreement for the financing and construction of public improvements which are required to serve the Property, which will be owned by the County, a Public Infrastructure District or other limited purpose government entity may be undertaken, performed and completed by a Public Infrastructure District, subject to the requirements of the PID Act and the approval of the County consistent therewith. Any Public Infrastructure District created for the Property, or any portion thereof, shall not create any financial liabilities for the County. For purpose of clarity, in compliance with Code 9-20-3-E, if formed the PID will be responsible for and have jurisdiction over the preservation, maintenance and ownership of any and all open, common areas under this Agreement. If, in contrast, a PID is not formed, the home owners' association (HOA) or other similar organization shall be responsible for and have jurisdiction over preservation, maintenance and ownership of open, common areas under this Agreement.

5.5 Covenant. The Developer shall not sell, lease, or convey any part of the Property to any person before this Agreement is executed. For clarity, upon execution of this Agreement, Developer may sell, lease, or convey any part of the Property to any person at Developers sole discretion.

## SECTION VI. GENERAL PROVISIONS

6.1 Binding Effect. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties hereto and their successors in interest. This Agreement shall run with the Property, binding all successors, heirs, and assigns of the Property, to secure the installation of the improvements required together with payment of all costs, including reasonable attorney fees which may be incurred by the County in the enforcement of any of the terms and provisions of the Agreement.

6.2 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and among the Parties that: (i) the Project is a private development; (ii) there is no agency relationship, joint venture, or partnership between the County and the Developer; and (iii) nothing contained herein shall be construed as creating any such relationship among the County and Developer.

6.3 Modification of the Preliminary Concept Plan. The Parties hereby agree that the Developer may amend and/or modify the Preliminary Concept Plan from time to time as needed, provided: (1) the Developer keeps a minimum of twenty percent (20%) of the Project as open space and/or common areas; and (2) the Developer submits each Preliminary Concept Plan modification/ amendment proposal (“Plan Revision”) to the County for approval, which approval shall not be unreasonably withheld. For purposes of administrative convenience, any Plan Revision shall be automatically deemed approved if both of the following conditions are met: (a) density across all phases does not increase, AND (b) the proposed modification is minor (for example, redrawn lot lines such that the lot size of any affected lot has not changed by more than five percent (5%)).

6.4 No Obligation to Undertake Development. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall impose on Developer an obligation or affirmative requirement to develop the Project or any portion thereof. If Developer undertakes to develop all or any portion of the Project pursuant to the Preliminary Concept Plan and this Agreement, Developer agrees to abide by the terms and conditions of this Agreement and the Preliminary Concept Plan.

## SECTION VII. MISCELLANEOUS

7.1 Incorporation of Recitals, Introductory Paragraphs, and Exhibits. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

7.2 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

7.3 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.

7.4 Construction. This Agreement has been reviewed and revised by legal counsel for the Developer and the County, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Further Assurances, Documents and Acts. Each Party hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

7.5 Assignment. In conjunction with the sale of some or all of the land to be developed under this Agreement, Developer may assign this Agreement, in part or in whole, to a replacement developer provided however that the Developer shall assign both the rights and obligations under this Agreement with respect to the part, or whole, which is assigned. Upon assignment, with respect to the assigned portion only, Developer shall be released from all rights and obligations and County thereafter shall look only to the assignee. The rights of the County under this Agreement shall not be assigned, but the County is authorized to enter into any contract with a third party to perform obligations of the County to operate and maintain any infrastructure improvement so long as such party adequately and reasonably maintains and operates such facility or improvement.

7.6 Recording. This Agreement shall be recorded in its entirety, at Developer’s expense, in the Official Records of Kane County, Utah.

Development Agreement for The Kanab 600 Kane  
County, Utah

7.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

7.8 Notices. Any notice or communication required hereunder between the Parties shall be in writing, and may be given either personally, by overnight courier, by hand delivery or by registered or certified mail, return receipt requested or by facsimile. If given by overnight courier or registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five

(5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such Party set forth below (provided, however, that the notice is not effective unless transmission is confirmed and a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the other Party. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to Developer: KANAB 600, LLC  
c/o Oscar Covarrubias  
PO Box 785  
Lehi, UT 84043

With a copy to: Mountain Venture Studio 1, LLC  
Brett R. Keenan, General Counsel  
PO Box 785  
Lehi, UT 84043

If to County: Kane County  
c/o Shannon McBride 76 N. Main St.  
Kanab, UT 84741

With a copy to: Kane County Attorney  
Attn: Rob Van Dyke 76 N. Main St.  
Kanab, UT 84741

7.9 No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties. No third party shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise.

7.10 Counterparts and Exhibits, Entire Agreement. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original.

7.11 Duration. This Agreement shall continue in force and effect for a term of thirty-five (35) years from the Effective Date. Upon the termination of this Agreement, the Parties shall, at the request of either Party, execute an appropriate recordable instrument confirming that this Agreement has been fully performed, terminated, or lapsed as provided for herein.

7.12 No Further Exactions. Subject to the obligations of Developer hereunder, no further exactions shall be required of Developer by the County for the Project. Notwithstanding

Development Agreement for The Kanab 600 Kane  
County, Utah

the foregoing, this paragraph shall not be construed to relieve Developer from any dedications or other requirements required by applicable law or ordinance in effect when this Agreement is executed unless otherwise provided in this Agreement.

7.13 Default. Failure by a Party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "Cure Period") after written notice thereof from the other Party shall constitute a default ("Default") by such failing Party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing Party commences its efforts to cure within the initial thirty (30) day period and diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or may terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

7.14 Termination. If the County elects to consider terminating this Agreement due to any uncured Default by Developer, then the County shall give to the Developer written notice of County's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by County's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If County's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, County shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. County may thereafter pursue any and all remedies at law or equity.

7.15 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by County or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

7.16 Severability, Invalidity. If County's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the Parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected and this Agreement shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.

7.17 Force Majeure. Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including but not limited to, acts of God, acts of the United States Government or the State of Utah, s, floods, strikes, materials shortages, embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify County and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.

7.18 Institution of Legal Action. In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Sixth District Court, Kane County, State of Utah.

7.19 Names and Plans. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.

7.21. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the County Commission taken with the same formality as the vote approving this Agreement.

[SIGNATURE PAGE  
FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the Developer, by persons duly authorized to execute the same, by the County, acting by and through its County Commission by duly authorized persons as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

COUNTY:

Attest:

Kane County, a political subdivision of the State of Utah

\_\_\_\_\_  
Karla

\_\_\_\_\_  
Johnson

\_\_\_\_\_  
County Clerk

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

\_\_\_\_\_  
Chair, Kane County Commission

DEVELOPER:

KANAB 600,  
LLC

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

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

STATE OF UTAH )

ss.

COUNTY OF Kane )

On the \_\_\_\_\_ day of \_\_\_\_\_ 2022, personally appeared before me \_\_\_\_\_ whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the manager of KANAB 600, LLC, and did duly acknowledge to me that the foregoing document was entered into on behalf of such entity by authority of its organizational documents and that the document was the act of KANAB 600, LLC, for its stated purpose.

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Notary Public

Development Agreement for The Kanab 600 Kane  
County, Utah

**KANE COUNTY ORDINANCE NO. O-2023-03**

**AN ORDINANCE AMENDING TITLE 9 CHAPTER 5 OF THE KANE COUNTY LAND USE ORDINANCE**

**WHEREAS**, the Kane County Planning Commission and Kane County Board of Commissioners desire to make recommended changes to specific sections of Chapter 5 of the Kane County Land Use Ordinance; and

**WHEREAS**, the purpose of amending this chapter is as follows: Chapter 5, Agriculture Zone, is amended to include information regarding Agriculture Protection Areas as set forth by Utah Code Ann. § 17-41-101; Article B, Rural Zones, is retitled Agriculture Protection Areas and deals strictly with the procedure for creating Agriculture Protection Areas; Article C will be created to be the Rural Zones article; and

**WHEREAS**, The Utah Legislature, by enactment of SB 227 in its 1994 general session, as codified in Utah Code Ann. §17-41-101, et seq., provided a procedure for creating Agriculture Protection Areas

**WHEREAS**, the Kane County Planning Commission, after a duly noticed public hearing, recommended for approval amendments to sections 9-5B & added section 9-5C of Chapter 5 of the Kane County Land Use Ordinance; and

**WHEREAS**, the Kane County Board of Commissioners desires to implement the recommended amendments; and

**WHEREAS**, the authority for this ordinance is found in Utah Code §17-27a-102, 501, and §17-53-201;

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

Chapter 5 of the Kane County Land Use Ordinance is amended as set forth below. 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.

//

**ARTICLE B. RURAL ZONES (RU-10 AND RU-40)**

**SECTION:**

**9-5B-1: Purpose**

**9-5B-2: Area And Setback Regulations**

**9-5B-3: Height Regulations**

**9-5B-4: Modifying Regulations**

**9-5B-5: Codes And Symbols**

**9-5B-6: Uses Table**

**9-5B-1: PURPOSE:**

Kane County continues to grow and increase in economic development. In areas of the county where there is a large amount of land that is zoned agricultural there is very low density and many lands that retain a rural feel along with many traditional agricultural uses. These lands are not suitable to be zoned commercial with the possibility of many varied commercial uses that are much higher in density and come with a much larger impact to the surrounding areas. However, to promote appropriate growth and economic development in these low density rural areas there is a need to allow additional uses beyond what is allowed in the Agricultural Zone. The purpose of the Rural Zone is to allow uses that are similar to the Agricultural Zone but also allow some additional uses for growth and economic development, such as recreation and tourism related uses that are better suited for these rural areas. (Ord. O-2020-14, 6-23-2020)

**9-5B-2: AREA AND SETBACK REGULATIONS:**

<b>District</b>	<b>Min. Area</b>	<b>Front</b>	<b>Side</b>	<b>Rear</b>
RURAL 10	10 acres	30 feet	30 feet	30 feet
RURAL 40	40 acres	30 feet	30 feet	30 feet

(Ord. O-2020-14, 6-23-2020)

**9-5B-3: HEIGHT REGULATIONS:**

A building erected to a height greater than thirty five feet (35') requires a conditional use permit. (Ord. O-2020-14, 6-23-2020)

**9-5B-4: MODIFYING REGULATIONS:**

- A. Accessory Building Side Yard: Accessory buildings located at least ten feet (10') behind the main building may have a ten foot (10') side yard requirement except that the street side of a corner lot shall be a minimum of thirty feet (30') for all buildings.
- B. Accessory Building Rear Yard: Accessory building located at least ten feet (10') behind the main building may have a rear yard of ten feet (10') provided that a corner lot rearing on a side yard of another lot, the minimum rear yard for all buildings shall be ten feet (10').
- C. Water And Sewer: Individual water supply and/or sewage disposal systems shall be subject to the approval of the Department of Health.
- D. Parking and loading space requirements are regulated in Chapter 13: Parking And Loading Space Requirements.
- E. Short Term Or Vacation Rental: In the event that there is more than one dwelling on a single lot that may be considered a short term rental or vacation rental as defined in section 9-1-7 of this title, two (2) dwellings may be rented and may be used as a short term rental or vacation rental. (Ord. O-2020-14, 6-23-2020; amd. Ord. O-2020-15, 7-14-2020)

**9-5B-5: CODES AND SYMBOLS:**

- A. In section **9-5B-6** of this article is a table describing uses of land or buildings that are allowed in the zone as shown. Permitted uses are indicated by a "P" in the appropriate column. Uses that may be permitted by a conditional use permit issued by

the land use authority are indicated by a "C" in the appropriate column. If a use is not allowed in a given zone, it is either not named in the use list or it is indicated in the appropriate column by a dash, "-".

B. All uses listed in the Agricultural Zone and Residential Zones shall be allowed in the Rural Zones with the appropriate designated use of permitted, conditional or not allowed. If there is a conflict between the designated uses in the Agricultural Zone the most restrictive use shall apply. Exceptions include rural unimproved subdivisions that can only be used for agricultural purposes as defined in Utah State Code 59-2-502.

C. Any use not named in this table, which may be considered harmonious with the zone and current allowed uses, can be considered for proposed inclusion into this chapter by the Kane County Land Use Authority in a public hearing and approval of the County Commission. (Ord. O-2020-14, 6-23-2020)

**9-5B-6: USES TABLE:**

Accessory buildings and uses customarily incidental to conditional uses	C	C
Accessory buildings and uses customarily incidental to permitted uses	P	P
Animal shelter, commercial	C	C
Animal shelter, private	P	P
ATV tours & rentals	-	-
Building with a height greater than 35 feet	C	C
Campground/glamp ground with up to 14 sites for the first 10 acres, and an additional 8 sites for each additional 10 acres up to a maximum of 70 sites on 80 acres or more	C	C
Fruit, fruit juice store; fruit and/or vegetable stand, or store	P	P
Gift shop; incidental to permitted uses	P	P
Golf courses	C	C
Helicopter tours	-	-
Helipad, private	-	C
Parks and other recreational areas	C	C
Parking lot incidental to a use conducted on the premises	P	P
Public parks and playground	P	P
Reception center and/or wedding chapel	P	P
Recreational center, recreational camp, facilities or area that is private and/or commercial	P	P
Recreational vehicle park	-	C
Temporary buildings for uses incidental to construction work, including living quarters for a guard, night watchman or	P	P

family, which buildings must be removed upon completion or abandonment of the construction work		
Tourist and tour guide companies or services	€	₽
4x4 Vehicle tours & rentals	-	-

(Ord. O-2020-14, 6-23-2020; amd. Ord. O-2020-15, 7-14-2020; Ord. O-2022-03, 2-22-2022; Ord. O-2022-25, 5-24-2022)

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## ARTICLE B. AGRICULTURE PROTECTION AREAS

SECTION:

**9-5B-1: Purpose**

**9-5B-2: Agriculture Protection Area Advisory Board**

**9-5B-3: Appointment of Board Members**

**9-5B-4: Term in Office, Removal of Members**

**9-5B-5: Quorum and Rules of Operation**

**9-5B-6: Minimum Size for Agriculture Protection Areas**

**9-5B-7: Fees for Accepting and Processing Agriculture Protection Area Proposals**

**9-5B-1: PURPOSE:**

To provide a clear understanding of the process set forth by Utah Code by which property owners conducting agricultural operations on their property can enter into a protection area allowing them certain rights in regards to neighboring property owners who may deem the operation(s) a nuisance.

**9-5B-2: AGRICULTURE PROTECTION AREA ADVISORY BOARD:**

An Agriculture Protection Area Advisory Board is hereby established for Kane County pursuant to Utah code Ann. §17-41-201 to perform the duties set out in §17-41-201 or any later amendment or enactment of that section.

**9-5B-3: APPOINTMENT OF BOARD MEMBERS:**

The Board of County Commissioners of Kane County, Utah shall appoint five (5) members to the Agriculture Protection Area Advisory Board established under Section 9-5B-2. The board members shall be appointed by resolution from the Kane County Soil Conservation District, among the members of the board of Supervisors.

**9-5B-4: TERM IN OFFICE, REMOVAL OF MEMBERS:**

Each member appointed to the Agriculture Protection Area Advisory Board shall serve on said board until expiration of that member's respective term on the Soil Conservation District Board of Supervisors. By majority vote of the Agricultural Protection Area Advisory Board, the Board of County Commissioners of Kane County may remove and replace any Advisory Board member for cause or for failure to perform the required duties.

**9-5B-5: QUORUM AND RULES OF OPERATION:**

Any three (3) members of the Agriculture Protection Area Advisory Board shall constitute a quorum of that board. All actions of the Board, except to adjourn a meeting at which there is not a quorum present, must be made in a meeting at which a quorum is present. Any actions of the Agriculture Protection Area Advisory Board must be approved by at least three (3) members of that Board. All meetings shall be conducted in accordance with the Utah Open and Public Meetings act. The Agriculture Protection Area Advisory Board may adopt such additional bylaws, policies, procedures and rules of operation as it deems necessary to govern its affairs, and operate pursuant to statute.

**9-5B-6: MINIMUM SIZE FOR AGRICULTURE PROTECTION AREAS:**

Pursuant to Utah Code Ann. §17-41-301(5), or any later amendment or enactment of that section, at least 1 continuous acre must be included in each agriculture protection area established within Kane County.

**9-5B-7: FEES FOR ACCEPTING AND PROCESSING AGRICULTURE PROTECTION AREA PROPOSALS.**

Any proposals to create agriculture protection areas within Kane County, Utah shall be filed in the office the Kane County Land Use Authority. All proposals must be accompanied by the filing fee established by the Agricultural Protection Area Advisory Board.

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**ARTICLE C. RURAL ZONES (RU-10 AND RU-40)**

SECTION:

[9-5C-1: Purpose](#)

[9-5C-2: Area And Setback Regulations](#)

[9-5C-3: Height Regulations](#)

[9-5C-4: Modifying Regulations](#)

[9-5C-5: Codes And Symbols](#)

[9-5C-6: Uses Table](#)

### **9-5C-1: PURPOSE:**

Kane County continues to grow and increase in economic development. In areas of the county where there is a large amount of land that is zoned agricultural there is very low density and many lands that retain a rural feel along with many traditional agricultural uses. These lands are not suitable to be zoned commercial with the possibility of many varied commercial uses that are much higher in density and come with a much larger impact to the surrounding areas. However, to promote appropriate growth and economic development in these low density rural areas there is a need to allow additional uses beyond what is allowed in the Agricultural Zone. The purpose of the Rural Zone is to allow uses that are similar to the Agricultural Zone but also allow some additional uses for growth and economic development, such as recreation and tourism related uses that are better suited for these rural areas. (Ord. O-2020-14, 6-23-2020)

### **9-5C-2: AREA AND SETBACK REGULATIONS:**

<b><u>District</u></b>	<b><u>Min. Area</u></b>	<b><u>Front</u></b>	<b><u>Side</u></b>	<b><u>Rear</u></b>
RURAL 10	10 acres	30 feet	30 feet	30 feet
RURAL 40	40 acres	30 feet	30 feet	30 feet

(Ord. O-2020-14, 6-23-2020)

### **9-5C-3: HEIGHT REGULATIONS:**

A building erected to a height greater than thirty five feet (35') requires a conditional use permit. (Ord. O-2020-14, 6-23-2020)

### **9-5C-4: MODIFYING REGULATIONS:**

A. Accessory Building Side Yard: Accessory buildings located at least ten feet (10') behind the main building may have a ten foot (10') side yard requirement except that the street side of a corner lot shall be a minimum of thirty feet (30') for all buildings.

B. Accessory Building Rear Yard: Accessory building located at least ten feet (10') behind the main building may have a rear yard of ten feet (10') provided that a corner lot rearing on a side yard of another lot, the minimum rear yard for all buildings shall be ten feet (10').

C. Water And Sewer: Individual water supply and/or sewage disposal systems shall be subject to the approval of the Department of Health.

D. Parking and loading space requirements are regulated in Chapter 13: Parking And Loading Space Requirements.

E. Short Term Or Vacation Rental: In the event that there is more than one dwelling on a single lot that may be considered a short term rental or vacation rental as defined in section 9-1-7 of this title, two (2) dwellings may be rented and may be used as a short term rental or vacation rental. (Ord. O-2020-14, 6-23-2020; amd. Ord. O-2020-15, 7-14-2020)

### **9-5C-5: CODES AND SYMBOLS:**

A. In section **9-5B-6** of this article is a table describing uses of land or buildings that are allowed in the zone as shown. Permitted uses are indicated by a "P" in the appropriate column. Uses that may be permitted by a conditional use permit issued by the land use authority are indicated by a "C" in the appropriate column. If a use is not allowed in a given zone, it is either not named in the use list or it is indicated in the appropriate column by a dash, "-".

B. All uses listed in the Agricultural Zone and Residential Zones shall be allowed in the Rural Zones with the appropriate designated use of permitted, conditional or not allowed. If there is a conflict between the designated uses in the Agricultural Zone the most restrictive use shall apply. Exceptions include rural unimproved subdivisions that can only be used for agricultural purposes as defined in Utah State Code 59-2-502.

C. Any use not named in this table, which may be considered harmonious with the zone and current allowed uses, can be considered for proposed inclusion into this chapter by the Kane County Land Use Authority in a public hearing and approval of the County Commission. (Ord. O-2020-14, 6-23-2020)

#### **9-5C-6: USES TABLE:**

Use	Rural 10	Rural 40
Accessory buildings and uses customarily incidental to conditional uses	<u>C</u>	<u>C</u>
Accessory buildings and uses customarily incidental to permitted uses	<u>P</u>	<u>P</u>
Animal shelter, commercial	<u>C</u>	<u>C</u>
Animal shelter, private	<u>P</u>	<u>P</u>
ATV tours & rentals	=	=
Building with a height greater than 35 feet	<u>C</u>	<u>C</u>
Campground/glamp-ground with up to 14 sites for the first 10 acres, and an additional 8 sites for each additional 10 acres up to a maximum of 70 sites on 80 acres or more	<u>C</u>	<u>C</u>
Fruit, fruit juice store; fruit and/or vegetable stand, or store	<u>P</u>	<u>P</u>
Gift shop; incidental to permitted uses	<u>P</u>	<u>P</u>
Golf courses	<u>C</u>	<u>C</u>
Helicopter tours	=	=
Helipad, private	=	<u>C</u>
Parks and other recreational areas	<u>C</u>	<u>C</u>
Parking lot incidental to a use conducted on the premises	<u>P</u>	<u>P</u>
Public parks and playground	<u>P</u>	<u>P</u>
Reception center and/or wedding chapel	<u>P</u>	<u>P</u>
Recreational center, recreational camp, facilities or area that is private and/or commercial	<u>P</u>	<u>P</u>
Recreational vehicle park	=	<u>C</u>

<u>Temporary buildings for uses incidental to construction work, including living quarters for a guard, night watchman or family, which buildings must be removed upon completion or abandonment of the construction work</u>	<u>P</u>	<u>P</u>
Tourist and tour guide companies or services	<u>C</u>	<u>P</u>
4x4 Vehicle tours & rentals	<u>z</u>	<u>z</u>

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**MOTION: I move to recommend denial/approval of Ordinance O-2023-03, amending Chapter 5, Article B and adding Article C of the Kane County Land Use Ordinance, to the County Commission.**