



BIG PLAINS WATER SPECIAL SERVICE DISTRICT MEETING

BOARD OF DIRECTORS, REGULAR MEETING

1777 N Meadowlark Dr, Apple Valley

Wednesday, October 11, 2023 at 6:00 PM

AGENDA

Notice is given that a meeting of the Water District of the Town of Apple Valley will be held on **Wednesday, October 11, 2023**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Chairman | Barratt Nielson

Board Members | Frank Lindhardt | Harold Merritt | Ross Gregerson | Andy McGinnis |

Please be advised that the meeting will be held electronically and broadcast via Zoom. Persons allowed to comment during the meeting may do so via Zoom. Login to the meeting by visiting:

<https://us02web.zoom.us/j/88667363731>

if the meeting requests a password use 1234

To call into meeting, dial (253) 215 8782 and use Meeting ID 886 6736 3731

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

WATER OPERATOR REPORT

DISCUSSION AND POSSIBLE ACTION

1. Discussion on adding a water level monitoring system to the million gallon tank.
- [2.](#) Order from the State Engineer.
3. Consider Approval of Knollwood RV agreement.
4. Consider Approval of Trade of SSD F-250 and Town F-450 Trucks.
- [5.](#) Consider Approval of Amending the Employee Handbook, Resolution-BPW-R-2023-12.
6. Consider Approval of Cedar Point Water System Users Get-Together.

APPROVAL OF MINUTES

- [7.](#) Minutes: September 13, 2023.

CONSENT AGENDA

The Consent Portion of the Agenda is approved by one (1) non-debatable motion. If any Board Member wishes to remove an item from the Consent Portion of the agenda, that item becomes the first order of business on the Regular Agenda.

- [8.](#) Disbursement Listing for September 2023.
- [9.](#) Budget Report for Fiscal Year 2023 through September 2023.
- [10.](#) September 2023 Water Usage Comparison.

REQUEST FOR A CLOSED SESSION

ADJOURNMENT

CERTIFICATE OF POSTING: I, Jenna Vizcardo, as duly appointed Recorder for the Town of Apple Valley, hereby certify that this Agenda 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.

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.

ORDER OF THE STATE ENGINEER
Permanent Change Application Number
81-1579 (a49438)
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BIG PLAINS WATER SPECIAL SERVICE DISTRICT
C/O BEN RUESCH
86 N 3400 W
HURRICANE UT 84737

- - - - -



SPENCER J. COX
Governor
DEIDRE M. HENDERSON
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

Division of Water Rights

JOEL FERRY
Executive Director

TERESA WILHELMSSEN
State Engineer/Division Director

Item 2.

ORDER OF THE STATE ENGINEER

For Permanent Change Application Number 81-1579 (a49438)

Permanent Change Application Number 81-1579 (a49438) in the names of Steve & Jana Smith Charitable Remainder Unitrust was filed on September 2, 2022, to change the point of diversion, places of use, and uses of 1.7589 cubic feet per second (cfs) or 353.9637 acre-feet of water as evidenced by Water Right Numbers 81-1579 and 81-5538. Heretofore, the water has been diverted from a well located South 117 feet and West 1039 feet from the NE Corner of Section 27, T42S, R12W, SLB&M (existing 12-inch well, 238 feet deep). The water has been used for the sole supply irrigation of 70.79 acres (group total of 94.15 acres) from March 1 to November 30. The water has been used in all or portion(s) of Sections 22, 23, 26, & 27, T42S, R12W, SLB&M.

Hereafter, it is proposed to divert 353.9637 acre-feet of water from points of diversion changed to: (1) Well - North 420 feet and West 102 feet from the SE Corner of Section 22, T42S, R12W, SLB&M (existing 10-inch well, 360 feet deep); (2) Well - North 1451 feet and West 137 feet from the E $\frac{1}{4}$ Corner of Section 27, T42S, R12W, SLB&M (existing well, 290 feet deep); (3) Well - North 821 feet and West 96 feet from the SE Corner of Section 22, T42S, R12W, SLB&M (existing well); (4) Well - South 117 feet and West 1034 feet from the NE Corner of Section 27, T42S, R12W, SLB&M (12-inch well, 100-800 feet deep); (5) Well - South 98 feet and West 1066 feet from the NE Corner of Section 27, T42S, R12W, SLB&M (existing 10-inch well, 294 feet deep); (6) Well - North 881 feet and West 127 feet from the SE Corner of Section 22, T42S, R12W, SLB&M (12-inch well, 100-800 feet deep); (7) Well - North 439 feet and West 120 feet from the SE Corner of Section 22, T42S, R12W, SLB&M (existing 12-inch well, 357 feet deep). The water is to be used for year-round municipal purposes within the service area of Tru South LLC.

Notice of the application was published in The Spectrum on September 15 and 22, 2022, and a protest was received from Big Plains Water Special Service District. A hearing was held on July 26, 2023.

Summary of Protestant's concerns:

1. Applicant fails to demonstrate that application is not made for speculative purposes.
2. District may experience quantity impairment of water rights if application is approved.
3. Applicant should demonstrate that the underlying rights have not lapsed in whole or part.
4. District may experience direct impairment or interference with more beneficial use of water.

Summary of Applicant's responses:

1. The Trust owns the property without financial encumbrances and has hired consultants and professionals to evaluate development of the property with the conclusion that the project

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is physically and economically feasible. The Trust has significant assets and financial ability to complete the proposed project.

2. The water rights were previously used to the extent that they are not subject to forfeiture, utilizing the water rights under the current change application will not cause quantity impairment.
3. Water has been used for farming and the irrigation of a golf course.
4. It is intended to work with the district as the water is used for municipal use including to supply the needs of additional housing for the area.

State Engineer's analysis:

Evidence presented by the applicant appears to provide sufficient information to confirm that there has historically been some use of water. In evaluating applications, which propose to change the nature of use of a water right, the State Engineer believes it is appropriate to examine the rates and amounts of hydrologic depletion associated with the historical water use as compared to the proposed use to ensure that there is no enlargement of the underlying water right. In this case, it is believed that the historical irrigation water use would have incurred a rate of hydrologic depletion of approximately 63.92% of the duty of 5.0 acre-feet per acre.¹ The calculated total amount of hydrologic depletion would thus have been approximately 226.23 acre-feet per year for the 353.9637 acre-feet of diversion allowance.

It will be the responsibility of the applicant to ensure that the hydrologic depletion limitations associated with its various rights are not exceeded.

The subject water right is within an area that is currently under an active adjudication order of the Fifth Judicial District Court. In evaluating the various elements of the underlying right, it is not the intention of the State Engineer to adjudicate the extent of the right but rather to provide sufficient definition of the right to ensure that other vested rights are not impaired by the change without compensation, that no enlargement of the underlying right occurs, and that the Permanent Change Application satisfies the current requirements of applicable statute and policy.

It is, therefore, **ORDERED** and Permanent Change Application Number 81-1579 (a49438) is hereby **APPROVED** subject to prior rights and the following conditions:

1. Proof of Beneficial Use may only be submitted by a qualified public water supplier. A Certificate of Beneficial Use will not be issued unless ownership of the right is in the name of a Public Water Supplier.
2. Water use under this approval shall be limited to the maximum annual diversion allowance of 353.9637 acre-feet of water for municipal use with an associated

¹Consumptive Use of Irrigated Crops in Utah, Research Report 145, Utah Agricultural Experiment Station, Utah State University, Logan, Utah, October 1994, Table 25, La Verkin Station. The benchmark crop for the referenced calculation is alfalfa, the most typical and consumptive crop evaluated in the study (38.35 inches or 3.1958 feet. 3.1958 feet / 5.0 acre-feet duty = 63.92%).

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maximum annual depletion allowance of 226.23 acre-feet of water for this use. The applicant shall maintain records demonstrating the depletion allowance is not being exceeded.

3. To accommodate the approval of this permanent change application, the use of 1.7589 cfs or 353.9637 acre-feet of water to be used for the irrigation of 70.79 acres from March 1 to November 30 at the historical point of diversion and place of use must cease.
4. The applicant shall install and maintain measuring and totalizing recording devices to meter all water diverted from all sources pertaining to this application and **shall annually report this data to the Division of Water Rights Water Use Program.**
5. The documents submitted as proof of beneficial use for this application, as required by statute at Utah Code § 73-3-16, shall include a full and correct copy of the metering record maintained as required herein.
6. Inasmuch as this application seeks to divert water from numerous points of diversion, it is necessary that detailed information be provided to the State Engineer to show which sources of supply are actually developed and used and the extent of their usage under this application. Upon the submission of proof as required by Utah Code § 73-3-16, for this application, the applicant must identify every source of water used under this application and the amount of water used from that source. The proof must also show the capacity of the sources of supply and demonstrate that each source can provide the water claimed to be diverted under this right as well as all other water rights, which may be approved to be diverted from those sources.
7. Whereas this Change Application has been filed to entirely replace and supersede prior approved Change Application Number 81-1579 (a36648c) and 81-5538 (a36648d), with this approval those prior applications are considered to have been **WITHDRAWN.**

The State Engineer has statutory responsibility to create and maintain water right records based on an administrative process outlined in statute. The State Engineer is not authorized by statute to adjudicate water right title or the validity of established water rights. It is noted that failure to exercise a water right within the statutory period could render all or a portion of a water right invalid through forfeiture. Parties who wish to challenge the validity of a water right are advised that a declaration of forfeiture is a judicial action and the courts are available to pursue such suits (Utah Code § 73-1-4).

As noted, this approval is granted subject to prior rights. The applicants shall be liable to mitigate or provide compensation for any impairment of or interference with prior rights as such may be stipulated among parties or decreed by a court of competent jurisdiction.

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The applicants are strongly cautioned that other permits may be required before any development of this application can begin and it is the responsibility of the applicants to determine the applicability of and acquisition of such permits. Once all other permits have been acquired, this is your authority to develop the water under the above referenced application which under Utah Code §§ 73-3-10 and 73-3-12 must be diligently prosecuted to completion. The water must be put to beneficial use and proof must be filed on or before **September 30, 2030**, or a request for extension of time must be acceptably filed and subsequently approved; otherwise, the application will be lapsed. This approval is limited to the rights to divert and beneficially use water and does not grant any rights of access to, or use of land or facilities not owned by the applicants.

Proof of beneficial use is evidence to the State Engineer that the water has been fully placed to its intended beneficial use. By law, it must be prepared by a registered engineer or land surveyor, who will certify to the location, uses, and extent of your water right. Upon the submission of proof as required by Utah Code § 73-3-16, for this application, the applicants must identify every source of water used under this application and the amount of water used from that source. The proof must also show the capacity of the sources of supply and demonstrate that each source can provide the water claimed to be diverted under this right as well as all other water rights, which may be approved to be diverted from those sources.

Failure on your part to comply with the requirements of the applicable statutes may result in the lapsing of this permanent change application.

It is the applicants' responsibility to maintain a current address with this office and to update ownership of their water right. Please notify this office immediately of any change of address or for assistance in updating ownership. Additionally, if ownership of this water right or the property with which it is associated changes, the records of the Division of Water Rights should be updated. For assistance in updating title to the water right please contact the Division at the phone number below.

Your contact with this office, should you need it, is with the Southwestern Regional Office. The telephone number is 435-586-4231.

This Order is subject to the provisions of Utah Admin. Code R655-6-17 of the Division of Water Rights and to Utah Code §§ 63G-4-302, 63G-4-402, and 73-3-14 which provide for filing either a Request for Reconsideration with the State Engineer or for judicial review with the appropriate District Court. A Request for Reconsideration must be filed in writing with the State Engineer within 20 days of the date of this Order. The written request shall be filed in-person, by mail, or electronically. If the request is filed electronically it shall be submitted to: waterrights@utah.gov, which is the authorized general email for the Division. However, a Request for Reconsideration is not a prerequisite to filing for judicial review. A petition for judicial review must be filed within 30 days after the date of this Order or, if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

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Dated this 1 day of September, 2023.

for 
Teresa Wilhelmsen, P.E., State Engineer

Mailed a copy of the foregoing Order this 1 day of September, 2023 to:

Steve & Jana Smith Charitable Remainder Unitrust
Steven B. Smith and Jana Smith, Trustees
48 W 300 S, #2502
North Salt Lake City, UT 84101

Big Plains Water Special Service District
c/o Ben Ruesch
86 N 3400 W
Hurricane, UT 84737

Division of Water Rights
Water Use Program

BY: 
Doralee Cannon, Applications/Records Secretary

BIG PLAINS WATER SPECIAL SERVICE DISTRICT

RESOLUTION NO. BPW-R-2023-12

A RESOLUTION AMENDING THE DISTRICT EMPLOYEE HANDBOOK

WHEREAS, the Big Plains Water Special Service District ("District") has adopted an employee handbook policy manual; and

WHEREAS, the District Board deems it necessary and appropriate that such policy manual be amended; and

WHEREAS, at a meeting of the District, duly called, noticed and held on the 11th day of October 2023, and upon motion duly made and seconded:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the District that the District Employee Handbook Manual is hereby amended to reflect the changes attached hereto.

PASSED this 11th day of October 2023.

BIG PLAINS WATER SPECIAL SERVICE DISTRICT

Chairman Barratt Nielson

ATTEST:

Jenna Vizcardo, Recorder

	AYE	NAY	ABSENT	ABSTAIN
Chairman Barratt Nielson	_____	_____	_____	_____
Board Member Frank Lindhardt	_____	_____	_____	_____
Board Member Harold Merritt	_____	_____	_____	_____
Board Member Ross Gregerson	_____	_____	_____	_____
Board Member Andy McGinnis	_____	_____	_____	_____

SECTION 1: **AMENDMENT** “Personal Vehicle Use” of the Apple Valley Water & Sewer District is hereby *amended* as follows:

BEFORE AMENDMENT

Personal Vehicle Use

PERSONAL VEHICLE USE At times employees are required or expected to travel on District business using their personal automobiles. The District will reimburse you at the current State authorized rate when required to do so.

AFTER AMENDMENT

Personal Vehicle Use

PERSONAL VEHICLE USE District vehicles represent a tremendous investment of the taxpayers' dollars and shall be respected as such. Operation of District vehicles shall be in accordance with applicable laws and regulations. Only authorized District employees are permitted to drive District vehicles as authorized by the Town Administrator or District Chairman. Authorization of use shall be done on a case-by-case basis. Prior to approving a driver and periodically thereafter, the human resources department must check the employee's driving record. Employees approved to drive on company business are required to inform their supervisor of any changes that may affect either their legal or physical ability to drive or their continued insurability. All employees must exhibit good driving habits at all times. Employees are responsible for any driving infractions or fines as a result of their driving. Employees must exercise due diligence to drive safely and to maintain the security of the vehicle and its contents. Texting on cell phones is specifically prohibited. Smoking or use of tobacco products in vehicles owned, leased, or rented by the Town is prohibited. Employees are not permitted, under any circumstance, to operate a District vehicle when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any company vehicle at any time while using or consuming alcohol, illegal drugs or prescription medications that may affect their ability to drive. Essential employees may be authorized to take a District vehicle home so they can respond to business needs as soon as possible. Essential employees are those who conduct a range of operations and services that are typically essential to continue critical operations, who may be required to work after hours in order to meet operational requirements. The Town Administrator or District Chairman will determine who is an essential worker. All persons riding in a District vehicle are required to use provided seat belts and must not be of an age or size to require child safety seating. Carrying of passengers should be limited to those with some direct relationship to the conduct of District business. However, there may arise an unanticipated situation which may warrant the use of a District vehicle to transport a family member. If, while an employee is on duty, a family member is stranded, ill, or likewise, and is unable to reasonably find transportation, or unable to transport themselves home or to another's care, the employee may transport the family member to the appropriate location. This should be done after receiving permission from a supervisor and should be in limited circumstances only. Certain discretionary personal uses shall be permitted with District vehicles during regular work hours such as break stops or short personal errands that fall within the immediate geographic area of specific business already being conducted for and in behalf of the District. Employees must report any accident, theft or malicious damage involving a District vehicle to their supervisor and the human resources department, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible but no later than 24 hours after the incident. Employees are expected to cooperate fully with the authorities in the event of an accident. However, employees should make no voluntary statement other than in reply to questions of investigating officers.

At times employees are required or expected to travel on District business using their personal automobiles. The District will reimburse employees ~~you~~ at the current IRS ~~State~~ authorized rate when required to do so.



BIG PLAINS WATER SPECIAL SERVICE DISTRICT MEETING

BOARD OF DIRECTORS, REGULAR MEETING

1777 N Meadowlark Dr, Apple Valley

Wednesday, September 13, 2023 at 6:00 PM

MINUTES

Chairman | Barratt Nielson

Board Members | Frank Lindhardt | Harold Merritt | Ross Gregerson | Andy McGinnis |

CALL TO ORDER- Chairman Nielson called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE- Board Member McGinnis led pledge of allegiance.

PRAYER- Prayer offered by Board Member Lindhardt.

ROLL CALL

PRESENT

Chairman Barratt Nielson

Board Member Frank Lindhardt

Board Member Harold Merritt

Board Member Ross Gregerson

Board Member Andy McGinnis

DECLARATION OF CONFLICTS OF INTEREST

None declared.

DISCUSSION AND POSSIBLE ACTION

1. Consider Approval of Trade of SSD F-250 and Town F-450 Trucks.

Town Administrator Jauna McGinnis commented would like to swap/trade the trucks due to the bigger engine and more room for tools. Board Member McGinnis commented on his input that the Town F-450 trucks is not 4-wheel drive and some locations that is necessary. Also, the 450 truck is a long bed and the utility bed is heavy. Board Member Gregerson commented that there is a storage container at the canyon office and doesn't necessarily need to carry everything. The Board discussed having surplus supplies on hand. Board Member McGinnis commented that a discussion with Water Operator Trevor is needed to find out what he can't carry in the current 250 truck.

MOTION: Board Member Gregerson motioned that we table the decision to trade truck with the Town or not.

SECOND: The motion was seconded by Board Member McGinnis.

VOTE: Chairman Nielson called for a vote:

Board Member Merritt - Aye

Board Member Gregerson - Aye

Board Member McGinnis - Aye

Board Member Lindhardt- Aye

Chairman Nielson - Aye

The vote was unanimous and the motion carried.



BIG PLAINS WATER SPECIAL SERVICE DISTRICT MEETING

BOARD OF DIRECTORS, REGULAR MEETING

1777 N Meadowlark Dr, Apple Valley

Wednesday, September 13, 2023 at 6:00 PM

MINUTES

2. Consider Approval to Dispose of 2005 Bombardier Traxter Max 650 CVT by way of Bid Process.

Board Member Merritt commented that it was fished out of trees and worked on it for a couple of weeks. He continued that it will probably need more maintenance and it is used to traverse to the Canaan Springs location. Board Member Gregerson discussed it worked great; it has just been sitting under the trees and may just need a new carburetor. It's useful and well worth having. It was also discussed amongst the Board to remind the Water Operator to reestablish the wash ditches as necessary.

MOTION: Board Member McGinnis motioned we take the 2005 Bombardier over to Lambert and have him look over and see if he can figure out why we are having power loss.

SECOND: The motion was seconded by Board Member Merritt.

VOTE: Chairman Nielson called for a vote:

Board Member Merritt - Aye
 Board Member Gregerson - Aye
 Board Member McGinnis - Aye
 Board Member Lindhardt - Aye
 Chairman Nielson - Aye

The vote was unanimous and the motion carried.

3. Consider Approval of New Copier Lease, Lease Option to Purchase Existing Printer, or Lease Option to Return Existing Printer.

Board Member Lindhardt discussed buying the printer outright because the lease is up. Town Administrator presented the Board with the options from Les Olson (Attachment A – 2 pages) Town Administrator Jauna McGinnis discussed the lease is up with a dollar buyout to own and zero to return. All maintenance and supplies are paid for by the district. It will be used minimally.

MOTION: Board Member Lindhardt motioned that we buy the copier for a dollar.

SECOND: The motion was seconded by Board Member McGinnis.

VOTE: Chairman Nielson called for a vote:

Board Member Merritt - Aye
 Board Member Gregerson - Aye
 Board Member McGinnis - Aye



BIG PLAINS WATER SPECIAL SERVICE DISTRICT MEETING

BOARD OF DIRECTORS, REGULAR MEETING

1777 N Meadowlark Dr, Apple Valley

Wednesday, September 13, 2023 at 6:00 PM

MINUTES

Board Member Lindhardt- Aye

Chairman Nielson - Aye

The vote was unanimous and the motion carried.

CONSENT AGENDA

4. Disbursement Listing for July 2023 and August 2023.
5. Budget Report for Fiscal Year 2023 through July 2023 and August 2023.
6. July 2023 and August 2023 Water Usage Comparison Summary.

Town Administrator Jauan McGinnis presented an updated water usage comparison summary for the Board to review. (Attachment B – 1 page)

MOTION: Board Member Lindhardt motioned that we approve the consent calendar, including item 4 Disbursement Listing for July 2023 and August 2023, and item 5 Budget Report for Fiscal Year 2023 through July 2023 and August 2023, and item 6 July 2023 and August 2023 Water Usage Comparison Summary.

SECOND: The motion was seconded by Board Member Gregerson.

VOTE: Chairman Nielson called for a vote:

Board Member Merritt - Aye

Board Member Gregerson - Aye

Board Member McGinnis - Aye

Board Member Lindhardt- Aye

Chairman Nielson - Aye

The vote was unanimous and the motion carried.

APPROVAL OF MINUTES

7. Minutes: August 10, 2023.

MOTION: Board Member Merritt motioned that we accept the minutes of August 10, 2023 as presented.

SECOND: The motion was seconded by Board Member Lindhardt.

VOTE: Chairman Nielson called for a vote:



BIG PLAINS WATER SPECIAL SERVICE DISTRICT MEETING

BOARD OF DIRECTORS, REGULAR MEETING

1777 N Meadowlark Dr, Apple Valley

Wednesday, September 13, 2023 at 6:00 PM

MINUTES

Board Member Merritt - Aye
 Board Member Gregerson - Aye
 Board Member McGinnis - Aye
 Board Member Lindhardt- Aye
 Chairman Nielson - Aye

The vote was unanimous and the motion carried.

REQUEST FOR A CLOSED SESSION: IF NECESSARY FOR PENDING OR REASONABLY IMMINET LITIGATION

MOTION: Board Member McGinnis motioned we go into closed session.

SECOND: The motion was seconded by Board Member Lindhardt.

VOTE: Chairman Nielson called for a vote:

Board Member Merritt - Aye
 Board Member Gregerson - Aye
 Board Member McGinnis - Aye
 Board Member Lindhardt- Aye
 Chairman Nielson - Aye

The vote was unanimous and the motion carried.

ADJOURNMENT

MOTION: Board Member McGinnis motioned to adjourn the meeting.

SECOND: The motion was seconded by Board Member Lindhardt.

VOTE: Chairman Nielson called for a vote:

Board Member Merritt - Aye
 Board Member Gregerson - Aye
 Board Member McGinnis - Aye
 Board Member Lindhardt- Aye
 Chairman Nielson - Aye

The vote was unanimous and the motion carried.



BIG PLAINS WATER SPECIAL SERVICE DISTRICT MEETING

BOARD OF DIRECTORS, REGULAR MEETING

1777 N Meadowlark Dr, Apple Valley

Wednesday, September 13, 2023 at 6:00 PM

MINUTES

The meeting was adjourned at 7:00 p.m.

Date Approved: _____

Approved BY: _____
Chairman | Barratt Nielson

Attest BY: _____
Recorder | Jenna Vizcardo

Please review the below quote and use buttons Deny or Accept.

Item 7.

Use   to accept or deny the line Items. Then use **Recalculate Total** to see the final Price.
Then scroll to the button to finalize the Quote.



Sales Order # 644927

Customer # 08-BIGPL

Sales Rep: Aaron Brown

Order Date: Sep 13, 2023

S.O. Expiration Date: Sep 30, 2023

Sold To

Big Plains Water SSD
1777 N. Meadow Lark Drive
Apple Valley, UT 84737

Attn: Jenna Vizcardo
clerk@applevalleyut.gov
(435) 877-1190

Equipment Group 1

688 N Paradise Ln Apple Valley, UT 84737

Description

Qty

1.	BP-70C31 - Sharp Color Copier # 31 pages-per-minute Color Sharp Multi-function System	1	 
2.	BP-DE12 - Stand/1 X 550 Paper Deck (50C26-70M65)# Stand/1 X 500 Paper Feed Desk Unit	1	
3.	BP-TU10 - Center Exit Tray (50C26-70M65) Center Exit Tray Unit (BP50C26-BP70C45)	1	
4.	15 Amp Surge Suppressor	1	
5.	IT Open Market IT Open Market on-Site Network Installation (2 Hours)	2	
	Service Platinum B/W Service (NASPO) Term: 60 Contract Included Pages: 30,000 Excess Pages Begin At: 30,001 Excess Page Charge: 0.00891 Platinum Color Service (NASPO) Term: 60 Contract Included Pages: 18,000 Excess Pages Begin At: 18,001 Excess Page Charge: 0.05764		

ADDITIONAL NOTES

NASPO ValuePoint State of Utah Contract #AR455

Term	Purchase Type	Purchase Option	Monthly Lease Payment
60 months	Lease	FMV	Includes Maintenance \$ 140 (plus applicable taxes) Item 7.

TOTAL COST \$8,439

Recalculate Total

☐ I accept the Terms & Conditions (click [HERE](#) to view)

Accepted By:

Date:

PO:

Sign:

Clear

Title:

Accept Quote

OPTION TO RETURN :
\$ 200-400 for pick-up

OPTION TO PURCHASE:
\$ 1500-1800
may opt for a maintenance contract $\approx$ \$100/mo

My suggestion:
Return + purchase a smaller printer/scanner
since use is minimal

Big Plains Water Special Service District**WATER USAGE ANALYSIS**

	COMPARABLE ACCTS			TOTAL SYSTEM		
	2023/2022	2022/2021	Over/ (Under)	2023/2022	2022/2021	Over/ (Under)
JUL 2022	6,117,230	6,451,930	(334,700)	8,059,327	6,572,750	1,486,577
AUG	4,484,140	6,052,550	(1,568,410)	5,337,420	6,073,830	(736,410)
SEP	4,465,090	6,266,750	(1,801,660)	5,540,460	6,304,990	(764,530)
OCT	3,002,500	2,967,370	35,130	3,813,180	2,971,340	841,840
NOV	1,656,380	2,797,940	(1,141,560)	2,327,480	2,900,120	(572,640)
DEC	2,293,220	2,507,480	(214,260)	2,956,200	2,556,930	399,270
JAN 2023	1,543,380	1,671,920	(128,540)	2,406,879	1,675,760	731,119
FEB	1,418,710	1,534,640	(115,930)	1,715,637	1,549,020	166,617
MAR	1,394,930	2,553,470	(1,158,540)	1,599,322	2,590,750	(991,428)
APR	3,974,645	3,419,640	555,005	5,297,632	3,453,490	1,844,142
MAY	5,551,174	5,423,820	127,354	6,129,554	5,533,460	596,094
JUNE	6,252,024	7,173,918	(921,894)	6,566,554	7,778,244	(1,211,690)
JULY	5,123,809	5,898,027	(774,218)	5,842,633	6,331,327	(488,694)
AUG	6,141,865	5,063,370	1,078,495	6,441,915	5,211,090	1,230,825
TOTAL DECREASE/INCREASE			(6,363,728)			2,531,092

Comparable Accounts: Had usage in both years

Total System: All usage

**Big Plains Water Special Service District
Disbursement Listing**

Item 8.

Checking - SBSU Operating - 09/01/2023 to 09/30/2023

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Lambert Duval	1436	09/07/2023	\$231.59			Purchasing
Ace Hardware	1437	09/13/2023	\$44.17			Purchasing
Nelson, Price W.	1438	09/13/2023	\$500.00			Purchasing
Pelorus Methods	1439	09/13/2023	\$500.00			Purchasing
Prime 90	1440	09/13/2023	\$11,595.00			Purchasing
Revco Leasing	1441	09/13/2023	\$152.20			Purchasing
Southwest Utah Public Health Departme	1442	09/13/2023	\$175.00			Purchasing
Town of Apple Valley	1443	09/13/2023	\$6.00			Purchasing
Utah State Division of Finance	1444	09/13/2023	\$4,000.00			Purchasing
ChemTech-Ford Laboratories	1445	09/19/2023	\$420.00			Purchasing
Hinton Burdick CPA's	1446	09/26/2023	\$350.00			Purchasing
Lambert Duval	1447	09/26/2023	\$145.00			Purchasing
Little Creek Station	1448	09/26/2023	\$19.60			Purchasing
Ruesch & Reeve	1449	09/26/2023	\$5,150.00			Purchasing
Little Creek Station	1450	09/26/2023	\$12.97			Purchasing
Rocky Mountain Power Company	RMP09152023	09/15/2023	\$2,164.19			Purchasing
State Bank of Southern Utah	SBSU092023	09/20/2023	\$3,299.01			Purchasing
Superior Technical Solutions, LLC	STS09052023	09/05/2023	\$98.21			Purchasing
USDA Rural Development	USDA09152023	09/15/2023	\$1,269.00			Purchasing
USDA Rural Development	USDA09152023	09/15/2023	\$9,271.00			Purchasing
USDA Rural Development	USDA09152023	09/15/2023		09/15/2023	\$10,540.00	Purchasing
			\$39,402.94		\$10,540.00	

Big Plains Water Special Service District
Operational Budget Report
51 Big Plains Water & Sewer SSD - 07/01/2023 to 09/30/2023
25.00% of the fiscal year has expired

Item 9.

	Prior YTD	Current Month	Current YTD	Annual Budget	Percent Used
Income or Expense					
Income From Operations:					
Operating income					
5140 Water Sales	98,171.98	20,269.16	102,928.10	361,600.00	28.46%
5150 Water Standby Fees	9,719.44	2,966.13	8,719.68	36,300.00	24.02%
5310 Connection Fees	1,830.00	0.00	0.00	9,000.00	0.00%
5410 Late Penalties and Fees	1,146.88	231.03	624.69	5,000.00	12.49%
5490 Other Operating Income	6,487.32	18,749.20	20,638.92	2,250.00	917.29%
Total Operating income	117,355.62	42,215.52	132,911.39	414,150.00	32.09%
Operating expense					
6011 Town Interlocal Agreement Costs	246.05	0.00	0.00	44,350.00	0.00%
6013 Water Salaries and Wages	12,504.00	0.00	0.00	0.00	0.00%
6014 Water Benefits	5,661.61	0.00	0.00	0.00	0.00%
6021 Public Postings	0.00	0.00	0.00	100.00	0.00%
6023 Travel	0.00	0.00	148.14	800.00	18.52%
6024 Training	295.00	862.37	862.37	700.00	123.20%
6025 Books/Subscriptions/Memberships	0.00	0.00	0.00	2,800.00	0.00%
6030 Admin Supplies and Expenses	1,088.60	872.50	1,714.30	5,000.00	34.29%
6032 Postage	0.00	0.00	0.00	200.00	0.00%
6035 Bank Service Charges	0.00	0.00	0.00	100.00	0.00%
6040 Professional Service	4,319.25	0.00	9,968.25	7,500.00	132.91%
6043 Accounting & Audit Fees	0.00	350.00	350.00	13,200.00	2.65%
6044 Water Testing	1,531.97	189.22	1,944.22	8,000.00	24.30%
6045 Legal Fees	1,557.85	5,150.00	13,765.00	10,000.00	137.65%
6050 System Maintenance and Repairs	0.00	7,611.02	5,250.13	7,500.00	70.00%
6051 System Equipment	3,069.07	173.56	5,958.18	21,100.00	28.24%
6052 Well Maintenance and Repairs	18,259.44	4,095.00	4,095.00	7,500.00	54.60%
6053 Tank Maintenance and Repairs	85.16	561.78	571.54	14,000.00	4.08%
6060 Equipment Costs Other than Fuel	748.72	1,828.48	5,314.20	4,000.00	132.86%
6061 Equipment Fuel	1,071.54	534.65	794.85	5,000.00	15.90%
6067 Utilities	4,095.56	2,164.19	6,902.18	24,200.00	28.52%
6068 Telephone & Internet	0.00	0.00	384.35	1,200.00	32.03%
6070 Insurance	0.00	0.00	(281.49)	6,600.00	-4.27%
6095 Depreciation Expense	33,766.05	12,900.11	38,339.32	145,000.00	26.44%
Total Operating expense	88,299.87	37,292.88	96,080.54	328,850.00	29.22%
Total Income From Operations:	29,055.75	4,922.64	36,830.85	85,300.00	43.18%
Non-Operating Items:					
Non-operating income					
5520 Impact Fees	10,894.09	15,000.00	27,000.00	120,000.00	22.50%
5610 Interest Income	1,311.90	1,000.87	2,954.54	7,800.00	37.88%
5690 Sundry Revenue	0.00	0.00	(6.00)	100.00	-6.00%
Total Non-operating income	12,205.99	16,000.87	29,948.54	127,900.00	23.42%
Non-operating expense					
6080 Interest Expense	18,244.22	7,040.72	17,162.03	87,110.00	19.70%
Total Non-operating expense	18,244.22	7,040.72	17,162.03	87,110.00	19.70%
Total Non-Operating Items:	(6,038.23)	8,960.15	12,786.51	40,790.00	31.35%
Total Income or Expense	23,017.52	13,882.79	49,617.36	126,090.00	39.35%

Big Plains Water Special Service District**WATER USAGE ANALYSIS**

	COMPARABLE ACCTS			TOTAL SYSTEM		
	2023/2022	2022/2021	Over/ (Under)	2023/2022	2022/2021	Over/ (Under)
JUL 2022	6,117,230	6,451,930	(334,700)	8,059,327	6,572,750	1,486,577
AUG	4,484,140	6,052,550	(1,568,410)	5,337,420	6,073,830	(736,410)
SEP	4,465,090	6,266,750	(1,801,660)	5,540,460	6,304,990	(764,530)
OCT	3,002,500	2,967,370	35,130	3,813,180	2,971,340	841,840
NOV	1,656,380	2,797,940	(1,141,560)	2,327,480	2,900,120	(572,640)
DEC	2,293,220	2,507,480	(214,260)	2,956,200	2,556,930	399,270
JAN 2023	1,543,380	1,671,920	(128,540)	2,406,879	1,675,760	731,119
FEB	1,418,710	1,534,640	(115,930)	1,715,637	1,549,020	166,617
MAR	1,394,930	2,553,470	(1,158,540)	1,599,322	2,590,750	(991,428)
APR	3,974,645	3,419,640	555,005	5,297,632	3,453,490	1,844,142
MAY	5,551,174	5,423,820	127,354	6,129,554	5,533,460	596,094
JUNE	6,252,024	7,173,918	(921,894)	6,566,554	7,778,244	(1,211,690)
FY2023 SUBTOTALS	42,153,423	48,821,428	(6,668,005)	51,749,645	49,960,684	1,788,961
	2024/2023	2023/2022	Over/ (Under)	2024/2023	2023/2022	Over/ (Under)
JULY 2023	5,123,809	5,898,027	(774,218)	5,842,633	6,331,327	(488,694)
AUG	6,141,865	5,063,370	1,078,495	6,441,915	5,211,090	1,230,825
SEP	3,788,901	5,161,060	(1,372,159)	3,981,642	5,390,410	(1,408,768)
FY2024 SUBTOTALS	15,054,575	16,122,457	(1,067,882)	16,266,190	16,932,827	(666,637)

Comparable Accounts: Had usage in both years

Total System: All usage

WATER RIGHTS AGREEMENT

This Water Rights Agreement (“Agreement”) is made this ____ day of October, 2023 (“Effective Date”), by and between Knollwood85, LLC, a Utah Limited Liability Company (“Developer”), with its principal office located at 1163 North Main Street, Hurricane, UT 84737 and Big Plains Water Special Service District (“District”) a political subdivision of the State of Utah, organized under the laws of the State of Utah, with its principal office located at 1777 N. Meadowlark Dr, Apple Valley, UT 84737. Developer and District are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Developer is the owner of certain water rights identified on Exhibit A (the “**Water Rights**”) attached hereto and incorporated herein;

WHEREAS, Developer is the owner of approximately 13.8 acres located at 1350 N. State Street, Apple Valley, UT 84737, known as the Range RV Campground (the “**Project**”), which is more particularly described on Exhibit B, attached hereto, which Project is subject to a development agreement with the Town of Apple Valley, the water service for which is provided by District;

WHEREAS, District is a special service district authorized to provide water service to the Project, which lies within District’s boundaries;

WHEREAS, Developer desires that District provide water service to the Project and District desires to provide water service to the Project;

WHEREAS, since 2021, Developer’s Project has been in operation and Developer has not deeded any water rights to District for the usage of water for said project;

WHEREAS, District allowed Developer to commence commercial activity on the Project without any water rights being deeded to District due to unforeseen circumstances and the Water Rights being used as collateral by a bank for loan proceeds;

WHEREAS, in order to continue to operate the Project, Developer must provide District with sufficient water to service the current and future customers of the Project;

WHEREAS, on August 29, 2023, the State of Utah, Department of Natural Resources, Division of Water Rights, via the State Engineer, approved Developer’s Change Application a50465 (“Order”), which requires that the Water Rights be conveyed to the District;

WHEREAS, in order to satisfy future demands for water use by Developer’s customers at the Project, the Parties desire that Developer provide additional water rights (besides the above described Water Rights) to the District;

WHEREAS, the District Engineer, Sunrise Engineering, Inc., has calculated the required acre feet of water to support the Developer’s Project in the amount of 9.84 acre feet;

WHEREAS the Parties desire to determine a schedule for transferring to the District, or purchasing from the District, as the case may be, additional water rights needed to supply the Project's customers.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

1.00 TITLE TRANSFER. Upon execution of this Agreement, the Developer shall convey, by water deed, to the District the Water Rights. The Water Rights shall be free of liens, judgments or any other legal encumbrance, and shall include the full and proper transfer of ownership of said rights to the District. The Water Deed with Warranties shall be in substantially the same form as Exhibit C, attached hereto and incorporated herein by this reference.

2.00 OPERATION OF THE PROJECT; FUTURE WATER CONVEYANCES. Developer agrees and covenants as follows:

2.01 Developer shall comply with the Order including, but not limited to installation and maintenance of controlling works and a measuring device as required by Section 73-5-4 of Utah Code.

2.02 Developer shall grant access to District, its successors and assigns, the permanent, non-exclusive right to enter the Project to monitor water usage.

2.03 Upon reaching the below-listed levels of water usage on the Project depicted in Table 2.03, measured on a gallons of water per day basis, Developer shall transfer additional water rights to the District in the below-specified quantities (after all appropriate change applications have been approved by the State of Utah, accounting for factors including, but not limited to, depletion). Water usage shall be metered and measured by Developer and monitored by the District. District shall send notice to the Developer when the additional water rights are due to be transferred to District. Developer shall deed the specified amount of water within thirty (30) days of notice from the District. Alternatively, Developer may purchase from the District the amount of the required acre-feet of water, so long as there are excess water rights held by District for use in its system. Additional acre feet of water shall be purchased by Developer from the District at the current price set forth in the Policies or by Resolution of the District.

TABLE 2.03	
Level of Water Usage Reached - Gallons Per Day (GPD)	Acre Feet to Provide
3,032 GPD	1
3,791 GPD	1
4,549 GPD	1
5,307 GPD	1
6,062 GPD	1
6,823 GPD	0.84

3.00 DEFAULT. In the event that the Developer fails to deed water rights to the District as specified in this contract, the following default provisions shall apply:

3.01 Notice of Default. Upon the District's determination that the Developer has failed to deed water rights in accordance with the terms and conditions of this contract, the District shall provide written notice of default to the Developer. This notice shall include a detailed description of the alleged default and a demand for immediate compliance.

3.02 Cure Period. The Developer shall have a cure period of thirty (30) days from the date of receipt of the notice of default to rectify the failure by deeding the required water rights to the District. The cure period may be extended by mutual written agreement of both parties.

3.03 Failure to Cure. If Developer fails to cure the default, District may impose any penalties specified in Section 01.17.000 of its Policies and Procedures for Retail Water Service (as amended) ("Policies"). Alternatively, at District's sole and absolute discretion, Developer may purchase from the District the amount of the required acre-feet of water, so long as there are excess water rights held by District for use in its system. Additional acre feet of water shall be purchased by Developer from the District at the current price set forth in the Policies or by Resolution of the District.

3.04 Additional Remedies. The District may pursue any other remedies available under applicable law or this contract, including seeking injunctive relief or specific performance to compel the Developer to deed the water rights.

3.05 This default clause is an integral part of this Agreement between the Developer and the District and is intended to protect the interests of the District in the event of a failure by the Developer to deed water rights as required. Both parties acknowledge and agree to abide by the terms and consequences outlined in this default clause.

4.00 DEVELOPER'S REPRESENTATIONS AND WARRANTIES: As a material inducement to District to enter into this Agreement and to consummate the transactions contemplated hereby, Developer hereby makes each of the representations and warranties set forth in this Section 4, which representations and warranties are true and correct as of the date hereof. Developer's representation and warranties shall remain true and accurate through the date of Closing.

4.01 Organization and Standing. Developer has been duly formed and is validly existing and in good standing with requisite power and authority to perform its obligations under this Agreement.

4.02 Authority. Developer has the requisite power and authority to enter into this Agreement and to consummate the transaction contemplated by this Agreement, and this Agreement has been duly executed and delivered by Developer.

4.03 Noncontravention. To Developer's knowledge, this Agreement does not violate or constitute a default under any material agreement to which it is a party, or any statute, rule or regulation applicable to the Developer.

4.04 Ownership of Water Rights. Developer to the best of Developer's knowledge, is the sole and exclusive owner of the Water Rights, free and clear of all liens, encumbrances, security interests, conditions, exceptions, or reservations. The water represented by the Water Rights has been put to beneficial use by Developer (or other legal users) such that the Water Rights are not vulnerable to forfeiture under applicable provisions of Utah law. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Developer.

4.05 No Liens or Encumbrances. Developer has not pledged, permitted any lien or security interest in, or otherwise encumbered any portion of the Water Rights or Developer's interest therein, nor granted any option or right of first refusal or first opportunity to any person or entity to acquire the Water Rights or any interest therein

4.06 Litigation. There is no action, suit, proceeding, or claim affecting the Developer or the Water Rights that would adversely affect Developer's ability to convey free and clear title to the Water Rights or Developer's ownership and enjoyment of the Water Rights from and after the Effective Date, nor, to Developer's knowledge, is any such action, suit, proceeding, or claim being threatened or asserted.

4.07 Validity of Transaction. To Developer's knowledge, no approval, consent, order, or authorization of any third party, is required in connection with the consummation by Developer of the transactions herein described.

4.08 OFAC Compliance. Developer warrants and represents that neither Developer, nor any affiliate of Developer, any partner, member or stockholder in Developer, or any beneficial owner of Developer, or any such partner, member or stockholder of any Developer or any affiliate of any of the foregoing (i) is a Blocked Party; (ii) is owned or controlled by, or is acting, directly or indirectly, for or on behalf of, any Blocked Party; or (iii) has instigated, negotiated, facilitated, executed or otherwise engaged in this Agreement directly or indirectly on behalf of any Blocked Party. Developer shall immediately notify District if any of the foregoing warranties and representations becomes untrue. For purposes of this Agreement, "**Blocked Party**" shall mean any party or nation that (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the U.S. Treasury ("**OFAC**") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) or other similar requirements contained in the rules and regulations of OFAC (the "**Order**") or in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**") or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "**Lists**"); or (b) has been determined by competent authority to be subject to the prohibitions contained in the Orders.

4.09 Survival. The continued accuracy in all material respects of the aforesaid representations and warranties shall survive the recording of the Water Deed.

5.00 MISCELLANEOUS:

5.01 Recitals Incorporated. The recitals to this Agreement are incorporated herein and made a part of this Agreement as if set forth in their entirety herein.

5.02 Time for Performance. Time is of the essence of this Agreement

5.03 Entire Agreement. This Agreement is the entire agreement between District and Developer, and there are no oral or other written agreements or representations directly or indirectly connected with this Agreement.

5.04 Applicable Law. This Agreement shall be construed under the laws of the State Utah, without regard to conflicts of law provisions.

5.05 Counterparts. This Agreement may be executed in any number of identical counterparts, or with multiple signature pages which, when assembled as a single document or, if not so assembled, when taken together shall be deemed to be fully effective and operative as an original document; provided, however, that in making proof of this Agreement, it shall not be necessary for any Party hereto to produce or account for more than one such counterpart.

5.06 Severability. In the event any provision of this Agreement is deemed invalid, illegal or unenforceable, the remainder of the Agreement shall be valid and enforceable.

5.07 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns. The covenants and restrictions of this Agreement shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer and the District, the irrespective legal representative(s), heirs, successors, and assigns.

5.08 Prevailing Party Attorney Fees. If any party files suit to enforce the obligations of another party under this Agreement, the prevailing party shall be entitled to recover the reasonable fees and expenses of its attorneys from the non-prevailing party.

5.09 Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement which are necessary and proper to make effective the provisions of this Agreement.

5.10 Notices: No notice, request, demand, instruction or other document to be given hereunder to any Party shall be effective for any purpose unless delivered, in writing, to all Parties at the appropriate addresses set forth below:

DEVELOPER

Knollwood85, LLC
Attn: Dan Tygard
1163 North Main Street
Hurricane, UT 84737

DISTRICT

Big Plains Water Special Service District
Attn: District Chairman
1777 N. Meadowlark Dr
Apple Valley, UT 84737

5.11 Authorization. Each individual executing this Agreement does hereby represent and warrant to each other so signing that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she signs.

5.12 Construction of Agreement. 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. The parties acknowledge and agree that this Agreement has been negotiated by the parties, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. 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.

5.13 No Damages. In no event shall either 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 either Party for a breach or violation of this Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other 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.

5.14 Memorandum of Agreement. On the Effective Date, Developer and District will enter into and record a short form memorandum of this Agreement, in the form of Exhibit "D" attached hereto or otherwise in proper form for recording. Developer shall be solely responsible for the cost of recording the memorandum.

IN WITNESS THEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

SIGNATURES ON FOLLOWING PAGE

DISTRICT:

**BIG PLAINS WATER SPECIAL
SERVICE DISTRICT**

DEVELOPER:

KNOLLWOOD85, LLC

By: _____

Attest: _____
Clerk

By: _____

Name: Dan Tygard

Title: Manager

EXHIBIT A

WATER RIGHTS

Water Right No.	Application/Claim No:	Quantity (acre feet)	Priority Date
81-5600	A41023a	4.0 acre feet	11/22/1971
	TOTAL:	4.0 acre feet	

EXHIBIT B

LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SLB&M, AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE NO. U-59 WHICH IS SITUATED N. 0°04'57" W. 143.51 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 30, THENCE N. 54°10'15" W. ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE 77.08 FEET TO A STATE ROAD RIGHT-OF-WAY MARKER, THENCE N. 54°09'33" W. ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE 896.61 FEET, THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND RUNNING N. 35°18'34" E. 330.83 FEET, THENCE N. 55°29'54" W. 219.98 FEET, THENCE N. 0°20'08" E. 208.70 FEET TO THE NORTH LINE OF THE SE1/4SE1/4 OF SAID SECTION 30, THENCE N. 89°52'30" E. ALONG THE 1/16 LINE 503.24 FEET, THENCE S. 30°31'36" E. ALONG THE SOUTHWESTERLY LINE OF LOT 78, APPLE VALLEY RANCH SUBDIVISION PHASE 2, 90.14 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 78, THENCE S. 33°08'02" E. 417.33 FEET TO THE EAST LINE OF SAID SECTION 30, THENCE S. 0°04'57" E. ALONG THE SECTION LINE 747.29 FEET TO THE POINT OF BEGINNING.

TOG W/ EASEMENTS (INST. NO. 20210007622)

Parcel No. AV-1334-W

EXHIBIT C
WATER DEED

When Recorded Return to:
Big Plains Water Special Service District
1777 N. Meadowlark Dr.
Apple Valley, UT 84737

WATER DEED (with Warranties)

Knollwood85, LLC, a Utah limited liability company, Grantor, hereby conveys, assigns, and warrants against all who claim by through, or under Grantor to BIG PLAINS WATER SPECIAL SERVICE DISTRICT, a Utah Special Service District, Grantee, for the sum of \$10.00 and other good and valuable consideration, the water rights located in Washington County, Utah, and described on Exhibit A attached hereto and referenced in the Water Rights Addendum to Water Deeds attached hereto as Exhibit B (the “Water Rights”).

The covenants or obligation assumed by Grantor under this Deed are limited to those Representations and Warranties made by Grantor in that certain Water Rights Agreement related to the above-described water right, and executed on the ____ day of _____, 20____, with Grantor as “Developer” and Grantee as “District.”

IN WITNESS WHEREOF, Grantor has signed this deed on this ____ day of _____, 2023.

Knollwood85, LLC

By: _____

Name: _____

Title: _____

STATE OF UTAH)
 :SS
COUNTY OF WASHINGTON)

On the ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, says that he is a Manager of Knollwood85, LLC, the company that executed the above and foregoing instrument and that said instrument was signed in behalf of said company by authority of its articles of organization, operating agreement, or by authority of a resolution of its members, and said _____ acknowledged to me that said company executed the same.

Notary Public

[EXHIBIT A]
To Water Deed – With Warranties

Water Right No.	Application/Claim No:	Quantity (acre feet)	Priority Date
81-5600	A41023a	4.0 acre feet	11/22/1971
	TOTAL:	4.0 acre feet	

[EXHIBIT B]

[INSERT UTAH DIVISION OF WATER RIGHTS FORM WATER RIGHTS ADDENDUM
TO WATER DEEDS]

WATER RIGHTS ADDENDUM TO **WATER DEEDS**

Grantor: _____

Grantee: _____

Water Right No(s): _____

In connection with the foregoing water rights conveyance, Grantor hereby assigns to Grantee all water rights listed which are not yet capable by law of being conveyed by deed (e.g., pending or unapproved water rights) and all applications pertaining to the water rights listed (e.g., all change applications, extension applications, non-use applications, etc.). Grantor also makes the following declarations and disclosures:

SECTION 1 - TYPE OF DEED **Check one box only - Must match language in the deed**

- ☐ The foregoing deed is a warranty deed. (Grantor is making all standard warranties.)
- ☐ The foregoing deed is a special warranty deed. (Grantor is only warranting that Grantor has not previously conveyed title to others, i.e., a warranty of title as to all claiming by or through Grantor.)
- ☐ The foregoing deed is a quit claim deed. (Grantor is making no warranties.)
- ☐ The language in the foregoing deed is controlling as to the type of deed and associated warranties, if any.
(County Recorder should forward a copy of this form to the Utah Division of Water Rights if any box above is checked)

SECTION 2 - APPURTENANT WATER RIGHTS **Check one box only**

- ☐ All of Grantor's water rights approved for use on the following described parcel(s) are being conveyed.

- ☐ In addition to any specifically identified rights, all other water rights owned by Grantor and approved for use on the following described parcel(s) are being conveyed. _____
- ☐ No water rights other than those specifically identified by water right number are being conveyed.

SECTION 3 - WATER RIGHTS CONVEYED IN WHOLE OR IN PART **Check all applicable boxes**

- ☐ 100% of the following water rights described in the deed are being conveyed. Water Right Nos. _____
- ☐ Only the portion indicated of the following water rights described in the deed are being conveyed.
_____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
_____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
_____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
- ☐ The language in the foregoing deed is controlling as to quantity, if any.

SECTION 4 - OTHER DISCLOSURES **Check all applicable boxes**

- ☐ Grantor is endorsing and delivering to Grantee stock certificates for _____ shares of stock in the following water company: _____
- ☐ Other water related disclosures: _____

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor's Signature: _____

Grantee's Acknowledgment of Receipt: _____

Grantee's Mailing Address: _____

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS

EXHIBIT D

MEMORANDUM OF AGREEMENT

When Recorded Please Return To:
Big Plains Water Special Service District
1777 N. Meadowlark Dr.
Apple Valley, UT 84737

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Memorandum”) dated as of October ___, 2023 is entered into by Knollwood85, LLC, a Utah Limited Liability Company (“Developer”) and Big Plains Water Special Service District (“District”) a political subdivision of the State of Utah, organized under the laws of the State of Utah, (“District”). Developer and District are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

A. Developer is the owner of approximately 13.8 acres located at 1350 N. State Street, Apple Valley, UT 84737, known as the Range RV Campground (the “**Project**”), which is more particularly described on Exhibit A, attached hereto, which Project is subject to a development agreement with the Town of Apple Valley, the water service for which is provided by Big Plains;

B. On or about October ___, 2023, District and Developer entered into a Water Rights Agreement (“Agreement”), which specifies the amount of water needed to operate the Project;

C. In order to satisfy future demands for water use by Developer’s customers at the Project, the Parties desire that additional water rights be provided to benefit the Project;

D. The District Engineer, Sunrise Engineering, Inc., has calculated the required acre feet of water to support the Developer’s Project in the amount of 9.84 acre feet;

E. District and Developer desire to execute this Memorandum to provide constructive notice of the covenants under the Agreement to all third parties.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Agreement Terms. The terms of the Agreement are hereby incorporated in this Memorandum by reference.

2. Future Water Conveyance. Upon reaching the below-listed levels of water usage on the Project depicted in Table 2.03, measured on a gallons of water per day basis, Developer shall transfer additional water rights to the District in the below-specified quantities (after all appropriate change applications have been approved by the State of Utah, accounting for factors including, but not limited to, depletion). Water usage shall be metered and measured by Developer and monitored by the District. District shall send notice to the Developer when the additional water rights are due to be transferred to District. Developer shall deed the specified

amount of water within thirty (30) days of notice from the District. Alternatively, Developer may purchase from the District the amount of the required acre-feet of water, so long as there are excess water rights held by District for use in its system. Additional acre feet of water shall be purchased by Developer from the District at the current price set forth in the Policies or by Resolution of the District.

TABLE 2.03	
Level of Water Usage Reached - Gallons Per Day (GPD)	Acre Feet to Provide
3,032 GPD	1
3,791 GPD	1
4,549 GPD	1
5,307 GPD	1
6,062 GPD	1
6,823 GPD	0.84

3. Successors and Assigns. This Memorandum and the Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Agreement on assignment. The covenants and restrictions of the Agreement shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer and the District, the irrespective legal representative(s), heirs, successors, and assigns.

4. Governing Law. This Memorandum and the Agreement are governed by Utah law.

DISTRICT:

DEVELOPER:

**BIG PLAINS WATER SPECIAL
SERVICE DISTRICT**

KNOLLWOOD85, LLC

By: _____
Name:
Title:

By: _____
Name: Dan Tygard
Title: Manager

ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On October ___, 2023, before me personally appeared, Dan Tygard, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(Seal)

ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On October ___, 2023, before me personally appeared, Barratt Nielson, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT A
LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SLB&M, AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE NO. U-59 WHICH IS SITUATED N. 0°04'57" W. 143.51 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 30, THENCE N. 54°10'15" W. ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE 77.08 FEET TO A STATE ROAD RIGHT-OF-WAY MARKER, THENCE N. 54°09'33" W. ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE 896.61 FEET, THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND RUNNING N. 35°18'34" E. 330.83 FEET, THENCE N. 55°29'54" W. 219.98 FEET, THENCE N. 0°20'08" E. 208.70 FEET TO THE NORTH LINE OF THE SE1/4SE1/4 OF SAID SECTION 30, THENCE N. 89°52'30" E. ALONG THE 1/16 LINE 503.24 FEET, THENCE S. 30°31'36" E. ALONG THE SOUTHWESTERLY LINE OF LOT 78, APPLE VALLEY RANCH SUBDIVISION PHASE 2, 90.14 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 78, THENCE S. 33°08'02" E. 417.33 FEET TO THE EAST LINE OF SAID SECTION 30, THENCE S. 0°04'57" E. ALONG THE SECTION LINE 747.29 FEET TO THE POINT OF BEGINNING.

TOG W/ EASEMENTS (INST. NO. 20210007622)

Parcel No. AV-1334-W