



SPECIAL TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, February 25, 2026 at 6:00 PM

MINUTES

Notice is given that a meeting of the Town Council of the town of apple valley was held on Wednesday, February 25, 2026, commencing at 6:00 pm or shortly thereafter at 1777 N Meadowlark Dr, Apple Valley. The meeting was held electronically via zoom as noticed on the agenda.

CALL TO ORDER

Mayor Farrar called the meeting to order at 6:00 PM.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led.

PRAYER

A prayer was offered.

ROLL CALL

PRESENT

Mayor Michael Farrar
Council Member Kevin Sair
Council Member Annie Spendlove
Council Member Scott Taylor
Council Member Richard Palmer

DECLARATION OF CONFLICTS OF INTEREST

Following roll call, the Mayor asked if there were any conflicts of interest. None were declared.

The Mayor then stated:

“Good evening, everyone. Tonight, we have a public meeting on the proposed termination of seven Master Development Agreements due to uncured material defaults identified in the notices of default issued January 13, 2026. These defaults include, without limitation, false representation and execution regarding ownership and authority to enter into the Master Development Agreements, unauthorized transfers of property, unauthorized transfers of property subject to the Master Development Agreements, and unauthorized assignment of interest governed by the Master Development Agreements without providing the required notice to the Town.

Additionally, the Town has ongoing and substantial concerns regarding the master developer’s financial capacity and ability to perform. The Town has followed the required notice and meet and confer procedure under such agreements.

Tonight, we are faced with some very difficult decisions. Based upon the information we had at the time, the Town Council voted and approved the seven MDAs. Obviously, at that time, based upon the information we had, we were in favor of the seven MDAs and felt they would be good for our Town.

We have spent lots of time and money working on these MDAs with the hope that someday these agreements would result in some positive growth and financial stability for our small town. It is very hard to consider the fact that all of our hard work could have been for nothing, but we must make decisions to protect the Town based upon what is in the best interest of the Town, and not our personal desires or feelings.

We are elected officials, elected by the residents of Apple Valley. We must act in the best interest of the residents, what is best for the Town financially, and what is best for the overall future of our small rural town.

These are very difficult decisions, and decisions I know none of you take lightly.

With that being said, the meeting is now open for discussion, presentation of evidence, and public comment before we take any Council action.”

The Mayor then opened the public comment period.

PUBLIC COMMENTS: 3 MINUTES EACH - DISCRETION OF MAYOR FARRAR

The Mayor opened the public comment period and stated that comments would be limited to three minutes and that the Council would not be taking questions.

Margaret Ososki stated:

“Since Crimson Peaks is in default and you are canceling their development agreement, that was supposed to help us get the roads fixed. Do you have a backup plan for that, because we’re dealing with a lot of dust out there?”

Bruce Baird, attorney for the master developer, addressed the Council and requested that his comments apply to all seven Master Development Agreements and the zoning ordinance item. No objection was raised.

Bruce Baird stated:

“Thank you, Mr. Mayor, Members of the Town Council. I will be brief. For those of you who attended the Planning Commission meeting last night, this will be similar information.

One year ago, we all believed these were good projects and approved them. Nothing about the projects has changed. The benefits to the Town remain the same, including infrastructure and improvements that were anticipated. The Town has already received certain benefits, including the water tank and easements.

Under Utah law, there is a distinction between something that is false and something that is incorrect. Any issues with signatures were technical errors, not intentional misrepresentations, and are curable.

The Town has had notice of these matters and has accepted benefits under the agreements, which may constitute ratification or waiver of certain claims. We believe the Town has legal exposure if it proceeds.

Litigation would be costly for both sides, potentially hundreds of thousands of dollars. If the Town proceeds, it risks damages that it may not be able to afford.

We also believe the Town has imposed requirements, including water agreements, that are inconsistent with state law and constitutional provisions.

With regard to financial concerns, those issues are not relevant and have been waived. Development typically proceeds in phases, with financing obtained after entitlements are secured.

If the Town proceeds with termination and loses even one case, it could result in significant liability. Ultimately, this may lead to settlement and reinstatement of the agreements, curing of defects, and completion of the developments.

We respectfully request that the Town table these matters and discuss them with legal counsel in a closed session, with the goal of mediation or arbitration to resolve these technical issues.

Nothing about these projects has changed, and there is no need to escalate this into litigation over technicalities.

Thank you.”

Rich Ososki stated:

"From what I understand, Travis Home has filed for personal bankruptcy. I'm just curious how that factors into these defaults."

Elend LeBaron stated:

"That property is mine. I authorized Travis to negotiate with the Town, but the property is, in fact, mine. I am financially capable of managing this project, and I am not under any legal issues or investigation."

Whatever may or may not apply to Travis does not apply to me. I am reputable in my community and capable of moving this project forward.

Regarding the issue of signatures, I was informed that a development agreement requires the owner's signature rather than an authorized agent. At most, this is a technical error that can be corrected.

If this agreement is terminated, it will be financially devastating to me. I relied on the zoning and development agreement when investing time and resources into this property.

Please do not move forward with terminating this agreement."

Todd Anderson, speaking on behalf of Elend LeBaron, stated:

"The property owner did purchase the property as OST, but the Town later took action and approved a development agreement, which created vested rights."

The owner relied on that agreement to their detriment. If the Town moves forward with termination, there are potential damages.

I understand the Town may disagree, but I want to make sure that position is clearly stated for the record."

The Mayor closed the public comment period.

The Mayor then stated:

"Before the Town Council takes action, I will present to the Council lots of information about the MDAs, Utah law, and the master developer. I will also provide some proof of this information."

Since the master developer's attorney has questioned my integrity and honesty tonight and during last night's Planning Commission meeting, and in letters sent to the Council and Planning Commission, I want to respond to those comments.

Most everything I present to you tonight is public information readily available online. Most everyone knows me, and I have proven during my time working with the Town that I am honest and transparent. I do not take it lightly when someone questions my honesty or integrity.

First, I want to respond to some of the comments made. The master developer's attorney suggested that nothing has changed and that these projects are still good for the Town. What has changed is that the master developer has not been honest with me or the Town, has not acted in good faith, and has demonstrated financial instability. There have been bankruptcies, questions about ownership, multiple lien holders, and foreclosure activity.

There are also concerns regarding how properties have been transferred between different LLCs, and whether the proper parties executed the agreements. There are additional concerns regarding the developer's ability to perform and the overall impact on the Town.

The Town has attempted to work through these issues. We have followed the required procedures under the agreements, including notice and opportunities to meet and confer. However, based on the responses received, it became clear that resolution on acceptable terms was not being reached.

There have also been statements regarding potential litigation and damages. While litigation is always a possibility, the Town cannot allow threats or financial pressure to dictate its decisions. The Town must act based on what is right and in the best interest of the residents.

I also want to address comments regarding water agreements and impact fees. The Town did not delay the developer. The structure of the water agreement and impact fees was explained, and options were provided. The developer chose a particular approach and later did not follow through.

Additionally, there are concerns regarding lien holders who were not parties to the agreements, as well as ownership discrepancies at the time the agreements were executed. These issues raise questions about enforceability.

There are also ongoing financial concerns, including bankruptcies, foreclosure notices, and unpaid obligations. These matters further affect the developer's ability to perform under the agreements.

Based on all of this information, I believe it is in the best interest of the Town to terminate the seven Master Development Agreements.

At this time, I will present documentation supporting these concerns, and then we will proceed to discussion and action."

The Mayor then presented documentation, which was displayed on screen and is included as part of the meeting recording on the Utah Public Notice Website (UPN).

DISCUSSION AND ACTION

1. **Consideration and possible adoption of a resolution declaring uncured defaults under the Crimson Peaks Master Development Agreement and terminating the agreement. Resolution No. R-2026-07.**

Council Member Spendlove stated that reviewing the documents had taken significant effort and that it had been difficult to follow the trail of documents and transfers. Council Member Sair stated that they had been involved from the beginning and had given the Master Developer the benefit of the doubt, but believed the matter had reached a point where action was necessary.

MOTION: Council Member Taylor moved that the Town Council adopt Resolution No. R-2026-07 declaring that the Master Developer is in material default under the Master Development Agreement, that such defaults are uncured, that the agreement is terminated effective immediately, that all vested rights, approvals, and obligations under the agreement are revoked.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a roll call vote:

Mayor Farrar - Aye

Council Member Sair - Aye

Council Member Spendlove - Aye

Council Member Taylor - Aye

Council Member Palmer - Aye

Motion carried.

2. **Consideration and possible adoption of a resolution declaring uncured defaults under the West Temple Master Development Agreement and terminating the agreement. Resolution No. R-2026-08.**

MOTION: Council Member Taylor moved that the Town Council adopt Resolution No. R-2026-08 declaring that the Master Developer is in material default under the Master Development Agreement, that such defaults are uncured, that the agreement is terminated effective immediately, that all vested

rights, approvals, and obligations under the agreement are revoked.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a roll call vote:

Mayor Farrar - Aye

Council Member Sair - Aye

Council Member Spendlove - Aye

Council Member Taylor - Aye

Council Member Palmer - Aye

Motion carried.

3. Consideration and possible adoption of a resolution declaring uncured defaults under the Gooseberry Preserve at Zion Master Development Agreement and terminating the agreement. Resolution No. R-2026-09.

Council Member Spendlove stated that the Council was not taking the matter lightly and noted that the developments had presented benefits for the community.

MOTION: Council Member Taylor moved that the Town Council adopt Resolution No. R-2026-09 declaring that the Master Developer is in material default under the Master Development Agreement, that such defaults are uncured, that the agreement is terminated effective immediately, that all vested rights, approvals, and obligations under the agreement are revoked.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a roll call vote:

Mayor Farrar - Aye

Council Member Sair - Aye

Council Member Spendlove - Aye

Council Member Taylor - Aye

Council Member Palmer - Aye

Motion carried.

4. Consideration and possible adoption of a resolution declaring uncured defaults under the Miles Mark Master Development Agreement and terminating the agreement. Resolution No. R-2026-10.

MOTION: Council Member Taylor moved that the Town Council adopt Resolution No. R-2026-10 declaring that the Master Developer is in material default under the Master Development Agreement, that such defaults are uncured, that the agreement is terminated effective immediately, that all vested rights, approvals, and obligations under the agreement are revoked.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a roll call vote:

Mayor Farrar - Aye

Council Member Sair - Aye

Council Member Spendlove - Aye

Council Member Taylor - Aye

Council Member Palmer - Aye

Motion carried.

5. Consideration and possible adoption of a resolution declaring uncured defaults under the Redstone at Canaan Master Development Agreement and terminating the agreement. Resolution No. R-2026-11.

MOTION: Council Member Taylor moved that the Town Council adopt Resolution No. R-2026-11 declaring that the Master Developer is in material default under the Master Development Agreement, that such defaults are uncured, that the agreement is terminated effective immediately, that all vested rights, approvals, and obligations under the agreement are revoked.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a roll call vote:

Mayor Farrar - Aye

Council Member Sair - Aye

Council Member Spendlove - Aye

Council Member Taylor - Aye

Council Member Palmer - Aye

Motion carried.

6. Consideration and possible adoption of a resolution declaring uncured defaults under the Solstice Master Development Agreement and terminating the agreement. Resolution No. R-2026-12.

MOTION: Council Member Taylor moved that the Town Council adopt Resolution No. R-2026-12 declaring that the Master Developer is in material default under the Master Development Agreement, that such defaults are uncured, that the agreement is terminated effective immediately, that all vested rights, approvals, and obligations under the agreement are revoked.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a roll call vote:

Mayor Farrar - Aye

Council Member Sair - Aye

Council Member Spendlove - Aye

Council Member Taylor - Aye

Council Member Palmer - Aye

Motion carried.

7. Consideration and possible adoption of a resolution declaring uncured defaults under the Gooseberry Springs Ranch Master Development Agreement and terminating the agreement. Resolution No. R-2026-13.

MOTION: Council Member Taylor moved that the Town Council adopt Resolution No. R-2026-13 declaring that the Master Developer is in material default under the Master Development Agreement, that such defaults are uncured, that the agreement is terminated effective immediately, that all vested rights, approvals, and obligations under the agreement are revoked.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a roll call vote:

Mayor Farrar - Aye

Council Member Sair - Aye

Council Member Spendlove - Aye

Council Member Taylor - Aye

Council Member Palmer - Aye

Motion carried.

8. Consideration and possible adoption of an ordinance repealing ordinance O-2025-17 and restoring the prior zoning classification for certain property previously rezoned from OST (Open Space Transition to RE-1 (Rural Estates 1 Acre). Ordinance No. O-2026-06.

MOTION: Council Member Taylor moved that the Town Council adopt Ordinance No. O-2026-06 repealing Ordinance No. O-2025-17 and restoring the prior zoning classification for certain property previously rezoned from OST (Open Space Transition) to RE-1 (Rural Estates 1 Acre).

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a roll call vote:

Mayor Farrar - Aye
Council Member Sair - Aye
Council Member Spendlove - Aye
Council Member Taylor - Aye
Council Member Palmer - Aye

Motion carried.

Following adoption of the resolutions and ordinance, the Mayor responded to the earlier public comment regarding Gooseberry roads. The Mayor stated that a backup plan was being pursued for paving the roads and that the work was intended to be included in a broader Town road project, subject to the public bidding process. Council Member Sair also reported that road base had recently been placed on portions of Gooseberry Road to improve current conditions.

REQUEST FOR A CLOSED SESSION: IF NECESSARY

No closed session was requested.

ADJOURNMENT

MOTION: Council Member Sair motioned to adjourn.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: All in favor, aye.

The meeting adjourned at 6:50 PM.



Date Approved: 4/15/20

Approved BY: [Signature]
Mayor | Mike Farrar

Attest BY: [Signature]
Recorder | Jenna Vizcardo