



TOWN COUNCIL - HEARING NOTICE AMENDED

1777 N Meadowlark Dr, Apple Valley
Wednesday, October 15, 2025 at 6:00 PM

HEARING NOTICE

Public Notice is given that the Town Council of Apple Valley, Washington County, Utah will hold Public Hearings on **Wednesday, October 15, 2025 at 6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Public Hearing will be held on the following topics:

1. Resolution R-2025-22, Amend Title 01.20.010 Residential Usage Fees and 01.20.030 Bulk Meter Usage Fees.
2. Resolution R-2025-23, Fee Schedule Amendment.
3. Resolution R-2025-25 Approval of the Water Agreement with Jepson Canyon Resort Development Co. Inc.
4. Ordinance O-2025-37, Approving the Amended and Restated Master Development Agreement for Jepson Canyon.

Interested persons are encouraged to attend public hearings to present their views or present their views in writing at least 48 hours prior to the meeting by emailing clerk@applevalleyut.gov.

CERTIFICATE OF POSTING: I, Jenna Vizcardo, as duly appointed Town Clerk and Recorder for the Town of Apple Valley, hereby certify that this Hearing Notice was posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website <http://pmn.utah.gov>, and the Town Website www.applevalleyut.gov on the 2nd day of October, 2025.

Dated this 2nd day of October, 2025

Jenna Vizcardo, Town Clerk and Recorder

Town of Apple Valley

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL COMMUNITY EVENTS AND MEETINGS

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the Town at 435-877-1190 at least three business days in advance.

**APPLE VALLEY
RESOLUTION R-2025-22**

NOW THEREFORE, be it ordained by the Council of the Apple Valley, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “01.20.010 Residential” of the Apple Valley Water Department is hereby *amended* as follows:

A M E N D M E N T

01.20.010 Residential

Residential Standby Fee: \$75.00/month

Residential Base Fee: \$75.00/month

Residential Usage Fees:

Gallons Used	Charge/1,000 Gal	Total
0-base/standby		\$75.00
0-5,000	\$1.50	Calculated based on usage
5,001-12,000	\$1. 50 ⁷⁵	Calculated based on usage
12,001-25,000	\$1.50 ^{2.00}	Calculated based on usage
25,001-35,000	\$2.00 ²⁵	Calculated based on usage
35,001-45,000	\$2.25 ⁵⁰	Calculated based on usage
45,001-55,000	\$3.00 ²⁵	Calculated based on usage
55,001-75,000	\$3.50 ^{4.00}	Calculated based on usage
75,001-100,000	\$4 ⁵ .00	Calculated based on usage
Over 100,000	\$5 ⁷ .00	Calculated based on usage

Residential Impact Fee (3/4 in Connection): \$17,788

Connection Fee Deposit by Meter Size:

3/4-inch Connection Fee: \$1,600

1-inch Connection Fee: \$1,900

1.5-inch Connection Fee: \$2,900

2-inch or Larger Connection Fee: Quoted Upon Request

Actual cost of the connection depending on the size of meter required.

At the Department's discretion and depending on whether the Department owns sufficient municipal water rights to supply the proposed development and existing customers, one (1) acre foot of municipal category water rights must be bought-in at \$10,000.00 per connection, or deeded to the Department in lieu of the buy-in.

SECTION 2: **AMENDMENT** "01.20.030 Bulk Meter" of the Apple Valley Water Department is hereby *amended* as follows:

AMENDMENT

01.20.030 Bulk Meter

Bulk Meter Usage Fees:

\$49 meter fee for usage up to five days, with a \$5.00 charge for each additional day the meter is out.

Bulk Water: The water usage cost is ~~\$10~~8.00 /1,000 gallons used.

Bulk Water - Cooke Well: The water usage cost is \$5.00/1,000 gallons used.

The meter must be read at least every 30 days.

A \$1,000 meter deposit is required.

There will be a \$250 additional charge for late (greater than five (5) days and thirty (30) days.)

SECTION 3: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 4: SEVERABILITY CLAUSE Should any part or provision of this Resolution be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Resolutions as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 5: EFFECTIVE DATE This Resolution shall be in full force and effect from November 1, 2025.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL
_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Michael Farrar	_____	_____	_____	_____
Council Member Kevin Sair	_____	_____	_____	_____
Council Member Annie Spendlove	_____	_____	_____	_____
Council Member Scott Taylor	_____	_____	_____	_____
Council Member Richard Palmer	_____	_____	_____	_____

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley

TOWN OF APPLE VALLEY

RESOLUTION R-2025-23

A RESOLUTION AMENDING THE TOWN FEE SCHEDULE

WHEREAS, the Town of Apple Valley ("Town") has adopted a fee schedule related to various fees imposed by the Town; and,

WHEREAS, the Town Council of the Town of Apple Valley held a public hearing on October 15, 2025; and,

WHEREAS, the Town Council of the Town of Apple Valley deems it necessary and appropriate that the fee schedule be amended; and,

WHEREAS, at a meeting of the Town Council of the Town of Apple Valley, Utah, duly called, noticed, and held on the 15th day of October 2025, a motion to amend the fee schedule was proposed, seconded, and accepted by majority vote.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Apple Valley that the Town Fee Schedule is hereby amended to reflect the changes and additions contained in the fee schedule which is attached hereto.

PASSED this 15th day of October 2025. This resolution shall be in full force and in effect from November 1, 2025.

TOWN OF APPLE VALLEY

PRESIDING OFFICER

Michael L. Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Recorder

	AYE	NAY	ABSENT	ABSTAIN
Mayor Michael Farrar	_____	_____	_____	_____
Council Member Kevin Sair	_____	_____	_____	_____
Council Member Annie Spendlove	_____	_____	_____	_____
Council Member Scott Taylor	_____	_____	_____	_____
Council Member Richard Palmer	_____	_____	_____	_____



FEE SCHEDULE

(Adopted on August 20, 2025 **Proposal October 15, 2025**)

Administrative Fees

Government Records Access Management Act (GRAMA) Request: To be determined on an individual basis per UCA 63-2-203

Photocopies:	8 1/2 x 11 single or double sided on town paper	\$0.25
	11 x 17 single or double sided on town paper	\$0.50
	Land Use (Zoning Ordinance)	\$22.00
	Subdivision Ordinance	\$9.00
	General Plan	\$8.00
	Standards and Specifications	\$25.00
	Maps 24" x 36"	\$40.00
	Maps 11" x 17"	\$5.00
	Copies on CDs	\$5.00
Paperless Billing Credit:		(\$1.50)
Returned check fee: (Utah Code Title 7 Section 15)		\$25.00
Apple Valley Fire Department Facility:		
	Training Room	\$50.00
	One Bay (Fire Dept Approval)	\$75.00
	Two Bays (Fire Dept Approval)	\$150.00
	Refundable Deposit.	\$100.00

Park Reservation

Parks are a first come, first serve basis only

Pavilion Rental	1/2 Day	\$25
	Full Day	\$50
	Refundable Cleaning Deposit	\$150

Credit Card Processing Fees

Payments over \$200.00 made with a credit or debit card are subject to an additional 3% processing fee. This applies to transactions other than monthly utility charges. There is no fee for payments made with cash or check.

Special fees or exceptions to payment may be granted by the Town Council for local non-profit organizations or civic functions specific to Apple Valley depending on scheduling conflicts, etc. Additional fees may be charged if there are special needs; i.e. AV equipment, change in room setup or large groups, function is after hours requiring staff to be available, etc.

Professional Fees

Engineering/Legal/Administrative Fees: **\$Actual Cost**



Business Licenses

Alcohol License	<u>Initial</u>	<u>Renewal</u>
Class A Retail License (Off Premises)	\$300.00	\$300.00
Class B Retail License (On Premises)	\$1000.00	\$500.00
Class C Retail License (Draft)	\$1250.00	\$750.00
Class D Special Events License	\$200.00	N/A
Class D Special Events Permit Application	\$125.00	N/A
Class D Special Events Permit Change Fee	\$25.00	N/A
Class E Arena/Facility License	\$800.00	\$400.00
Class F Brewpub and Microbrewery License	\$300.00	\$150.00
Temporary License	\$200.00	N/A
Government Owned Facility License	\$400.00	\$200.00
Business License		
Short Term Rental License:	\$300.00	
Fire Inspection Fee:	\$150.00	
Code Inspection Fee:	\$150.00	
Total:	\$600.00	
Commercial:	\$250.00	
Cabins, Tiny Homes, RV Park, Lodges, Etc.:		
1 unit	\$300.00	
2-5 units	\$500.00	
6-10 units	\$800.00	
11-20 units	\$1,200.00	
21-50 units	\$1,500.00	
50+ units	\$2,000.00	
Additional Use, Commercial:	\$50.00 each use	
Home-Based:		
Non-Impact	\$0.00	
Impact	\$150.00	
Local Licensed Non-Profit Organizations:	\$0.00	
Single Event License:	\$200.00	
Dog Kennel License: Non-Commercial:	\$50.00	
Fire Inspection Fee	\$150.00	
Code Inspection Fee	\$150.00	
Business License Late fee:	\$25.00 per month or portion of month	



Special Events Permit

Application Fee (attendance under 100)	\$200/day
Application Fee (attendance 101 - 400)	\$500/day
Application Fee (attendance 401 - 999)	\$800/day
Application Fee (attendance over 999)	\$1,200/day
Drone License Fee:	\$250/day
Drone Violation Fee:	\$1,000 per violation
Non-Asphalt Road Access Fee:	\$250/day
Dust Violation Fee:	\$2,000/day
Sub-License Fee (vendors)	\$25
Event Impact Fee (Public Works, Fire, Police, and Emergency Services)	\$750/day
Encroachment Permit	\$200

Animal Control

Dog License: (1-year license Expires Dec 31)

Spayed/Neutered:	\$10.00
Functional:	\$20.00

Late fee of 25% after February 15.

Solid Waste

Monthly Fee	\$14.30 (As of January 1, 2025)
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Storm Drainage

Residential	\$10/month
Commercial	\$35/month

Signs

Free Standing Sign	\$100.00
Monument	\$100.00
Temporary Sign	N/A
Wall Sign	N/A
Sign Review Board	\$100.00

Zoning

Annexation	\$2,200
Conditional Use Permit (CUP)	\$800
Easement Abandonment	\$800
Encroachment Permit	\$700+ \$10.00 per square foot, \$500.00 non-compliance
General Plan Amendment	\$Acreage fee

Less than 5 Acres: \$3,000
 5 - 9 Acres: \$5,000
 10 - 39 Acres: \$7,000
 40 - 99 Acres: \$15,000



100 - 199 Acres: \$25,000
 200 – 499 Acres: \$35,000
 500 Acres and Over: \$40,000

Zone Change \$Application Fee + Acreage fee (Per Lot Being Changed)

Commercial & Industrial: \$4,000 plus \$50 per acre for the first 100 acres;
 \$30 per acre for the second 100 acres; \$20 per acre for each acre over 200 acres

Agricultural: \$1,000 plus \$40 per acre for the first 100 acres;
 \$20 per acre for the second 100 acres; \$10 per acre for each acre over 200 acres

Residential: \$2000 plus \$200 per acre for the first 100 acres;
 \$150 per acre for the second 100 acres; \$100 per acre for each acre over 200 acres
 All Other Zones: \$1,000 plus \$40 per acre or portion thereof over one acre

**Development Review Fees
 (Planning/Zoning/Administrative)**

**\$3,000 plus 3.17% of Bond Amount \$500 Plat Amendment
 (Lot Line Adjustments)**

Home Occupation Permit	\$10 Reprint
Lot Split	\$800 per new lot
Non-Compliant Lot Split	\$900 per new lot
Lot Line Adjustments	\$800 per application
Planning Staff Review (PSR)	\$75/Hr (1 Hour Minimum)
Site Plan Review (*SPR)	\$750 + Actual Cost
(* An SPR is used for commercial, industrial, and institutional developments; exceptions are public schools and minor additions to an existing development)	

Engineering/Legal/Admin Fees Actual Cost

Planned Developments and Development Agreement Fees

Initial Fee	\$500 + Actual Legal & Engineering Cost of Services
Revisions/Amendments	\$Actual Legal & Engineering Cost of Services
Road Dedications	\$750

Subdivisions and Other Projects

Construction Plan and Review Fee

Application Fee	\$1,500
2 & 3 Lots	\$1,000.00
4-9 Lots	\$300 /lot
10 + Lots	\$500 /lot
Preliminary Plat	\$5,000 + 100/per lot
Final Plat (subdivision, town homes, roads, etc.)	\$3,000 +\$300/per lot

**Development Review Fees
 (Planning/Zoning/Administrative)**

**\$3,000 plus 3.17% of Bond Amount \$500 Plat Amendment
 (Lot Line Adjustments)**

Amendments

Preliminary Plat	\$2,700
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Final Plat	\$1,200 + \$10.00 per lot
Public Improvement Inspection Fee	2% of Public Works Improvement Construction Costs

Board of Appeals

Variance Application	\$550.00
Appeal Hearing	\$550.00

Building Permits

Pools/Solar/Other	\$375.00
Building Permit	Based on Valuation (see table below)
State Building Permit Surcharge	1% of Building Permit Fee
Plan Review	Residential: 40% of Permit Fee
Plan Review	Commercial: 65% of Permit Fee

Pre-Payment Requirement

Plan review fees must be paid in full prior to acceptance of a building permit application. Applications will not be accepted or processed until payment is received.

Special Inspection	\$125
Re-Inspection Fee	\$125
Building Permit Issued After-The-Fact	Double Permit Fee

Grading & Grubbing Plan Review	See Table A-33-A of Currently Adopted Uniform Building Code(Title 12.02.040) of Appendix Chapter 33 EXCAVATION AND GRADING
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Grading & Grubbing Permit	See Table A-33-B of Currently Adopted Uniform Building Code(Title 12.02.040) of Appendix Chapter 33 EXCAVATION AND GRADING
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TOTAL VALUATION

FEE

*Valuation = Square Feet x
Current ICC Building Valuation*

	\$23.50
\$1 to \$500	
\$501 to \$2,000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$69.25 for the first \$2,000 plus \$14.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.75 for the first \$25,000 plus \$10.10 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7 for each additional \$1,000 or fraction thereof, to and including \$100,000



\$100,001 to 500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,000 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.65 for each additional \$1,000 or fraction thereof

Refunds

No refunds will be issued for preliminary or final plat application fees, in accordance with Utah state law.

Where applicant voluntarily withdraws the application other than preliminary and final plat applications, the following refunds will apply:

Application accepted; no further work done	75% of total filing fee
Notification of hearing	50% of total filing fee
Planning Staff Review (PSR) meeting or written comments from department received.	25% of total filing fee
Staff Report completed	No Refund
Public hearing held	No Refund
Staff error resulting in mandatory withdrawal	100% refund

Cemetery

		RESIDENT	NON RESIDENT
LOT FEES			
	Full Lot	600	1,500
	Half Lot	450	1,350
	Half Lot - Infant	100	500
BURIAL FEES			
	Weekday-Adult	500	700
	Weekday-Cremation	300	400
	Weekday-Infant	0	500
	Weekend-Adult	750	950
	Weekend-Cremation	350	450
	Weekend-Infant	250	350
	Holiday-Adult	750	950
	Holiday-Cremation	350	450
	Holiday-Infant	350	450
	Double Depth Burial-1 st Open	Double the Standard Fee	Double the Standard Fee
PERPETUAL CARE (non-refundable)			
	Full Lot	300	300
	Full Lot – Upright	450	450



	Half Lot	100	100
	Half Lot - Upright	250	250
OTHER SERVICES			
	Disinterment-Adult	1200	1200
	Disinterment-Infant/Cremation	600	600
	Disinterment-Double Depth	Double the Standard Fee	Double the Standard Fee
	Late Notice/Late Arrival	200	200
	Funeral/Graveside Services Beginning after 3:00 pm	600	600
	Certificate Fee	25	25
	Transfer Fee	40	40
	Memorial Tree	\$100 Min	\$100 Min
	*50% Discount for Veterans and Individuals who have served on Town Council, Planning Commission, Big Plains Water District, and Fire Department (Volunteer)		

01.20.000 Appendix A Schedule Of Water Rates, Fees, And Charges

01.20.010 Residential

01.20.020 Commercial

01.20.030 Bulk Meter

01.20.040 Cost Of Services

01.20.010 Residential

Residential Standby Fee:

\$75.00/month Residential Base

Fee: \$75.00/month Residential

Usage Fees:

Gallons Used	Charge/1,000 Gal	Total
0-base/standby		\$75.00
0-5,000	\$1.50	Calculated based on usage
5,001-12,000	\$1.75 \$1.50	Calculated based on usage
12,001-25,000	\$2.00 \$1.50	Calculated based on usage
25,001-35,000	\$2.25 \$2.00	Calculated based on usage
35,001-45,000	\$2.50 \$2.25	Calculated based on usage
45,001-55,000	\$3.25 \$3.00	Calculated based on usage



55,001-75,000	\$4.00 -\$3.50	Calculated based on usage
75,001-100,000	\$5.00 -\$4.00	Calculated based on usage
Over 100,000	\$7.00 \$5.00	Calculated based on usage

Residential Impact Fee (3/4 in Connection): \$17,788

Connection Fee Deposit by Meter Size:

3/4-inch Connection Fee: \$1,600

1-inch Connection Fee: \$1,900

1.5-inch Connection Fee: \$2,900

2-inch or Larger Connection Fee: Quoted Upon Request

Actual cost of the connection depending on the size of meter required.

At the Department's discretion and depending on whether the Department owns sufficient municipal water rights to supply the proposed development and existing customers, one (1) acre foot of municipal category water rights must be bought-in at \$10,000.00 per connection, or deeded to the Department in lieu of the buy-in.

01.20.020 Commercial

Commercial 1-inch meter base/standby rate: \$102.00/month

Commercial 1.5-inch meter base/standby rate: \$141.93/month

Commercial 2-inch meter base/standby rate: \$202.76/month

Commercial 3-inch meter base/standby rate: \$552.51/month

Commercial 4-inch meter base/standby rate: \$1,241.90/month

Commercial Usage Fees: \$1.50 per 1,000 Gallons

Commercial Impact Fee: (Based on connection diameter-see table below. At the Department's discretion and depending on whether the Department owns sufficient municipal water rights to supply the proposed development and existing customers, appropriate acre feet of water of municipal category water rights must be bought-in at \$10,000.00 per connection or deeded to the Department in lieu of the buy-in.



Connection Diameter (in)	ERC's	Impact Fee Amount
3/4	1	\$17,788.00
1	3	\$31,623.11
1.5	5	\$71,152.00
2	8	\$126,492.44
3	10	\$284,608.00

Commercial Retail Connection Fee: Actual cost of the connection depending on the size of meter required.

01.20.030 Bulk Meter

Bulk Meter Usage Fees:

\$49 meter fee for usage up to five days, with a \$5.00 charge for each additional day the meter is out.

Bulk Water: The water usage cost is \$10.00 ~~8.00~~ /1,000 gallons used.

Bulk Water - Cooke Well: The water usage cost is \$5.00/1,000 gallons used.

The meter must be read at least every 30 days.

A \$1,000 meter deposit is required.

There will be a \$250 additional charge for late (greater than five (5) days and thirty (30) days.)

01.20.040 Cost Of Services

COST OF SERVICES

- Application Processing Fee \$125
- Well Permit Fee \$250
- Engineering Actual Cost
- Inspections \$60/Hour
- Will Serve Letters \$84.00 Initial Fee (1/2 hour), \$84.00 for Additional Half Hours
- Call-Outs \$60 First Hour Minimum / \$80 Additional Hours
- Equipment Actual Cost
- Late Notice Fee \$5



- Service Restoration Fee \$50
- Interest Charges 5%/Month

WATER AGREEMENT

THIS WATER AGREEMENT (this “**Agreement**”), is made and entered into as of October 15, 2025 (“**Effective Date**”), by and between Apple Valley Town (“**Town**”), a Utah municipal corporation, and Little Creek Land Company, LLC, a Utah limited liability company, and Jepson Canyon Resort Development Co. Inc., a Utah corporation (together “**Developer**”).

RECITALS:

A. Developer is the owner of certain real property situated in Apple Valley, Utah, with Parcel Identification numbers AV-1337-A-1-A-1-A, AV-1340, AV-1341, AV-1347, AV-1352, AV-1353-JC2, AV-1381, AV-1381-JC1, AV-1382-JC2, AV-1383-JC2, AV-1384-JC3, AV-1338-A-2, AV-1385-JC3 and AV-1338-A-1-JC3 (“**Property**”);

B. Big Plains Water Special Service District (“**Big Plains**”) was a Utah Special Service District that provided culinary water service to Apple Valley Town through a system of water collection and conveyance facilities (“**Town Water System**”). Big Plains was dissolved on July 16, 2025 and all rights, title, interests, and obligations of Big Plains were assigned to and assumed by the Town as of such date. The area served by Big Plains, and now the Town, includes the Property.

C. Developer is currently working with Town to develop the Property, to be known as Jepson Canyon (“**Project**”).

D. Developer desires to obtain culinary water service for the Project from the Town Water System, in accordance with the terms and conditions hereinafter set forth.

E. Big Plains passed resolution number BPW-R-2023-11 (“**Resolution**”). Per the Resolution, Big Plains may, at its discretion, accept the dedication of one (1) acre foot of municipal category water rights per connection, or a developer much purchase water from Big Plains at a rate of \$10,000 per acre foot.

F. Developer has previously dedicated to Big Plains, and Big Plains has accepted dedication of, 169 acre feet of water rights for use in the Project (“**Dedicated Water**”) and the Town, as successor in interest to Big Plains, acknowledges such dedication. Both parties agree that the dedicated 169 acre feet of water rights will satisfactorily meet the required obligations for the said 227 residential lots. Developer further acknowledges that additional water rights or the payment of additional Buy-In Fees are required for any commercial developments, parks, public landscaping, public pools, water features or any other supporting infrastructure requiring a water connection (“**Non-Residential Water Uses**”). For any such Non-Residential Water Uses, Developer shall obtain a water usage study prepared by an engineer engaged and paid for by Developer and the results/recommendations of which being approved by an engineer engaged and paid for by the Town (“**Water Usage Study**”). Each Water Usage Study shall determine the number of ERUs attributable to the applicable Non-Residential Water Use for purposes of this Agreement. Thereafter, the development and construction of any improvements and structures

and the commencement of the Non-Residential Water Use shall constitute an automatic reduction of the remaining ERUs.

G. The Town is willing to provide culinary water service to the Project, and Developer desires that the Town be the owner and operator of the System, all upon the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereof, the parties agree as follows:

1. Developer and the Town acknowledge and agree that the Dedicated Water shall cover and satisfy the requirements in the Resolution and enable a total of 227 residential connections at the Project, at no additional cost to Developer. Should Developer elect to develop commercial connections in the Project, Developer may purchase additional water to enable such commercial connections. The foregoing does not preclude the Town from requiring Developer to pay impact fees in connection with the development of the Project in accordance with applicable law. Subject to the terms and conditions of this Agreement, the Town shall provide culinary water service to the Project in accordance with Town ordinances, and other applicable law.

2. In compliance with the requirements of the Town and the Utah Division of Drinking Water, Developer will design and construct all connecting pipeline, all wells, all tanks and any other infrastructure to comply with applicable laws, and all necessary facilities, fixtures, meters and appurtenances needed to operate and deliver water to the Project.

3. Developer understands and agrees they will be solely responsible for obtaining and/or purchasing any easements required to facilitate the above-mentioned requirements in section 2, provided, however, that the Town shall reasonably cooperate in obtaining any such easements, including, without limitation, exercising its power of eminent domain to acquire necessary easements by taking if Developer is unable to acquire the same on reasonable terms, but Developer shall be responsible for the cost of any fair market value compensation required in connection with the acquisition of such easements. The Developer will also be responsible for any and all engineering and attorney cost/fees incurred by the Town. The Developer will connect the Project to the Town Water System but not into the current aquifer being utilized by the Town. Upon connection to the Town Water System, Developer will dedicate all water conveyance improvements to the Town, and the Town will become the owner and operator and shall manage in all respects the delivery of culinary water to the Project, in accordance with all applicable laws.

4. The Town has informed Developer that the current Apple Valley water system has reached its maximum capacity and that the current aquifer is at maximum capacity. Developer agrees and understands that based on this information they will be required to obtain water on a different aquifer at a location to be determined by the Town. Developer agrees to design/construct wells, pipes and infrastructure to a capacity required to comply with applicable law and the Town's standards. Developer agrees and understands they are responsible for all cost to bring adequate water to the Project.

5. Prior to the issuance of any certificates of occupancy for residential units in the Project, Developer shall design/construct a water tank with the capacity necessary to service the Project as determined by the Town's engineer ("**Water Tank**") within the Project at a location mutually agreed by Developer and Town. The Water Tank shall be constructed according to Town standards. Should the Town desire additional size and capacity to the Water Tank beyond the capacity required to serve the Project, the Town shall pay the extra cost thereof prior to construction of the Water Tank.

5.1. Upon receipt of project Certificate of Occupancy, Developer will dedicate all water system improvements to the Town, and the Town will become the owner and operator and shall manage in all respects the Water Tank and storage of culinary water, in accordance with all applicable laws.

6. This Agreement novates and supersedes the Water and Sewer Agreement by and between Big Plains and Developer dated June 12, 2019, which is recorded as DOC # 20190024368 and the First Amendment to Water and Sewer Agreement dated February 17, 2021.

7. The Town shall at all times be provided with complete access to all pipelines and other facilities installed by Developer. Developer acknowledges that the Town on a periodic basis will be entering the premises to inspect all water, and infrastructure and gives permission of ingress and egress for the same.

8. The parties' obligations hereunder are subject to the obtaining of any approvals or permits required by Utah Law.

9. The Town may, upon providing written notice to Developer, and upon approval of Developer, which approval shall not be unreasonably withheld, assign or transfer its obligations hereunder to another supplier.

10. All parties agree to indemnify, save harmless and defend the others, their agents and employees, from all claims, mechanics liens, demands, damages, actions, cost and charges, and other liabilities arising out of or by reason of the obligations contained in this Agreement.

11. This Agreement shall constitute the entire agreement and understanding of and between the Parties in relation to matters described herein, and no statements, representations, inducements or promises other than as expressly set forth herein have been given or received by any of the Parties (nor by their respective agents, employees, attorneys or representatives) in return for the same. All negotiations, oral conversations, statements, representations and/or agreements leading up to the execution of this Agreement are merged herewith and shall not be the basis for any legal rights, claims or defenses in relation to any litigation or otherwise. No parole or extrinsic evidence may be used to contradict any of the terms of this Agreement. Any amendment to this Agreement must be in writing, signed by duly authorized representatives of the Parties hereto, and specifically state the intent of the Parties to amend this Agreement.

12. In no event shall any Party, or its boards, commissions, officers, agents or employees, be liable in damages for any default under this Agreement, it being expressly understood and agreed that the sole legal remedy available to another Party for a breach or violation of this Agreement by the another Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the another Party, or to terminate, modify, correct or suspend this Agreement. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Electronic transmission (including email and fax) of a signed copy of this Agreement and the retransmission of any signed electronic transmission shall be the same as delivery of an original. Signatures on this document, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

14. The persons executing this Agreement warrant and represent that they are duly authorized to do so in the capacity stated. All negotiations, understandings, representations and preliminary agreements are merged herein. The parties intend this document to be the final and exclusive expression of their agreement. This Agreement may not be modified, amended or revoked unless by a writing signed by all the parties hereto. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.

(Signatures to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Water Supply Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

Apple Valley Town

By: Mike Farrar
Its: Mayor

ATTEST_____
Town Clerk/Recorder: Jenna Vizcardo

DEVELOPER

LITTLE CREEK LAND COMPANY, LLC

By:_____
Its:_____

DEVELOPER

JEPSON CANYON RESORT DEVELOPMENT CO., Inc.

By:_____
Its:_____

TOWN OF APPLE VALLEY

RESOLUTION R-2025-25

A RESOLUTION OF THE TOWN COUNCIL OF APPLE VALLEY, UTAH, APPROVING AND AUTHORIZING EXECUTION AND RECORDING OF A WATER AGREEMENT WITH LITTLE CREEK LAND COMPANY, LLC, AND JEPSON CANYON RESORT DEVELOPMENT CO., INC.

WHEREAS:

1. The Town of Apple Valley ("Town") is a duly organized municipal corporation of the State of Utah; and
2. The Town has succeeded to all rights, title, interests, and obligations of the dissolved Big Plains Water Special Service District, including culinary water service responsibilities within the Town boundaries; and
3. Little Creek Land Company, LLC, a Utah limited liability company, and Jepson Canyon Resort Development Co., Inc., a Utah corporation (collectively, "Developer"), are the owners and developers of certain property situated in Apple Valley, Utah, identified in the Water Agreement; and
4. The Developer has previously dedicated 169 acre feet of water rights for use in the Project known as Jepson Canyon, which dedication has been accepted by the Town as successor in interest to Big Plains; and
5. The Town and the Developer desire to enter into a Water Agreement setting forth the terms and conditions for providing culinary water service to the Project; and
6. The Town Council finds that approval of the Water Agreement is in the best interests of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Apple Valley, Utah:

Section 1. Approval of Agreement.

The Water Agreement, dated October 15, 2025, by and between Apple Valley Town, Little Creek Land Company, LLC, and Jepson Canyon Resort Development Co., Inc., a copy of which is attached hereto as *Exhibit A*, is hereby approved.

Section 2. Authorization.

The Mayor of Apple Valley is authorized to execute the Water Agreement on behalf of the Town, and the Town Clerk/Recorder is directed to attest to the same.

Section 3. Recording.

The Town Clerk/Recorder is directed to cause the Water Agreement to be recorded with the Washington County Recorder's Office after execution, together with any necessary recording certificates.

Section 4. Effective Date.

This Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED by the Town Council of Apple Valley, Utah, this 15th day of October, 2025.

TOWN OF APPLE VALLEY

PRESIDING OFFICER

Michael L. Farrar, Mayor
ATTEST:

Jenna Vizcardo, Town Recorder

	AYE	NAY	ABSENT	ABSTAIN
Mayor Michael Farrar	_____	_____	_____	_____
Council Member Kevin Sair	_____	_____	_____	_____
Council Member Annie Spendlove	_____	_____	_____	_____
Council Member Scott Taylor	_____	_____	_____	_____
Council Member Richard Palmer	_____	_____	_____	_____

When Recorded Return To:
Town of Apple Valley
1777 N Meadowlark Dr.
Apple Valley, UT 84737

Affects Parcel #s
AV-1337-A-1-A-1-A
AV-1340
AV-1341
AV-1347
AV-1352
AV-1353-JC2
AV-1381
AV-1381-JC1
AV-1382-JC2
AV-1383-JC2
AV-1384-JC3
AV-1338-A-2
AV_1385-JC3
AV-1338-A-1-JC3

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

FOR

JEPSON CANYON

October 15, 2025

(With Exhibits)

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**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
JEPSON CANYON**

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the ____th day of _____, 2025, by and between the Town of Apple Valley, a political subdivision of the State of Utah; and Little Creek Land Company, LLC, a Utah limited liability company and Jepson Canyon Resort Development Co., Inc.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Master Developer owns and is developing the Property.
- C. The Town and Master Developer have entered into the Prior Agreements governing the development of the Property.
- D. Other aspects of the Prior Agreements have been either performed, modified, or rendered irrelevant based on the occurrence of various actions and events.
- E. Master Developer and the Town desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan that is adopted and incorporated into this ARMDA.
- F. Development of the Property will include the Maximum Residential Dwelling Units and other Intended Uses defined in this ARMDA.
- G. Development of the Project as a master planned community pursuant to this ARMDA is acknowledged by the parties to be consistent with LUDMA and to operate for the benefit of the Town, Master Developer, and the general public.
- H. The Town has reviewed this ARMDA and determined that it is consistent with LUDMA.
- I. The Parties acknowledge that development of the Property pursuant to this ARMDA will result in significant planning and economic benefits to the Town and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the Town based on improvements to be constructed on the Property.
- J. Development of the Property pursuant to this ARMDA will also result in significant benefits to Master Developer, by providing assurances to Master Developer that they will have the ability to develop the Property in accordance with this ARMDA.
- K. Master Developer and the Town have cooperated in the preparation of this ARMDA.

L. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Master Developer to develop the Property as parts of the Project as expressed in this ARMDA and the rights and responsibilities of the Town to allow and regulate such development pursuant to the requirements of this ARMDA.

M. The Parties understand and intend that this ARMDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 10-9a-102 and 532 (2024).

N. This ARMDA and all of its associated “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission on _____, 2025 pursuant to Utah Code Ann. § Section 10-9a-532(2)(iii) (2024), in making a recommendation to the Town Council.

O. The Town believes that this ARMDA and the Zoning of the Property constitute the completion of the “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions by the Town Council regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

P. The Town intends that the implementation of those “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions through the provisions and processes of this ARMDA relating to “fixed criteria” are “administrative” in nature.

Q. The Town’s entry into this ARMDA is authorized by a Motion of the Town Council on _____, 2025, and the adoption of Ordinance # _____ on _____, 2025.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the Town and the Master Developer hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits A–D are hereby incorporated into this ARMDA.

1.2. **Definitions.** As used in this ARMDA, the words and phrases specified below shall have the following meanings:

1.2.1. ***Administrative Modifications*** means those modifications to this ARMDA that can be approved by the Administrator pursuant to Section 15.

1.2.2. ***Administrator*** means the person designated by the Town as the Administrator of this ARMDA.

- 1.2.3. **Applicant** means a person or entity submitting a Development Application.
- 1.2.4. **ARMDA** means this Amended and Restated Master Development Agreement including all of its Exhibits.
- 1.2.5. **Big Plains SSD** means Big Plains Water and Sewer Special Services District
- 1.2.6. **Buildout** means the completion of all of the development on all of the Project in accordance with the approved plans.
- 1.2.7. **Commercial Area** means that approximately twenty-three (23) acres shown on the Master Plan as being used for commercial Intended Uses, as legally described in Exhibit “A-1”.
- 1.2.8. **Council** means the elected Town Council of the Town.
- 1.2.9. **Default** means a material breach of this ARMDA.
- 1.2.10. **Design Standards** means the general standards for design of lots, RDUs, and commercial development that may be different from those otherwise applicable under the Town’s Vested Laws as specified in Exhibit “D”.
- 1.2.11. **Denial/Denied** means a formal denial issued by the final decision-making body of the Town for a particular type of Development Application but does not include review comments or “redlines” by Town staff.
- 1.2.12. **Development** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, Commercial Site, or any of the Maximum RDUs.
- 1.2.13. **Development Application** means an application to the Town for development of a portion of the Project including a Subdivision, Commercial Site Plan or any other permit, certificate or other authorization from the Town required for development of the Project.
- 1.2.14. **Development Report** means a report containing the information specified in Section 3.9 submitted to the Town by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development

Application by a Subdeveloper pursuant to an assignment from Master Developer.

- 1.2.15. **Dispute** means any disagreement between the Parties regarding the administration or implementation of the ARMDA, including but not limited to Denial or a Default.
- 1.2.16. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 11.
- 1.2.17. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2024), or any successor provision, and approved by the Town, effectuating a Subdivision of any portion of the Project.
- 1.2.18. **Intended Uses** means those uses allowed to be developed on the Property pursuant to this ARMDA, the Master Plan, and the Zoning as more fully specified in the Design Standards, including the RDUs and all uses allowed by the Commercial C-2 Zoning District in the Town's Vested Laws in the Commercial Area.
- 1.2.19. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, et seq. (2024).
- 1.2.20. **Master Developer** means Little Creek Land Company, LLC and Jepson Canyon Resort Development Co., Inc, each of which owns and is developing the Property.
- 1.2.21. **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit "B".
- 1.2.22. **Maximum Residential Dwelling Units ("Maximum RDUs")** means the development on the Property of two hundred twenty-seven (227) Residential Dwelling Units.
- 1.2.23. **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.
- 1.2.24. **Intentionally Omitted.**
- 1.2.25. **Intentionally Omitted** means any work performed pursuant to Outsourcing.
- 1.2.26. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created as a Subdivision.

- 1.2.27. **Parties** means the Master Developer and the Town.
- 1.2.28. **Party** means either the Master Developer or the Town individually.
- 1.2.29. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer, subject to Development Application approval.
- 1.2.30. **Preliminary Plat** means the layout of the Intended Uses for the Project to be finalized by Master Developer and submitted to the Town for approval.
- 1.2.31. **Prior Agreements** means any and all prior development agreements, water rights agreements, or other agreements relating to the development of the Property between Master Developer and the Town and/or Big Plains SSD, including: a Development Agreement for the Jepson Canyon Resort, dated June 12, 2019, which is recorded as DOC # 20190024367, as amended by Amendment to Development Agreement for the Jepson Resort Project, dated as of October 28, 2021 and recorded as DOC #20220005821; and a Water and Sewer Agreement, dated June 12, 2019, which is recorded as DOC #20190024368, as amended by First Amendment to Water and Sewer Agreement dated February 17, 2021. The term Prior Agreements shall not include the Water Right Purchase and Sale Agreements.
- 1.2.32. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the Town.
- 1.2.33. **Project** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, Maximum RDUs, Intended Uses, Phases and all of the other aspects approved as part of this ARMDA.
- 1.2.34. **Property** means the approximately three hundred thirteen (313) acres as illustrated on Exhibit “B” and legally described in Exhibit “A”.
- 1.2.35. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the Town as a condition of the approval of a Development Application including, but not limited to, the roads, overall grading plan and backbone utilities.
- 1.2.36. **Residential Area** means the portion of the Property not included in the Commercial Area, which area is also designated on the Master Plan as being used for residential Intended Uses.

- 1.2.37. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purpose.
- 1.2.38. **Subdeveloper** means a person or an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.
- 1.2.39. **Subdivision** means the division of any portion of the Project into developable lots pursuant to LUDMA.
- 1.2.40. **Subdivision Application** means the application to create a Subdivision.
- 1.2.41. **System Improvements** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.
- 1.2.42. **Intentionally Omitted**
- 1.2.43. **Town** means the Town of Apple Valley, a political subdivision of the State of Utah.
- 1.2.44. **Town Consultants** means those outside consultants employed by the Town in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.
- 1.2.45. **Town’s Future Laws** means the ordinances, policies, standards, procedures, and processing fee schedules of the Town which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this ARMDA.
- 1.2.46. **Town’s Vested Laws** means the ordinances, policies, standards, and procedures of the Town in effect as of the date of the execution of this ARMDA a digital copy of which is attached as Exhibit “C”.
- 1.2.47. **Water Right Purchase and Sale Agreements** means the Water Right Purchase and Sale Agreement by and between Cedar Point Water Company, Inc., Little Creek Land Company, LLC, Big Plains SSD, and Jepson Canyon Public Infrastructure District No. 1, dated as of November 2, 2021 and the Water Right Purchase and Sale Agreement by and between Cedar Point Water Company, Inc., Little Creek Land Company, LLC, Big Plains SSD, and Jepson

Canyon Public Infrastructure District No. 1, dated as of April 21, 2023.

1.2.48. **Water Rights** means that dedication of water rights as required by law for the Development of any Subdivision.

1.2.49. **Zoning** means the RE-1 zoning of the Property pursuant to the Town's Vested Laws for the Residential Area and the Commercial C-2 zoning of the Commercial Area pursuant to the Town's Vested Laws. The vesting of the residential lot sizes is specified in Sections 3.2 and 4.1.1.

2. **Effect of ARMDA.** Except as specified herein, this ARMDA shall be the sole development agreement between the Parties related to the Project and the Property. The Prior Agreements are hereby novated and superseded and shall be of no effect regarding the Property. The Town and Master Developer shall record a Notice with the County Recorder of that novation in the chain of title of the Property. The Water Right Purchase and Sale Agreements are not superseded by this ARMDA and are recognized and acknowledged as being in full force and effect for the Property, provided, however, in the event of any conflict between the Water Right Purchase and Sale Agreements and this ARMDA, this ARMDA shall prevail.

3. **Development of the Project.**

3.1. **Compliance with the Town's Vested Laws and this ARMDA.** Development of the Project shall be in accordance with the Town's Vested Laws, the Town's Future Laws (only to the extent that these are applicable as otherwise specified in this ARMDA), and this ARMDA. Unless specifically modified by this ARMDA (including its Exhibits) or the Town's Future Laws (only to the extent that these are applicable as specified in Section 4.2) the Town's Vested Laws shall control the Development of the Project.

3.2. **Land Uses within the Project, Configuration.** The Master Plan reflects the general location and configuration of the Maximum RDUs and the Commercial Area within the Project. Up to 169 individually platted residential lots shall be a minimum of ½ acres in size. All other individually platted residential lots shall be a minimum of 1 acre in size.

3.3. **Design Standards.** The Project shall be engineered and designed pursuant to the Town's Vested Laws except as those may be modified by the Design Standards. If there is any conflict between the Design Standards and the Town's Vested Laws, the Design Standards shall control.

3.4. **Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum RDUs as specified in and pursuant to this ARMDA subject to the restrictions on RDUs of Master Developer's Property. Internal accessory dwelling units as provided by Utah State law, churches, schools, municipal or other institutional/governmental and other similar non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs.

3.5. **Master Developers' Discretion.** Nothing in this ARMDA shall obligate the Master Developer to construct the Project or any particular Phase therein or portion thereof, and the Master Developer shall have the discretion to determine whether to construct a particular Development or Phase based on Master Developer's business judgment.

3.5.1. ***Concurrency Management of Future Development.*** Any phasing shall ensure appropriate access, fire protection utilities, and other infrastructure for future phases and Master Developer shall seek the Town's input on such issues prior to submitting a Development Application for such phasing. Once construction has begun on a specific Development or Phase, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete the public and private road, storm drain, water, and other improvements that are a condition of the approved Development Application for such Development.

3.6. **Required Process.**

3.6.1. ***Approval Required Before Development.*** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the Town. Upon approval by the Town of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.

3.6.2. ***Town and Other Governmental Agency Permits.*** Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the Town or any other governmental entity having jurisdiction over the work. The Town shall reasonably cooperate with Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.

3.6.3. ***Fees.*** Master Developer or a Subdeveloper shall pay to the Town the standard fees applicable to any submittal of a Development Application under the Town's fee schedule in effect at the time of the application.

3.6.4. ***Intentionally Omitted.***

- 3.6.5. ***Acceptance of Certifications Required for Development Applications.*** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the Town.
- 3.6.6. ***Independent Technical Analyses for Development Applications.*** If the Town needs technical expertise beyond the Town's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the Town's Vested Laws to be certified by such experts as part of a Development Application, the Town may engage such experts as Town Consultants, with the actual and reasonable costs, being the responsibility of Applicant.
- 3.6.7. ***Intent of One-Time Review.*** The Town should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.
- 3.6.8. ***Town Denial of a Development Application.*** If the Town denies a Development Application the Town shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the Town believes that the Development Application is not consistent with this ARMDA and/or any applicable Town's Vested Laws (or, if applicable, the Town's Future Laws).
- 3.6.9. ***Dispute Resolution.*** The Town's denial of any Development Application shall be subject to the Dispute Resolution Processes.
- 3.6.10. ***Town Denials of Development Applications Based on Denials from Non-Town Agencies.*** If the Town's denial of a Development Application is based on the denial of the Development Application by a Non-Town Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified herein.
- 3.6.11. ***Intentionally Omitted.***

3.7. **Parcel Sales.** The Town acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a

Parcel. Master Developer may obtain approval of a Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 10-9a-103(66)(c)(v) (2024), there are no individually developable lots in the Parcel, the creation of the Parcel would not be subject to subdivision requirement in the Town's Vested Laws including the requirement to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots. An instrument shall be recorded specifying the material details of any Parcel sale such as the number of acres, number of units and any other material information regarding what rights and/or obligations are being sold. The recorded instrument shall be signed by Master Developer and the buyer. The City shall also sign acknowledging that it has notice of the sale and that the recorded instrument complies with this subsection.

3.8. **Accounting for RDUs for Developments by Master Developer.** At the recordation of a final plat or other approved and recorded instrument for any Development developed by Master Developer that includes RDUs, Master Developer shall provide the Town a Development Report showing any RDUs used with the Development and the RDUs remaining with Master Developer and for the entire remaining Project.

3.9. **Development Report.** With any Development Application filed by Master Developer, Master Developer shall file a Development Report showing:

3.9.1. ***Ownership*** of the property subject to the Development Application;

3.9.2. ***Units and Uses Proposed to be Developed.*** The portion of the Maximum RDUs intended to be used by the proposed Development;

3.9.3. ***Units and Uses Transferred or Remaining.*** The amount of the Maximum RDUs remaining with Master Developer;

3.9.4. ***Material Effects.*** Any material effects of the sale on the Preliminary Plat.

3.10. **Accounting for RDUs and/or other types of Maximum RDUs for Parcels Sold to Subdevelopers.** Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum RDUs and, for any non-residential Intended Use, shall specify the amount and type of any such other Intended Use sold with the Parcel. At the recordation of the sale of any Parcel, Master Developer shall provide the Town a Development Report showing the Master Developer of the Parcel(s) sold, the portion of the Maximum RDUs and/or other type of Maximum RDUs transferred with the Parcel(s), the amount of the Maximum RDUs and/or other type of Maximum RDUs remaining with Master Developer and any material effects of the sale on the Master Plan.

3.11. **Phasing.** The Town acknowledges that Master Developer may develop the Project in Phases. No sequential phasing is implied by any numbering in the Master Plan or any Preliminary Plat. The Parties acknowledge that the most efficient and economic development of

the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other similar factors. The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for. The Development Application for any Phase shall provide for future Phases access and infrastructure connectivity and compatibility. Except as specified below, the development of the Project in Phases shall be in the sole discretion of Master Developer, subject to Development Application approval.

3.12. **Dedication of Water Rights.** Pursuant to the Water Right Purchase and Sale Agreements, Master Developer previously dedicated 169 acre feet of Water Rights to Big Plains SSD. The Town and Master Developer have entered into that certain Water Agreement dated of even date herewith setting forth the terms and conditions of water service to the Project.

4. **Zoning and Vested Rights.**

4.1. **Vested Rights Granted by Approval of this ARMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Town, and Master Developer intend that this ARMDA grants to Master Developer all rights to develop the Project in fulfillment of this ARMDA except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this ARMDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this ARMDA grants to Master Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2024).

4.1.1. ***Vested Lot Sizes for the RDUs.*** The Parties acknowledge that this ARMDA vests the Project with the right to develop 169 lots with ½ acre minimum lot sizes but otherwise the Parties agree that the RE-1 Zone controls the development of the RDUs and sets the standards for the lots and homes (subject to the terms of this ARMDA, including exhibits).

4.2. **Exceptions.** The restrictions on the applicability of the Town’s Future Laws to the Project as specified in Section 1.2.9 are subject to only the following exceptions:

4.2.1. ***Master Developer Agreement.*** Town’s Future Laws that Master Developer agrees in writing to the application thereof to the Project;

4.2.2. ***State and Federal Compliance.*** Town’s Future Laws which are generally applicable to all properties in the Town, and which are required to comply with State and Federal laws and regulations affecting the Project;

4.2.3. ***Codes.*** Town’s Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control

Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

- 4.2.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Town to all properties, applications, persons, and entities similarly situated;
- 4.2.5. **Fees.** Changes to the amounts of fees (but not changes to the times provided in the Town's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the Town (or a portion of the Town as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
- 4.2.6. **Compelling, Countervailing Interest.** Laws, rules or regulations that the Town's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2024).

4.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2024)) and the United States, the Town's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve for the Town those police powers that cannot be so limited. Notwithstanding the retained power of the Town to enact such legislation under the Town's police powers, such legislation shall only be applied to modify the vested rights of the Master Developer under the terms of this ARMDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this ARMDA shall be of general application to all development activity in the Town and, unless the Town declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5. **Term of Agreement.** The initial term of this ARMDA shall be until December 31, 2040. If as of that date Master Developer is in compliance of this ARMDA and have not been declared to be in default as provided in Section 13, and if any such declared default is not being cured as provided therein, then this ARMDA shall be automatically extended until December 31, 2045, and, thereafter, for two (2) additional period of five (5) years. This ARMDA shall also terminate automatically at Buildout.

5.1. **Commencement of Development.** If Master Developer has not obtained approval of a Development Application for a portion of the Project and completed the Public Improvements necessary for the recordation of a final plat for the Development Application on or before December 31, 2032, then this ARMDA shall automatically terminate. This Agreement

shall also terminate automatically if on or before December 31, 2032, Master Developer has not obtained building permits for the lesser of 5% of the Maximum RDUs or 10 RDUs. If this ARMDA is terminated pursuant to this Section 5.1, the zoning classification for the Property shall revert to Open Space Transition.

6. **Application Under Town's Future Laws.** Without waiving any rights granted by this ARMDA, Master Developer may at any time, and from time-to-time, choose to submit a Development Application for some or all of the Project under the Town's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement. Any Development Application filed for consideration under the Town's Future Laws shall be governed by all portions of the Town's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the Town's Future Laws shall not be construed to prevent Master Developer from applying for other Development Applications on the Town's Vested Laws. Subdevelopers may not submit a Development Application under the Town's Future Laws without the consent of the Master Developer.

7. **Public Infrastructure.**

7.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed, all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application. All Public Infrastructure required under the Development Application approval for a particular Phase shall be completed, or security for such completion shall be in place pursuant to Section 7.1.1, prior to the sale of any residential lot within such Phase.

7.1.1. ***Security for Public Infrastructure.*** If, and to the extent required by the Town's Vested Laws, unless otherwise provided by LUDMA, security for any Public Infrastructure is required by the Town it shall be provided in a form acceptable to the Town as specified in the Town's Vested Laws. Partial releases of any such required security shall be made as work progresses based on LUDMA.

7.1.2. ***Bonding for Landscaping.*** Security for the completion of those items of landscaping that are weather or water dependent shall be provided as required by the Town's Vested Laws in conformance with LUDMA.

7.2. **Dedication of Public Improvements.** All of the infrastructure and improvements dedicated to the Town pursuant hereto shall be constructed to the Town's standard specifications unless otherwise agreed in this ARMDA or otherwise and shall be subject to Town requirements for the payment of property taxes, inspections, and approval before acceptance by the Town. The Town shall accept such dedication after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet Town standards.

8. **Upsizing/Reimbursements to Master Developer.**

8.1. **“Upsizing”.** The Town shall not require Master Developer to “upsizing” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases Master Developer’s costs by 10% but adds 50% more capacity, the Town shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Any decision by the Town to limit access to any roads built by Master Developer shall be considered an “upsizing” and shall not be required of Master Developer unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the loss of value and additive costs of such upsizing.

8.1.1. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

9. **On-Site Processing of Natural Materials.** Master Developer may use the natural materials located on the Property such as sand, gravel, and rock, and may process such natural materials into fill for the Project. If the proposed excavation for the use of the natural materials as contemplated in this section is consistent with the final uses in the area as illustrated on the Master Plan, then it shall be approved by the Administrator irrespective of whether the proposed grading is in conjunction with a Subdivision or just the grading by itself. Master Developer shall mitigate fugitive dust control as required by the State of Utah and shall establish the maximum grade/depth from which the natural materials may be extracted. If Master Developer extracts or processes beyond the final development grade, Master Developer shall be required to backfill the site and return it to final development grades. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

10. **Default.**

10.1. **Notice.** If Master Developer or a Subdeveloper or the Town fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the Town believes that the Default has been committed by a Subdeveloper then the Town shall also provide a courtesy copy of the Notice to Master Developer.

10.2. **Contents of the Notice of Default.** The Notice of Default shall:

10.2.1. **Specific Claim.** Specify the claimed event of Default;

10.2.2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this ARMDA that is claimed to be in Default;

10.2.3. **Materiality.** Identify why the Default is claimed to be material; and

10.2.4. **Optional Cure.** If the Town chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

10.2.5. **Dispute Resolution.** Upon the issuance of a Notice of Default the parties shall engage in the Dispute Resolution Processes.

10.3. **Remedies.** If the parties are not able to resolve the Default by the Dispute Resolution Processes, then the parties may have the following remedies:

10.3.1. **Law and Equity.** All rights and remedies available in equity including, but not limited to, injunctive relief and/or specific performance.

10.3.2. **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

10.3.3. **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. No approvals, licenses, building permits, or other permits may be withheld from any Subdeveloper for a Default of Master Developer.

10.4. **Public Meeting.** Before any remedy in Section 10.3 may be imposed by the Town, the party allegedly in Default shall have the right to attend a public meeting before the Town Council and address the claimed Default.

10.5. **Emergency Defaults.** Anything in this ARMDA notwithstanding, if the Town Council finds on the record that a default materially impairs a compelling, countervailing interest of the Town and that any delays in imposing such a default would also impair a compelling, countervailing interest of the Town then the Town may impose the remedies of Section 10.3 without the requirements of Sections 10.4. The Town shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the Town Council at that meeting regarding the claimed emergency Default.

10.6. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

10.7. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

11. **Dispute Resolution.** Unless otherwise provided in the ARMDA, any Dispute shall be resolved as follows:

11.1. **Meet and Confer regarding Development Application Denials.** The Town and Applicant shall meet within fifteen (15) business days of any Dispute to resolve the issues specified in the Dispute.

11.2. **Mediation of Disputes.**

11.2.1. ***Issues Subject to Mediation.*** Disputes that are not subject to arbitration provided in Section 11.3 shall be mediated.

11.2.2. ***Mediation Process.*** If the Town and Applicant are unable to resolve a Dispute that is subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal or factual issue of the Dispute. If the Parties are unable to agree on a single acceptable mediator, they shall each within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the Dispute and promptly attempt to mediate the Dispute between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

11.3. **Arbitration of Disputes.**

11.3.1. ***Issues Subject to Arbitration.*** Issues regarding a Dispute that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

11.3.2. ***Mediation Required Before Arbitration.*** Prior to any arbitration the parties shall first attempt mediation as specified in Section 11.2.

11.3.3. ***Arbitration Process.*** If the Town and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business

days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the Town's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the Town or Applicant to pay the arbitrator's fees.

11.4. **District Court.** If the Dispute is not subject to arbitration then, after exhausting the Meet and Confer and Mediation processes above the Parties may seek relief in the Fifth District Court.

12. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To Master Developer: Little Creek Land Company, LLC and
Jepson Canyon Resort Development Co., Inc.
PO Box 1026
St. George, UT 84771
hank@infowest.com

With a Copy to: Kent Ohlsen
2205 S 2250 E
St. George, UT 84790
keohlsen@gmail.com

To Town: Attn: Town Mayor
1777 North Meadowlark Drive
Apple Valley, UT 84737
mayor@applevalleyut.gov

With a Copy to: Heath H. Snow, Esq.
Snow Caldwell Beckstrom & Wilbanks, PLLC
253 W. St. George Blvd. # 100
St. George, UT 84770
Heath@scbwlaw.com

12.1. **Effectiveness of Notice.** Except as otherwise provided in this ARMDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

12.1.1. **Hand Delivery.** The day it is delivered personally or by courier service.

12.1.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

12.1.3. **Mailing.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this ARMDA by giving written Notice to the other party in accordance with the provisions of this Section.

13. **Administrative Modifications.**

13.1. **Allowable Administrative Applications:** The following modifications to this ARMDA may be considered and approved by the Administrator.

13.1.1. **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

13.1.2. **Lot Lines.** Modification of the location of lots and boundary lines between lots within the Residential Area that does not increase the Maximum RDUs or decrease the size of any lot below the minimum lot sizes specified in this ARMDA.

13.1.3. **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator. An allowable minor modification shall NOT include changes in uses, minimum size of lots, or Maximum RDUs.

13.2. **Application to Administrator.** Applications for Administrative Modifications shall be filed with the Administrator.

13.3. **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval against the applicable portion of the Property in the official Town records.

13.3.1. ***Referral as Amendment.*** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 16.

13.4. **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application.

14. **Amendment.** Except for Administrative Modifications, any future amendments to this ARMDA shall be considered as Modification Applications subject to the following processes.

14.1. **Who May Submit Modification Applications.** Only the Town and Master Developer or an assignee that succeeds to all of the rights and obligations of the Master Developer under this ARMDA (and not including a Subdeveloper) may submit a Modification Application.

14.2. **Modification Application Contents.** Modification Applications shall:

14.2.1. ***Identification of Property.*** Identify the property or properties affected by the Modification Application.

14.2.2. ***Description of Effect.*** Describe the effect of the Modification Application on the affected portions of the Project.

14.2.3. ***Identification of Non-Town Agencies.*** Identify any Non-Town agencies potentially having jurisdiction over the Modification Application.

14.2.4. ***Map.*** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Maximum RDUs of all such properties.

14.3. **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the Town to cover the costs of processing the Modification Application.

14.4. **Town Cooperation in Processing Modification Applications.** The Town shall cooperate reasonably in promptly and fairly processing Modification Applications.

14.5. **Planning Commission Review of Modification Applications.**

14.5.1. ***Review.*** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the Town's Vested Laws in light of the nature and/or complexity of the Modification Application.

14.5.2. ***Recommendation.*** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall

not have any binding or evidentiary effect on the consideration of the Modification Application by the Town Council.

14.6. Town Council Review of Modification Application. After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Town Council shall consider the Modification Application.

14.7. Town Council's Objections to Modification Applications. If the Town Council objects to the Modification Application, the Town Council shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the Town Council believes that the Modification Application is not consistent with the intent of this ARMDA and/or the Town's Vested Laws (or, only to the extent permissible under this ARMDA, the Town's Future Laws).

14.8. Disputes. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

15. Estoppel Certificate. Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the Town will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

16. Headings. The captions used in this ARMDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

17. No Third-Party Rights/No Joint Venture. This ARMDA does not create a joint venture relationship, partnership or agency relationship between the Town, and Master Developer. Further, the Parties do not intend this ARMDA to create any third-party beneficiary rights. The Parties acknowledge that this ARMDA refers to a private development and that the Town has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the Town has accepted the dedication of such improvements at which time all rights and responsibilities, except for warranty bond requirements under Town's Vested Laws and as allowed by State law, for the dedicated public improvement shall be the Town's.

18. Assignability. The rights and responsibilities of Master Developer under this ARMDA may be assigned in whole or in part by Master Developer with the consent of the Town as provided herein. The assignment of Master Developer's rights and responsibilities under this ARMDA to Patterson Holdings, LLC, or its affiliates is hereby approved and consented to by the Town.

18.1. Sale of Lots. Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the Town unless specifically designated as such an assignment by Master Developer.

18.2. Related Entity. Master Developer's transfer of all or any part of the Property to any entity "related" to any Master Developer (as defined by regulations of the Internal Revenue

Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the Town unless specifically designated as such an assignment by Master Developer. Master Developer shall give the Town Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the Town with all necessary contact information for the newly responsible party.

18.3. Notice. Master Developer shall give Notice to the Town of any proposed assignment and provide such information regarding the proposed assignee that the Town may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the Town with all necessary contact information for the proposed assignee.

18.4. Time for Objection. Unless the Town objects in writing within ten (10) business days of notice, the Town shall be deemed to have approved of and consented to the assignment.

18.5. Partial Assignment. If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this ARMDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned. If a partial assignment is a result of the sale of a Parcel then the requirements of Section 3.6 for the recordation of a notice of the partial assignment shall be complied with.

18.6. Denial. The Town may only withhold its consent if the Town is not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the Town by Master Developer, the proposed assignee or a related entity that has not either been cured or in the process of being cured in a manner acceptable to the Town. The Town may also withhold consent if the proposed assignee or related entity has a documented history of noncompliance with applicable laws or has engaged in conduct detrimental to the Town's interests.

18.7. Dispute Resolution. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

18.8. Assignees Bound by ARMDA. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this ARMDA as a condition precedent to the effectiveness of the assignment.

19. Binding Effect. If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Maximum RDUs, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the Town when owned by Master Developer and as set forth in this ARMDA without any required approval, review, or consent by the Town except as otherwise provided herein.

20. **No Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

21. **Further Documentation.** This ARMDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this ARMDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

22. **Severability.** If any provision of this ARMDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this ARMDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this ARMDA shall remain in full force and affect.

23. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

24. **Time is of the Essence.** Time is of the essence to this ARMDA, and every right or responsibility shall be performed within the times specified.

25. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this ARMDA, the Town and Master Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and Master Developer. The initial representative for the Town shall be the Mayor of the Town. The initial representative for Master Developer shall be Kent Ohlsen. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this ARMDA and the development of the Project.

26. **Rights of Access.** The Town Engineer and other representatives of the Town shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this ARMDA during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the Town regulations.

27. **Mutual Drafting.** Each party has participated in negotiating and drafting this ARMDA and therefore no provision of this ARMDA shall be construed for or against either party based on which party drafted any particular portion of this ARMDA.

28. **Applicable Law.** This ARMDA is entered into in Washington County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

29. **Venue.** Any action to enforce this ARMDA shall be brought only in the Fifth District Court for the State of Utah, Washington County.

30. **Entire Agreement.** This ARMDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

31. **Conflicts.** The Town's Vested Laws shall apply to each Development Application except as the Town's Vested Laws are modified by this ARMDA (including all exhibits thereto).

32. **Recordation and Running with the Land.** This ARMDA shall be recorded in the chain of title for the Property. This ARMDA shall be deemed to run with the land.

33. **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the Town, the signature of the Mayor of the Town is affixed to this ARMDA lawfully binding the Town pursuant to Ordinance No. _____ adopted by the Town Council on _____, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of the Property
Exhibit “B”	Master Plan
Exhibit “C”	Town’s Vested Laws
Exhibit “D”	Design Standards

[signatures on following pages]

Town

TOWN OF APPLE VALLEY

_____, Mayor

ATTEST

_____, Town Recorder

Office of the Town Attorney
Approved as to form and legality

TOWN ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS

COUNTY OF _____)

On the ____ day of _____, 2025, personally appeared before me Mike Farrar, who being by me duly sworn, did say that he is the Mayor of the Town of Apple Valley, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the Town by authority of its Town Council and said Mayor acknowledged to me that the Town executed the same.

NOTARY PUBLIC

MASTER DEVELOPER

Little Creek Land Company, LLC
A Utah limited liability company

Henry Isaksen, Manager

LITTLE CREEK ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF _____)

On the _____ day of _____, 2025, personally appeared before me Henry Isaksen, Jr. duly sworn, did say that he is the Manager of **Little Creek Land Company, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

Jepson Canyon Resort Development Co., Inc.
A Utah corporation

Henry Isaksen, President

JEPSON CANYON ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF _____)

On the _____ day of _____, 2025, personally appeared before me Henry Isaksen, Jr. duly sworn, did say that he is the President of **Jepson Canyon Resort Development, Co., Inc.**, a Utah corporation and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

EXHIBIT A
Legal Description of the Project

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30. PARCEL ALSO LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER, THE WEST HALF OF THE NORTHEAST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30; SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE RUNNING S.89°54'36"W. A DISTANCE OF 1350.40 FEET; THENCE N.00°04'34"E. A DISTANCE OF 1283.60 FEET; THENCE N.89°55'02"E. A DISTANCE OF 1345.00 FEET; THENCE S.89°58'11"E. A DISTANCE OF 887.33 FEET; THENCE S.54°26'16"E. A DISTANCE OF 2157.74 FEET; THENCE S.00°10'29"E. A DISTANCE OF 19.99 FEET; THENCE S.89°51'15"W. A DISTANCE OF 1319.51 FEET; THENCE S.00°08'45"E. A DISTANCE OF 3963.42 FEET; THENCE S.89°53'32"W. A DISTANCE OF 1320.81 FEET; THENCE S.00°07'36"E. A DISTANCE OF 1318.75 FEET; THENCE S.89°58'14"W. A DISTANCE OF 1321.64 FEET; THENCE N.00°07'53"W. A DISTANCE OF 1317.18 FEET; THENCE N.18°19'43"E. A DISTANCE OF 4175.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,595,755 SQ.FT. OR 312.11 ACRES.

EXHIBIT A-1
Legal Description of the Commercial Area

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN.

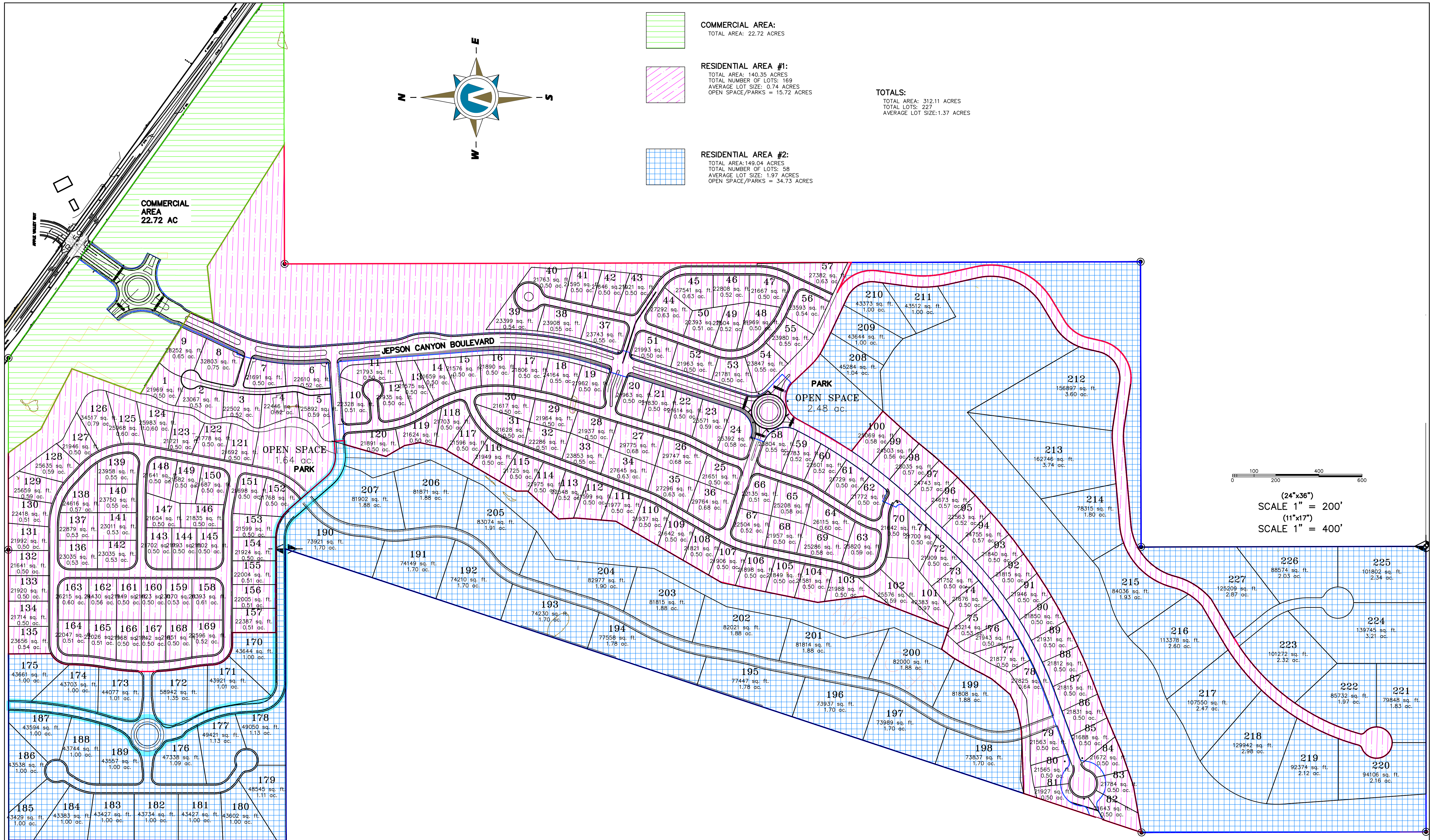
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 30, SAID POINT BEING THE REAL POINT OF BEGINNING.

THENCE S.89°49'31"W. A DISTANCE OF 766.90 FEET ALONG THE SOUTH LINE OF SAID SECTION 30; THENCE N.57°40'56"W. A DISTANCE OF 666.35 FEET; THENCE S.84°13'44"W. A DISTANCE OF 258.32 FEET TO A POINT OF CURVATURE OF A 636.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 26.35 FEET, SAID CURVE HAVING A RADIAL BEARING OF N.65°00'36"W., A CENTRAL ANGLE OF 02°22'24" AND A CHORD THAT BEARS N.23°48'12"E. A DISTANCE OF 26.34 FEET; THENCE N.24°16'04"E. A DISTANCE OF 84.37 FEET; THENCE N.58°10'40"W. A DISTANCE OF 446.00 FEET; THENCE N.20°05'39"E. A DISTANCE OF 337.02 FEET; THENCE N.62°38'04"W. A DISTANCE OF 315.67 FEET; THENCE N.36°01'31"W. A DISTANCE OF 184.75 FEET; THENCE S.89°58'11"E. A DISTANCE OF 438.58 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY 59; THENCE S.54°26'16"E. A DISTANCE OF 2157.74 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF SAID SECTION 30; THENCE S.00°06'06"E. A DISTANCE OF 19.99 FEET ALONG SAID EAST SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 989,522 SQ. FT. OR 22.72 AC

EXHIBIT B
MASTER PLAN

[SEE ATTACHED]



5				DESIGNED BY:	DATE:
4				DRAWN BY:	DATE:
3				CHECKED BY:	DATE:
2				APPROVED:	DATE:
1				COGO FILE:	DATE:
NO.	REVISIONS	BY	DATE	REV. COGO FILE:	DATE:
K:\3-14-043-00 JEPSON CANYON RESORT\CAD\Design\2024 RE-DESIGN\Jepson Canyon Base Map-06-09-25.dwg 9/9/2025 11:28 AM					



Northern
ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

JEPSON CANYON RESORT

CONCEPT – MASTER PLAN

APPLE VALLEY, UTAH

JOB NO.
3-14-043

SHEET NO.
1-2

EXHIBIT C

TOWN'S VESTED LAWS
(ON FILE WITH THE TOWN RECORDER IN A DIGITAL FORMAT)

EXHIBIT D

DESIGN STANDARDS

Residential Area

Lot Size: 169 RDUs will be ½ acre minimum. All other RDUs will be 1 acre minimum.

The Minimum Area, Width, and Yard Regulations in Section F of the Town's RE Rural Estates Zone (10.10.050) applicable to 1 acre lots (RE-1.0) shall also be applicable to the half-acre minimum lots in the Project.

Commercial Area

Gas and Fuel, Storage and Sales shall be a permitted use.



ORDINANCE NO. O-2025-37

AN ORDINANCE OF THE TOWN OF APPLE VALLEY, UTAH, APPROVING AND AUTHORIZING EXECUTION AND RECORDING OF THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR JEPSON CANYON

RECITALS

WHEREAS:

1. The Town of Apple Valley (“Town”) is a duly organized political subdivision of the State of Utah; and
2. Utah Code Ann. §§ 10-9a-102 and 10-9a-532 authorize municipalities to enter into development agreements with property owners to regulate development of land; and
3. The Town and the Master Developer (Little Creek Land Company, LLC, and Jepson Canyon Resort Development Co., Inc.) previously entered into certain agreements governing the development of the property known as **Jepson Canyon**, including a Development Agreement (recorded June 12, 2019, as amended) and a Water and Sewer Agreement (recorded June 12, 2019, as amended); and
4. The parties now desire to amend, restate, and supersede those prior agreements with a new **Amended and Restated Master Development Agreement for Jepson Canyon**, dated October 15, 2025 (the “ARMDA”), which provides for the unified and consistent development of the project, establishes vested rights, sets forth design standards, and addresses the provision of infrastructure and services; and
5. The Town Council has reviewed the ARMDA, finds it consistent with applicable law and in the best interests of the Town, and desires to approve and authorize its execution.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of Apple Valley, Utah:

Section 1. Approval of Agreement.

The Amended and Restated Master Development Agreement for Jepson Canyon, dated October 15, 2025, by and between Apple Valley Town, Little Creek Land Company, LLC, and Jepson Canyon Resort Development Co., Inc., a copy of which is attached hereto as *Exhibit A*, is hereby approved.

Section 2. Authorization.

The Mayor of Apple Valley is authorized to execute the ARMDA on behalf of the Town, and the Town Clerk/Recorder is directed to attest to the same.

Section 3. Recording.

The Town Clerk/Recorder is directed to cause the ARMDA, together with all exhibits and any necessary recording certificates, to be recorded with the Washington County Recorder’s Office following execution.

Section 4. Supersession of Prior Agreements.

This ordinance confirms that the ARMDA supersedes and novates the prior Development Agreement and Water and Sewer Agreement governing the property, as described in Section 2 of the Master Development Agreement.

Section 5. Severability.

If any provision of this Ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 6. Effective Date.

This Ordinance shall become effective immediately upon passage and posting as required by law.

ADOPTED AND APPROVED BY THE APPLE VALLEY TOWN COUNCIL this 12 day of March, 2025 based upon the following vote:

Councilmember (check one per seat):

Michael Farrar (Mayor)	Aye:	Nae:	Abstain:	Absent:
Kevin Sair	Aye:	Nae:	Abstain:	Absent:
Annie Spendlove	Aye:	Nae:	Abstain:	Absent:
Scott Taylor	Aye:	Nae:	Abstain:	Absent:
Richard Palmer	Aye:	Nae:	Abstain:	Absent:

TOWN OF APPLE VALLEY
A Utah municipal Corporation

ATTEST:

Michael Farrar, Mayor

Jenna Vizcardo, Town Recorder