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

DOC # 20220053339

Agreement Page 1 of 5
Gary Christensen Washington County Recorder
12/16/2022 11:19:45 AM Fee \$ 0.00
By APPLE VALLEY TOWN



Amendment to the Developer Agreement Dated October 26, 2021

PROJECT: RV Park
ADDRESS: 1350 N. State Street Apple Valley, UT 84737
PARCEL: AV-1334-W
LEGAL DESCRIPTION: Exhibit B

This agreement is between the Town of Apple Valley, 1777 North Meadowlark Drive Apple Valley, Utah 84737 AND Knollwood85, LLC, 1163 N. Main St. Hurricane, Utah 84737.

1. Knollwood85, LLC agrees to pay the remaining balance of impact fees of \$161,583.00 which were reassessed by Nothern Engineering on August 10, 2022 and accepted by the Town of Apple Valley's town council at the Town of Apple Valley's town council meeting on August 24, 2022.
2. Knollwood85, LLC agrees to pay off the remaining balance of impact fees in 2.5 years from the date of receiving their certificate of occupancy for the RV Park. Knollwood85, LLC will make monthly payments of \$6,000.00. Payments will be made to the Town of Apple Valley.
3. If Knollwood85, LLC defaults on their payments of the remaining balance of impact fees it shall bear interest at 8%, otherwise no interest shall be charged.
4. Late Payment/Prepayment. Any payment not made within 15 days after it is due is subject to a late charge of \$100 or 5% of the installment due, whichever is greater. Amounts in default shall bear interest at a rate of 8% per annum. All or part of the principal balance on the note may be paid prior to maturity without penalty.
5. Attorney Fees and Costs/Govering Law. In the event of litigation or binding arbitration to enforce this contract, the prevailing party shall be entitled to costs and reasonable attorney fees incurred in the litigation and/or arbitration. However, attorney fees shall not be awarded for participation in mediation. The contract shall be governed by and construed in accordance with the laws of the State of Utah.
6. The Town of Apple Valley will allow Knollwood85, LLC to have 15 long term rental sites as part of their total 88 site campground as a means to help pay off the remaining balance of impact fees.
7. Knollwood85, LLC agrees to follow the Long-Term Rental Agreement, for the 15 long-term rental sites, that were reviewed by the Town of Apple Valley's town council on August 24, 2022 at the Town of Apple Valley's town council meeting. See attached exhibit A.
8. Knollwood85, LLC will be allowed to keep the 15 long-term rental sites on the condition that it's following the Long-Term Rental Agreement for up to 2.5 years from the date that Knollwood85, LLC receives its certificate of occupancy at which point Knollwood85, LLC can apply with the Town of Apple Valley to extend the allowance of the 15 long-term rental sites as part of the RV Park. Town reserves the right to withdraw this section based on calls related to disturbances of the peace from the neighborhood related to the long-term lots.
9. The Town of Apple Valley agrees to try and collect half of the cost of the \$240,000 right-hand acceleration lane, at the intersection of Apple Valley Way and SR59 for

Knollwood85, LLC if the West Temple Subdivision moves forward with their plans for development.

We hereby agree to the following terms and conditions as set forth in this Amendment to the Developer Agreement.

Town of Apple Valley

Mayor:

Date:

12/01/22

Knollwood85, LLC

Representative:

Date:

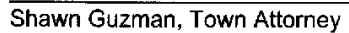
11/30/2022

Attest:



Jenna Vizcardo, Town Recorder

Approved as to Form:

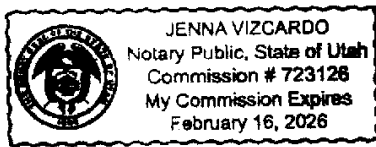

Shawn Guzman, Town Attorney

Acknowledgment

STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

On this 30 day of November, in the year 2022, before me, Jenna Vizcardo a notary public, personally appeared Daniel Tygard, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.



(SEAL)

Jw.

Notary Public

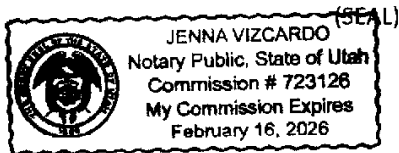
Residing in: County of Washington
My Commission Expires: February 16, 2026.

Acknowledgment

STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

On this 1 day of December, in the year 2022, before me, Jenna Vizcardo a notary public, personally appeared Frank G. Lindhardt, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.



(SEAL)

Jw.

Notary Public

Residing in: County of Washington
My Commission Expires: February 16, 2026

Exhibit A

LONG-TERM RENTAL AGREEMENT

Number of Tenants: Each site is allowed to have up to 4 people.

Parking and Vehicles: Each site is allowed to have up to two vehicles. Vehicles must be able to fit inside the designated site. Vehicles must be in working and driving condition. Broken down vehicles are not allowed to be parked in site. Oil changes and changing of vehicle fluids is not permitted in site.

Pets: Each site is allowed to have up to two pets. All pets must remain on leash and must stay in the RV each night. Pets are not allowed to be chained up to any tree within the site or the campground. Pets must be well behaved and are the responsibility of the owners to keep them under control at all times. All guests are responsible for cleaning up immediately after their pets. Pets are not allowed in the pool area, bathrooms, and laundry facility.

Guests: All guests visiting a long-term rental site must be able to park in the tenant's site. If additional parking is needed there are 6 parking sites available in front of the office. Any long-term tenants who have more than 5 guests visiting must get approval from management.

Garbage: Three trash enclosures are available within the campground for tenant's use. Large items i.e. appliances, electronics, furniture, mattresses, automotive parts and the like are not allowed to be disposed of in the trash enclosures. Personal trash or garbage cans are not allowed in the site.

BBQ Grills: BBQ grills are allowed in the site, but must be properly stored near the RV when not in use.

Site Cleanliness: Site must remain clean and accessible for routine staff maintenance. Outdoor chairs are allowed. Furniture, i.e. couches, sofas, chairs, are not allowed to be stored in the site. Outdoor storage containers i.e. sheds, tool boxes, and the like are not allowed. Appliances, electronics, are not allowed to be stored in the site. Potted plants and personal landscaping are not allowed. Site must remain uniform and consistent with short-term rental sites.

RV Types: RVs older than 10 years of the current year must get management approval.

Quiet Hours: 10pm to 8am

EXHIBIT B

Legal Description

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

Access Easement #1 to State Route U-59

TOGETHER WITH A 30.00 FOOT WIDE EASEMENT FOR INGRESS/EGRESS AND UTILITIES DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SITUATED N. 0°04'57" W ALONG THE SECTION LINE 765.81 FEET AND N. 90°00'00" W. 751.48 FEET FROM THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SLB&M, THENCE N. 54°09'33" W. 120.31 FEET, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET A DISTANCE OF 62.83 FEET (THE CHORD OF SAID CURVE BEARS S. 80°50'27" W. 56.57 FEET), THENCE S. 35°50'27" W. 23.94 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE NO. U-59, THENCE N. 54°09'33" W. ALONG SAID RIGHT-OF-WAY LINE 30.00 FEET, THENCE N. 35°50'27" E. 23.94 FEET, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 70.00 FEET A DISTANCE OF 109.96 FEET (THE CHORD OF SAID CURVE BEARS N. 80°50'27" E. 98.99 FEET), THENCE S. 54°09'33" E. 120.03 FEET, THENCE S. 35°18'34" W. 30.00 FEET TO THE POINT OF BEGINNING.

Access Easement #2 to Apple Valley Way

TOGETHER WITH A 30.00 FOOT WIDE EASEMENT FOR INGRESS/EGRESS AND UTILITIES DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SITUATED N. 0°04'57" W ALONG THE SECTION LINE 1169.08 FEET AND N. 90°00'00" W. 777.60 FEET FROM THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SLB&M, THENCE N. 74°26'53" W. 250.16 FEET, THENCE N. 27°50'31" E. 30.70 FEET, THENCE S. 74°26'53" E. 235.46 FEET, THENCE S. 0°20'08" W. 31.09 FEET TO THE POINT OF BEGINNING.

Tax Parcel No.: AV-1334-J