

ECHO CANYON PRELIMINARY MUNICIPALITY PLANNING COMMISSION PUBLIC MEETING AGENDA

The Echo Canyon Preliminary Municipality Planning Commission ("Planning Commission") will meet in public session to hold its Planning Commission Meeting as follows:

Date and time: October 20, 2026, 2:00 PM

Format: In person with electronic participation

Physical Location: 1813 Kane Springs Road (Onsite Construction Structure), Echo Canyon, Grand County, Utah 84532

Members of the Planning Commission may participate electronically.

The public is welcome to attend the Planning Commission Meeting. Please contact Jay Springer at (801) 762-6377 or jay@meridianland.law with any questions regarding public participation in the meeting. The Agenda includes the following items, any of which may be acted on, discussion only, or deferred to a later date:

- 1) Welcome and call meeting to order.
 - a) Acknowledgment of New Members
 - b) Training - OPMA
- 2) Approval of Minutes:
 - a) June 23, 2025
- 3) Public Hearings
 - a) Proposed amendments to the permitted land use table in Title 12, Chapter 2.
 - b) The proposed Moonflower Development Agreement between Echo Canyon and G&H Miller Family Holdings, LLC regarding the development of approximately 18 acres of land within the preliminary municipality.
 - c) The proposed Master Development Agreement between Echo Canyon and Kane Creek Preservation and Development regarding the development of the Echo Canyon Resort located on approximately 144 acres of land within the preliminary municipality.
- 4) Discussion/Action Items
 - a) Proposed amendments to the permitted land use table in Title 12, Chapter 2.
 - b) The proposed Moonflower Development Agreement between Echo Canyon and G&H Miller Family Holdings, LLC regarding the development of approximately 18 acres of land within the preliminary municipality.
 - c) The proposed Master Development Agreement between Echo Canyon and Kane Creek Preservation and Development regarding the development of the Echo Canyon Resort located on approximately 144 acres of land within the preliminary municipality.
- 5) Adjournment

Open & Public Meetings Act Training

1. **The legislative intent of the OPMA is for public bodies to deliberate and act?**
 - A. Civilly
 - B. Respectfully
 - C. Openly
 - D. Transparently
2. **How is a quorum defined in the OPMA?**
 - A. A simple majority of the membership of a public body
 - B. Three or more members of the public body
 - C. A minimum number of the public body needed to hold a valid meeting
 - D. The number of people needed to conduct official business of the public body
3. **How soon do approved minutes need to be posted for the public?**
 - A. Within three business days after approving written minutes of an open meeting.
 - B. Within 30 days after holding the open meeting
 - C. Within seven calendar days after approving written minutes of an open meeting
 - D. As soon as reasonably possible
4. **What is a justifiable reason you may hold a closed meeting?**
 - A. Discussion regarding a controversial recommendation from an advisory board.
 - B. To learn confidential details about a recent crime in the area
 - C. Interview a person applying to fill an elected position or midterm vacancy
 - D. Strategy session to discuss pending or reasonable imminent litigation
5. **How much time is required to notice a public meeting?**
 - A. At least 24 hours
 - B. If regular meetings are held, annual notice is required
 - C. Not less than 24 hours
 - D. All of the above
6. **How often is a public body required to be trained on the Open and Public Meetings Act?**
 - A. Each time a member of the public body is newly elected or appointed
 - B. Annually
 - C. Too much
 - D. Monthly
7. **What is something that does NOT need to be recorded in the official minutes?**
 - A. Date, time, and place of the meeting
 - B. Names of members present and absent
 - C. A record, by individual member, of each vote taken by the public body
 - D. The verbatim dialog of all matters proposed, discussed, or decided by the public body
8. **Which of these is not a requirement for electronic meetings?**
 - A. Adoption of a resolution, rule, or ordinance governing the use of electronic meetings by the public body
 - B. Always have an anchor location where the public may attend
 - C. Give public notice of the electronic meeting in accordance with State Code
 - D. Except for a unanimous vote, all votes shall be taken by roll call
9. **Which of these would NOT be a public meeting regulated by OPMA?**
 - A. A chance gathering in the grocery store
 - B. A social gathering at a holiday party, even if sponsored by the local government
 - C. Local festival/event when a quorum of the public body are in attendance
 - D. All of the above
10. **What must be included on an agenda?**
 - A. Reasonable specificity about topics to be considered
 - B. Dress code for the meeting
 - C. Action Items
 - D. Pledge of Allegiance

Answers: 1.C 2. A 3. A 4. D 5.D 6. B 7. D 8. B 9. D. 10. A

ECHO CANYON PLANNING COMMISSION
PUBLIC HEARING MINUTES
June 23, 2025 at 11:00 am

Call to Order

Meeting was called to order at 11:00 am.

The meeting was held in person with electronic participation.

Physical location was at: 1813 Kane Springs Road (Onsite Construction Structure), Echo Canyon, Grand County, Utah 84532.

Present in the meeting were:

Cody Larkin, Chair

Chris Houghton, Planning Commissioner

Thaxter Sharp, Planning Commissioner

Jonathan Hoffman, Echo Canyon Board Member

Jay Springer, Legal Counsel

AGENDA

Welcome and call meeting to order.

Chair Larkin welcomed those present and introduced Commissioners Houghton and Sharp, who participated electronically. All three Planning Commission members were present.

Acknowledgment of Oath of Office

Legal Counsel Springer explained that each Planning Commissioner was required to complete an oath of office before a notary public and submit it to the Echo Canyon recorder. Chair Larkin confirmed his oath had been completed. Commissioner Sharp confirmed his oath had been notarized and submitted. Commissioner Houghton confirmed his oath had been notarized and was expected to be submitted shortly.

Open and Public Meeting Act Training

Legal Counsel Springer recommended completing the required annual training through the Utah State Auditor and reviewed the purpose of the Open and Public Meeting Act, including restrictions on discussing substantive Planning Commission business outside a properly noticed public meeting. The Commissioners reported no questions, and Commissioner Sharp noted that his completion certificate had been sent by email.

Public hearing on the following proposed land use ordinances:

- a. Building Code
- b. Fire Protection Code
- c. Excavation and Grading Code
- d. Subdivision Ordinance
- e. Land Use Code

Legal Counsel Springer reviewed the proposed ordinances with the Planning Commission. He discussed the Land Use Code, including permitted uses, site standards, minimum lot and building standards, utilities, flag lots, and the land-use approval process; the Building Code and Fire Protection Code, including adoption of applicable standard codes and a prohibition on fireworks; the Excavation and Grading Code, including permitting, utility protection, erosion control, and rights-of-way; and the Subdivision Ordinance, including the application process, administrative review by the municipal engineer, public-facility requirements, environmental and engineering information, plat recording, and developer responsibility for costs. Commissioner Sharp identified an apparent inconsistency in the minimum lot-width language, and Legal Counsel Springer stated that the item would be flagged for confirmation and correction.

Opening of Public Hearing

- Motion by: Chair Larkin to open the public hearing on the proposed Building Code, Fire Protection Code, Excavation and Grading Code, Subdivision Ordinance, and Land Use Code.
- Seconded by: Commissioner Sharp.
- Result: Passed Unanimously by roll call vote.
- Notable discussion: None.
- Related documents: Proposed Building Code; Fire Protection Code; Excavation and Grading Code; Subdivision Ordinance; Land Use Code.

Dave Plosser commented regarding FEMA floodplain requirements, fire-protection responsibilities, geotechnical requirements for structural fill, and future building-inspection and design-review functions. Legal Counsel Springer responded as staff that a fire chief had not yet been appointed, that professional staff were anticipated for municipal building functions, and that applicable code and fill requirements would continue to be reviewed. Laura Long objected to the Echo Canyon preliminary municipality and Planning Commission process and criticized the meeting location and development-related governance structure. No additional public comments were received.

Closing of Public Hearing

- Motion by: Commissioner Sharp to close the public hearing.
- Seconded by: Commissioner Houghton.
- Result: Passed Unanimously.
- Notable discussion: No additional public comments were received.
- Related documents: Proposed land use ordinances listed above.

Action on land use ordinances (recommendation to Municipal Board), including:

- a. Building Code
- b. Fire Protection Code
- c. Excavation and Grading Code
- d. Subdivision Ordinance
- e. Land Use Code
 - Motion by: Chair Larkin to forward a positive recommendation to the Echo Canyon Preliminary Municipality Board for the proposed Building Code, Fire Protection Code, Excavation and Grading Code, Subdivision Ordinance, and Land Use Code as presented.
 - Seconded by: Commissioner Sharp.
 - Result: Passed Unanimously by roll call vote.
 - Notable discussion: The Commission had reviewed the proposed ordinances and received public comment. Legal Counsel Springer clarified that the Planning Commission was making a recommendation to the Preliminary Municipality Board, which would consider final action on the ordinances.
 - Related documents: Proposed Building Code; Fire Protection Code; Excavation and Grading Code; Subdivision Ordinance; Land Use Code.

Other business, as needed

Legal Counsel Springer explained that this agenda item could be used at future meetings for non-substantive logistical matters, training, upcoming events, and scheduling. No other business was raised.

Adjournment

- Motion by: Commissioner Sharp to adjourn the meeting.
- Seconded by: Chair Larkin.
- Result: Passed Unanimously.
- Notable discussion: None.
- Related documents: None.

TABLE ONLY - Echo Canyon Land Use Table (Title 12)

Approved by Echo Canyon Preliminary Municipality Board and Made Effective June 24, 2025

For Planning Commission Public Hearing October 19, 2026

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TITLE 12

LAND USE ORDINANCE

CHAPTER 2

ZONING AND LAND USE

12.02.001: LAND USE

Land Use Table

Uses indicated as “P” below are Permitted Uses in all areas within the jurisdictional boundaries of Echo Canyon.

Uses indicated as “C” are Conditional Uses.

All other uses not specified in this table are not permitted.

<u>Aerial Lift ways, and other Aerial Transit</u>	<u>P</u>
Airport	P
<u>Accessory Apartment</u>	<u>P</u>
<u>Accessory Buildings</u>	<u>P</u>
<u>Adventure Outfitter</u>	<u>P</u>
Agricultural	P
Automobile <u>and small motorized vehicle (UTV/motorized equipment)</u> sales or rentals	P
Bank or financial institutions	P
Car wash	P
Child daycare	P
Community Center	P
<u>Convenience Store</u>	<u>P</u>
<u>Fuel sales and distribution facilities</u>	<u>P</u>
Gas or refueling station including electric-vehicle charging stations	P
General retail sales <u>and services</u> , large or small items	P
Golf Course	P
Grocery store	P
<u>Hotels, Motels, and other commercial-scale overnight or transient accommodations</u>	P
Instructional facility	P
Medical or dental office	P
<u>Mixed-Use</u>	<u>P</u>
<u>Motels</u>	<u>P</u>
Movie Theatre	P

TABLE ONLY - Echo Canyon Land Use Table (Title 12)

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Office	P
Office, General	P
Outdoor Storage	P
Parking lot or structure	P
Place of Worship	P
Post Office	P
<u>Pools, hot tubs, wave pools, private or commercial, heated, outdoor/indoor, enclosed, or otherwise, with or without related equipment and facilities</u>	<u>P</u>
Private Park, recreational grounds	P
Public Library	P
Public Park	P
Public or Private school	P
<u>Recreational facilities, indoor or outdoor, including rock climbing, suspension, via ferrata</u>	<u>P</u>
<u>Recreational Equipment</u>	<u>P</u>
Residential Dwelling Units, Multi-Family	P
Residential Dwelling Units, Single Family Attached	P
Residential Dwelling Units, Single Family Detached	P
<u>Restaurant</u>	<u>P</u>
Restaurant with drive-up window	P
Retail	P
Self-storage	P
Short-term rental <u>and other overnight and transient accommodations, in any residential dwelling unit type</u>	P
<u>Spas and personal services</u>	<u>P</u>
Tobacco or smoke shop	P
<u>Transportation Services</u>	<u>P</u>
<u>Telecommunication Antenna and Public Utility Stations or generators</u>	<u>P</u>
Temporary Use <u>and Outdoor Events</u>	P
Trails	P
<u>Utility Facilities, including wastewater processing and treatment facilities and power and electrical generation, storage, and distribution facilities</u>	<u>P</u>

After recording, please send to:
G&H Miller Family Holdings, LLC
9350 S 150 E, Suite 1000
Sandy, Utah 84070

ECHO CANYON PRELIMINARY MUNICIPALITY DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the Effective Date (defined below), by and between G&H MILLER FAMILY HOLDINGS, LLC, a Utah limited liability company, (the “Owner”), and the ECHO CANYON PRELIMINARY MUNICIPALITY, a municipality and political subdivision of the State of Utah (the “Municipality”). Municipality and Owner are jointly referred to as the “Parties” and each individually as a “Party.”

RECITALS:

A. Owner is the owner of approximately 18 acres of the real property located within the boundaries of the Municipality, as more particularly described on **Exhibit A** (the “Property”).

B. Owner’s Property is within a larger project being advanced by the developer of the “Project”. A depiction of the Project is set forth in the attached **Exhibit B**.

C. Primary access to the Property is through an access road to be owned and maintained by the Municipality. A depiction of the access road is attached as **Exhibit C**.

D. The Property will be serviced with utilities provided by Kane Creek Special Service District (the “District”), or by other separate utilities or service providers, as will be coordinated and facilitated by the Municipality.

E. On June 24, 2025, the Board of the Preliminary Municipality of Echo Canyon (the “Board”) adopted Ordinance No. 2025-O-05, which adopted the Municipality’s Building Code, Fire Protection Code, Excavation and Grading Code, Subdivision Ordinance, and Land Use Ordinance (collectively, the “Land Use Regulations”). The Property is subject to the Municipality’s Land Use Regulations.

F. The Municipality, acting pursuant to its authority under Utah Code § 10-2a-509(4)(a) and Utah Code § 10-20-101 *et seq.* (formerly codified at § 10-9a-101 *et seq.*), and the codes and regulations of the Municipality, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to enter into this Agreement. The Municipality authorizes the below signing official of the Municipality to execute and deliver this Agreement on behalf of the Municipality.

G. By this Agreement, Municipality and Owner confirm the Property’s entitlements for development within the Project. This Agreement is a “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code § 10-20-102(18).

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

1. **Recitals; Definitions.**

1.1 **Recitals.** The Recitals set forth above are incorporated herein by this reference.

1.2 **Defined Terms.** Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the exhibits. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Municipality Code.

1.2.1 “Applicable Law” means all laws, ordinances, policies, standards, guidelines, directives, and procedures of the Municipality in effect as of the Effective Date, as modified by this Agreement.

1.2.2 “Effective Date” has the meaning set forth in Section 2 below.

1.2.3 “Final Plat” means an instrument subdividing property into lots as depicted on a map or other graphic representation of land that a licensed professional land surveyor makes and prepares in accordance with § 10-20-803 or § 57-8-13 of Utah Code.

1.2.4 “Future Law” or “Future Laws” means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of the Municipality which are in effect after the Effective Date and may or may not be applicable as provided in Section 3.2 below.

1.2.5 “Land Use Application” means an application that is required to subdivide and develop land and/or construct improvements thereon.

1.2.6 “Moonflower Development” means the development of no more than twenty (20) residential lots within the Property, which may, or may not, in the discretion of Owner, be incorporated into the Project.

1.2.7 “Term” shall mean a period of time commencing on the Effective Date and continuing for thirty-five (35) years thereafter.

1.2.8 “Municipality” means the Echo Canyon Preliminary Municipality, and includes, unless otherwise provided, any and all of the Municipality’s agencies, departments, officials, employees or agents.

1.2.9 “Municipality Code” means the Land Use Regulations, and such other ordinances and regulations enacted to regulate the Property.

2. **Effective Date.** This Agreement is effective as of October 1, 2026 (the “Effective Date”).

3. **Vested Rights and Legislative Powers.**

3.1 **Vested Rights.** As of the Effective Date, Owner has the vested right to proceed with the development of the Property as the Moonflower Development, or such other name as selected by Owner, in accordance with this Agreement and Applicable Law. Specifically, Owner is vested with the right to: (i) develop and construct up to twenty (20) residential lots or other uses contemplated in the definition of the Moonflower Development, with such rights to accessory uses as allowed under Applicable Law; (ii) connect to existing public roads; (iii) obtain a Final Plat for all residential lots allowed under this section; and (iv) connect to existing public infrastructure, upon the payment of generally applicable fees. The Parties specifically intend that this Agreement grants the Property “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code § 10-20-902. To the maximum extent permissible under the laws of Utah and at equity, the Municipality and Owner intend that this Agreement be construed to grant Owner all vested rights to develop the Moonflower Development, with building thereon for occupancy or use consistent with this Agreement and Applicable Law. The Parties intend that the rights granted to Owner under this Agreement are contractual and are in addition to those rights that exist under statute, common law, and at equity.

3.2 **Future Laws.** The Municipality’s Future Laws with respect to the Project or the Property shall not apply except as follows:

3.2.1 **Owner Agreement.** Future Laws that Owner agrees in writing shall apply to the Property and/or Moonflower Development;

3.2.2 **Compliance with State and Federal Laws.** Future Laws which are generally applicable to all properties in the Municipality and which are required to comply with State and Federal laws and regulations affecting the Property and do not effect a taking of the right to develop the uses and the densities described in this Agreement;

3.2.3 **Safety Code Updates.** Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety-related codes, such as the International Building Code, or the American Public Works Association Specifications, or that are adopted or required by the state or federal governments, and that are necessary to meet legitimate concerns related to public health, safety or welfare;

3.2.4 **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Municipality to all properties, applications, persons and entities similarly situated;

3.2.5 **Fees.** Changes to the amounts of fees, except for impact fees which shall not apply to the Property, for the processing of Land Use Applications that are generally applicable to all development within the Municipality and which are adopted pursuant to state law; and

3.2.6 Municipality Code Updates and Other Provisions. Those updates to the Municipality Code and other provisions of Municipality guidelines and standards that do not prohibit, impair or impede the development and/or use of the Moonflower Development within the Property.

4. **Obligations.**

4.1 **Access.** Access to the Property shall be obtained and maintained in perpetuity through a public road through private and public land, with the Municipality obtaining and maintaining all necessary permits and permissions from other land owners and all applicable governments for the connection of the Moonflower Development and Property to Kane Springs Road. The Municipality and Owner may coordinate the location of gate(s) as may be efficient and needed for access to the Property. The Municipality shall maintain at all times any licenses or approvals needed to maintain the Property as required by any governmental entity.

4.2 **Utilities.** The Municipality will cause to be created certain public utility easement areas in such locations as to facilitate access to the Moonflower Development and to avoid or minimize above-ground improvements, utility or service boxes which would otherwise interfere with the views or use of the lots planned to be built and maintained within the Moonflower Development.

4.3 **Owner Consent.** In advance of the Municipality approving any utility or service easement, including any permission or right for the District, that would affect or be visible from the Moonflower Development, the Municipality shall first obtain the prior written consent of Owner.

4.4 **Municipality Cooperation.** The Municipality agrees to cooperate in making available public rights of way and easements for use by utility and service providers to development within the Property. The Municipality further agrees to cooperate with Owner in efforts to relocate, reconfigure or upgrade existing facilities which cross onto any portion of the Property.

4.5 **Development Review Process.** The development shall adhere to the procedures and requirements set forth in the Land Use Regulations. The Municipality shall (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with any Land Use Application, or other required governmental approvals; and (b) promptly meet and consider such actions as required by the Utah Code and applicable Municipality ordinances to provide all appropriate consents, approvals and opinions as requested by Owner from time to time.

5. **Protected Uses.** The Parties agree that the Municipality currently does not have any regulation or law that restricts the use of any portion of the Property as including short term rentals, long term rentals, a private access gate at the Moonflower Development within the Moonflower Development, or accessory buildings in support of primary uses intended for the Moonflower Development. Any Future Law restricting or regulating any of the previously identified secondary or accessory uses, restricting the right to maintain up to twenty (20) single family residences within the Moonflower

Development, shall not apply to the Property, without the prior written consent of Owner, which may be withheld or granted in Owner's sole discretion.

6. **Integration.** This Agreement contains the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature between the Parties as to the entitlements of the Moonflower Development and may only be modified by a subsequent writing duly executed by the Parties hereto.

7. **Severability/Invalidity.** If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. In the event of an unenforceability or invalidity determination, Owner and the Municipality shall each cooperate with the other to have the Municipality, or any successor land use authority or regulator, adopt a new enactment which is materially similar to any such stricken provisions and which implements the intent of the Parties under this Agreement.

8. **Notices.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be (a) served personally upon the Party for whom intended, (b) sent by nationally recognized express delivery service, or (c) mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below. Additionally, any such notices, requests and demands may be sent by electronic mail, so long as such notice is also delivered by one of the methods described above.

To Owner:

G&H MILLER FAMILY HOLDINGS, LLC
9350 South 150 East, Suite 1000
Sandy, UT 84070
Attn: Greg Miller
Email: gmiller@lhm.com

To the Municipality:

Echo Canyon Preliminary Municipality
c/o Jay L. Springer, Esq.
Meridian Land Counsel, PLLC
50 West Broadway, Ste. 300
Salt Lake City, UT 84101
jay@meridianland.law

Any Party may change its notice address by giving written notice to the other Party in accordance with the provisions of this Section 8.

9. **Amendment.**

The Municipality, or its successor governmental authority, and Owner, or the assignee of Owner as evidenced by a written assignment, by written agreement constituting an amendment, may choose to amend this Agreement at any time. An amendment to this Agreement need only be executed by Owner and the Municipality to be effective, and no amendment will require the consent or countersignature of a successor-in-title to the Property absent an assignment of rights reflected in a written assignment executed by Owner.

10. **General Terms and Conditions.**

10.1 **Termination of Agreement.** This Agreement will continue throughout the Term, provided, however, that if Owner is not in breach of any material provisions of this Agreement when the Term expires, and any portions of the Moonflower Development have not been completely built-out, then this Agreement shall automatically be extended for additional five (5) year periods until all development contemplated for the Moonflower Development is complete and Owner has provided a notice of build-out in writing to the Municipality. Owner may terminate this Agreement at any time by delivering a notice of build-out, provided however that such notice shall not effect a termination of any rights obtained, used or maintained by the successor owners of any portion of the Property. For purposes of this Section 10, “built-out” and “build-out” mean the completion of all development in the Property.

10.2 **Run with the Land.** This Agreement shall be recorded against the Property. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of the Parties and their respective successors-in-title, and other successors, subject to the limitations on amendment as set forth in Section 9 above.

10.3 **Assignment.** This Agreement may be assigned, in whole or in part, in a writing executed by Owner. Each assignment or partial assignment shall be provided to the Municipality within five (5) days of execution. The Municipality may not assign this Agreement, provided, however, that this Agreement runs with the land and shall apply to the parties hereto, including successors, in accordance with Section 10.2.

10.4 **Default & Remedies.** If either the Owner or the Municipality fails to perform their respective obligations under the terms of this Agreement (as applicable, the “Defaulting Party”), the non-defaulting Party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The Parties shall meet and confer in an attempt to resolve the default but if they are not able to do so the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance. Any delay by a Party in instituting or prosecuting

any such actions or proceedings or otherwise asserting its rights under this Section 10.4 shall not operate as a waiver of such rights. If the Municipality elects to consider terminating this Agreement due to an uncured default by Owner, then the Municipality shall give to Owner written notice of Municipality's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the Board at a duly noticed public meeting. Owner shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the Board determines that a material uncured default has occurred and is continuing, the Municipality may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

10.5 **Non-liability of Municipality Officials or Employees.** No officer, representative, agent, or employee of the Municipality shall be personally liable to the Owner or any successor-in-interest or assignee of the Owner, in the event of any default or breach by the Municipality or for any amount which may become due, to the Owner, or its successors or assigns under this Agreement.

10.6 **Governing Law & Venue.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall be brought in the state or federal courts of Utah.

10.7 **Third Party Rights.** The Parties to this Agreement are the Owner and Municipality. There are no intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the Municipality has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property.

10.8 **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; pandemics; 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.

10.9 **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the Municipality and the Owner.

10.10 **Counterparts.** This Agreement may be executed in counterparts that may be exchanged by traditional or electronic means and all of which, when taken together, shall constitute one and the same original instrument.

10.11 **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

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

G&H MILLER FAMILY HOLDINGS, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

STATE OF UTAH)
 : SS.
COUNTY OF _____)

On this ____ day of _____, 2026, personally appeared before me _____, the Manager of G&H Miller Family Holdings, LLC, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

[Signatures continue on next page]

MUNICIPALITY, a municipality and political subdivision of the State of Utah

Name: _____

Its: _____

Recorder

STATE OF UTAH)
 : SS.
COUNTY OF _____)

On this _____ day of _____, 2026, personally appeared before me _____, the authorized signer the Echo Canyon Preliminary Municipality, whose identity is personally known to me, to be the person who executed the Agreement on behalf of the Echo Canyon Preliminary Municipality, and who duly acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

Approved as to Form:

Municipality Attorney

EXHIBIT A

Legal Description of the Property

PARCEL G

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°50'30" WEST 800.71 FEET ALONG THE SOUTH SECTION LINE; THENCE NORTH 11°08'57" EAST 264.27 FEET; THENCE NORTH 30°59'11" EAST 204.04 FEET; THENCE NORTH 22°49'40" EAST 153.51 FEET; THENCE NORTH 21°34'02" EAST 123.10 FEET; THENCE NORTH 34°42'07" EAST 48.44 FEET; THENCE NORTH 31°08'05" EAST 139.93 FEET; THENCE NORTH 36°04'18" EAST 54.71 FEET; THENCE NORTH 00°13'41" WEST 94.73 FEET; THENCE NORTH 24°22'55" EAST 118.55 FEET; THENCE NORTH 44°42'47" EAST 167.10 FEET; THENCE NORTH 50°04'32" EAST 154.43 FEET; THENCE NORTH 36°43'50" EAST 204.46 FEET TO A POINT ON THE CENTER SECTION LINE; THENCE SOUTH 00°01'48" EAST 1480.64 FEET ALONG THE SAID CENTER SECTION LINE TO THE POINT OF BEGINNING.

SITUATED IN GRAND COUNTY, STATE OF UTAH.

EXHIBIT B

Depiction of the Project
(Labeled as 12:00:0-0001 in shading)

2026-10-20 Planning Commission
Public Meeting/Hearing Packet

EXHIBIT C

Depiction of Access Road into and from Moonflower Development

PROPOSED LEASE PARCEL (HATCHED AREA)

DESCRIPTION OF A PARCEL OF LAND IN THE NE1/4 NW1/4 SECTION 15, T 26 S, R 21 E, SLB & M, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NE CORNER LOT 1, SECTION 15, T 26 S, R 21 E, SLB & M, AND PROCEEDING THENCE WITH THE NORTH LINE OF SAID SECTION 15 S 89°54'E 285.9 FT. TO A FENCE LINE, THENCE WITH SAID FENCE LINE S 28°49'W 592.8 FT. TO THE EAST LINE OF SAID LOT 1, SECTION 15, THENCE WITH SAID LINE N 0°01'W 519.9 FT. TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS (NOT INCLUDING THE AREAS WITHIN THE ACCESS & UTILITY R-O-W AND THE DITCH R-O-W) 1.36 ACRES, MORE OR LESS.

DITCH RIGHT-OF-WAY

A 25.0 FT. WIDE DITCH RIGHT-OF-WAY IN THE NE1/4 NW1/4 SECTION 15, T 26 S, R 21 E, SLB & M, 12.5 FT. EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, SECTION 15, SAID POINT BEARS S 0°01'E 494.1 FT. FROM THE NE CORNER OF SAID LOT 1, SECTION 15, T 26 S, R 21 E, SLB & M, AND PROCEEDING THENCE WITH SAID CENTERLINE N 28°49'E 563.4 FT. TO THE NORTH LINE OF SAID SECTION 15, THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

IRRIGATION LINE RIGHT-OF-WAY

A 25.0 FT. WIDE IRRIGATION LINE RIGHT-OF-WAY IN THE NE1/4 NW1/4 SECTION 15, T 26 S, R 21 E, SLB & M, 12.5 FT. EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EAST LINE LOT 1, SECTION 15, SAID POINT BEARS S 0°01'E 287.4 FT. FROM THE NE CORNER OF SAID LOT 1, SECTION 15, T 26 S, R 21 E, SLB & M, AND PROCEEDING THENCE WITH SAID CENTERLINE N 28°49'E 326.3 FT. TO THE NORTH LINE SECTION 15, THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

ACCESS & UTILITY RIGHT-OF-WAY (Road #2)

A 25.0 FT. WIDE ACCESS AND UTILITY RIGHT-OF-WAY IN THE NE1/4 NW1/4 SECTION 15, T 26 S, R 21 E, SLB & M, 12.5 FT. EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, SECTION 15, SAID POINT BEARS S 0°01'E 361.5 FT. FROM THE NE CORNER OF SAID LOT 1, SECTION 15, T 26 S, R 21 E, SLB & M, AND PROCEEDING THENCE WITH SAID CENTERLINE OF EASEMENT S 61°47'E 78.4 FT. TO A FENCE LINE AT THE WESTERLY SIDE OF KANE CREEK ROAD, THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

ACCESS & DRAINAGE MAINTENANCE RIGHT-OF-WAY

A 25.0 FT. WIDE ACCESS & DRAINAGE MAINTENANCE RIGHT-OF-WAY IN THE NE1/4 NW1/4 SECTION 15, T 26 S, R 21 E, SLB & M, 12.5 FT. EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

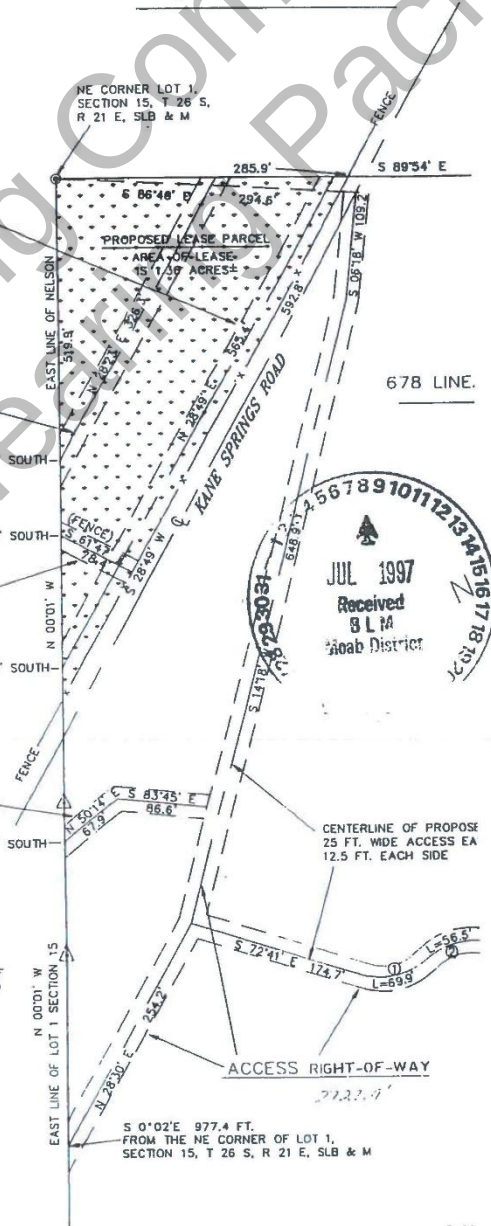
BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, SECTION 15, SAID POINT BEARS S 0°01'E 670.9 FT. FROM THE NE CORNER OF SAID LOT 1, SECTION 15, T 26 S, R 21 E, SLB & M, AND PROCEEDING THENCE WITH SAID CENTERLINE OF EASEMENT N 50°14'E 67.9 FT., THENCE S 83°45'E 86.6 FT. TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

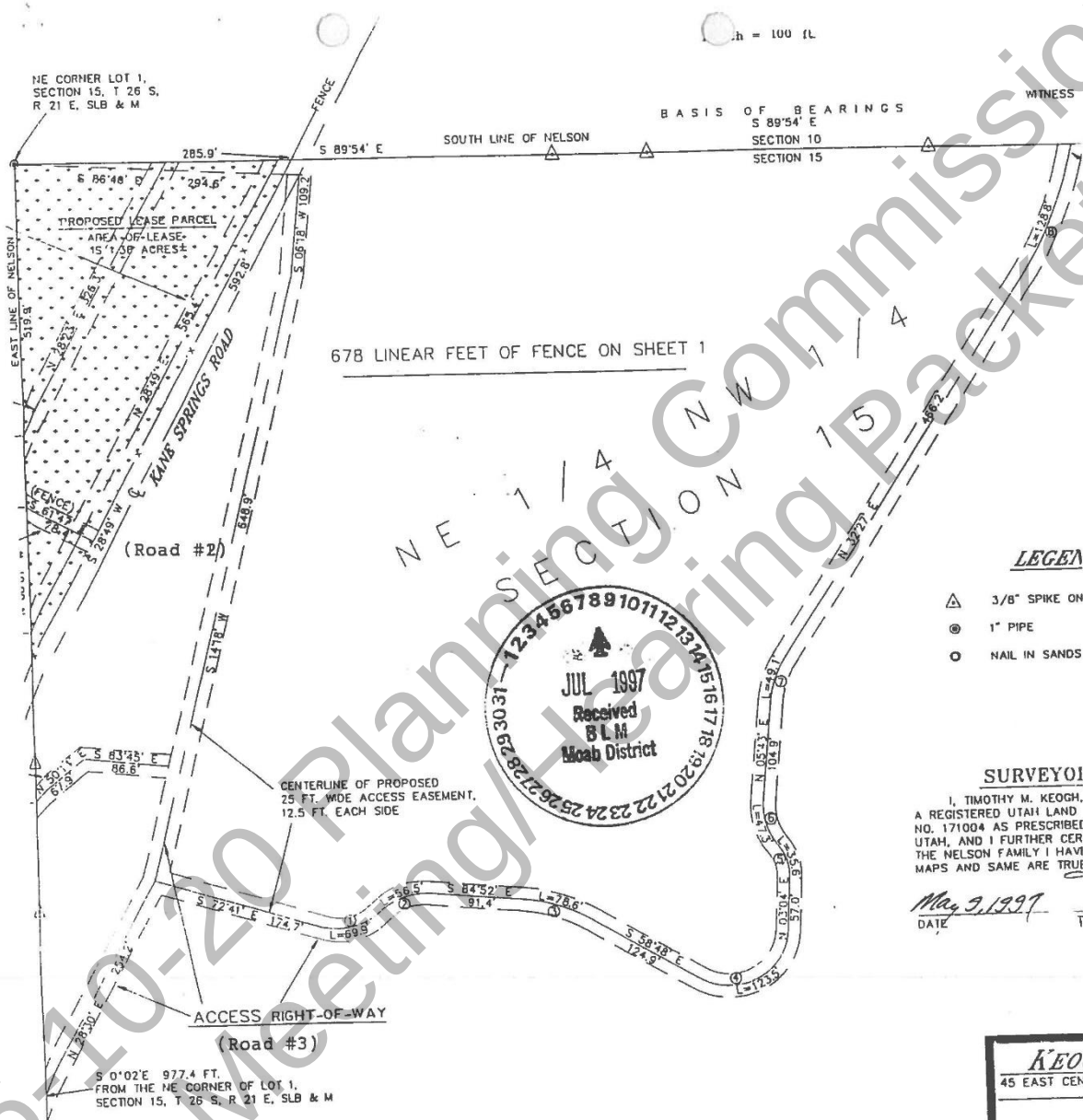
ACCESS RIGHT-OF-WAY A (Road #3)

CENTERLINE DESCRIPTION OF 25.0 FT. WIDE ACCESS RIGHT-OF-WAYS, 12.5 FT. EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE(S) IN SECTION 15, T 26 S, R 21 E, SLB & M, GRAND COUNTY, UTAH:

BEGINNING AT A POINT WHICH BEARS S 86°46'E 294.6 FT. FROM THE NE CORNER OF LOT 1, SECTION 15, T 26 S, R 21 E, SLB & M, SAID POINT IS AT THE EXISTING CENTERLINE OF KANE SPRINGS ROAD, AND PROCEEDING THENCE WITH THE CENTERLINE OF SAID RIGHT-OF-WAY S 6°18'W 109.2 FT., THENCE S 14°18'W 648.9 FT., THENCE S 72°41'E 174.7 FT., THENCE ALONG A 66.7 FT. RADIUS CURVE TO THE LEFT 69.9 FT. (SAID CURVE HAS A CHORD WHICH BEARS N 77°17'E 66.7 FT.), THENCE ALONG A 67.6 FT. RADIUS CURVE TO THE RIGHT 56.5 FT. (SAID CURVE HAS A CHORD WHICH BEARS N 71°12'E 54.8 FT.), THENCE S 84°52'E 91.4 FT., THENCE ALONG A 172.8 FT. RADIUS CURVE TO THE RIGHT 78.6 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 71°50'E 77.9 FT.), THENCE S 58°48'E 124.9 FT., THENCE ALONG A 59.9 FT. RADIUS CURVE TO THE LEFT 123.5 FT. (SAID CURVE HAS A CHORD WHICH BEARS N 62°08'E 102.8 FT.), THENCE N 3°04'E 57.0 FT., THENCE ALONG A 47.5 FT. RADIUS CURVE TO THE LEFT 35.6 FT. (SAID CURVE HAS A CHORD WHICH BEARS N 18°25'W 34.8 FT.), THENCE ALONG A 59.4 FT. RADIUS CURVE TO THE RIGHT 47.3 FT. (SAID CURVE HAS A CHORD WHICH BEARS N 17°06'W 46.1 FT.), THENCE N 5°43'E 104.9 FT., THENCE ALONG A 105.2 FT. RADIUS CURVE TO THE RIGHT 49.1 FT. (SAID CURVE HAS A CHORD WHICH BEARS

SHEET 1





CURVE SCHEDULE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	66.7'	69.9'	38.5'	66.7'	N 77°47' E	60°03'
2	67.6'	56.5'	30.0'	54.8'	S 71°12' W	47°53'
3	172.8'	78.6'	40.0'	77.9'	N 71°50' W	26°04'
4	59.9'	123.5'	100.0'	102.8'	N 62°08' E	118°09'
5	47.5'	35.6'	18.7'	34.8'	N 18°25' W	42°58'
6	59.4'	47.3'	25.0'	46.1'	S 17°06' E	45°37'
7	105.2'	49.1'	25.0'	46.6'	S 19°05' W	26°44'
8	391.0'	128.8'	65.0'	128.2'	N 23°01' E	18°53'

KEO
45 EAST CEN

PROJ

CHAI

DATE: 5-7-

SCALE: 1"=11'

After recording, please send to:

Kane Creek Preservation and Development LLC

PO Box

Lehi, UT

Attn:

ECHO CANYON PRELIMINARY MUNICIPALITY MASTER DEVELOPMENT AGREEMENT

This MASTER DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of _____, 2026 (the “Effective Date”), by and between KANE CREEK PRESERVATION AND DEVELOPMENT LLC, a Delaware limited liability company (the “Developer”), and the ECHO CANYON PRELIMINARY MUNICIPALITY, a municipality and political subdivision of the State of Utah (the “Municipality”). Municipality and Developer are jointly referred to as the “Parties” and each individually as a “Party.”

RECITALS:

A. Developer owns approximately one hundred forty-four (144) acres of real property located within the boundaries of the Municipality, as more particularly described on **Exhibit A** (the “Property”).

B. Developer intends to develop the Property as a master-planned resort community, including a hotel and related resort amenities, residential units, workforce housing, commercial uses, and supporting infrastructure, in accordance with the land uses and densities generally depicted on **Exhibit B** (as more particularly defined in Section 1.2.2 below, the “Echo Canyon Resort”).

C. On June 24, 2025, the Board of the Preliminary Municipality of Echo Canyon (the “Board”) adopted Ordinance No. 2025-O-05, which adopted the Municipality’s Building Code, Fire Protection Code, Excavation and Grading Code, Subdivision Ordinance, and Land Use Code (collectively, the “Land Use Regulations”). The Property is subject to the Municipality’s Land Use Regulations.

D. The Municipality is authorized to enter into this Agreement pursuant to Utah Code § 10-2a-509(4)(a) and Utah Code § 10-20-101 *et seq.* (formerly codified at § 10-9a-101 *et seq.*), and this Agreement is a “development agreement” as defined in Utah Code § 10-20-102(18).

E. By this Agreement, the Parties intend to set forth the Echo Canyon Resort’s entitlements and vested rights under the Land Use Regulations and Applicable Law (as defined in Section 1.2.1 below), together with any additional terms, approvals, and obligations set forth herein.

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

1. **Recitals; Definitions.**

1.1 **Recitals.** The Recitals set forth above are incorporated herein by this reference.

1.2 **Defined Terms.** Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the exhibits. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Municipality Code.

1.2.1 “Applicable Law” means all laws, ordinances, policies, standards, guidelines, directives, and procedures of the Municipality in effect as of the Effective Date, as modified by this Agreement.

1.2.2 “Echo Canyon Resort” means all of the uses and densities depicted and contemplated on **Exhibit B**, as may be modified, updated or revised by Developer submitting site plans different from those depicted on **Exhibit B**, so long as the total density located within the Echo Canyon Resort does not exceed that which is able to be served by the Kane Springs Improvement District, a Utah political subdivision and body corporate and politic (“**KSID**”).

1.2.3 “Final Plat” means an instrument subdividing property into lots as depicted on a map or other graphic representation of land that a licensed professional land surveyor makes and prepares in accordance with § 10-20-803 or § 57-8-13 of Utah Code.

1.2.4 “Future Law” or “Future Laws” means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of the Municipality which are in effect after the Effective Date and which may or may not be applicable as provided in Section 2.2 below.

1.2.5 “Land Use Application” means an application that is required to subdivide and develop land and/or construct improvements thereon.

1.2.6 “Municipality Code” means the Echo Canyon Preliminary Municipality Land Use Regulations, and such other ordinances and regulations enacted to regulate the Property.

1.2.7 “Term” means a period of time commencing on the Effective Date and continuing for fifty (50) years thereafter, unless otherwise terminated by Developer in an writing executed by Developer and recorded in the public records of Grand County maintained by the County Recorder.

2. **Vested Rights and Legislative Powers.**

2.1 **Vested Rights.** As of the Effective Date, Developer has the vested right to proceed with the development of the Property as the Echo Canyon Resort in accordance with this

Agreement and Applicable Law. Specifically, Developer is vested with the right to: (i) develop and construct all uses and densities depicted on **Exhibit B**, with such rights to accessory uses as allowed under Applicable Law; (ii) connect to existing public roads; (iii) obtain approval of Final Plat(s) for the lots and site plan approvals for development sites necessary to develop the uses and densities depicted on **Exhibit B**; and (iv) connect to existing public infrastructure, upon the payment of generally applicable fees. The Parties specifically intend that this Agreement grants the Property “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code § 10-20-902. To the maximum extent permissible under the laws of Utah and at equity, the Municipality and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Echo Canyon Resort, including the construction of buildings thereon for occupancy or use consistent with this Agreement and Applicable Law. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law, and at equity.

2.2 **Future Laws.** The Municipality’s Future Laws with respect to the Echo Canyon Resort or the Property shall not apply except as follows:

2.2.1 **Developer Agreement.** Future Laws that Developer agrees in writing shall apply to the Property and/or the Echo Canyon Resort;

2.2.2 **Compliance with State and Federal Laws.** Future Laws which are generally applicable to all properties in the Municipality, and which are required to comply with State and Federal laws and regulations affecting the Property and do not effect a taking of the right to develop the uses and the densities described in this Agreement;

2.2.3 **Safety Code Updates.** Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety-related codes, such as the International Building Code or the American Public Works Association Specifications, or that are adopted or required by the state or federal governments, and that are necessary to meet legitimate concerns related to public health, safety or welfare;

2.2.4 **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Municipality to all properties, applications, persons and entities similarly situated;

2.2.5 **Fees.** Changes to the amounts of fees, except for impact fees (which shall not apply to the Property), for the processing of Land Use Applications that are generally applicable to all development within the Municipality and which are adopted pursuant to state law; and

2.2.6 **Municipality Code Updates and Other Provisions.** Those updates to the Municipality Code and other provisions of Municipality guidelines and standards that do not prohibit, impair or impede the development and/or use of the Echo Canyon Resort.

2.3 **Change in Law/Non-Conforming Uses.** For the Term and any extensions under Section 9.1 below, the Municipality agrees that no Future Law shall apply to the Property or the Echo Canyon Resort where the application would prohibit, impair or impede the development or use of the Echo Canyon Resort, or eliminate, reclassify or reduce a use or density allowed under the Applicable Law. To the extent any change in law or Future Law causes a use, structure or lot to become non-conforming, such non-conforming status shall not impair, impede or prohibit the development of previously approved uses, the reconstruction or restoration of developed uses, or the extension of such uses on lots within the Property. If a Future Law applies to any portion of the Property under Section 2.2, it shall only apply as may be necessary to meet a legitimate governmental interest and then only to the minimum extent needed to meet such interest.

2.4 **Municipality Approval.** The Municipality enters into this Agreement after taking all necessary actions to enter into the agreements and understandings set forth herein. The Municipality's enactment of the ordinance approving this Agreement, and entering into this Agreement, are legislative acts allowed and authorized by Utah Code § 10-2a-509(4)(a) and Utah Code § 10-20-101 *et seq.* (formerly codified at § 10-9a-101 *et seq.*). The Parties acknowledge and agree that the development requirements under this Agreement consist of land use regulations for the development of the Property and the Echo Canyon Resort.

3. **Obligations.**

3.1 **Access.** Access to the Property shall be obtained and maintained in perpetuity through a public road through private and public land, with the Municipality obtaining and maintaining all necessary permits and permissions from other land owners and all applicable governments for the connection of the Echo Canyon Resort and the Property to Kane Creek Boulevard (as depicted on **Exhibit B**). The Municipality and Developer may coordinate the location of gate(s) as may be efficient and needed for access to the Property. The Municipality shall maintain at all times any licenses or approvals needed to maintain the Property as required by any governmental entity.

3.2 **Utilities.** The Municipality will cause to be created certain public utility easement areas in such locations as to facilitate access to the Echo Canyon Resort and to avoid or minimize above-ground improvements, utility or service boxes which would otherwise interfere with the views or use of the lots planned to be built and maintained within the Echo Canyon Resort.

3.3 **Developer Consent.** In advance of the Municipality approving any utility or service easement, including any permission or right for the KSID that would affect or be visible from the Echo Canyon Resort, the Municipality shall first obtain the prior written consent of Developer.

3.4 **Municipality Cooperation.** The Municipality agrees to cooperate in making available public rights of way and easements for use by utility and service providers to development within the Property. The Municipality further agrees to cooperate with

Developer in efforts to relocate, reconfigure or upgrade existing facilities which cross onto any portion of the Property.

3.5 **Development Review Process.** The development shall adhere to the procedures and requirements set forth in the Municipality Code. The Municipality shall (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with any Land Use Application, or other required governmental approvals; and (b) promptly meet and consider such actions as required by the Utah Code and applicable Municipality ordinances to provide all appropriate consents, approvals and opinions as requested by Developer from time to time.

4. **Protected Uses.** The Parties agree that the Municipality currently does not have any regulation or law that restricts the use of any portion of the Property for accessory dwelling units, short-term rentals, long-term rentals, access gates at the Echo Canyon Resort or within the Echo Canyon Resort, or accessory buildings in support of primary uses intended for the Echo Canyon Resort. Subject to Section 2.2 above, any Future Law restricting or prohibiting any of the foregoing uses, or any of the uses depicted on **Exhibit B**, shall not apply to the Property without the prior written consent of Developer, which may be withheld or granted in Developer's sole discretion.

5. **Integration.** This Agreement contains the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature between the Parties as to the entitlements of the Echo Canyon Resort and may only be modified by a subsequent writing duly executed by the Parties hereto.

6. **Severability/Invalidity.** If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. In the event of an unenforceability or invalidity determination, Developer and the Municipality shall each cooperate with the other to have the Municipality, or any successor land use authority or regulator, adopt a new enactment which is materially similar to any such stricken provisions and which implements the intent of the Parties under this Agreement.

7. **Notices.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be (a) served personally upon the Party for whom intended, (b) sent by nationally recognized express delivery service, or (c) mailed by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below. Additionally, any such notices, requests and demands may be sent by electronic mail, so long as such notice is also delivered by one of the methods described above.

To Developer:

Kane Creek Preservation and Development LLC
PO Box
Lehi, UT
Attn:
Email:

To the Municipality:

Echo Canyon Preliminary Municipality
c/o Jay L. Springer, Esq.
Meridian Land Counsel, PLLC
50 West Broadway, Ste. 300
Salt Lake City, UT 84101
jay@meridianland.law

Any Party may change its notice address by giving written notice to the other Party in accordance with the provisions of this Section 7.

8. **Amendment.**

The Municipality, or its successor governmental authority, and Developer, or the assignee of Developer as evidenced by a written assignment, by written agreement constituting an amendment, may choose to amend this Agreement at any time. An amendment to this Agreement need only be executed by Developer and the Municipality to be effective, and no amendment will require the consent or countersignature of a successor-in-title to the Property absent an assignment of rights reflected in a written assignment executed by Developer.

9. **General Terms and Conditions.**

9.1 **Termination of Agreement.** This Agreement will continue throughout the Term, provided, however, that if Developer is not in breach of any material provisions of this Agreement when the Term expires, and any portions of the Echo Canyon Resort have not been completely built-out, then this Agreement shall automatically be extended for additional five (5)-year periods until all development contemplated for the Echo Canyon Resort is complete and Developer has provided a notice of build-out in writing to the Municipality. Developer may terminate this Agreement at any time by delivering a notice of build-out, provided however that such notice shall not effect a termination of any rights obtained, used or maintained by the successor owners of any portion of the Property. For purposes of this Section 9, “built-out” and “build-out” mean the completion of all development in the Property.

9.2 **Run with the Land.** This Agreement shall be recorded against the Property. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of the Parties and

their respective successors-in-title, and other successors, subject to the limitations on amendment as set forth in Section 8 above.

9.3 **Assignment.** May be assigned, in whole or in part, in a writing executed by Developer. Each assignment or partial assignment shall be provided to the Municipality within five (5) days of execution. The Municipality may not assign this Agreement, provided, however, that this Agreement runs with the land and shall apply to the parties hereto, including successors, in accordance with Section 9.2.

9.4 **Default and Remedies.** If either the Developer or the Municipality fails to perform its respective obligations under the terms of this Agreement (as applicable, the “Defaulting Party”), the non-defaulting Party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The Parties shall meet and confer in an attempt to resolve the default, but if they are not able to do so the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section 9.4 shall not operate as a waiver of such rights. If the Municipality elects to consider terminating this Agreement due to an uncured default by Developer, then the Municipality shall give to Developer written notice of the Municipality’s intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the Board at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the Board determines that a material uncured default has occurred and is continuing, the Municipality may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

9.5 **Non-liability of Municipality Officials or Employees.** No officer, representative, agent, or employee of the Municipality shall be personally liable to the Developer or any successor-in-interest or assignee of the Developer, in the event of any default or breach by the Municipality or for any amount that may become due to the Developer or its successors or assigns under this Agreement.

9.6 **Governing Law and Venue.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall be brought in the state or federal courts of Utah.

9.7 **Third-Party Rights.** The Parties to this Agreement are the Developer and the Municipality. There are no intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the Municipality has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property.

9.8 **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain

labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; pandemics; 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.

9.9 **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the Municipality and the Developer.

9.10 **Counterparts.** This Agreement may be executed in counterparts that may be exchanged by traditional or electronic means and all of which, when taken together, shall constitute one and the same original instrument.

9.11 **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

[Remainder of Page Intentionally Blank; Signatures Follow]

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

**KANE CREEK PRESERVATION AND
DEVELOPMENT LLC,**
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 2026, personally appeared before me _____, the _____ of Kane Creek Preservation and Development LLC, a Delaware limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

[Signatures continue on next page]

MUNICIPALITY, a municipality and political subdivision of the State of Utah

Name: _____

Its: _____

Recorder

STATE OF UTAH)
 : SS.
COUNTY OF _____)

On this _____ day of _____, 2026, personally appeared before me _____, the authorized signer of the Echo Canyon Preliminary Municipality, whose identity is personally known to me, to be the person who executed the Agreement on behalf of the Echo Canyon Preliminary Municipality, and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

Approved as to Form:

Municipality Attorney

EXHIBIT A

Legal Description of the Property

2026-10-20 Planning Commission
Public Meeting/Hearing Packet

EXHIBIT B

Depiction of the Echo Canyon Resort

2026-10-20 Planning Commission
Public Meeting/Hearing Packet