



The Regular Meeting of the Brian Head Town Council
Brian Head Town Hall – Council Chambers
56 North Highway 143 – Brian Head, UT 84719
[www.Zoom.us \(Click Here\)](https://www.Zoom.us)

Via Zoom Meeting ID# 898 1727 3822

TUESDAY, NOVEMBER 14, 2023 @ 3:00 PM

AGENDA

- A. CALL TO ORDER
- B. PLEDGE ALLEGIANCE
- C. DISCLOSURES
- D. APPROVAL OF THE MINUTES: October 24, 2023 Town Council meeting
- E. REPORTS / PUBLIC INPUT ON NON-AGENDA ITEMS. Public input is limited to three (3) minutes on non-agenda items.
- F. AGENDA ITEMS:
 - 1. ASPEN MEADOWS DEVELOPMENT AGREEMENT ADOPTION. Bret Howser, Town Manager. The Council will consider adopting the Aspen Meadows Development Agreement.
 - 2. A RESOLUTION TO CREATE OR DESIGNATE SPECIAL TAX ASSESSMENT AREA NO. 2023-01 (SNOWSHOE, TOBOGGAN) OF THE TOWN OF BRIAN HEAD, UTAH, DESCRIBED IN THE NOTICE OF INTENT CONCERNING THE SPECIAL TAX ASSESSMENT AREA AND AUTHORIZING THE TOWN OFFICIALS TO PROCEED TO MAKE IMPROVEMENTS AS SET FORTH IN THE NOTICE OF INTENT, AS AMENDED HEREIN, AND RELATED MATTERS. Shane Williamson, Town Treasurer. The Council will consider a resolution creating the Snowshoe/Toboggan SAA.
 - 3. SNOWSHOE TOBOGGAN SEWERLINE FUNDING DISCUSSION / DIRECTION. Aldo Biasi, Public Works Director. The Council will give direction on potential debt financing for the proposed Snowshoe/Toboggan sewer line.
 - 4. 2023-24 SHUTTLE CONTRACT APPROVAL. Nancy Leigh, Town Clerk. The Council will give their approval for the 2023-24 shuttle contract.
 - 5. FUTURE AGENDA ITEMS. The Council will discuss potential items for future agendas.

- 6:00 p.m. 6. GENERAL OBLIGATION BOND FOR CORE BEAUTIFICATION ARGUMENTS FOR AND AGAINST THE BOND. The Council will read the arguments submitted and receive any public comments on the Core Beautification GO Bond. The Public is invited to give input.

G. ADJOURNMENT

Date: November 9, 2023

Available to Board Members as per Ordinance No. 11-003 authorizes public bodies, including the Town, to establish written procedures governing the calling and holding of electronic meetings at which one or more members of the public board may participate by means of electronic communications. In compliance with the Americans with Disabilities Act, persons needing auxiliary communications aids and services for this meeting should call Brian Head Town Hall @ (435) 677-2029 at least three days in advance of the meeting.

CERTIFICATE OF POSTING

I hereby certify that I have posted copies of this agenda in three conspicuous locations; the Post Office, The Mall, and the Brian Head Town Hall and have posted copies on the Utah Meeting Notice Website and the Brian Head Town website and have caused a copy of this notice to be delivered to the Daily Spectrum, a newspaper of general circulation.

Nancy Leigh, Town Clerk



Brian Head Town Council Update

November 1, 2023

BRIAN HEAD MARSHALS OFFICE:

We are wrapping up the summer season and moving into our winter activities. We have been quite busy with STR Inspections as well as inspections on our patrol vehicles and personal equipment.

This past month we have been hit pretty hard with Nightly Rental Inspections as many are needing to re-up their business licenses. It comes at a good time of year as things are slowing down around town.

We just completed our QRU (Quick Response Unit) inspections with the State EMS. This is an annual inspection on our trucks as well as the medical equipment and supplies we carry and provide. Everybody is dialed in and we are ready for another busy winter ski season.

Our trucks also went through our annual radar inspection and certification. Each year an outside contractor comes and tests our radar units. This helps us in court cases showing that our radars are up to date and accurate on the speeds we are citing people for.

Deputies Jon Bettridge, Caylor Mathews and Aaron Dunlap recently took their written as well as their practical Firefighter I test. We are waiting on the results of the written tests. But they did a great job on the practical tests. These tests are administered through the Utah Fire and Rescue Academy and are accredited through the International Fire Academy. It's a very impressive process that these firefighters/deputies go through, and we are very proud of them for their hard work and dedication. Our goal is to have their Firefighter II wrapped up around the first part of 2024.

BRIAN HEAD FIRE DEPARTMENT:

Nick Giffin has done a great job working alongside of Deputy Abbott in cleaning up dead trees along SR 143. They have gone back through the town trail from Aspen

Drive to Fir Street and taken out a lot of the dead and downed fuels. They have also done a bunch of burning up on the "Archery Range". Nick has done a great job with keeping the equipment in top shape at the firehouse. We wish we could have got him out on more fires this summer. His last day is November 10th. We will see what we can do to get a seasonal crew hired next spring. Hopefully Nick will be available, and we can find a crew member to work alongside him.

We have responded to Parowan twice this past month to back them up on a couple of structure fires. It is that time of year when we should be checking our flews and getting them clean. Also, replace the batteries in your smoke detectors and CO detectors.



















BRIAN HEAD

PUBLIC WORKS DEPARTMENT UPDATE

November 14, 2023

What a great extension to the construction season. Public Works has taken advantage and kept their heads down pushing forward to complete the projects assigned to us. Public Works held a construction walk-through for next year's project with three contractors showing up for the meeting. Engineering work continues on these projects with operators verifying in the field what is needed on the plans. As busy as this construction season was, next year is going to be even busier with the infrastructure projects that are happening. Public Works looks forward to completing these projects for the Town and to continuing improving the Town's infrastructure. Public Works is transitioning into snow removal, but we will also continue to work on the projects that are assigned to us that can be accomplished inside and planning for next year. The following are updates on the projects that we have been working on.

STREETS

- Road work continues as on Copper lane with crews removing trees to widen the right-of-way down those roads in that area. The last of the trees have been hauled off and crews will begin work on the roadway and drainage as weather permits.
- Operators have continued to haul up material to be placed on roads.
- Salt has been ordered and delivered to the Parowan UDOT shed and will be hauled up as needed.
- An asphalt repair project on the upper sections of Steam Engine Drive has been completed.
- The road base has been placed on Autumn Drive.
- The culvert has been installed on the cul-de-sac on Autumn Drive completing the Town's work on the Steam Engine Phase 1C SAA.
- The edges of Steam Engine Drive and Gurr Well Road have been backfilled.
- Nordic Court, Old Mill, Irish Trail, Look Out Circle, and portions of Shady Dell Roads have all had road base placed on them.
- Road grading continues as needed.
- Several streets signs have been replaced along the village core and upper areas of Steam Engine Drive. Operators will continue to replace as needed.
- Asphalt patch work has been completed on areas of Hunter Ridge, Circle Drive, Trails at Navajo Phase 2B and Ridge View Street.

WATER

- Repair of the meter reading system continues with new MXU's being installed as they are arriving from back order.
- Power and fiber conduct have been completed by Public Works operators on Hidden Lake and Trail Road and Rocky Mountain Power has begun their switch over to underground power.
- Engineering has begun on the Water Infrastructure Project.
- Staff received an additional grant from the Division of Drinking Water for putting together the requirements for the Lead and Copper Program from the new rules that were approved by the State. Staff looks forward to starting this project.
- Power installation at the half million gallon is complete.
- Water leaks on Ridge View Street and Sierra Court have been repaired as they were discovered.
- A new meter has been installed at Mammoth tank pump house.
- A new meter barrel has been installed for service on Pinehurst as the old one was discovered leaking.
- A fire hydrant was removed, and another installed at the end of Park-U-Pine.
- Four water valves that were buried under asphalt were located and raised.
- Hydrants extension kits have been installed along the SAA's by Public Works Operators.

SEWER

- The Parowan Canyon Sewer Line Project is now completed.
- Staff is working to identify sewer infiltration issues as time permits.
- Annual sewer cleaning has been completed.
- Staff received funding from the Division of Water Quality on the potential sewer project for Snowshoe Toboggan following the water line project. Staff is bringing this to the Council for directions on how to proceed forward.

SOLID WASTE

- Public Work Operators have added an additional trash run on Wednesdays to accommodate for the additional visitation to the Town.
- Six new dumpsters were delivered, and Public Works operators are painting them and trading old dumpsters out.

PARKS & TRAILS

- Phase 3 of the paved trail has been completed.

- Finish Landscaping work continues at the Manzanita Trail restroom site with the completion of the rock retaining wall around the parking lot.
- Signs leading to the Manzanita Trail head have been installed.
- Ice warning signs have been installed around the pond.
- Christmas Lights are being installed.
- Riprap has been installed around the edges of the Chair 1 parking lot.
- Cement prep work and finish landscaping work has been completed at the sites for the informational kiosks.
- Operators finished the welding work on the informational kiosks that was needed and have installed them at Georg's, Giant Steps, Brianhead Sports and Navaho Lodge.

EQUIPMENT

- Repairs to equipment continue as needed.
- The new Skid Loader Plow has arrived.
- The new broom for the loader arrived.
- A new loader plow arrived in Cedar and is almost ready for pick up.

IN-HOUSE PROJECTS

Public Works will continue to work on in-house projects and maintain buildings and equipment as needed. If you have any questions or concerns, please do not hesitate to call.



AUTHOR: Bret Howser
DEPARTMENT: Administration
DATE: September 26, 2023
TYPE OF ITEM: Legislative Action

SUMMARY:

The Town Council will review the most recent draft of a proposed Development & Annexation Agreement from Gardner Plumb, LLC.

BACKGROUND:

Gardner Plumb LLC owns 1,700+ acres to the northeast of Brian Head Town which is currently unincorporated. While they have a development agreement in place with Iron County that addresses a previously conceived golf-centric development (Alpine Creek) that was agreed to by a prior owner of the property, Gardner Plumb wishes to establish a new development agreement with Brian Head Town and annex into the Town. The Town has not received an official annexation petition from Gardner Plumb at this point, but staff has been working with the developer on a draft of an Annexation & Development Agreement which would set the terms for an annexation and entitle the developer to certain density and rights under the development agreement and under the Town's Land Management Code which is in place at the time of the development agreement.

In the winter of 2021-22, Gardner Plumb and Mountain Capital Partners held an open house in which they laid out some preliminary plans, largely focused on ski resort and terrain expansion. Mr. Flint Decker, President of Aspen Meadows Development, has presented preliminary design and development concepts to the Town Council before, including at the Strategic Planning Retreat in January 2022. Staff received a draft of the Annexation & Development Agreement in October 2022, and the Town Council gave preliminary feedback on the draft at a Council Meeting in December 2022.

Staff received an official application for development agreement from Gardner Plumb LLC on Dec 29, 2022. Pursuant to §9-11-5 of the Town Code, a public hearing was advertised for and held on January 17, 2023 at the regularly scheduled Planning Commission meeting as well as February 14, 2023 at the regularly scheduled Town Council meeting. The item was tabled at both meetings pending engineering review.

Town Council picked the item back up for discussion on June 27, 2023, after the Town Engineer submitted its comments, and reviewed an updated draft of the proposed agreement. The Council discussed issues with water infrastructure, sewer infrastructure, fire station, affordable housing and open space.

After further negotiations on these points between the developer and staff in July and August, the Town Council resumed deliberation on the draft agreement on September 26, 2023. Council comments during that meeting focused on the following aspects of the agreement:

- The level of financial Council was willing to assume with this agreement
- Fire Station: Total cost (including an inflationary adjustment) and timing of construction
- Sewer Treatment: The developer wished to revert back to language directly addressing future sewer treatment improvements, rather than having the Town assume full responsibility for sewer treatment in return for the construction of a Public Works facility. Council discussed 2-3 “scenarios” where some portion of the project is assessed up-front for future sewer treatment, and tight legal language ensures that future development will cover its proportionate share of sewer treatment capacity expansion.

ANALYSIS:

Since September, staff has continued negotiating with the developer on outstanding issues identified during the last Council review. Eric Johnson, the Town Attorney, negotiated several adjustments to the language that sought to “clean up” potentially repetitive or unclear points that tend to crop up over time as a document like this evolves. Also, Matt Jense, the Town’s water attorney, had the opportunity to review the annexation agreement and suggested a handful of clarifications which have been incorporated.

Points which have received significant attention and alteration include:

- Water Holding Agreement
- Water demand calculations
- Fire Station
- Sewer Treatment

Water Holding Agreement & Demand Calculations

As requested by Council, the Town’s water attorney – Matt Jensen of Parr, Brown, Gee & Loveless – reviewed the draft Annexation Agreement, the proposed Water Holding Agreement, and the water demand calculations.

Mr. Jensen was able to bring a wealth of knowledge and experience to our discussion on water rights demand. Previous versions of the water demand calculation (Exhibit H) calculated average demand per equivalent residential connection (ERC) based on data from Tooele and Herriman Utah. The assumed average demand for future development in Aspen Meadows was assumed to be half of the peak demand observed in Tooele and Herriman (or 0.137 acre ft per ERC per year). This resulted in approximately 206 acre feet of total demand for the 1467 density units that are the subject of the agreement. Following conversations with Mr. Jensen and staff, the applicant has since agreed to start with an average usage number of 0.25 acre feet per ERC (a total of approximately 308 acre feet), and include in the Holding Agreement a process for “true-ing up” once we have actual observed data in the future. That true-up may increase or decreased the total number of water rights which must be dedicated to the Town, and is based on the 90th percentile of usage – a figure the State Engineer uses when cities argue for a sizing requirement smaller than the 0.45 acre ft per ERC that is in state statute.

Our first review of the Holding Agreement produced enough concerns that Mr. Jensen, who has vast experience with such agreements, was asked to draft an agreement that he felt met the aims of both the developer and the Town. He did so, and the developer’s attorney recommended a few edits, and the Holding Agreement today presented to Council is supported by both the developer

and staff. Essentially, this agreement transfers all the water rights to the Town, which the Town then credits back to the developer as plats are approved. The developer must complete any change applications and mitigation obligations prior to claiming credit on the water rights, and the agreement accounts for any haircuts that might take place during the change application process. The developer may claw back any unused water rights at the completion of the project.

Fire Station

The draft of this agreement that Council saw in September included \$1.8 million for a fire station, to be paid to the Town once 150 density units were platted. That was based on a preliminary cost estimate, and no inflationary adjustment was included.

Since then the developer's engineer (Ensign Engineering) revised their cost estimates to about \$2.5 million, and the Town's engineer (Alpha Engineering) reviewed those and suggested a cost estimate closer to \$3.5 million (see calculations inset).

Ensign			
Fire Station	4900	\$250	\$1,225,000
Shell	7778	\$120	\$933,000
Design Fees		10%	\$216,000
Contingency		5%	\$119,000
Materials Sampling &Hanc		1%	\$25,000

Total: \$2,518,000

The current proposal from the developer is \$2.7 million for the fire station, with an inflationary adjustment, and 175 units to trigger it. The developer also notes that in addition to cash for construction they're pledging in this agreement, they have also donated land for a Public Works facility and for a potential city center expansion next to Town Hall. In their view, these additional donations have value that more than make up for the cost estimate differences between Alpha and Ensign Engineering.

Alpha			
Fire Station	4900	\$300	\$1,470,000
Shell	7778	\$150	\$1,167,000
Design Fees		10%	\$264,000
Contingency		20%	\$580,000
Materials Sampling &Hanc		1%	\$35,000

Total: \$3,516,000

Sewer Treatment

Developer and staff basically scrapped the language that was presented to Council in September with regard to Sewer Treatment. Eric Johnson, the Town Attorney, was asked to draft language that aimed at the goals Council discussed at the meeting in September. The developer then added and adjusted some of that language, and the result is what the Council sees in the current draft. This would allow the developer to move forward with 300 density units, paying \$3,500 per unit as a sort "rental" of any excess treatment capacity the Town currently has (which remains unknown at this point). These 300 units are not guaranteed in the event the Town discovers it does not in fact have sufficient excess capacity to give. Then there is legal language which assures that the developer and Town will each participate proportionately in a future treatment capacity expansion project.

Staff and the Town Attorney are satisfied with this language given the unknowns that persist with regard to the ultimate solution for sewer treatment for Brian Head Town. We believe that the Developer intends to move forward in good faith on this issue, and we recommend that the Town do likewise.

FINANCIAL IMPLICATIONS:

This development may be the single most significant advent for Brian Head Town since the incorporation of the Town itself. It could propel Brian Head from being a 250,000 skier day town to a 500,000 skier day town.

The Agreement calls for a financial analysis to be completed by the developer prior to finalization of annexation. Staff will comment more on the financial implications once we've been able to review this analysis.

BOARD/COMMISSION RECOMMENDATION:

Planning Commission tabled the item pending Engineering review and recommendations. They picked the item back up on February 21, and gave input on the proposed "Mountain Zoning". The input was as follows:

- Height exceptions for lower village should be by development agreement, not by CUP/variance
- ROS outbuildings may exceed 1500 square feet "by development agreement"
- Planning Commission was fine with the remaining mountain zoning stipulations

STAFF RECOMMENDATION:

Staff gives a positive recommendation of the agreement as presented. We seek final input from the Council prior to returning to the Planning Commission to finalize the process of adoption.

PROPOSED MOTION:

I move to direct staff to obtain an official recommendation from the Planning Commission on the Aspen Meadows Annexation & Development Agreement, and return to Council on December 12th for adoption.

ATTACHMENTS:

- A - Staff summary of proposed agreement
- B - Development Agreement Draft of 11-9-2023
- C - Water Holding Agreement Draft of 11-9-2023

Aspen Meadows Development Agreement Summary

- i. Recitals
 - a. Statement that Developer owns certain land they wish to develop
 - b. Identifies portion of the development (Aspen Meadows Southeast) and carves it out of the agreement because it's already in Town limits, except that it may be included in Mountain Zoning
 - c. Identifies portion of the development (The Bridges) and carves it out of the agreement because it's already in Town limits, except that it may be included in Mountain Zoning
 - d. Statement that the developer intends to record plats and associated declarations (CC&Rs)
 - e. Statement that the Town intends to annex the development, and that the annexation is conditioned upon this development agreement
 - f. Statement that the developer intends to (and has discretion to) phase the development
 - g. Statement that both parties desire infrastructure and public improvements in the development
 - h. Statement that the Town has made a determination to enter into this agreement consistent with state statute and town ordinances
 - i. Acknowledgement that the agreement will result in planning and economic benefits to the Town
 - j. Acknowledgement that the agreement will result in planning and economic benefits to the Developer
- 1) Definitions
- 2) Annexation
 - a. Developer will petition for annexation
 - b. Town will annex the property under "Mountain Zoning"
- 3) Phased Development
 - a. Developer has full discretion over phasing of the development
 - b. Once a plat is approved with certain phasing, those phases are set
 - c. Total density is set and is an entitled development right
- 4) Vested Rights
 - a. Density Units and Mountain Zoning will be considered "vested rights"
 - b. Town maintains police powers and legislative/administrative land use authority so long as it doesn't restrict vested rights
- 5) Compliance with Town Standards
 - a. Development will comply with all Town laws and construction standards
- 6) Time for Project Completion
 - a. Developer has discretion for timing of the project
- 7) Roads
 - a. Aspen Meadows Dr will be dedicated to Town, built in phases, gated road with public and private access
 - b. 24/7 access to Public Works and Public Safety
 - c. Will be built to Town standards, with additional year of warranty for settling

- d. During first 5 years, portions of Aspen Meadows Dr may be chip seal only, with completion bond to ensure brought up to standard at end of period.
- e. Developer will construct roads initially, Town will maintain public dedicated roads
- f. Developer will provide snow removal on private roads
- g. Developer will provide snow storage in the road ROW
- h. Developer will purchase initial street signage, Town will maintain/replace
- i. Developer will install and maintain gates ongoing
- j. Developer will install initial storm drainage, Town will maintain/replace

8) Utilities

- a. Developer will construct and dedicate utilities to Town standards, and Town will operate and maintain utilities that it owns.
- b. Water
 - i. Developer will construct water source/storage/distribution infrastructure necessary to serve the development, in accordance with water demands calculated in Exhibit H.
 - ii. Transfer of water rights will be according to separate Water Holding Agreement
 - iii. Vested rights dependent on dedicating water rights and building water infrastructure
- c. Sewer
 - i. Developer will build all necessary collection and conveyance infrastructure, which may include pressurized sewer, and Developer/Town will proportionately share costs of trunk line upsizing.
 - ii. Developer will cover their proportionate share of a future project for sewer treatment capacity.
 - iii. Developer may plat up to 300 units prior to expanding sewer capacity, with a charge of \$3,500 per unit
 - iv. Town will work to develop a sewer treatment expansion project, and may implement a Special Assessment Area to cover costs of the remaining units
- d. Utility Easements
 - i. Developer will provide necessary easements at no cost to the Town
- e. Gas & Power
 - i. Developer will construct gas and power infrastructure, and private utilities will operate and maintain

9) Sale of Planning Areas

- a. Developer can sell whole neighborhoods (or portions of the development)

10) Easements

- a. Trails: Developer will construct and dedicate "Aspen Meadows Loop", Town will maintain
- b. Developer will provide any necessary easements and rights of way

11) Density and Clustering

- a. Developer can move the density around in the project and cluster at their discretion

12) Open Space

- a. Developer will donate to Town no less than 10 acres of land for use as a park
 - i. Or, Town and Developer may agree that Developer providing access to Town owned land to use as a park may satisfy some or all of this requirement

13) Land Uses; Restrictions

- a. Various potential uses in the development are listed
- b. Snowmobiles are prohibited
- c. OHVs allowed on roads and specified trails, but HOA may restrict them

14) Development and Design Envelopes

- a. Building will only be allowed within specified design envelopes

15) Locally Sourced Materials

- a. Town will allow on-site stone crushing and concrete batch plants during construction

16) Notice of Zoning Actions

- a. Town will use best efforts to notify Developer of land management code changes 180 days in advance

17) Signage

- a. Development will be allowed decorative project-themed signage on private roads in the development.

18) Regulatory Matters

- a. Any requirements not addressed in this agreement will fall under whatever the Town Code is when plat application is made
- b. Town won't charge an impact fee for infrastructure that the developer provides under this agreement

19) Lot Setbacks

- a. Developer reserves right to require a more stringent setback than the Town

20) Lighting

- a. Lighting will be according to Town Code, or more strictly held to International Dark Sky Association standards

21) Additional Developer Obligations

- a. Developer will install trash receptacles and fire hydrants, fiber optic lines, and shuttle stops
- b. Common spaces will be designated on plats
- c. Developer will provide a financial analysis
- d. Developer will provide 5 acres of land for affordable housing, and build 15 affordable units (1% of allowed density) by the time 80% of density is developed
- e. 1 acre donated next to Town Hall
- f. 2.5 acres donated for a church
- g. 5 acres donated for public works building
- h. 3 acres donated for fire station
- i. Donate \$2.7M for fire station/medical clinic to be built once 200 units are platted
- j. Town may approve Public Improvement District (PID) if the Developer requests it

22-38) Legal Mumbo Jumbo

- a. Agreement runs with the land for 30 years
- b. Developer will pay Town's expenses related to this agreement

RECORDING REQUESTED BY

AND WHEN RECORDED RETURN TO:

Mark B. Durrant
Dorsey & Whitney LLP
111 South Main Street, Suite 2100
Salt Lake City, UT 84111

G & P Ranch, LLC
201 S Main Street, STE 2000
Salt Lake City, Utah 84111
Attn: Walter J. Plumb III

Plumb Investment LC
201 S Main Street, STE 2000
Salt Lake City, Utah 84111
Walter J. Plumb III

Aspen Meadows
PO Box 190249
Brian Head, Utah 84719-0249
Attention: A. Flint Decker

Town of Brian Head
Town Manager
56 N. Highway 143
Brian Head, Utah 84719

Eric Todd Johnson
Johnson, Patterson & Yellowhorse
P.O. Box 831
Pleasant Grove, UT 84062

(Above space for recorder's use only)

ASPEN MEADOWS
ANNEXATION AND DEVELOPMENT AGREEMENT
between
The Town of Brian Head
and
G & P Ranch, LLC & Plumb Investment LC

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2023, by and between The Town of Brian Head, a municipal corporation and political subdivision of the State of Utah (“Town”), and G & P Ranch, LLC, a Utah limited liability company, and Plumb Investment LC, a Utah limited liability company and their assigns, collectively referred to as (“Developer”) and Developer and Town collectively referred to as the (“Parties”) for the land to be included in what is known as Aspen Meadows to be referred to as the (“Property”), the Property subject to the terms and conditions of this agreement to be referred to as the (“Development”).

WHEREAS, Developer owns and controls approximately 1,910.76 acres of real property located in Iron County, Utah (“Developer Property” or “Property”), legally described in Exhibit A, which is depicted on the Aspen Meadows Conceptual Master Plan (defined below) and the maps and site plans attached hereto as Exhibit B (“Plats”). Developer desires to design and develop, in phases, the Property in the future as a planned mountain resort community known as Aspen Meadows – A Planned Master Community (Aspen Meadows), including residential, commercial, recreational, resort and other areas of uses, including, but not be limited to, several residential neighborhoods, condominiums, townhouses, planned unit developments, commercial developments, light industrial developments, recreational areas which may include, without obligation, ski trails, ski ways, ski lifts, open spaces, outfitters cabins, horse stables, swimming pools, sport courts, clubhouses and other social, commercial, civic, cultural buildings, in addition to various public support facilities and/or resort maintenance and operation facilities; and

WHEREAS, a portion of the Development known as Aspen Meadows Southeast Neighborhood (the “Southeast Neighborhood”), within Town limits, consisting of approximately 160 acres, created pursuant to that certain Community Declaration dated May 4, 2022 and that certain subdivision plat, as amended, for “Aspen Meadows Southeast Neighborhood” duly recorded, is already located within the Town limits and will not be subject to annexation but shall otherwise be subject to this Agreement. Consistent with the Aspen Meadows Conceptual Master Plan, which has been attached hereto as Exhibit C (the “Aspen Meadows Conceptual Master Plan”) the Southeast Neighborhood may be incorporated, included, or otherwise combined with the Development, in portions or in entirety, at Developer’s sole discretion into the larger planned mountain resort community of the present Development under this Agreement, including the Mountain Zoning designation addressed herein, provided, however that in the event Developer intends to extend the Mountain Zoning contemplated hereby for the Development to the existing Southeast Neighborhood, Developer shall be required to go through the existing Town formal rezoning process in order to do so and otherwise in accordance with the requirements of this Agreement. Developer will retain and count all sixty-seven (67) approved pre-existing residential-zoning density units, as per Town Zoning Map, Low Density Residential, and Town Land Management Code, 9-7-1, R-1 Single-Family Residential density units. Such 67 pre-approved density units shall be deemed separate and in addition to the total number of Density Units referenced in Section 1.4 of this Agreement. Except for being included in the general Development and the possible rezone to the Mountain Zoning, Developer acknowledges and agrees that the Southeast Neighborhood shall not be granted any rights under this Agreement

unless expressly provided herein and shall not be included in any calculations of density, water, sewer or otherwise as set forth in this Agreement; and

WHEREAS, a portion of the Development known as Aspen Meadows Bridges Neighborhood (the “Greater Bridges Neighborhood”), within Town limits, consisting of approximately 72.56 acres, made up of four (4) separate parcels, is already located within the Town limits and will not be subject to annexation but shall otherwise be subject to this Agreement. Consistent with the Aspen Meadows Conceptual Master Plan, which has been attached hereto as Exhibit C (the “Aspen Meadows Conceptual Master Plan”) the Greater Bridges Neighborhood may be incorporated, included, or otherwise combined with the Development, in portions or in entirety, at Developer’s sole discretion into the larger planned mountain resort community of the present Development under this Agreement, including the Mountain Zoning designation addressed herein, provided, however that in the event Developer intends to extend the Mountain Zoning contemplated hereby for the Development to the existing Greater Bridges Neighborhood, Developer shall be required to go through the existing Town formal rezoning process in order to do so and otherwise in accordance with the requirements of this Agreement. Developer will retain and count all pre-existing residential-zoning density units and rights allowed, as per Town Zoning Map, High Density Residential, and Town Land Management Code, 9-7-3 R-3 Multi-Family Residential density units. Such pre-approved density units shall be deemed separate, and in addition to the total Density Units referenced in Section 1.4 of this Agreement. Except for being included in the general Development and the possible rezone to the Mountain Zoning, Developer acknowledges and agrees that the Greater Bridges Neighborhood shall not be granted any rights under this Agreement unless expressly provided herein and shall not be included in any calculations of density, water, sewer or otherwise as set forth in this Agreement; and

WHEREAS, as part of the various phases of development of the Property, Developer intends, but shall not incur any obligations until such actions are affirmatively taken, to record various plats; to dedicate portions of the Property to the public for either, roadways, utilities, drainage, flood control, public works, and/or general public use; and to record various “Neighborhood Declarations” and/or “Supplemental Declarations” covering portions of the Property, which Neighborhood Declarations and/or Supplemental Declarations will designate the purposes for which such portions of the Property may be used and may set forth additional covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements applicable to such portions of the Property. The parties acknowledge and agree that under no circumstances shall Town have any enforcement obligations under the Neighborhood or Supplemental Declarations; and

WHEREAS, Town, subject to its standard annexation processes and approvals, intends to annex all or any portion of land in the Development, that is not already in Town, into Town, and both Town and Developer have made such annexation conditioned upon entry into this Development Agreement; and

WHEREAS, Developer intends to phase the development of the Project into multiple phases, including phasing of Developer’s construction of Aspen Meadows Drive (Burt’s Road to Nowhere), and Developer shall have the flexibility and sole discretion to amend the number of

phases, the size of each phase, and, consistent with Town standards and approvals, the improvements to be included in each phase; and

WHEREAS, the Parties desire numerous infrastructure and public amenity improvements including, but not limited to, open spaces, public trail access, private trail easements, ski run, ski way, ski lift easements, and other uses common to a larger planned mountain resort community and gated neighborhoods, within phases of the Development; and

WHEREAS, the Town, acting pursuant to its authority under Utah Code Section 10-9a 101, et seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies, has made certain determinations with respect to Aspen Meadows, and, in the exercise of its legislative discretion, has elected to approve this Agreement, provided, however, that Town makes no representation that the above referenced statutes are satisfied in full by entering into this Agreement; and

WHEREAS, the parties acknowledge that this Agreement between Developer and Town will result in planning and economic benefits to the Town and its residents by increasing revenues to the Town based on improvements to be constructed on the Property; and

WHEREAS, the parties acknowledge that this Agreement between Developer and Town will also result in planning and economic benefits to the Developer by providing assurances to Developer that it will have the ability to develop the Property in accordance with agreed terms and conditions within this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, **Town and Developer mutually agree, covenant and promise, as follows:**

1. DEFINITIONS.

1.1. **Association.** "Association" means and refers collectively to the "Master Association" organized pursuant to the Master Declaration and any "Sub-Associations" organized pursuant to any Neighborhood or Supplemental Declarations. Associations of the private owners of lots and parcels in the Project which will have, after the period of Developer administrative control, certain responsibilities including but not limited to: preserving and maintaining common areas, facilities, and amenities which are retained and developed for the common use and benefit of all the owners, including commonly owned streetscapes; the development and enforcement of architectural and landscaping design guidelines for individual homesite lots and development parcels in the Project; developing and enforcing rules and regulations for the continuing operation of the various gated neighborhoods within the Project; and collecting regular and special assessments, transfer fees, fines, and penalties from the owners in the Project. Each Association shall be created by the Developer as a non-profit corporation organized under the laws of the State of Utah. It is anticipated that there will be one Master Association, and various other Sub-Associations created with respect to the future Phases of the Project or where the Project is incorporated or combined with other developments. The

Association(s) shall (1) acquire, construct, operate, own, manage, lease, and/or maintain a variety of community areas and other areas within the Property, perform and provide certain services and functions including, without limitation or obligation, resort-based activities and facilities, club membership-based activities and facilities, contracting for maintaining certain public, ski trails, ski ways, ski lift thoroughways and providing security measures for portions of Aspen Meadows; (2) be responsible for maintenance and repair of common nonpublic improvements upon property in the Project owned or controlled by the Association(s) in addition to annual, usual and special assessments for maintenance of common nonpublic improvements in the Project; (3) the Association(s) shall levy such assessments as may be necessary from time to time to repair, restore or replace landscaping, or other common nonpublic improvements, when necessitated by the installation, maintenance, repair, or replacement of public water, sewer, power, natural gas, and drainage infrastructure; (4) upon the transfer of any lot, homesite, building site, parcel or other division of the Property, levy, collect and disburse any transfer assessment imposed under the applicable declarations; and (5) as the agent or representative of the members of the Master Association and residents of the Aspen Meadows planned community, administer and enforce all provisions hereof and enforce use and other restrictions imposed on various parts of the Property.

1.2. **Workforce/Affordable Housing.** “Workforce/Affordable Housing” means affordable, employee or workforce housing for employees working in The Town of Brian Head. Types of housing may include, congregate housing facilities with additional lobby, facilities such as storage, laundry, workout room, etc. provided, or single-family, townhome or condominium envisioned complexes with restricted deed portions or units of one bedroom, one bath units with kitchen and living areas, or two bedroom, one and three quarters bathrooms with kitchen and living areas, meeting HUD standards, as an example, and available at a reasonable market rental rate. Deed restrictions and Unit sizes shall be consistent with requirements set forth in the Town Code in effect as of the time this Agreement is executed.

1.3. **Conceptual Master Plan.** “Conceptual Master Plan” means Developer’s overall concise development plan for its own benefit and the mutual benefit of all future owners, residents, occupants, businesses, other holders of an interest in the Property, or any part thereof, and the community as to certain mutually beneficial covenants, restrictions, and obligations with respect to the proper development, use, stewardship and maintenance of the Property. Developer further desires and intends that all persons or entities hereafter acquiring any interest in or otherwise utilizing portions of the Property shall at all times enjoy the benefits of, and shall hold their interest subject to the rights, privileges, covenants, and restrictions set forth in this Agreement, all of which are declared to be in furtherance of an overall Conceptual Master Plan to promote and protect the aesthetic and cooperative character and aspects of the overall Aspen Meadows planned mountain resort community and are established for the purposes of enhancing and perfecting the value, desirability, and attractiveness of Aspen Meadows. The parties acknowledge and agree that the Conceptual Master Plan may be subject to modification or revision and is not intended to be binding upon the parties but is the present development plan for the Property.

1.4. **Density Units.** “Total Density Units” means and refers to the one thousand four hundred sixty-seven (1,467) residential density units approved within the approximate one

thousand nine hundred ten and 76/100ths (1,910.76) acre Property. Town and Developer acknowledge and agree that the above total density units and acreage shall exclude the Southeast Neighborhood and that the Southeast Neighborhood is currently comprised of sixty-seven (67) approved residential density units and one hundred sixty (160) acres of property, and shall exclude the Greater Bridges Neighborhood which is currently under Town pre-existing R-3 zoning density rights and consists of approximately seventy-two (72.56) acres of property. Each Density Unit may be allocated for the construction of a house, cottage, ranch, townhome, condominium, or other residential dwelling; however, employee housing and/or Workforce/Affordable Housing developed shall not be counted against the approved number of Density Units.

1.5. **Declaration.** "Declaration" means and refers to one or more declarations of covenants, conditions and restrictions upon the Property within the Project which shall be recorded in the Iron County Recorder's Office and shall run with the land. The Declaration(s) shall set forth the rights and obligations of the Developer, the Association, and the individual owners with respect to one another, shall establish a lien for the collection of assessments, and serve other purposes ordinary to declarations in similar projects. The parties acknowledge and agree that under no circumstances shall Town have any enforcement obligations under the Declarations.

1.6. **Design and Development Guidelines.** "Design and Development Guidelines" means the written review standards, if any, promulgated by the Site and Architectural Review Committee ("SARC") created pursuant to the Master Declaration of the development criteria adopted and from time to time, amended by the Developer and implemented by SARC to provide design and development guidelines for the construction of residential properties, commercial properties, industrial properties, cultural centers, and other improvements, and/or carry on any other development activity in the Aspen Meadows Development. The initial Design and Development Guidelines are attached hereto as Exhibit D.

1.7. **Developer.** "Developer" means collectively, G & P Ranch, LLC, and Plumb Investment LC. The term shall extend to Developer's successors and assigns of all or any portion of the Property, provided such successors and assigns acquire all of the rights to the development of the Project which are currently held by G & P Ranch, LLC, and Plumb Investment LC or for a particular parcel or development area of the Development Property to be developed by such successor or assign (each successor or assign shall be a "Secondary Developer").

1.8. **Master Declaration.** "Master Declaration" means and refers to the Master Declaration of Covenants, Conditions, Easements and Restrictions upon the Property within the Project, attached hereto as Exhibit E, which shall be recorded in the Iron County Recorder's Office and shall run with the land. The Master Declaration shall set forth the rights and obligations of the Developer, the Association, and the individual owners with respect to one another, shall establish a lien for the collection of assessments, and serve other purposes ordinary to declarations in similar projects.

1.9. **Motorized Vehicles.** “Motorized Vehicles” means any automobile or other type of winter or summer intended motorized transportation, recreational designed, on or off-road purposely designed vehicle such as snowmobile, golf cart, motorcycle, side-by-side or ATV vehicle or any off-road vehicle whether licensed or not. A Motorized Vehicle does not include a pedal assisted electronic bicycle.

1.10. **Mountain Zone, “Mountain Zone” or “Mountain Zoning”** means zoning requirements which meet, or exceed the Town’s general plan and planned residential and commercial zoning ordinances, or are specific to the Aspen Meadows planned mountain resort community.

1.11. **Off-site Improvements.** Off-site Improvements" means and refers to all public developer improvements including, sewer, storm drainage, rock lined drainage swales, culinary water, natural gas, lighting, underground utility systems, streets, streetscapes, common areas designated outside of the Project, snow storage areas, trails, ski trails, ski ways, ski lifts, or other improvements outside the boundaries of the Project but serving the Project.

1.12. **On-site Improvements.** "On-site Improvements" means and refers to all public envisioned developer improvements including, sewer, storm drainage, rock lined drainage swales, culinary water, natural gas, lighting, underground utility systems, streets, streetscapes, common areas designated within or adjacent to the Project, snow storage areas, trails, ski trails, ski ways, ski lifts, or other improvements within the boundaries of the Project.

1.13. **Open Space.** “Open Space” means land outside of designated Planning Areas and outside of the On-Site Improvement areas in this Agreement, which meets the criteria set forth in the Town of Brian Head Code “Recreation Open Space Zone” as set forth in §9-7-7 thereof and shall also include any common areas designated outside of the Project, including, but not limited to, snow storage areas, trails, ski trails, ski ways and ski lifts.

1.14. **Planning Area.** "Planning Area" means and refers to any one of the various distinct and individual phases of the Project. Each Planning Area may consist of sub phases and may be developed in the order Developer chooses.

1.15. **Plats.** "Plats" means and refers to the various site plats of the Property to be updated with each phase of development. Each phase shall be submitted to the Town for review and approval, in such order and at such time as Developer may choose in its discretion. The Parties acknowledge and agree that the actual number of Density Units in any one particular phase of the Project may differ from those set forth in the Aspen Meadows Conceptual Master Plan and Plats, and that Developer may shift the number of Density Units from one phase of the Project to another so long as the total aggregate number of Density Units does not exceed the number of units approved for the Property. In no event shall the Density Units exceed 1,467 and this maximum density shall run with the land. Anytime Developer sells, alienates, or otherwise transfers any portion of the Property, whether voluntarily or by action of law, the portion of the total Density Units applicable to such transfers shall be identified such that the total density on the Property shall never exceed 1,467 units.

1.16. **Project.** "Project" means and refers to the project known as Aspen Meadows consisting of the acreage and density units set forth in this Agreement, anticipated to be developed pursuant to the terms of this Agreement and generally in accordance with the Conceptual Master Plan.

1.17. **Property.** "Property" or "Development Property" shall have the meaning set forth above and that is more specifically defined and depicted in Exhibit A hereto. Property may be expanded at Developer's sole discretion to include other property Developer owns or acquires. In the event the Property is expanded by the Developer to include other property Developer owns or acquires, then the Density Units on the expanded portion of the Property may exceed 1,467 in an amount to be agreed upon between the Developer and the Town at the time of expansion, with the understanding, agreement and exception, that the combined parcels and lands currently within the Town limits, including the Southeast Neighborhood and the Greater Bridges Neighborhood, hold their own respective pre-existing density and zoning rights. Any expansion of the Property for areas already within the Town shall comply with the Town's land use laws in effect at the time of expansion. Any expansion of the Property for areas outside of the incorporated boundaries of the Town shall only be included as part of the Property if annexed into the Town pursuant to the annexation laws in effect at the time of annexation.

1.18. **Public Safety Department.** "Public Safety Department" means and refers to the agencies acting within their official capacity to perform duties relating to community public safety, law enforcement, emergency response, search and rescue, community fire education and fire prevention services for Town.

1.19. **Public Works Department.** "Public Works Department" means and refers to the Town department which is responsible for the public works, and operation and maintenance of public infrastructure within the Town.

1.20. **Special Assessment Area.** A "Special Assessment Area" is a special tax area as defined by the Special Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended.

2. **ANNEXATION.** Developer agrees to petition to annex the Developer Property into the Town, for all portions that are not already in the Town. And the Town agrees to process Developer's annexation petition as provided in the Utah Code and the Town's land use code. Developer desires the Property to be in a new zoning designation that has never existed in the Town, which new zoning designation the Developer shall provide to the Town and which is called a "Mountain Zone." The Town agrees to process the annexation petition, such that upon annexation approval the Property will be zoned as "Mountain Zone", as defined within zoning standards adopted and attached hereto as Exhibit F ("Mountain Zone"). The lawful annexation of the Property zoned Mountain Zone shall be an express condition precedent for all other agreements and obligation herein. If the Property is not annexed into the Town under the Mountain Zone then this agreement shall be void and neither Party shall have any further obligation hereunder.

3. **PHASED DEVELOPMENT; DENSITY.**

3.1 **Phased Development of Infrastructure and Lot Releases.** The Project will be developed in a series of infrastructure phases and site releases for residential, commercial, industrial, community, or civic and cultural construction. Each phase shall have its own Planning Area, which shall each enjoy the rights conferred by and be subject to the terms of this Agreement. Each phase shall be developed in accordance with the Town's ordinances, regulations, and an overlay of zoning requirements, including Mountain Zones, specific to the Aspen Meadows planned mountain resort community adopted as a part of this Agreement, and process with respect to entitlements and construction.

Developer shall have the sole discretion to: (i) decide in what order such development proceeds, (ii) alter the number of Density Units within a phase, (iii) and shift the number of Density Units from one individual Planning Area depicted in the schematic plan to another so long as the required infrastructure is accessible, maintained, and constructed to Town's standards and the total number of approved Density Units referenced in the Aspen Meadows Conceptual Master Plan is not exceeded. Notwithstanding the above, once a plat is approved for a particular Planning Area, the phasing shall be set with respect to such Planning Area, unless such plat is amended through the normal Town plat amendment process.

3.2 **Residential Density of the Project.** The Parties agree that the overall Conceptual Master Plan shows intended residential, commercial, industrial, community, and cultural uses and these anticipated land uses are in substantial conformance to the Town's general plan, and that the Density Units shall be considered an entitlement number and that number shall not be altered by any zoning ordinances. Density Units shall not be applicable to any unbuildable areas within the Project, such as areas with steep slopes (over 40% grade), elevation above 10,500 feet, or other unbuildable land. Densities are set forth in the Conceptual Master Plan; however, Developer shall have the right to shift units from one Planning Area to another, thus modifying the relative densities in the affected Planning Areas, without being required to receive Town approval or to amend the Conceptual Master Plan, provided that the overall maximum Density Units for the entire Project is not exceeded. The development of the Project to less than the full maximum Density Units permitted shall not release Developer from any obligations to the Town as set forth herein, unless as a result of a General Plan amendment which is not requested by Developer, or unless the reduction in total units results in a corresponding reduction in public facilities and/or improvements supported by the appropriate engineering/planning studies as approved by the Town and incorporated in an amendment to this agreement.

4. **VESTED RIGHTS AND RESERVED LEGISLATIVE POWERS.** Subject to Utah Code Section 10-9a-509, with the recording for public record of this Agreement, Developer's right to develop the Project as described herein with the identified number of Density Units and Mountain Zoning is hereby vested as, subject to the conditions precedent expressly set forth in this Agreement. Nothing in this Agreement shall limit the current or future exercise of the police power by the Town in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this Agreement provided that the adoption and exercise of such power is directed at a critical health, welfare and safety concern and shall not restrict Developer's vested rights to develop the Project as provided herein. Furthermore, the Project is still subject to the administrative procedures

applicable to the development of the Project, including but not limited to all subdivision and permit applications, approvals and inspections applicable to the Project. In order to preserve the rights vested to Developer herein, Developer must reasonably pursue the development of the Project, including the creation of the individual Planning Areas as contemplated herein and the completion of infrastructure improvements to be made concurrently with the respective phase for which the infrastructure serves, as determined by Developer. This Agreement is not intended to and does not bind the Town Council in the independent exercise of its legislative discretion with respect to such zoning regulations, except to the extent specifically covenanted as set forth herein, the provisions of this Agreement by recording intended to run with the land to the benefit and burden of Developer and its successors and assigns. Notwithstanding any of the foregoing, nothing herein shall prohibit Developer from relying on the zoning in effect at the time any given sub-division application has been submitted, and pursuant to Utah Code Section 10-9a-509, Developer shall be entitled to approval of all completed applications on the basis of the zoning laws and regulations in effect at the time such application was submitted without regard to any subsequent changes to such laws or regulations.

5. COMPLIANCE WITH TOWN DESIGN AND CONSTRUCTION STANDARDS.

Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the Town necessary for development of the Project, including the payment of fees, and compliance with the Town's design and construction standards for public improvements which are approved at the time of construction, as well as any additional requirements and regulations included in the approved Mountain Zoning and Design and Development Guidelines as set forth herein.

6. TIME FOR CONSTRUCTION AND COMPLETION OF THE PROJECT. Except as otherwise provided in this Agreement, Developer shall have the discretion as to the time of commencement, construction, infrastructure phasing and completion of any and all development of the Project. Developer's discretion shall be confined within the time limitations set forth in Town code such as final plat expiration. Town and Developer acknowledge that in the event of any conditions or events that materially affect the marketability and viability of the Project, such as a significant decline in the commercial or residential real estate markets, such that a reasonable developer would not proceed, Developer shall have the discretion to delay any such phasing and completion of any portion of the Development for a period equal to the duration of that prevention, delay or stoppage.

7. ROADS.

7.1 Aspen Meadows Drive Road Dedication. Developer will dedicate Aspen Meadows Drive (Burt's Road to Nowhere) to the Town wherein Aspen Meadows Drive is planned to serve as a public town road, the primary road spanning through the majority of the Project, starting at Utah State Highway SR-143, with a manned gated monument entrance, serving to provide both public and private access to areas designated for public use or public access and to provide access to private gated neighborhood interior roads of the Project. Developer and Town acknowledge and agree that the Aspen Meadows Drive road will likely be constructed in phases. Subject to Section 7.3 below, Developer shall construct Aspen Meadows Drive road to the standards of the Town for a major road. Subject to Section 7.3 below,

Developer shall construct and dedicate such portions of Aspen Meadows Drive road in conjunction with only approved plats for the Project, including any portion of Aspen Meadows Drive serving any such approved plats. In addition, Developer shall dedicate any completed rights-of-way within the Project constructed to Town standards as plats are approved for that portion of the Property containing such rights-of-way.

7.2 **Road Access Provided To Town.** Aspen Meadows Drive (Burt's Road to Nowhere), Peak Drive and Steam Engine Drive shall be gated, monitored, maintained and programmed to provide the Town's Public Works and Public Safety Departments year-round normal maintenance and emergency 24/7 access for fire prevention, code enforcement, marshals monitoring, together with access to the water wells, water tanks, and the existing Salt Pile water storage facility or any other public purpose.

7.3 **Road Standards.** Developer shall coordinate with Town through Developer's engineer, to ensure all improvements meet or exceed Town's standards and requirements for road design and construction. In addition, Developer agrees to warranty against excessive settling or failure of the trenching associated with such road construction for a period of one year beyond the Town standard warranty for such settling. All proposed roads shall be 50' row and 26', bituminous surface course and to be constructed per Town standards (See plan 102 of The Town of Brian Head Standards). In the first five (5) years of development, Developer anticipates continual heavy equipment construction usage in the lower Aspen Meadows area and that there will be a final road re-alignment of Aspen Meadows Drive to serve the planned development areas. Accordingly, all areas of public roadways that Developer intends to utilize in this first five-year period and then abandon in a future road re-alignment, may be deemed a temporary roadway. Town and Developer acknowledge and agree that such identified temporary roadways will be allowed to be double-chip-sealed and maintained solely by the Developer in the first five years of development and usage, with the exception of Road Snow Plowing as referenced in Section 7.5 below which shall remain a Town obligation. Roads shall be private with plowing service to meet or exceed the Town four-hour rule. All private roadways will also serve as water and sewer and utility easements and Developer will dedicate the rights of way for all private roadways to the Town as an easement for underground water, sewer and utility easements. Notwithstanding the above, at such time as Developer is obligated to construct any portion of the Aspen Meadows Drive and Developer determines that such portion of Aspen Meadows Drive is to be deemed "temporary" as provided above, the Town may require that Developer obtain an extended completion bond in the amount of 125% of the engineers estimate for the completion of for the applicable portions of the road that are temporary.

7.4 **Road Costs and Ongoing Maintenance.** Developer shall convey and dedicate ownership of Aspen Meadows Drive (Burt's Road to Nowhere) when constructed, within the Development, to Town for use as a gated quasi-public-private road (public access road with a manned gate which will service any and all public use areas such as planned public use buildings, ski related lodges or civic centers, including all storm drainage within such roadways. Developer may also potentially convey and dedicate more roads to the Town for the same or similar purposes. All other interior roadways planned in the Project servicing planned gated neighborhoods will be private. Developer will bear the initial costs of below and above surface construction including Aspen Meadows Drive and all other interior roadways within the

Development. Developer will construct and install all utilities within road rights of way whether public or private. Once completed, the Town shall be responsible for the maintenance of Town owned utilities within all roadway rights of way, including Aspen Meadows Drive and all other interior roadways within the Town's utility easements, and ongoing maintenance of the above ground improvements on public roads such as Town road signage maintenance. Developer shall be responsible for maintaining all above and below ground improvements on private roads. Except as requested by Developer, In the event Town removes asphalt pavement for normal or emergency access and/or underground maintenance or repair of utilities, Town shall be responsible to repair where the pavement was removed, Town shall be responsible for all future replacement paving or repairs on all public designated roadway(s).

7.5 **Road Snow Plowing.** The Town shall be responsible for snow removal on all portions of planned and dedicated public access roads, either temporary or final roadways, including Aspen Meadows Drive (Burt's Road to Nowhere) and the future interior dedicated public roadway to the Town's Public Works facility, and/or future planned public-owned facilities. Developer, Developer's designee (including any homeowner's association for any particular Neighborhood as more particularly set forth in the corresponding Neighborhood Declaration), shall be responsible for snow removal of all private interior neighborhood roadways and private facilities. The Developer will strive to meet or exceed the Town's 4-hour goal of snow plowing response times for each planned neighborhood.

7.6 **Roadside Snow Storage Area.** Developer shall construct roadside snow storage areas on the sides of the roadways and/or designated areas to serve the Development, meeting or exceeding Town's standards.

7.7 **Street and Traffic Control Safety Signage.** Developer shall bear sole responsibility for costs to purchase, construct, and install all public street signage, including related or required permanent structures, mounts, or supports, and shall include all permanent road signage and traffic control devices and signs, which shall be in conformance with the requirements of the Manual on Uniform Traffic Control Devices and Town standards. Upon completion and installation of such traffic control devices, the Town shall maintain, repair and replace such devices at Town's sole cost.

7.8 **Gates.** Developer shall install a manned gate at the main entrance road entrance located on Aspen Meadows Drive (Burt's Road to Nowhere) and secondary locking, un-manned gates, where private roads branch off from Aspen Meadows Drive, and/or Steam Engine Drive, and/or Peak Drive, with 24/7, year-round access for Town Public Safety and Town Public Works Departments. Developer and Association shall be responsible for the installation and maintenance of all such gates.

7.9 **Roadside Drainage System.** Developer, at its sole cost and expense, shall construct water drainage system along the roadsides, with culverts under the system as needed, and rock lined drainage swales to serve the Development Area. After installation, Developer shall dedicate easements associated with all water drainage improvements and dedicate all water drainage improvements to the Town and thereafter Town shall be responsible for the maintenance, repair and replacement of the above drainage systems.

8. UTILITIES.

8.1 **Responsible Parties.** Developer shall bear sole responsibility for costs to initially construct all underground utilities within the Development including water, sewer, power, natural gas, fiber, internet and/or telephone infrastructure. Developer shall bear sole responsibility for costs to satisfy the requirements of that certain Amended Judgment dated May 25, 2007, in case number 050500466 (the “Judgment”) concerning change application numbers a29002 and a31598, including drilling the replacement well(s) required under the Judgment. Town shall bear sole responsibility for costs to maintain, and repair below surface water and sewer utility mains within the Development, which Developer will install to Town standards and then dedicate to the Town. Developer and/or individual purchasers and owners will be responsible for their own ongoing maintenance of lines and pump systems from water meters for the water utility and from the sewer mains for their “lateral-lines” into all structures, buildings, accessory dwellings, model homes, or new residential homes serviced on each parcel. The parties anticipate that Third-party providers such as Rocky Mountain Power, Dominion Gas, fiber, internet, and/or telephone providers, and other service providers shall bear sole responsibility for costs to maintain, and repair below surface related utility improvements or repairs for their respective utilities. Under this Agreement, Town shall have no responsibility to maintain any utilities that it does not own.

8.2 **Water; Vesting of Density Units.** Developer shall construct water source, storage and distribution improvements connecting to Town’s water system, adhering to Town’s standards to serve the Development Area in accordance with the Water exhibit attached hereto as Exhibit H. Developer will transfer water right amount (acre feet) as outlined in Exhibit H, to provide municipal service for the density/units contemplated in this Agreement. Developer shall coordinate with Town through Developer's engineer, to ensure all water improvements meet or exceed Town’s standards and requirements for design and construction. The transfer and use of such water rights shall be governed by that certain Water Rights Transfer and Holding Agreement between Town and Developer, such agreement to be negotiated and agreed to prior to finalization of this Agreement and included as part of the documents comprising Exhibit H attached hereto.

Developer acknowledges and agrees that, notwithstanding anything in this Agreement to the contrary, in order for any vesting of rights of Density Units hereunder, it shall be a condition precedent to such vesting, that (a) Developer shall have dedicated pursuant to the Water Rights Transfer and Holding Agreement water rights approved for municipal use within the Town’s water system to accommodate such Density Units and (b) shall transfer all water right amounts to the Town and also shall have completed and dedicated all water infrastructure to accommodate such Density Units, including the completion of all wells and infrastructure necessary to service the applicable number of Density Units and associated easements, and also including the replacement well(s) and infrastructure required under the Judgment. However many Density Units, but in no event more than the Total Density Units, that are able to be served by the dedicated approved municipal water rights and completed well(s) and water infrastructure, Developer shall be entitled to that number of Density Units upon completion, all in accordance with the schedules attached hereto as Exhibit H.

8.3 **Sewer.**

8.3.1 – Sewer Collection and Conveyance: Developer shall, at its sole cost and expense, construct and complete improvements connecting to the Town's sewer collection system, using both a combination of the Town's traditional gravity system and a hybrid gravity / low pressure sewer system, adhering to Town's standards to serve the Development Area and in accordance with the Sewer exhibit attached hereto as Exhibit G. Developer shall dedicate easements for all sewer collection improvements connecting to the Town's sewer collection system and Developer shall dedicate all such sewer collection improvements to the Town. Town and Developer acknowledge and agree that the parties shall jointly construct certain trunk line capacity expansion projects as more particularly described in Exhibit O attached hereto. Town and Developer shall proportionately share the costs of such trunk line capacity expansion projects.

8.3.2 – Sewer Treatment: Developer acknowledges that the Town's current sewer treatment capacity has been designed and constructed for areas of the Town that are already in the Town prior to annexation of the Property. Developer further acknowledges that any use of the current sewer treatment capacity of the Town to service portions of the Property would place a burden on current Town stakeholders. Developer further acknowledges that the Town's sewer treatment facility is in conjunction with Parowan City and that the Town does not have unilateral rights to expand its sewer treatment facilities. Developer and Town agree that it is the intention of both that Developer shall be solely responsible to pay for all upgrades and expansion of sewer treatment capacity for the Town which relate solely to the Project, and such payment to be proportionate to the current and future users on the Property only, excluding the Southeast Neighborhood and the greater Bridges Neighborhoods, and that would be serviced by any such expansion. Town may elect to require future Town sewer collection and conveyance and/or treatment capacity users located outside the Project to proportionately share the costs of such additional trunk line capacity expansion projects with the Town for sewer treatment capacities required outside of the Project.

Subject to treatment capacity of the Town, the Town agrees to allow Developer to develop up to 300 Density Units and connect them to the Town's current collection system for the payment of \$3,500 per Density Unit, in addition to the Town's connection charge. Town and Developer shall work together to prioritize Developer's use of any existing capacity to accommodate Developer's first 300 Density Units, provided, however, in no event shall Town be required to place a moratorium on or deny any other projects or developments utilizing any such available capacity. The Town has no obligation to approve more than 300 Density Units until after the sewer treatment facilities are expanded and Developer agrees that it has no right to develop more than 300 Density Units until after the sewer treatment facilities are expanded. Developer's right to develop up to 300 Density Units is subject to available sewer treatment capacity of the Town. The Town agrees that it will work with Parowan City and other potential public stakeholders to estimate the cost of expanding sewer treatment capacity. Because any upgrade or expansion of sewer treatment facilities will be an upgrade or expansion of a

public facility, the Town in its sole discretion will determine what upgrades or expansions to make to sewer treatment facilities and the timing for such public improvements and the portion of sewer treatment improvement costs reasonably apportionable to the Property. Developer agrees to and approves of the Town imposing a property tax assessment under Title 11, Chapter 42 or any successor thereto, on any and all portions of the Property that are not developed at the time sewer treatment improvements are constructed, as if the undeveloped portion of the Property will develop 1,167 Density Units. The Developer and Town may agree to an initial expansion of sewer treatment capacity for less than all of the 1,167 additional Density Units. Developer hereby consents to the Town creating a special assessment area and imposing a special tax assessment and hereby waives all rights to object to the Town imposing a special tax assessment for sewer treatment improvements under Title 11, Chapter 42 or any successor provisions thereto. Notwithstanding the above, Town and Developer shall work together in identifying other alternative and less costly solutions to expanding the current sewer treatment capacity. In the event such reasonable alternative solutions are discovered, the Town and Developer shall work together to implement such alternative solutions upon the mutual agreement of the parties. To the extent such solutions are implemented and increase sewer treatment capacity, Developer shall be entitled to develop such number of additional Density Units reflecting such increased capacity.

8.4 **Utility Easements for Sewer and Water Extensions.** If a sewer or water easement becomes necessary for any extension of sewer or water systems planned, into adjoining land owned and controlled by the Developer, the Town shall agree to acquire such easements from Developer at no cost to the Town and Developer agrees to dedicate such easements to the Town, so long as such easement shall reasonable service or otherwise provide benefit to any portion of Aspen Meadow.

8.5 **Gas and Power.** Developer shall, at its sole cost and expense, construct improvements connecting both, the gas-line supply and power-line supply provided by Dominion Gas Co. and Rocky Mountain Power to serve the Development Area. After installation, the applicable utility provider shall be responsible for the maintenance, repair and replacement of the above improvements.

9. **SALE OF INDIVIDUAL DEVELOPMENT PLANNING AREAS.** Following approval and official filing for a record of survey map and associated deeds creating individual Planning Area(s) within the Project, for legally subdivided lots and areas subject to the Aspen Meadows Annexation and Development Agreement and Design and Development Guidelines for Aspen Meadows, Developer may, without obligation, proceed with sale of the Neighborhood Planning Areas, individually, in groups, or as a whole, to third-party purchasers such as various "Market Merchant Builders," who have been assigned Developer's rights under this Agreement for that particular parcel, subject to Developer's approval.

10. **EASEMENTS.**

10.1 Town Public Trail Easement, Operation and Maintenance. The Developer agrees to provide land for non-exclusive easements supporting a connection and an expansion of the Town's public trail network through the Aspen Meadows Development, identified as the "Aspen Meadow Loop Trails," and as otherwise set forth in Exhibit K attached hereto. Consistent with existing level of difficulty and trail looping and all new trails shall plug into existing trails on Town and Forest Service Land to the extent possible. Developer shall develop, construct and dedicate trails to the Town on such non-exclusive easements at Developer's sole cost and expense. Once dedicated to the Town, the Town shall maintain dedicated trails. If Developer, at Developer's sole discretion, finds the Town's maintenance to be insufficient then Developer upon notice to the Town and in cooperation with the Town may upgrade and/or maintain public trails to the standards of the Town. The Developer and Town agree to jointly design all public trails envisioned within Aspen Meadows. Developer will be responsible for the total, combined costs for the infrastructure improvements necessitated by public access to the Project, including planned trail heads, improvements specifically related to trail access, trail signage and initial trail improvements within the public trail and for a planned public trail connection, allowing access back to the existing Town Trail network. Improvements donated to Town by the Developer will include a Trail Easement Agreement for the use of the land to the Town and public benches with way-finding areas defined and plaques citing past historical and educational references to the land in key areas along the trail network within Aspen Meadows.

10.2 Easements and Right Of Way Dedications. Any record of survey filed at the Iron County Recorder's office with respect to the entire Project shall designate, both the streets and utility plan easements, in addition to all other easements including dedicated private trail easements relating to specific lot parcels within the Development, Town sewer easements, public trails, and public ski trail, ski ways, ski lift throughways or rights of way as are reasonably necessary for servicing of each individual Planning Area and which shall be configured to minimize the impact on the servient property. Easements and public rights of way shall be granted or dedicated to the Town and/or other applicable third parties, as the case may be, as a part of any record of survey to benefit each Planning Area in an overall comprehensive plan for the Project. Town and Developer will mutually cooperate to grant cross easements as may be shown on the applicable record of survey. The Developer shall reserve such easements as are reasonably necessary for all ski-related activities, sewer, utilities, water storage, snow making ponds, snow storage, or drainage of the Project's runoff water control. Such easements shall be located so as to minimize impact on the servient property.

11. DENSITY AND CLUSTERING. So long as the density for the development does not exceed the approved residential Density Units over the entire Project, Developer may cluster or concentrate the residential density in certain areas of the Project to create neighborhoods of high density use while fostering Open Space. Prior to plat approval, Developer has flexibility and sole discretion in adjusting site development envelopes, driveway or parking design envelopes, and Open Space areas from the Project's Design and Development Guidelines and with oversight of the Site and Architectural Review Committee (SARC), associated road layouts, private and public trail easements for hiking, biking, and skiing, and utility easements, provided, however, that Developer and Town shall agree upon the final location of that part of the trail system known as "Scout Camp Loop" located within the Project and such agreed upon location may not be altered unless consented to by the Town.

12. **OPEN SPACE.** Developer has flexibility in adjusting Open Space boundaries and may designate Open Space for private use, for public access, or to preserve the unique and natural features of such parcels, including but not limited to trails for bicycling, skiing and or other summer or winter sport activities. At the sole discretion and election of Developer, Open Space may be encumbered with an easement restricting its use accordingly. Notwithstanding anything herein to the contrary, Developer shall not have the right to alter any trails included in the Town Trails Master Plan included as Exhibit K hereto without the consent of Town.

Developer may donate Open Space to Town or any other entity of its choice, in conjunction with Town's approval of the initial records of survey. In addition to the above, Developer shall donate a parcel or parcels to the Town for use as a civic or park space at a location to be determined within the Development, such park parcel(s) (no less than ten (10) acres) to be accessible and suitable for use as public parks or open space. Alternatively, Town may request that Developer grant access over a portion of the Property to access existing Town property for use of such Town property for open space, park, public trail head access or other civic uses and the Town and Developer may agree to such conveyance or grant of access as partial or full satisfaction of any Developer obligations with respect to Open Space.

13. **LAND USES; RESTRICTIONS.**

13.1 **Land Uses:** Residential spaces are intended and planned in the Development including but not limited to, residential single-family homes, townhomes, condominiums, ranches, PUD's, lodges, hotels, and live and work facilities. Commercial Space is intended and planned in the Development. Ski Resort oriented spaces are intended and planned in the Development including but not limited to Ski Village Developments, Ski Lifts, Ski Lodges, Ski-Resort Related Support Facilities such as Ski Patrol, Ski Maintenance Facilities Light Industrial Space is intended and planned in the Development and Snow Making Ponds. Civic and cultural spaces are intended and planned in the Development. Specialized spaces are intended and planned in the Development including but not limited to SUU Mountain Campus

13.2 **Snowmobiles.** The operation of snowmobiles within Aspen Meadows is strictly prohibited except when approved by the Developer or Association Board for: (i) wintertime land and trail management and maintenance purposes, or (ii) organized operations in designated open space areas identified at the sole discretion of the Developer, and only when any associated impacts can be adequately mitigated.

13.3 **Trails.** Pedal bicycles or mountain bikes (including pedal assisted e-bikes, excepting on specified trails for such use), motorcycles, all-terrain vehicles (ATV's), other off-road vehicles, and all means of transport whatsoever, (excepting snowmobiles which are prohibited), shall be allowed only on Aspen Meadows Roads, or specified trails or easements designated for such use, and homesite driveway access. Subject to the foregoing, The Developer and/or the Association(s) board shall have the authority; (a) to prohibit entirely from Aspen Meadows certain motor vehicles that may be considered to emit noise or other pollution in excess of levels or standards promulgated by the Developer, or Association(s) board, and (b) to promulgate such other rules, regulations and restrictions as it deems appropriate with respect to

the operation of motor vehicles, non-motorized vehicle, and all means of transport whatsoever nature on the Aspen Meadows lands.

14. **INTENDED DEVELOPMENT AND DESIGN ENVELOPES.** All structures, including but not limited to, dwellings, garages, out buildings, driveway corridors, open spaces, accessory structures, commercial buildings, parking areas, public trail heads, industrial buildings, community centers, civic and cultural centers shall only be permitted within the boundaries of the site development areas and Design Envelopes, as referenced in the project's Master Declaration and as defined in the Design and Development Guidelines for each home or building site in Aspen Meadows. The Developer has flexibility and sole discretion to amend Design Envelopes, driveway corridors, and natural Open Space zone areas subject to the applicable Declarations for such Property, the Design Development Guidelines and the Master Declaration for the Project.

15. **LOCALLY SOURCED MATERIALS.** Town agrees to allow Developer to utilize on site, stone-crushing activities and batch plant activities within Aspen Meadows. Developer will identify locations to facilitate Developer's access, processing, and use of locally sourced materials from time to time, as development phases come on line. Town acknowledges that Developer may develop multiple stone-crushing, aggregate processing, and portable concrete batching plant operations and sell the products of such operations within and outside the Project. Notwithstanding any of the foregoing, it is not Developer's intent to own or operate any long-term commercial stone-crushing and aggregate processing batch plant facilities. Accordingly, all stone crushing and aggregate concrete batching processing activities shall cease once the Project has been fully developed and constructed.

16. **NOTICE OF ZONING ACTIONS.** Developer will make substantial investments in reliance on the Conceptual Master Plan and the expectation of being able to obtain Development approvals based on applicable current zoning rules and regulations, including the Development's Mountain Zoning regulations. Town agrees to use its best efforts to provide written notice, which notice will include details of the proposed changes, to Developer at least one hundred and eighty (180) days prior to considering any changes to zoning rules or regulations which is not considered in conjunction with an application or proposed amendment initiated by Developer.

17. **PROJECT PERMANENT AND TEMPORARY SIGNAGE.** Developer may, at Developer's cost, elect to design, construct, install, maintain, and repair, both, temporary and permanent decorative project-themed signage on private roads within the Development, including but not limited to community-naming and roadside numbering, custom monument, rock inspired style signage for fire prevention and home identification purposes. In addition, Developer is allowed signage related to project and real estate sales activities, including open model home signage, flags and banners, for purposes related to real estate sales activities per Town sign code requirements. All signage shall meet the requirements of the final approved Mountain Zoning for the Project and the Town agrees to allow Development project signage to be consolidated in key areas for the benefit of communications of the thirty year Master Plan.

18. **REGULATORY MATTERS.** Town and Developer shall cooperate in all regulatory matters, which affect both parties. Other requirements of law and processes typical to the

development process are not waived by this Agreement, but all such processes shall proceed consistent with the Town Code. Any items or developmental processes not addressed by this Agreement shall be governed by the normal Town Code existing at the time of the submittal of any development application with respect thereto. Developer shall not be required to remit any impact fees for improvements constructed or funded by Developer under this Agreement, or under future agreement with or approvals from the Town or that don't benefit the Property. Developer may be subject to other impact fees as the Town generally imposes as part of any development application.

19. **STANDARD LOT SETBACK AND DESIGN REQUIREMENTS.** The standard minimum lot setbacks shall be in accordance with Town's zoning ordinances for the intended respective use for each given site or parcel, as of the date the Parties entered this Agreement, and Developer reserves the right to define, publish, communicate, and enforce more stringent setbacks, height restrictions and overall design guidelines and requirements specific to Aspen Meadows, at Developer's sole discretion, without obligation, within its own Design and Development Guidelines which shall be subject to Town's approval and may change and be amended from time to time.

20. **ALL ASSOCIATED LIGHTING.** Developer shall bear sole responsibility for costs to construct, maintain, and repair mountain lighting standards in accordance with Town's code requirements with additional stringent standards which meet or exceed Town's current standards, as defined within the Design and Development Guidelines. Best practices to be taken from the International Dark Sky Association and its recommended Night Sky Standards, consistent of low to ground lighting systems and direct ground lighting systems.

21. **ADDITIONAL DEVELOPER'S OBLIGATIONS.** In addition to the Developer obligations set forth elsewhere in this Agreement, the Developer shall meet the following requirements in the times and manner set forth herein.

21.1 **Commitment of Developer.** The obligations of Developer described by this Agreement and the Town Code and the Conceptual Master Plan are intended by the parties to be comprehensive of all obligations required of Developer by the Town.

21.2 **Construction of Improvements.** The Improvements servicing each Planning Area shall be completed, or security for the completion of the same shall be posted by Developer, or Secondary Developer as a condition of approval for any neighborhood final plat within a Project requiring the Improvements or portions thereof.

21.3 **Trash.** Developer shall install trash receptacles, per Town standards, to serve all Development Areas.

21.4 **Fire Hydrants.** Developer shall, at its sole cost and expense, install Fire Hydrants, per Town standards, to serve the Development Area and Developer shall dedicate Fire Hydrants to the Town. After installation, Town shall be responsible for the maintenance, repair and replacement of the Fire Hydrants.

21.5 **Fiber.** Developer shall, at its sole cost and expense, install fiber for internet and telephone service with Town's preferred provider. After installation, it is intended that the internet provider in the Town shall be responsible for the maintenance, repair and replacement of the internet fiber improvements.

21.6 **Shuttle Stops.** Developer shall be required to construct shuttle stops to serve the Development Area as identified in the plat process.

21.7 **Resort and Town Public Common Spaces.** Developer agrees to designate "Resort Public Common Space Areas" to serve the Development Area for purposes specific to resort activities including various ski trail, ski way, ski lift and/or ski related facilities and locations. Developer agrees to designate "Town Public Common Space Areas" to serve the Development Area for purposes specific to any future potential Public Ski Shuttle stop(s) and Developer may donate a Public Trail Head access off State Highway SR-143 within the Development Area. Such designations shall be accomplished either by plat dedication or land donation.

21.8 **Financial Analysis.** Prior to finalization of this Agreement, Developer shall provide to Town a professional financial analysis to the Town examining the financial benefits, ramifications and impacts for the Town in the form of Exhibit N attached hereto.

21.9 **Workforce/Affordable Housing.** Developer shall include Workforce/Affordable Housing as part of its Development as may be required by applicable law or as otherwise determined by Developer. All Workforce/Affordable Housing provided will be exempt from, and not counted as a part of the approved Density Units for Aspen Meadows. Town and Developer acknowledge and agree that Developer shall be required to devote at least five percent (5%) of the Density Units available at the Development, towards the construction of Workforce/Affordable Housing within the Development Area. Notwithstanding the above, such Workforce/Affordable Housing requirement shall be satisfied by a donation of five (5) acres of land in the Development in the general location shown on Exhibit M attached hereto, such donation to be completed prior to completion of the final annexation process contemplated herein, from Developer to Town for Workforce/Affordable Housing purposes, provided, however, that Developer shall be required to construct at least 1% of available Density Units as Workforce/Affordable Housing on or before the completion of 80% of Density Unit development at the Development (the "Workforce/Affordable Housing Deadline"). The donated land referenced herein shall be of such a character and nature that the uses and facilities contemplated to be constructed hereunder may be located and shall be buildable on such donated land.

21.10 **Land Donation for Town Center Expansion.** Developer shall donate an approximately 1 acre parcel to the Town in the general location shown on Exhibit M attached hereto, such donation to be completed prior to completion of the final annexation process contemplated herein, for the potential growth of the Town center expansion and otherwise for the Town's future growth capability.

21.11 **Land Donation for LDS Church Building.** Developer intends to donate an approximately 2.5 acre parcel to The Church of Jesus Christ of Latter-day Saints in the general location shown on Exhibit M attached hereto, such donation to be completed prior to completion of the final annexation process contemplated herein, for the construction of a church building. Any construction of such church building shall be subject to any of Developer's Design and Development Guidelines in place for the Project as well as applicable Town Code.

21.12 **Land Donation for Public Works Building** Developer shall donate an approximately 5 acre parcel to Town in the general location shown on Exhibit M attached hereto, such donation to be completed prior to completion of the final annexation process contemplated herein, for the construction of a public works facility servicing the Town and the Development Area. The donated land referenced herein shall be of such a character and nature that the uses and facilities contemplated to be constructed hereunder may be located and shall be buildable on such donated land.

21.13 **Future Public Safety Department Site.** Town and Developer acknowledge and agree that a second site for the construction of a completed fire station, with adjoining medical clinic 'shell' space, servicing the Town and the Development Area (the "Public Safety Facility #2") shall be required during the term of this Agreement.

The Public Safety Facility #2 shall be a newly constructed facility. The adjoining medical clinic space (the "Clinic") shall be designed and constructed to a "shell" condition, for purposes of securing a long-term lease for the Clinic between Town and the new tenant. All costs to finish the shell shall be incurred by the Town and/or the tenant for the Clinic. The land for such Public Safety Facility #2 shall be donated by Developer to Town, consisting of approximately 3 acres in the general location shown on Exhibit M (the "Public Safety Site"), such land donation to be completed prior to completion of the final annexation process contemplated herein. The donated land referenced herein shall be of such a character and nature that the uses and facilities contemplated to be constructed hereunder may be located and shall be buildable on such donated land. It is anticipated that the Public Safety Facility #2 shall be constructed in accordance with the plans and specifications set forth on Exhibit M attached hereto.

The Public Safety Facility #2 shall be built by the Town with a monetary contribution to the Town from Developer in an amount not to exceed \$\$2,700,000.00 (the "Developer Funding Requirement"), subject to inflationary rate increases as described below. Prior to completion of the final annexation process contemplated herein, Developer shall contribute a portion of the Developer Funding Requirement for the design of the Public Safety Facility #2, provided that such initial design funding amount shall not exceed ten percent (10%) of the Developer Funding Requirement. At such time as Town commences construction, Developer shall be required to pay the remaining portion of the Developer Funding Requirement to Town.

Town shall commence construction of the building shell (engine bay interior finished/equipped, other interior space uses and medical clinic unfinished shell) of the Public Safety Facility #2 at such time as Developer records a plat for the Development that exceeds a

total of 175 Density Units (deemed the zero (0) plus one hundred seventy-fifth Density Unit approved by Town).

Developer's sole obligation hereunder shall be the payment of the Developer Funding Requirement and Developer shall not be responsible for the purchase of any equipment for the Public Safety Site or any construction costs in excess of the Developer Funding Requirement, provided, however, that Developer shall be responsible for providing roadways and utilities to the Public Safety Site, as Developer and Town deem final location.

Notwithstanding the above, the parties acknowledge and agree that the amounts set forth above shall be subject to increase pursuant to annual inflationary rates for the United States according to U.S. Labor Department data.

21.14 Public Improvement Districts ("PIDs"); Bonding. Developer may elect, at Developer's discretion, to fund its payment obligations under Sections 21.13 above, in whole or in part, through a traditional development bonding or through a PID. The parties acknowledge that Utah law allows Cities and Counties in Utah the power to create Public Infrastructure Districts ("PIDs") to finance public infrastructure for new development. This infrastructure may be financed by issuing bonds repayable from property taxes or assessments on the property owners of the development. Town and Developer acknowledge and agree that Developer may elect and request that Town create such a PID to fund, in whole or part, its funding obligations in Sections 21.13. Town may agree to form the PID as the "Creating Entity" pursuant to and in compliance with Utah State statute and Town and Developer shall work together to create any governing documents for the PID and issuing any bonds pursuant thereto.

21.15 Remedies. In the event the Town determines, in its sole and exclusive discretion, that Developer or Association have failed to fully satisfy and comply with any obligation in this Section 21 and all of its subsections, the Town shall provide written notice to Developer of such failure and Developer shall have a period of thirty (30) days to cure such default, provided that if such cure requires more than 30 days and Developer is using commercially reasonable efforts to effectuate such cure, then Developer shall have such additional time as necessary to cure the default. In the event Developer fails to remedy such default, the Town shall have all remedies at law or equity.

22. AGREEMENT TO RUN WITH THE LAND. This Agreement shall be recorded against the Property prior to commencement of any work related to Development of the Project with the exception of the existing Aspen Meadows Southeast Neighborhood approval already in place with the Town. This Agreement shall be recorded in the Office of the Iron County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property for a period of 30 years. This Agreement shall not extend beyond 30 years in any respect, including vested rights, except as subsequently may be mutually agreed upon in writing between the Parties. The Parties agree that the term of 30 years is reasonably necessary to enable Developer to implement the Aspen Meadows development as contemplated herein.

23. **ASSIGNMENT.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

24. **AUTHORITY.** The parties to this Development Agreement each warrant that they have all of the necessary authority to execute to terms of this Agreement. The Town agrees that is shall be bound by this Agreement upon completion of the annexation process as set forth in State Code and in the Town Code for all portions of Aspen Meadow that are to be annexed into the Town.

25. **APPOINTMENT OF REPRESENTATIVES.** To further the commitment of the parties to cooperate in the implementation of this Agreement, the Town, Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Developer. The initial representative for the Town shall be the Town Manager, Bret Howser and the initial representative for the Developer shall be A. Flint Decker. 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 Agreement and the development of the Project.

26. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties; except as expressly provided herein.

27. **INTEGRATION.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

28. **NOTICES.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom it is intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as communications under this Agreement shall be deemed to have been given and received and shall be effective three (3) days after deposit in the U.S. Mail to the recipient's address as set forth herein:

Town:

Developer:

Any party may change its address by giving written notice to the other party in accordance with the provision of this section.

29. **SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall

be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and effect.

30. **TIME IS OF THE ESSENCE.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

31. **LAW AND USAGE.** Any dispute regarding this agreement shall be brought only in Iron County, State of Utah, and heard and settled under the laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both genders, and the term "person" shall include an individual, partnership (general or limited), corporation, trust, or other entity or association, or any combination thereof. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of this Agreement shall be constructed as both covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof.

32. **MUTUAL DRAFTING.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

33. **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, environmental testing and remediation, governmental restrictions, regulations or controls (including from the Forest Service), 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, and the same duration of time shall be added to extend the Term of Agreement.

34. **COURT COSTS.** In the event of any litigation between the parties arising out or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney fees.

35. **EXPENSES, FEES.** Except as expressly provided otherwise in this Agreement, Developer agrees to pay all costs and expenses of the Town associated with all applications and approvals associated with Aspen Meadows, including, but not limited to, professional fees (including attorney's fees, engineering review fees, design review fees etc.) related to this Agreement and that the Town would not have occurred otherwise in its normal development planning and operations for the Town. Developer agrees to pay the Town's legal costs and expenses incurred in preparation and execution of this Agreement.

36. **ENTIRE AGREEMENT.** This Agreement, and all Exhibits thereto, is the entire agreement between the Parties regarding the subject matter set forth herein and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

37. **WAIVER.** Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

38. **EFFECTIVE DATE.** This Agreement shall be effective as of the date filed for public record in the office of the Recorder for Iron County, Utah.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

THE TOWN OF BRIAN HEAD, a municipal corporation
and subdivision of the State of Utah

By: _____
Clayton Calloway, Mayor

By: _____
Bret Howser, Town Manager

Attestation:

By: _____
Nancy Leigh, Town Clerk

G & P RANCH, LLC, a Utah limited liability company

By: _____
Walter J. Plumb III

PLUMB INVESTMENT LC, a Utah limited liability company

By: _____
Walter J. Plumb III

ASPEN MEADOWS MASTER ASSOCIATION, INC., a Utah nonprofit corporation

By: _____
A. Flint Decker, President

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2023, personally appeared before me
_____, the _____ of THE TOWN OF BRIAN
HEAD, a municipal corporation and subdivision of the State of Utah, and that the within and
foregoing instrument was signed on behalf of said Town.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2023, personally appeared before me
_____, the _____ of THE TOWN OF BRIAN
HEAD, a municipal corporation and subdivision of the State of Utah, and that the within and
foregoing instrument was signed on behalf of said Town.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2023, personally appeared before me _____, the _____ of G & P RANCH, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2023, personally appeared before me _____, the _____ of PLUMB INVESTMENT LC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

EXHIBIT A

Description of the Property

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

LOTS 1 THROUGH 65, INCLUSIVE, ASPEN MEADOWS SOUTHEAST NEIGHBORHOOD, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED ON JULY 19, 2022 AS ENTRY NO. 794328 IN BOOK 1616 AT PAGE 27 OF OFFICIAL RECORDS IN THE OFFICE OF THE IRON COUNTY RECORDER, STATE OF UTAH.

PARCEL 2:

LOTS 7, 8, 9, 10, 11, 13 AND 14; AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, AND RUNNING THENCE NORTH 0°11'42" EAST 290 FEET ALONG THE 1/16 SECTION LINE; THENCE SOUTH 89°11'05" EAST 130 FEET; THENCE SOUTH 0°11'42" WEST 290 FEET; THENCE NORTH 89°11'05" WEST 130 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN STEAM ENGINE MEADOWS SUBDIVISION, PHASE 1, AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS FILED IN THE OFFICE OF THE IRON COUNTY RECORDER.

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION LYING WITHIN ASPEN MEADOWS SOUTHEAST NEIGHBORHOOD, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS FILED IN THE OFFICE OF THE IRON COUNTY RECORDER.

PARCEL 3:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

THE SOUTH HALF OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER; THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

THE EAST HALF AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM THE PROPERTY LYING WITHIN THE STATE ROAD RIGHT OF WAY KNOWN AS HIGHWAY U-143.

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION DEEDED TO QUESTAR GAS COMPANY, A UTAH CORPORATION BY THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 1, 2000 AS ENTRY NO. 424995 IN BOOK 723 AT PAGE 358 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING NORTH 50°50'20" EAST 6713.75 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTH 45°28'21" EAST 70.00 FEET; THENCE SOUTH 44°31'39" EAST 50.00 FEET; THENCE SOUTH 45°28'21" WEST 70.00 FEET; THENCE NORTH 44°31'39" WEST 50 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

ALL OF SECTION 36, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCELS 5 THROUGH 7:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°35' WEST, 1354.5 FEET ALONG THE SECTION LINE; THENCE SOUTH 89°57' EAST, 1329 FEET ALONG THE 1/16 SECTION LINE; THENCE NORTH 0°30' WEST, 1353.3 FEET ALONG THE 1/16 SECTION LINE; THENCE SOUTH 89°54' EAST, 1340.9 FEET ALONG THE QUARTER SECTION LINE TO THE CENTER OF SAID SECTION 35; THENCE SOUTH 0°38'30" EAST, 2728.1 FEET ALONG THE QUARTER SECTION LINE TO THE SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 89°27'51" WEST, 1374.72 FEET TO THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 0°34'14" WEST, 35.20 FEET TO THE NORTH CORNER SECTIONAL LOT 6; THENCE NORTH 89°27'43" WEST, 190.00 FEET ALONG THE NORTH LINE OF SAID LOT 6; THENCE ALONG THE WEST LINE OF BRIANHEAD, UNIT 1 SUBDIVISION AS FOLLOWS: THENCE SOUTH 0°05' WEST, 331.4 FEET; THENCE SOUTH 56°18' WEST, 502.6 FEET; THENCE SOUTH 33°48' WEST, 400.8 FEET; THENCE SOUTH 1°17' WEST, 377.11 FEET TO THE SOUTH LINE OF SECTIONAL LOT 6, SAID SECTION 2; THENCE DEPARTING SAID SUBDIVISION NORTH 89°30'19" WEST 475.31 FEET TO THE SOUTHWEST CORNER OF SAID SECTIONAL LOT 6; THENCE NORTH 0°29'39" EAST 1355.55 FEET ALONG THE 1/16 SECTION LINE TO THE NORTHWEST CORNER OF SECTIONAL LOT 15, SAID SECTION 2; THENCE SOUTH 89°06'32" EAST 25.02 FEET TO THE POINT OF BEGINNING.

PARCELS 5A THROUGH 7A:

A NON-EXCLUSIVE RIGHT OF WAY EASEMENT 66 FEET IN WIDTH FOR ROADWAY (KNOWN AS BURTS ROAD) AND UTILITY PURPOSES AS DISCLOSED BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED MAY 21, 1992 AS ENTRY NO. 316393 IN BOOK 451 AT PAGE 456, AND RE-RECORDED JUNE 2, 1992 AS ENTRY NO. 316811 IN BOOK 452 AT PAGE 454 OF OFFICIAL RECORDS, THE CENTER LINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A STATE HIGHWAY, SAID POINT BEING SOUTH 1911.16 FEET AND EAST 1639.40 FEET FROM THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 60°45'20" EAST 44.00 FEET TO A POINT OF A 110.0 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 151.20 FEET TO A POINT OF A REVERSE CURVE, THE CENTER OF WHICH IS NORTH 72°00'00" EAST 1500.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 340.34 FEET; THENCE NORTH 5° WEST 168.00 FEET; TO A POINT OF A 550.0 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 292.78 FEET; THENCE NORTH 25°30'00" EAST 960.00 FEET TO A POINT OF A 660.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 293.74 FEET; THENCE NORTH 100.00 FEET TO A POINT OF A 395.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE

ARC OF SAID CURVE 444.67 FEET TO A POINT OF A REVERSE CURVE, THE CENTER OF WHICH IS NORTH 25°30'00" WEST 430.0 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 288.94 FEET; THENCE NORTH 26°00'00" EAST 724.89 FEET; THENCE NORTH 45° EAST 99.09 FEET TO A POINT OF A 730.0 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 433.19 FEET TO A POINT OF A REVERSE CURVE, THE CENTER OF WHICH IS SOUTH 79° EAST 500.0 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 527.96 FEET; THENCE NORTH 71°30'00" EAST 190.00 FEET TO A POINT OF A 790.0 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 275.76 FEET TO A POINT OF A REVERSE CURVE, THE CENTER OF WHICH IS SOUTH 38°30'00" EAST 590 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 70.0 FEET, MORE OR LESS, TO THE EAST LINE OF SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 8:

BEGINNING AT THE SOUTHEAST CORNER OF SECTIONAL LOT 5, SECTION 2, TOWNSHIP 36 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING NORTH 89°06'32" WEST 23.61 FEET ALONG THE SECTION LINE AND SOUTH 0°29'39" WEST 1355.32 FEET ALONG THE 1/16 SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 36 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°30'19" EAST 475.31 FEET ALONG THE 1/16 SECTION LINE TO THE WEST BOUNDARY OF BRIAN HEAD, UNIT 1, SUBDIVISION; THENCE ALONG BOUNDARY AS FOLLOWS: SOUTH 1°17'00" WEST 328.79 FEET; THENCE SOUTH 31°25' EAST 351 FEET; THENCE SOUTH 89°55' EAST 50.6 FEET; THENCE SOUTH 0°05' WEST 694.9 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE DEPARTING SAID SUBDIVISION BOUNDARY AND RUNNING NORTH 89°31'46" WEST 70.55 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY U-143 AS FOLLOWS: THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (RADIUS POINT FOR SAID CURVE BEARS SOUTH 87°04'56" WEST 782.78 FEET), A DISTANCE OF 348.60 FEET; THENCE NORTH 28°27'21" WEST 960.39 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (RADIUS POINT FOR SAID CURVE BEARS SOUTH 61°52'56" WEST 768.78 FEET), A DISTANCE OF 183.11 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 89°30'19" EAST 25.72 FEET ALONG THE 1/16 SECTION LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

BEGINNING AT A POINT SOUTH 89°30'19" EAST 254.43 FEET ALONG 1/16 SECTION LINE FROM THE SOUTHEAST CORNER OF SECTIONAL LOT 5, SECTION 2, TOWNSHIP 36 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°30'19" EAST 87.40 FEET; THENCE SOUTH 9°45'30" EAST 337.41 FEET TO THE P.C. OF A 2788.57 FOOT RADIUS CURVE; COUNTER CLOCKWISE ALONG ARC 295.17 FEET; THENCE SOUTH 15°49'23" EAST 215.45 FEET TO THE P.C. OF A 67.67 FOOT RADIUS CURVE; CLOCKWISE ALONG AN ARC OF A CURVE 91.38 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY U-143; THENCE NORTH 28°27'21" WEST 151.48 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 15°49'23" WEST 133.66 FEET TO THE P.C. OF A 2874.57 FOOT RADIUS CURVE; CLOCKWISE ALONG AN ARC OF A CURVE 304.27 FEET; THENCE NORTH 9°45'30" WEST 352.97 FEET TO THE POINT OF BEGINNING.

PARCEL 8A:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY FOR THE USE AND BENEFIT OF AND TO SECURE ACCESS TO AND FROM THE REAL PROPERTIES ADJACENT TO AND ON EITHER SIDE OF THE FOLLOWING DESCRIBED PROPERTY, BY MEANS OF ONE DRIVEWAY OR ACCESS ROAD ON EACH SIDE OF THE REAL PROPERTIES ADJACENT TO THE FOLLOWING DESCRIBED PROPERTY, AS RESERVED BY THAT CERTAIN WARRANTY DEED RECORDED JUNE 2, 1992 AS ENTRY NO. 316812 IN BOOK 452 AT PAGE 471 OF OFFICIAL RECORDS:

BEGINNING AT A POINT SOUTH 89°30'19" EAST 254.43 FEET ALONG 1/16 SECTION LINE FROM THE SOUTHEAST CORNER OF SECTIONAL LOT 5, SECTION 2, TOWNSHIP 36 SOUTH, RANGE 9 WEST, SALT

LAKE BASE AND MERIDIAN; THENCE SOUTH 89°30'19" EAST 87.40 FEET; THENCE SOUTH 9°45'30" EAST 337.41 FEET TO THE P.C. OF A 2788.57 FOOT RADIUS CURVE; COUNTER CLOCKWISE ALONG ARC 295.17 FEET; THENCE SOUTH 15°49'23" EAST 215.45 FEET TO THE P.C. OF A 67.67 FOOT RADIUS CURVE; CLOCKWISE ALONG AN ARC OF A CURVE 91.38 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY U-143; THENCE NORTH 28°27'21" WEST 151.48 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 15°49'23" WEST 133.66 FEET TO THE P.C. OF A 2874.57 FOOT RADIUS CURVE; CLOCKWISE ALONG AN ARC OF A CURVE 304.27 FEET; THENCE NORTH 9°45'30" WEST 352.97 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

BEGINNING AT A POINT SOUTH 89°30'19" EAST 254.43 FEET ALONG THE 1/16 SECTION LINE FROM THE SOUTHEAST CORNER OF SECTIONAL LOT 5, SECTION 2, TOWNSHIP 36 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°30'19" EAST 87.40 FEET; THENCE SOUTH 9°45'30" EAST 337.41 FEET TO THE P.C. OF A 2,788.57 FOOT RADIUS CURVE; THENCE COUNTERCLOCKWISE ALONG THE ARC OF CURVE 295.17 FEET; THENCE SOUTH 15°49'23" EAST 215.45 FEET TO THE P.C. OF A 67.67 FOOT RADIUS CURVE; THENCE CLOCKWISE ALONG THE ARC OF CURVE 91.38 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY U-143; THENCE NORTH 28°27'21" WEST 151.48 FEET ALONG SAID RIGHT OF WAY LINE; THENCE DEPARTING SAID RIGHT OF WAY NORTH 15°49'23" WEST 133.66 FEET TO THE P.C. OF A 2,874.57 FOOT RADIUS CURVE; THENCE CLOCKWISE ALONG ARC OF CURVE 304.27 FEET; THENCE NORTH 9°45'30" WEST 352.97 FEET TO THE POINT OF BEGINNING.

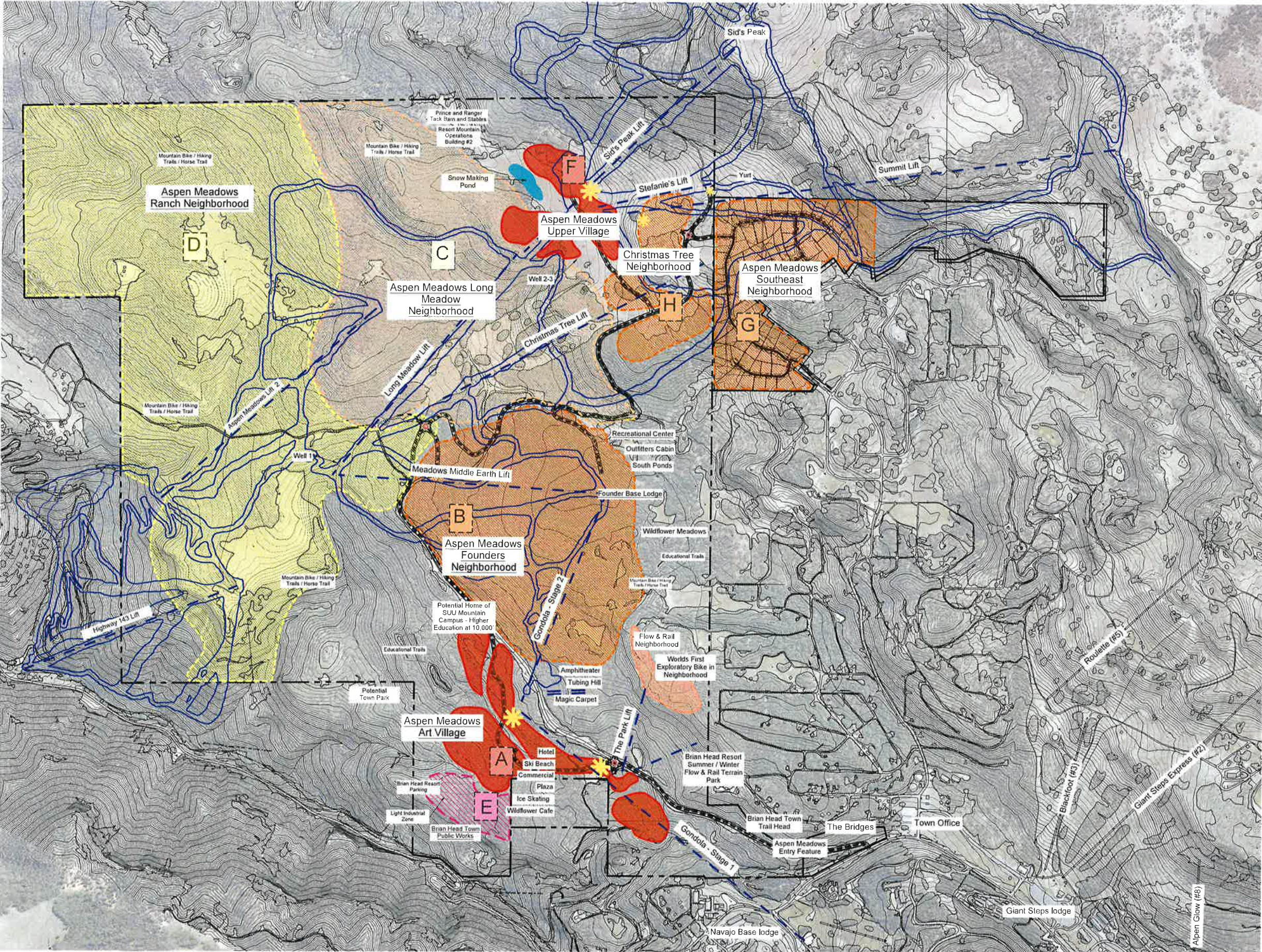
Tax Id No.: A-1166-0001-0000 through A-1166-0065-0000, A-1164-0000-0000, C-1120-0000-0000, C-1121-0000-0000, C-1139-0001-0000, A-1139-0000-0000, A-1144-0001-0003, A-1144-0001-0004-07 and A-1144-0001-0004-071

EXHIBIT B

Plats

EXHIBIT C

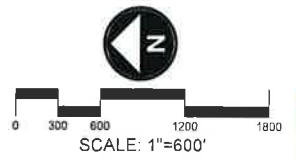
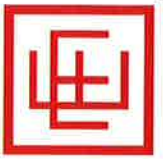
Aspen Meadows Conceptual Master Plan, Christmas Tree Neighborhood and 5-Year Phasing Plans



Development Data:

- A Aspen Meadows Art Village (700 Density Units)**
 - 5 Star Luxury Brand Flag Hotel (+ 200 Rooms)
 - Condominium Hotels (+500 Units)
 - Commercial
 - Tubing Hill
 - Village Ski Lift / Ski Run Gondola / Resort Interconnection
 - Potential Home of SUU Mountain Campus - Higher Education at 10,000'
- B Aspen Meadows Founders Neighborhood (150 Density Units)**
 - + 62 (Estate Homesites Lots)
 - + 48 (Townhouses)
 - + 40 (Collages)
 - Outfitters Cabin / Overflow Parking + 150 stalls
 - Wildflower Meadow with Educational Trails
 - South Ponds
 - Founder's Base Lodge / Parking + 500 Stalls
- C Aspen Meadows Long Meadow Neighborhood (115 Density Units)**
 - + 70 (Estate Homesites Lots)
 - + 45 (New Homesites Lots)
 - Long Meadow Ski Lift / Ski Runs
- D Aspen Meadows Ranch Neighborhood (75 Density Units)**
 - + 75 (Ranch Homesites 5 acre + Lots)
- E Brian Head Town Public Works and Public Safety Facility's**
 - Public Works Facility (+ 26,000 SF)
 - Public Safety Facility (+ 10,000 SF)
 - Property Management Building (2,000-3,000 SF)
 - Aspen Meadows Development Office (2,000- 3,000 SF)
 - Brian Head Resort / Aspen Meadow Parking (+ 500 Stalls)
 - Light Industrial
 - Workforce housing
 - Access point to Town Park property
- F Aspen Meadows Upper Alpine Village (357 Density Units)**
 - 5-Star Luxury Brand Flag Condominium Hotel (+201 Units)
 - + 156 (Townhomes)
 - Commercial
 - Restaurants
 - Ski Services
 - Stefanie's & Sid's Peak Lifts, Summit Upper Resort Interconnection Lift
 - Snow Making Pond
- G Aspen Meadows Southeast Neighborhood (For location reference only)**
- H Aspen Meadows Christmas Tree Neighborhood (70 Density Units)**
 - Boutique Luxury - Christmas Tree Inn (+40rooms)
 - + 7 (Estate Homesite Lots)
 - + 9 (New Homesite Lots)
 - + 14 (Collages)
 - Aspen Meadow Club House / Yurt Skiers Hub
 - Swimming Pools / Sport Courts
 - Skiers Point
 - Looking Glass
 - Members Resident Parking / Skier Locker Room
 - Community Dog Park
 - Top terminal - Christmas Tree Ski Lift

Total Density Units: 1,467



ELLIOTT WORKGROUP

EXHIBIT D

Aspen Meadows Design and Development Guidelines

When Recorded, Return To:

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Dorsey & Whitney LLP
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Aspen Meadows

BRIAN HEAD

DESIGN AND DEVELOPMENT GUIDELINES

ASPEN MEADOWS – OF THE MOUNTAIN



A PLANNED MASTER COMMUNITY
FIRST EDITION: JUNE 15, 2023

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INTRODUCTION

Aspen Meadows, a master-planned mountain resort community, located just under the highest peak, at 11,312' (Brian Head Peak) in Iron County, Utah in Brian Head, Utah is a special collection of lands that occupies an area of remarkable natural beauty and local historical reference. With its magnificent forests of aspen and fir, its spacious mountain meadows, and its breathtaking views, Aspen Meadows is unique to the mountain ranges of Brian Head and the Markagunt Plateau.

The project is envisioned as a legacy, multi-decade, master-planned resort and residential neighborhood development that occupies an area comprising of nearly 2,000 acres. Alpine lands with unique soul, sights and solitude, never before seen by most visitors to this region of southern Utah previously, and destined to, triple the skiable acres of the Brian Head Resort from 650 skiable acres to just over 2,000 skiable acres and provide the greater Brian Head community and visitors, the addition of new ski lifts, ski trails, and snowmaking, servicing the expanded terrain. A thoughtfully designed quasi-public-private ski-in/ski-out community comprised of residential, commercial, recreational, resort, and civic uses.



Figure I: The Mountain Setting of Aspen Meadows

HISTORY

For generations, this stunning alpine terrain was home to many pioneer cabins first established as a result of the Federal Homestead Act of 1862, signed by President Abraham Lincoln, granting Americans up to 160-acre plots of public land expanding the western territories. These first residents who settled the upper mountain regions of Iron County within and surrounding Aspen Meadows, included such prominent local family names such as “Burton, Lyman and Adams”, as well as many others.

For the past 60 years, this land has been privately held and passed on by each of the past three ownership groups of the Brian Head Resort, dating back to Burt Nichols in the early 60’s, hence the locals’ favorite memories of, “Burt’s Road to Nowhere” which is known as Aspen Meadows Drive today and will continue to honor this additional name right from Burt’s time.



Figure 2: The Original “Lyman” Pioneer Cabin Homestead, located in Pioneer Neighborhood, east of Christmas Tree Ski Lift and just above Middle Earth

VISION

Established in 2022, Aspen Meadows is best known for its large open spaces, mature aspen and fir tree stands, rolling benches, open alpine meadows, high-altitude ski terrain and summer grazing grounds. The vision for Aspen Meadows, is now poised to connect with the future growth of Iron County and discovery of Brian Head, Brian Head Resort and adjoining Cedar Breaks National Monument. Its alpine lands are found to be especially ideal for skiing and riding with its combination of north-facing and northwest-facing slope aspects, excellent for snow retention, minimal wind scour and minimal to late afternoon sun exposure. Plans include expanding summer and winter activities overall for the avid outdoor enthusiast and resident alike. Sustainable growth will come through passion in thoughtful design, market absorption, and long-term investment placed in additional ski lifts, ski trail expansion, resort connectivity, snowmaking capacity, hiking and biking trails, alpine ski villages and security-inspired gated neighborhoods comprising of custom luxury mountain homes, stunning homesites, townhomes, condominiums, planned unit developments, modern mountain cabins and ranches.

SUSTAINABILITY

Aspen Meadows values the importance placed in sustainable master planned development practices, beginning with careful and deliberate management of its own natural resources found existing on-site throughout the entire property. This belief in design and sustainable land use is one of the project's core values in its visioning process and is referred to as, "*Aspen Meadows – Of the Mountain*".

The use of locally available and indigenous earth materials provides many advantages for the community in large. These native materials come directly from the local lands of Aspen Meadows, as seen in stone, rock, top soils, and tree-based products from within our own tree harvesting goals. These combined resources through their "reuse", help provide a variety of finished construction aggregates and materials used, seen in precious materials such as sands, gravels, crushed stone, crushed road base, crushed sub base, and wood chips, applied to specific site developments, roads and utility infrastructure.

These construction practices "reduce" energy costs related to initial-transportation and material costs. Reduced transportation costs overall on the project provides benefits through a purposeful, "recycling" of the natural materials, native to the area, helping to further eliminate "waste" in landfills, and further "reverses" transportation costs incurred, thus a lighter impact on the land in general.



Figure 3: Sustainable operations, harvesting materials on mountain within one of two stone operations. This site is Stone Pit #1, located on Peak Drive, looking northeast within the Southeast Neighborhood

As the images previously and below demonstrate, a variety of best practices are applied within the ongoing sustainable construction practices in place at Aspen Meadows. Portions of land are planned and set aside during specific phasing stages of construction by neighborhood and area, for the purposes of; reclaiming and storage of top soils, tree re-use grinding operations for the creation of both, commercial-grade and residential-grade wood chips for land revegetation purposes, two separate stone pit and stone crushing operations for the production of a variety of aggregates, for utilities, site work and roads including, the production of 1.25" minus road base aggregates, 4" minus road sub-base aggregates, and medium, large and extra-large rock landscaping boulders, planned for use back into the lands seen in retention walls, ski bridges, and a variety of other applications throughout the community.



Figure 4: Revegetation process shown started on old mountain roads being restored back to a natural state of the land with top soils reclaimed directly from the site. Location: Southeast Neighborhood looking back south towards Brian Head Peak at sunset

DESIGN GUIDELINES

In order to preserve the natural beauty of Brian Head and to maintain the rural, mountain character of Aspen Meadows, the development has been carefully master planned with specific Design Guidelines and Design Principles. Open space corridors have been permanently set aside to preserve open meadow viewsheds, creeks, riparian areas, wetlands and wildlife habitat. Road rights-of-way have been designed and cleared to identify the most pleasing and least visually intrusive alignment supported with strategically placed roundabouts which assist the traveler in easily finding their destination while discovering the unending scenic views of the iconic southern Utah red and white Navajo sandstone rock views seen to the north, throughout Aspen Meadows.



Figure 5: View north, overlooking Long Meadow from Christmas Tree Neighborhood above

These Design Guidelines and Design Principles extend to the number of individual home sites (referred to as “Homesites”) which have deliberately been kept at a very low density, per planned neighborhood, primarily to preserve the environmental and visual integrity of the landscape and to allow the integration of a high-quality skiing and recreational experience. “Development Envelopes” have been conceptually identified within each Homestead, within each neighborhood, in order that homes will be located only where they are least visible, where they can take maximum advantage of sun and views, and where they fit most comfortably into the natural terrain. The furtherance of these design objectives and goals is the focus of Aspen Meadows’s Design and Development Guidelines, referred to herein as the “Design Guidelines.”

Specifically, the Design Guidelines are intended to:

- Establish a development consistent with the rural mountain character of the setting. A belief of sustainable land use and innovative design. Ensuring the project visioning and core values support the Brian Head community overall. Referred as, “*Aspen Meadows – Of the Mountain*”.
- Be helpful and informative to the future homeowner in their new home lot purchase, prior to the selection and closing of a specific lot within a specific neighborhood, as differences in building heights, massing allowed, secondary buildings allowed such as, identification of all development envelopes, guest houses, barns, etc., will vary neighborhood to neighborhood and review of the Design Guidelines prior, helps ensures the chosen new home site meets their desired needs.
- Minimize the visibility of structures and driveways;
- Encourage an ever evolving, Mountain Contemporary design of “today”, that is sensitive to the land use of “tomorrow”, complementary to, and preserves the natural character of the landscape;
- Protect and enhance property values;
- Allow maximum design latitude for individual homeowners while adhering to the highest standards of land stewardship and building quality; and
- Celebrate design and architecture which respects the outdoors, family, community and the environment, as first discovered and preciously held in Brian Head by all homeowners.

ARCHITECTURAL STYLE – MOUNTAIN CONTEMPORARY

“Architectural style” is many times found to be a more limiting term and what is preferred is “architecture”, which is first, “authentic”, to its own site. The Aspen Meadows development plan is inspired by the emergence of today’s “Mountain-Contemporary” style and growth seen throughout today’s Intermountain Western Mountain Resort Communities in Utah, Nevada, Colorado, Wyoming and Montana.

Many of today’s leading high-altitude mountain architects have envisioned new home plans which have successfully combined aesthetics, massing and design principles which create long-lasting and sustainable home designs. An inspired second-home, ski-in/ski-out architectural-vocabulary that has carefully considered their own unique site development decisions, sun exposures, visual and material choices, including smart-energy solutions and ultimately have arrived at well-sited mountain homes, designed and built to experience an authentic sense of arrival to the land’s high mountain alpine plateau environment and landscape. (see Definitions for more information on Mountain Contemporary.)

DESIGN PRINCIPLES

Elements of Aspen Meadows’ Mountain Contemporary Design Principles include:

- Architecture elevated. authentic, purposeful, functional;
- Inspiration in sustainable design. Thoughtful and creative home designs;
- Simple, akin to Scandinavian-influenced design, timeless and of today;
- Listening to the developments’ own DNA, the project’s core values, the land;
- Vision in harmony with the unique Southern Utah mountain region;
- Patience for careful site choice, material selections and landscaping elements which respond well to the existing site topography;
- Indigenous, sensitive and appropriate design taking into consideration the environmental and climatic conditions and elevations found existing between 9,600’ to 10,500’;
- Building foundations and ridgelines which are stepped to follow the land’s natural slope;
- Designs which incorporate architectural landscape extensions such as battered foundations, low walls and terraces with horizontal lines and ruggedness of the land’s existing natural features;
- Natural building materials such as stone, wood, concrete, naturally finished metals, authentic and local to the Southern Utah site or comparable Intermountain Western resort regions;
- Well-proportioned building massing and detailing;
- Designs with sustainable building goals, providing advanced energy efficiency and conservation achieved through advanced home systems via choices made in electricity, gas, wastewater, water, heating and natural cooling solutions, applying high performance systems, including water collection, solar, battery storage, low-voltage, radiant, and low-pressure applications;
- Focus on conservation of existing tree stands, design to key views, maintain privacy to others;
- Low water conservation practices and usage in outdoor landscaping plans;

- Lighting requirements specific with Dark Sky advanced community best practices and planning;
- Building heights purposely allowed to be kept low to the ground in varying neighborhoods, preserving privacy and key viewsheds;
- Roofs broad, low-pitched with deep overhangs, providing shade at windows, entries, porches;
- Ridgelines kept low, fragmented and stepped reflecting the rolling topography; and
- Building massing with emphasize on the indoor-outdoor relationship using clusters of room-sized volumes, outdoor rooms, and/or separate building wings for strong connection to the outdoors from all logical spaces. Separate building masses attached by arcades or breezeways.

The Design and Development Guidelines provide conceptual direction to both, individual homeowners, specific-site developers, merchant builders, and their design professionals and contractors involved with the siting, design and construction of homes or neighborhood developments in Aspen Meadows. They will be used by The Site and Architectural Review Committee (“SARC”) as general criteria to evaluate individual building homesites and/or selected residential and commercial development neighborhood site plans throughout Aspen Meadows. They illustrate approaches to site planning and architectural design that are compatible with the natural landscape and the desired character of the community.

The overriding intent of the Design Guidelines is to enable every individual homeowner, to enjoy and experience the majesty and solitude of Brian Head by ensuring that the development is subordinate to its natural surroundings - in essence, to make buildings, through sensitive siting and design, reasonably shielded from one another and to minimize visual impacts to the greater Aspen Meadows’ landscape.

ASPEN MEADOWS MOUNTAIN ZONING

The Design Guidelines are subject locally to the Land Use Code and Zoning ordinances adopted within the Brian Head township and as required within the Brian Head planning department, (referred to as “Brian Head Township Zoning”) along with specific regulations overlaid on all development within Aspen Meadows, (referred to as “Aspen Meadows Mountain Zone or Mountain Zoning”), which is an overlay of zoning applicable only to the Aspen Meadows community.

These two land use codes, Brian Head Township Zoning and Aspen Meadows Mountain Zoning land use conditions and codes, include more detailed requirements for site conditions, setbacks, building heights, density, uses, etc., in the overall Aspen Meadows’ community. These conditions, are purposely ones, which either, meet or exceed, existing code and zoning criteria and as approved within the Master Annexation and Development Agreement with Brian Head Township and Aspen Meadows.

SITE ARCHITECTURAL REVIEW COMMITTEE (SARC) DESIGN REVIEW

The Design Guidelines are to be utilized, implemented and enforced in a reasonable and consistent manner by the Site Architectural Review Committee (SARC) and its members, with design review in evaluating, administering, approving, approving with conditions, and/or disapproving all forms of development envisioned in Aspen Meadows as judicated by the Board of Directors of the Master Association for Aspen Meadows.

THE SITE AND ARCHITECTURAL REVIEW COMMITTEE

SARC RESPONSIBILITIES

The Site and Architectural Review Committee (SARC) has been created to review sitework and building plans on behalf of the Board of Directors for the Master Association of Aspen Meadows (the “Master Association”) for their adherence to the Aspen Meadows Design and Development Guidelines (the “Design Guidelines”). The members of SARC, and/or the experts who the Board of Directors of the Master Association may engage from time to time, either as members of SARC or as professional consultants to SARC, will have expertise in site planning and architectural design. Please refer to the Master Declaration of Covenants, Conditions, Easements and Restrictions (CC&R’s) for Aspen Meadows – A Planned Master Community for additional information on SARC’s responsibilities and procedures.

SARC is responsible for reviewing all residential and commercial development within Aspen Meadows. This includes, but may not be limited to, the following development activities:

- Any sitework, grading, building construction, or other site modification anywhere within Aspen Meadows, including all planned residential homesites, neighborhoods, commercial operations, ski villages, ski resort operations, ski trails, snowmaking, water facilities, public trails, civic uses and open spaces planned.
- Any renovation, expansion or changes to the exterior of an existing structure.
- Any landscape or site modifications to a homesite including areas outside the development envelope where driveways or low impact uses are permitted, or to any other area within Aspen Meadows.
- Any changes to the natural landscape, watersheds, including the clearing of native vegetation and removal of standing trees, anywhere within Aspen Meadows.

The specific purpose of SARC review is to ensure conformity with the Design and Development Guidelines. SARC will also assist in explaining and clarifying the Design Guidelines to applicants and their representatives and will communicate information in a constructive way throughout the review process. SARC’s objective is to encourage good stewardship of the land and sensitive architectural expression consistent with the high standards of quality for this unique mountain community.

The SARC review process is not in lieu but is in addition to the Brian Head Township review process. Any application for a building or site modification permit within Aspen Meadows must be reviewed by SARC to determine that it complies with the Design and Development Guidelines, but any such application must also be approved by the Brian Head Township planning department. Written SARC approval is necessary before access to water service and sewer service is granted to the homeowner by the Association. Proof of a water and sewer connection agreement is a prerequisite to the acceptance and approval of a building permit application by Aspen Meadows and the Brian Head Township.

SARC COMPLEMENTARY REVIEW PROCESS - PRIOR TO LOT PURCHASE

A complementary SARC initial review meeting is made available to all interested buyers who have gone under written contract with earnest money received and during their due diligence period, *prior to a new homesite lot purchase*. This initial review meeting has been designed to encourage early, initial dialogue by a representative member of the SARC with potential owners, their design team, and other affected parties, prior to an acquisition and closing of their new homesite lot, early in the evolution of their plans so that the basic physical factors and aesthetic qualities of their chosen homesite lot meets their needs.

Required review: Review of the (a) Aspen Meadows Design and Development Guidelines, (b) the Aspen Meadows Mountain Zoning Requirements, and (c) Chapter 9 – Land Management Code with Chapter 7 – Zone District Regulation requirements 9-7-1: R-1 Single Family Residential section.

These guidelines combined; (Design Guidelines, Mountain Zoning Requirements and Chapter 7 – Zone District Regulations) for design and zoning requirements for Single Family Homes are applicable to most new home lots within Aspen Meadows for informative information provided to the end buyer. All three (3) documents are required reading prior to this initial review meeting for the benefit of the buyer.

SARC REVIEW PROCESS AND SUBMISSION REQUIREMENTS - AFTER LOT PURCHASE

The SARC review process and submission requirements after a new homesite lot purchase, has been designed to encourage dialogue with new lot owners, their design team, and other affected parties early in the evolution of their plans so that physical factors and aesthetic qualities of the land can be fully understood and sensitively incorporated into the owners' further refined land use concepts. The process is intended to be constructive, not adversarial or unduly restrictive.

Direct personal participation by the end home owner in the review process, especially in the early stages, has resulted in significantly improved communication, often allowing for quicker application approval.

To be considered complete, an application for SARC review must include all the information requested on the application form in Appendix A and listed at each step outlined below so that the review process will be as effective and efficient as possible. Owners are encouraged to engage the services of a licensed architect familiar with mountain design that involves structures. They also are encouraged to employ a licensed landscape architect for the site design, or individual familiar with mountain landscape design.

Owners who are starting with an undeveloped homesite are encouraged to begin their design process with a conceptual master plan for the entire site so that proper relationships among all proposed and/or contemplated structures and site amenities can be anticipated, and the cumulative site impacts can be evaluated and minimized. A master plan evolves from a thorough understanding of the constraints and design opportunities unique to each homesite; it is intended to identify where the clustering of structures is desirable, where a separation between them is preferable, utilities, and where the access that serves all future facilities envisioned can be located to minimize the impact to the landscape. The absence of an effective master plan may affect the owner's subsequent ability to add facilities.

The cost of SARC's review, including the services of any of SARC's planning consultants, shall be covered through a fee for service paid by the applicant. Fees are based on the type of project for which SARC approval is sought and must be paid in full before the review process may commence. The amount of the fee required is subject to periodic adjustment by Aspen Meadows Master Association. Please refer to Appendix B for a current schedule of application fees. Application fees are subject to change without notice.

There are three steps in the SARC design review process.

STEP ONE – THE PRE-PLANNING MEETING

The SARC review process commences with a work session with SARC'S designated planning representative or consultants, the owner, and the owner's architect or design professional. The purpose of this meeting is to agree on basic parameters for development of the homesite that fully respond to the desires of the owner and the land use philosophy and operating policies of Aspen Meadows of which Aspen Meadows is subject. It is vital that the owner and the owner's architect or design professional attend this meeting in order to understand completely the goals of the design review process.

The primary focus of the work session will be an in-depth analysis of the owner's site, its physical constraints, and the particular visual and environmental sensitivities that must guide its development. SARC will review the Design Guidelines with participants, discuss how they apply to the project at hand, and explain the reasoning that determined the development envelope on the owner's homesite. It is very important that this meeting be scheduled *after* the owner has selected a design team so that all of those who will be involved in the planning of the site may attend. Also, it is important that the meeting take place *before* any conceptual plans are drawn for the owner. However, it is required that the owner prepare for the meeting by completing a certified site survey, by gathering images that illustrate the style of building contemplated and by making a preliminary list of the facilities and building elements to be constructed on the site.

The outcome of the work session will be a mutual understanding of the site constraints, the design opportunities unique to the site, the potential visual impacts to neighboring homesites and to adjoining Brian Head neighborhoods, if any, the possibility of environmental impacts (including the removal of trees and other vegetation) that may require mitigation, and any other site-specific concerns that the developer and the SARC members may have. It is expected that this early dialogue will give the owner constructive input when he or she is most able to use it and, in this way, will avoid the adversarial and potentially expensive effort that often attends conventional design review procedures.

At the discretion of SARC, the requirement for this meeting may be waived for applications that concern minor changes to existing structures or landscape.

SUBMISSION REQUIREMENTS FOR THE PRE-PLANNING MEETING

- A certified site survey of the homesite showing platted property boundaries and, at least within the development envelope and the driveway corridor, topography at two-foot (2') contour

intervals or better. The survey must indicate easements, creeks, riparian areas, designated wetlands, mature trees, tree groupings and groves within the area to be developed.

- The certified site survey should also indicate existing and proposed man-made improvements, including utilities, hydrants, power transformers, water meters and valves, retaining walls, bridge and tunnel structures, abutments, and toe of slopes where roads run adjacent to the sites.
- A copy of the Site Plan per individual Homesite lot prepared by the developer.

STEP TWO – CONCEPTUAL DESIGN REVIEW

Formal SARC review begins with the owner's submittal of conceptual site and building plans. Conceptual review is intended to provide more detailed direction and guidance to the Owner and the Owner's design team by the specific identification of any site or development issues and concerns that, in the opinion of SARC, must be resolved.

Conceptual drawings typically indicate overall design and site planning directions but are not intended to fully resolve all technical or design issues. They illustrate (1) the siting of conceptual building program elements; (2) the preliminary resolution of building form and massing; (3) the Owner's general thoughts about architectural character, style, and materials; (4) the visual and functional linkages; (5) the view relationships with neighboring sites; (6) the grading required for driveway access and the siting of the building; and (7) the general extent of site disturbance.

SCHEDULING A CONCEPTUAL REVIEW MEETING WITH SARC

Upon request by the applicant, a conceptual review meeting of SARC may be scheduled with three weeks advance notice. The conceptual review is an open meeting. At least fourteen (14) days prior to the meeting, individual notices will be sent to all adjacent property owners and a general notice will be posted inviting any interested property owners within Aspen Meadows. A complete package of conceptual plans must be submitted to the development offices of Aspen Meadows, no later than one week prior to the scheduled meeting.

The owner and/or his/her design representative shall make an informal presentation at the meeting to outline the development program and design goals. Feedback from SARC members will be more substantive if the underlying rationale for the applicant's design decisions is well articulated. SARC will evaluate the conceptual plans for conformity with the Design and Development Guidelines and the concepts discussed during the pre-planning meeting.

Within one week following the conceptual review meeting, SARC shall issue a written response to the applicant that records outstanding issues and concerns and summarizes SARC members' comments. If unresolved issues appear to warrant it, SARC may recommend a follow-up meeting with the applicant before SARC's written response and before the plans are submitted for final review (step three).

SUBMISSION REQUIREMENTS FOR CONCEPTUAL REVIEW

Applicants for conceptual design review shall submit the following:

A conceptual site plan with grading plan indicating the proposed boundary of the development envelope, the driveway corridor, and the driveway alignment within it; the location of all planned improvements and structures, including outdoor activity areas, fencing, retaining walls, and water features; all utility lines and any related utility easements required by service providers; and the ski-in/ski-out locations (which, whenever possible, should follow the alignment of existing disturbed areas, e.g., a sewer lateral alignment). The plan shall also indicate the estimated limits of grading and site disturbance within the development envelope and preliminary finish grades and floor elevations at doorways and paved surfaces. Drainage should be clearly depicted through the indication of swales and proposed drainage structures. Format of presentation materials may be at the discretion of the designer, however, one 11" x 17" color copy of the plans is required for SARC records.

- All submission requirements for the pre-planning meeting should be incorporated into the plan documents submitted for conceptual review.
- The conceptual site/grading plan shall include the proposed removal of vegetation for forest fire suppression purposes. Fire suppression issues should be discussed with the Brian Head Town offices for Public Safety / Fire Department prior to Conceptual Plan Review. If it is the desire to implement the Public Safety / Fire Department's recommendations, the recommendations must be in writing from the Public Safety's offices and presented to SARC at the time of Conceptual Plan Review. Removals of vegetation for fire suppression purposes must be considered as part of the Conceptual Plan Review since such removal may impact the visibility and siting of the improvements.
- Conceptual floor plans, roof plans, sections, and elevations of all structures, including accessory buildings. Building plans and elevations shall be at a minimum scale of 1/8 inch = 1 foot, or larger, provided the sheet size does not exceed 24"x36".
- A preliminary landscape plan illustrating concepts for framing or screening important views to and from the structures. The plan should show all trees and other native vegetation to be removed, new plant groupings added by massing and describe generally the types and quantities of plants (trees, shrubs, ground covers) to be added to the site.
- A description of desired exterior finishes, building and paving materials, and colors.
- A simple foam block study model or computer-generated study model of the building within the development envelope is strongly recommended, though not required, as an effective means of evaluating conceptual massing and siting of the house.

In addition to all drawings and materials listed above, the applicant shall survey and stake the corners and ridgelines of the proposed structures, the centerline and edges of the proposed driveway, and the limits of site disturbance. Staking shall indicate the actual height of the proposed structures by means of story poles where required by SARC and the most visual portion of the structure(s) highlighted with an green marking by the developer for ease of recognition from off-site or from an adjoining road. Each stake shall be numbered. A staking plan superimposed on the site plan shall be submitted showing the

location and number of each stake. Conceptual approval shall not be given to the applicant prior to the review of the staking by SARC. SARC shall conduct an on-site review of the staking in conjunction with the Conceptual Plan Review and prior to written approval of the Conceptual Plan.

STEP THREE – FINAL PLAN REVIEW

SCHEDULING THE FINAL MEETING WITH SARC

Final plan review cannot occur prior to receipt of written approval from SARC of conceptual plans. Upon request by the applicant and with at least three (3) weeks advance notice, a final review meeting of SARC will be scheduled. The final review by SARC is an open meeting. At least fourteen (14) days prior to the meeting, individual notices will be mailed to all adjacent property owners. A complete package of final plans must be submitted to the development offices of Aspen Meadows no later than one week prior to the scheduled meeting.

It is strongly recommended that the Owner's design team attend the final plan review to present the plans. SARC will review the construction drawings and final site plans for conformity with the Design and Development Guidelines and determine whether all outstanding issues discussed in previous review sessions have been resolved.

Within fourteen (14) days of the meeting, SARC shall either approve, approve with conditions, or disapprove the final plan, or extend the approval date by issuing a request for further information. The notice of approval shall be in writing and will be sent to the applicant and the Brian Head Township planning office. If an application is denied, the applicant may resubmit a revised plan at any time. Subsequent review may be subject to the payment of an additional fee.

SUBMISSION REQUIREMENTS FOR FINAL REVIEW

The final submission package shall respond to issues raised by SARC in earlier phases of review and shall include the materials listed below:

- Final site plan at a scale of 1 inch = 20 feet, indicating layout and dimensions of the development envelope, all building and accessory elements, the driveway, all utilities, and all landscaped areas. All utility or other easements must be surveyed and clearly indicated on the plan with bearings and distances, which dimensions must correspond to a legal description.
- Final building floor plans, roof plans, sections, and elevations at a scale of 1/8 inch = 1 foot.
- Final grading and drainage plan.
- Conceptual landscape plan detailing all plantings by species, size and quantity. Native, low-water plant species are strongly recommended (a list of approved species suited to the microclimates found in Brian Head is included in Appendix C). A Final Landscape Plan (including an irrigation plan, water source and estimated water usage) shall be submitted by the applicant prior to 4-way inspection and is subject to the review and approval of SARC. Submittal of the Final Landscape Plan, and its review by SARC, is deferred until this point to ensure that

the ultimate landscape improvements address and mitigate all areas disturbed in the construction process.

- Final material samples, specifications, product cut sheets, and color samples for all exterior finishes.
- Construction details, sections and elevations as needed to illustrate design intent and any accessory elements such as swimming pools, spas and other outdoor facilities.
- Exterior lighting plan, with cut sheets or details of all fixtures.
- Details of proposed entry monument and/or gates, if any.
- Development phasing plan, if appropriate.
- A Construction Mitigation Plan showing limits of disturbance fencing, silt control fencing, construction staging areas, topsoil storage areas, proposed construction parking areas, construction entrance detail, tree protection, dust control, etc.
- An Erosion Control Plan which complies with Brian Head Township requirements.
- A revised study model is not required but would be helpful in the final review.

In addition to the above, the applicant may be required to provide staking of the site in addition to that required at Conceptual Plan Review if SARC determines that there have been material changes to the proposed structures since conceptual approval.

ZONES AND PERMITTED USES

HOMESITE ZONES

Each Aspen Meadows lot parcel is referred to as a “Homesite” and is comprised of three zones:

- (1) The development envelope zone;
- (2) The driveway corridor zone; and
- (3) The natural open space zone.

HOMESITE LOT PARCEL TYPES AND SIZES

Each Homesite lot parcel size overall envisioned in Aspen Meadows is comprised of three lot types:

New Home Lots: *Just under 1 acre to 2 acres.*

Estate Home Lots: *2 acres to 5 acres.*

Ranch Lots: *5 acres and larger.*

A mix of Homesite lot parcel “types” and Homesite lot “sizes” in acres, will purposely exist in various neighborhoods envisioned throughout the development based on utility conditions, privacy goals, recreational amenities, circulation walking paths for each neighborhood, slope conditions and viewsheds.

CONCEPTUAL HOMESITE – SPECIFIC SITE PLANS BY LOT

A Conceptual Homesite Site Plan (“Site Plan”) has been prepared by the developer to reflect the analysis for each Homesite to highlight the site-specific constraints, easements, elevations, viewsheds, and opportunities that should be considered in site planning and to define the general location of the development envelope and a possible location for the driveway corridor. Site Plans are available for all adjoining lots, for all adjoining owners, to best understand neighboring impacts upon request.



Figure 6: Homesite Zones

THE DEVELOPMENT ENVELOPE ZONE

Homesites identified on Site Plans and within Aspen Meadows have been designed to optimize views and solar access, facilitate driveway access, tie-in to utilities, and to encourage development that conforms to the natural terrain with minimal grading. Within all site plans, are Development Envelope Zones, for each Homesite, where all structures are intended.

The property boundaries of each homesite have been determined with the objective of promoting the rural, mountain character of the community, the key components of which are maximum visual separation and privacy between Homesites within various planned neighborhoods and minimal visibility

of development as viewed, from outside the Aspen Meadows community, from the adjoining viewsheds and as seen from the recreational trails within the Aspen Meadows community.

In some areas of Aspen Meadows, where the topography is gentler, there are natural or manmade amenities such as mountain ponds, recreational planned areas and meadows among various planned neighborhoods. These features may be the focal point or represent the prominent view shed for multiple homesites that may look upon each other; therefore, in these instances the ability or requirement to have visual separation between structures does not always exist.

Some Homesites do not have significant elevation differences from surrounding and/or adjacent properties. These designated sites are identified on the phase plat and individual site plans. The planting of vegetation in some view corridors may be prohibited to protect neighbor's view corridors.

An individual site plan for each lot has been prepared by the developer to suggest the best location for the center of the development envelope for most planned neighborhoods, with new home lots and estate home lots sizes ranging from approximately 1 acre up to 5 acres in most cases and larger ranch lot sizes ranging from approximately 5 acres and larger. This center point identified in a "development envelope" of each lot is approximate and has been located in the field and is designated by a green marking as each neighborhood and phase is introduced by the developer. However, in consideration of the size of larger Homesite and the desire to provide the Owner with reasonable design flexibility, SARC may consider proposals for alternative development envelopes on any lot, provided it can be adequately demonstrated by the applicant that the alternative location accomplishes the objectives of the Guidelines. If SARC and the Owner cannot agree that the alternative development envelope accomplishes the planning objectives of the Guidelines, then the conceptual development envelope indicated on the individual site plan will constitute the default location. Once a development envelope has been established, the owner then must abandon all other possible development envelopes.

There are a few cases where SARC has no discretion to adjust building envelopes based on utilities, size of lot, ski bridges, roadways, waterways, etc.; these lots are designated on recorded plats and/or specific site plans. For these specific lots all structures must be constructed within the building envelope.

In order to maintain a defined edge between improvements and the natural environment, all structures and site improvements except the driveway should be contained within the development envelope. This includes the primary residential structure, guest house, barn and other accessory buildings, and all ancillary facilities such as patios, decks, dog runs, gardens, lawns, paved areas, pools, and other recreational facilities.

DEVELOPMENT ENVELOPE SITE COVERAGE

An owner generally is not permitted to exceed 20,000 square feet of total site coverage within the development envelope, or no more than 25% of any total individual lot size measured in square feet overall and is permitted a minimum of 2,000 square feet of total site coverage to begin design within any development envelope. These coverage amounts are intended to minimize visual impacts, enhance and environmental impacts, caused by the construction of impervious surfaces and the effect of other changes to the natural landscape, such as established meadows, protected viewsheds, open space areas and drainage patterns.

“Total site coverage” of the development envelope is defined to include the footprint of all structures, all impervious terraces, roof overhangs, decks, patios, pools, outdoor living and entertainment spaces, and all other impervious surfaces, including paved recreation areas, sport courts, and hard surfaced indoor and outdoor parking spaces. The driveway, up to the point where it widens in front of the garage, is not included in the total site coverage of a development envelope since the area contained within in the driveway will be determined largely by topography and will vary in length from one homesite to another. Exceptions to the total site coverage limit, other than those previously approved by the developer at platting, may be requested and may be approved by SARC provided the development area is not visible from off-site and the proposed improvements to the site otherwise comply with the Design Guidelines and Design Principles.

Consideration by SARC of a request for an exception to total site coverage, shall be based on established criteria, including, but not limited to the following: overall lot size, topography, siting, visual impact, design, building materials, and the improvements proposed to mitigate the impacts of the increased site coverage, including, but not limited to, landscaping and drainage improvements. Exceptions generally would be appropriate only on the largest Homesites within Aspen Meadows; provided, however, total site coverage on any one Homesite shall not exceed 40,000 square feet.

THE DRIVEWAY CORRIDOR ZONE

The location, alignment and size of the driveway corridor zone will be determined during the design and approval process. Suitable driveway alignments have been identified for all Homesites, but the Owner may request to modify the location of the corridor and the point of access from the main road provided it is clear from the plans that the change does not exacerbate site impacts, considerations to adjoining lot owners, and provided it is approved by SARC. The dimensions of this zone shall not exceed the disturbed area of site work required for driveway construction.

THE NATURAL OPEN SPACE ZONE

This zone encompasses all areas of the Homesite that are outside the development envelope and the driveway corridor. Except for land and forest management, maintenance of roads and common facilities, and utility construction, no development activity is permitted in this zone. Land management activities such as, wildlife habitat enhancement, revegetation, reforestation, slope and creek bank stabilization, and selective thinning of trees pursuant to the recommendation of a forest management plan or for fire mitigation or suppression purposes may only be undertaken with the approval of the Master Association Management of Aspen Meadows.

THE DEVELOPMENT ENVELOPE PERMITTED USES

A development envelope has been initially established for each Homesite in Aspen Meadows, but an alternative location may be asked to be considered and approved during the design review process if SARC reasonably determines that the Design Guidelines and the Design Principles are not compromised by approval of the alternative location.

Permitted uses within the development envelope:

- A single-family home
- A guest house (generally not to exceed a total footprint of 2,500 square feet)
- Barns and accessory out-buildings, including care-taker quarters (the square footage of which is left to the reasonable discretion of SARC based on its determination of the appropriate Total Site Coverage of any development envelope.)
- Recreational facilities such as swimming pools and spas
- Building pad grading approved by SARC
- Low-level site lighting not visible from off-site
- Approved fencing
- All uses listed under driveway corridor below

THE DRIVEWAY CORRIDOR ZONE PERMITTED USES

Permitted activities within the driveway corridor:

- Vegetation removal and revegetation with native plants (see Appendix C)
- Road bed grading and paving
- Entry monuments as defined by the Guidelines
- Drainage improvements and erosion control measures
- Retaining walls and other slope stabilization measures
- Utility service extensions
- Low-level lighting to illuminate the required street address monument

THE NATURAL OPEN SPACE ZONE

Permitted uses within the natural open space zone:

- Hiking, biking, ski ways, ski trails and within the ranch neighborhoods, equestrian trails
- Pastures and meadows
- Ponds
- Picnic areas and roofed picnic shelters without walls

Prohibited uses within any areas of a Homesite:

- Site work or grading not approved by SARC and Brian Head Township
- Buildings of any kind, except picnic shelters as stated above
- Fencing (except as allowed in the fencing section)
- Exterior lighting (except as allowed in the lighting section)
- Clothes lines or clothes poles
- Tents, Yurts, or Fabric structures of a permanent nature
- Vegetation removal, except as approved by SARC

DESIGN STANDARDS

These Design Guidelines address both site planning and architectural design. Site planning standards apply to site improvements, the siting of structures, and modifications of the natural landscape within the driveway corridor and the development envelope. Architectural design standards apply to the design, form, massing, and character of structures in the development envelope.

SITE PLANNING STANDARDS

Every Homesite in Aspen Meadows has unique natural features and character that should be preserved and reinforced. It is these natural attributes that provide the strongest clues for design form. When used for inspiration, they are essential tools to achieve buildings and site improvements that are integral to the natural landscape and uniquely well suited to an individual site. This is the most important goal of Aspen Meadows's site planning guidelines.



Figure 7: Site Planning Guideline

DRAINAGE

Natural drainages that traverse the Homesites generally shall be maintained in their original condition, although SARC may grant exceptions if it reasonably determines that the quality of the overall site plan is improved by such an exception and that adequate mitigation measures have been included to ensure the quality of the natural drainage is not compromised by the change. Eroding areas must be stabilized and revegetated promptly to avoid siltation damage to the surrounding environment and to maintain high water quality in area creeks, streams and ponds.



Figure 8: Grading and Drainage

If it is proposed that construction and development will obstruct or redirect natural drainage patterns, surface run-off should be carefully redirected to existing streambeds or new swales designed to look natural. Swales may be required above new cut or fill slopes to protect them from erosion. Subsurface drainage systems are not recommended in this climate.

Paved and impermeable surfaces should be minimized. Concentrated drainage onto neighboring properties in excess of pre-existing, naturally occurring volumes is not permitted.

Where driveways must cross creeks or other natural (perennial or intermittent) drainages, bridges are recommended rather than culverts. Culverts may only be used with SARC approval and the approval of the Utah State Division of Natural Resources, as applicable. The exposed intake and outfall ends must be screened with stone and cobble to make them more natural in appearance.

DRIVEWAYS AND PARKING

Access driveways and surface parking areas will have significant impacts on any mountain site. These necessary functional elements must be located to limit disturbance of vegetation, avoid unnecessary cuts and fills, and minimize their visibility. The primary goal in planning the driveway is to work with, not against, variations in the natural topography and to avoid scars on the land that would be difficult to revegetate or restore to a natural appearance.

The maximum grade on driveways shall not exceed 12% slope and should conform in all respects to the driveway requirements of the Brian Head Township. Among other things these requirements state that

no driveway can have more than a total of two hundred fifty feet (250') at twelve percent (12%). The first twenty feet (20') from the edge of any paved surface shall not exceed five percent (5%) slope.

Minimum driveway widths typically shall range from a minimum of twelve feet (12') allowed, to an average of fifteen feet (15') of driving surface except in the case of extremely long driveways, where the Brian Head Public Safety / fire department may require a wider dimension to provide, in emergencies, passing for emergency vehicles. Aspen Meadows regulations specify that all driveways, whether or not locked with gates, must provide approved turn-outs for emergency vehicles where the driveway meets the building pad and every two-hundred feet (200') for longer driveways.

Paving of driveways on any development Homesite under construction is recommended but not required to be completed at time of completion of the home. Paving is required within a one-year period, beginning on the date of receiving the certificate of occupancy for the home. If the driveway will not be paved for any extended period of time during multi-year construction cycles, special care must be taken to provide proper drainage and to control erosion and dust.

All reasonable efforts shall be made to minimize the visual impact of driveways and to screen them from interior neighborhood circulation roads and major roadways and drives with earth berm landscaping techniques. Driveways should intersect the main road as close to a right angle as possible and curve as soon as practical to avoid exposing a long linear view of the drive from the main road. (Not possible in all cases and exceptions allowed.)

All homesites must provide for their own parking requirements within their development envelopes and driveway corridors. No parking will be permitted along the roads or common driveways within the community. Parking along the road or common driveways for large special events, such as family reunions, weddings, home tour events, developer sponsored launches, community events, concerts, must be approved in advance by the Master Association management. Each Homesite must provide one parking space per bedroom, at least two of which must be covered parking spaces in a garage attached to the main house or in a separate structure. For guest homes, one parking space per bedroom, and one or more which must be covered parking space(s) in a garage attached to the guest home or in a separate structure. To minimize impervious surfaces, paving of large areas for parking is not encouraged; gravel, unit paving on prepared under base and sand, and other materials are recommended.

Exterior parking of accessory vehicles of any type, such as Side-by-sides, ATV's, RV vans, boats, trailers, travel trailers, mobile homes, truck campers, recreational vehicles, or tractors, is prohibited everywhere within Aspen Meadows. Indoor RV storage spaces are envisioned in the future development plans within the light industrial area of Aspen Meadows and outdoor storage spaces will be considered to be made available based on demand on a monthly rental fee basis.

ENTRY GATES AND MONUMENTS

While it is not encouraged, Owners are permitted to install entry gates and/or entry monuments provided they are at a distance from the road adequate to make them relatively inconspicuous. The design and location of the gates and monuments must be approved by SARC. Owners who choose to install gates

must provide turn-around space outside the gates where visitors who arrive at locked gates would otherwise be required to back out onto the main road or down a long or narrow drive. Gates are required to be located in, at least fifteen feet (15') from the edge of the main road right-of-way, that the distance between gateposts be four feet (4') wider than the finished driveway width, and that the gates open inward only. If electronically operated, the gates should be equipped with a receiver to permit emergency services and snow-plow operators to access the property with a transmitter. If the gates are locked, an approved lock box must be installed with record on file with Master Association offices.

FENCING

There are two categories of permitted fencing: fencing that is within the development envelope and fencing elsewhere within the Homesite.

Fencing outside the development envelope is generally permitted only along the main roads and open meadow edges. Three basic fence types, illustrated below, have been designed for use in these areas. If an owner desires to install a fence outside his/her development envelope, they must select from one of these three types and obtain SARC approval to construct it. The fencing should be coordinated with existing fence designs found within the immediate neighborhood.

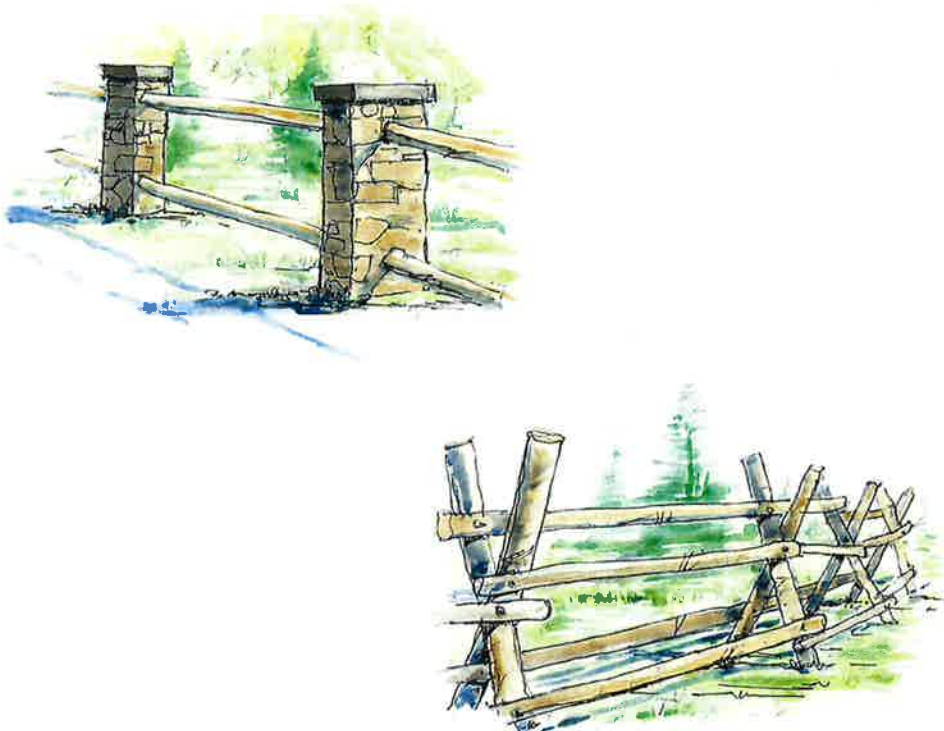


Figure 9a: Approved Rail Fencing Designs

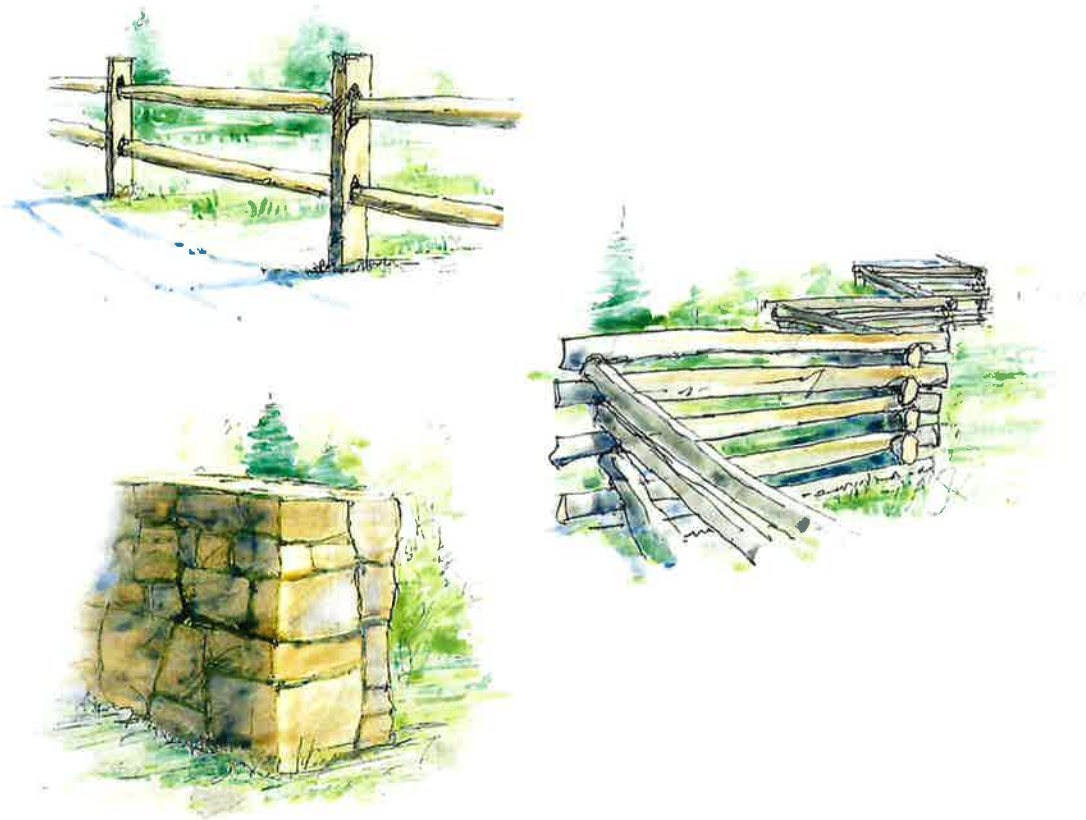


Figure 9b: Approved Rail Fencing Designs

Within the development envelope, fencing, garden walls, dog runs, privacy walls and corrals must appear as an architectural extension of the building and be constructed of the same or compatible materials or be selected from one of the three approved rail fencing designs. Perimeter and lot line fencing is prohibited.

No fencing of any kind is permitted within the driveway corridor.

GRADING

The objective in site grading shall be to preserve the integrity and form of the natural landscape by responding sensitively to existing topography and maintaining the natural pattern of drainages, washes and creek beds. All work on any site must be done in a manner that minimizes disruption to natural ecosystems and the alteration of existing topography. Development envelopes have been identified in locations that generally avoid important natural features and steeper slopes, thus facilitating sensitive siting and reducing the amount of grading that will be necessary to construct buildings and site improvements.

Grading at all times shall be consistent with the provisions of the Brian Head Township and the Aspen Meadows Mountain Zoning development code (the “Code”) which, from time to time, may be amended.

As set forth in the Mountain Zoning Code, “Natural Grade” shall be defined as the elevation of the natural ground before any development, excavation and/or filling, and “Finished Grade” shall be defined as the elevation of the finished ground after any proposed development, excavation, and/or filling. (Refer to the “Code” and the Section on “Building Form, Height and Massing” in these Guidelines for application of grade definitions to structure height.)

Since the primary objective of Aspen Meadows’ Design and Development Guidelines is to minimize the off-site visual impact of structures, in those instances in which it is clear that exceptions to the general intent of this Section are needed to reduce visual impact, SARC may approve or require significant alterations to the natural landform under and within the footprint of a structure to lower the Finished Grade if the result would be to reduce apparent height, mass and visual impact.

Building on slopes steeper than a 30% gradient is prohibited; provided, however, exceptions may be approved by SARC if: (a) SARC reasonably determines that the portions of the proposed development site that exceed 30% are peripheral and limited in area and the average slope of the development site is under 30%, and (b) Brian Head Township regulations otherwise permit such exceptions.

Grading shall occur only within the development envelope and the driveway corridor. In exceptional circumstances, grading elsewhere may be permitted when approved by SARC, or when the work is carried out by the Master Association as part of its land management responsibilities.

As much as possible, cut and fill grading quantities should balance to minimize heavy truck traffic to the construction site.

All lot development must generally conform to the existing landform. Grading shall be minimized. The extent of any grading shall be approved by SARC based on a determination not only of its impact on the natural landform and existing vegetation but also on the determination of the visual impacts that may result from grading.

The maximum gradient allowed on cut and fill slopes shall not exceed 2:1. However, because soil on fill slopes as steep as 2:1 is difficult to protect from erosion, it is recommended that these slopes be gentler in gradient wherever the terrain permits (3:1 is a more workable maximum gradient for successful revegetation). All approved cut and fill slopes shall be revegetated by the placement of topsoil and plant materials appropriate for slope stabilization within the time frame specified by SARC. When slopes are greater than 3:1, SARC require soil stabilization mats.

Topsoil should be separated from other excavated material and stockpiled on site for later re-use.

Newly constructed berms, or earth forms, if used to screen parking or accessory elements, must appear as natural landforms. Side slopes typically should not exceed 3:1, and the sides and top of the berm should undulate.

LIGHTING

Outdoor and indoor lighting will be carefully reviewed to assure that the neighboring properties are protected from direct light sources and that all residents and guests may enjoy the night sky. Exterior site lighting will be approved where it is necessary for safety and easy identification of driveway and building entries and then, only when it has been determined by SARC that such lighting (a) cannot be seen, or (b) the impacts to nearby homes within the Aspen Meadows community or Brian Head Town has been adequately mitigated. (Please refer to the Brian Head Township development code for limitations in addition to those outlined below.)

Exterior lighting will not be permitted anywhere outside the development envelope and the driveway access corridor. In the driveway corridor, one low-intensity light with a hidden source is allowed where the entry drive intersects the main road for the sole purpose of locating the entry and illuminating the rock street address monument. Additional low-wattage lights are permitted along the driveway wherever needed to illuminate curves. Pole-mounted lights are discouraged but may be permitted within the development envelope when it is determined by SARC that the propped fixtures are a full cut-off variety that directs all light downward.

Within the development envelope, the illumination of vegetation or structures with up-lights will be approved only if not visible from off-site. Fixtures should shield the lamps so that the light source cannot be seen.

PLANTING

The emphasis in landscape design throughout Aspen Meadows shall be to create the appearance of an undisturbed natural landscape. Planting compositions that echo natural vegetative patterns and plant species that are indigenous to the local area are required everywhere outside the development envelope and strongly recommended within it.

Meadows, both natural and man-made, are a major organizing element of the Aspen Meadows landscape. They provide great spatial variety and interest, superb distant views, improved wildlife habitat and reduced wildfire risk. Existing meadows and the forest and shrub vegetation that defines their edges are fundamental to the natural character of the site and must remain undisturbed. Where forest trees are thinned and new, man-made clearings are developed to open views, the resulting landscape should continue the pattern of natural forest breaks, with feathered meadow edges and a gently sloping ground plane of grasses and wildflowers. To preserve the meadows as an essential landscape feature, no new planting or removal of existing vegetation will be allowed outside the development envelope or the driveway corridor except as approved by SARC for landscape restoration, wildlife habitat improvements or the enhancement of trails, ski trails and ski ways.

No tree removal is permitted anywhere within a homesite without SARC approval. SARC may approve some thinning of forest trees within a primary view corridor from the main house but will not allow clearing where forest cover is essential for screening of views from neighboring homesteads or for preserving key viewpoints and scenic open space viewsheds. Mature forest specimen trees within the

development envelope and the driveway corridor must be identified on a site survey; SARC will not approve their removal unless there are no feasible alternatives. Trees deemed unhealthy may be felled with SARC approval (see Appendix D, Tree Removal Procedures).

Removal of vegetation for fire management purposes should be discussed with the Aspen Meadows Master Association at the time of Conceptual Plan Review. Removal of vegetation pursuant to the requirements of Aspen Meadows Fuel Reduction Plan must be considered as part of the Conceptual Plan Review since such removals may impact the visibility and siting of the improvements. All disturbed areas that are not paved or graveled shall be revegetated with appropriate native plant materials from the approved plant list in Appendix C. Owners are encouraged to utilize plant materials that require little water other than that initially required for their establishment and to use slope-stabilizing shrubs and ground covers on new cut and fill banks.



Figure 10: Landscape Guidelines

The design and scale of newly landscaped areas must reflect and integrate well with the natural mountain landscape. New plantings should complement native plant communities and should be visual extensions of existing vegetation masses and edges. Plant groupings (massing) should look natural in form, scale, and position on the land. Plant species shall be selected from the approved plant list, except in limited areas near the primary residence, where non-natives are permitted. Care should be taken to choose plant materials, whether native or not, that are well-suited to the high alpine elevations of Aspen Meadows and its microclimatic variations found in sunlight, soil, and moisture conditions in the locations where they will be intended to be placed.

A mix of sizes for newly planted trees is desirable to emulate natural patterns of forest growth. Minimum height for new coniferous trees intended to fulfill SARC conditions of approval shall be at least six feet (6'), with a minimum caliper of two inches (2"), but the number and size of all trees shall

be shown on the final landscape plan approved by SARC and shall be selected from the approved plant list.

Within the development envelope, plantings in areas immediately adjacent to the residence are not restricted and may include ornamental plants that are not native to the local area. However, because the natural landscape is considered the most important character-giving feature of Aspen Meadows, manicured or groomed yards and lawns shall be enclosed by building, walls or natural screening elements so that they are visible only from within the Owner's own Homesite.

A layer of mulch at least three inches (3") deep is recommended in all plant beds to reduce evaporation of moisture from the soil.

For local resources for trees, native plantings, Utah-based seed companies, and forestry or landscaping professionals, contact SARC or the Aspen Meadows development office.

PETS AND WILDLIFE

On certain Homesites, specifically within the Ranch neighborhoods, horses may be permitted if the Homesite has been designated for the keeping of horses as provided in Section 4.1 of the Declaration of Covenants, Conditions and Restrictions for Aspen Meadows. The Association shall strictly limit the number of horses permitted on any Homesite, which number may vary depending on the size, location and special circumstances relating to the specific Homesite involved. The riding of horses shall be permitted only on designated trails created by the developer and in other areas, along with storage and boarding of same which the Declaration specifically designates its location(s), or which from time to time the Master Association, Developer, and/or Declarant may designate for such use.

Animal barns may not be located closer than sixty feet (60') from any dwelling. A Low Impact Permit must be approved by either Brian Head Township and/or Iron County to authorize construction of a barn and/or associated corrals for animals.

Dog runs and animal pens are recommended to be enclosed and covered to protect pets from predators. To protect birds and wildlife, dogs and cats must be accompanied and on a leash at all times when outside the immediate residence compound. Homeowners with home designs with the additional installation of "dog-flap" entrances for their pets are reminded of the potential of larger predators in the mountains entering a residence by these means, such as mountain lions, bears, coyotes, and large birds of prey and should take notice of the importance of consistent and clear visibility to all outdoor spaces while their loved ones are outside. Small footprints of planned fenced-in pet lawn play areas with approved railing or approved pet-retaining style fencing that appears as an extension of the residence may be considered. Owners are subject to fines by the Master Association for all free-roaming pets.

All outdoor trash containers must be of approved, animal proof designs. All trash containers must be kept in completely enclosed structures. Homeowners are required to exercise reasonable judgment and take reasonable measures to avoid creating attractive nuisances for wild animals.

PONDS

Owners may be permitted to construct ponds and other water features on their Homesite if the design does not cause visible scars, excessive grading, unacceptable removal of forest vegetation, or instability of slopes. Water features must be natural in appearance. It is recommended that banks be planted with native species that provide attractive riparian habitat. Dams should be placed where their length and height can be minimized and they do not appear artificial in form.

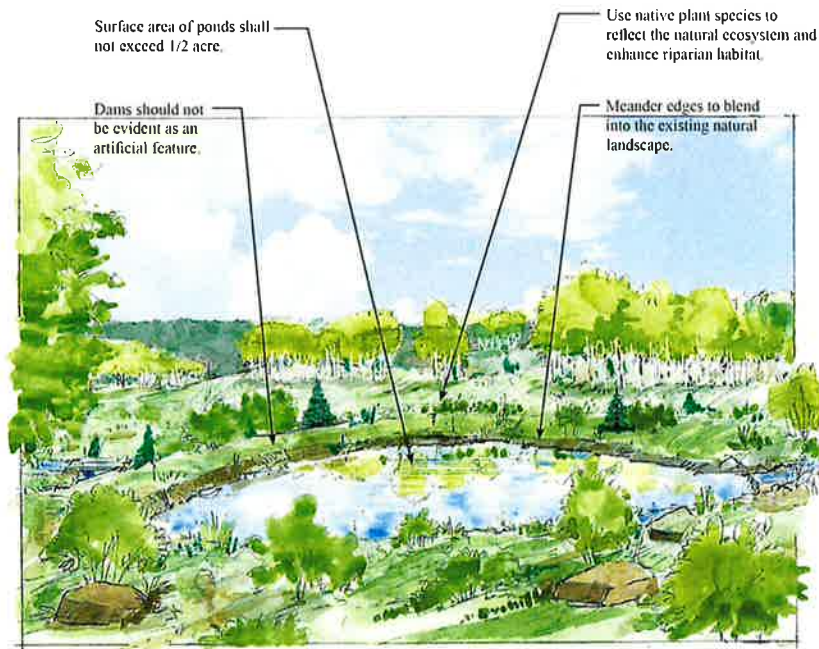


Figure 11: Ponds

The Central water system may not be used as the source of water for a pond unless the pond water is re-circulated. To prevent unnecessary water loss, all ponds shall be lined. Engineered drawings are required for any pond or decorative pool and must be submitted to SARC for approval. The Owner shall be responsible for purchasing from the water service provider adequate water to supply the pond and ensure adequate water levels and circulation in order to prevent stagnation or unsightly conditions.

RETAINING WALLS

All retaining walls must be approved by SARC. Wherever possible, retaining walls should appear to be an extension of the foundation walls of the residence and are subject to the same criteria relative to color, materials, and durability as the building itself. If not connected to the residence, walls should be constructed of architectural materials compatible with those employed in the residence. Otherwise, natural stacked stone walls are preferred. Stone walls should appear to be structural, not veneered, and deep-raked mortar joints are preferred. Sedimentary sandstones, indigenous to the Brian Head area, are strongly recommended. Unfaced, poured-in-place concrete may be used with SARC approval. Concrete block, brick and railroad ties are discouraged and any use of these materials would require specific SARC approval.

The maximum total vertical exposure of approved walls shall not exceed eight feet (8') unless SARC determines that an exception is warranted because of extraordinary circumstances or unavoidable topographic constraints. Where walls taller than eight feet (8') would be required to solve a grading issue, terracing with multiple walls is recommended, with a designed planting-area of at least thirty inches (30") between each wall section.

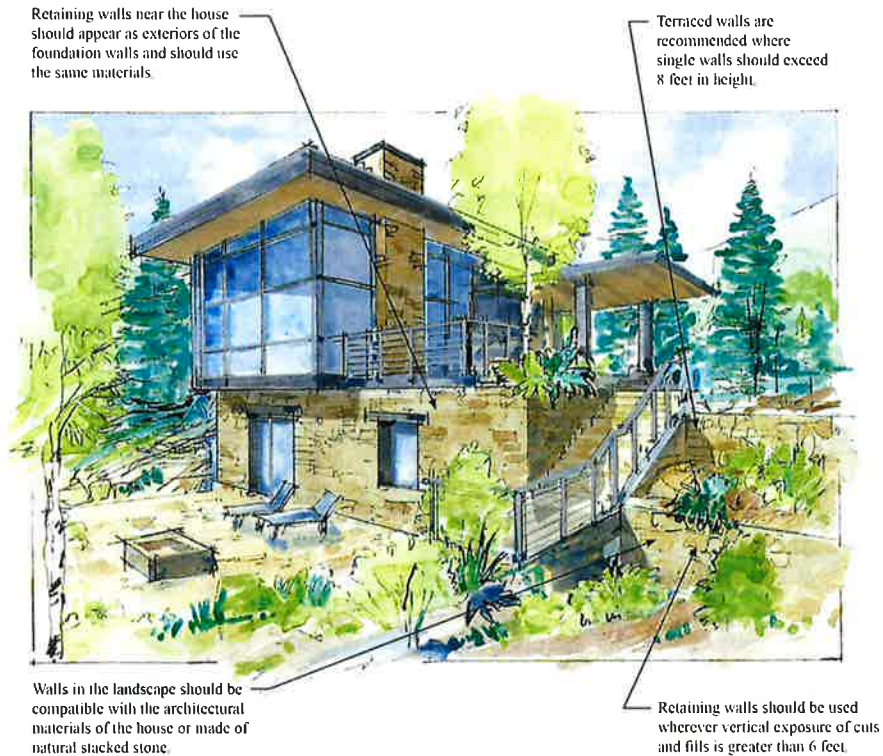


Figure 12: Retaining Walls

SETBACKS

The boundaries of the development envelope, at a minimum, must respect all Brian Head Township and setback requirements. However, since the hallmark of these Guidelines is to ensure, through sensitive siting of development, the enjoyment of the natural landscape, and the privacy of each Owner, setbacks may substantially exceed Brian Head Township standards within the Aspen Meadows Mountain Zoning and wherever SARC reasonably determines it is possible or appropriate to do so. Unless an exception is granted by SARC based on a determination that peculiar site conditions warrant an exception, setbacks should be sufficient to preserve a forested buffer between any proposed development and the vantage point of another Owner or the public from which the proposed development potentially may be viewed. As such, general setback requirements may vary for each Homesite at the sole discretion of SARC. It is required by SARC that all structures are setback from community ski trails and ski ways a minimum of forty feet (40') as called out in the Mountain Zoning requirements. The final setback requirements shall conform to the limits of the final development envelope approval by SARC. In general, Owners and SARC shall refer to the recorded plat and the individual site plans for each Homesite for any specific setback requirements.

SEWAGE DISPOSAL

All building sites within Aspen Meadows will be served by a traditional and/or low-pressure sanitary sewer system with individual grinder stations, as a part of the Brian Head Township wastewater system. Lot owners will be required to pay the requisite sewer connection fees imposed by the Master Association and sign a written water and sewer agreement, prior to commencement of construction. The location and alignment of sewer laterals and grinder stations must be reviewed and approved by SARC.

The use of an individual sewage disposal (septic) system(s) may be permitted for temporary or remote, nonresidential or residential and agricultural use purposes for the development use only by either the developer, declarant and/or the Master Association, such as remote outfitter barns, equestrian centers, equestrian boarding, ranches, etc., and then only with the approval of SARC. If a septic system is permitted, The developer, declarant and/or the Master Association will be required to meet all standards for the installation of such systems established by the Brian Head Township and Iron County.

MONUMENT SIGNAGE

Aspen Meadows has developed a unifying motif of natural stone monuments and retaining walls that occur throughout the community. Owners will be required to install an approved natural rock stone address monument at their driveway entries. Stone sand blasting is performed only by the developer's approved stonemason for uniformity and the design of which must generally conform to this natural stone motif. Owners are allowed one light illuminating their individual stone address monument and shall be responsible for clearing snow in front of the stone address monument in order to facilitate identification for visitors and emergency vehicles. All monument signs shall conform to six-inch (6") number size and approved project font of the Aspen Meadows' chosen font called "Luxury" and only list the numerical street address and Aspen Meadows logo mark (both provided by the developer by their chosen stonemason). Sandblasted logo (approx. 18" to 20" tall) and street address shall utilize reflective paint and the logo mark and lettering color will be limited to either one of two chosen Aspen Meadows colors from either "green or white" at the discretion of SARC. Due to higher precipitation during the winter months, which does not allow the paint to adhere to the stone properly, scheduling for onsite stone sandblasting is best completed between April 15th and October 15th and is coordinated through the Aspen Meadows development office.

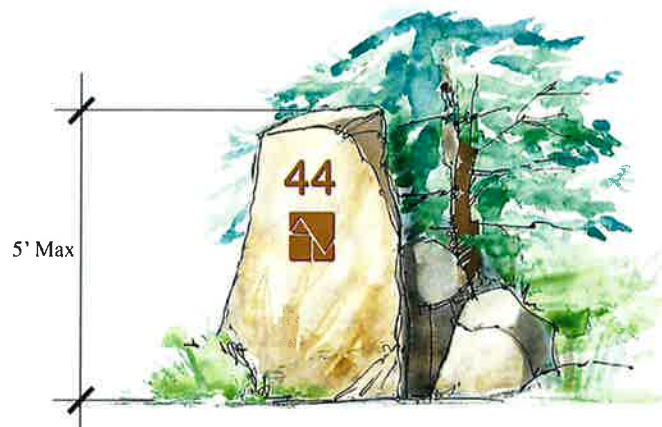


Figure 13: Address Signage

TRAIL SIGNAGE

All trail markers for private and public parks, walking, hiking, equestrian, trailheads or skiing trails within Aspen Meadows and “Private Property - No Trespassing” signs may be posted and maintained by the Master Association, the Brian Head Resort, or Brian Head Township, or the Developer. The location, number and design of all signs to be erected within Aspen Meadows must be approved by SARC and/or the Master Association management.

REAL ESTATE SIGNAGE

Signs advertising property for sale, re-sale, lease, rent, vacation rentals, and all other signage are prohibited everywhere within Aspen Meadows, with only the developer and/or declarant exempt.

CONSTRUCTION SIGNAGE

A single, temporary sign identifying a project construction site shall be provided by the Master Association management for each Owner during the construction period. The builder shall be responsible for installation and removal of the sign in accordance with Master Association rules.

SWIMMING POOLS

Owner shall be responsible for purchasing from the water service provider adequate water for the operation of any swimming pool.

Pool fencing (as required by the State of Utah) shall be approved by SARC and should emulate the architectural character of the home.

UTILITIES

Applicants shall provide a site utilities and drainage plan which conforms to the following standards:

- All utility lines shall be underground.
- All utility alignments shall be approved by SARC and should be contained within the driveway corridor or the development envelope unless an exception is shown on the developer’s improvement plans for the phase in which the Homesite is located, or an exception approved by SARC. An exception may impose special restrictions on vegetation removal and construction methodology to prevent excessive damage to existing vegetation or other improvements. Water connections to be outside all paved driveway entrance areas and not be placed within paving area of driveways when possible. Any approved utility alignments that do not follow the driveway corridor must be revegetated with native plantings to restore them to a natural appearance, unless

such alignment is proposed as a trail, ski trail, ski way or other improvement and is shown on the approved site/grading plan.

- All above-ground utility appurtenances shall be approved by SARC and must be screened from view and sited according to guidelines for service and emergency access provided by each utility. Outdoor, wall mounted electrical transformers and low-pressure sewer outdoor stations shall be located where they are not visible from the main road but easily assessable to service providers, and should be screened from view with vegetation, stone walls, or berms and earth forms. Satellite dishes, if approved by SARC, shall be coated with a non-reflective black finish. Aspen Meadows is serviced with underground high-speed fiber for internet and cable tv service.
- Gas meters and the connections thereto should be protected from exposure to pressure against them from accumulated snow and ice, whether from drifting or falling from structures above. To mitigate the risk of a rupture and possible explosion, SARC strongly advises Owners to consult with the local gas company for site specific guidance as to how to best protect the gas meter and connections in their particular circumstances.

WATER CONSERVATION AND IRRIGATION

Water is extremely scarce in Southern Utah as well as throughout the Intermountain West and must not be wasted. The total annual supply locally is limited. Aspen Meadows provides its own water sources from its own wells, either in service, or planned, which are located in the Long Meadow and Middle Earth sections of Mid-Mountain in Aspen Meadows, and/or located in high mountain with water source from the Salt Pile Well within the upper sections of the Southeast neighborhood of Aspen Meadows. All wells are managed and serviced, under the Annexation and Development Agreement with the Brian Head Township as its water service provider. Each homesite will be allowed to consume water from that connected water supply system up to a maximum amount of water allowed the owner for both culinary and irrigation use. All homes must be equipped with a water meter, and owners will be subject to fines for excessive water use as determined by Brian Head Township, acting as the community water service provider.

All methods of water conservation are strongly recommended to reduce to a minimum the amount consumed by each Homesite. For all outdoor watering systems, only drip or spray irrigation systems are permitted which originate off Aspen Meadows's central water supply as the source. A soil monitoring device or rainfall detection system that automatically shuts off irrigation when adequate soil moisture levels are attained is encouraged on all systems.

The central water supply for Aspen Meadows shall be the usual source of water for outdoor irrigation or other outdoor water features envisioned within the development envelope. Rain, Roof or above ground water or natural springs sources providing year-round or limited water seasonally, may be allowed to be used for purposes of outdoor water usage within any development envelope plan, with SARC approval.



Figure 14: New Aspen Meadows well in Long Meadow

WILDFIRE MANAGEMENT

Wildfire is always a serious hazard in a high-elevation alpine mountain environment, particularly in relatively remote, semi-arid areas with mature forest cover. It is required that Aspen Meadows's fuel reduction standards be incorporated into the Owner's plans at an early stage of site planning and design. Additionally, it is recommended that the Brian Head Township / Public Safety Fire Marshal's wildfire mitigation standards shall be included in the preliminary site design drawings. Generally, the following standards will apply:

- Fire hydrants within a development envelope, in addition to those constructed on Aspen Meadows roadways, are required by the Brian Head Township and must be installed in accordance with the town's Public Works departments specifications. The fire flow requirements for Aspen Meadows are established by the Brian Head Township Public Safety department (see Fire Protection section in Architectural Design Standards below).
- Owners should refer to sections in these Guidelines entitled Conceptual Plan Review and Plantings for requirements related to the removal of vegetation for wildfire management purposes.
- Specific Fuel breaks in native vegetation may be required by the Brian Head Township Public Safety department within zero to one-hundred feet (0' - 100') of structures, depending upon the rated severity of wildfire risk in that vicinity. Fuel breaks must be in place prior to occupancy. All fuel breaks are to be maintained by the owner; failure to do so may necessitate maintenance and a special assessment by the Master Association on the individual lot owner.

- A certificate of compliance must be obtained from the Brian Head Township planning department before a building permit is issued.
- Prior to any construction using combustible materials, the surrounding area within four hundred feet (400'), measured from the closest edge of any proposed (or permanent) structure, shall be cleared of all dead, medium and high hazard vegetative fuels in a manner consistent with the tree removal procedures as outlined in Appendix D of these Guidelines.

ARCHITECTURAL DESIGN STANDARDS

VISUAL IMPACT

One primary objective of Aspen Meadows's architectural guidelines is to minimize visual impacts of development from other Homesites, and from adjoining neighborhoods within Aspen Meadows and adjoining subdivisions within Brian Head, through sensitive massing, colors, and selection of materials. Aspen Meadows's architectural design standards focus on how buildings meet the ground, work with natural grades and harmonize with the natural alpine character of the Brian Head landscape. These Guidelines govern architectural elements and are designed to achieve the architectural goals through appropriate building massing, roof form, and the color and reflectivity of materials. Within these general parameters, they are intended to give owners and their architects as much flexibility as possible to design living environments that suit the owners' individual needs and tastes. Design goals include home designs which start with the sustainable design belief of "Aspen Meadows – Of the Mountain", found within the "Mountain Contemporary" greater vernacular of Architectural style preferred.

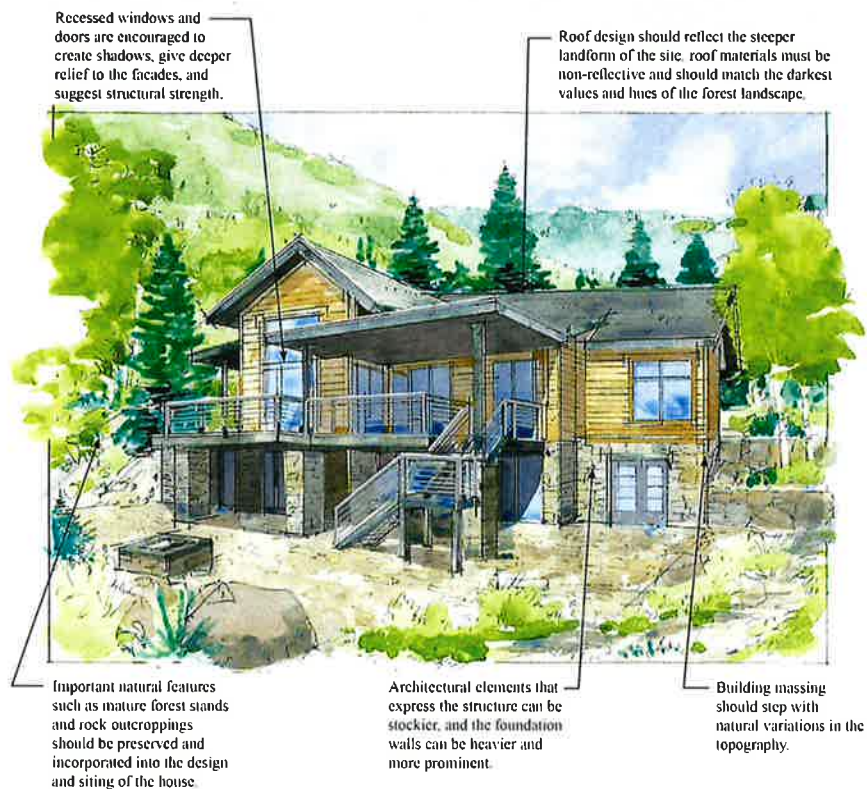


Figure 15: Homes on Forested, Sloping Sites

ARCHITECTURAL THEME AND STYLE

As introduced early on within these Design Guidelines, “Architectural style or theme” can many times be found to be a more limiting exercise placed artificially on any design professional, and as noted previously, we prefer Architecture which is first, “authentic” to the discovery of a home to its own site.

That belief stated, these Design Guidelines do not mandate “one” limiting or specific, identifiable architectural style or theme but the “Mountain Contemporary” theming and style as one preference, would be recommended and will become known and seen throughout the planned Aspen Meadows community as the highly prevalent Architectural style and modern inspired theme experienced within.

Also stated previously within the Design Principles, owners are required to design with “materials and forms” that reflect the natural characteristics of the site and its climate in order to create places intimately connected with nature or thoughtful home designs “of the mountain”. Imitation of non-indigenous styles or themes that are closely identified with other geographies is strongly discouraged.



Figure 16: Homes on More Open Sites

Where the Owner’s development plan anticipates multiple structures within the development envelope, the buildings should be unified by a consistent vocabulary of architectural design elements, materials, and colors. Building compounds shall be organized in such a manner as to minimize their site disturbance and visual impact.

BUILDING FORM, HEIGHT AND MASSING

It is essential that buildings in Aspen Meadows appear harmonious with their mountain environment and that they allow the natural landscape to dominate the distant views of the community. Important natural

features, such as mature forest stands and rock outcroppings, should be preserved and used as organizing elements in the siting and massing of buildings. Building massing and landscape elements should reflect natural variations in the topography and use these to create drama and privacy.

In no event shall the height of any single-family residential structure exceed standards as set forth in the Aspen Meadows Mountain Zoning requirements for single family homesites ("Mountain Zoning") for their intended neighborhood area, which, from time to time, may be amended by the Master Association.

The Mountain Zoning height requirement provides that a single-family home structure in a residential zone, such as the Aspen Meadows Southeast Neighborhood, Christmas Tree Neighborhoods, Founders Neighborhoods, may not exceed thirty-six feet (35') in height as measured from "Natural Grade" or "Finished Grade," whichever is lower. (See the Aspen Meadows Mountain Zoning Guide for all heights allowed by neighborhood and by building type and the Section on "Grading" in these Guidelines for definitions of grade.)

Maximum allowable building heights may vary from site to site and from neighborhood to neighborhood depending upon: (a) the scale of natural features; (b) the height, density, or openness of forest cover; and (c) the visibility of the building site from a distance and adjoining Homesites. On certain Homesites, where a gentler landform, clearings in the tree cover, or more open vistas make development more visible from adjacent sites, long, unbroken two-story building elements will be discouraged by SARC and lower form and profile structures will be encouraged to more appropriately reflect the natural aspects of the site and to reduce the overall massing of the structure. On other Homesites, increased excavation under the footprint of a structure may be required by SARC to "sink" or lower the structure into the ground and to reduce its apparent height.

SARC is specifically empowered to require modifications to the form or massing of a structure or to a proposed development envelope, and/or to restrict building heights if, in its reasonable discretion, SARC determines that (a) the structures would be visually intrusive; or (b) the high point of a proposed structure located within the primary view corridor of an adjoining homesite is less than ten vertical feet (10') below the existing grade at the center of the development envelope of the adjoining homesite, or ten vertical feet (10') below the lowest habitable level of an adjacent existing structure as previously approved by SARC or as shown in the homesite, main site plan prepared by the developer.

ADJOINING HOMESITES

Site specific design criteria and existing conditions for all lots are identified on approved individual homesite - main site plans provided by the developer. Prior to purchasing or building on any one Homesite, it is the sole responsibility of the Owner to understand the conditions that have been placed on the adjoining and surrounding Homesites. Copies of all adjoining lot homesite - main site plans are available for all buyers and owners to review upon request.

HOMESITE - MAIN SITE PLAN SURVEYS

Owners are responsible for having a homesite - main site plan survey completed, showing existing grades and intended site improvements and this survey shall be completed by a certified field surveyor. The survey is required to be provided by the individual lot Owner for the pre-planning meeting, as step one of the SARC review process.

BUILDING FOUNDATION WALLS

Buildings must be genuinely subordinate to the natural landscape and should appear to grow out of the landform, never perched or suspended above the site. In well-grounded buildings, the foundation defines the exterior perimeter of both indoor and outdoor living spaces and sets the character of the transition between nature and the built environment. Solid materials that express durability in a harsh climate are a key element in the architecture of mountain environments.

Exposed foundation walls for residences at Aspen Meadows must be constructed of durable materials such as masonry, stone, or heavy timbers. Exposed concrete is allowed in a limiting fashion. Split face concrete block, aluminum siding, and brick are not permitted. Wood paneling is not allowed at ground level because it deteriorates more quickly in a high-altitude climate.

Because they do not appear connected to the ground, exposed posts and cross-bracing are not permitted as the means to support building projections. However, knee bracing, large timbers, and substantial stone columns that are part of the architectural vernacular are permitted as the structural support for projecting elements.

Foundations for garden fences and walls shall employ the same materials as the buildings, strengthening the architectural connection among the various built elements as well as their connection to and reflection of the natural landscape.

ENERGY CONSERVATION

Owners are strongly encouraged to respect the harsh winter climate in the design of their residences and to utilize all possible energy conserving technologies. Among the methods Owners may wish to consider are:

- Proper siting and the use of heat-retaining materials to maximize passive solar gain and radiation;
- Active solar systems, where reflection is controlled. Where solar panels can be reasonably concealed;
- Thermopane glazing and the reduction of window area on the north and northwest-facing elevations when possible;
- Super insulated or cold roof design;
- Wall insulation of a minimum R-30 value;

- Innovative heating systems, such as radiant floor elements;
- Electronically controlled and programmable thermostats;
- Airlock entries and vestibules key in high-alpine areas;
- Avoidance of wind-exposed sites;
- The use of trees as windbreaks and deciduous trees on south-facing elevations;
- Fuel-efficient and gas fireplaces;
- Water-conserving toilets and flow-restricted faucets.

EXTERIOR WALLS AND WINDOWS

Continuous flat wall planes shall be avoided. Building elevations visible from off-site should be horizontally and vertically stepped to avoid large uninterrupted wall surfaces that would be distracting, out of place, and overly visible in the landscape. Recessed windows and doors are also encouraged to create shadow effects and provide deeper relief within the facades. Complex wall surfaces are encouraged to help anchor large structures more effectively to the ground.

Building materials should be reflective of the natural surroundings. Allowed exterior materials include stained or natural wood, stone, shingles, and logs. With SARC approval, stucco may be used as a subordinate material but only when used in combination with other allowed natural materials. Large unbroken surfaces of stucco are prohibited. Other materials proposed by the owner may be considered by SARC.

Exterior walls and window treatments shall match the medium color and values of the immediate natural landscape. Careful detailing of window treatments is encouraged. Untreated aluminum or metal window frames are prohibited. Exterior window trim shall be in scale with the building façade. Mirrored glass windows are not permitted. Color samples are required at final plan review.

FIREPLACES, CHIMNEYS, FLUES, AND ROOF VENTS

The number and type of fireplaces and other fuel-burning appliances in any residence must conform to Iron County guidelines. Owners are encouraged to install gas or fuel-efficient fireplaces.

Chimneys shall be clad in natural stone or other inflammable material approved by SARC.

Flues and roof vents shall be non-reflective if exposed or enclosed with materials compatible with the building.

Any fireplace or fuel-burning appliance must be equipped with approved spark arresters or screens on stovepipes and chimney outlets that are hidden from view.

Roof-top equipment and vents that project through the roof must be grouped and concealed. Vents should be located near the roof ridge or protected by a cricket so that snow shedding from the roof cannot shear them off. All vents shall be colored to match the surrounding roofing material.

FIRE PROTECTION

- Materials: All roof materials must meet U.L. listed Class A fire ratings.
- Water Distribution: The minimum size of main lines for the central water system will be eight inches (8") in diameter and will be sized larger if flows and velocities dictate. Fire hydrants will be installed in accordance with the Brian Head Township / Public Works department and Public Safety Fire department requirements.
- Water Supply to Homesites: Homesites will be provided with a water line stub at the lot line that will be a minimum of one and a half inches (1 ½") in diameter. The service line to the residence may need to be larger to provide adequate flow and pressure to meet the recommended fire sprinkler demands in some cases.
- Automatic Fire Sprinkler Systems: All commercial structures must be constructed with a fire sprinkler system installed as required by Brian Head Township and approved by Brian Head Public Safety Fire department requirements. In some instances, commercial building exteriors will be fire sprinkled depending on the wildfire hazard rating, types of vegetation, fuel break clearing limits, slope gradients, and orientation or types of building materials being used.

ROOF DESIGN

From a distance, roofs are often the most visible architectural element of a building. In a rural setting, where it is desirable to minimize the presence of development, design decisions regarding roof form, line, and color are extremely important.

Roof design should complement the massing of the structure and the forms of the adjacent landscape. Primary roof pitches shall be based on a determination by SARC as to the appropriate pitch for the environment in which the structure is located. At the discretion of SARC, flat roofs may be approved in certain cases if they will not be visible above.

Homes situated on meadows or flatter sites are encouraged to have roofs with predominate pitches less than five (5) in twelve (12). Secondary roof planes with less pitch are encouraged.

Large unbroken expanses of roof area shall not be permitted. Long, uninterrupted ridgelines are strongly discouraged and will not be permitted unless SARC determines that other building elements make the ridgeline less conspicuous. This determination will be handled on a case-by-case basis, with visibility from a distance being the primary criterion.

Eave lines that project beyond the building walls are recommended in order to minimize reflections from glazing, create shadow patterns on the building walls, and protect south-facing interior spaces from glare caused by the low angle of the winter sun.

Roof materials must be non-reflective, with color values and hues that match the darkest values and hues of the natural landscape in the immediate vicinity. Roofs that hold snow are required, as they will be less visible in winter. Wooden shingles are not allowed. Standing-seam metal roofs may not be used as the primary roof material but may be used in limited circumstances, such as a trim, accent, or contrast feature. If used, it should generally not exceed twenty percent (20%) of the total roof area. Given the specific location and characteristic of a site, SARC may impose reasonable restrictions on the roof design and materials. Samples of the roofing material are required as part of the submittal package.

CONSTRUCTION MANAGEMENT STANDARDS

LICENSING

Builders must be licensed contractors with bonding and/or insurance as mandated by the State of Utah.

COMPLIANCE DEPOSITS

Each Owner is responsible for any damage caused to roads, ditches, fences, trails, natural drainage courses, utilities, Master Association property, or other Homesites or property during the construction of improvements or other activities on his/her Homesite. Each Owner is also responsible for any damage caused by utility cuts in roads, washouts and runoff damage caused by failure to install culverts properly and to repair any such damage in a timely manner. From time to time, the Master Association may adopt rules and regulations to enforce these provisions, including the requirement for security deposits at the time of approval by SARC to ensure the repair of any damage caused to Aspen Meadows roads, infrastructure, or violations during construction activity performed at the direction of an Owner.

MANAGEMENT OF CONSTRUCTION ACTIVITY

Efficient management of construction activity is necessary in order to minimize site disturbance and protect each Owner's privacy and views. Construction personnel are the responsibility of the owner. The Owner must provide his/her contractors with handouts explaining construction regulations specific to Aspen Meadows. See Appendix E "Construction Regulations" for a complete list of construction rules and regulations.

PROTECTION OF THE CONSTRUCTION SITE

Plans detailing fugitive dust control measures, temporary erosion control measures, and staging locations and procedures during construction are required for approval by SARC before application for a

building permit may be submitted to Brian Head Township planning department and before construction may begin.

To avoid unnecessary damage to the landscape, construction fencing mitigations approved by SARC, such as snow fencing or chain link fence must be erected around the area within the development envelope that will be affected by construction. The fenced area of disturbance must be the minimum required for the SARC approved construction activity and must be defined on the site plans that are submitted to SARC for review. In addition, the contractor must clearly flag all trees to be retained and erect a protective barrier around them at the dripline (see Appendix D, Tree Removal Procedures). The contractor shall not allow the movement or cleaning of any equipment within this protective barrier and will be responsible for replacing any damaged vegetation with plants of equal value.

The contractor is responsible for disposing of excess dirt and vegetation cleared from the building site and is expected to keep the community's main roads clean. Unpaved access points must be watered for dust control during construction. Construction site entrances must be graveled to reduce airborne dust and to stop the travel of mud, dirt and debris from leaving the site, and entering onto paved interior roads within each neighborhood and the main Aspen Meadows Drive (Burt's Road to Nowhere).

PROTECTION OF INFRASTRUCTURE, EASEMENTS, AMENITIES, ETC.

Any possible disturbance of infrastructure required during construction (such as roads, guardrails, utilities, bridges, etc.), easements, amenities, etc., will require the prior approval of, and be subject to conditions set by SARC. All such permitted disturbances must be completed by October 15th and be restored to Aspen Meadows development standards at the cost of the Owner.

Snow removal and deicing procedures for the roads within Aspen Meadows are either private roads or public roads. Snow removal and deicing procedures for Aspen Meadows Drive (Burt's Road to Nowhere) is public and performed by Brian Head Township Public Works department. Snow removal and deicing procedures for the interior, private neighborhood roads within Aspen Meadows are private and performed by the Master Association and HOA of Aspen Meadows. Snow removal and deicing on infrastructure within Aspen Meadows is the responsibility of the Aspen Meadows Master Association and neighborhood HOA. Neither Owners nor builders are permitted to place salt or ice control chemicals on HOA managed roads within Aspen Meadows or Aspen Meadows Drive. The HOA has the exclusive responsibility to determine where and when such chemicals may be used, in accordance with the Infrastructure Remediation Agreement and Aspen Meadows's adopted development standards. Lots under construction will not receive special treatment relative to these standards. Any additional methods of snow removal or traction control to accommodate the construction phase of a project are the responsibility of individual homeowners and must receive prior approval from the HOA.

COMPLIANCE WITH TOWN AND COUNTY REQUIREMENTS

Applicants may be required to meet additional Brian Head Township or Iron County construction regulations as a condition of obtaining a building permit. The requirements of either, Brian Head Township, Iron County or SARC, whichever are more stringent, shall govern construction activity.

REGULATED LIGHTING GUIDELINES

GOALS

Lighting goals and their regulated lighting guidelines are core beliefs of the development and which are held seriously by the SARC. In order to preserve and protect the unique nature and qualities of the Aspen Meadows community, it is essential that thoughtful consideration be given to the issue of lighting, both exterior and interior lighting that affect the natural surroundings. If not properly regulated, lighting could have a substantial effect on the rural, forested environment on each neighborhood. Light pollution and the disturbing glare that emanates from unshielded, direct light sources negatively impact on privacy and separation that are the distinguishing characteristics of Aspen Meadows.

A primary goal of the Design Guidelines is to ensure, to the degree reasonably possible, that all Aspen Meadows residents enjoy their privacy and separation free from the trespass of light from their neighbors and also enjoy the magnificence of an undiminished night sky.

The lighting regulated by these Design Guidelines (“Regulated Lighting”) is defined to include all exterior and interior illumination within the Development Envelope and the Driveway Access Corridor emanating from: (a) any light source attached to the exterior of a structure, (b) any light source on the interior of a structure that may be viewed from the exterior; and (c) any other exterior light sources, including but not limited to those intended to illuminate the exterior landscape, structures, driveway monuments, driveway corridors, terraces, breezeways, patios, decks and recreational uses at night.

Light pollution (“Light Pollution”) is generally considered to be wasted light, or light that does nothing to promote nighttime safety, utility, or security. Any lighting that produces “hot spots,” glare, clutter or light trespass, and/or that wastes energy, money or resources, is considered to consist of and contribute to Light Pollution. Light Pollution of any type is inconsistent with the protective covenants of these Design Guidelines and is not permitted.

To be consistent with these Design Guidelines, all types of lighting should be designed to meet both building code and safety requirements and the reasonable lighting objectives of the Owner (to the extent those objectives are consistent with the intent and goals of these Design Guidelines) *with the minimum amount of lighting needed to achieve those requirements and objectives without redundancy or overlap, i.e., without proliferation of different light source fixtures intended to light the same object or area, or to light the same object or area excessively.*

REQUIREMENTS FOR LIGHTING PLANS

In order to demonstrate consistency with the intended goals, it shall be the responsibility of each applicant for development within Aspen Meadows to provide lighting design plans that address all Regulated Lighting. To assist the applicant in this process, these Guidelines include provisions relating to the placement, specifications and standards for Regulated Lighting. Lighting design plans shall include accurate and comprehensive lists and descriptions of all Regulated Lighting and shall be submitted to SARC for approval at Final Plan Review. SARC also may request, and the applicant shall

supply, any other information that may be reasonably necessary to fully evaluate the consistency of the proposed plans with these Design Guidelines.

All lighting design plans shall include the following information listed below:

1. The precise locations of all Regulated Lighting sources.
2. The specifications and manufacturer's cut sheet for each fixture indicating housing, trim selection, lamping type, wattage and beam distribution, lens and louver specifications and color temperature.
3. A brief description, when required, of how Regulated Lighting fixture locations and specifications meet the objectives of the Guidelines.

In addition, SARC may require an operational sample of any proposed fixture in order to assess its consistency with the Design Guidelines.

Changes, additions or modifications to SARC approved lighting plans, including lighting fixtures, shall require subsequent approval from SARC.

GENERAL LIGHTING POLICIES AND PROHIBITIONS

With regard to Regulated Lighting, the following policies must be adhered to:

- a) Lighting will not be permitted anywhere outside the Development Envelope and the Driveway Access Corridor.
- b) In the Driveway Access Corridor, one low-intensity light (with a hidden source) will be permitted where the drive intersects the main road for the purpose of illuminating the address monument at the driveway entry. Additional low-wattage lights may be permitted with approval of SARC along the Driveway Access Corridor wherever needed to illuminate difficult or dangerous curves.
- c) The light source in any and all Regulated Lighting fixtures must be shielded so that the bulb cannot be seen from any angle (except from the surface of the object or area it is intended to illuminate), in order to avoid Light Pollution.
- d) Clear glass lenses on any lighting fixture are prohibited, except on natural gas lamps that have a modest flame.

The use of the following lighting solutions are prohibited in Aspen Meadows:

1. Mercury vapor and low-pressure sodium lights;
2. Searchlights;
3. Laser lights and similar high intensity lights;
4. Floodlights;
5. Lights that illuminate a roof or awning;
6. Landscape down lighting, commonly known as "moonlighting";

7. Lights that blink, move or change intensity;
8. Exposed neon, exposed LED or similar exposed lights;
9. Pole mounted lights that are high enough to expose the light source as seen from offsite; and
10. Outdoor court lights.

TYPES AND DESIGN OF LIGHTING

Lighting typically falls into ten (10) specific types or layers of illumination that apply to all Regulated Lighting. Each type of illumination is intended to accomplish a specific lighting requirement and objective in a sensitive and efficient manner. A Glossary of Terms to assist the Owner or applicant is provided and incorporated herein. The descriptions and the guidelines for each type of illumination are set forth below:

Interior Illumination

Interior illumination refers to the lighting that is used to illuminate the interior of a structure that may be visible from the exterior of the structure through window glazing. Examples of such illumination include, but are not limited to: ceiling can lights, chandeliers, table lamps, floor, and the like.

All interior illumination shall be directed to areas within the structure. Unshielded, direct light sources that may be viewed through windows from any angle are prohibited. Shielding of any exposed light source on interior lighting fixtures (whether decorative or functional) is required. Recessed surface fixtures, whether fixed or adjustable, shall be of such a design that will permit the light source to be directed away from windows, and shall have adequate lensing and louver-design to minimize visibility from the exterior.

Architectural Illumination

Architectural illumination refers to the subtle highlighting of important and distinctive architectural features of the home or other structures. Examples might include wood, stone, metal or plaster columns, archways, medallions, address markers, concealed cove illumination in porte cocheres', large eave projections, overhangs above patios, doorways and entries.

Architectural highlighting shall be kept to a minimum and should illuminate only the most important features of the home. Surface mounted architectural exterior lighting fixtures shall not protrude from the wall surface more than ten (10) inches. All architectural exterior lighting sources shall be shielded and louvered with a maximum wattage of twenty (20) watts.

View Illumination

View illumination refers to the subtle highlighting of important exterior landscape areas as seen from the interior of a home from areas such as the windows at the front entry, great room, dining room, family room, living room, and guest suites. Examples of view illumination techniques include eave lighting for

patio or deck illumination, (e.g., small, louvered, low-wattage fixtures build into walls as low to the walking surface as possible to provide deck or patio wash lighting) and low-wattage fixtures to subtly illuminate a prominent tree.

View illumination shall be kept to a minimum on the exterior eaves of the residence. All eave lighting fixtures shall be recessed, i.e., flush (or inset) with the underside of the structure. The maximum lighting trim aperture shall be four (4) inches in diameter. The fixture shall include an adjustable interior gimble lamp that shall be a minimum of one and one half (1 ½) inches from the bottom of the trim and underside of the structure. All exterior eave lighting fixtures are required to have a one half (½) inch minimum thickness hex louver or honeycomb baffle below the lamp in order to direct the light straight down to its intended object and not dispersed into the field of view from adjoining properties or roadways. Maximum wattage for a view lighting fixture shall be a 40-watt, MR 16 lamp or equivalent.

Decorative Illumination

Decorative illumination refers to wall sconces, column pilaster lanterns, pendant or any other surface mounted decorative lighting.

Decorative lighting fixtures, including but not limited to, sconces flanking main entry doors, flanking garage doors, and flanking on right or left of any exterior doors, shall be kept to a minimum on the exterior of the home and all other structures. Pendant lighting fixtures shall have a hidden light source and be kept to a minimum and shall not be permitted in areas that would permit the light source to be seen from offsite and would generally be restricted to a main entry and/or porte cochere. All decorative lighting fixtures shall have a fully shielded lamp or provide similar cut off mechanism in order to eliminate any offsite viewing of the light source. Maximum wattage of a decorative fixture shall be a 40-watt A 15 lamp.

Safety Illumination

Safety illumination refers to subtle exterior path lighting, walkways, stepping stone areas, exterior steps, stairways, driveways and the like.

Safety illumination shall be kept to a comfortable minimum with a maximum allowable wattage per fixture of twenty (20) watts. Illumination shall be directed down precisely onto, and shall not be permitted to be dispersed above or beyond, the intended object such as a walkway, stairway, entry, address monument or driveway.

Holiday Illumination

Holiday illumination refers to any temporary exterior lighting effects added to the home or grounds for the period between Thanksgiving and Christmas.

Holiday illumination shall be tasteful and kept to a minimum under the following guidelines:

- Lighting that blinks, moves or changes in intensity is prohibited.
- Mini lights in trees are to be kept to a reasonable minimum.
- Period of use is from November 15th to January 15th of the following year.

Landscape Illumination

Landscape illumination refers to subtle illumination of trees, flowerbeds and other low level planting, and areas intended for exterior, nighttime use.

Landscape illumination shall be kept to a minimum and shall be consistent with the following guidelines:

- All outdoor lighting shall be fully shielded and louvered to eliminate visibility from offsite.
- Escape of light to the sky shall be minimized.
- Up lighting of trees shall utilize low voltage, single source, 20-watt maximum shielded and louvered fixtures and be as low to grade as possible, shall be focused solely on the intended object, and shall be no more than thirty-five feet (35') from the main residence and generally not at more than three locations unless otherwise approved by SARC.
- Landscape down lighting is prohibited.
- All lighting conduits, fixtures and remote low voltage transformers shall be as inconspicuous as possible.
- The recommended turn-on time is dusk and the recommended turn-off time is midnight.

Pool, Spa, Fountain and Other Water Feature Illumination

Water feature illumination refers to the subtle illumination of swimming pools, exercise pools, hot tubs, Jacuzzis, reflecting pools, streams, waterfalls, fountains and water sculptures.

All water feature exterior lighting fixtures shall be mounted underwater and kept to a minimum. Underwater fixtures for exterior pools and spas shall have a maximum of 100-watts; all other water feature fixtures shall have a maximum of 20-watts.

Special Features Illumination

Special features illumination refers to the illumination of sculptures, flagpoles, statues and similar outdoor objects.

Lighting of special features shall be kept to a minimum and fixtures shall consist of a low voltage single source shielded and louvered fixture with a maximum of 20-watts.

Special Events Illumination

Special events illumination refers to subtle exterior temporary lighting for birthday, wedding, anniversary, charity events, developer sponsored events and home shows.

Special event illumination shall be kept to a reasonable minimum and shall be allowed only by special permit issued by the Aspen Meadows Master Association.

GLOSSARY OF TERMS

Ambient Lighting – The general character and overall level of illumination in particular area.

Direct and Upward Light Emission (Up-lighting) – Light rays that are emitted from a fixture that are above a horizontal plane intersecting that light source or fixture.

Direct and Downward Light Emission (Down-lighting) – Light rays that are emitted from a fixture that are below a horizontal plane intersecting that light source or fixture.

Glare – Brightness in the field of view that is sufficiently greater than the amount to which the eye is adapted, causing annoyance, discomfort or loss of visual performance and visibility.

Laser Lights – A laser source light, or any similar high intensity light, used for outdoor advertising or entertainment, when projected above the horizontal plane.

Light Source – Any man-made light source or collection of light sources that produce light by any means.

Light Trespass – Light rays produced by a lighting fixture that travel beyond the boundaries of the property on which it is located.

Lighting Fixtures – A complete unit consisting of a light source together with housing and parts designed to distribute and aim light and located either inside or outside a structure.

Low Voltage – Operating at 24 volts or less.

Nuisance Lighting – Includes, but not limited to, glare, light trespass and skyglow.

Outdoor Lighting – The nighttime illumination of an outside area or object, or any man-made light emitting onto an object outdoors.

Searchlight – A mobile or fixed projector designed to produce an approximately parallel beam of light which is aimed above the horizontal plane, the use of which included, but is not limited to, advertising for special events.

Shielded – A lighting fixture having a configuration of the housing or optics that prevents a direct view to the light source from any angle other than from the surface of the object or area the light is intended to illuminate.

Skyglow – The adverse effect of brightening of the night sky due to man-made lighting.

REFERENCES

The Problem of Light Pollution, International Dark-Sky Association, Information Sheet 1, May 1996.

Light Pollution – Theft of the Night, International Dark-Sky Association, Information Sheet 90, October 1993.

Residential & Dusk to Dawn, International Dark-Sky Association, www.darksky.org, January 2004.

Landscape Lighting, International Dark-Sky Association, www.darksky.org, January 2004.

Dark Sky Planning – Guidance & Best Practices, by the International Dark-Sky Association, and Utah Workforce Services Housing & Community Development July 2020, <https://www.darksky.org/wp-content/uploads/bsk-pdf-manager/2020/08/Dark-Skies-Issue-Guide-7-27-2020.pdf>

APPENDIX A: RESIDENTIAL APPLICATION FORM

ASPEN MEADOWS SITE AND ARCHITECTURAL REVIEW COMMITTEE (SARC)

Homesite Number: _____ Homesite

Neighborhood: _____

Application Date: _____

Application Fee: _____

Check the appropriate box(es) for this application.

TYPE OF REVIEW	PRE-PLANNING MEETING	CONCEPTUAL DESIGN REVIEW	FINAL PLAN REVIEW
New Single-Family Residence			
New Accessory Structure <ul style="list-style-type: none">• Guest House• Barn• Other (specify)			
Structure Renovation	N/A		
Site/Landscape Modification	N/A		
Miscellaneous (specify)			

GENERAL SUBMITTAL INFORMATION

- An application will be deemed complete and accepted only after all information requested below on the Checklist for Plan Evaluation is provided to the Site and Architectural Review Committee (SARC).
- Plans must conform to all provisions of the Master Declaration of Covenants, Conditions, Easements and Restrictions for Aspen Meadows – A Planned Master Community, Master Association (“CC&R’s”) and the Design and Development Guidelines (the “Design Guidelines”).
- The appropriate fee must accompany the application (see attached Schedule).
- Please contact a SARC representative with any questions about the application or the Aspen Meadows development offices.

As the owner of above-referenced homesite, I hereby authorize this application and I acknowledge that I have read and will comply with all the provisions contained in the Aspen Meadows Master Association CC&R’s and the Aspen Meadows Design Guidelines including the Construction Management Standards of Aspen Meadows (contained in the Design Guidelines).

Owner’s Signature: _____

Printed Name of Signatory: _____

Date: _____

SECTION I ~ CONTACT INFORMATION

A. Name of Owner(s): _____
Mailing Address: _____
Telephone: () _____ Email: _____

B. Name of Applicant: _____ Firm: _____
Relationship to Owner: _____
Mailing Address: _____
Telephone: () _____ Email: _____

C. Name of Architect: _____ Firm: _____
Mailing Address: _____
Telephone: () _____ Email: _____

SECTION II ~ PROJECT DATA

A. Lot Acreage: _____

B. Development Envelope Acreage: _____

C. Proposed Floor Area: _____ sq. ft.
Primary Unit: _____ sq. ft.
Secondary Unit: _____ sq. ft. (not to exceed 2,500 sq. ft.)
Accessory Unit: _____ sq. ft.
Accessory Unit: _____ sq. ft.
Garages: _____ sq. ft.
Undeveloped: _____ sq. ft.
Total: _____ sq. ft.

D. Number of Bedrooms, all units: _____

E. Number of Covered Parking Spaces: _____
Number of Uncovered Parking Spaces: _____
Total Parking: _____

F. Number of Kitchens: _____
Number Bathrooms: _____
Number of Fireplaces: (a) Gas: _____
(b) Wood Burning: _____

G. Maximum Slope of Driveway: _____% (First 20 feet of driveway is _____% slope)
(Last 20 feet of driveway is _____% slope)

SECTION II ~ PROJECT DATA (CONTINUED)

H. Proposed Building Height: _____ feet.
(Submit drawing of building height calculations drawn over building elevations.)

I. List of Materials

Building	Type of Material	Specifications, Product Color
Roof (Pitch is _____)	_____	_____
Other Wall Materials	_____	_____
Utility Meters (locate on plans)	_____	_____
Fascia	_____	_____
Soffits	_____	_____
Windows	_____	_____
Window Trim	_____	_____
Exterior Doors	_____	_____
Garage Doors	_____	_____
Door Trim	_____	_____
Hand or Deck Rails	_____	_____
Flues, Caps	_____	_____
Flashings	_____	_____
Chimney Enclosures	_____	_____
Trash Enclosures (locate on plans)	_____	_____
Greenhouses	_____	_____
Exterior Lighting Fixtures (attach cut sheets)	_____	_____
Gutters	_____	_____

SECTION III ~ STRUCTURE RENOVATION

A. Describe structure(s) and proposed renovations:

B. Plan Requirements:

- 1.) Submit photographs or previously approved plans.
- 2.) Submit plans electronically.
- 3.) Submit two (2) full-size 24" x 36" sets and two (2) 11"x 17" reduction sets of plans as appropriate.

SECTION IV ~ SITE/LANDSCAPE MODIFICATION

A. Describe proposed site/landscape modifications:

B. Plan Requirements:

- 1.) Submit photographs or previously approved plans.
- 2.) Submit two (2) full-size sets 24" x 36" and two (2) 11"x17" reduction sets of plans as appropriate.

SECTION V ~ MISCELLANEOUS REVIEW

A. Describe review requested:

B. Contact SARC representatives for plan requirements.

CHECKLIST FOR PLAN EVALUATION

NECESSARY INFORMATION ON ALL DRAWINGS

- ☐ Homesite number and neighborhood (Lot & Address), date, and scale
- ☐ North Arrow

NECESSARY INFORMATION ON ALL SITE PLANS

- ☐ Existing and proposed contours at two-foot (2') intervals
- ☐ All Property Lines
- ☐ Proposed Limits of the development envelope and the driveway corridor
- ☐ Driveway Grades
- ☐ Existing mature trees to be retained and removed
- ☐ Wetlands, creeks and drainages, if any
- ☐ Existing and proposed utilities, including any known easements
- ☐ Limits of site disturbance
- ☐ Footprints of all proposed structures and other site improvements
- ☐ Exterior lighting locations
- ☐ Calculation of total impervious site coverage (min 2,000 & not to exceed 20,000 sf)
- ☐ Proposed finish grades and ground floor elevations
- ☐ Building heights above existing grade (not to exceed 35 feet)

NECESSARY INFORMATION ON BUILDING PLANS

- ☐ Proposed finish floor elevations on main or each level
- ☐ Roof ridge heights above existing grade (in section)
- ☐ Building dimensions for all structures
- ☐ Floor area calculations for the primary structure, guest house, and out-buildings

CHECKLIST OF SUBMISSION REQUIREMENTS FOR PRE-PLANNING MEETING

- ☐ Completed application form (Appendix A)
- ☐ Fee \$ _____ (see Appendix B)
- ☐ Certified Site Survey (Required) and Developer's Individual Site Plan

CHECKLIST OF SUBMISSION REQUIREMENTS FOR CONCEPTUAL DESIGN REVIEW

- ☐ Plan drawings: two (2) sets of 24 x 36 or 30 x 42 prints and two (2) sets of 11 x 17 reductions for each of the following:
 - ☐ Conceptual site/grading plan
 - ☐ Conceptual building floor plans
 - ☐ Conceptual roof plan
 - ☐ Conceptual building sections and elevations
 - ☐ Conceptual landscape plan
 - ☐ Description of preliminary choices of finishes, materials, and colors
 - ☐ Massing Model (optional)

CHECKLIST OF SUBMISSION REQUIREMENTS FOR FINAL PLAN REVIEW

- ☐ Updated application form

- ☐ Compliance deposits
- ☐ Plan drawings: two (2) sets of 24 x 36 or 30 x 42 prints and two (2) sets of 11 x 17 reductions for each of the following:
 - ☐ Final site plan
 - ☐ Final grading plan
 - ☐ Preliminary landscape plan
 - ☐ Final building floor plans
 - ☐ Final roof plan
 - ☐ Final building sections and elevations
 - ☐ Construction details as necessary to illustrate design intent for buildings, site features and accessory elements, including entry monuments and gates
 - ☐ Exterior lighting plan
 - ☐ Development phasing plan, if applicable
 - ☐ Construction staging plan
 - ☐ Temporary erosion control and tree protection plan
 - ☐ Final material samples, specifications, product cut sheets, and color samples
 - ☐ Revised massing model (optional)
- ☐ Subsequent to final approval, the applicant shall provide two (2) complete sets each of plans, which shall be (2) 24 x 36 and (2) 11 x 17 for filing and record keeping.

CHECKLIST FOR EVALUATING SITE PLAN

VISIBILITY AND SETBACKS

- ☐ All site improvements contained within the development envelope
- ☐ Minimal visibility of primary structures from a distance
- ☐ No intrusion of structures into neighbors' primary view corridors
- ☐ 40-foot setback from natural wetland edges
- ☐ 100-foot setback from natural streams

DRIVEWAYS

- ☐ Alignment minimizes cuts and fills and disturbance of natural vegetation
- ☐ Safe point of access from road
- ☐ Driveway width (minimum 12 feet with average 15 feet)
- ☐ Driveway gradient (maximum 12%)
- ☐ Driveway gradient (maximum 5% in first 20 feet from road)
- ☐ Emergency vehicle turnout at building pad and every 200 feet

PARKING

- ☐ One parking space per bedroom required for all residences and guest homes
- ☐ Two parking spaces covered, attached or detached garage; One or more for guest home
- ☐ No excessively large paved areas

GRADING AND DRAINAGE

- ☐ Grading blends into natural terrain and reflects natural landforms
- ☐ No development on slopes steeper than 30%

- ☐ Grading and Conservation Plan required for development on slopes over 15%
- ☐ No grading outside the development envelope and the driveway corridor
- ☐ No cut and fill slopes steeper than 2:1 (3:1 recommended for fill slopes)
- ☐ No cut or fill slopes with vertical exposure greater than 6 feet
- ☐ Cut and fill qualities balance
- ☐ Screening berms / earth forms / natural in form
- ☐ Minimal disturbance to natural drainages
- ☐ Drainage swales integrated into natural landforms
- ☐ Drainage resolved on-site; no concentrated drainage onto neighboring properties
- ☐ Bridges and culverts indicated where necessary

RETAINING WALLS

- ☐ Walls over four feet (4') in height certified by a civil or structural engineer
- ☐ No walls over eight feet (8') in height
- ☐ Walls attached to building foundations preferred
- ☐ Stone or other facing materials compatible with architecture of the house
- ☐ No concrete block, brick or railroad ties; raw poured-in-place concrete suitable

UTILITIES AND WASTE DISPOSAL

- ☐ Stone or other All utilities lines underground
- ☐ Utilities within the driveway corridor, or alternate alignment to be approved
- ☐ Utility easements indicated on site plan
- ☐ Transformers and other above-ground utility boxes in a screened location
- ☐ Satellite dishes screened and non-reflective black (if applicable)
- ☐ Sewer low-pressure system design certified by civil engineer or installer
- ☐ Review of Aspen Meadows guidelines to utilities
- ☐ Water and Sewer agreement
- ☐ Trash receptacles screened, enclosed, and animal proof

PLANTING

- ☐ All disturbed areas adequately revegetated with native plants
- ☐ Transition from structured to natural landscape well detailed
- ☐ No non-native plant species outside the development envelope
- ☐ Species appropriate for microclimate conditions
- ☐ Planting design compatible with patterns in natural vegetation
- ☐ Minimum conifer size six feet (6'), with 50% over eight feet (8') in height
- ☐ Minimum caliper size of deciduous trees 1 ½ inches, with 50% over 2 inches
- ☐ Thinning of vegetation outside the development envelope only with approval
- ☐ Removal of existing trees only with approval
- ☐ Lawn area minimized and contained within the immediate are of the residence

WATER

- ☐ Water connection approved by SARC
- ☐ Water meter required
- ☐ Drip or spray irrigation systems only, soil moisture monitoring device required

- ☐ Ponds and other water features naturalistic in appearance
- ☐ Dams well integrated into natural terrain (if applicable)
- ☐ Ponds and decorative pools certified by civil engineer or certified installer
- ☐ Ponds no larger than ½ acre nor capacity greater than 1 ½ acre-feet
- ☐ Water source for all uses identified and total annual consumption estimated

EXTERIOR LIGHTING

- ☐ No direct light sources visible from off-site vantage points
- ☐ No site lighting outside the development envelope and the driveway corridor
- ☐ No floodlights or “moonlighting”

FENCING, SIGNAGE AND GATES

- ☐ Materials to match the architecture of the residence or an approved rail fence design
- ☐ No fences along the driveway
- ☐ Address rock monument ordered with Aspen Meadows’ stone motif
- ☐ Address rock monuments no larger than four feet (4’) in any direction
- ☐ Entry gates set back from road and four feet (4’) wider than driveway
- ☐ Gates operable in owners’ absence for emergency and snowplowing

PETS

- ☐ Horses permitted only with SARC approval
- ☐ Barns located more than sixty feet (60’) away from any dwelling
- ☐ Brian Head Township and/or Iron County Low Impact Permit for barns and corrals
- ☐ Trash area completely enclosed

CHECKLIST FOR EVALUATING BUILDING DESIGN

ARCHITECTURAL VOCABULARY

- ☐ Building compounds unified by consistent architectural elements and materials

BUILDING FORM, HEIGHT, AND MASSING

- ☐ Building siting and massing responsive to natural topography
- ☐ Maximum building height thirty-five feet (35’); lower on open, flatter neighborhoods
- ☐ Structures not visually prominent from adjoining homesites or Brian Head

ROOFS

- ☐ No large, unbroken expanses of roof area
- ☐ No long, uninterrupted ridgelines
- ☐ Non-reflective roof materials
- ☐ Colors that blend with those of the natural landscape
- ☐ Entries, pedestrian areas and parking areas protected from snow shedding

WALLS AND WINDOWS

- ☐ Wall planes stepped and layered to avoid large, uninterrupted façade
- ☐ Detailing of windows and doors to give relief to the façade

- ☐ Natural building materials (stone, wood, logs, shingles)
- ☐ Stucco use limited; only in combination with other materials
- ☐ Colors to blend with those of the natural landscape
- ☐ No untreaded aluminum or metal window frames; no mirrored glass
- ☐ Foundation walls of durable materials, preferable stone or timbers
- ☐ Overhead decks well supported no exposed posts

ENERGY CONSERVATION, FIREPLACES, CHIMNEYS AND VENTS

- ☐ Energy conservation measures incorporated into building plans
- ☐ Number and type of fireplaces indicated on plans
- ☐ Fireplaces in compliance with Brian Head township and Iron County standards
- ☐ Chimneys of inflammable material, preferable stone or masonry
- ☐ Non-reflective flues and vents
- ☐ Vents concealed and protected from damage by snow creep and snow shedding

FIRE PROTECTION AND WILDFIRE MANAGEMENT

- ☐ Roof materials rated as U.I. Class A or approved by Brian Head Public Safety Fire Dept.
- ☐ Main water lines eight inches (8") minimum diameter
- ☐ Water service lines to individual residences 1 ½ inches minimum diameter
- ☐ Fuel breaks from within 0 to 100 feet of structures as called out by Fire Dept.

CONSTRUCTION MANAGEMENT CHECKLIST

- ☐ Construction staging and material storage areas identified on site plan
- ☐ Temporary erosion control measures specified on site plan
- ☐ Topsoil storage area identified on site plan
- ☐ Trees to be retained and construction/tree protection fencing identified on site plan

APPENDIX B: ASPEN MEADOWS SARC APPLICATION FEES

Effective: January 1, 2023

All SARC fees and security deposits are subject to change without notice and may be adjusted at any time at the discretion of the Aspen Meadows Master Association. SARC fees are due in full at time of application and are non-refundable for any reason, including the re-sale of a Homesite - lot site and are not transferable to a new site purchaser. SARC security deposits are due at time of SARC approval and all construction starts. Additional fees will be due with Brian Head Township, separate from SARC, and due at time of application and approval for construction and grading permit activities.

SARC application fees:

No charge for initial SARC complementary review – prior to a site purchase. Time required: 30 + minutes generally with Aspen Meadows development office visit w/SARC representative.

This SARC review was completed on: _____ with _____

Homesite - Site Number # _____

Neighborhood _____

Prospective Site Purchaser _____ from _____

\$2,000 for SARC management for primary structure(s) involving a main home design within a development envelope, with a minimum of 2,000 square feet or more permitted of total site coverage, or in combination with a guest home under 2,500 square feet, and/or barn structure.

\$1,000 for SARC management for guest homes only with a footprint under 2,500 square feet

\$500 for SARC Pre-purchase Consultation Management Fee for prospective site purchasers who may obtain additional SARC input prior to the purchase or sale of a homesite after a complementary review, including a site visit. Time required: Two-three hours generally with a detailed review of site plan w/field visit with SARC representative, board member or consultant.

\$300 for minor amendments or additions to previously approved plans.

SARC fees are fixed and generally will not be exceeded except in very unusual circumstances where significantly greater amounts of SARC time are consumed by repeated unresponsive submittals and/or construction activities inconsistent with the Design and Development Guidelines, where **an additional SARC fee of \$500 would apply, for coverage of additional time, if incurred.** SARC fees cover time and travel costs incurred of professionals who make up the SARC staff, board members and consultants.

A SARC security deposit of \$1,000 is fixed and due at time of SARC homesite design approval and all construction starts, is refundable 30 days after completion of a homesite receiving a certificate of occupancy, and generally will not be applied to any cost of the SARC process unless a Violation of the Aspen Meadows Construction Rules & Regulations occurs and is cited by the Master Association. (See Appendix E: Construction Rules & Regulations, Rule #21, Schedule of Violations.)

APPENDIX C: COMMERCIALLY AVAILABLE NATIVE PLANTS

COMMON NAME

BOTANICAL NAME

EVERGREEN TREES

White Fir	<i>Abies concolor</i>
Alpine Fir	<i>Abies lasiocarpa</i>
Rocky Mountain Juniper	<i>Juniperus scopulorum</i>
Colorado Spruce	<i>Picea pungens</i>
Colorado Blue Spruce	<i>Picea pungens glauca</i>
Lodgepole Pine	<i>Pinus contorta latifolia</i>

DECIDUOUS TREES

Rocky Mountain Maple	<i>Acer glabrum</i>
Bigtooth Maple	<i>Acer grandidentatum</i>
Boxelder	<i>Acer negundo</i>
Shadblow Serviceberry	<i>Amelanchier canadensis</i>
Common Hackberry	<i>Celtis occidentalis</i>
Narrowleaf Cottonwood	<i>Populus angustifolia</i>
Aspen	<i>Populus tremuloides</i>
Chokecherry	<i>Prunus virginiana melanocarpa</i>
Smooth Sumac	<i>Rhus glabra</i>
Staghorn Sumac	<i>Rhus typhina</i>
Black Locust	<i>Robinia pseudoacacia</i>
Peachleaf Willow	<i>Salix amygaloides</i>

DECIDUOUS SHRUBS

Emerald Green Manzanita	<i>Arctostaphylos santii</i>
Silverberry	<i>Eleagnus commutate</i>
Common Juniper	<i>Juniperus communis</i>
Utah Juniper	<i>Juniperus osteosperma</i>
Rocky Mountain	<i>Juniper Juniperus scopulorum</i>
Saskatoon Serviceberry	<i>Amelanchier alnifolia</i>
Utah Serviceberry	<i>Amelanchier utahensis</i>
Douglas Rabbitbrush	<i>Chrysothamnus viscidifloris</i>
Red Osier Dogwood	<i>Cornus sericea 'Baileyi'</i>
Winterfat	<i>Eurotia lanata</i>
Rock Spirea	<i>Holodiscus dumosus</i>
Shrubby Cinquefoil	<i>Potentilla fruticose</i>
Alpine Currant	<i>Ribes alpinum</i>
Wood Rose	<i>Rosa woodsia</i>
Coyote Willow	<i>Salix exigua</i>
Elderberry	<i>Sambucus Canadensis</i>
Buffaloberry	<i>Shepherdia argentea</i>
Mountain Ash	<i>Sorbus scopulorum</i>
Mountain Snowberry/Coralberry	<i>Symphoricarpos oreophilus</i>

COMMON NAME

BOTANICAL NAME

PERENNIALS

Hollyhock
Rocky Mountain Columbine
Western Columbine
Native Bluebells
Chicory
Trailing Daisy
Sulphur Flower
Stork's Bill
Blanket Flower
Burgundy Blanket Flower
Dwarf Blanket Flower
Chilean Evens, Prairie Smoke
Common Sunflower
Blue Flax
Beebalm, Horsemint
Penstemon
Firecracker Penstemon
Rocky Mountain Penstemon
Rock Goldenrod
Common Mullein

Alcea rosea 'Chater's Double'
Aquilegia caerulea
Aquilegia Formosa
Campanula rotundifolia
Cichorium intybus
Erigeron flagellaris
Eriogonum umbellatum
Erodium cicutarium
Gaillardia aristata
Gaillardia grandiflora
Gaillardia grandiflora 'Goblin'
Geum triflorum
Helianthus annuus
Linum lewisii
Monarda fistulosa
Penstemon barbatus
Penstemon eatonii
Penstemon strictus
Petrorhiza pumila
Verbascum Thapsus

GROUND COVERS

Kinnikinnick
Dwarf Mountain Lover

Arctostaphylos uva-ursi
Pachistima canbyi

GRASSES

Crested Wheatgrass
Bluebunch Wheatgrass
Streambank Wheatgrass
Western Wheatgrass
Pubescent Wheatgrass
Big Bluestem
Purple Three-awn
Little Bluestem
Nodding Brome
Mountain Brome
Native Brome
Canada Wildrye
Great Basin Wildrye
Mammoth Wildrye
Blue Oat Grass
Bluebunch Wheatgrass
Slender Wheatgrass

Agropyron cristatum
Agropyron inerme
Agropyron riparium
Agropyron smithii rosanna
Agropyron trichophorum
Andropogon gerardii
Aristida purpurea
Avena scoparius
Bromus lanatipes
Bromus marginatus
Bromus pumelliana
Elymus canadensis
Elymus cinereus
Elymus giganteus
Elymus glaucus
Elymus spicatus
Elymus trachycaulus

COMMON NAME**BOTANICAL NAME****GRASSES**

Idaho Fescue

Sheep Fescue

Creeping Red Fescue

Perennial Ryegrass

Eski Sainfoin

Indian Ricegrass

Alipne Bluegrass

Alkaligrass

Bottlebrush Squirreltail

Little Bluestem

Alkali Sacaton

Sand Dropseed

Needle Grass

Needle and Thread

Indian Rice Grass

Festuca idahoensis

Festuca ovina

Festuca rubra

Lolium perenne

Onobrychis viviaefolia

Oryzopsis hymenoides

Poa alpinum

Puccinellia distans

Sitanion hystrix

Schizachyrium scoparium

Sporobolus airoides

Sporobolus cryptandrus

Stipa

Stipa comata

Stipa hymenoides

APPENDIX D: TREE REMOVAL PROCEDURES

Because Aspen Meadows aspires to retain the appearance of an undisturbed natural landscape, tree removal is not permitted for any new construction, major or minor renovation or site or landscape modification anywhere within a Homesite without SARC approval. Further, Owners shall comply with the Landscape Plan requirements as may be amended from time to time, including, but not limited to the following procedures:

PRE-PLANNING

All existing forest edges should be indicated on the certified site survey that is prepared before the pre-planning meeting. Significant trees should be located on the survey and approximate radius of the outermost branches should be recorded. No excavation or fill should be proposed within the branching radius of a tree that is to be preserved.

CONCEPTUAL PLANS

Within the development envelope and the driveway corridor, conceptual site plan and grading plans should indicate all significant trees that will likely be removed to accommodate the construction of building and the driveway. Outside the development envelope, selective thinning of forest trees to create or enlarge meadows, if proposed, should also be indicated on the site plan, but will only be approved by SARC for the purpose of enhancing views in the primary view corridor or for meadow and wildlife habitat improvement, trails, ski trails, ski ways, or common area improvements and forest regeneration. Where forest vegetation is essential to screen one neighbor from another, tree removal is not permitted.

FINAL PLANS

Final site plans must identify mature trees that will be removed or preserved within all disturbed areas. A final construction management plan must indicate where protective fencing is to be installed and should include provisions for temporary tree protection, maintenance during construction, and any permanent protective improvements such as tree wells and root aeration systems.

SITE INSPECTION

In conjunction with SARC's final plan review, an on-site field visit will be scheduled to inspect staking of the building and the area of disturbance. In preparation for this site inspection, the owner must flag all trees that will be removed and, in a different color, all trees to be protected during construction. SARC will review the flagging on site with the owner and, in its sole discretion, will approve or disapprove the proposed tree removals.

CONSTRUCTION

Flagging on the trees to be saved is to be left in place for the duration of the construction process. Contractors will be liable for damage to any trees that were to be saved. SARC or its representative may visit the site during construction to verify that the site work is proceeding in compliance with the approved plans.

APPENDIX E: CONSTRUCTION RULES & REGULATIONS

Aspen Meadows Construction Rules and Regulations are as follows:

1. Limits of Disturbance (LOD) must be established with orange plastic fencing prior to any site work occurring and be maintained through the course of construction. SARC shall inspect the site for compliance with this requirement prior to the commencement of construction and periodically during the course of construction. The placement of seasonal ski fence in areas where construction activity is adjacent to ski runs may be required in addition to or in lieu of the standard LOD fencing. This requirement will be determined by SARC on a case-by-case basis and the placement and maintenance of this fence will be the responsibility of the lot owner.
2. Construction vehicle access beyond Aspen Meadows gates and entrances may be denied during and after periods of heavy snowfall until roads have been adequately cleared to allow safe travel within Aspen Meadows. Four-wheel drive vehicles may be allowed to enter Aspen Meadows during these periods, at the discretion of the Master Association, if properly equipped for safe travel on snow covered roads. Notification of limited access or any gate or entrance closure may be obtained by calling the development office at 435.901.2500.
3. The contractor is responsible for erecting any required and/or allowed construction signs and displaying the building permit. One construction sign is provided by the Master Association for installation by the contractor when the project begins identifying the contractor's license # and emergency cell # contact, address, site lot number and the site owner's formal last name.
4. Contractors are responsible for being familiar with and complying with the Aspen Meadows Fire Prevention Plan including all Emergency Contact Numbers and all aspects of the Design and Development Guidelines.
5. Construction staging and storage of building materials shall take place only within the limits of disturbance and building materials are only allowed to be delivered directly to the construction site. The staging area, material laydown areas, all construction materials, and trash disposal bins shall be located in as compact an area as possible close to the approved building site, wherever they are the least visible.
6. Construction dumpsters are required on all job sites to keep the work site clean. No stockpiling of debris is permitted outside of these containers and there will be no storage of containers in roadways or shoulders at any time. Dumpsters are to be emptied regularly or as needed and must be removed when construction is completed or halted for more than thirty (30) days. At any time the Master Association Management may require a builder to clean up construction debris that is discovered to be found beyond their site or construction boundary area.
7. The contractor may maintain a small job office or trailer on the site up until thirty (30) days after completion of the permanent structure.
8. Construction site vehicles, equipment and employee vehicles will park within the designated parking area only, as determined at the pre-construction meeting and designated on the construction mitigation plan. No overnight parking at any time. No construction vehicles may park on roads outside the areas specified, nor is trespassing by workers permitted outside these

areas. These requirements include all contractors and sub-contractors, and all related construction equipment, trailers, portable tool or storage units, will not be allowed to park or remain on the street and all sites must be designed to accommodate all construction-related vehicles and deliveries. Heavy equipment deliveries to be well managed to traffic (see #17).

9. The general contractor is responsible for providing and regularly servicing temporary, enclosed chemical toilets at the construction site, preferable screened from view and located away from neighbors. Such facilities must be removed when construction is completed or construction is halted for any reason, for more than thirty (30) days.
10. No firearms or unchained dogs shall be allowed on construction sites.
11. Noise from radios and other similar electronic devices shall not be audible more than two-hundred feet (200') from the center of the construction site.
12. Utility installations or interruptions in traffic on Aspen Meadows roadways shall be coordinated with SARC. Intermittent safe traffic flow is to be maintained during periods of temporary interruption.
13. Damage to existing roadways, landscaping or other Aspen Meadows infrastructure shall be repaired at the expense of the lot Owner responsible for the damage, whether the damage was done by a contractor, sub-contractor or individual.
14. Alteration of vehicular guardrail to accommodate a construction project on any lot must be done in strict compliance with established Aspen Meadows infrastructure standards and requires prior approval by SARC or the Master Association.
15. Brian Head at the elevations from 9,600' to 10,500' within Aspen Meadows is recognized as a short season build cycle and no construction work therefore may start before 7:00 am but may continue up to and after 7:00 pm, especially in the summer months as needed. Please keep deliveries and large equipment (including Dump, Transport, Pumps, Cranes and other loud trucks) to an 8:00 a.m. start time for the courtesy of current residents when possible. No outside construction work is to be conducted on the following holidays including: New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and all Federal or Utah State recognized holidays. Interior finish work will be allowed after hours, but only with written approval by SARC or the Master Association.
16. Concrete trucks will not be allowed to wash out in roadways and shoulders. The lot builder may be responsible to provide a wash site for the trucks within the limits of disturbance, and at no time allowing the material to leave the limits of disturbance. The developer will provide wash sites located and identified within each neighborhood for use to control post-waste.
17. All deliveries will conform to the above construction hours. If any staging, including but not limited to cranes, concrete trucks and material deliveries, occupies one third of the road width or more, you will be required to employ flaggers during this process.
18. Ski trails are closed to all construction activity. Access may be obtained only with the written approval of SARC or the Master Association. During the months of Nov. 1st through June 1st,

there will be no access for construction or adjacent excavation that would affect the ski trail due to the ski season.

19. Snow removal and storage will only be allowed within the limits of disturbance unless blown beyond the construction fencing. At no time will the builder be allowed to remove or place snow on roadways, shoulders, adjacent lots or open space.
20. All roadway speed limits and regulations are strictly enforced as posted.
21. Violations of Aspen Meadows Construction Rules will be subject to fines as allowed by the CC&R's and assessed through the Master Association. The owner's construction security deposit required and paid at time of their SARC application, will be the first source of payment for any assessment. Non-compliance assessment fees shall be charged as follows:

Schedule of Violations:

Initial Warning	First security deposit in place of \$1,000 and \$0 fine
First Violation	\$250 to \$500 depending on severity of first violation or period of time of non-compliance to initial warning
Second Violation	\$500 and, shut down of job site , and second security deposit of \$2,500 due prior to start-up of job site
Third Violation	\$1,000
Subsequent Violations	\$2,500 and immediate closure of job site until appropriate remediation occurs

APPENDIX F: DEFINITIONS

DEFINITION OF TERMS

Aspen Meadows – shall be all areas that are covered by Aspen Meadows Master Declaration of Covenants, Conditions, Easements and Restrictions for Aspen Meadows – A Planned Master Community (CC&R’s).

Aspen Meadows Mountain Zoning – shall be an overlay of zoning regulations and land use codes which meet or exceed existing Brian Head township standards and as approved within the Master Annexation and Development Agreement with Brian Head Township and Aspen Meadows.

“Aspen Meadows – Of The Mountain” – an expression, or short statement capturing the project’s spirit, core values, fundamental beliefs and philosophical guiding principles applied within the careful visioning and master-planning design process to the development of the Aspen Meadows community.

Architectural Projections – shall mean any projections beyond exterior walls such as fascia, roof rafters, eaves, poles, posts, columns, balconies, wing walls, fireplaces, bay windows, etc.

Balcony – shall mean an extension of the residence which is accessible from the second story with cantilevered supports. Such space shall be further classified as a non-livable space.

Basement – shall mean a livable floor having at least fifty percent (50%) of each of the perimeter walls below grade.

Board of Trustees – shall mean the Board of Trustees of Aspen Meadows Master Association.

Building Envelope – shall mean the area of residential or commercial property bound by setback lines.

Building Footprint – shall mean the Lot area within a homesite development envelope covered by structures including the interior and the exterior spaces such as living area, garage, covered patio, porch, and porte co-chere.

Building Height – shall mean the distance from natural grade to the top of the highest building element.

Conceptual Master Plan – shall be an overall, master-planned overlay of development data land use conceptual design mapping as approved within the Master Annexation and Development Agreement with Brian Head Township and Aspen Meadows.

Dark Sky – shall mean the volunteer dark sky guidelines and lighting initiatives for Aspen Meadows.

Declarant – shall mean Plumb Investment LC and G & P Ranch & Goliath Properties LLC.

Declarant Exempt – shall mean the declarant is exempt from the provisions of these Design Guidelines.

Declaration – shall mean the Master Declaration of Covenants, Conditions, Easements and Restrictions for Aspen Meadows – A Planned Master Community .

Development Control Map – shall mean the control map designed by neighborhood, from the project's overall Conceptual Master Plan Map that is provided by SARC designating residential neighborhoods, building site and building envelope limits, commercial development, maximum footprint area, finish building heights, planned recreational amenities, ski villages and other commercial, civic planned land uses and/or restrictions placed on the land use for Aspen Meadows.

Development Envelope – shall mean within each Aspen Meadows lot parcel or “Homesite” are three (3) zones, of which, the main development zone is a “Development Envelope” zone, where all structures are intended, identifying contained development area allowed for all structures and site improvements relating to residences including primary residential structure, guest house, barn and other accessory buildings and all ancillary facilities such as patios, decks, dog runs, gardens, lawns, paved areas, pools and other recreational facilities (except the driveway – see definition of Driveway Corridor) with defined and restricted development standards allowed.

Driveway Corridor – shall mean within each Aspen Meadows lot parcel or “Homesite” are three (3) zones, of which, the second primary zone is a “Driveway Corridor” zone, which is the contained area allowed for all driveways and related paving or road site improvements servicing all driveway accesses to residences and related structures with defined and restricted development standards allowed.

Design Guidelines – shall mean the Design and Development Guidelines for Aspen Meadows.

Four-Way Inspection – shall mean an inspection to ensure the overall construction and heights are per the approved Homesite plans by the SARC, all roof penetrations are appropriately located and all exterior lighting is positioned compliant with the Design Guidelines.

Homesite – shall mean each Aspen Meadows individual lot parcel; referred to as a “Homesite”.

Homesite Zone – shall mean within each Aspen Meadows lot parcel site plan or “Homesite” is comprised of three zones, of (1) The Development Envelope, (2) The Driveway Corridor, and (3) The Natural Open Space Zone, each intended for defined and restricted development standards allowed.

Homesite Land Parcel Types and Sizes – shall mean each Aspen Meadows lot parcel total size in average acreage considerations comprised of three types, of (1) New Home Lots: Just under 1 acre to 2 acres, (2) Estate Home Lots: 2 acres to 5 acres, and (3) Ranch Lots: 5 acres and larger.

Homesite Site Plans – shall mean each Aspen Meadows land parcel lot shown within a conceptual Homesite Site Plan (“Site Plan”) which has been prepared by the developer to reflect the analysis of the land and site for each Homesite to highlight site-specific constraints, easements, elevations, viewsheds, and opportunities that should be considered in site planning and to define the general location of the development envelope and a possible location for the driveway corridor. Site Plans are available for all adjoining owners, to best understand neighboring impacts upon request.

Living Area – shall mean floor area square footage calculations by way of spaces located within the exterior building walls of a residence, excluding garage, porch, patio, exterior stairs and storage or mechanical equipment area accessible from garage or exterior of the building. Interior stairs shall be counted as living area only on the first floor.

Mountain Contemporary – shall mean an ever emerging, evolving and timeless, Architectural Style which is respectful and authentic to its high-altitude site and inspired from a multitude of new mountain home designs, ranches, and second-home residences with strong applications of future mountain homes with the use in collections of natural or reclaimed materials combined with today’s desired, high-end luxury amenities – a respected blend of Western-Traditional with a dominant blend of New Modern, Scandinavian, Nordic, Contemporary together with the ageless Rustic hues and influences’ of yesterday. Low massing forms and sustainable elements defining interior and exterior experiences carefully chosen and seen throughout today’s Intermountain Western Mountain Resort Communities in Utah, Nevada, Colorado, Wyoming and Montana.

Mountain Resort Development – shall mean all areas as designated within the CC&R’s. Refer to section Article 15: Mountain Resort Development of Declaration.

Natural Open Space – shall mean within each Aspen Meadows lot parcel or “Homesite” are three (3) zones, of which, the third primary zone is the “Natural Open Space” zone, which is the zone which encompasses all remaining areas of the homesite that are outside the development envelope and driveway corridor, solely intended for no development.

Neighborhood – shall mean any of the areas designated by name planned within Aspen Meadows such as: Christmas Tree Neighborhood, Founders Neighborhood, Pioneer Neighborhood, Southeast Neighborhood, or any other area that may be designated by the Development Control Map.

Neighborhood Association or Sub-Association – shall mean any association formed in Aspen Meadows other than the Master Aspen Meadows Association.

Owner – refer to section 1.38 of the Declaration. For purposes of site plan design review processing the applicant having a power of attorney to represent the owner shall be defined as the owner.

Private Yard Spaces – shall mean any yard on a residential homesite lot that is hidden by walls or structures and is generally (more closed) not visible to the greater public from adjacent areas.

Public Yard Spaces – shall mean any yard on a residential homesite lot that is not hidden by walls or structures and is generally (more open) visible to the greater public from adjacent areas.

SARC Committee – shall mean the Aspen Meadows Site Architectural Review Committee (SARC).

SARC Review Process – shall mean the Aspen Meadows Site Architectural Review Committee (SARC) review process for “new home design review and submission process”, for all new homesite designs, including (step one) the pre-planning meeting, (step two) the conceptual design review and (step three) the final plan review and approvals.

Terrace – shall mean an extension of the residence accessible from the second story which has supports extending to the ground. Such area is further classified as non-livable area for living area square footage calculations.

Walk-out basement – shall mean a livable floor having at least fifty percent (50%) of the total area of the perimeter walls below grade. Additionally, the walls with a door must be at least thirty inches (30”) below grade.

ONLINE RESOURCES

REFERENCES

The Problem of Light Pollution, International Dark-Sky Association, Information Sheet 1, May 1996.

Light Pollution – Theft of the Night, International Dark-Sky Association, Information Sheet 90, October 1993.

Residential & Dusk to Dawn, International Dark-Sky Association, www.darksky.org, January 2004.

Landscape Lighting, International Dark-Sky Association, www.darksky.org, January 2004.

Dark Sky Planning – Guidance & Best Practices, by the International Dark-Sky Association, and Utah Workforce Services Housing & Community Development July 2020, <https://www.darksky.org/wp-content/uploads/bsk-pdf-manager/2020/08/Dark-Skies-Issue-Guide-7-27-2020.pdf>

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date first set forth above.

DECLARANT:

G & P RANCH, LLC, a Utah limited liability company

By: _____

Name: _____

Its: _____

GOLIATH PROPERTIES LLC, a Utah limited liability company

By: _____

Name: _____

Its: _____

PLUMB INVESTMENT LC, a Utah limited liability company

By: _____

Name: _____

Its: _____

EXHIBIT E

Aspen Meadows Master Declaration

EXHIBIT F

Aspen Meadows Mountain Zoning



Aspen Meadows

BRIAN HEAD

MOUNTAIN ZONING

ASPEN MEADOWS – OF THE MOUNTAIN



A PLANNED MASTER COMMUNITY

FIRST EDITION: JUNE 15, 2023

INTRODUCTION

Aspen Meadows, a master-planned mountain resort community, located just under the highest peak, at 11,312' (Brian Head Peak) in Iron County, Utah in Brian Head, Utah is a special collection of lands that occupies an area of remarkable natural beauty and local historical reference. With its magnificent forests of aspen and fir, its spacious mountain meadows, and its breathtaking views, Aspen Meadows is unique to the mountain ranges of Brian Head and the Markagunt Plateau.

The project is envisioned as a legacy, multi-decade, master-planned resort and residential neighborhood development that occupies an area comprising of nearly 2,000 acres. Alpine lands with unique soul, sights and solitude, never before seen by most visitors to this region of southern Utah previously, and destined to, triple the skiable acres of the Brian Head Resort from 650 skiable acres to just over 2,000 skiable acres and provide the greater Brian Head community and visitors, the addition of new ski lifts, ski trails, and snowmaking, servicing the expanded terrain. A thoughtfully designed quasi-public-private ski-in/ski-out community comprised of residential, commercial, recreational, resort, and civic uses.

As a part of this history, size, and vision for the many uses common to a master-planned resort such as Aspen Meadows, is the importance placed in applying well defined, Land Use Code and Zoning ordinances which provide consistent and quality oversight for all land development envisioned.

Aspen Meadows, as a part of its Annexation and Development Agreement with Brian Head Town, has adopted both the Brian Head Township Title 9 – Land Management Codes with an overlay of Aspen Meadows Mountain Zoning Code, as a total of these combined requirements.

The following summarizes the additional mountain zoning code requirements, which meet or exceed the Brian Head Township code requirements which govern all residential, civic and commercial development within Aspen Meadows.

ASPEN MEADOWS MOUNTAIN ZONING

The Aspen Meadows Mountain Zoning requirements are referenced within the Aspen Meadows Design and Development Guidelines and are subject locally to the Land Use Code and Zoning ordinances – Title 9 – Land Management Code, adopted within the Brian Head township and as required within the Brian Head planning department, (referred to as “Brian Head Township Zoning”) along with specific regulations overlaid on all development within Aspen Meadows, (referred to as “Aspen Meadows Mountain Zone or Mountain Zoning”), which is an overlay of zoning applicable exclusively to the Aspen Meadows community.

These two land use codes, combined in practice and enforcement, of the Brian Head Township Zoning and Aspen Meadows Mountain Zoning land use conditions and codes, include more

detailed requirements for site conditions, setbacks, building heights, density, uses, etc., in the overall Aspen Meadows' community.

These conditions, are purposely ones, which either, meet or exceed, existing code and zoning criteria and as approved within the Aspen Meadows Annexation and Development Agreement with Brian Head Township and Aspen Meadows.

9-7-12 Aspen Meadows Mountain Zoning

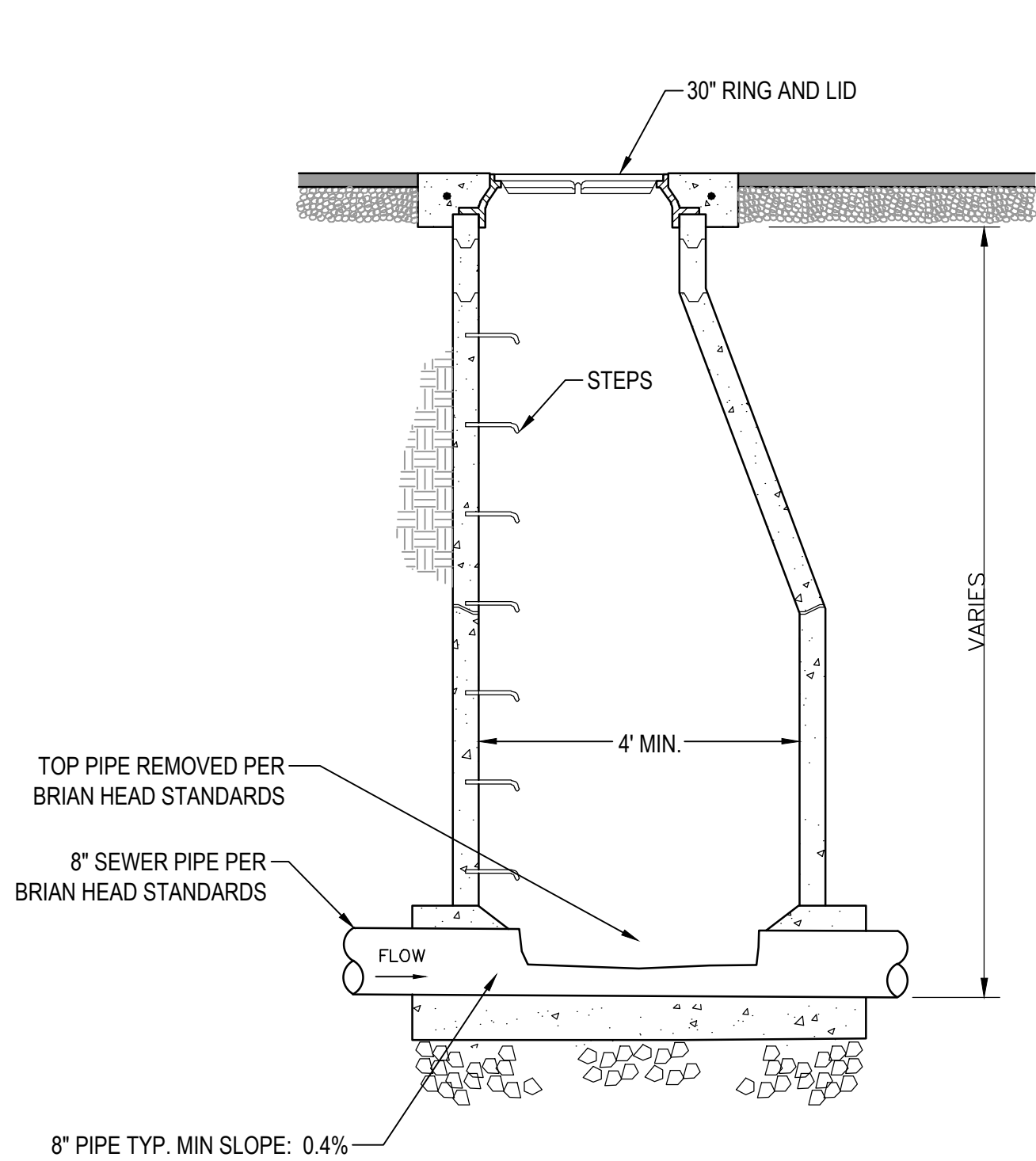
9-7-1: R-1 Single-Family Residential	Topic	Mountain Zone Code
Section C Conditional Uses:	Mother-in-law / guest house accessory use	Not to exceed 2,500 SF.
Section D Physical Restrictions:	4. a. Driveways	Minimum Five (5') set back from side corners at road frontage of all driveway edging, pavement or other surface materials.
	5. Maximum height Refer to 9-7-10.	Thirty-five (35') with town requirement, acknowledgment and notary of a required Bonus Request Statement.
	6. Maximum building coverage. Refer to Aspen Meadows Design and Development Guidelines.	Each individual building lot in Aspen Meadows is made up of three (3) zones; the development envelope zone, the driveway corridor zone and the natural open space zone. Building coverage is measured by total site coverage which cannot exceed 25% of the total individual lot size measured in square feet and as identified within the Aspen Meadows development envelope zone only per individual lot.
	Refer to 9.12.10 B Driveway Standards	Minimum width allowed twelve feet (12') for Residential Single-Family Dwelling (SFD)
9-7-5: VC Village Commercial	Topic	Mountain Zone Code
Section D Physical Restrictions:	5. Maximum height	Additional heights may be applied for though the Town CUP Conditional Use / Variance application process taking into account, design, uses, massing, stepping, commercial and residential mix & ceiling heights such as found within an anchor hotel. This condition applies to only one of the two envisioned Villages, being the Art Village for Aspen Meadows.
9-7-7: ROS Recreation Open Space	Topic	Mountain Zone Code
Section C Conditional Uses:	Square Footage	Outfitter Cabins, Ski Lodges and other resort-planned support buildings may exceed 1,500 SF in size.
	Horse Boarding	Allowed.
	Permitted Accessory Uses	Detached or attached single-family residence used only for the use of ranch / outfitter caretaker, watchman or similar employee of a permitted use, when located upon the same site as said permitted use.
9-10-7 Temporary Structures and Tents	Topic	Mountain Zone Code
Section A	Tents, Temporary Structures, Yurts, and Storage or Metal Cargo Containers.	Use of storage or metal cargo containers for either permanent or temporary residential use is not allowed within Aspen Meadows. Tents, yurts, temporary structures or storage needs allowed for use only by the declarant for planned resort amenity site specific uses and development purposes such as planned events, on-hill skier-hubs, field office use or storage of materials on site.
9-12-5: Landscaping and Fences	Topic	Mountain Zone Code
Section C Fences	2. Perimeter Fencing	Perimeter fencing allowed throughout Aspen Meadows development and its boundaries for purposes of providing security, controlled access points and ongoing monitoring and prevention of unauthorized access onto property. All public access points to be controlled, marked and designated for hiking and mountain bike access only into and out of property together with controlled main public road access points. For fencing standards allowed within Aspen Meadows, refer to the Aspen Meadows Design and Development Guidelines.

First Edition: June 15, 2023

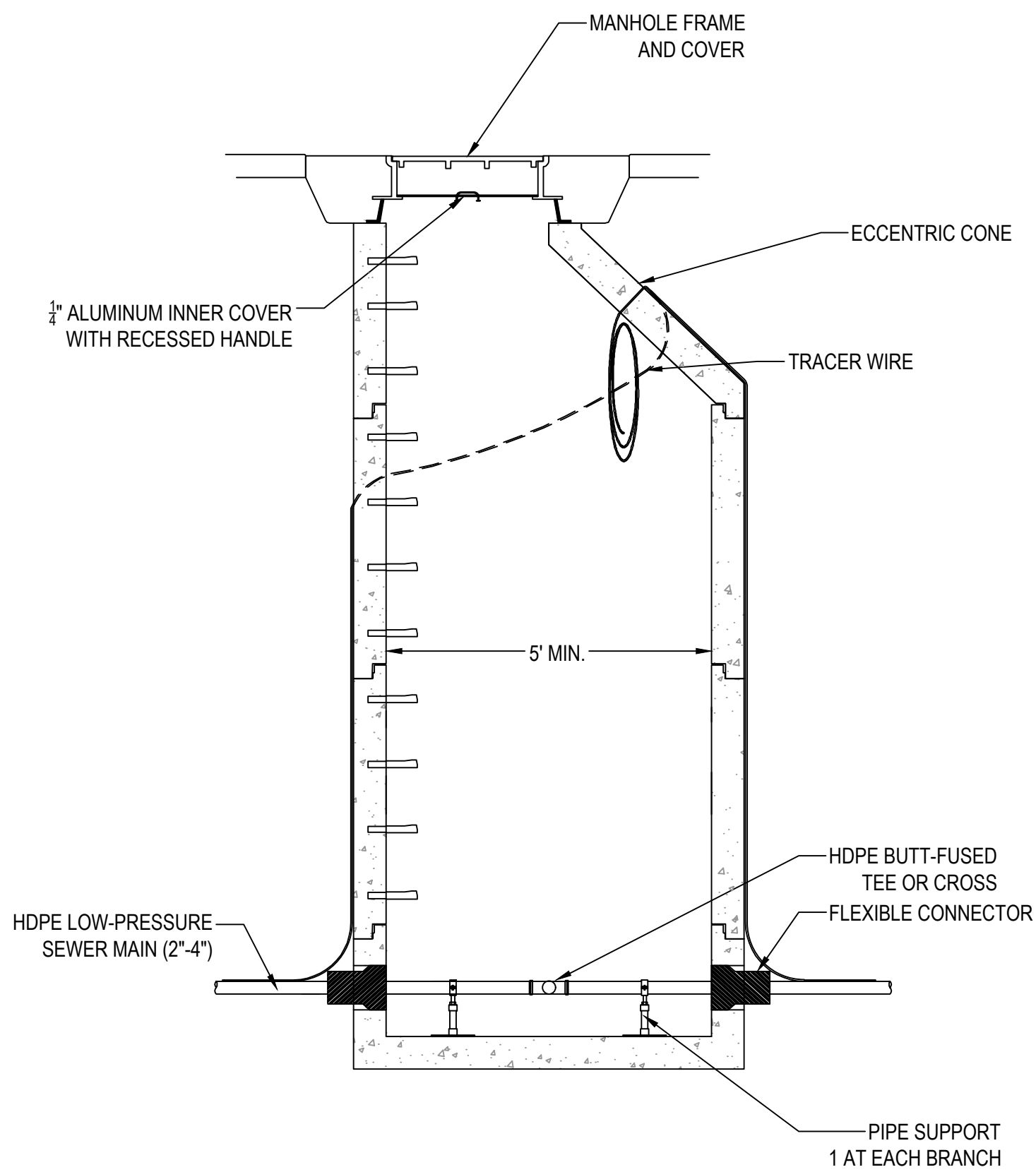
Subject to adoption by Brian Head Town Planning Commission and Brian Head Town Council,
Within the Aspen Meadows Annexation and Development Agreement

EXHIBIT G

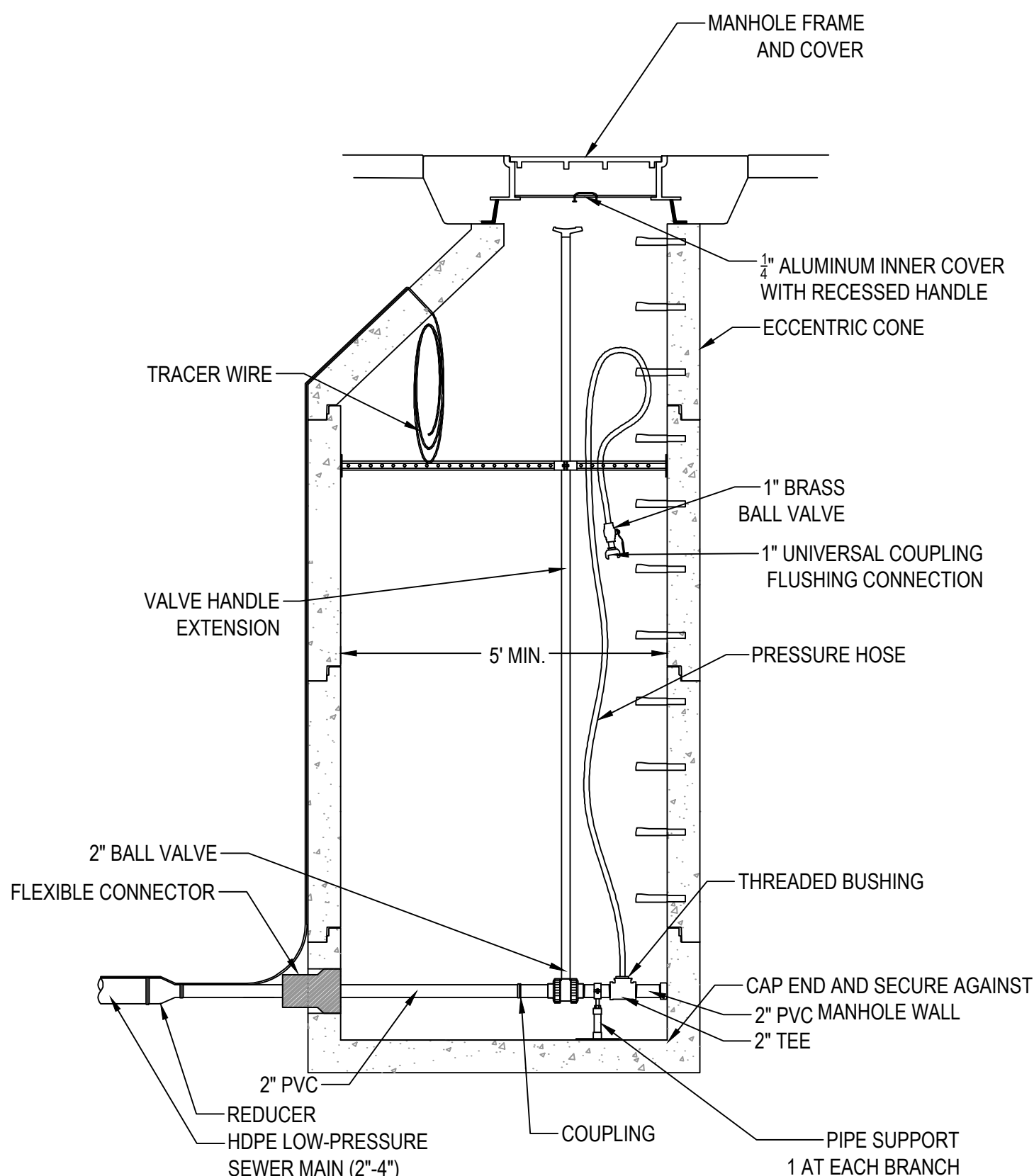
Aspen Meadows Sewer Exhibit



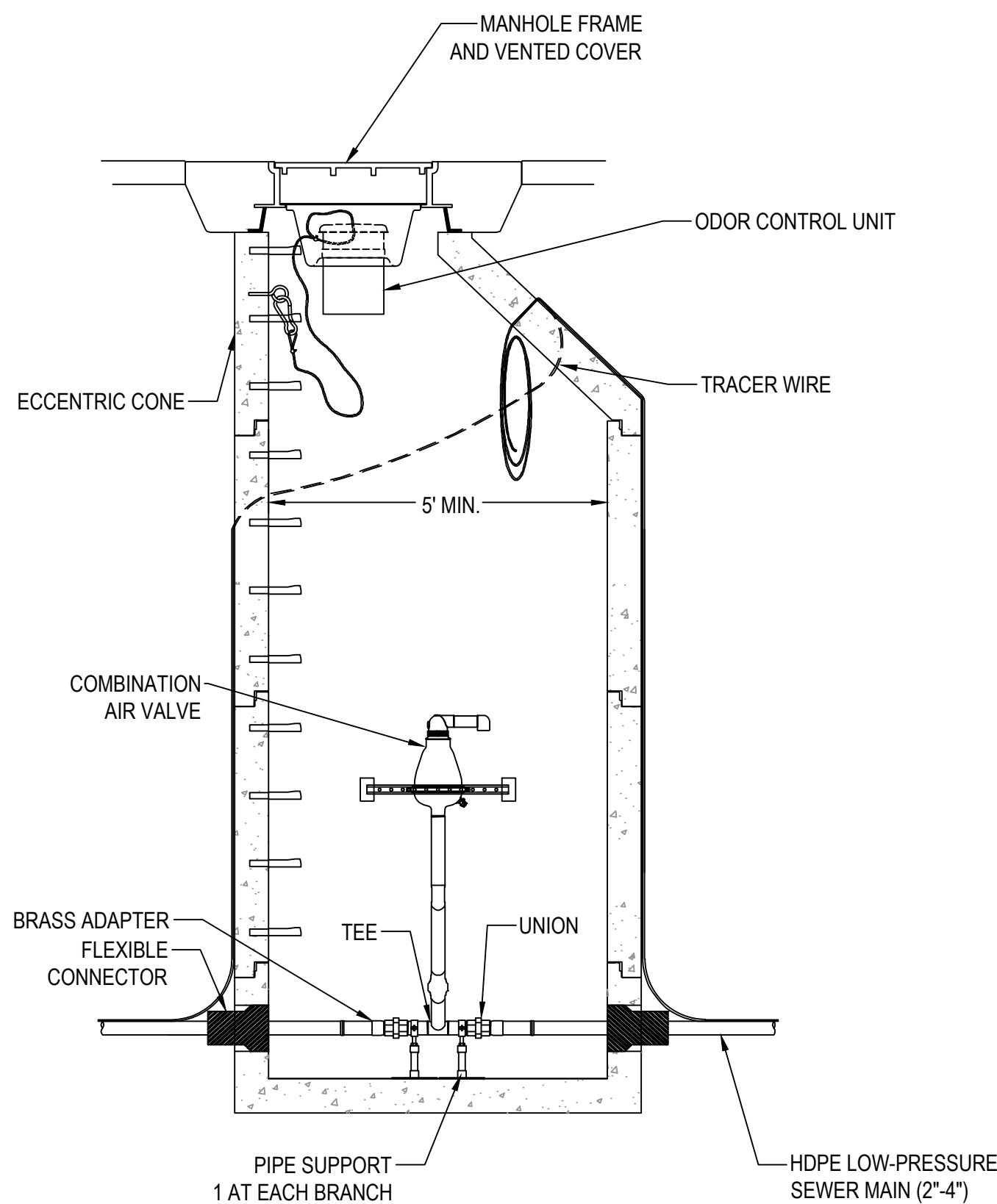
TRADITIONAL GRAVITY FLOW
SEWER MANHOLE



LOW-PRESSURE
JUNCTION MANHOLE



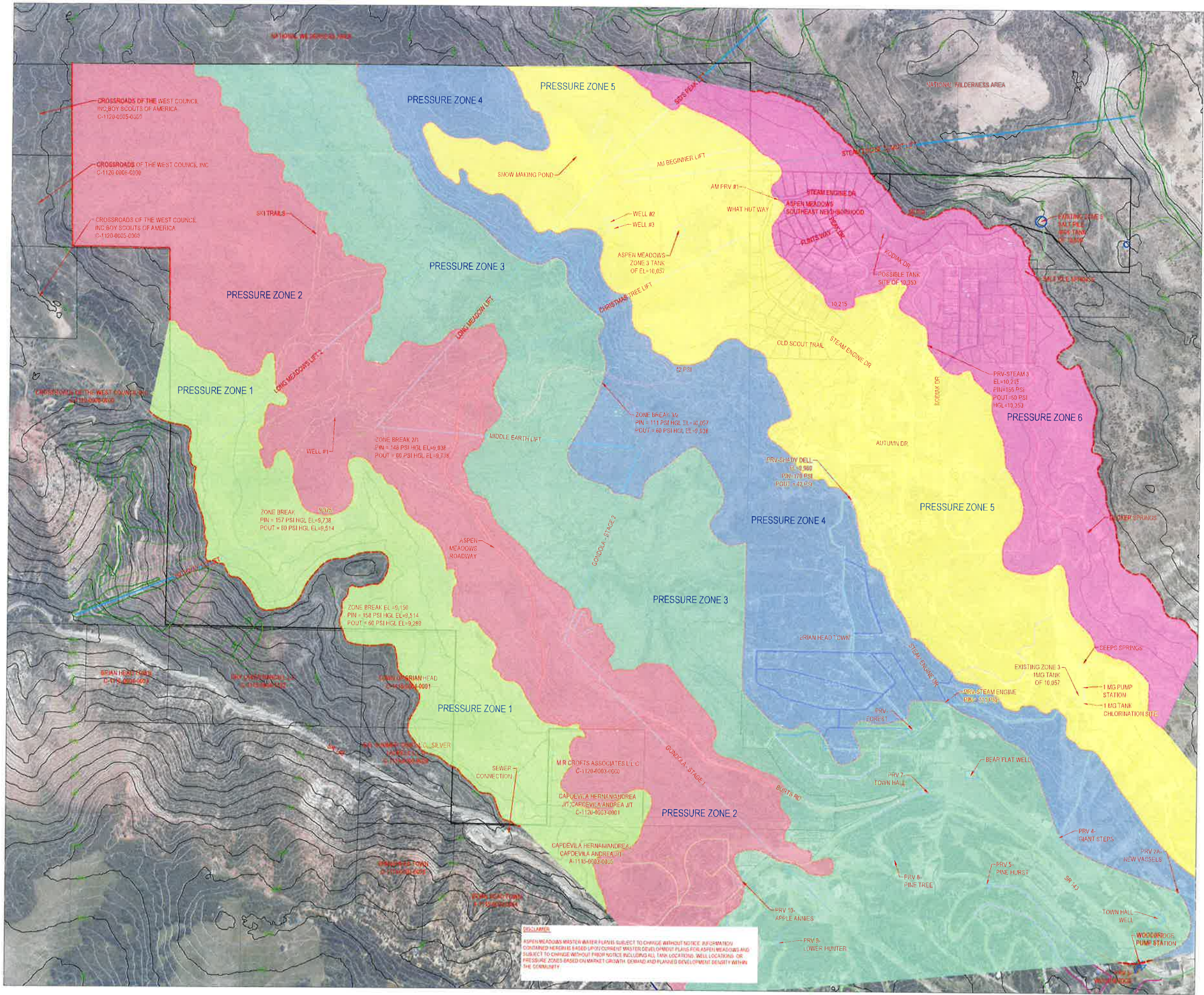
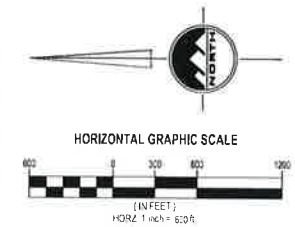
DEAD END LOW-PRESSURE JUNCTION
FLUSHING CONNECTION



LOW-PRESSURE
COMBINATION AIR VALVE

EXHIBIT H

Aspen Meadows Water Exhibits



LEGEND

- EXISTING 6" WATER LINE
- EXISTING 8" WATER LINE
- CFP PROPOSED WATERLINE
- PRESSURE ZONE BOUNDARY
- PRV
- WELL
- SPRING
- TANK
- PUMP STATION
- PUMP STATION



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Suite 210
Cedar City, UT, 84720
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TOOELE
Phone: 435.843.3590

LAYTON
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Phone: 435.895.2983

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FOR:
PLUMB INVESTMENT LC
201 SOUTH MAIN STREET SUITE 2000
SALT LAKE CITY, UTAH 84111
CONTACT:
A. PLUMB DECKER
PHONE: 801-456-4140

**ASPEN MEADOWS
PRESSURE ZONES EXHIBIT H
PLUMB INVESTMENT LC
BRIAN HEAD, UTAH**

**PRESSURE ZONES
EXHIBIT H**

PROJECT NUMBER: 10752
PROJECT DATE: 12/10/22
DRAWN BY: TMG
CHECKED BY: JTN
PROJECT MANAGER: CLN

EXHIBIT H

ASPEN MEADOWS AT BRIAN HEAD, UTAH

EXHIBIT H - TOTAL WATER DEMANDS WITH 0.25 Ac-ft/UNIT - 11.14.2024

AVERAGE ELEVATION = 9500 TO 10,500 FT ABOVE MSL

ENSIGN PROJECT NUMBER 10752

ITEM NO.	TYPE OF USE		Units	% of ERC	Weighted ERCs	PEAK DAY SOURCE DEMAND						STORAGE DEMAND				PEAK INSTANTANEOUS DEMAND		ANNUAL WATER RIGHTS DEMAND	
						ERC UNIT DEMAND		TOTAL PEAK DAILY DEMAND				UNIT DEMAND		TOTAL DEMAND				UNIT DEMAND/ERC	OCCUPANCY RATE
						WINTER	SUMMER	WINTER	SUMMER		WINTER	SUMMER	WINTER	SUMMER	WINTER	SUMMER	100.00%		
																	TOTAL		
						I. POTABLE WATER DEMANDS			(a)	(b)	(GPD)	(GPD)	(GPM)	(GPM)	(GPD)	(GAL)	(GAL)	(GAL)	(GAL)
	(FORMULAS)		(c)	(d)	(e)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)				
						(b)*(c)/1440	(b)*(d)/1440	(g)*1440mpd	(c)/2	(d)/2	(b)*(i)	(b)*(j)	(10.8*(b)^0.64)		(AM #)	(b*(o)*100%)			

ASPEN MEADOWS AT BRIAN HEAD - LANDS TO BE ANNEXED

A	ASPEN MEADOWS ART VILLAGE (700 Density Units)		700															
	1.	Hotel Condominium																
	1.a.	3 bedroom 3 bath Condominiums		100	100.00%	100.00	245	245	17.01	17.01	24,500	123	123	12,250	12,250		0.25	25.00
	1.b.	2 bedroom 2 bath Condominiums		250	75.00%	187.50	245	245	31.90	31.90	45,938	123	123	22,969	22,969		0.25	46.88
	1.c.	1 bedroom 1bath Condominiums		150	50.00%	75.00	245	245	12.76	12.76	18,375	123	123	9,188	9,188		0.25	18.75
	2.	Hotel rooms		200	29.17%	58.33	245	245	9.92	9.92	14,292	123	123	7,146	7,146		0.25	14.58
	3.	Hotel restaurant		200	4.38%	8.75	245	245	1.49	1.49	2,144	123	123	1,072	1,072		0.25	2.19
	4.	Hotel convention center		500	1.25%	6.25	245	245	1.06	1.06	1,531	123	123	766	766		0.25	1.56
	5.	Office space		160,000	0.006%	10.00	245	245	1.70	1.70	2,450	123	123	1,225	1,225		0.25	2.50
	6.	Retail space		6	100.00%	6.25	245	245	1.06	1.06	1,531	123	123	766	766		0.25	1.56
B	ASPEN MEADOWS FOUNDERS NEIGHBORHOOD (150 Density Units)		150															
	7.	Single family new home lots		62	133.00%	82.46	245	245	14.03	14.03	20,203	123	123	10,101	10,101		0.25	20.62
	8.	3 bedroom 3 bath townhome		20	100.00%	20.00	245	245	3.40	3.40	4,900	123	123	2,450	2,450		0.25	5.00
	9.	2 bedroom 2 bath townhome		28	75.00%	21.00	245	245	3.57	3.57	5,145	123	123	2,573	2,573		0.25	5.25
	10.	3 bedroom 3 bath cottages		16	100.00%	16.00	245	245	2.72	2.72	3,920	123	123	1,960	1,960		0.25	4.00
	11.	2 bedroom 2 bath cottages		24	75.00%	18.00	245	245	3.06	3.06	4,410	123	123	2,205	2,205		0.25	4.50
C	ASPEN MEADOWS LONG MEADOW NEIGHBORHOOD (115 Density Units)		115															
	12.	Single family estate lots		70	150.00%	105.00	245	245	17.86	17.86	25,725	123	123	12,863	12,863		0.25	26.25
	13.	Single family new home lots		45	133.00%	59.85	245	245	10.18	10.18	14,663	123	123	7,332	7,332		0.25	14.96
	14.	Sid's Cabin Restaurant		100	4.38%	4.38	245	245	0.74	0.74	1,072	123	123	536	536		0.25	1.09
D	ASPEN MEADOWS RANCH NEIGHBORHOOD (75 Density Units)		75															
	15.	Single family ranch lots		75	133.00%	99.75	245	245	16.97	16.97	24,439	123	123	12,219	12,219		0.25	24.94
E	ASPEN MEADOWS OFFICES / TOWN OF BRIAN HEAD																	
	16.	Aspen Meadows Property Management Office		3,000	0.006%	0.100	245	245	0.02	0.02	25	123	123	12	12		0.25	0.03
	17.	Aspen Meadows Development Office 3000		3,000	0.01%	0.100	245	245	0.02	0.02	25	123	123	12	12		0.25	0.03
	18.	Brian Head Town Public Works / Fire station and EMS Building		7	8.75%	0.613	245	245	0.10	0.10	150	123	123	75	75		0.25	0.15

EXHIBIT I

Aspen Meadows Well Exhibit

ASPEN MEADOWS WELL EXHIBIT I
GOLIATH PROPERTIES LLC, G&P RANCH LLC
WELL DRILLING PROJECT
BRIAN HEAD, UTAH

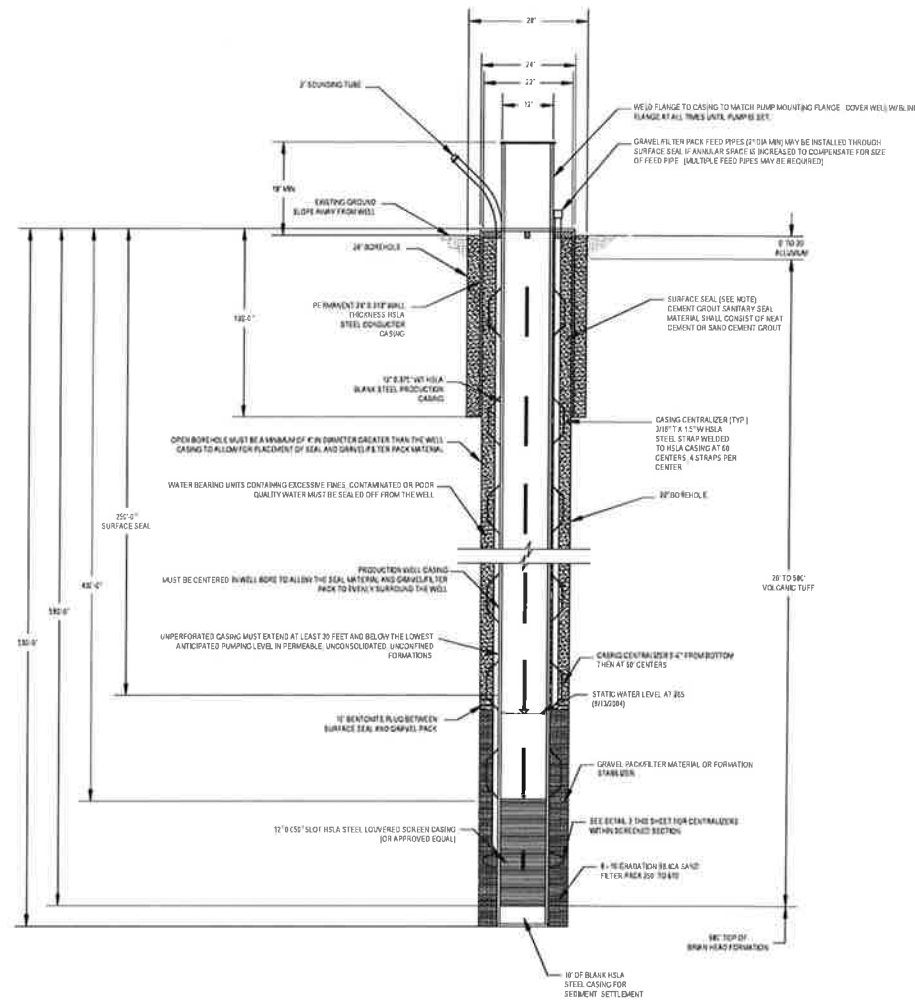
WELL CROSS SECTION
EXHIBIT I

PROJECT NUMBER: 10152
DRAWN BY: JDA
PROJECT MANAGER: CLN
PRINT DATE: 12/13/2022
CHECKED BY: JCC

EXHIBIT-I

WELL #1

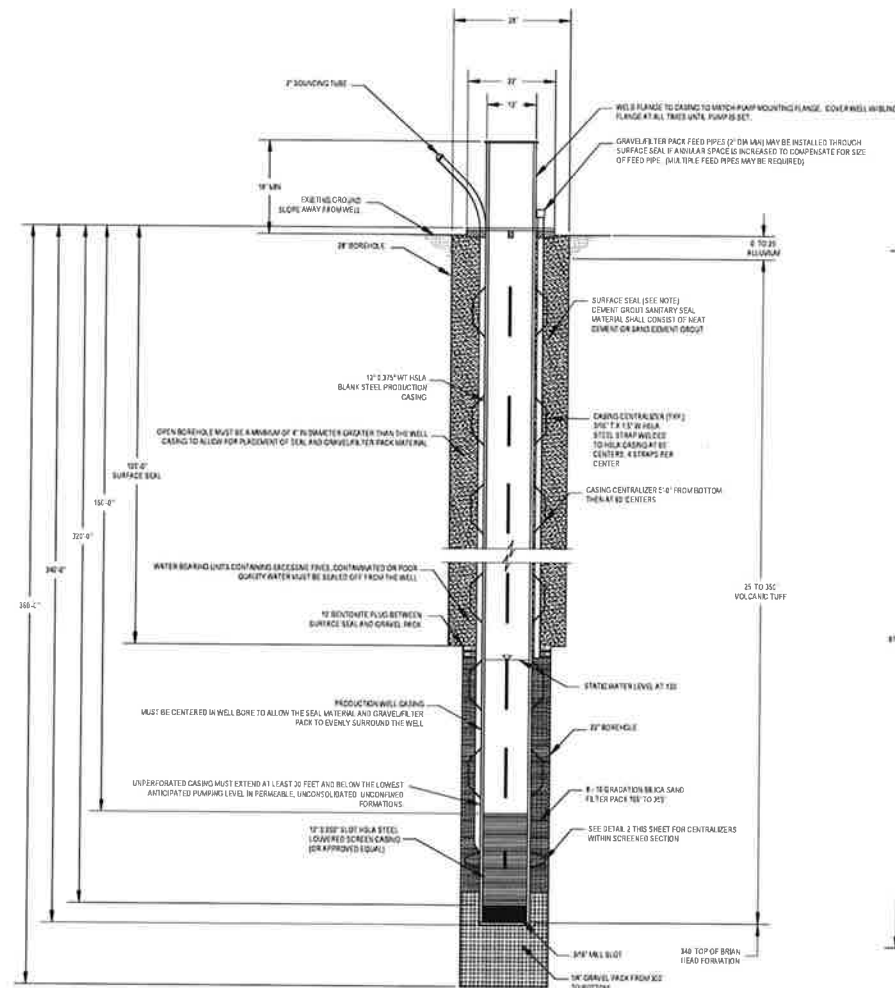
DEPTH: 590 FT.



FINAL PLANNED
(MIDDLE EARTH)

WELL #2

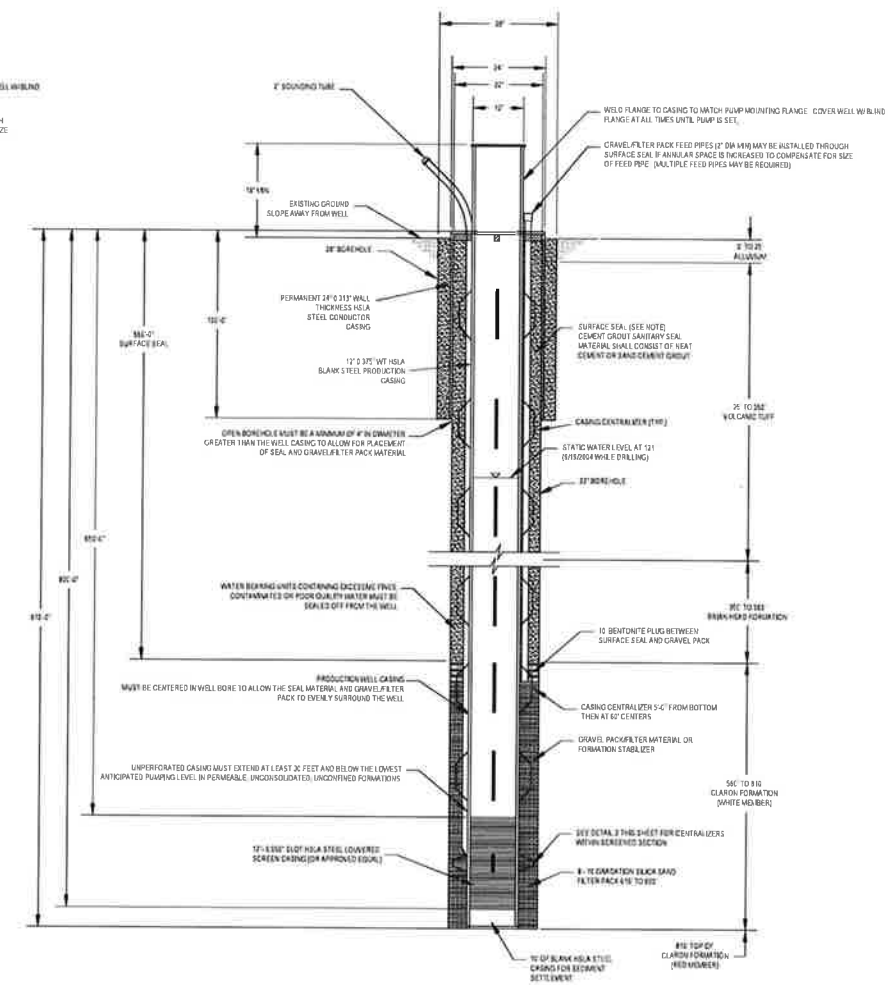
DEPTH: 360 FT.



INSTALLED 2022
(LONG MEADOW)

WELL #3

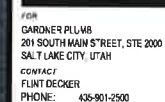
DEPTH: 810 FT.



NEXT PLANNED
(LONG MEADOW)

EXHIBIT J

Aspen Meadows Road Exhibit



BRIAN HEAD, UTAH

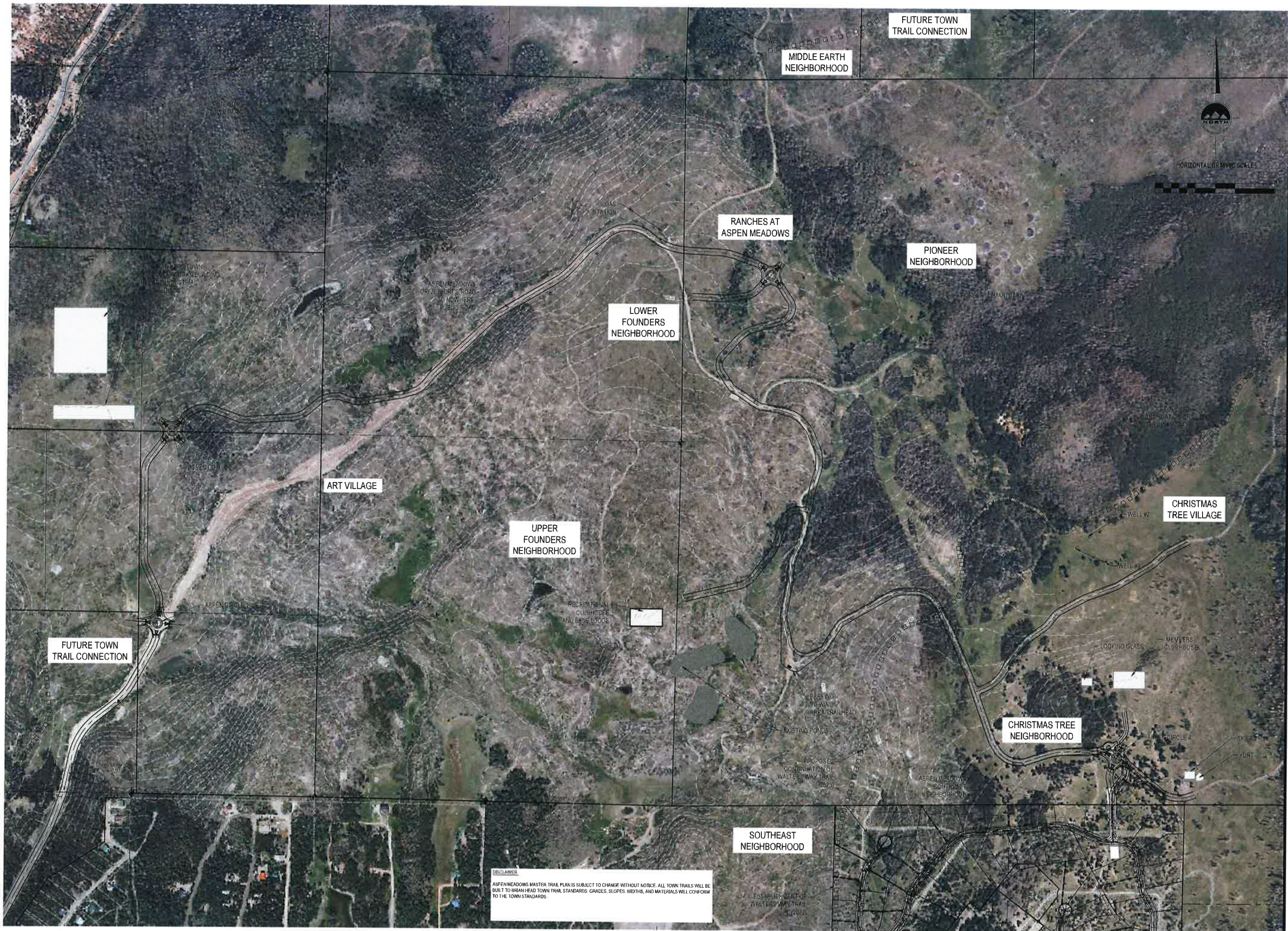
EXHIBIT-J

DISCLAIMER

ASPEN MEADOWS MASTER ROAD PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE. PROPOSED ROADS ARE TO BE 50' ROW AND 26' ASPHALT AND TO BE CONSTRUCTED PER BRIAN HEAD TOWN STANDARDS. SEE PLAN 102 OF BRIAN HEAD TOWN STANDARDS. ROADS TO BE PRIVATE WITH PLOWING SERVICE TO MEET OR EXCEED BRIAN HEAD FOUR HOUR RULE. ALL PRIVATE ROADWAYS WILL ALSO SERVE AS WATER AND SEWER AND UTILITY EASEMENTS. THIS WILL BE A PUBLIC ROAD.

EXHIBIT K

Aspen Meadows Trail Exhibit



CEDAR CITY
88 E. Fiddlers Canyon Road
Suite 210
Cedar City, UT, 84720
Phone: 435.865.1453

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

LAYTON
Phone: 801.547.1100

RICHFIELD
Phone: 435.896.2983

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FOR:
GARDNER PLUMB
201 SOUTH MAIN STREET, STE 200
SALT LAKE CITY, UT 84111
CONTACT:
FLINT DECKER
PHONE: 435-901-2500

ASPEN MEADOWS TRAIL EXHIBIT WITH BRIAN HEAD TOWN

BRIAN HEAD, UTAH

ASPEN MEADOWS
TRAIL EXHIBIT K

PROJECT NUMBER
10752

PRINT DATE
03/15/23

DRAWN BY
CHECKED BY

PROJECT MANAGER

EXHIBIT-K

DISCLAIMER
ASPEN MEADOWS MASTER TRAIL PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE. ALL TOWN TRAILS WILL BE BUILT TO BRIAN HEAD TOWN TRAIL STANDARDS. GRADES, SLOPES, WIDTHS, AND MATERIALS WILL CONFORM TO THE TOWN STANDARDS.

EXHIBIT L

Aspen Meadows Ski Lift and Ski Trail Exhibit

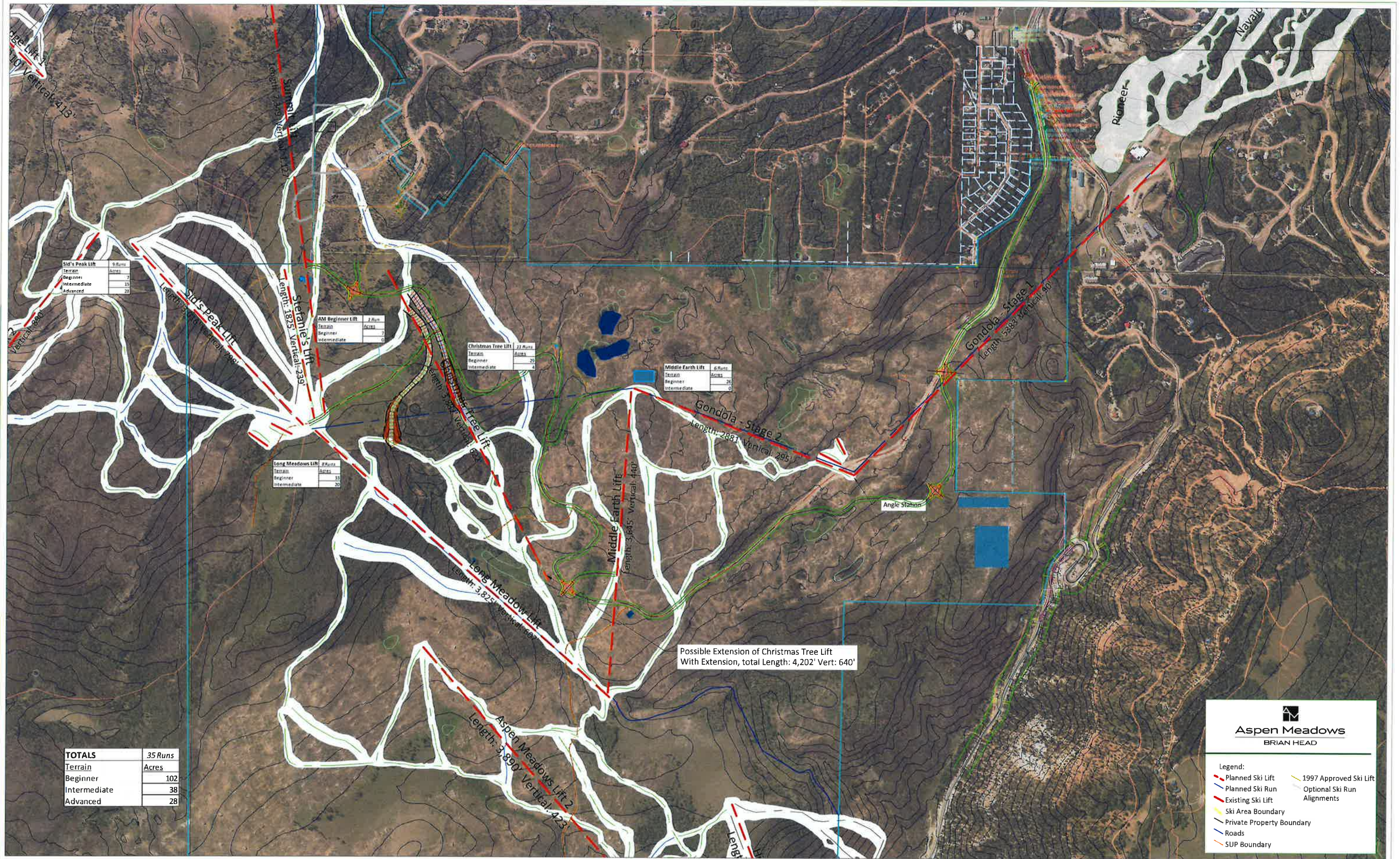


EXHIBIT L
Aspen Meadows Ski Lift
and Ski Trail Exhibit

EXHIBIT M

Land Donation Exhibit



DISCLAIMER
ASPEN MEADOWS MASTER PLAN LAND DONATION MAP IS SUBJECT TO CHANGE WITHOUT NOTICE.
TOTAL LAND DONATIONS ARE OF ASPEN MEADOWS ANNEXATION AND DEVELOPMENT AGREEMENT
APPROXIMATELY 22 ACRES FOR TOWN TOTAL 24.5 ACRES FOR TOWN AND LDS CHURCH SITE
TOTAL FOR TOWN AND CHURCH - APPROXIMATELY 24.5 ACRES



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88 E. Fiddlers Canyon Road
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Cedar City, UT, 84720
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FOR
GARDNER FILLMS
201 SOUTH MAIN STREET, STE 2000
SALT LAKE CITY, UTAH

CONTACT
FLINT DECKER
PHONE: 435-901-2500

ASPEN MEADOWS LAND DONATION EXHIBIT M

BRIAN HEAD, UTAH

ASPEN MEADOWS LAND DONATION EXHIBIT

PROJECT NUMBER
10752

PRINT DATE
9/07/2023

DRAWN BY
CHECKED BY

PROJECT MANAGER

EXHIBIT-M

EXHIBIT N

Financial Analysis Exhibit

EXHIBIT O

Trunk line Capacity Expansion Projects Exhibit

WATER RIGHTS TRANSFER AND HOLDING AGREEMENT

This Water Rights Transfer and Holding Agreement (“**Agreement**”) is entered into as of the ____ day of November 2023 (“**Effective Date**”), by and between G & P RANCH, LLC, a Utah limited liability company, and PLUMB INVESTMENT LC, a Utah limited liability company (collectively “**Owner**”), and the BRIAN HEAD SPECIAL SERVICE DISTRICT, a special service district organized under Utah law (the “**District**”).

RECITALS

WHEREAS Owner and Brian Head Town (the “**Town**”) have entered into concurrent with this Agreement that certain Aspen Meadows Annexation and Development Agreement (the “**Annexation Agreement**”) that provides for Owner’s development in multiple phases of the Aspen Meadows master planned development (the “**Development**”), provided that the Development for purposes of this Agreement is defined to exclude development of the Southeast Neighborhood and the Greater Bridges Neighborhood;

WHEREAS Owner holds title to water right nos. 75-462, 75-481, 75-523, 75-525, 75-527, 75-528, 75-742 through -744, 75-747 through -749, 75-759, 75-772, 75-773, 75-792, 75-816, 75-983, 75-984, 75-1024 through -1035, 75-1040 through -1043, 75-1120, 75-1316 through -1322, 75-1387, 75-1419, 75-1420, 75-1851, 75-1902, 75-1919, and 75-1920, together with their associated applications (each, a “**Water Right**,” and collectively, the “**Water Rights**”);

WHEREAS Permanent Change Application Numbers a29002 and a31598 (the “**Unperfected Changes**”), which are associated with water right numbers 75-1902, 75-1919, and 75-1920 (the “**Group 1 Rights**”) were approved by that certain Amended Judgment dated on or about the 25th of June 2007 in Civil Case No. 050500466 (the “**Amended Judgment**”) and that certain Order of the State Engineer dated April 13, 2007, concerning change application no. a31598;

WHEREAS the Unperfected Changes allow for diversion of up to 486 acre-feet and depletion of up to 293.2 acre-feet from the sources identified therein for irrigation, commercial, snowmaking, and pond evaporation purposes in connection with the Development;

WHEREAS the Amended Judgment contemplates an additional change application on 131.95 acre-feet “to convert these water rights from irrigation to domestic/commercial for diversion from one or more wells as necessary to obtain potable water for use at [the Development]” (the “**Potable Change**”);

WHEREAS the Amended Judgment contemplates the Potable Change would be filed on all of the Water Rights except the Group 1 Rights (such other rights, the “**Group 2 Rights**”);

WHEREAS water right nos. 75-443 and 75-585 are owned by Owner but not included in or subject to this Agreement;

WHEREAS the Parties intend to jointly file one or more change applications on the Water Rights with the Utah Division of Water Rights (the “**Division**” or the “**State Engineer**”) to permit

their municipal use within the Town's and District's water system and from the Town's water sources and other sources identified by the Parties (collectively and individually, the "**Municipal Change**"); and

WHEREAS District is willing, subject to the conditions of this Agreement, to accept the Water Rights for use in its system in satisfaction of its water dedication requirements for present or future developments of Owner or Owner's assigns, to the extent provided by this Agreement and Brian Head Town Code § 9-9-6, or any successor provision.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and District, incorporating the recitals set forth above, agree as follows:

AGREEMENT

1. **Title Insurance.** Within ten (10) business days after the Effective Date, Owner shall deliver to District a preliminary title insurance commitment ("**Title Commitment**") covering the Water Rights. District shall have ten (10) business days after receipt of the Title Commitment to notify Owner in writing of any title exceptions or other matters shown thereon of which District disapproves ("**Disapproved Matter(s)**"). If District does not notify Owner of any Disapproved Matter(s) within such ten-day period, the title exception(s) and other matters shown on the Title Commitment shall constitute permitted exceptions. If District gives written notice to Owner of any Disapproved Matter(s), Owner shall have thirty (30) days from the date of receipt of such notice to remove the Disapproved Matter(s) from the Title Commitment, to secure a commitment of title insurance thereover, or to notify District that Owner has elected to take no action to cure that Disapproved Matter(s). If Owner does not notify District within this thirty-day period that Owner has removed the Disapproved Matter(s) or has secured a commitment of title insurance thereover, then Owner shall be deemed to have elected to take no action to cure the Disapproved Matter(s). If Owner elects not to cure the Disapproved Matter(s), District may, within ten (10) business days after the end of the thirty-day period and in its sole discretion, reject any Water Right or portion of Water Right subject to the Disapproved Matter. Any Water Right or portion of Water Right rejected under this Section shall not be eligible for transfer to the District in exchange for Credits pursuant to Sections 3 and 4 below. If the Disapproved Matter applies to all Water Rights, then within ten (10) business days after the end of the thirty-day period and in its sole discretion, District may terminate this Agreement. If District does not elect to reject a Water Right or portion of Water Right or terminate the Agreement within the ten-day period, the Disapproved Matter shall be deemed to constitute a permitted exception.

2. **Municipal Change.** Within thirty (30) days after the permitted exceptions have been established under Section 1, the District and Owner will jointly file with the State Engineer one or more Municipal Changes. Each Municipal Change shall be in a form reasonably acceptable to both Parties. Owner will pay all of the District's reasonable out-of-pocket costs incurred in seeking approval of a Municipal Change. The Parties shall use commercially reasonable efforts to obtain such approval in a timely manner. If the State Engineer rejects the Change Application or approves it with conditions reasonably unacceptable to the District or the Owner, then, Owner may, in its sole discretion and at its sole cost, elect to file a request for

reconsideration or judicial appeal of the State Engineer's decision. District will reasonably cooperate in such request or appeal, and Owner will reimburse District for its expenses in such efforts within thirty (30) days of delivery of an invoice or invoices therefore. If there is a final nonappealable rejection of a Municipal Change, any Water Right subject to such Municipal Change will no longer be subject to this Agreement. Within thirty (30) days after a State Engineer's decision becomes final and nonappealable, either District and Owner may elect to terminate application of this Agreement to any Water Right that is (a) subject to a Municipal Change and (b) such change has been finally approved with conditions reasonably unacceptable to Owner or District. If neither District nor Owner has terminated application of the Agreement under the preceding sentence within such thirty-day period, then the Parties will be deemed to have accepted all conditions of approval of the Municipal change. If application of the Agreement to all Water Rights has been terminated under this section, then the Agreement will be automatically terminated and the Parties shall have no further rights or obligations under this Agreement except those obligations that accrued prior to such termination.

3. Transfer and Acceptance of Water Rights. Within forty-five (45) days after final approval of a Municipal Change, Owner will secure an updated Title Commitment for each Water Right subject to such Municipal Change. If there are any new exceptions, the Parties shall follow the process outlined in Section 1 with respect to the new exceptions. Within ten (10) days after completion of the Section 1 title review process, Owner shall (a) convey and assign to District by warranty deed each Water Right or portion of a Water Right subject to an approved Municipal Change, and (b) provide the District with a title insurance policy subject only to permitted exceptions in an amount equal to \$10,000 per acre-foot. If an additional Municipal Change is subsequently approved, then the process outlined in this Section 3 will be completed for each Water Right or portion of a Water Right subject to such additional Municipal Change.

4. Water Credits. In exchange for the transfer in Section 3, District shall grant to Owner water dedication credits equal to the number of acre-feet, both in terms of diversion right and depletion right, transferred to the District that are subject to an approved Municipal Change and subject only to permitted exceptions (the "**Credits**"). For avoidance of doubt, the Credits will be assigned to each entity comprising the Owner in proportion to the quantity of Water Rights such entity transferred to the District under Section 3. As provided herein, the Credits may be used by Owner to meet District's water dedication requirements for Owner's development(s) or may be assigned by Owner to others. The Town Clerk shall maintain a credit log to keep track of any Credits that have not yet been dedicated to a specific development to meet District's water dedication requirements. Owner, or any assignee of all or a portion of the Credits, may request a copy of the credit log by making a written request to the Town Clerk. Within ten business days of receiving the request, the Town Clerk will provide a copy of the credit log.

5. Water Dedication Requirements. District acknowledges and agrees that Owner has submitted a water study for the Development consistent with Brian Head Town Code § 9-9-6(c), and the Town has determined based on that study that a "sufficient quantity of water" required per equivalent residential connection ("**ERC**") within the Development is 0.25 acre-feet/ERC. For purposes of this Agreement and the Annexation Agreement, an ERC is considered to be a residential unit (including detached-single-family dwellings, townhomes, condominiums, or apartments) having three bedrooms, and an ERC does not include any irrigation or other outside

water use. The water dedication requirements for other sizes of residential units and other unit types are calculated based on the equivalency table attached to this Agreement as **Exhibit B**. Based on the location and design of the present wastewater treatment plant serving the Town, the Parties acknowledge and agree that culinary water uses within the Town are considered to be 100% consumptive. Accordingly, application of Credits for culinary uses will be accounted based on the depletion amounts instead of the diversion amounts. If wastewater treatment for the Town changes such that there are return flows to Parowan Main Creek above the points of diversion for Parowan City and Parowan Reservoir and Irrigation Company, then application of Credits for culinary uses will be accounted based on the diversion amounts because the depletion rate would be less than the historic uses. The Parties agree that on or before the fifth anniversary of the Effective Date and every five (5) years thereafter until all Credits have been applied, District will conduct a study of metered usage of all residential connections served by the Town. The Town will adjust, whether downward or upward, the water dedication requirement per ERC to equal “the 90th percentile of acceptable readings” for annual usage for the preceding five years of all residential connections within the Town without adjustment based on the size of such residential unit. Application of Credits for the following five-year period will be at the new requirement, and the credit log will be adjusted as if the Credits applied within the preceding five-year period were accounted at the new dedication rate. For example, if Credits had been applied to one hundred ERCs during the first five years after the Effective Date, and the new study set the revised dedication requirement at 0.20 acre-feet/ERC, then the Town Clerk would restore 5 acre-feet (calculated as 100 ERCs * (0.25 – 0.20) acre-feet/ERC) to Owner’s account in the credit log.

6. Use of Credits for Owner’s Developments. Owner may use the Credits to meet District’s water dedication requirements as part of the development approval process. Prior to final plat approval, Owner shall send the Town Clerk a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development phase shall be determined by District ordinances and policies existing at the time of the dedication, subject to the adjustments set forth in Section 5 above. A decision to apply the Credits to a specific development phase is final upon issuance of a will-serve letter for such phase of the Development, and any Credits so applied are no longer available for application to another project or assignment to a third party, provided, however, that Owner shall have the right to abandon or terminate any approved plat prior to development and receive back the Credits applicable to that specific development phase. Upon issuance of a will-serve letter for a phase based on allocation of Credits under this Section, said will-serve letter will be appurtenant to the land associated with such phase, with the underlying Credit allocation persisting to support the will-serve letter. For avoidance of doubt, in addition to the requirements set forth in the Annexation Agreement, Owner may not construct any portion of the Development, whether residential, commercial, or otherwise, without first applying the required quantity of Credits.

7. Assignment of Credits. Owner may assign any or all of the Credits to others using an Assignment of Water Credits form similar to Exhibit A (“**Assignment**”). An assignee shall present the Assignment, with original signatures, to the Town Clerk, at which time the Town Clerk shall update the credit log to account for the Assignment. The Town Clerk shall also keep a copy of each Assignment in his/her records. An assignee may assign the Credits in the same manner outlined herein or may use the Credits in order to meet District’s water dedication requirements. Any assignment of Credits that is not presented to the Town Clerk as provided in this paragraph shall be

void as against any subsequent purchaser, in good faith and for valuable consideration, of the same Credits, or any portion thereof, where the subsequent purchaser's assignment is first presented to the Town Clerk.

8. Use of Credits by Assignees. An assignee may use the Credits in order to meet District's water dedication requirements as part of the development approval process. Prior to final plat approval, assignee shall send the Town Clerk a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by District ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are, subject only to the adjustment every 5 years under Section 5, no longer available for application to another project or assignment to a third party, provided, however, that the assignee shall have the right to abandon or terminate any approved plat prior to development and receive back the Credits applicable to that specific development. Upon issuance of a will-serve letter for an assignee's development based on allocation of Credits under this Section, said will-serve letter will be appurtenant to the land associated with such development, with the underlying Credit allocation persisting to support the will-serve letter.

9. System Mitigation. Both before and after transfer of any Water Right to the District, Owner shall be solely responsible for compliance with the obligations of the Amended Judgment. And to the extent that mitigation is required under any approval of a Municipal Change, Owner shall be obligated at its sole expense to provide such mitigation. The Amended Judgment requires significant capital expenditures to drill and equip mitigation wells at the base of the Parowan Main Creek Canyon. The Parties anticipate that any approval of a Municipal Change on the Water Rights subject to the Unperfected Change will similarly require drilling of the replacement well(s) or some other capital project to provide mitigation water to senior users in Parowan Valley. Owner may not assign any Credits under Section 7 until any required mitigation under the Water Rights is completed. And until Owner has completed the required mitigation improvements, Owner may apply to the Development under Section 6 no more than the quantity of Credits equal to the depletion quantity of the portion of the Group II Rights transferred to the District under Section 3 (i.e., 79.61 acre-feet if all Group II Rights are transferred). District shall have a first position lien on any Credits based on Group 1 Rights in an amount equal to the cost of the required mitigation improvements until such improvements have been completed. If Owner has not completed the mitigation improvements before twelve years after Effective Date, then Owner may exercise its lien and sell Credits to the extent necessary for the District to install the mitigation improvements.

10. District's Use of Water Right. Upon transfer of any of the Water Rights to the District, District shall, except as provided in this Section, have the full right to divert and beneficially use the water under the Water Rights. District bears the responsibility to protect and maintain in good standing any portion of the Water Rights transferred to it, including placing such Water Right to beneficial use, filing proof documents on the Municipal Change, and filing other documentation with the State Engineer. Owner agrees to provide any information or other assistance, as requested by District, that is reasonably necessary to protect and maintain the Water Rights held by District. Owner's rights to Credits under this Agreement will not be affected if the Water Right is forfeited, abandoned, or otherwise lost due to District's nonuse. Notwithstanding the foregoing, Owner may, in coordination with District, lease any of the Water Rights transferred to

the District provided the lease may be for no more than the quantity of the Credits then held by Owner, and the portion of the Credits equal to the leased rights may not be assigned or applied to the Development until the lease has expired. Any lease payments received pursuant to such lease will be paid first to the District to the extent of its costs of holding the Water Rights (e.g., river commissioner fees, etc.), will be paid second to the District to cover its costs to facilitate the lease, and then any remaining lease payments will be paid to the Owner.

11. Partial or Complete Termination by Owner. Owner may, after it has completed the required mitigation improvements, terminate this Agreement in whole or in part by filing written notice of its desired action with the Town Clerk. In the case of a partial termination, the notice shall identify the portion of the Credits Owner wishes to cancel, and District shall, within twenty (20) days, quitclaim to Owner a portion of the Water Rights equal to the quantity of Credits canceled, which cannot exceed the total number of unapplied Credits, and the Town Clerk shall thereafter cancel the Credits in the credit log. In the case of complete termination, District shall, within twenty (20) days after termination, quitclaim to Owner a portion of the Water Rights equal to the quantity of Credits that have not been dedicated to a specific development, and the Town Clerk shall thereafter cancel all remaining Credits.

12. Cessation of Owner's Use. Upon transfer of all or a portion of a Water Right to the District, Owner shall immediately cease any and all use of such Water Right except as allowed under Section 10.

13. Snowmaking. The Parties will cooperate in good faith in negotiating a snowmaking agreement that will allow Owner to use unapplied Credits for snowmaking on mutually agreeable terms and with charges to Owner based on the District and Town's cost of supplying such snowmaking water.

14. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term "Owner" in this contract includes Owner's successors or assigns.

15. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or District. This Agreement concerns only water rights, and Owner's obligation to provide water infrastructure to the Town shall be as set forth in the Annexation Agreement.

16. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning its subject matter. This Agreement shall not be amended or modified except by written instrument signed by both parties.

17. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

18. Third Party Beneficiaries. Except for the assignees of Credits, this Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

19. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

20. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

21. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

22. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

G & P RANCH, LLC

By: _____, Manager

STATE OF UTAH)
 :SS
COUNTY OF _____)

On the ____ day of _____, 2023, _____ personally appeared before me and duly acknowledged that he/she, acting in his/her authorized capacity as Manager of G & P Ranch, LLC, executed this Water Rights Transfer and Holding Agreement for the purposes stated therein.

NOTARY PUBLIC

PLUMB INVESTMENT LC

By: _____, Manager

STATE OF UTAH)
 :SS
COUNTY OF _____)

On the _____ day of _____, 2023, _____ personally appeared before me and duly acknowledged that he/she, acting in his/her authorized capacity as Manager of Plumb Investment LC, executed this Water Rights Transfer and Holding Agreement for the purposes stated therein.

NOTARY PUBLIC

EXHIBIT A

ASSIGNMENT OF WATER CREDITS

This Assignment of Water Credits ("Assignment") is entered into as of this ____ day of _____, 20__, by and between _____ ("Assignor"), whose mailing address is _____, and _____ ("Assignee"), whose mailing address is _____. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee ____ acre-feet of diversion water credits, including ____ acre-feet of depletion water credits, that were banked with Brian Head Special Service District pursuant to the Water Rights Transfer and Holding Agreement among Brian Head Special Service District, G & P Ranch, LLC, and Plumb Investment LC, dated _____, 2023.

In order to effectuate this Assignment, Assignee shall present this original signed and notarized Assignment to the Brian Head Town Clerk.

DATED this ____ day of _____, 20__.

Transferor

State of _____)
 :ss
County of _____)

On the ____ day of _____, 20__, personally appeared before me _____, personally known to me to be the person whose name is subscribed to this instrument, who acknowledged that he/she executed it.

Notary Public

EXHIBIT B

Type of Unit	Percent of an ERC
3 Bedroom Single Family Residence*	100%
2 Bedroom Single Family Residence	75%
1 Bedroom Single Family Residence	50%
5-6 Bedroom Single Family Residence	133%
7+ Bedroom Single Family Residence	150%
Other Unit Types	Per Division of Drinking Water Rule
Accessory Dwelling Unit (i.e., a second residential building on a single residential lot)	Treated as a separate unit for purposes of calculating required water allocation

* A single family residence includes a detached house, a cabin, a cottage, a townhouse, a condominium unit, an apartment unit, and any other unit type designed for use as a residence.



ITEM: SNOWSHOE TOBOGGAN SPECIAL ASSESSMENT AREA NOTICE OF CREATION RESOLUTION

AUTHOR: Shane Williamson
DEPARTMENT: Administration
DATE: November 14, 2023
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council will consider a resolution to create the Snowshoe Toboggan Special Assessment Area (SAA) by adopting a Notice of Creation (NOC). The resolution was not available to include at the time of this staff report, but should be ready by Monday, November 13th once legal has completed the final draft of the resolution.

BACKGROUND:

In June 2021, staff reported on a new Southwest Health Department regulation regarding water hauling and septic tank permits. This regulation became effective in 2019 but staff were unaware of this regulation until 2021. The Health Department requirement stated that water hauling is not a preferred method for culinary water supply for full-time residential use and unless prohibited by a local municipality, water hauling may be approved for usage for recreational property that does not have year-round access and is prohibited for commercial use which short-term rentals would be considered commercial.

With the Health Department's requirement in place, the Town has seen a dramatic increase in the number of SAA's being presented. In 2021, the Town received a total of four (4) SAA petitions: Steam Engine Meadows Phase 1C, Falcon Court, Scenic Drive and Trail Road all which were recently completed during the 2022-2023 summer seasons.

During the last round of SAA's, staff learned there are a few items that should be considered before proceeding with a SAA:

1. Financing for smaller SAA projects and whether it is viable for the Town.
2. New laws on the foreclosure process for SAA's.
3. Septic densities

That said, this specific project has already been engineered due to it being bid in spring 2023 and the bids coming in way over budget. Since then, Town has secured more grant and 0% loan funds that make this project more feasible when combined with an SAA. During the first meeting of August 2023, the Council adopted the Notice on Intent resolution, which kickstarted the process for creating the Ski Haven Chalet, which is in the Snow Shoe and Toboggan area. Following the Notice of Intent, the 60-day protest period began, where those who appose the project must submit their opposition in writing.

ANALYSIS:

Petition:

The Council considered and accepted the petition for this SAA at the July 11, 2023, Council meeting.

Location:

The SAA Map presented by Mr. Vincent shows the proposed SAA boundary of the sixty-nine (69) lots. A waterline would begin where an existing waterline ends on Steam Engine Drive and extends up portions of Snowshoe Drive, Snowman Circle, Toboggan Lane, and Snow Mobile Road. The map was provided by Alpha Engineering and approved by Aldo Biasi, the Town's Public Works Director, and James Vincent, the petition sponsor.

Estimated Costs:

A cost estimate is provided as an attachment. However, the current cost estimate of the project is \$2,621,664. As such, the proposed funding is as follows:

Estimated Project Costs: \$ 2,621,664

ARPA Grant:	\$ 509,000
Town Contribution:	\$ 375,000
DEQ Grant:	\$ 271,000
DEQ 0% Loan:	\$ 632,000
SAA Market Bond:	\$ 834,664
Total:	\$ 2,621,664

Note: The red indicates the portions that will be assessed to the property owner via the Special Assessment Area process, totaling \$1,466,664.00

Given the above funding arrangement, the following is a preliminary illustration of the potential assessment for the lots involved:

Bonding and Loan Amount:	\$1,466,664
Cost of Issuance Estimate:	\$176,000
Total Bond/Loan Issuance:	\$1,642,664
Number of Lots:	69
Assessment per Lot:	\$23,807

Note: Cost of Issuance includes a 10% debt reserve fund. The above assessment is a total number, and the property owners would pay a portion of this annually over 10-years.

Notice of Intent:

Adopted in the August 8, 2023, Town Council meeting.

Protest period:

As of today, November 9, 2023, the Town Council has received no protests in writing.

Next Steps:

The Council has the option to not adopt the Notice of Creation, and effectively halt or cancel the proposed SAA. However, should the Council choose to continue the SAA process with the adoption of the Notice of Creation, the next steps would look as follows:

- Board of equalization hearings to hear appeals – December 2023 – January 2024
- Bid Project – February 2024 – March 2024
- Adopt Assessment Ordinance – April 2024
- Finalizing financing – May -June 2024
- Begin Project – Summer 2024
-

FINANCIAL IMPLICATIONS:

The Town does assume financial risk with any SAA, with this one being no different. Specifically, the Town assumes the debt liability and is potentially on the hook for the bond payments should a property owner default or fail to pay the assessment. However, though a lengthy process, the Town will be a lean holder on each proper with the ability to foreclose should this happen.

In addition to the risks mentioned above, the Town would be contributing \$375,000 to the project. The funds would come from our water capital savings, where we set aside \$200k per year to fund water projects.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends that Council move forward with adopting the Notice of Intent due to its direct relation to the Town's Capital Facilities plan, the long-standing (many years) effort of Mr. Vincent in expanding water to the area, and the expansion of fire mitigation to area not currently covered.

PROPOSED MOTION:

I move to adopt Resolution number 23-53 adopting the Snow How and Toboggan Special Assessment Area Notice of Creation as presented.

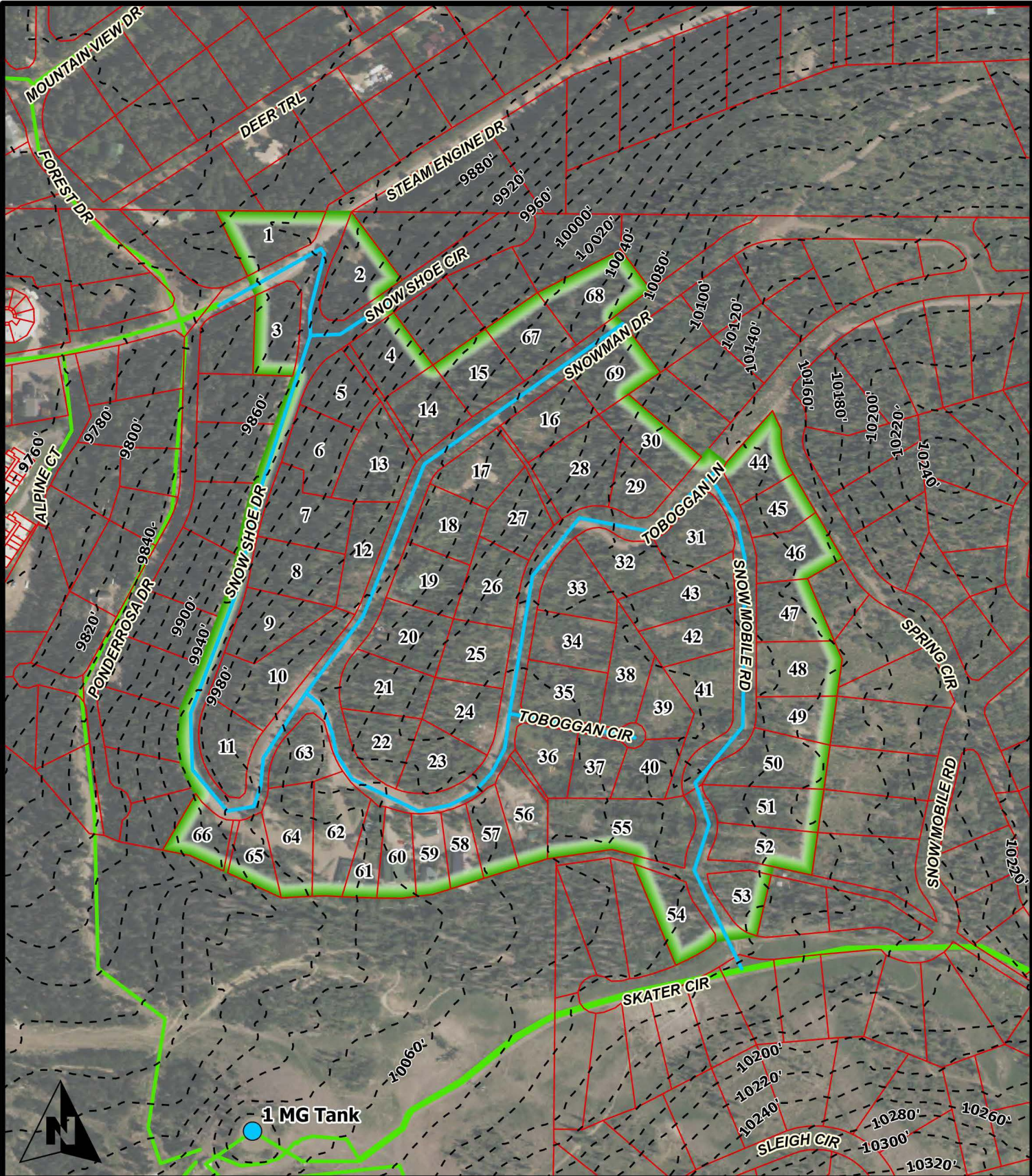
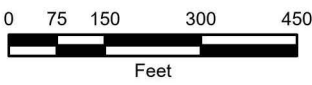
ATTACHMENTS:

A – Notice of Creation – pending until Monday, November 13, 2023

B – Map

C – Cost Estimate

P:\501-44 Toboggan Lane & Snowman Drive Waterline\Drawings\GIS\ArcGIS Pro\501-44 ArcGIS Pro.aprx, Toboggan SAA Exhibit, 5/19/2023 11:49 AM rbeazer





ALPHA
ENGINEERING

43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

Legend	
	Proposed 8" Waterline
	Water Tanks
	Toboggan SAA Boundary
	Existing 8" Line

Toboggan SAA	
Brian Head, UT	
Spatial Reference: UT83-SF	
Drawn By:	RKB
Scale:	1" = 300 feet
Date:	May 2023

Toboggan SAA Waterline
Brian Head, Utah
Preliminary Engineer's Opinion of Probable Construction Costs
May 19, 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents
1	Mobilization @ 10%	1	L.S.	\$193,338.00	\$193,338
2	8" D.I. Waterline	6,425	L.F.	\$160.00	\$1,028,000
3	8" Tee	5	Each	\$1,800.00	\$9,000
4	8" Gate Valves	15	Each	\$4,500.00	\$67,500
5	Fire Hydrant Assembly	21	Each	\$12,000.00	\$252,000
6	Water Service	69	Each	\$4,500.00	\$310,500
7	Tie-ins to Existing Piping	2	Each	\$10,000.00	\$20,000
8	Pressure Reducing Station	2	Each	\$75,000.00	\$150,000
9	6" Roadbase	64,250	Each	\$1.50	\$96,375
SUBTOTAL					\$2,126,713
20% CONTINGENCY					\$425,343
ENGINEERING & CONSTRUCTION MANAGEMENT					\$69,608
TOTAL					\$2,621,664



BRIAN HEAD

STAFF REPORT TO THE TOWN COUNCIL

ITEM: SNOWSHOE & TOBOGGAN SEWER LINE FINANCING

AUTHOR: Aldo Biasi & Bret Howser
DEPARTMENT: Public Works
DATE: November 14, 2023
TYPE OF ITEM: Administrative Direction

SUMMARY:

The Council will hold a discussion regarding potential debt financing of the proposed Snowshoe & Toboggan Sewer Line and may provide staff with direction.

BACKGROUND:

Cedar Breaks Mountain Estates and Ski Haven Chalets subdivisions were originally subdivided in unincorporated Iron County in the 1960's and 70's and later annexed into the Town in 2008 without any water and sewer service. Staff is unaware of what the plan was at the time to eventually provide water and sewer infrastructure, but before and since that time cabins have been developed using water hauling and septic tanks.

In the past couple of years, the Dept of Health has begun applying a pre-existing rule restricting water hauling to seasonal access properties only. In order to enforce this rule, the Dept of Health has withheld septic permits for those seeking to build cabins that aren't on Brian Head's water system. This has essentially halted building in these annexed subdivisions. In response, the Town has been flooded with petitions for Special Assessment Areas to build water lines. The Town approved multiple such SAAs and subsequently considered the potential impact of septic density if these neighborhoods are built out without sewer. The Council ordered a pause of approving water SAAs until a septic density study is completed (which is currently underway).

The last water SAA to be approved was the Snowshoe & Toboggan water line, which is scheduled to be installed in summer 2024. As part of that project, Town staff proposed considering installing a sewer line at the same time. Staff moved forward seeking a grant and/or low interest loan from the Division of Water Quality similar to the terms obtained for the water project from Division of Drinking Water. Staff was unsuccessful in obtaining equally attractive financing, but the Town was awarded 4% loan terms from DWQ.

Staff is now approaching Council to determine whether the Council wishes to move forward with the Snowshoe & Toboggan sewer project at the terms proposed by DDW.

ANALYSIS:

In the Capital Facilities Project list for sewer the Snowshoe Toboggan area is the next on the list to be completed. From an infrastructure standpoint this project makes sense. It connects to existing sewer mainlines and expands up to areas along a portion of a major route (Steam Engine Dr) extending the mainline further up that street. Then up into areas where existing utilities are already installed with sewer and water being the last puzzle pieces to be installed. Water is being taken care of with the SAA and it would be financially beneficial to install sewer along with the water project. The Town should have cost savings by not having to completely tear up the

roadway again at a later date with major construction. Typically, the Division of Water Quality Board does not fund projects for expansion areas. They have a motto of “growth should pay for growth), but they also recognized staff’s good argument of it just makes good construction/financial sense to install sewer along with the water project. They also have a hatred towards septic tanks and complimented staff on working towards sewer collection and away from septic tanks to help protect water quality.

Currently the projects includes approximately 7,450 ft of sewer mainline and 36 manholes to be installed on portions of Steam Engine Dr, Ponderosa, Snowshoe, Snowshoe circle, Snowman Toboggan, Toboggan Circle and Snow Mobile Rd as can be seen in the attachments (attachment A) provided showing the proposed projects routes (following the route of the Water Project) on Snowshoe Toboggan and then up the existing roadway of Ponderosa. Shown on the route of Ponderosa is the extension down into the culti-sac. This run would not be included in the project as the area is quite steep, and no current roadway exists. Staff has already had the engineers collect the points needed for the projects along with those of the water project so design could continue through the winter and be ready to go to bid with the water projects.

Also included in the attachments is the break down of the Brian Head Cost Model (attachment C), that was put together by the Division of Water Quality Staff for presentation to their funding board. After meeting with Water Quality Staff, it was decided to add additional project contingency money to the project. This is why there is differences between the total amounts on the engineers estimate and what is being broken down on the cost model.

FINANCIAL IMPLICATIONS:

The current Utility Fund Financial Model which the Town uses for setting utility rates each budget season shows \$216,000 being set aside in the sewer fund for cash financing of sewer projects. This funding was planned to be set aside over the next 10 years for the projects identified in the Capital Facilities Plan (CFP) in order of priority. The Snowshoe & Toboggan Line was the next highest prioritized project, followed by the Cedar Breaks Mountain Estates Lines. Most of the next 10 years would have consisted of simply saving up money to complete the Snowshoe & Toboggan project.

If the Town were to switch to debt financing through DDW for the Snowshoe & Toboggan line, this would result in a debt service payment of about \$121,000 over the next 30 years. While this is a significant debt obligation, it could be covered using roughly half of the existing capital set-aside, which would leave about \$100,000 annually of cash for capital projects. The debt service could also be covered by impact fees (the Town is currently obtaining bids for an impact fee analysis and will study the feasibility of charging a specific impact fee for the Snowshoe & Toboggan area to recover some of the cost of this line). Any impact fees collected in a given year could be put toward the debt service, and the user fees which would have otherwise gone toward that debt service could be saved for other capital projects instead (such as a future treatment facility upgrade).

The opportunity cost would fall on future projects that might be competing for bonding capacity. The most notable of these would be, 1) Cedar Breaks Mtn Estates expansion, 2) Trunkline upgrades through Parowan City, and 3) Sewer Treatment Facility upgrade.

- 1) Cedar Breaks Mtn Estates Expansion – This project addresses the same issue as the Snowshoe & Toboggan Line, large areas of Town which do not have sewer service and could present septic density issues. The difference is, CBME already has a major sewer line running down the middle of it, which means that many of the homes are within 300 ft of the sewer line and are already required by state law to extend the line to their property and hook onto the system. Once they do this, that puts other homes within 300 ft and they will be required to run the line and hook on. This is what we call the “Domino Effect”. The attached exhibit shows an analysis of how the domino effect might proceed in the CBME neighborhood over the next 10 years, with homes in Zone 1 required to hook onto the system in the next 3 years, and Zone 2 within 3 years after that, and Zone 3 in 3 years after that. In theory, the vast majority of the CBME subdivision will be on sewer within 10 years if everybody adheres to state statute (the Town is currently working on sending letters to those in Zone 1 to inform them that they need to hook onto the system, ie: tipping the first domino. We anticipate running into homeowners that refuse to comply with statute [understandably as it will represent a significant expense for many of them]. We are researching options to legally compel compliance and keep the domino effect moving). If the dominos fall in this way then it is possible that the Town will not need to save up much money to accomplish our goals with the CBME projects identified in the CFP. However, to the degree that the Town needs to add a 100 foot of sewer line here and there to keep the dominos falling, we will still have \$100,000 of annual cash set-aside to rely on.
- 2) Trunkline upgrade through Parowan City: This is a continuation of the project completed this summer in Parowan Canyon. It would pick up at Parowan City limit (near 2nd Left Hand, and replace different stretches of line all the way to the Sewer Lagoons). This was not included in the Town’s CFP as Parowan was working to scope this in their CFP. It’s possible that the project would be combined with sewer treatment upgrades and wrapped into a bond that Brian Head would pay for a portion of the debt service, along with Parowan City and Aspen Meadows. The potential bill to Brian Head on this project is unknown at this point.
- 3) Treatment Facility Upgrade: Another project that is currently being scoped out by Parowan City’s engineer, and may take another year or so to finalize a scope and potential cost to Brian Head. The Town currently pays \$100,000 annually to Parowan City which goes toward retirement of the bonds for the existing sewer lagoons. This obligation expires in 2026, and it’s anticipated that we would shift that \$100,000 annually (and possibly more) toward paying off a new bond for a facility upgrade, again joint with Parowan City, Aspen Meadows, and potentially other partners. If this entails modifications to the existing ponds only, the \$100,000 annually might be sufficient. If it entails building an entirely new mechanical treatment plant, it could possibly be double that or more.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff acknowledges that the terms of the DWQ funding are not as attractive as DDW funding received for the water project. We could continue to look for better financing options, but

currently we are unaware of any grant funding that is aimed at this kind of project. If septic density is in fact the looming issue, as we anticipate it to be, then some Town action will be required to avoid shutting down development in these neighborhoods indefinitely. Staff recommends taking bold action to alleviate the issue. We see no pragmatic alternative other than borrowing money at the best rates we can find and building our way out of this problem, recovering what money we can from property owners who will directly benefit from the project through impact fees.

Staff recommends that we proceed with engineering and the bonding process between now and February. In the meantime, our septic density study is currently underway. We anticipate that we'll have the septic density study for our strategic planning retreat in January. If the septic density study indicates that sewer expansion is as necessary as we sense it might be, then we'll be prepared to execute the bonding and go to bid on the project. If not, then we can shelve the project at that point, and all we're out is the cost of engineering (which we can pay for with cash that we would have been saving up for this same project anyway).

PROPOSED MOTION:

No motion necessary, item is discussion/informational only

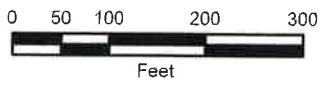
ATTACHMENTS:

- A - Snowshoe & Toboggan Sewer Line Project Map
- B - CBME Anticipated Sewer Expansion ("Domino Effect")
- C- Brian Head Cost Model

Ponderosa Drive Sewer Line
Brian Head, Utah
Preliminary Engineer's Opinion of Probable Construction Costs
June 28, 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents
1	Mobilization @ 10%	1	L.S.	\$19,798.00	\$19,798
2	8" PVC SDR35 Sewer Pipe	1,175	L.F.	\$90.00	\$105,750
3	60" Sewer Manhole	6	Each	\$10,000.00	\$60,000
4	Connect to Existing Sewer Manhole	1	Each	\$2,000.00	\$2,000
5	4" Sewer Service Connection	9	Each	\$1,400.00	\$12,600
6	6" Roadbase	11,750	Each	\$1.50	\$17,625
SUBTOTAL					\$217,773
20% CONTINGENCY					\$43,555
ENGINEERING & CONSTRUCTION MANAGEMENT					\$69,608
TOTAL					\$330,936

P:\501-44 Toboggan Lane & Snowman Drive Waterline\Drawings\GIS\ArcGIS Pro\501-44 ArcGIS Pro.aprx, Ponderosa Dr Sewer Exhibit, 6/29/2023 10:43 AM rbeazer





ALPHA
ENGINEERING

43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

Legend

-  Proposed Sewer Manhole
-  Proposed Sewer Pipe
-  Existing Sewer Manhole
-  Existing Sewer Line

Ponderosa Drive Sewer
Brian Head, UT

Spatial Reference: UT83-SF	
Drawn By:	RKB
Scale:	1" = 200 feet
Date:	June 2023

Snow Shoe Drive & Toboggan Lane Sewer Line

Brian Head, Utah

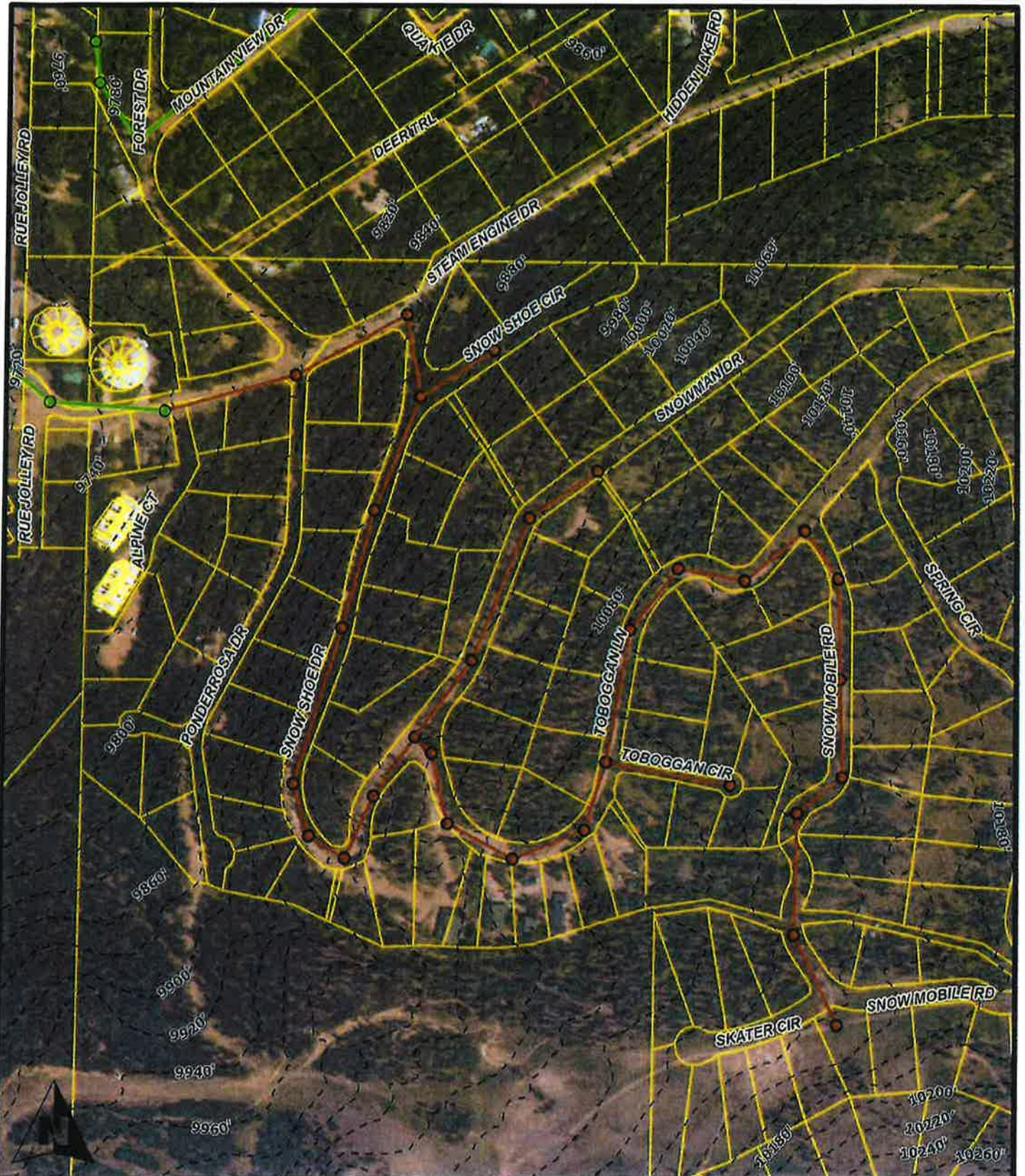
Preliminary Engineer's Opinion of Probable Construction Costs

June 28, 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents
1	Mobilization @ 10%	1	L.S.	\$92,950.00	\$92,950
2	8" PVC SDR35 Sewer Pipe	6,275	L.F.	\$90.00	\$564,750
3	60" Sewer Manhole	30	Each	\$10,000.00	\$300,000
4	Connect to Existing Sewer Manhole	1	Each	\$2,000.00	\$2,000
5	4" Sewer Service Connection	9	Each	\$1,400.00	\$12,600
6	6" Roadbase	62,750	Each	\$1.50	\$94,125
SUBTOTAL					\$1,066,425
20% CONTINGENCY					\$213,285
ENGINEERING & CONSTRUCTION MANAGEMENT					\$69,608
TOTAL					\$1,349,318

6/29/2023

P:\501-01-2022-01 Brian Head General Drawings\GIS\ArcGIS Pro\501-01-2022-01 ArcGIS Pro.aprx, Snow Shoe & Toboggan - Sewer, 5/4/2023 11:05 AM rboazer



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T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

Legend

- Existing Sewer Manhole
- Existing Sewer Line
- Proposed Sewer Manhole
- Proposed Sewer Pipe

Snow Shoe - Sewer

Brian Head Capital Facilities Plan

Spatial Reference: UT83-SF

Drawn By: RKB

Scale: 1" = 300 feet

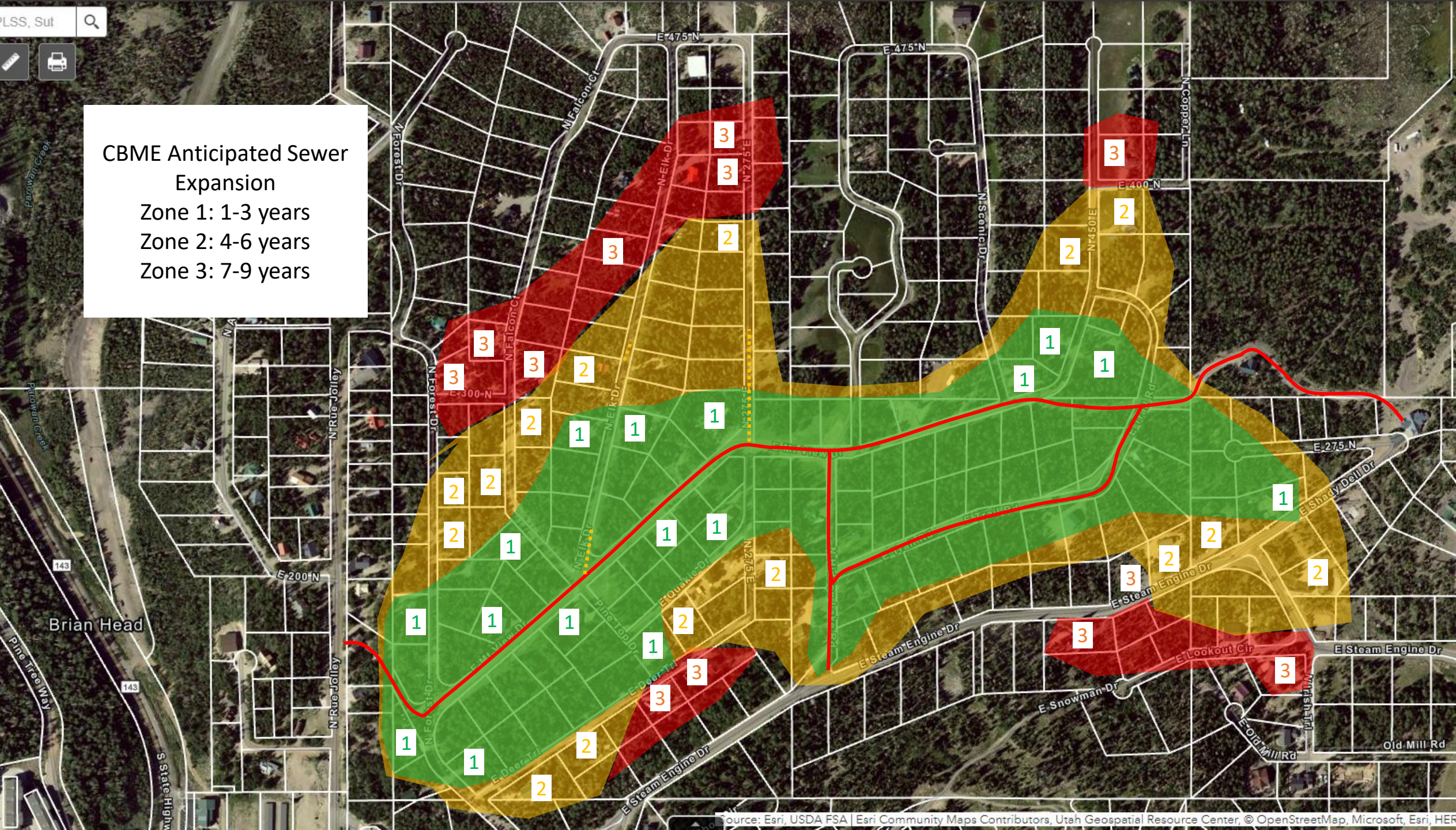
Date: May 2023

CBME Anticipated Sewer Expansion

Zone 1: 1-3 years

Zone 2: 4-6 years

Zone 3: 7-9 years



Attachments
 October 25, 2023
 Water Quality Board Meeting
 FY 2023 Funding Requests
ATTACHMENT 4 - Brian Head Cost Model

**Brian Head - Water Quality Board
 30 Year Loan Static Cost Model**

Project Costs

Legal/Bonding	\$	30,000
Loan Origination Fee	\$	20,000
Planning Advance		
Engineering - Design & CMS	\$	108,807
Wastewater Collection System	\$	1,571,447
Contingency (30%)	\$	471,434
Total Project Cost:	\$	2,201,688

Project Funding

Local Contribution	\$	381,589
Amount to be Funded	\$	1,820,099
WQB Grant	\$	-
Total Project Cost:	\$	2,201,688

ESTIMATED COST OF SEWER SERVICE

WQB PF	WQB Loan	WQB Loan Interest Rate	WQB Loan Debt Service	WQB Loan Reserve	Annual Sewer Cost	Existing Debt Service	Total Annual Sewer Cost	Monthly Sewer Cost ERU
0	1,900,000	1.00%	73,621	18,405	695,565	0	787,592	46.88
0	1,900,000	1.50%	79,114	19,779	695,565	0	794,458	47.29
0	1,900,000	2.00%	84,835	21,209	695,565	0	801,609	47.71
0	1,900,000	2.50%	90,778	22,694	695,565	0	809,037	48.16
0	1,900,000	3.00%	96,937	24,234	695,565	0	816,736	48.62
0	1,900,000	3.50%	103,306	25,826	695,565	0	824,697	49.09
0	1,900,000	4.00%	109,877	27,469	695,565	0	832,911	49.58
0	1,900,000	4.50%	116,644	29,161	695,565	0	841,370	50.08
0	1,900,000	5.00%	123,598	30,899	695,565	0	850,062	50.60

Current Customer Base & User Charges

Initial Total Customer (ERUs)	1,400
MAGI for Brian Head Town (2020):	N/A
Affordable Monthly Rate at 1.4%	N/A
Impact Fee (per ERU):	\$1,097
Current Monthly Fee (per ERU)	\$42.00
Debt Service	50
Annual O&M Cost of Collections	\$518,163
Cost of Treatment	\$177,402

Funding Conditions

Loan Repayment Term:	30
Reserve Funding Period:	6

FNI Calculation

	Local Value	State Value	Score	Weighting Factor	Weighting Score
Unemployment Rate	0.0%	3.5%	1.00	4	4.00
Poverty Rate	17.1%	8.8%	2.66	2.5	6.65
Threshold LQI	\$ 11,250	\$ 37,685	3.00	2.5	7.50
Population Growth Rate	96.0%	19.0%	1.00	1	1.00
Financial Need Indicator (Sum of weighted Scores/10):					1.92

[** https://data.census.gov/cedsci/](https://data.census.gov/cedsci/)

Financial Burden Matrix

	Modified MAGI				
FNI	Below 1.4%	1.4% to 1.75%	1.75% to 2.1%	2.1% to 2.45	Above 2.45
Below 1.5	Low	Low	Medium	Medium	High
1.5 to 2.5	Low	Medium	Medium	High	High
Above 2.5	Medium	Medium	High	High	High

Table **

S2301

S1701

B19080

B01003



ITEM: 2023-2024 SHUTTLE CONTRACT APPROVAL

AUTHOR: Nancy Leigh, Town Clerk
DEPARTMENT: Administration
DATE: November 14, 2023
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council will approve the 2023-24 shuttle contract to St. George Shuttle for the upcoming winter season.

BACKGROUND:

St. George Shuttle has been the Town's shuttle contract provider since 2015 and over the years, the Town has developed a working relationship with them. During this time, the Town used the shuttle services for a couple of years during certain summer events, but it was determined that it did not justify the cost and eventually was discontinued.

Prior to the 2022-23 season, the Town paid an additional daily fee to run the shuttle during the Thanksgiving Holidays and from there paid for only the weekends until the contract took effect in mid-December. For the 2022-23 winter season, the Town identified the start date of the contract Thanksgiving weekend since Brian Head Resort had already begun their winter season in early November. This year, the contract identifies November 17, 2023 as a start date and automatically include Thanksgiving as a holiday. Previously, the contract began in mid-December and the Town paid a daily rate for the buses. Depending on how early the Resort opened both ski bases (Giant Steps & Navajo Lodge) and the amount of snow, the costs varied.

ANALYSIS:

Staff and St. George Shuttle representatives met in a pre-season meeting to review shuttle routes and the Town's branding for the buses for the upcoming winter season.

This year, the contract runs from November 17, 2023 through April 14, 2024 when the Resort closes two weeks after Easter. We have also identified four main holidays: Thanksgiving (Nov. 24-27), Christmas week (Dec. 17-Jan 1), MLK Holiday (Jan. 14-16) President's Holiday (Feb. 18-26). They also show Easter holiday (Apr. 5-8) but there are no additional buses running that weekend other than Friday and Saturday. In total, there is scheduled to be 150 days of the shuttle operation and 91 days with two shuttles running and 38 night shuttles operating until 10:00 p.m. with the exception of New Year's Eve which the shuttle will run until 2:00 a.m.



During the discussion, St. George Shuttle recommended a continuous shuttle route with 14 shuttle stops and would give an estimated 15-20 minute pickup intervals.

For those that are not on the shuttle loop, an additional on-call stop is included in the shuttle brochure for this winter season where the public can text their on-call shuttle stop letter to the shuttle driver for a pick up. This also has an anticipated wait up to 15 minutes.

Some of the challenges that were discussed during the pre-season meeting was the rush during the 4:00 to 5:00 p.m. area when the lifts were closing and the shuttles were running at full capacity. The wait for the shuttles could be longer than the 15 minutes in these instances, but the drivers will be working to try and accommodate the guests to the best of their ability.

FINANCIAL IMPLICATIONS:

For the 2023-24 winter season, the cost submitted by St. George Shuttle is \$145,000 for the contract amount. For any additional services, an additional daily rate of \$550 per bus is identified in the contract, but this must be authorized by the Town Manager. The Town would also receive credit of \$550 per day if a bus does not run.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends the Council approve the 2023-24 shuttle contract to St. George Shuttle in the amount of \$145,000 for the 2023-24 winter season as presented.

PROPOSED MOTION:

"I move to approve the contract for the 2023-24 winter shuttle services to St. George Shuttle in the amount of \$145,000 as presented.

ATTACHMENTS:

A – 2023-24 Shuttle Contract for St. George Shuttle

B – 2023-24 Shuttle Brochure



Winter Season Ending April 2024

INDEPENDENT CONTRACTOR AGREEMENT FOR SHUTTLE BUS SERVICE 2nd Extension of Contract

THIS AGREEMENT, as set forth herein between St. George Shuttle and (hereinafter referred to as “CONTRACTOR”), Brian Head Town_ (hereinafter referred to as “TOWN”) represents a mutual understanding and agreement whereby Contractor will provide to Town certain services as set forth below.

1. ROUTES/SCHEDULES

A. Schedule:

Beginning November 17, 2023 and running through to April 14, 2024.

- Sunday through Thursday (non-holiday periods)
 - One bus running – from 9:30 a.m. to 5:00 p.m.
- Friday/Saturday/Sunday Holiday Periods
 - One (1) sixteen-passenger bus runs from 9:00 am to 10:00 pm.
 - One (1) twenty-passenger bus runs from 9:00 am to 5:30 pm.
- Sunday through Thursday (From December 15, 2023 until February 11, 2024)
 - One (1) sixteen-passenger bus runs from 9:00 am to 5:30 pm.
 - One (1) twenty-passenger bus runs from 9:00 am to 5:30 pm
- Friday/Saturday (From December 15, 2023 until end of season)
 - One (1) sixteen-passenger bus runs from 9:00 am to 10:00 pm.
 - One (1) twenty-passenger bus runs from 9:00 am to 5:30 pm.
- Holidays Include:
 - Thanksgiving: November 24, 2023 through November 27, 2023
 - Christmas: December 17, 2023 through January 1, 2024
 - New Year’s Eve: December 31, 2023 (night service until 2:00 am)
 - Martin Luther King: January 14-16, 2024 – Night service scheduled for Friday, Saturday, and Sunday (January 12-14, 2024)
 - President’s Day: February 18-26, 2024 – Night service scheduled for Friday, Saturday, and Sunday (February 16-18, 2024) (February 20-24, 2024).

B. Designated Shuttle Route:

Shuttle services will identify the following types of services: Ski Base Express Route, Town Wide Shuttle, and an on-call shuttle as defined on attached map (see attachment A)

C. Adjustments to Schedule and Route

Adjustments to the above stated routes and schedules may be proposed by either party during the term of this contract for the purpose of improving services to patrons or value to the Town. Such changes must be approved in writing by both parties prior any change being made and must have no impact on the cost of services, except as provided for in paragraph 25 (d) below.

2. **ADDITIONAL SERVICES PROVIDED:**

The Town may also request additional services on an as-needed basis at a rate of **\$100** per hour per vehicle for a 20-passenger bus with driver. Other service needs which may arise may be added to the Agreement by mutual consent at a rate negotiated by the Parties, consistent with paragraph 25(d).

3. **COMMUNICATION SYSTEM.** Contractor shall also provide, at Contractor's expense, adequate radios and other dispatch equipment necessary to contact the shuttle for efficient pick up and transportation of riders. Drivers are expected to operate all communications equipment in accordance with state law, including usage of hands-free devices for cell phones while operating a vehicle.

The Contractor will provide the Town with a contact phone number that customers may call or text during hours of operation in order to directly communicate with the Contractor regarding questions, complaints, or to inform vehicle operators that they are waiting at a certain stop. Vehicle operators will have a safe means of communicating with one another to ensure that they are properly spaced and that all stops are receiving the best service possible.

4. **SIGNS.** Town shall pay for all signs necessary to give appropriate notice of the routes and designated stops and bus identification. The bus stop signs shall be installed and maintained by the Town. The bus identification shall be installed and maintained by the Contractor.
5. **COORDINATION MEETINGS.** The Town and Contractor agree to hold a pre-season meeting and weekly meetings (as necessary) to coordinate the service and make improvements or modifications as needed.
6. **RECORD KEEPING.** The Contractor agrees to compile rider statistics (at pickup) by day, routes, and hours of day. These statistics shall be submitted with the monthly billing and a compiled history at the end of the season before final payment is made.
7. **FUEL PURCHASE.** The Contractor has the option to use fuel provided by the Town. The Contractor agrees to provide written documentation to validate the quantities used from Town fuel pumps. The cost of the fuel shall be deducted from the contract cost.
8. **VEHICLES / EMPLOYEES.** Contractor agrees to provide the buses, drivers, and other necessary labor and equipment, repair and maintain the vehicles and related equipment, and do all things necessary or proper for performance and completion of the services required by this Agreement. All shuttle vehicles shall be adequately equipped and maintained with grab rail stanchions and equipment racks to handle ski and snowboard

equipment. All shuttle vehicles without four-wheel drive capability shall be equipped and maintained with automatic tire chains or have adequate tire chains available which may be manually applied to the shuttles as weather demands. Cable chains will not be considered adequate. Contractor shall maintain backup equipment stationed and available in the Town to provide for continuous, uninterrupted operation of the shuttle service in case of equipment failure. The buses shall be equipped with double leaf automatic doors, 72" minimum interior headroom, dual rear tires and a walking isle.

The vehicles will be appropriately marked in order to clearly communicate to riders that this is a free shuttle provided by Brian Head Town as well as which route the shuttle is servicing. Any markings that cause confusion to riders will be removed.

Failure to provide properly equipped vehicles on the dates/times included in the schedule (except as put forth in Section 13) will result in a deduction to the contract sum according to the hourly/daily rates provided in Section 2 of this Agreement, unless otherwise agreed upon in advance and in writing by the Parties.

9. **LICENSED DRIVERS.** Contractor shall use only properly licensed drivers, and warrants that all drivers employed by it are appropriately trained, certified, and licensed for operation of the shuttle under the terms of this Agreement, in compliance with all laws and licensing and safety regulations promulgated by the Utah Department of Transportation, Utah Department of Driver's License Services, and any other State or Federal agency or body with jurisdiction to impose rules or regulations governing licensure or operation of public transportation of the type contemplated under this Agreement. Prior to commencing operations, Contractor shall provide a schedule listing all drivers currently employed by Contractor who may provide services under this Agreement and attach copies of each driver's Utah driver's license. Contractor may change drivers from time to time at its sole discretion but shall provide an updated schedule of drivers and copies of such driver's Utah driver's license before allowing such person to drive any vehicle subject to the terms of this Agreement.
10. **DRUG TESTING.** Contractor warrants that it has in place appropriate and adequate drug and alcohol testing policies and that it shall comply with such policies and with all rules and regulations under Utah Code Ann. 34-38-1 et. seq. and all applicable Federal and State laws and regulations with regard to drug and alcohol testing.
11. **LICENSED VEHICLES.** Contractor warrants that all vehicles furnished to provide services under this Agreement shall be appropriately inspected, certified, and licensed, in compliance with all applicable Federal and State rules, regulations, and laws governing public transportation vehicles and services as contemplated under this Agreement. Prior to commencing operations hereunder, Contractor shall provide a schedule listing and describing all vehicles to be used under this Agreement (including replacement vehicles), together with the Utah license plate numbers and VINs for each designated vehicle.
12. **VEHICLE MAINTENANCE / INSPECTION.** Contractor, while in performance of duties under this Agreement, shall perform a regular schedule of maintenance, inspection, and cleaning of all vehicles, and shall ensure the effective operation of all safety features on the vehicles. Contractor shall ensure that the passenger areas of the vehicles are maintained and kept in a clean condition on a daily basis. Contractor shall have the right

to wash the vehicles used under this Agreement in the area, and with Town equipment, currently used by the Town for washing Town equipment. Such use shall be coordinated with the Town Public Works Director so as not to interfere with Town operations. The Town shall have the right at any time to inspect during regular business hours the vehicles identified pursuant to paragraph 10 and used by the Contractor for the services provided hereunder and all records kept by Contractor relating to the maintenance, inspection, and licensing of all such vehicles to ensure compliance with the terms of this Agreement, provided that the Town will provide reasonable advance notice to Contractor of such inspections.

13. **WEATHER RELATED CONCERNS.** The Contractor agrees to contact the Town whenever driving conditions are, in the opinion of the driver, unsafe. Under these conditions, the Contractor is allowed to alter its route or suspend service until the conditions are rectified. The Town shall receive credit for suspended services that exceed one (1) hour.
14. **DRIVER DRESS AND CONDUCT.** Contractor warrants that all drivers will wear a shirt or jacket identifying themselves as an employee of the Contractor and other clean and neat clothing or accessories that benefit the position in which they hold. Vehicle operators will work on a schedule that ensures a consistent and overall quality of service. Vehicle operators must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the service and the TOWN. While performing their duties of the service, vehicle operators must maintain a clean and neat appearance. Contractor will ensure that operators will be prohibited from receiving tips for transportation services.
15. **INDEPENDENT CONTRACTOR.** Contractor enters into this Agreement as an independent contractor, and not as a subcontractor, agent, partner or servant of the Town. As an independent contractor, Contractor represents that it has all appropriate licenses for operation of the shuttle service and will employ and assume the control and direction over all drivers and other employees and related equipment necessary to perform the services as required under this Agreement. Contractor agrees that neither it nor its employees will represent to the public that it is an employee, subcontractor, agent, partner, or servant of the Town.
16. **RISK OF CONTRACTOR.** Contractor agrees that the performance of duties and services under this Agreement shall be in every respect at the risk of the Contractor.
17. **TERM OF CONTRACT.** Operations of shuttle services under this Agreement may commence on **November 17, 2023**, and shall continue until **April 14, 2024**, inclusive, unless sooner terminated in accordance with the provisions of this Agreement. The term of this Agreement an extension allowed by the 2021 Agreement. The term of this Agreement may be extended by the Town for two (2) additional one (1) year periods under the same terms and conditions except as to the contract sum, which modified contract sum, will be determined in accordance with paragraph 25 (d). The election to extend this Agreement for the additional terms shall be given in writing by the Town to the Contractor on or before (N/A: 2nd Extension applied)

18. **CONTRACT SUM.** Subject to the provisions of paragraph 23(d), the Town shall pay the Contractor for the performance of the services under this Agreement the total sum of **\$145,000**. Such sum shall be paid to Contractor in **nine (9)** semi-monthly installments. Contractor shall submit to the Town its invoice for the half-month period, on or before the 1st and 15th of each month, beginning December 15, 2023. Semi-monthly payments will be scheduled as follows:

Payment #	Dates	Amount
1	Dec 15th	20,000.00
2	Dec 31st	20,000.00
3	Jan 15th	20,000.00
4	Jan 31st	20,000.00
5	Feb 15th	20,000.00
6	Feb 29th	14,500.00
7	Mar 15th	14,500.00
8	Mar 31st	8,000.00
9	April 15th	8,000.00
		<u>145,000.00</u>

to be adjusted for added or reduced hours within the service period just completed, per Section 23 (d). After review of the Contractor's invoice, the Town shall make payment of sums due under this Agreement promptly, within 15 days of being invoiced (except for the final billing of which 75% that will be paid 15 days after the Town receives the final billing and the remaining portion after the account is reconciled for fuel purchases and service adjustment). The payment by the Town of the sums set forth herein, shall constitute full and complete payment of all sums due to Contractor for providing the services under this Agreement, including but not limited to, driver hours rendered in the actual provision of transportation services, employees hours incurred in training or in preparation, cleaning, inspections and fueling of the vehicles used under this Agreement, or for any other costs or expenses incurred by the Contractor. The Town's obligation to make payments and the Contractor's obligation to provide services under this Agreement shall terminate at such time as the Town has paid a total of **\$145,000** under this Agreement, or the amount as adjusted for added or reduced hours within the service period, as provided herein. Any sums not paid within fifteen (15) days of the due date hereunder shall accrue interest at ten percent (10%) per annum from the date due until paid in full. In the event that the Town elects to extend the terms of this Agreement as allowed in paragraph 24 (d), the same payment terms shall apply to the extension periods. Uniforms and vehicle identification signs shall be paid for, separate from the contract amount, by the Town, with the total amount not to exceed \$1,500. Copies of invoices for these purchases shall be submitted to the Town for reimbursement. Should it be necessary to delay the start of the season or end the season early due to insufficient snow, an adjustment to the contracted amount will be made by reducing that sum by **\$550** per day for the bus.

19. **INSURANCE.** Contractor, prior to commencing operations hereunder, shall insure jointly the liability of itself and that of the Town for damage to property or injury to persons arising out of the services contemplated by this Agreement. Such insurance shall be in a minimum amount of \$3,000,000.00 per occurrence and shall be secured from an insurance company authorized by law to transact the business of insurance in the State of Utah and acceptable to Town. Contractor shall also provide, and maintain during the

term of this Agreement, workers' compensation and employee liability insurance for all drivers and other employees utilized in providing services under this Agreement. Certificates of insurance verifying the Contractor's compliance with the insurance requirements under this paragraph shall be provided to the Town upon execution of this Agreement.

20. **INDEMNIFICATION.** The Town, or its authorized representatives, agents, or employees, shall not in any way or manner be answerable for, or suffer loss, damage, expense, or liability for, any loss or damage that may happen as a result of the transportation service provided by Contractor under this Agreement, except for damages caused by the Town's own negligence. Contractor shall assume all liability for its and its authorized representatives', agents', and employees' acts or omissions of every kind or nature arising from such transportation service, and shall defend, indemnify, and hold harmless the Town and its authorized representatives, agents, and employees, from all liability of every kind and nature arising from accident, negligence, or other cause arising from the acts or omissions of Contractor and its authorized representatives, agents, and employees in performing the obligations hereunder. Contractor shall assume all risk and liability for theft and vandalism of its property, and of the property of riders while on the shuttle buses. Nothing herein shall require the Contractor to indemnify the Town, its agents or employees, or other third parties for their own acts or omissions of others who are not authorized representatives, agents, or employees of Contractor.

21. **RIGHT TO DECLARE BREACH AND DEFAULT.** In addition to any other rights the parties may have, each party shall have the right to declare a breach or default of this Agreement if:
 - a. The other party becomes insolvent;
 - b. The other party makes an assignment for the benefit of creditors;
 - c. A voluntary or involuntary petition in bankruptcy is filed by or against either party, or a receiver is appointed to take charge of the property or affairs of either party;
 - d. Contractor shall without just cause reduce its working force or vehicles to a number that, if maintained, would be insufficient to carry out the work in accordance with this Agreement;
 - e. The other party otherwise fails to perform its obligations hereunder; or
 - f. The other party violates any laws applicable to the performance of this Agreement, including violation by its agents, servants or employees.

22. **RIGHT TO CURE.** Before either party shall exercise its right to declare the other party in default, it shall give the other party written notice of the alleged default. The other party shall then have ten (10) days from the date of receipt of such notice to cure the default. The party in default may extend the cure period for a reasonable time upon showing the other a plan to cure, reasonable progress toward cure, and extenuating circumstances that prevent a complete cure with the ten (10) days' time frame.

23. **RIGHTS AFTER TERMINATION.** If, after notice, the defaulting party fails to cure the default, the other party may terminate this Agreement. Notwithstanding such termination, each party shall be entitled to any and all other legal or equitable remedies permissible under the law by reason of the breach.

24. **DISPUTE RESOLUTION.** Should a disagreement arise between the Town and Contractor relating to this Agreement or the services to be performed hereunder, the parties agree to submit to mediation before a mutually acceptable mediator. Such mediation shall be preceded by a written demand for mediation setting forth the issues to be mediated and a list of three (3) proposed mediators. The other party shall respond to such demand within thirty (30) days of receipt of the demand and shall either agree to the appointment of one of the proposed mediators or propose three (3) alternative mediators. The demanding party shall then have ten (10) days to agree to one (1) of the proposed alternative mediators. If all the proposed alternative mediators are unacceptable and the parties cannot come to a resolution as to an acceptable mediator within an additional ten (10) days, mediation will be deemed unsuccessful. Arbitration following unsuccessful mediation is optional and not mandatory.

25. **MISCELLANEOUS PROVISIONS.**

- a. **ASSIGNMENT.** Neither this Agreement, nor any part thereof, nor money due or to become due hereunder, may be assigned by either party without the express written approval of the other.
- b. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between parties with respect to the subject transportation services and supersedes all prior oral and written agreements, commitments, negotiations, or understandings with respect to the matters provided for herein and only to the extent provided herein.
- c. **NO WAIVER.** No covenant, term, or condition to this Agreement shall be deemed waived unless it is so waived in writing, signed by the party to be charged. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of other or subsequent breaches of the same or any other term or conditions.
- d. **MODIFICATION OF AGREEMENT.** No modification of this Agreement or any term or condition herein contained shall be valid unless in writing and duly executed; nor shall any modification to the Agreement not duly executed as provided herein be deemed to be a part of this Agreement under any circumstances. Notwithstanding the foregoing, based upon the needs of the Town and patrons of the shuttle bus service, the Town, in its discretion, shall have the right to reduce, or increase, the number of hours or number of buses operated under this Agreement. Such changes shall be made effective by the Town's reasonable verbal or written communication to Contractor. In the event of such changes, the contract sum payable by the Town under the terms of paragraph 17 of this Agreement shall be increased or reduced by **\$100** per hour for each hour of modified operation. The Town agrees that it will utilize the services of at least one bus on each day during the term of this Agreement for at least two hours or will pay the equivalent cost of such use. The total reduction in the annual contract sum payable which the Town may affect through the use of this provision shall not exceed **\$50,000** per year.

- e. **APPLICABLE LAW.** This Agreement shall be governed by and interpreted according to the laws of the State of Utah. All parties consent to personal jurisdiction and venue exclusively in the Fifth District Court of Utah, Iron County, should any case be filed.
- f. **SEVERABILITY.** All terms and conditions contained herein are severable and, in the event, that any of them shall be held or considered to be unenforceable by any court of competent jurisdiction, this Agreement shall be interpreted as if such unenforceable term or condition were not contained therein.
- g. **GENDER AND NUMBER.** Where applicable, the singular includes the plural, the masculine, includes the feminine, and vice versa.
- h. **BENEFIT; NO THIRD PARTY BENEFICIARIES.** This Agreement shall be binding upon and shall insure to the benefit of the parties and their permitted legal representatives, successors, and assigns. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- i. **CAPTIONS.** All captions or titles used in the Agreement are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions of any paragraph.
- j. **ENFORCEMENT COSTS.** The defaulting party shall pay all costs incurred by the non-defaulting party to enforce the terms of this Agreement, regardless of whether an action is commenced at law or in equity, which costs specifically shall not include reasonable attorney's fees. Notwithstanding the forgoing, each party's fees and costs associated with the mediation provided herein shall be borne by the party incurring such fees and costs. However, the parties shall each pay one-half of the costs of the mediation not individually incurred by a party.
- k. **REPRESENTATIONS AND WARRANTIES.** There are no representations or warranties between the parties except as expressly set forth in this Agreement.
- l. **TIME OF THE ESSENSE.** It is expressly agreed that time is of the essence of this Agreement.
- m. **FORCE MAJEURE.** Contractor shall not be in breach or default hereunder if prevented from performing its duties hereunder by any act of God, or acts or occurrences not reasonably foreseeable in the operation of a transportation system during the winter months in Brian Head Town. However, the parties acknowledge and agree that Contractor's ability to provide service to all route stops hereunder may be delayed or temporarily prevented due to unusually large snowstorms, snow removal priorities, and/or equipment failures of the Town and the Utah Department of Transportation ("UDOT"). Temporary delays or interruptions resulting from such storms and snow removal delay caused by competing priorities or equipment failures of the Town and UDOT shall not constitute grounds for breach or default hereunder.

IN WITNESS WHEREOF, the parties have executed the Agreement as of _____ day of November, 2023.

TOWN OF BRIAN HEAD

ST. GEORGE SHUTTLE

By: _____
Bret Howser, Town Manager

By: _____

Its: _____

ATTEST:

Nancy Leigh, Town Clerk

(SEAL)

BRIAN HEAD

Shuttle Operating Hours:

Sunday thru Thursday - 9am to 5pm
Friday, Saturday & Holidays - 9am to 10pm

Shuttle operates during ski season only

Shuttle runs on a continuous loop on the following lines:

(15-20 Minute Pickup Intervals)

- ① Giant Steps Ski Area
Restaurants
Outfitter
- ② The Mall
Brian Head General Store
Pizano's Pizzeria
Mountain Peak Coffee
Rosella's Mexican Restaurant
Brianhead Sports
Brian Head Ice
- ③ Utah ATV Rentals
Timberbrook Condos
- ④ Apple Annie's Country Store
- ⑤ Thunder Mountain Motorsports
- ⑥ Brian Head Lodge
Restaurants
- ⑦ Cedar Breaks Lodge
Restaurants
- ⑧ Navajo Ski Area
Restaurants
Outfitter
- ⑨ Chalet Village
- ⑩ The Lofts Condos
Aspen Condos
- ⑪ Brian Head Village (Bldgs A-L)
- ⑫ Brian Head Village (Bldgs M-Q)
- ⑬ Georg's Ski Shop
- ⑭ Chair 1 Overflow Parking

Additional On-Call Stops (not on continuous loop)

Text the on-call stop's letter to (385)213-6520 to notify shuttle that you're waiting. You may have to wait up to 15 minutes for pickup.

- A Crooked River Condos
- B Snowshoe Village
- C Copper Chase Condos
White Bear Condos
- D Town Hall & Visitor Center
- E Sawmill Condos
Southview Condos
Timbernest Condos
Alpine Condos

- F Brianwood Condos
Giant Steps Condos
The Villas
- G Parkside Condos
Evergreen Condos
Black Diamond Condos
- H Kristi Condos
Edelweiss Condos
- I Rue Jolley Neighborhood

- J Upper Ridge View
Cedar Village Condos
- K Trails at Navajo

Service Operated by:



Call (385)213-6520 for assistance





BRIAN HEAD

*THANK YOU FOR MAKING
THE SHUTTLE SERVICE
POSSIBLE BY SHOPPING
LOCALLY*

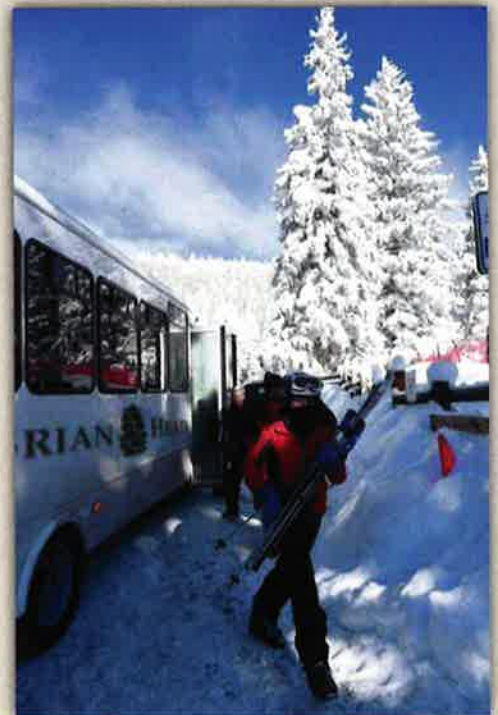
This shuttle service is provided by Brian Head Town using proceeds from an Enhanced Services Business License Fee collected from local businesses. Essentially, the fee functions as a 1.5% sales tax which goes toward these shuttles and snow removal service.

We hope you enjoy using the fare-free shuttle service, and we thank you for shopping locally to make this service and others possible. If you have questions regarding the shuttle service, please contact the shuttle operator at (385) 213-6520 or call Town Hall at (435) 677-2029.



FREE TOWN SHUTTLE

Guide & Map



BRIAN  **HEAD**



ITEM: CORE BEAUTIFICATION GO BOND PUBLIC MEETING

AUTHOR: Shane Williamson & Nancy Leigh
DEPARTMENT: Administration
DATE: November 14, 2023
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council will hold a public meeting to hear arguments for and against the General Obligation Bond for the Core Beautification. The Town received only one argument which was in favor of the Core Beautification GO Bond, the Town did not receive an argument against the Core Beautification Bond. After the argument is read, the public will need to be notified that no argument was submitted against the GO Bond and allow some time for the public to comment on the GO Bond. According to state statute, the meeting must be held no sooner than 6:00 p.m.

The following information is from a previous staff report which gives information on the Core Beautification GO Bond project. The Attachment is the argument that was submitted to the Lt. Governor's office as required by state statute and will be read for this agenda item.

BACKGROUND:

Over the past handful of years, the Town Council has discussed several projects which are intended to improve the first impression of Brian Head and polish the character of the Town's core. Some of these projects have been funded as part of the Town's annual budget process or with surplus operating funds at the end of the past couple fiscal years. Other projects are either too expensive to fund with operating funds or simply haven't been detailed enough to consider for funding.

The Council reviewed a compiled list of these projects during the Strategic Planning Retreat in January and provided initial direction to staff whether to include each individual project in a broader project to include on the ballot in November for a bond election. Staff were directed to scope out a project and research the bond election process.

The Council discussed these projects again in February and directed staff to hold public forums to solicit input.

ANALYSIS:

The following projects were discussed by the Council in January:

- Projects that a majority of Council directed staff to include in Core Beautification
 - Undergrounding Utilities
 - Street Lighting Master Plan Implementation
 - Upgraded Solar Trail Lighting
 - Crosswalks
 - Shuttle Stops
 - Town Hall Cladding/Snowmelt

- Projects that a majority of Council directed staff not to include in Core Beautification
 - Shoulder Beautification
 - Variable Message Boards
 - North & South Entry Features
 - Pursue Roundabouts sooner rather than later (but not yet)
 - Town Hall Expansion/Plaza
 - Additional Parking behind Town Hall
 - Meadow Preserve
 - Look into officially preserving Meadow
 - Maybe a sign, but no significant improvement yet

Staff estimates the following costs for the selected beautification projects:

Core Beautification Project List	Cost
Undergrounding Utilities	\$563,000 
Street Lighting	\$368,000 
Trail Lighting (solar)	\$72,000 
Corridor Study Projects	
Crosswalks	\$250,000 
Shuttle Stops	\$260,000 
Town Hall Improvements	
Cladding	\$50,000
Snowmelt	\$50,000 
Engineering/Admin (12%)	\$194,000
Contingency (20%)	\$323,000
Total	\$2,130,000

The costs presented here are the same as the estimates presented in the Strategic Planning Retreat with two exceptions:

- Trail lighting was adjusted to reflect solar lighting at \$200 per fixture allowance for 360 fixtures (one every 50 ft of trail)
- Crosswalks were bumped to \$250k from \$54k to allow for an inlaid or stamped surface and possibly bulb-outs.

A public input forum was held on June 6, 2023, to discuss these projects and a potential general obligation bond to fund them. A forum with local businesses was held on June 22, 2023, and input on this matter was solicited. Some of the input was as follows:

- Trail lighting will be difficult to implement/maintain
- Support for preserving dark skies
- Support for undergrounding utilities, but the cost is a problem. Look for matching funds from Rocky Mtn Power
- Safety concerns about crosswalk at Hunter Ridge/Circle Dr (not visible enough for southbound traffic)

Staff did not receive any significant disapproval of the concept from the public overall.

FINANCIAL IMPLICATIONS:

If the Council wishes to pursue General Bond obligation financing for these projects, staff recommends proposing the bonds not to exceed \$3.5 million. We will continue to pursue funding from UDOT and other sources to defray these costs, but the Town can always issue less bonds than it is authorized for, but not more.

As noted in previous discussions, the Town has other Outstanding Bonds for which a tax decrease would occur upon the retirement of the same, which may not occur if the proposed Bonds are issued. However, the combination of the scheduled retirement of the Outstanding Bonds and the issuance of the proposed Bonds, as planned, is expected to result in no property tax rate increase (\$0.00) on a primary residence or business property within the Town from current property tax levels.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

N/A

PROPOSED MOTION:

No motion necessary.

ATTACHMENTS:

A – Argument for Core Beautification GO Bond.

ARGUMENT FOR THE BONDS

Argument for the Issuance of \$3.5 M in Commercial Core Safety & Beautification Bonds without adjusting taxes beyond what residents have already been paying. Brian Head Town proposes the issuance of General Obligation Bonds to finance various projects for safety improvements and beautification of the Town's commercial core along Highway 143. A vote in favor of the bond is a vote to improve traffic and safety in our commercial core, enhancing the town's appearance, and establishing a welcoming environment befitting our growing mountain resort community, all without adjusting taxes beyond what residents have already been paying.

Need

Brian Head Town is at an inflection point of its development as a resort community. Visitation has more than doubled in the past decade, and with future development by Brian Head Resort, now is the time to consider projects aimed at improving transportation through the commercial areas. We want to be proactive and address potential issues now, before they overwhelm the Town – aligning with principles of “smart growth”.

Solution

Our Commercial Core Transportation Study recently identified several projects, such as well-designed crosswalks and inviting transit stops. These projects have several positive impacts, such as:

- Removing vehicular traffic by offering viable transportation alternatives
- Ensuring safety for pedestrians and bicyclists,
- Beautifying the Town core and making it identifiable as a Town center.

Additional projects would include street and trail lighting, which provide safety and beautification to the Town core. Depending on how successful the Town is in acquiring grants and private funding to supplement these projects, it's possible that these funds could be used toward an expansion of Highway 143, adding turning lanes and improved road shoulders.

Impact on Residents

The Town Council is committed to minimizing the impact on residents' property tax bills. Currently, the Town has General Obligation Bonds (the 2005B General Obligation Bonds) outstanding which will pay off in 2024, resulting in reduced property taxes for residents. The proposed new bond issuance has been sized to adjust property taxes by approximately the same amount that property taxes would be reduced due to the retirement of the 2005B General Obligation Bonds. This means that voting for this bond would NOT result in residents and property owners paying more property taxes than what they have already been paying. In addition, due to the small proportion of full-time residents in Brian Head, the majority of the cost of the Commercial Core Safety & Beautification Bonds will be borne by non-resident visitors to Brian Head.

SUBMITTED BY MARTIN TIDWELL BRIAN HEAD TOWN COUNCILMAN.

(No opposing argument was submitted)

The Town shall conduct a public meeting on November 14, 2023, beginning at the hour of 6:00 p.m. at 56 North Hwy 143, Brian Head, Utah. The purpose of the meeting is to hear arguments for and against the issuance of the Bonds.