



PLANNING COMMISSION MEETING AND HEARING

1777 N Meadowlark Dr, Apple Valley
Wednesday, September 04, 2024 at 6:00 PM

AGENDA

Notice is given that a meeting of the Planning Commission of the Town of Apple Valley will be held on **Wednesday, September 04, 2024**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Chairman | Bradley Farrar

Commissioners | Lee Fralish | Richard Palmer | Garth Hood | Becky Wood

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

<https://us02web.zoom.us/j/82661513795>

if the meeting requests a password use 1234

To call into meeting, dial (253) 215 8782 and use Meeting ID 8266151 3795

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONFLICT OF INTEREST DISCLOSURES

HEARING ON THE FOLLOWING

1. Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1354-NP-5-A. Applicant: Vance and Connie Covington TRS.
2. Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1355-A. Applicant: Heber Allred.
3. Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1376-A-1. Applicant: Charles R and Cheryl S Reeve TRS.
4. Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1328-A. Applicant: Ciel Holdings and Plumb Land Investment LLC.
5. Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1378-E, AV-1378-L. Applicant: Michael Barrett.
6. Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1378-F, AV-1378-J, AV-1378-K. Applicant: Michael James and Jennifer Kay Gross.
7. Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1351-E. Applicant: Matthew and Tiffannie Bullington.
8. Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1378-B, AV-1378-C, AV-1378-D. Applicant: Land Development Solutions LLC.
9. Repeal Title 10.10.040 I Industrial Zone, Ordinance-O-2024-69.
10. Amend Title 10.10.050 RE Rural Estates Zone, Ordinance-O-2024-70.

DISCUSSION AND POSSIBLE ACTION ITEMS

11. Preliminary Plat Extension Request - Crimson Peaks subdivision.

- [12.](#) Preliminary Plat Extension Request - West Temple subdivision.
- [13.](#) Conditional Use Permit Application, 1064 E Manzanita Dr.
- [14.](#) Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1354-NP-5-A. Applicant: Vance and Connie Covington TRS.
- [15.](#) Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1355-A. Applicant: Heber Allred.
- [16.](#) Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1376-A-1. Applicant: Charles R and Cheryl S Reeve TRS.
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- [18.](#) Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1378-E, AV-1378-L. Applicant: Michael Barrett.
- [19.](#) Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1378-F, AV-1378-J, AV-1378-K. Applicant: Michael James and Jennifer Kay Gross.
- [20.](#) Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1351-E. Applicant: Matthew and Tiffannie Bullington.
- [21.](#) Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1378-B, AV-1378-C, AV-1378-D. Applicant: Land Development Solutions LLC.
- [22.](#) Repeal Title 10.10.040 I Industrial Zone, Ordinance-O-2024-69.
- [23.](#) Amend Title 10.10.050 RE Rural Estates Zone, Ordinance-O-2024-70.

APPROVAL OF MINUTES

- [24.](#) Minutes: August 7, 2024.

ADJOURNMENT

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

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

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



(Jenna) Town Clerk <clerk@applevalleyut.gov>

Preliminary Plat Extension Request

scout holm <scoutholm7@gmail.com>

Mon, Jul 29, 2024 at 11:11 AM

To: Travis Holm <holmbrand@gmail.com>, bfarrar@applevalleyut.gov, clerk@applevalleyut.gov, mayor@applevalleyut.gov

Mayor Farrar, Chairman Bradley Farrar, and Jenna Town Clerk,

I hope you are doing well,

On behalf of Crimson Peaks and West Temple subdivisions. This is a Written request for a preliminary plat extension as referenced in the Apple Valley municipal code.

Please give me direction on how to proceed with this request.

Thank you very much,

O-2022-27 "11.02.060 Preliminary Plat Process" AMENDMENT

11.02.060 Preliminary Plat Process

12. After preliminary plat approval from the Town Council, a complete application for final plat approval must be submitted within one year of the preliminary plat approval date. The Planning Commission may authorize a one-time extension not to exceed one year, provided that a written request for extension is received by the Town before the one year time period has expired. Any such extensions shall be subject to all requirements for improvements as found in this title at the time construction actually takes place. Any final plat approved by Town Council shall be considered to be void if not recorded within one year after receiving final approval, unless a one-year extension has been granted. All plats not otherwise extended shall be resubmitted as a preliminary plat to the Planning Commission and a new filing fee shall be paid.

11.02.060 Preliminary Plat Process

All applications for preliminary plat approval shall be subject to the following:

1. Town and/or applicant shall determine whether proposed subdivision is consistent with current zoning of the property.
2. If proposed subdivision is consistent with zoning designation, the applicant shall meet with planning staff to discuss the proposed project.
3. Applicant shall obtain a preliminary plat application form and complete the application and have a plat prepared by a licensed engineer or surveyor meeting all the requirements for a preliminary plat.
4. Applicant shall submit completed application, preliminary plat, subdivider's agreement pursuant to AVS 11.02.120, and required fee to planning department on or before deadline for submissions established by the Town.
5. Staff shall review application and plat for completeness and obtain comments from joint utility committee.
6. Zoning administrator shall place the item on an agenda for consideration at a public meeting before the planning commission.
7. Applicant or applicant's authorized representative shall appear at the scheduled meeting before the planning commission to discuss the preliminary plat, answer questions, and receive recommendation from planning commission.
8. Planning commission may recommend to the Town council approval, disapproval, or approval with conditions.
9. Upon receiving a recommendation from the planning commission, the preliminary plat application will be placed on a Town council agenda. Applicant or applicant's authorized representative must appear at the Town council meeting when application is on the agenda. In the event the applicant fails to appear at the Town council meeting, or if applicant fails to obtain approval from the Town council within six (6) months said preliminary plat shall be considered void.
10. Town Council may approve the plat, approve with conditions, recommend changes, send back to the Planning Commission, or deny the plat, subject to the following:
 - a. The Town Council shall withhold approval of a preliminary or final plat if the plat contains a communications easement that may have the effect of prohibiting the ability of any person to provide multichannel video programming services, cable services, information services, telecommunications or telecommunications services within the subdivision. An easement including a communications easement that limits the ability of any landowner to access a local utility or franchised cable or telecommunications service provider without payment of a fee to cross the easement violates this section.
 - b. The Town Council shall withhold approval of a preliminary or final plat if the property to be dedicated for streets, roads, rights of way or other parcels intended for the use and benefit of the general public is not provided free and clear of any easements, unless the Town Council finds that:
 - (1) The subdivider did not create the easement, and could not reasonably be expected to obtain a release of the easement; and
 - (2) Acceptance of the easement will not adversely affect the public.

11. Approval of the preliminary plat by the Town Council shall authorize the subdivider to p Item 11.
with the preparation and review of construction drawings and the final plat.
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HISTORY

Adopted by Ord. [2005-11-O](#) on 10/1/2005

Amended by Ord. [2007-02-O](#) on 3/15/2007

Repealed & Reenacted by Ord. [2018-14](#) on 10/17/2018

Adopted by Ord. [2019-09](#) on 6/12/2019

Amended by Ord. [O-2022-27](#) on 7/20/2022



(Jenna) Town Clerk <clerk@applevalleyut.gov>

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Town of Apple Valley
1777 N Meadowlark Dr
Apple Valley UT 84737
T: 435.877.1190 | F: 435.877.1192
www.applevalleyut.gov

Date Received: 8/26 Item 13.
Fee: \$800.00
Payment Method: check
Receipt Number: 51999

CONDITIONAL USE PERMIT

Applicant Information

Name: Aaron Barlow Telephone: 801-381-5165
Address (City, State, Zip): 1227 W. Home Front Cir Bluffdale Ut. 84065
Agent (If applicable): _____ Agent Phone: _____
Address of Subject Property: 1064 E Manzanita Dr. Apple Valley Ut 84137
Tax ID of Subject Property: AV-CDPT-4-12
Proposed Conditional Use: Short Term Rental

Aaron Barlow

Applicant Signature

8/14/24

Date

This application shall be accompanied by the following:

- ☒ A vicinity map showing the general location of the application
- ☒ Three (3) copies of a plot plan showing the following:
 - ☒ Property boundaries, dimensions and existing streets
 - ☒ Location of existing and proposed buildings, parking, landscaping and utilities
 - ☒ Adjoining property lines and uses within one hundred feet of subject property
- NA ☐ A reduced copy of all plans (8.5x11 if readable, or 11x17) if original plans are larger
- NA ☐ Building elevations for new construction, noting proposed materials and colors
- NA ☐ Traffic impact analysis, if required by the Town Engineer or the Planning Commission
- ☒ Applicant's responses to the Conditional Use Permit standards for review (attached)
- UNK ☐ A statement indicating whether the applicant will require a variance in connection with the proposed conditional use permit. Not aware of any.
- ☒ Warranty deed, preliminary title report, or other document (see Affidavit of Property owner attached) showing evidence that the applicant has control of the property.

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Contact the Planning Department for the deadline date of submissions. Once your application is deemed complete, it will be put on the agenda for the next planning Commission meeting. A deadline missed due to an incomplete application could result in a month's delay.

Item 13.

Conditional Use Permit Overview

PURPOSE

It is the purpose of a conditional use permit to allow flexibility in zoning, by permitting a discretionary review of a project or use that by its character may not be compatible with uses which are permitted in the zone, and allowing such use when it can be found to be compatible with the neighborhood in which it is located.

WHEN REQUIRED

The conditional use permit is primarily required whenever the Land Use Ordinance specifies the use as a conditional use. It is also used for other specified situations such as allowing building heights that exceed the maximum allowed within the zone.

APPROVAL STANDARDS (from section 10:20 of Land Use Code)

To authorize a conditional use permit the Planning Commission at a public meeting must find that the evidence presented establishes:

- a) The proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity
- b) The proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well-being of the neighborhood and the community; and
- c) The proposed use will comply with regulations and conditions specified in Land Use Ordinance for such use.

The Planning Commission may request additional information as may be reasonably needed to determine whether the requirements of this subsection can be met.

APPEALS

Any person adversely affected by a decision of the Planning Commission regarding the transfer, issuance or denial of a conditional use permit, may appeal such decision to the Board of Adjustment by filing written notice of appeal, stating the grounds therefore within fourteen (14) days from the date of the Planning Commission decision. The appeal is filed with the Clerk

for the Board of Adjustment located in the Planning Department. The decision of the Board of Adjustment is final unless appealed to a court of competent jurisdiction within thirty (30) days from the date of decision of the Board of Adjustment.

Item 13.

Conditional Use Permit Standards for Review

Please provide response to the following for the Commissions review:

- a. The harmony and compliance of the proposed use with the objectives and requirements of the Town's General Plan and the Land Use Code; *Yes, with the granting of this conditional use permit we will be in compliance*
- b. The suitability of the specific property for the proposed use; *Yes, it is very suitable the use of the property without any modifications*
- c. The development or lack of development adjacent to the proposed site and the harmony of the proposed use with existing uses in the vicinity; *Yes, the property surrounding is developed, as far as we know adheres to city master plan*
- d. Whether or not the proposed use or facility may be injurious to potential or existing development in the vicinity. *There shouldn't be anything unusual to cause injury to development.*
- e. The economic impact of the proposed facility or use on the surrounding area; *no anticipated major economic impact for residential use, only local shopping etc*
- f. The aesthetic impact of the proposed facility or use on the surrounding area; *no additional aesthetic impact*
- g. The number of other similar conditional uses in the area and the public need for the proposed conditional use; *Not known, information of this not known*
- h. The present and future requirements for transportation, traffic, water, sewer, and other utilities, for the proposed site and surrounding area; *None needed on anticipated as a short term rental.*
- i. The safeguards proposed or provided to ensure adequate utilities, transportation access, drainage, parking, loading space, lighting, screening, landscaping, open space, fire protection, and pedestrian and vehicular circulation *None needed or anticipated, guests using property required to comply to local rules + regulations*
- j. The safeguards provided or proposed to prevent noxious or offensive emissions such as noise, glare, dust, pollutants and odor from the proposed facility or use. *Advises guests to respect neighbors in the manual and must adhere.*
- k. The safeguards provided or proposed to minimize other adverse effects from the proposed facility or use on persons or property in the area; and *None needed or anticipated*
- l. The impact of the proposed facility or use on the health, safety, and welfare of the Town, the area, and persons owning or leasing property in the area. *None anticipated*

Affidavit

Property Owner

State of Utah)

§

County of Salt Lake

I (we) Aaron Barlow, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my knowledge. I (we) also acknowledge that I have received written instructions regarding the process for which I am applying and the Apple valley Town planning staff have indicated they are available to assist me in making this application.

Aaron Barlow
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 14th day of August 2024.

Witness my hand and official seal.

Karina Ranstadler
(Notary Signature)



(seal)

Agent Authorization

I (we), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative body in the Town of Apple Valley considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Subscribed and sworn to me this _____ day of _____ 20____.

Witness my hand and official seal.

(Notary Signature)

(seal)

1

Work on behalf of ...

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Report Violation

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Draft last saved: 8/9/2024, 2:56:37 PM

Edit Search

List

Detail

Photos

Map

Stats



PLANNING AND ZONING DEPARTMENT

PROJECT: [Handwritten: Cedar Point Subdivision]

APPROVALS:

- APPROVAL OF THE PLANNING DEPARTMENT: [Signature]
- APPROVAL OF THE ZONING COMMISSION: [Signature]
- APPROVAL OF THE TOWN OF WASH VALLEY, UTAH: [Signature]
- RECORDS NUMBER: [Handwritten: 201700757]

PROJECT DESCRIPTION: [Handwritten: Cedar Point Subdivision]

LOCATION: [Handwritten: Section 14, Township 36N, Range 11E, Salt Lake County, Utah]

DATE: [Handwritten: 10/1/17]

1 OF 3



1 'Work on behalf of ... Share Email Save Print CMA Report Violation

[Change Search Template](#) ▾

Draft last saved: 8/9/2024, 2:56:37 PM

Edit Search

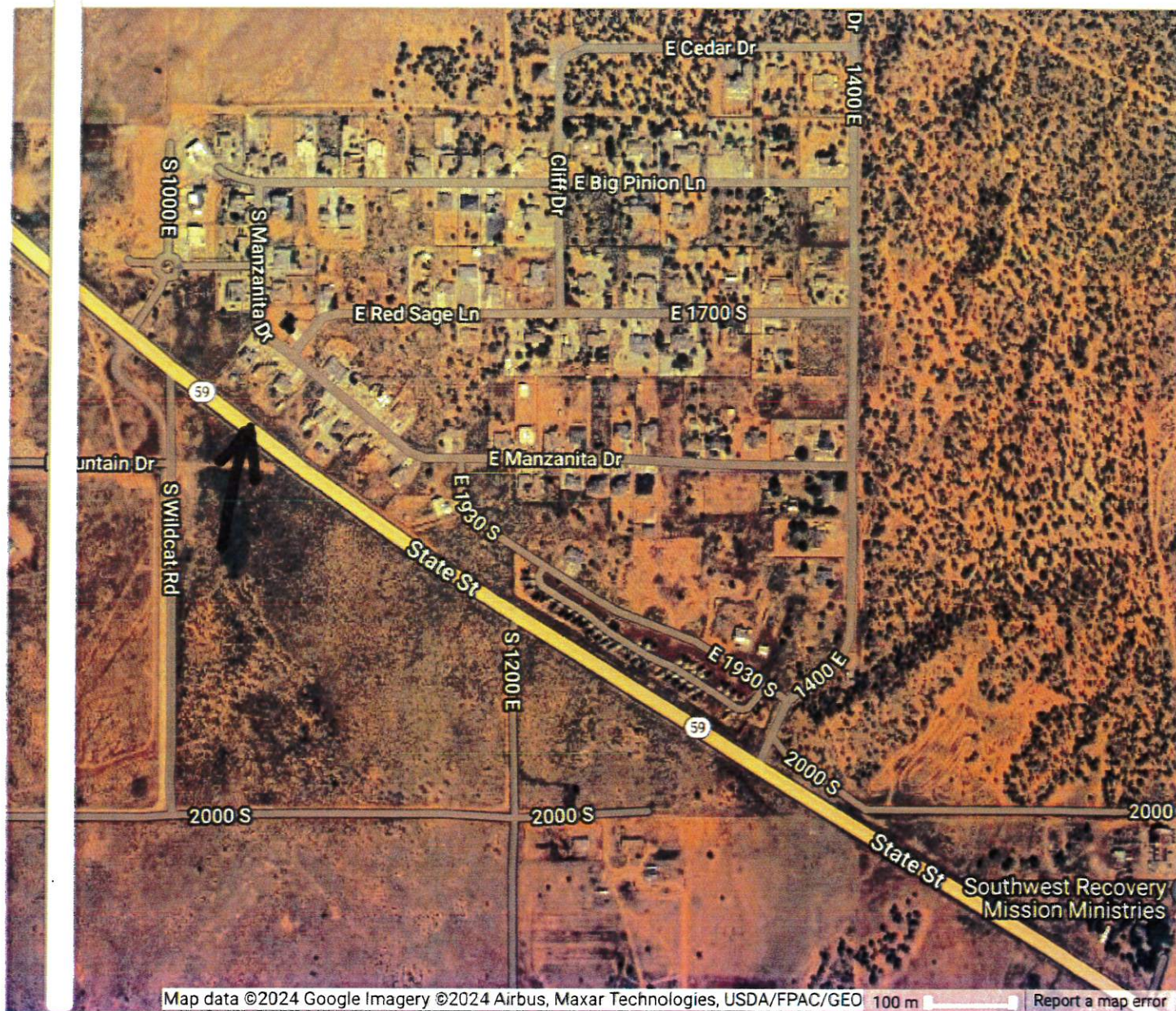
List

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Map

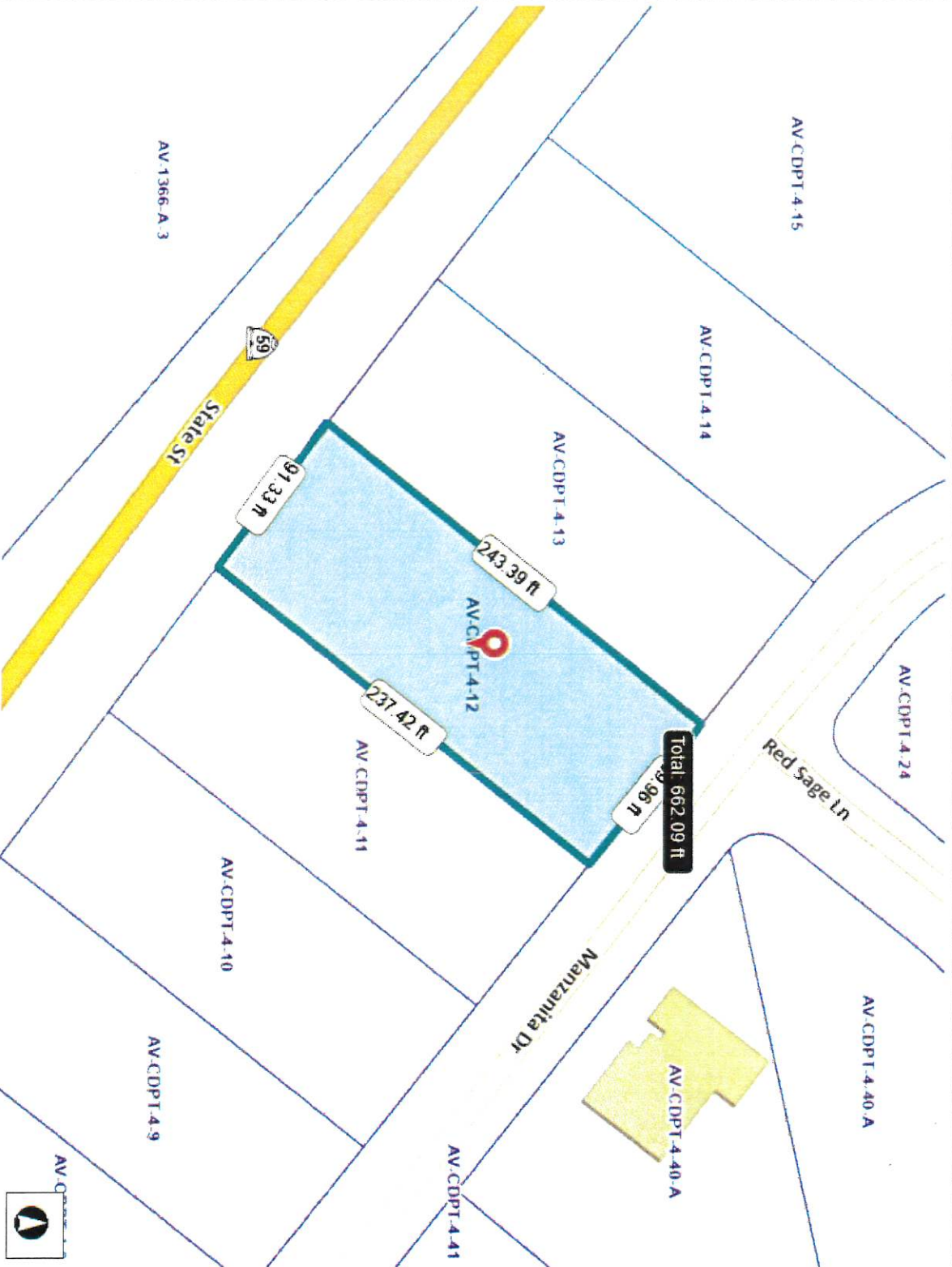
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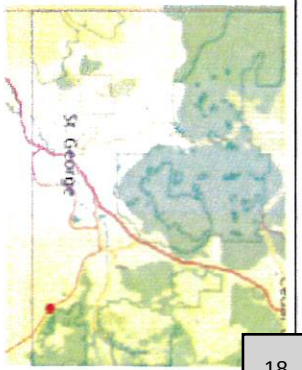


AV-CDPT-4-12



WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

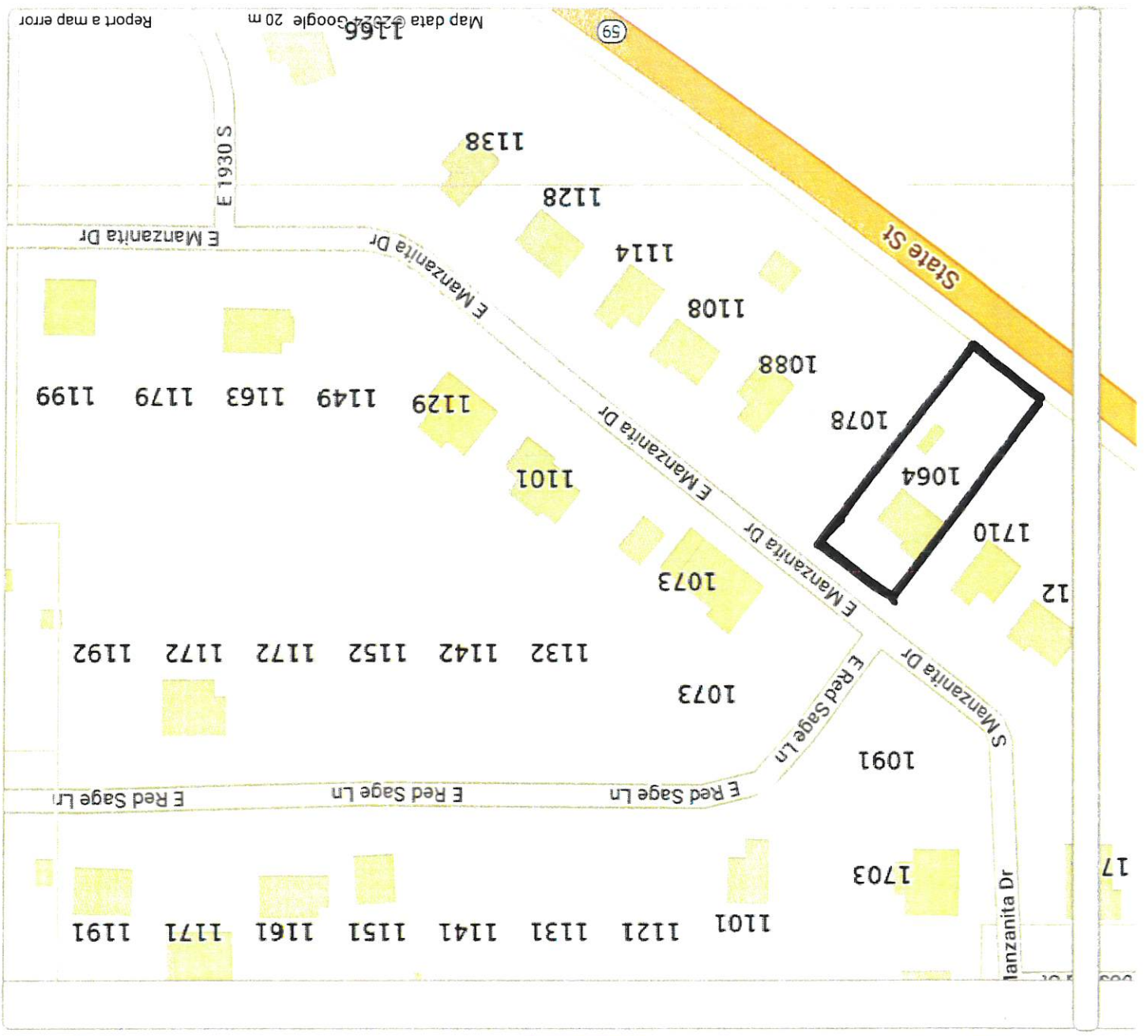


Legend

- Parcels
- Ownership
 - U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - Bureau of Land Management Wide
 - National Park Service
 - Shiwiits Reservation
 - Utah Division of Wildlife Resources
 - Utah Division of Transportation
 - State Park
 - State of Utah
 - Washington County
 - Municipally Owned
 - School District
 - Privately Owned
 - Water
 - Water Conservancy District
 - State Assessed Oil and Gas
 - Mining Claim

Notes

This is provided as a courtesy. GT Title Services, Inc. does not guarantee the validity of the provided measurements. A survey would be required for exact measurements.



Warranty Deed Page 1 of 2

Gary Christensen Washington County Recorder
03/04/2022 10:17:39 AM Fee \$40.00 By GT TITLE
SERVICES

MAIL TAX NOTICES TO GRANTEE(S) AT
1227 HOME FRONT CIRCLE
BLUFFDALE, UT 84065

GTITLE
File No. W48020GB

Property Reference Information:

Tax Parcel No(s): **AV-CDPT-4-12**

Property Address(es) (if any):

1064 E MANZANITA DR., APPLE VALLEY, UT 84737

WARRANTY DEED

George V. Dupuy and Judith N. Dupuy as Trustees of The G & J Dupuy Trust U/A/D October 20, 2015 ("Grantors"),

in exchange for good and valuable consideration, hereby convey and warrant to

AARON BARLOW AND SUSANNAH BARLOW, HUSBAND AND WIFE AS JOINT TENANTS
("Grantee(s)")

in fee simple the following described real property located in **WASHINGTON** County, Utah, together with all the appurtenances, rights, and privileges belonging thereto, to wit (the "Property"):

**LOT 12, CEDAR POINT PHASE 4, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS
RECORDED IN THE OFFICE OF THE COUNTY RECORDER, WASHINGTON COUNTY,
STATE OF UTAH.**

With all the covenants and warranties of title from Grantors in favor of Grantee(s) as are generally included with a conveyance of real property by warranty deed under Utah law, except for, however, the Property is subject to: (a) leases, rights of way, easements, reservations, plat maps, covenants, conditions, and restrictions appearing of record and enforceable in law; (b) zoning and other regulatory laws and ordinances affecting the Property; and (c) real property taxes and assessments for the year 2022 and thereafter.

[Remainder of page intentionally left blank. Signatures appear on the following page.]

Information for reference purposes:

GT Title File No.: **W48020GB**

Tax Parcel No(s): **AV-CDPT-4-12**

Property Address(es) (if any):

1064 E MANZANITA DR., APPLE VALLEY, UT 84737

-Signature Page to Warranty Deed-

EACH OF THE UNDERSIGNED PERSONS WHO SIGN THIS DEED HEREBY CERTIFY THAT HE/SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS INSTRUMENT AND CONVEY TITLE TO THE PROPERTY DESCRIBED HEREIN PURSUANT TO THE TERMS OF THE AFOREMENTIONED TRUST AND THAT HE/SHE HAS EXECUTED THIS DEED IN HIS/HER AUTHORIZED CAPACITY.

Witness the hand of Grantors this 22 day of **FEBRUARY, 2022**.

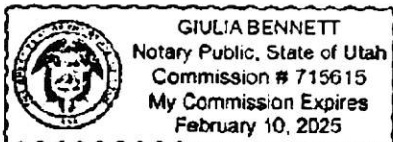

George V. Dupuy, Trustee
The G & J Dupuy Trust
U/A/D October 20, 2015


Judith N. Dupuy, Trustee
The G & J Dupuy Trust
U/A/D October 20, 2015

STATE OF UTAH)
COUNTY OF Washington) ss.

On this 22 day of February, 2022, personally appeared before me **George V. Dupuy** and **Judith N. Dupuy**, the named signers of the within instrument, proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and they duly acknowledged that they are the Trustees of **The G & J Dupuy Trust U/A/D October 20, 2015** and that they executed this instrument in behalf of said Trust as Trustees by authority of the terms thereof. Witness my hand and official seal.


NOTARY PUBLIC



ISSUING AGENT:



Escrow / Closing Inquiries should be directed to:
Giulia Bennett, Escrow Officer
Phone: 435-656-1000
Email: Giulia@GTTtitle.net

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issuing Agent:

GRIFFITHS & TURNER / GT TITLE SERVICES INC.

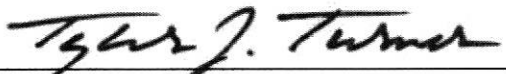
a Utah Licensed Title Insurance Agency
 1224 South River Road, Building B, Suite 107
 Saint George, UT 84790
 P: 435-656-1000 | F: | www.GTTtitle.com

Issued By:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
 400 Second Avenue South
 Minneapolis, Minnesota 55401
 (612) 371-1111

By:


 Tyler J. Turner, President

By



President

Attest



Secretary

Transaction Identification Data for reference only:

Commitment Number: **W48020GB**
 Tax Parcel Number(s): **AV-CDPT-4-12**
 Property Address(es): **1064 EAST MANZANITA DR., APPLE VALLEY, UT 84737**



COMMITMENT FOR TITLE INSURANCE

Escrow / Closing Inquiries should be directed to:
Giulia Bennett, Escrow Officer
435-656-1000 / Giulia@GTtitle.net

Transaction Identification Data for reference only:

Issuing Agent: Griffiths & Turner / GT Title Services, Inc.
 Issuing Office: 1224 South River Road, Building B, Suite 107, Saint George, UT 84790
 Underwriter: Old Republic National Title Insurance Company
 Title Officer: Robby Williams
 Commitment Number: **W48020GB**
 Tax Parcel Number(s): **AV-CDPT-4-12**
 Property Address(es): **1064 EAST MANZANITA DR., APPLE VALLEY, UT 84737**

SCHEDULE A

1. Commitment Date: **January 27, 2022, 7:59 AM**
2. Policy or Policies to be issued:

<u>Proposed Policy Amount</u>	<u>Premium</u>
(a) ALTA Homeowner's Policy for a 1-4 Unit Residence: Proposed Insured: AARON BARLOW and SUSANNAH BARLOW	\$500,000.00 \$2,476.00
(b) ALTA Expanded Coverage Residential Loan Policy: Proposed Insured: TBD, Its Successors and/or Assigns	\$399,200.00 \$1,327.00
(c) ALTA Endorsements 8.1-06, 9-06, 22-06 are included in the Loan Policy:	Included
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:

GEORGE V. DUPUY and JUDITH N. DUPUY, as Trustees of The G & J Dupuy Trust u/a/d October 20, 2015
5. The Land is located in **WASHINGTON** County, State of Utah and is described as follows:

LOT 12, CEDAR POINT PHASE 4, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER, WASHINGTON COUNTY, STATE OF UTAH.



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company. NOTE: In the event, the transaction, for which this commitment is furnished, cancels, the minimum cancellation fee will be \$200.00.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- E. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
- F. Provide the Company with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
- G. Provide the Company with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the Land.

SPECIAL REQUIREMENTS (if any):



COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II - EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I -- Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interest or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easements or encumbrances which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

NOTE: Upon compliance with underwriting requirements, Exceptions 1-7 will be omitted from any Extended or Expanded Loan Policy to be issued based on this Commitment.

8. Taxes for the present year and thereafter. Taxes for the year 2022 are accruing as a lien and are not yet due and payable. Taxes for the **year 2021 were PAID** in the amount of **\$400.91**. County Tax Parcel Number(s): **AV-CDPT-4-12**.
9. The Land is within the boundaries of **APPLE VALLEY, WASHINGTON COUNTY, UTAH** and is therein located within **Tax District 45, APPLE VALLEY SPECIAL ASSESSMENT AREA, APPLE VALLEY SPECIAL SERVICE DISTRICT FOR WATER AND SEWERAGE SERVICES, BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT**, and is subject to any charges and assessments levied thereunder.
10. Easements, restrictions, covenants, conditions, notes, building set-back lines, and rights of ways for roads, ditches, canals, streams, rivers, telephones and transmission lines, drainage, utilities or other incidental purposes, over, under or across the Land, which are of record or which may be ascertained by an inspection or accurate survey, including, without limitation, any easements, notes, restrictions, building site requirements, setback lines, or rights of way contained in the official plat map(s) of record.
11. Any water rights, claims or title to water in or under the Land.

(Continued)



COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II - EXCEPTIONS (Continued)

12. The effects of a Decree Organizing and Establishing the Washington County Water Conservancy District, recorded June 2, 1964, as Entry No. 121696, in Book S-49, at Pages 94, of the Official Records of the Recorder, Washington County, State of Utah.
13. Reservations and/or exceptions contained in that certain land Patent recorded AUGUST 23, 1920 as Entry No. 20770, IN BOOK U-4, AT PAGE 445..
14. The effects, terms and conditions of the covenants, conditions and restrictions, and any related bylaws, recorded JULY 11, 1977 and June 25, 2019 as Entry No.'s 185195 and 20190025086 respectively; and any supplements or amendments thereto as may have been recorded from time to time, and any charges created thereunder, including, without limitation, any charges, dues or assessments levied by any home owners association or similar organization, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
15. The effects of that certain Warranty Deed by CP National Corporations, a California corporation and in favor of Utah Power and Light Company, a Utah corporation, all right, title and interest in and to those easements located in the County of Washington, Utah, as specifically described in said document as Exhibit "A", recorded September 30, 1981.
16. The effects of that certain RIGHT OF WAY EASEMENT in favor of Hildale Town Corporation recorded November 15, 1994 as Entry No. 484229 in the official records of the Washington County Recorder's Office.
17. The effects of that certain GRANT OF EASEMENT in favor of South Central Utah Telephone Association, Inc., ISAOA recorded March 21, 2006 as Entry No. 20060009353 in the official records of the Washington County Recorder's Office.
18. The effects of that certain GRANT OF EASEMENT in favor of South Central Utah Telephone Association, Inc., ISAOA recorded March 21, 2006 as Entry No. 20060009354 in the official records of the Washington County Recorder's Office.
19. The effects of that certain Special Warranty Deed with Bill of Sale and Assignment of Rights, by Garkane Energy Cooperative, Inc. in favor of Pacificorp, an Oregon corporation, property easements and rights-of-way, together with any rights or privileges appurtenant thereto, as described in said document recorded October 14, 2009, as Entry No. 20090039374.
20. The official **Plat Map** recorded in the official records February 21, 2017 as Entry No. 20170007557, and the easements, rights-of-way, terms, conditions, restrictions, reservations, and limitations as set forth therein.
21. **Deed of Trust**, summarized as follows:

Recorder's Entry No.:	20200067543
Date Recorded:	November 24, 2020
Date of Document:	November 23, 2020
Dollar Amount:	\$241,000.00
Borrower/Trustor:	GIDC, LLC
Lender:	KZNZ ENTERPRISES LLC
Beneficiary:	KZNZ ENTERPRISES LLC
Trustee:	SOUTHERN UTAH TITLE COMPANY

COMMITMENT FOR TITLE INSURANCE
ADDITIONAL NOTICES, NOTES, AND INFORMATION

A. UTILITY SERVICE CHARGES AND ASSESSMENTS

The Land may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc., which are not covered by this Commitment or insured under the Policy or Policies.

B. ALTA HOMEOWNER'S POLICY DEDUCTIBLES

If an ALTA Homeowner's Policy is issued, the Policy will contain deductible amounts and maximum liability amounts relating to Covered Risks 16, 18, 19 and 21; and your deductible amounts and our maximum dollar limit of liability will be shown in Schedule A of the Policy. The Company will provide a pro-forma policy upon request.

C. PLAT MAP

The map attached or included herewith, if any, may or may not be a survey of the Land. The Company expressly disclaims any liability for loss or damage which may result from reliance on said map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the Policy (and endorsement(s), if any) to which this map is attached.

D. JUDGMENT LIENS

We have checked the Public Records for outstanding judgment liens entered against the relevant parties as they may relate to the the Land. Except as is otherwise indicated in Schedule B, Part I or Part II, no judgment liens appear of record that would have lien priority over the Mortgage of a Proposed Insured.

E. CHAIN OF TITLE

For informational purposes only, the following is a list of recorded deed(s) purporting to convey or transfer ownership of the Land within the last **24 months**:

- I. Special Warranty Deed recorded August 3, 2020 as Entry No. 20200040494, from AV Investors LLC as Grantor(s) to GIDC LLC, as Grantee(s).
- II. Warranty Deed recorded June 21, 2021 as Entry No. 20210042881, from GIDC LLC as Grantor(s) to George V. Dupur and Judith N. Dupur, as Trustees of The G&J Dupuy Trust u/a/d October 20, 2015, as Grantee(s).

COMMITMENT FOR TITLE INSURANCE

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the **Notice**; (b) the **Commitment to Issue Policy**; (c) the **Commitment Conditions**; (d) **Schedule A**;
 - (e) **Schedule B, Part I-Requirements**; (f) **Schedule B, Part II-Exceptions**; and (g) a **counter-signature** by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

COMMITMENT FOR TITLE INSURANCE
COMMITMENT CONDITIONS (Continued)

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

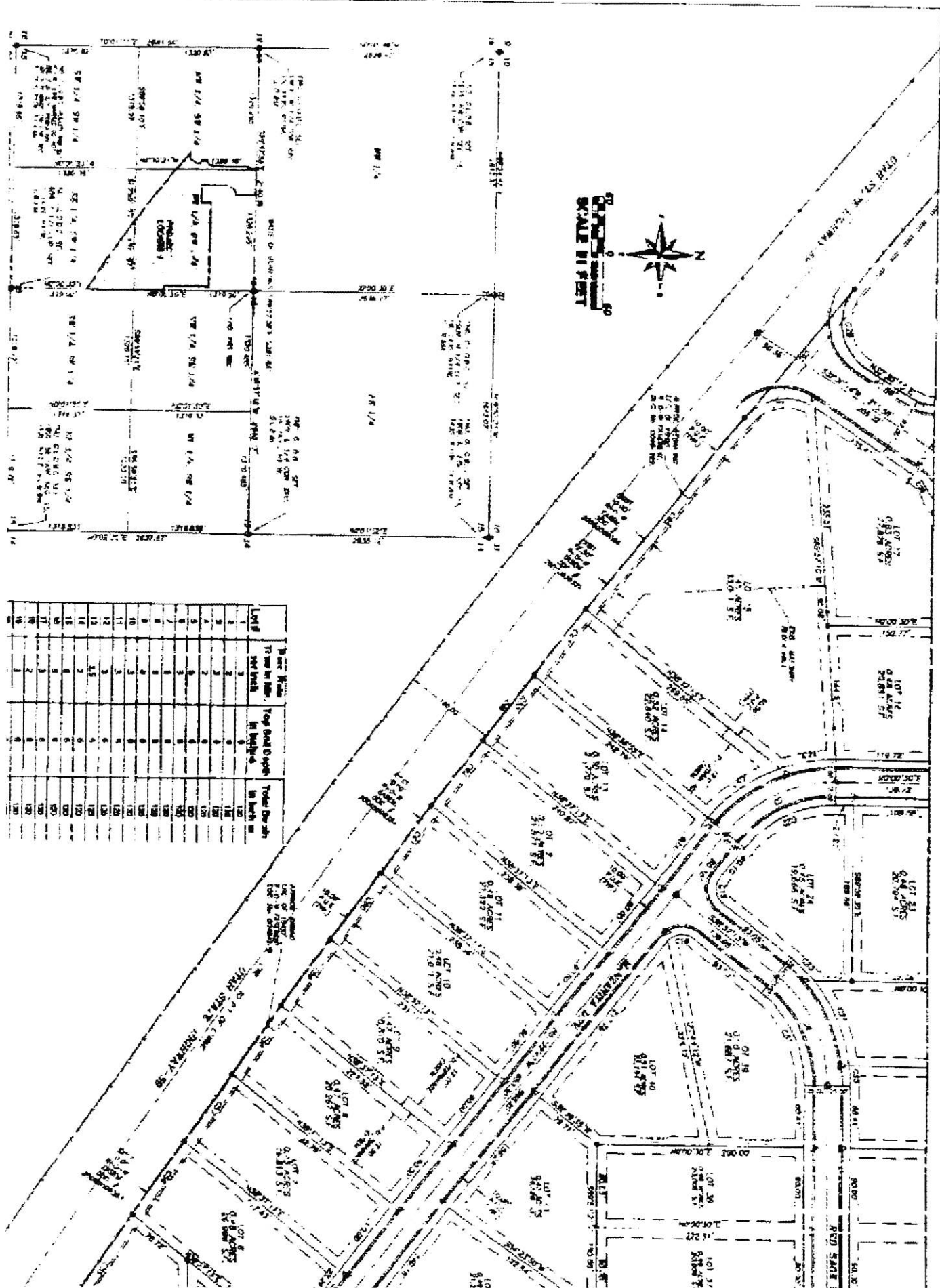
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.





Town of Apple Valley
 1777 N Meadowlark Dr
 Apple Valley UT 84737
 T: 435.877.1190 | F: 435.877.1192
 www.applevalleyut.gov

See Fee Schedule Page 2

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

Owner: <u>VANCE & CONNIE COVINGTON TRS</u>		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED] #	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable)		Phone:	
Address/Location of Property: <u>9948 Coyote RD</u>		Parcel ID: <u>AV-1354-NP-5-A</u>	
Existing Zone: <u>OST</u>		Proposed Zone: <u>A-X</u>	
For Planned Development Purposes: Acreage in Parcel <u>19.08</u>		Acreage in Application <u>19.08</u>	
Reason for the request			

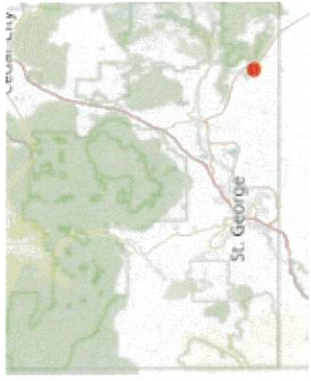
Submittal Requirements: The zone change application shall provide the following:

- ☐ A. The name and address of owners in addition to above owner.
- ☐ B. An accurate property map showing the existing and proposed zoning classifications
- ☐ C. All abutting properties showing present zoning classifications
- ☐ D. An accurate legal description of the property to be rezoned
- ☒ E. A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project.
- ☒ F. Stamped envelopes with the names and address of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- ☐ G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- ☐ H. Signed and notarized Acknowledgement of Water Supply (see attached).

Applicant Signature <u>[Signature]</u>		Date <u>July 31, 2024</u>	
Official Use Only		Amount Paid: \$	Receipt No:
Date Received: <u>RECEIVED AUG 05 2024</u>		Date Application Deemed Complete:	
By:		By:	



Title



Legend

Parcels

Ownership

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wildlife
- National Park Service
- Shiwiwi Reservation
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipally Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claim

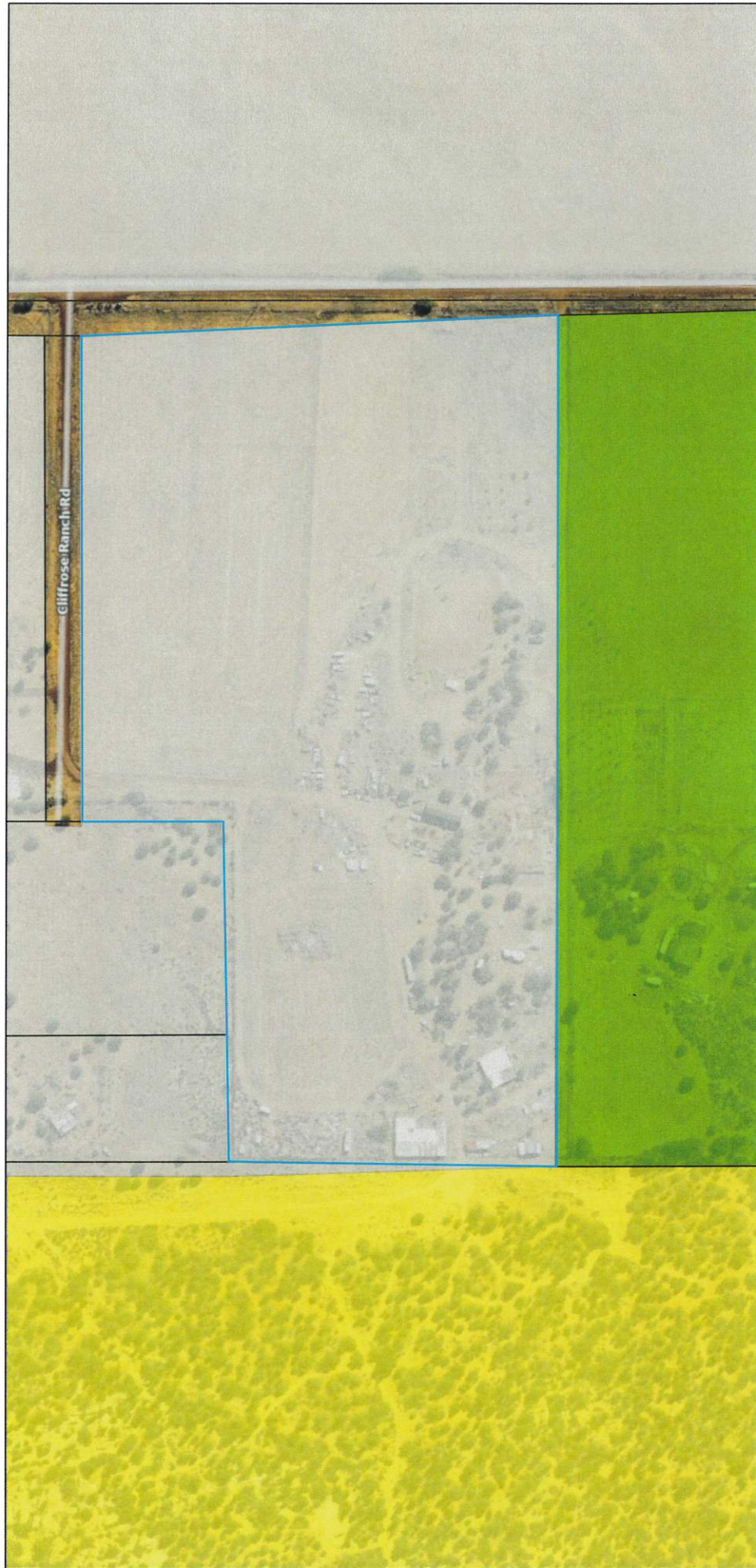
Notes

Item 14.

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

1,504.7 0 752.33 1,504.7 Feet

Apple Valley Zoning Districts



8/5/2024, 5:37:03 PM

- Washington County Parcels
- Future Annexation Boundary
- A-20 - Agricultural > 20 Acres
- OSC - Open Space Conservation
- OST - Open Space Transition
- Town Boundary

1:2,257
0 0.02 0.04 0.07 0.08 mi
0 0.03 0.07 0.13 km

Town of Apple Valley
Sunrise Cloud SMART GIS®

Item 14.

When Recorded Return To:
 Indecomm Global Services
 2925 Country Drive
 St. Paul, MN 55117

When recorded mail deed and tax notice to:
 VANCE COVINGTON
 994 S. COYOTE ROAD
 APPLE VALLEY UT. 84737

DOC # 20130001462

Warranty Deed Page 1 of 2
 Russell Smith's Washington County Recorder
 01/14/2013 12:39:39 PM Fee \$ 12.00
 By INDECOMM



Tax I.D. No. AV-1354-NP-5-A

Space Above This Line for Recorder's Use

WARRANTY DEED

VANCE COVINGTON, TRUSTEE OF THE VANCE COVINGTON FAMILY TRUST, dated September 4, 2007, grantor(s), of Apple Valley, County of Washington, State of Ut., hereby CONVEY and WARRANT to

VANCE COVINGTON and CONNIE COVINGTON, TRUSTEES OF THE VANCE COVINGTON FAMILY TRUST, dated September 4th, 2007, grantee(s) of Apple Valley, County of Washington, State of Ut., for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in WASHINGTON County, State of UTAH:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER WITH all improvements and appurtenances thereunto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand(s) of said grantor(s), this 28TH of NOVEMBER, A. D. 2012.

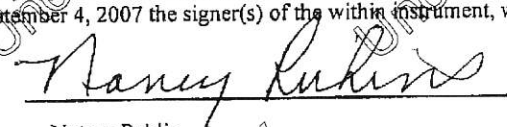

 VANCE COVINGTON, TRUSTEE

STATE OF UTAH

NOTARY

County of Washington) ss

On the 28TH day of NOVEMBER, A. D. 2012 personally appeared before me, VANCE COVINGTON and, TRUSTEE OF THE VANCE COVINGTON FAMILY TRUST, dated September 4, 2007 the signer(s) of the within instrument, who duly acknowledge to me that he executed the same.


 , Notary Public

My Commission Expires: 10-21-2013

Notary Public residing at: Hummer, Utah

Attachment to that certain Warranty Deed executed by **VANCE COVINGTON TRUSTEE OF THE VANCE COVINGTON FAMILY TRUST**, dated September 4, 2007 grantor(s), to **VANCE COVINGTON and CONNIE COVINGTON, TRUSTEES OF THE VANCE COVINGTON FAMILY TRUST**, dated September 4th, 2007 grantee(s).

Order No.

Tax I.D. No. AV-1354-NP-5-A

EXHIBIT "A"

Beginning South 0°02'12" East along the Quarter Section line 834.84 feet from the Northwest Corner of the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 8, Township 43 South, Range 11 West, Salt Lake Base and Meridian; thence South 89°55'43" East, 521.78 feet; thence North 0°02'12" West, 186.40 feet; thence South 89°55'43" East, 800.76 feet to the East boundary line of the Northeast Quarter of the Southwest Quarter (NE¼SW¼); thence South 0°01'24" East along the Quarter Section line 701.78 feet; thence North 89°55'43" West, 1322.36 feet to the 1/16 section line; thence North 0°02'12" West along the 1/16 section line 515.38 feet to the point of beginning.

Initials _____ / _____



U03308999

10502 12/13/2012 78244165/1



Town of Apple Valley
1777 N Meadowlark Dr
Apple Valley UT 84737
T: 435.877.1190 | F: 435.877.1192
www.applevalleyut.gov

See Fee Schedule Page 2

Item 15.

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

Owner: Heber Allred		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable)		Phone:	
Address/Location of Property: South of 59, on Main Street		Parcel ID: AV-1355-A	
Existing Zone: OST		Proposed Zone: A-X	
For Planned Development Purposes: Acreage in Parcel _____		Acreage in Application ⁹⁰ _____	
Reason for the request Change to Agricultural from OST			

Submittal Requirements: The zone change application shall provide the following:

- ☒ A. The name and address of owners in addition to above owner.
- ☒ B. An accurate property map showing the existing and proposed zoning classifications
- ☒ C. All abutting properties showing present zoning classifications
- ☒ D. An accurate legal description of the property to be rezoned
- ☒ E. A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project.
- ☒ F. Stamped envelopes with the names and address of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- ☒ G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- ☒ H. Signed and notarized Acknowledgement of Water Supply (see attached).

Applicant Signature <i>Heber Allred</i>	Date 07/31/2024
--	---------------------------

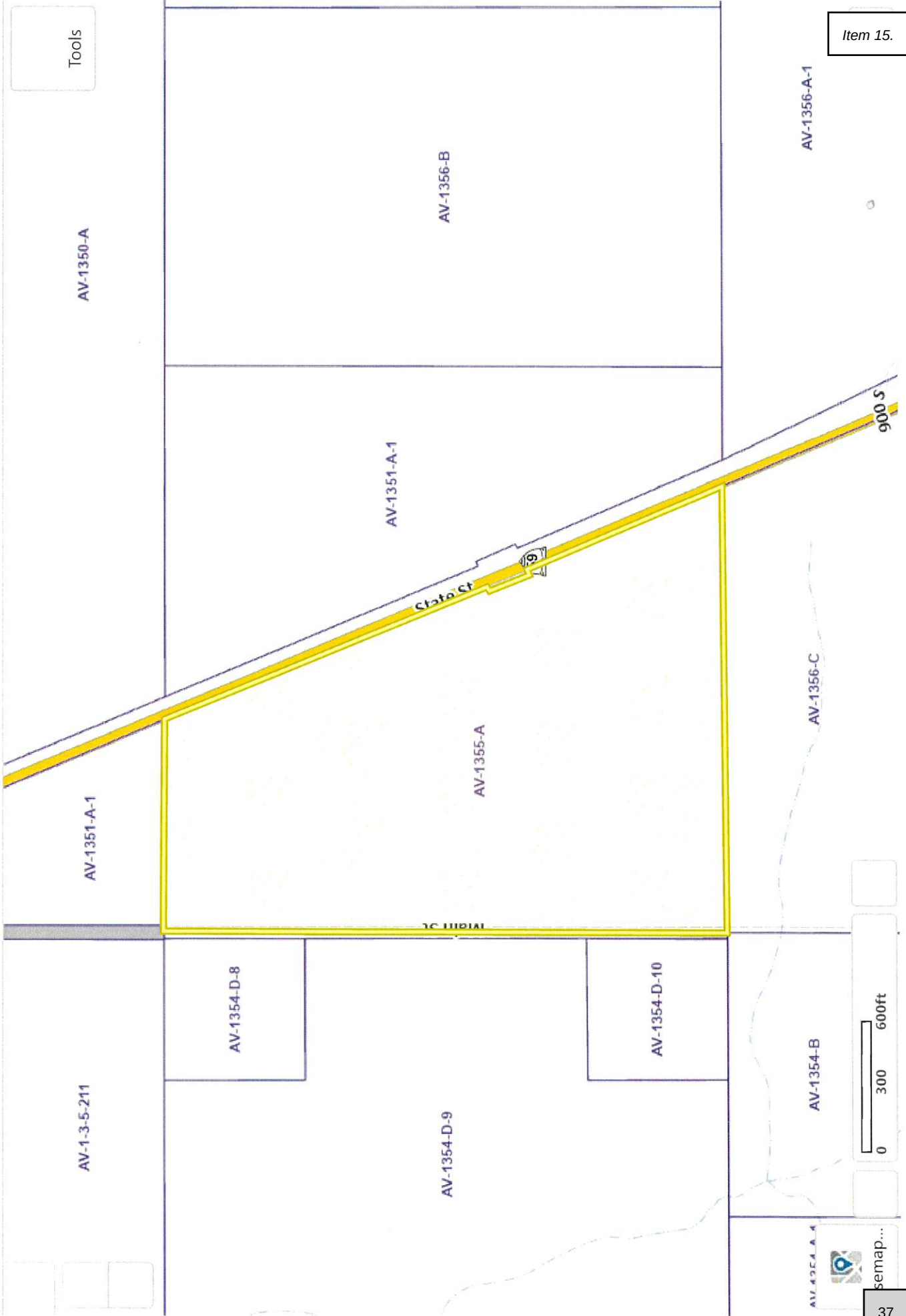
Official Use Only	Amount Paid: \$	Receipt No:
Date Received: RECEIVED AUG 05 2024	Date Application Deemed Complete:	
By:	By:	



Sign in

Search...

Tools



Item 15.

Apple Valley Zoning Districts Viewer

+

-

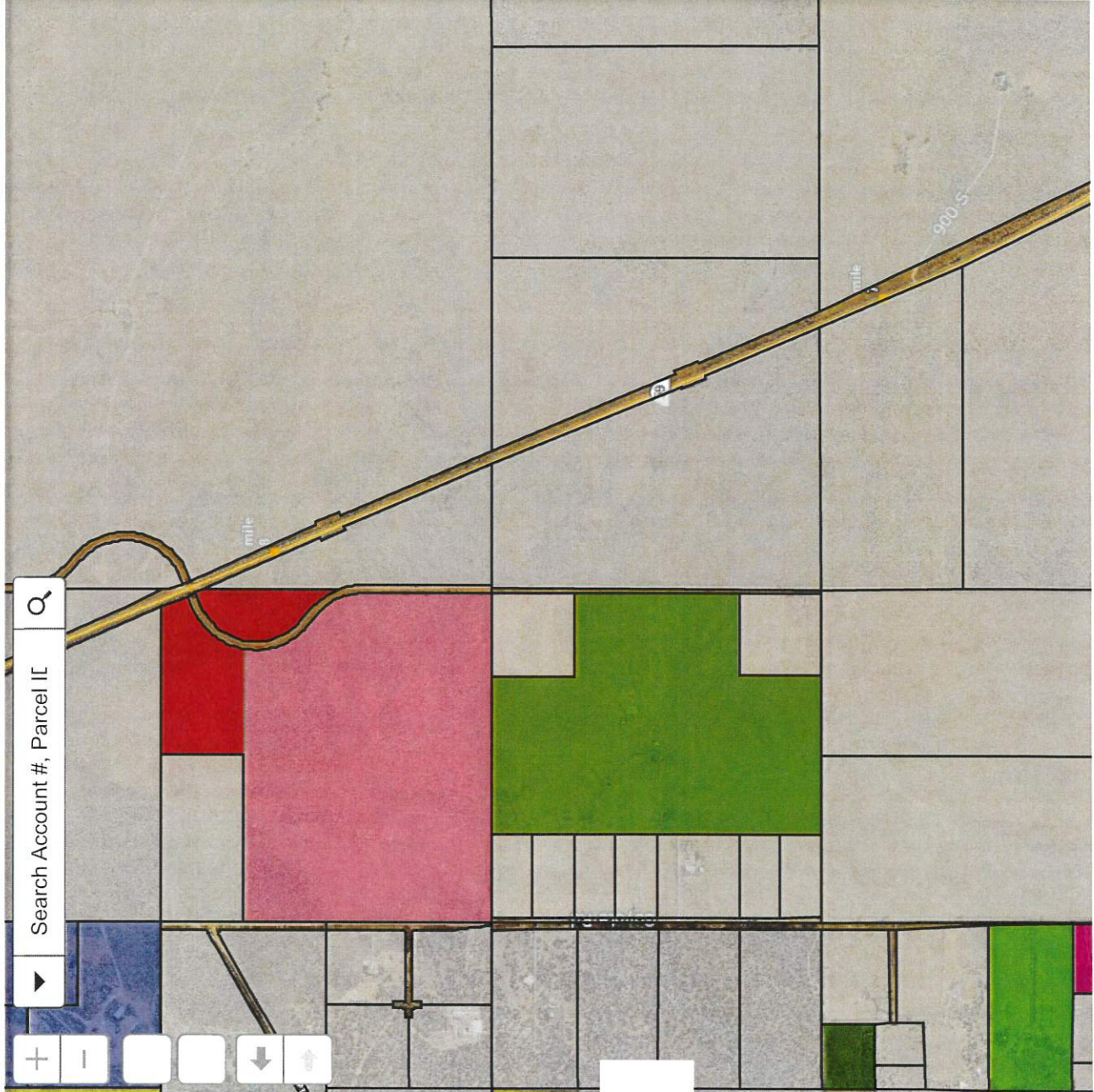
↶

↷

▼

Search Account #, Parcel ID

Q



0.4km
0.2mi

-113.102312 37.063498 Degrees

Legend

Washington County Parcels



Apple Valley Zoning Viewer

Town Boundary



Zoning Districts

- A-5 - Agricultural > 5 Acres
- A-10 - Agricultural > 10 Acres
- A-20 - Agricultural > 20 Acres
- A-40 - Agricultural > 40 Acres
- Single-Family Residential > .5 Acres
- Single-Family Residential > 1 Acre
- Single-Family Residential > 2.5 Acres
- Single-Family Residential > 5.0 Acres
- Single-Family Residential > 10.0 Acres
- C-1 - Convenience Commercial
- C-2 - Highway Commercial
- C-3 - General Commercial
- CTP - Cabins or Tiny Home Parks Zone
- INST - Institutional
- MH - Manufactured Housing Park
- OSC - Open Space Conservation
- OST - Open Space Transition
- PD - Planned Development
- RE-1 - Rural Estate 1
- RE-2.5 - Rural Estate 2.5
- RE-5 - Rural Estate 5
- RE-10 - Rural Estate 10

Warranty Deed Page 1 of 3
 Russell Shirts Washington County Recorder
 01/10/2014 09:41:23 AM Fee \$16.00 By
 PROVO LAND TITLE ST. GEORGE BRANCH



PROVO LAND
 TITLE COMPANY
 File # 62310

WARRANTY DEED

A.V. Holdings, LLC

GRANTOR(S) for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by

Heber R. Allred

GRANTEE(S), of (vacant), Apple Valley UT, 84737

herby CONVEYS AND WARRANTS unto said GRANTEE(S), the following lands lying in WASHINGTON County, Utah:

SBI/4 Section 5, Parcel 1 description:

All of the Southeast quarter of Section 5, Township 43 South, Range 11 West of the Salt Lake Base and Meridian.

LESS that portion of land lying Easterly of the Westerly right of way line of Utah State Route-59 (SR-59), said parcel being more completely described as follows:

Beginning at the South quarter corner of Section 5, Township 43 South, Range 11 West, of the Salt Lake Base and Meridian; thence North 01 deg. 15' 03" East along the North-South center Section line, 2,642.84 feet to the center quarter corner; thence South 88 deg. 42' 08" East along the East-West center section line, 2,500.91 feet to a point located on the Westerly right of way line of Utah State Route-59 (SR-59); thence departing said Section line and running South 21 deg. 17' 44" East along said highway line, 383.06 feet to a point located on the East line of said Section 5; thence departing said highway line and running South 01 deg. 19' 35" West along said Section line 2,288.71 feet to the Southeast corner of said Section 5; thence North 88 deg. 42' 43" West along the South line of said Section 5, 2,644.76 feet to the point of beginning.

Together with 50 acre feet of Water right 81-4536 used for the irrigation of 10 acres

TOGETHER WITH all rights, privileges and appurtenances belonging or in anywise appertaining thereto, being subject, however, to easements, rights of way, restrictions, etc., of record or enforceable in law or equity.

TAX SERIAL NO. AV-1-3-5-111

WITNESS our hands on this 8th day of January, 2014

A.V. Holdings, LLC

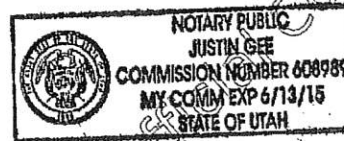
by John Bagley, President of Teton West Construction Inc who is a managing member of MFG Property Management LLC, who is a managing member of A.V. Holdings, LLC

State of Utah)
)
) SS:
County of Washington)

On the 8th day of January, 2014, personally appeared before me John Bagley, President of Teton West Construction Inc, who is a managing member of MFG Property Management LLC, who is a managing member of of the A.V. Holdings, LLC a Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its articles of organization and each duly acknowledged to me that said Limited Liability Company executed the same.

Notary Public

Commission expires:
Residing in:



WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: A. V. Holdings, LLC, a Utah Limited Liability Company

Grantee: Heber R. Alred

Tax ID Number(s): AV-1-3-5-111

In connection with the conveyance of the above referenced parcel(s), Grantor hereby conveys to Grantee without warranty, except for a warranty of title as to all claiming title by or through Grantor, the following interests in water and/or makes the following disclosures:

Check one box only

- 1 ☐ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed.
- 2 ☒ Only a portion of Grantor's water rights are being conveyed.
(County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked)
- 3 ☐ No water rights are being conveyed.
- 4 ☐ Water rights are being conveyed by separate deed.

Proceed to Section

Section

Important Notes
(see other side)

A	The water right(s) being conveyed include Water Right No(s). _____ along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights. (Proceed to Section C)	N1 N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply) ☐ All of Water Right No(s). _____ ☒ 50 acre-feet from Water Right No. 81-4536 for: _____ families; 10 acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____ ☐ _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____ Along with all applications pertaining to the water rights listed in this Section B. (Proceed to Section C)	N1 N4 N5 N5 N2
C	Disclosures by Grantor: (check all boxes that apply) ☐ Grantor is endorsing and delivering to Grantee stock certificates for _____ share(s) of stock in the following water company: _____ ☒ Culinary water service is provided by: _____ ☐ Outdoor water service is provided by: _____ ☐ There is no water service available to Grantor's Parcel(s) ☐ Other water related disclosures: _____	N6 N7 N8 N9 N10

Attach and sign additional copies of this form if more space is needed.

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

Grantor's Signature: _____

Grantee's Acknowledgment of Receipt: _____

Grantee's Mailing Address: 474 S Coyote Rd Apple Valley, UT 84737

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

LEGAL DESCRIPTION**AV-1355-A**

SECTION: 9 T: 43S R: 11W PORTION OF PROPERTY DESCRIBED AS FOLLOWS: NW1/4 OF SECTION 9, THE PORTION OF LAND LYING WESTERLY OF STATE HWY 59, T43S, R11W SLB&M.

CONTAINS 90.45 ACRES.



Town of Apple Valley

1777 N Meadowlark Dr
Apple Valley UT 84737
T: 435.877.1190 | F: 435.877.1192
www.applevalleyut.gov

See Fee Schedule Page 2

Item 16.

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

Owner: <u>The Charles & Cheryl Reeve Family Trust</u> <u>Charles R. Reeve & Cheryl S. Reeve Trustees</u>		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable) [REDACTED]		Phone: [REDACTED]	
Address/Location of Property: <u>2200 S 1400 E</u>		Parcel ID: <u>AV-1376-A-1</u>	
Existing Zone: <u>OST</u>		Proposed Zone: <u>A-5</u>	
For Planned Development Purposes: Acreage in Parcel _____		Acreage in Application <u>6.25</u>	
Reason for the request <u>Mayors Recommendation</u>			

Submittal Requirements: The zone change application shall provide the following:

- ☒ A. The name and address of owners in addition to above owner. 559 S. 400 W. Charles R. Reeve & Cheryl S. Reeve, Trustees, of Hurricane, Utah
- ☒ B. An accurate property map showing the existing and proposed zoning classifications
- ☒ C. All abutting properties showing present zoning classifications
- ☒ D. An accurate legal description of the property to be rezoned SEE DEED
- ☒ E. A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project.
- ☒ F. Stamped envelopes with the names and address of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- ☒ G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property SEE Quit-Claim Deed
- ☒ H. Signed and notarized Acknowledgement of Water Supply (see attached).

Applicant Signature <u>Charles R. Reeve Cheryl S. Reeve</u>	Date <u>07/21/2024</u>
--	---------------------------

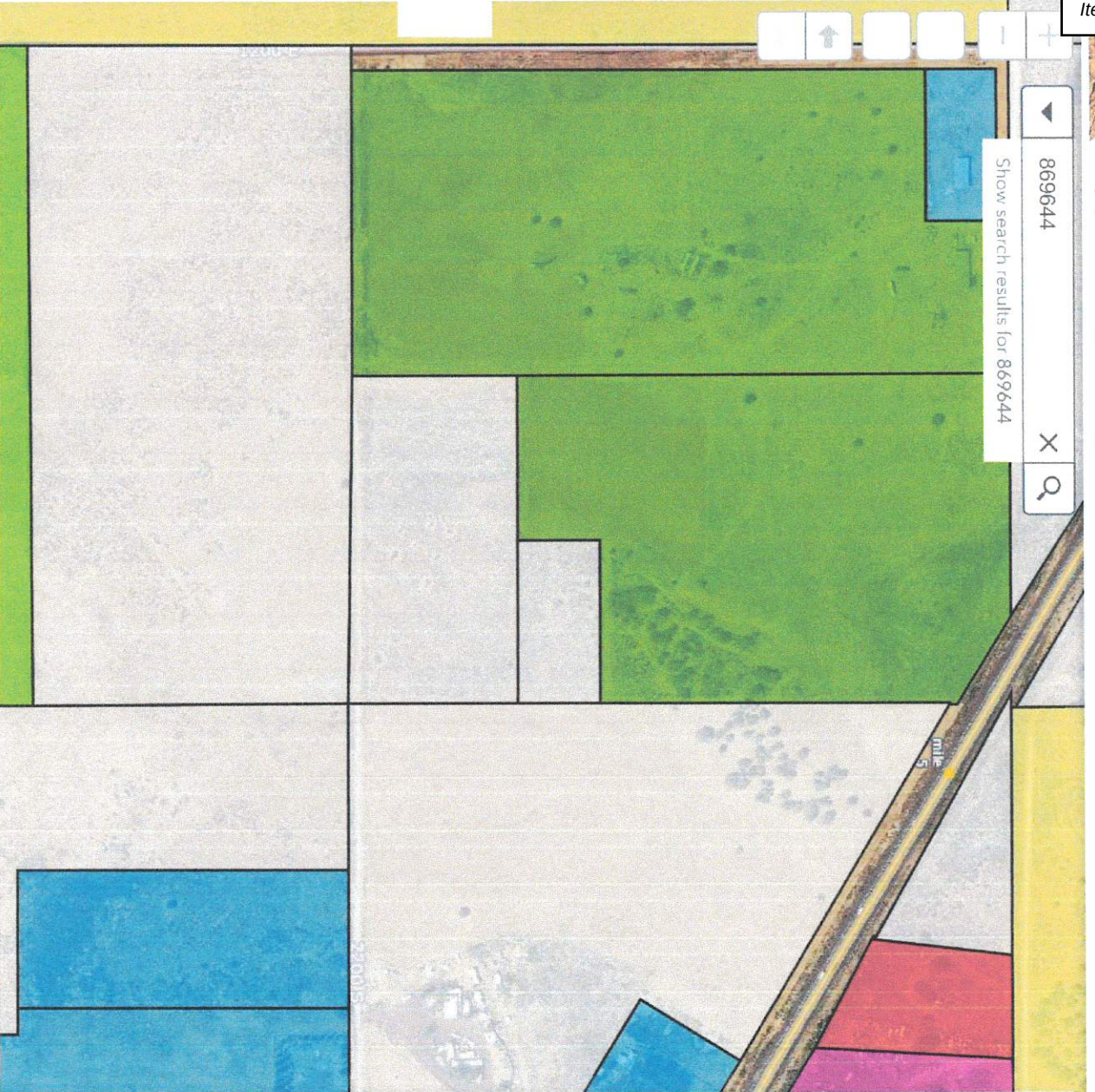
Official Use Only	Amount Paid: \$	Receipt No:
Date Received: <u>RECEIVED AUG 05 2024</u>	Date Application Deemed Complete:	
By:	By:	



Apple Valley Zoning Districts Viewer

869644

Show search results for 869644



Legend

Washington County Parcels



Apple Valley Zoning Viewer

Town Boundry



Zoning Districts

- A-5 - Agricultural > 5 Acres
- A-10 - Agricultural > 10 Acres
- A-20 - Agricultural > 20 Acres
- A-40 - Agricultural > 40 Acres
- Single-Family Residential > .5 Acres
- Single-Family Residential > 1 Acre
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- Single-Family Residential > 5.0 Acres
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- C-3 - General Commercial
- CTP - Cabins or Tiny Home Parks Zone
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- MH - Manufactured Housing Park
- OSC - Open Space Conservation
- OST - Open Space Transition
- PD - Planned Development
- RE-1 - Rural Estate 1
- RE-2.5 - Rural Estate 2.5
- RE-5 - Rural Estate 5
- RE-10 - Rural Estate 10

DOC # 20120005611

Quit Claim Deed Page 1 of 1
 Russell Shirts, Washington County Recorder
 02/22/2012 02:22:43 PM Fee \$ 11.00
 By REEVE CHARLES



When Recorded Mail To:

Charles R. Reeve
 559 S 400 W
 Hurricane, UT 84737

Tax I.D. No. AV-1376-A-1

QUIT-CLAIM DEED

DERRAL E. EVES of LAVERKIN, County of Washington, State of Utah, Grantor, hereby quit claim to:

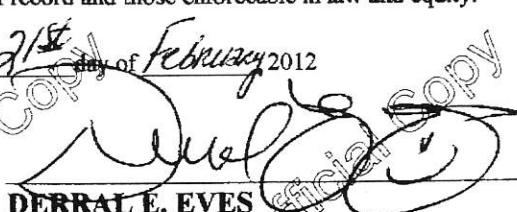
The Charles & Cheryl Reeve Family Trust (dated May 6, 1997), Charles R. Reeve and Cheryl S. Reeve, Trustees, Grantee, of Hurricane, County of Washington, State of Utah, for the sum of \$10 and other good and valuable consideration, the following described tract of land in Washington County, State of Utah:

The South One-Half of the South One-Half of the East One-Half of the Northwest Quarter of the Northeast Quarter (S $\frac{1}{2}$ S $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 22, Township 43 South, Range 11 West, Salt Lake Base and Meridian.

Also, The South Quarter of the North One-Half of the South One-Half of the East One-Half of the Northwest Quarter of the Northeast Quarter (S $\frac{1}{4}$ N $\frac{1}{2}$ S $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 22, Township 43 South, Range 11 West, Salt Lake Base and Meridian.

TOGETHER WITH all improvements and appurtenances thereunto belonging, and, **SUBJECT TO** easements, rights of way, restrictions and reservations of record and those enforceable in law and equity.

WITNESS the hand of said Grantor, this 21st day of February, 2012


DERRAL E. EVES

NOTARY

STATE OF UTAH)
 County of Washington)

On the 21st day of February, 2012, personally appeared before me Derral E. Eves, the signer of the foregoing Quit Claim Deed, who duly acknowledged to me that he executed the same.



RACHEL L. WEBB
 Notary Public
 State Of Utah
 My Commission Expires Sept. 30, 2014
 Commission No. 601081


 NOTARY PUBLIC

My commission expires 9-30-2014
 Residing at: Laverkin, Utah



Town of Apple Valley
 1777 N Meadowlark Dr
 Apple Valley UT 84737
 T: 435.877.1190 | F: 435.877.1192
 www.applevalleyut.gov

See Fee Schedule Page 2

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

Owner: <u>Crel Holdings and Plum Land Inc.</u>		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable) <u>Crel Science / Brandee Walker</u>		Phone: [REDACTED]	
Address/Location of Property: <u>Daybreak Mesa Dr & Main Street</u>		Parcel ID: <u>AV-1328-A</u>	
Existing Zone: <u>OST</u>		Proposed Zone: <u>A-X</u>	
For Planned Development Purposes: Acreage in Parcel _____		Acreage in Application <u>61.78</u>	
Reason for the request PROPOSED A-X zoning on 61.78 ACRES			

Submittal Requirements: The zone change application shall provide the following:

- ☒ A. The name and address of owners in addition to above owner.
- ☒ B. An accurate property map showing the existing and proposed zoning classifications
- ☒ C. All abutting properties showing present zoning classifications
- ☒ D. An accurate legal description of the property to be rezoned
- ☐ E. A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project.
- ☒ F. Stamped envelopes with the names and address of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- ☒ G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- ☐ H. Signed and notarized Acknowledgement of Water Supply (see attached).

Applicant Signature <u>Brandee Walker Crel Holdings</u>		Date <u>July 15, 2024</u>
Official Use Only	Amount Paid: \$	Receipt No:
Date Received: RECEIVED JUL 22 2024	Date Application Deemed Complete:	
By:	By:	

AV-1323-C	AV-1323	AV-1327-B
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AV-1321-B	AV-1321-C	AV-1328-B	
AV-1321-A			

I want to...

119.8

VR-2-38

VR-2-42

VR-2-43

VR-2-44-B-1

VR-2-45-A

AV-1320-NP

AV-WEL-1

AV-WEL-2

AV-WEL-3

AV-WEL-4

AV-WEL-5

AV-WEL-6

AV-WEL-7

AV-WEL-8

AV-WEL-9

AV-WEL-10

AV-WEL-11

AV-WEL-12

AV-WEL-13

This is a detailed street map of a residential area in Phoenix, Arizona. The map shows a grid of streets including Daybreak Mesa Dr, Rome Way, Apple Blossom Ln, and Mount Zion. Numerous lot numbers are visible, such as AV-1328-C, AV-1328-A, AV-1329-A, AV-1330-B, AV-1330-E, and AV-1330-D-1. The map also shows various street names like AV-1327, AV-1329, AV-1330, AV-1331, AV-1332, AV-1333, AV-1334, AV-1335, AV-1336, AV-1337, AV-1338, AV-1339, AV-1340, AV-1341, AV-1342, AV-1343, AV-1344, AV-1345, AV-1346, AV-1347, AV-1348, AV-1349, AV-1350, AV-1351, AV-1352, AV-1353, AV-1354, AV-1355, AV-1356, AV-1357, AV-1358, AV-1359, AV-1360, AV-1361, AV-1362, AV-1363, AV-1364, AV-1365, AV-1366, AV-1367, AV-1368, AV-1369, AV-1370, AV-1371, AV-1372, AV-1373, AV-1374, AV-1375, AV-1376, AV-1377, AV-1378, AV-1379, AV-1380, AV-1381, AV-1382, AV-1383, AV-1384, AV-1385, AV-1386, AV-1387, AV-1388, AV-1389, AV-1390, AV-1391, AV-1392, AV-1393, AV-1394, AV-1395, AV-1396, AV-1397, AV-1398, AV-1399, AV-1400, AV-1401, AV-1402, AV-1403, AV-1404, AV-1405, AV-1406, AV-1407, AV-1408, AV-1409, AV-1410, AV-1411, AV-1412, AV-1413, AV-1414, AV-1415, AV-1416, AV-1417, AV-1418, AV-1419, AV-1420, AV-1421, AV-1422, AV-1423, AV-1424, AV-1425, AV-1426, AV-1427, AV-1428, AV-1429, AV-1430, AV-1431, AV-1432, AV-1433, 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AV-1878, AV-1879, AV-1880, AV-1881, AV-1882, AV-1883, AV-1884, AV-1885, AV-1886, AV-1887, AV-1888, AV-1889, AV-1890, AV-1



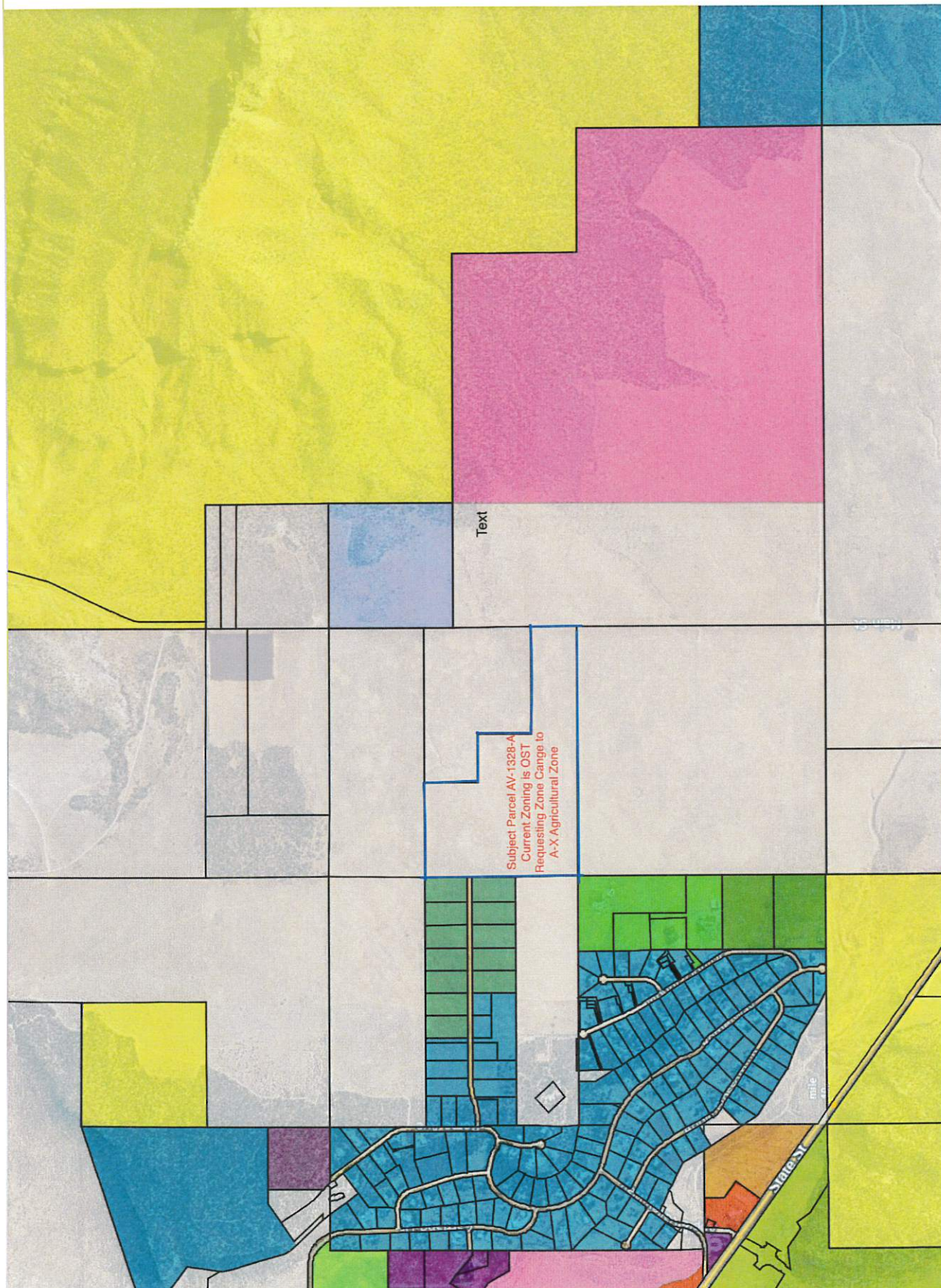
Apple Valley Zoning View

Town Boundry



Zoning Districts

- A-5 - Agricultural > 5 Acre
- A-10 - Agricultural > 10 A
- A-20 - Agricultural > 20 A
- A-40 - Agricultural > 40 A
- Single-Family Residential
- Single-Family Residential
- Single-Family Residential
- Single-Family Residential
- Single-Family Residential
- Single-Family Residential
- C-1 - Convenience Commr
- C-2 - Highway Commercial
- C-3 - General Commercial
- CTP - Cabins or Tiny Hom
- INST - Institutional
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- OSC - Open Space Conse
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- PD - Planned Developme
- RE-1 - Rural Estate 1
- RE-2.5 - Rural Estate 2.5
- RE-5 - Rural Estate 5
- RE-10 - Rural Estate 10
- RE-20 - Rural Estate 20
- RE-X - Rural Estate Zone A
- RV-Park - Recreational Vet



I, RYAN SCHOLES, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 1393573, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS HAVE BE SET AS REPRESENTED ON THIS PLAT

BOUNDARY DESCRIPTION	BOUNDARY TYPE	BOUNDARY VALUE
Top	Free	$\sigma_{zz} = \tau_{zx} = \tau_{zy} = 0$
Bottom	Fixed	$u = v = w = 0$
Left	Free	$\sigma_{xx} = \tau_{xy} = \tau_{xz} = 0$
Right	Free	$\sigma_{xx} = \tau_{xy} = \tau_{xz} = 0$
Front	Free	$\sigma_{yy} = \tau_{xy} = \tau_{yz} = 0$
Back	Free	$\sigma_{yy} = \tau_{xy} = \tau_{yz} = 0$

[illegible]

THE BASIS OF BEARING IS SOUTH 48° 57' 42" EAST ALONG THE SECTION LINE BETWEEN THE FOUNDATION NORTHWEST CORNER AND THE FOUNDATION NORTH 1/4 CORNER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AS SHOWN HEREON.

THE PURPOSE OF THIS SURVEY IS TO LOCATE AND MONUMENT THE BOUNDARY OF THE ABOVE DESCRIBED PROPERTY ACCORDING TO THE OFFICIAL RECORDS AND THE LOCATION OF PERTINENT EXISTING IMPROVEMENTS LOCATED ON THE GROUND.

FOUND SECTION MONUMENT AS NOTED
 FOUND MONUMENT AS NOTED
 SECTION LINE
 PROPERTY LINE
 CENTERLINE
 EASEMENT LINE

LOCATION:
NE 1/4 SEC. 29,
T42S, R11W, SLB&M

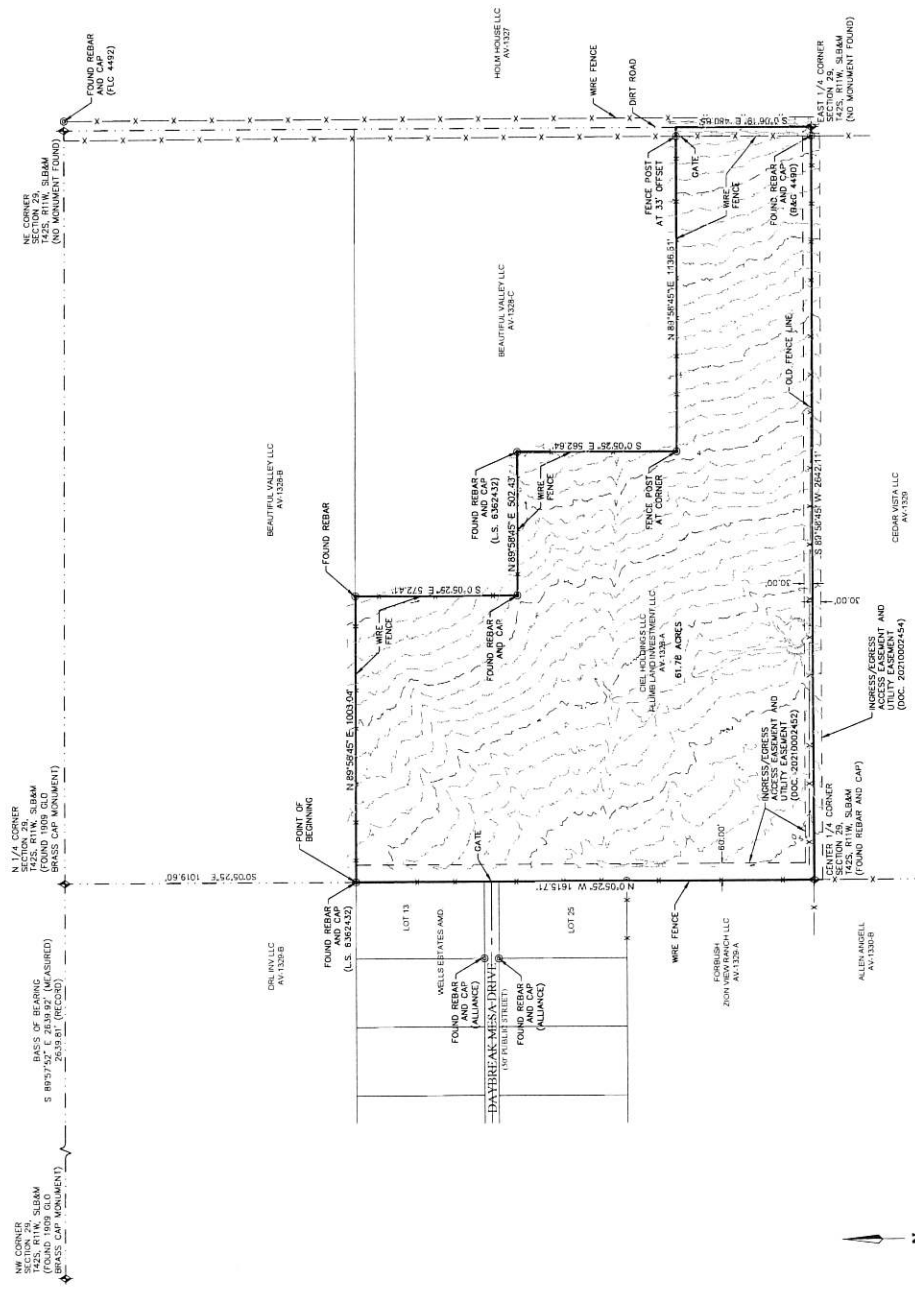
PREPARED FOR: PLUMB LAND INVESTMENT LLC

SURVEY DATE: MARCH 2024



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

50



**CONTOURS SHOWN ARE FROM 2017 STATE LIDAR DATA. NO CURRENT LIDAR DATA IS AVAILABLE IN THIS AREA. ANY SURFACE CHANGES TO THE OVERALL SITE MAY NOT BE PORTRAYED WITH THIS DATA SHOWN.

SUBDIVISION APPROVAL PROCESS

AFFIDAVIT
PROPERTY OWNER

Item 17.

STATE OF UTAH)

COUNTY OF WASHINGTON)
Coburn Partners, LLC, Cell Holiday, Plans and Commitments

I (We) _____, being duly sworn, depose and say that I (We) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (We) also acknowledge that I (We) have received written instructions regarding the process for which I (We) am (are) applying and the Apple Valley Town planning staff have indicated they are available to assist me in making this application.

Coburn Partners, LLC
Cell Holiday, Plans and Commitments

Property Owner

Property Owner
at will to be entered

Subscribed and sworn to me this _____ day of _____, 20_____.

Notary Public

Residing in: _____

My Commission Expires: _____

AGENT AUTHORIZATION

I (We), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative body in the Town of Apple Valley considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Property Owner

Property Owner

Subscribed and sworn to me this _____ day of _____, 20_____.

Notary Public

Residing in: _____

My Commission Expires: _____

03/15/2024 03:07:12 PM Fee \$40.00 By

SOUTHERN UTAH TITLE COMPANY

When recorded mail deed and tax notice to:
 Ciel Holdings, L.L.C., a Utah limited liability company
 201 S Main St, #2000
 Salt Lake, UT 84111



**SOUTHERN UTAH
 TITLE COMPANY**
"Doing good Deeds for over 70 years"
 titlex.com

Order No. 229667 - EFP
 Tax I.D. No. AV-1328-A

Space Above This Line for Recorder's Use

WARRANTY DEED

Main Street Zion L.L.C., a Nevada limited liability company, grantor(s), of Reno, County of Washoe, State of Nevada, hereby **CONVEY and WARRANT** to

Ciel Holdings, L.L.C., a Utah limited liability company, as to an undivided 50% interest, and Plumb Land Investment, LLC, a Utah limited liability company, as to an undivided 50% interest, grantee(s) of Salt Lake, County of Salt Lake, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Washington County, State of Utah:

See Attached Exhibit "A"

See Water Rights Addendum to Land Deeds attached hereto and made a part hereof

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand(s) of said grantor(s), this 14 day of March, 2024.

Main Street Zion L.L.C., a Nevada limited liability company

By: _____

Aaron V Blackham, Manager

STATE OF Nevada)

:ss.

COUNTY OF Washoe)

On the 14th day of March, 2024, personally appeared before me, Aaron V Blackham, who being by me duly sworn, did say that he/she is the Manager of Main Street Zion L.L.C., a Nevada limited liability company, and that said instrument was signed by him/her in behalf of said limited liability company by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and said Aaron V Blackham acknowledged to me that said limited liability company executed the same.

Ryann Wojtkowiak
 NOTARY PUBLIC

My Commission Expires: June 18, 2024



RYANN WOJTKOWIAK
 Notary Public - State of Nevada
 Appointment Recorded in Washoe County
 No: 20-0664-02 - Expires June 18, 2024

Attachment to that certain Warranty Deed executed by Main Street Zion L.L.C., a Nevada limited liability company grantor(s), to Ciel Holdings, L.L.C., a Utah limited liability company, as to an undivided 50% interest, and Plumb Land Investment, LLC, a Utah limited liability company, as to an undivided 50% interest grantee(s).

Order No. 229667
Tax I.D. No. AV-1328-A

EXHIBIT "A"

Commencing at the Northwest Corner of Section 29, Township 42 South, Range 11 West, Salt Lake Base and Meridian, and running thence South 89°57'52" East, along the Section line 2639.81 feet to the North Quarter Corner of said Section 29; thence South 0°05'25" East, along the Quarter Section line 1019.60 feet to the true point of beginning; thence North 89°58'45" East, 1003.04 feet; thence South 0°05'25" East, 572.41 feet; thence North 89°58'45" East, 502.43 feet; thence South 0°05'25" East, 562.64 feet; thence North 89°58'45" East, 1136.51 feet to a point on the Section line; thence South 0°06'19" East, along the Section line 480.65 feet to the East Quarter Corner of said Section 29; thence South 89°58'45" West along the Quarter Section line 2642.11 feet to the Center of said Section 29; thence North 0°05'25" West along the Quarter Section line 1615.71 feet to the true point of beginning.

Initials AB /

3/14/24

WATER RIGHTS ADDENDUM TO LAND DEEDS

Item 17.

Grantor: Main Street Zion L.L.C., a Nevada limited liability company
 Grantee: Ciel Holdings, L.L.C., a Utah limited liability company, as to an undivided 50% interest, and Plumb Land Investment, LLC, a Utah limited liability company, as to an undivided 50% interest
 Tax ID Number(s): AV-1328-A

In connection with the conveyance of the above referenced parcel(s), Grantor hereby conveys to Grantee without warranty, except for a warranty of title as to all claiming title by or through Grantor, the following interests in water and/or makes the following disclosures:

Check one box only

- 1 ☒ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed.
- 2 ☐ Only a portion of Grantor's water rights are being conveyed. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked)
- 3 ☐ No water rights are being conveyed.
- 4 ☐ Water rights are being conveyed by separate deed.

Proceed to Section

A
B
C
C

Important Notes
(see other side)

Section		Important Notes (see other side)
A	The water right(s) being conveyed include Water Right No(s). <u>81-4536</u> along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights (Proceed to Section C)	N1 N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply) ☐ All of Water Rights No(s). _____ ☐ _____ acre-feet from Water Right No. _____ for: _____ families _____ acres of irrigated land: stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ ☐ _____ acre-feet from Water Right No. _____ for: _____ families _____ acres of irrigated land: stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N1 N4 N5 N5 N2
C	Disclosures By Grantor: (check all boxes that apply) ☐ Grantor is endorsing and delivering To Grantee stock certificates for _____ Shares stock in the following water company: _____ ☐ Culinary water service is provided by: _____ ☐ Outdoor water service is provided by: _____ ☐ There is no water service available to Grantor's Parcel(s). _ ☐ Other water related disclosures: _____	N6 N7 N8 N9 N10

Attach and sign additional copies of this form if more space is needed.

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

Grantor's Signature: Main Street Zion L.L.C., a Nevada limited liability company

Aaron V Blackham, Manager

3/11/24

Grantee's Acknowledgment of Receipt: Ciel Holdings, L.L.C., a Utah limited liability company Plumb Land Investment, LLC, a Utah limited liability company

Walter J. Plumb, III, Manager

Walter J. Plumb, IV, Manager

Grantee's Address: 201 S Main St. #2000, Salt Lake, Utah 84111

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

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: Main Street Zion L.L.C., a Nevada limited liability company
 Grantee: Ciel Holdings, L.L.C., a Utah limited liability company, as to an undivided 50% interest, and Plumb Land Investment, LLC, a Utah limited liability company, as to an undivided 50% interest
 Tax ID Number(s): AV-1328-A

In connection with the conveyance of the above referenced parcel(s), Grantor hereby conveys to Grantee without warranty, except for a warranty of title as to all claiming title by or through Grantor, the following interests in water and/or makes the following disclosures:

Check one box only

- 1 ☒ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed.
 2 ☐ Only a portion of Grantor's water rights are being conveyed. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked)
 3 ☐ No water rights are being conveyed.
 4 ☐ Water rights are being conveyed by separate deed.

Proceed to Section

A

B

C

C

Important Notes
(see other side)

Section

A	The water right(s) being conveyed include Water Right No(s) <u>81-4536</u> along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights (Proceed to Section C)	N1 N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply) ☐ All of Water Rights No(s) _____ ☐ _____ acre-feet from Water Right No. _____ for: _____ families _____ acres of irrigated land: stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ ☐ _____ acre-feet from Water Right No. _____ for: _____ families _____ acres of irrigated land: stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N1 N4 N5 N5 N2
C	Disclosures By Grantor: (check all boxes that apply) ☐ Grantor is endorsing and delivering To Grantee stock certificates for _____ Shares stock in the following water company: _____ ☐ Culinary water service is provided by: _____ ☐ Outdoor water service is provided by: _____ ☐ There is no water service available to Grantor's Parcel(s). ☐ Other water related disclosures: _____	N6 N7 N8 N9 N10

Attach and sign additional copies of this form if more space is needed.

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

Grantor's Signature: Main Street Zion L.L.C., a Nevada limited liability company

Aaron V Blackham, Manager

Grantee's Acknowledgment of Receipt: Ciel Holdings, L.L.C., a Utah limited liability company
 Plumb Land Investment, LLC, a Utah limited liability company

ESIGN170240315123452725

Walter J. Plumb, III

Walter J. Plumb, III, Manager

Walter J. Plumb, IV, Manager

Grantee's Address: 201 S Main St. #2000, Salt Lake, Utah 84111

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

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: Main Street Zion L.L.C., a Nevada limited liability company
 Grantee: Ciel Holdings, L.L.C., a Utah limited liability company, as to an undivided 50% interest, and Plumb Land Investment, LLC, a Utah limited liability company, as to an undivided 50% interest
 Tax ID Number(s): AV-1328-A

In connection with the conveyance of the above referenced parcel(s), Grantor hereby conveys to Grantee without warranty, except for a warranty of title as to all claiming title by or through Grantor, the following interests in water and/or makes the following disclosures:

Check one box only

- 1 ☒ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed.
 2 ☐ Only a portion of Grantor's water rights are being conveyed. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked)
 3 ☐ No water rights are being conveyed.
 4 ☐ Water rights are being conveyed by separate deed.

Proceed to Section

A

B

C

C

Important Notes
(see other side)

Section

A	The water right(s) being conveyed include Water Right No(s) <u>81-4536</u> along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights (Proceed to Section C)	N1 N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply) ☐ All of Water Rights No(s) _____ ☐ _____ acre-feet from Water Right No. _____ for: _____ families _____ acres of irrigated land: stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ ☐ _____ acre-feet from Water Right No. _____ for: _____ families _____ acres of irrigated land: stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N1 N4 N5 N5 N2
C	Disclosures By Grantor: (check all boxes that apply) ☐ Grantor is endorsing and delivering To Grantee stock certificates for _____ Shares stock in the following water company: _____ ☐ Culinary water service is provided by: _____ ☐ Outdoor water service is provided by: _____ ☐ There is no water service available to Grantor's Parcel(s). ☐ Other water related disclosures: _____	N6 N7 N8 N9 N10

Attach and sign additional copies of this form if more space is needed.

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

Grantor's Signature: Main Street Zion L.L.C., a Nevada limited liability company

Aaron V Blackham, Manager

Grantee's Acknowledgment of Receipt: Ciel Holdings, L.L.C., a Utah limited liability company

Plumb Land Investment, LLC, a Utah limited liability company

ESIGN | 20240315135307156

Walter J. Plumb, IV

Walter J. Plumb, III, Manager

Walter J. Plumb, IV, Manager

Grantee's Address: 201 S Main St. #2000, Salt Lake, Utah 84111

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



Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Office File Number: 229667

Issuing Office: Southern Utah Title Company

Property Address: (Not Yet Addressed / Unimproved Land), Apple Valley, Utah 84737

SCHEDULE A

Name and Address of Title Insurance Company: **Southern Utah Title Company, 20 N. Main #300, St. George, UT 84770**

Policy Number: **OY-08000901**

Amount of Insurance: \$ **200,000.00**

Premium: \$ **1,450.00**

Date of Policy: **March 15, 2024 at 3:07 PM**

1. The Insured is:

Ciel Holdings, L.L.C., a Utah limited liability company, as to an undivided 50% interest, and Plumb Land Investment, LLC, a Utah limited liability company, as to an undivided 50% interest

2. The estate or interest in the Land insured by this policy is: **fee simple**

3. Title is vested in:

Ciel Holdings, L.L.C., a Utah limited liability company, as to an undivided 50% interest, and Plumb Land Investment, LLC, a Utah limited liability company, as to an undivided 50% interest

4. The land referred to in this policy is situated in the County of Washington, State of Utah, and described as follows:

Commencing at the Northwest Corner of Section 29, Township 42 South, Range 11 West, Salt Lake Base and Meridian, and running thence South 89°57'52" East, along the Section line 2639.81 feet to the North Quarter Corner of said Section 29; thence South 0°05'25" East, along the Quarter Section line 1019.60 feet to the true point of beginning; thence North 89°58'45" East, 1003.04 feet; thence South 0°05'25" East, 572.41 feet; thence North 89°58'45" East, 502.43 feet; thence South 0°05'25" East, 562.64 feet; thence North 89°58'45" East, 1136.51 feet to a point on the Section line; thence South 0°06'19" East, along the Section line 480.65 feet to the East Quarter Corner of said Section 29; thence South 89°58'45" West along the Quarter Section line 2642.11 feet to the Center of said Section 29; thence North 0°05'25" West along the Quarter Section line 1615.71 feet to the true point of beginning.

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For reference only:

Page 1 | Reference Number: 229667 | Underwriter: Old Republic National Title Insurance Company | My8xOC8yNC1KQw

SCHEDULE BPolicy Number: **OY-08000901****EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

General (Standard) Exceptions

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be by an inspection of the land or which may be asserted by persons in possession, or claiming be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

EXCEPTION NO(S) NONE are hereby omitted

Special Exceptions

8. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
9. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said property.
10. Taxes for the current year 2024 which are liens, but not yet due or payable.

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For reference only:

Page 2 | Reference Number: 229667 | Underwriter: Old Republic National Title Insurance Company | My8xOC8yNC1KQw

American Land Title Association

ALTA Owners Policy

11. Subject to a Right of Way Easement in favor of California-Pacific Utilities Company, for the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, and rights incidental thereto, as set forth in Instrument recorded August 5, 1974, as Entry No. [162067](#), in Book 156 at Page(s) 484, Official Washington County Records, a strip of land 10.0 feet in width, described as follows: (Affects this and other property)
12. Liability to Assessments levied by Washington County for the Southeastern Special Service District for fire protection facilities and services, as disclosed by Resolution No. 668, dated November 10, 1997, recorded November 12, 1997, as Entry No. [582401](#), in Book 1149, at Pages 208-212, Official Washington County Records. (Affects this and other property)
13. Subject to the location of "approximate location of right of ways" as they affect subject property, as set forth on the Washington County Ownership Plat.
14. Resolution No. 2011-25, dated September 1, 2011, creating the Big Plains Water and Sewer Special Service District, to provide water and sewerage services within said boundaries of the municipality of Apple Valley Town, as recorded October 18, 2011, as Doc. No. [20110031703](#), Official Washington County Records. (Affects this and other property)

Town of Apple Valley, Utah Resolution No. 2019-01, A Resolution Modifying, Limiting, and Revoking the Delegation of Authority to The Big Plains Water and Sewer Special Services District, recorded January 9, 2019, as Doc. No. [20190000956](#), Official Washington County Records.

Big Plains Water and Sewer Special Service District, Resolution No. BPW-R-2022-14, a Resolution Changing the Name of The District, recorded December 16, 2022, as Doc. No. [20220053344](#), Official Washington County Records.

15. Liability to Assessments levied by the Ash Creek Special Service District, as disclosed by Instrument recorded October 16, 1985, as Entry No. [283078](#), in Book 390, at Page(s) 907-916, Official Washington County Records. (Affects this and other property)

Resolution No. 2022-3000, A Resolution Annexing the Property Within the Municipal Limits of the Town of Apple Valley into Ash Creek Special Service District, recorded November 30, 2022, as Doc. No. [20220051469](#), Official Washington County Records.

Ash Creek Special Service District Apple Valley Annexation, recorded November 30, 2022, as Doc. No. [20220051468](#), Official Washington County Records.

16. Any Afterassessment and/or Rollback of Taxes which may become a lien on said Land by reason of an Annual Application for Assessment and Taxation of Agricultural Lands 1969 Farmland Assessment Act, executed by Main Street Zion LLC, recorded June 4, 2018, as Doc No. [20180023169](#), Official Washington County Records.
17. Subject to an Ingress/Egress Access Easement and Utility Easement Grants in favor of Cedar Vista, LLC, for maintaining access utility improvements, and rights incidental thereto, as set forth in Instrument recorded January 12, 2021, as Doc No. [20210002452](#), Official Washington County Records.
18. Subject to an Ingress/Egress Access Easement and Utility Easement Grants in favor of Travis Well, for maintaining access utility improvements, and rights incidental thereto, as set forth in Instrument recorded January 12, 2021, as Doc No. [20210002454](#), Official Washington County Records.

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For reference only:

Page 3 | Reference Number: 229667 | Underwriter: Old Republic National Title Insurance Company | My8xOC8yNC1KQw

ALTA OWNER'S POLICY OF TITLE INSURANCE

Policy Number **OY-08000901**

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

Issued through the Office of:

Southern Utah Title Company
(435) 628-0404
20 N. Main #300
St. George, UT 84770

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd. Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

Southern Utah Title Company

By: Joseph McPhie

Authorized Signatory

By

C. Monroe

President

Attest

David Wald

Secretary

3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.

- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 - 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 - 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 - 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 - 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 - 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

- g. "Insured":
 - i.
 - (a) The Insured named in Item 1 of Schedule A;
 - (b) the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c) the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d) the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e) the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - 1. an Affiliate;
 - 2. a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - 3. a spouse who receives the Title because of a dissolution of marriage;
 - 4. a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - 5. another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*
To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.
- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*
 - i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,
 all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

ORT Form 4765

ALTA Owner's Policy of Title Insurance 2021 v. 01.00

07/01/2021

- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.
- d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.



Town of Apple Valley

1777 N Meadowlark Dr
Apple Valley UT 84737
T: 435.877.1190 | F: 435.877.1192
www.applevalleyut.gov

Parcel ID#

AV-1328-A

Item 17.

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, Cecil Holdings and Plums Land Investment am/are the applicant(s) of the application known as
_____ located on parcel(s)
AV-1328-A within the Town of Apple Valley, Washington County, Utah.

By my/our signatures(s) below, I/we do hereby acknowledge and agree to the following:

1. Approval of a development application by the Town does not guarantee that sufficient water will be available to serve the zone, project, subdivision, or development for which this application is being submitted; and
2. Prior to receiving approval for the application, the applicant shall be required by the Town of Apple Valley to provide a Preliminary Water Service letter from the Big Plains Water Special Service District ("District") which verifies the conditions required to provide services to the project, subdivision or development; and
3. The applicant assumes the entire risk of water availability for the project, subdivision or development and/or application.

Signature(s):

[Signature]
Name

Cecil Holdings and Plums Land Investment
Applicant/Owner

June 24, 2024
Date

Name

Applicant/Owner

Date

Name

Applicant/Owner

Date

State of Utah)
)
County of Salt Lake)

On this 24th day of June, in the year 2024, before me, Chantelle Martin Taylor a notary public, personally appeared Walter Plumb, 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. Chantelle Martin Taylor
(notary signature)

(seal)





Town of Apple Valley
1777 N Meadowlark Dr
Apple Valley UT 84737
T: 435.877.1190 | F: 435.877.1192
www.applevalleyut.gov

See Fee Schedule Page 2 NO FEE

Item 18.

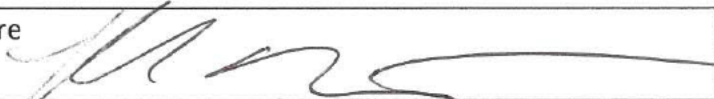
Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

Owner: Michael Barrett	Phone: [REDACTED]
Address: [REDACTED]	Email: [REDACTED]
City: [REDACTED]	State: [REDACTED] Zip: [REDACTED]
Agent: (If Applicable) N/A	Phone: N/A
Address/Location of Property: Same as above	Parcel ID: AV-1378-E and AV-1378-L
Existing Zone: OST – Open Space Transition	Proposed Zone: A-X Agricultural Zone
For Planned Development Purposes: Acreage in Parcel _____ Acreage in Application ^{22.12} _____	
Reason for the request is harmonious with the overall character of existing development in the vicinity of the subject property and use	

Submittal Requirements: The zone change application shall provide the following:

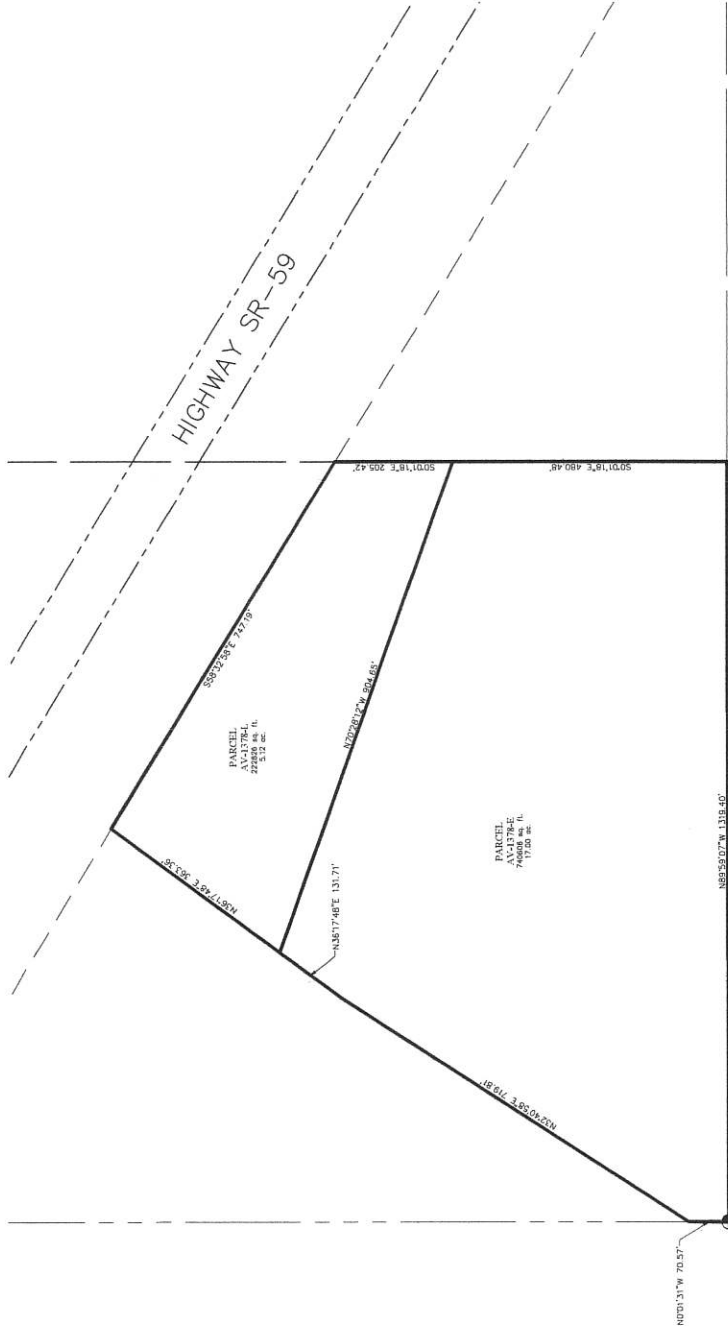
- ☒ A. The name and address of owners in addition to above owner.
- ☒ B. An accurate property map showing the existing and proposed zoning classifications
- ☒ C. All abutting properties showing present zoning classifications
- ☒ D. An accurate legal description of the property to be rezoned
- ☐ E. ~~N/A~~ A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project.
- ☐ F. Stamped envelopes with the names and address of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- ☒ G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- ☐ H. ~~N/A~~ Signed and notarized Acknowledgement of Water Supply (see attached).

Applicant Signature 	Date 08/06/2024
--	-----------------

Official Use Only	Amount Paid: \$	Receipt No:
Date Received: RECEIVED AUG 06 2024	Date Application Deemed Complete:	
By:	By:	



(24x36)
SCALE 1" = 100'
(11x17)
SCALE 1" = 200'



WEST QUARTER CORNER SECTION 23,
TOWNSHIP 43 SOUTH, RANGE 11 WEST,
SALT LAKE BASE AND MERIDIAN

THESE DRAWINGS OR ANY PORTION THEREOF SHALL NOT BE USED
FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE
AUTHOR. ANY REPRODUCTION OR TRANSMISSION OF THESE
DRAWINGS IN ANY FORM OR BY ANY MEANS WITHOUT THE
WRITTEN PERMISSION OF THE AUTHOR IS PROHIBITED.

LOT LINE ADJUSTMENT
APPLE VALLEY, UTAH

BARRETT PARCELS

1040 E. 800 N. 44097
PREM. UTAH
(60') 01E-0592

**Northern
ENGINEERING INC**
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT



NO.	REVISION	BY	DATE	APPROVED	DATE
1	ORIGINAL	BY	DATE	APPROVED	DATE
2					
3					
4					
5					
6					
7					
8					
9					
10					

10-3-21-07-10 1040 E. 800 N. 44097 PREM. UTAH (60') 01E-0592 1/20/2024 8:27 AM

Item 18.

**BOUNDARY DESCRIPTION
BARRETT PARCEL 1
AV-1378-L
APPLE VALLEY, UTAH**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SLB&M, APPLE VALLEY, UTAH, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE N.00°01'31"W. A DISTANCE OF 782.57 FEET ALONG THE SECTION LINE; THENCE EAST A DISTANCE OF 466.97 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N.36°17'48"E. A DISTANCE OF 363.36 FEET; THENCE S.58°32'58"E. A DISTANCE OF 747.19 FEET; THENCE S.00°01'18"E. A DISTANCE OF 205.42 FEET; THENCE N.70°28'12"W. A DISTANCE OF 904.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 222,826 SQ.FT. OR 5.12 ACRES.

**BOUNDARY DESCRIPTION
BARRETT PARCEL 2
AV-1378-E
APPLE VALLEY, UTAH**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SLB&M, APPLE VALLEY, UTAH, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE N.00°01'31"W. A DISTANCE OF 70.57 FEET ALONG THE SECTION LINE; THENCE N.32°40'58"E. A DISTANCE OF 719.81 FEET; THENCE N.36°17'48"E. A DISTANCE OF 131.71 FEET; THENCE S.70°28'12"E. A DISTANCE OF 904.65 FEET; THENCE S.00°01'18"E. A DISTANCE OF 480.48 FEET TO A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 23; THENCE N.89°59'07"W. A DISTANCE OF 1319.40 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.
CONTAINING 740,606 SQ.FT. OR 17.00 ACRES.

Warranty Deed Page 1 of 6
 Russell Shirts Washington County Recorder
 03/17/2020 03:42:56 PM Fee \$40.00 By
 SOUTHERN UTAH TITLE COMPANY

When recorded mail deed and tax notice to:

Michael Barrett
 P.O. Box 12623
 Ogden, UT 84412



**SOUTHERN UTAH
 TITLE COMPANY**
"Doing good Deeds for over 70 years"
 www.sutitle.com

Order No. 208479 - EFP
 Tax I.D. No. AV-1378-L and AV-1378-E

Space Above This Line for Recorder's Use

WARRANTY DEED

Pamela S. Ward, also known as Pamela Sue Ward, grantor(s), of Hurricane, County of Washington, State of Utah, hereby **CONVEY** and **WARRANT** to

Michael Barrett, unmarried man, grantee(s) of Ogden, County of Beaver, State of Utah, for the sum of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION** the following described tract of land in Washington County, State of Utah:

See Attached Exhibit "A"

TOGETHER WITH all improvements and appurtenances there unto belonging, and being **SUBJECT TO** easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand(s) of said grantor(s), this 16TH day of March, 2019.

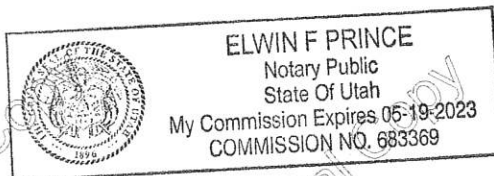

 Pamela S. Ward

STATE OF Utah)

:ss.

COUNTY OF Washington)

On the 16th day of March, 2019, personally appeared before me, Pamela S. Ward, the signer of the within instrument who duly acknowledged to me that he/she executed the same.




 NOTARY PUBLIC

My Commission Expires:

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: Pamela S. Ward, also known as Pamela Sue Ward
Grantee: Michael Barrett, unmarried man
Tax ID Number(s): AV-1378-L and AV-1378-E

In connection with the conveyance of the above referenced parcel(s), Grantor hereby conveys to Grantee without warranty, except for a warranty of title as to all claiming title by or through Grantor, the following interests in water and/or makes the following disclosures:

Check one box only

- 1 ☐ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed.
2 ☒ Only a portion of Grantor's water rights are being conveyed. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked)
3 ☐ No water rights are being conveyed.
4 ☐ Water rights are being conveyed by separate deed.

Proceed to Section

A
B
C
C

Important Notes
(see other side)

Section		
A	The water right(s) being conveyed include Water Right No(s). <u>81-3970 (A43996a) and 81-4242 (A43996a)</u> along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights (Proceed to Section C)	N1 N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply) ☐ All of Water Rights No(s). <u>81-3970 (A43996a) and 81-4242 (A43996a)</u> ☒ 1.0 acre-feet from Water Right No. <u>81-3970 (A43996a)</u> for: <u> </u> families <u>20</u> acres of irrigated land: stock water for <u> </u> Equivalent Livestock Units; and/or for the following other uses: <u> </u> ☒ 1.0 acre-feet from Water Right No. <u>81-4242 (A43996a)</u> for: <u> </u> families <u>20</u> acres of irrigated land: stock water for <u> </u> Equivalent Livestock Units; and/or for the following other uses: <u> </u> Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N1 N4 N5 N5 N2
C	Disclosures By Grantor: (check all boxes that apply) ☐ Grantor is endorsing and delivering To Grantee stock certificates for Shares stock in the following water company: ☐ Culinary water service is provided by: ☐ Outdoor water service is provided by: ☐ There is no water service available to Grantor's Parcel(s). ☒ Other water related disclosures: See Application a43134	N6 N7 N8 N9 N10

Attach and sign additional copies of this form if more space is needed.

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

Grantor's Signature:

Pamela S. Ward

Grantee's Acknowledgment of Receipt:

Michael Barrett

Grantee's Address: P.O. Box 12623, Ogden, Utah 84412

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

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: Pamela S. Ward, also known as Pamela Sue Ward
Grantee: Michael Barrett, unmarried man
Tax ID Number(s): AV-1378-L and AV-1378-E

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- 1 ☐ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed.
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B
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Important Notes
(see other side)

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Grantor's Signature: Pamela S. Ward
Pamela S. Ward

Grantee's Acknowledgment of Receipt:

Michael Barrett

Grantee's Address: P.O. Box 12623, Ogden, Utah 84412

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

**ZONE CHANGE APPLICATION – APPLE VALLEY
LOT LINE ADJUSTMENT – WASHINGTON COUNTY – RECORDED 08/02/2024**

Item 18.

1749 E. 2260 S.
Apple Valley, UT, 84737
Parcel 1, AV-1378-L = 5.12 ACRES
Parcel 2, AV-1378-E = 17 ACRES



First American Title Insurance Company

POLICY OF TITLE INSURANCE

SCHEDULE A

File No. **208479**

Policy No. **5011400-2641022e**

Address Reference: 1749 East 2260 South, Apple Valley, Utah 84737, as to Parcel 1 and Not Yet Addressed / Unimproved Land,
Apple Valley, Utah 84737, as to Parcel 2

Amount of Insurance: **\$395,255.00**

Premium: **\$1,867.00**

Date of Policy: **March 17, 2020 at 3:42 PM**

1. Name of Insured:

Michael Barrett, unmarried man

2. The estate or interest in the land that is insured by this policy is: **FEE SIMPLE, as to Parcel 1 and Parcel 2; and
EASEMENT INTEREST, as to Parcel 3**

3. Title is vested in:

Michael Barrett, unmarried man

4. The land referred to in this policy is situated in the County of Washington, State of Utah, and described as follows:

See attached Exhibit A-Legal Description

**ZONE CHANGE APPLICATION – APPLE VALLEY
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1749 E. 2260 S.
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Policy No. 5011400-2641022e
File No. 208479
Page No. 2

**EXHIBIT A
Legal Description**

Parcel 1:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°01'31" WEST, ALONG THE SECTION LINE 70.57 FEET; THENCE NORTH 32°40'58" EAST 719.81 FEET; THENCE NORTH 36°17'48" EAST, 122.35 FEET; THENCE SOUTH 90°00'00" EAST 401.31 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 31°27'02" EAST 150.00 FEET; THENCE SOUTH 58°32'58" EAST, 150.00 FEET; THENCE SOUTH 31°27'02" WEST 150.00 FEET; THENCE NORTH 58°32'58" WEST, 150.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°01'31" WEST, ALONG THE SECTION LINE 70.57 FEET; THENCE NORTH 32°40'58" EAST 719.81 FEET; THENCE NORTH 36°17'48" EAST, 495.07 FEET; THENCE SOUTH 58°32'58" EAST, 747.19 FEET TO A POINT ON THE 1/16 SECTION LINE; THENCE SOUTH 0°01'18" EAST, 685.90 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW¼NW¼) OF SAID SECTION 23; THENCE NORTH 89°59'14" WEST, ALONG THE QUARTER SECTION LINE, 1319.34 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM the following described property:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°01'31" WEST, ALONG THE SECTION LINE 70.57 FEET; THENCE NORTH 32°40'58" EAST 719.81 FEET; THENCE NORTH 36°17'48" EAST, 122.35 FEET; THENCE SOUTH 90°00'00" EAST 401.31 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 31°27'02" EAST 150.00 FEET; THENCE SOUTH 58°32'58" EAST, 150.00 FEET; THENCE SOUTH 31°27'02" WEST 150.00 FEET; THENCE NORTH 58°32'58" WEST, 150.00 FEET TO THE TRUE POINT OF BEGINNING.

Parcel 3:

AN EASEMENT FOR INGRESS AND EGRESS SIX (6) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE, AS CREATED BY WARRANTY DEED, RECORDED OCTOBER 31, 2008, AS DOC. NO. 20080041817, OFFICIAL WASHINGTON COUNTY RECORDS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°01'31" WEST ALONG THE SECTION LINE, 70.57 FEET; THENCE NORTH 32°40'58" EAST, 719.81 FEET; THENCE NORTH 36°17'48" EAST, 495.07 FEET; THENCE SOUTH 58°32'58" EAST 55.17 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE SOUTH 36°18'57" WEST 6.02 FEET; THENCE SOUTH 58°32'58" EAST, 268.21 FEET TO THE END OF SAID EASEMENT.

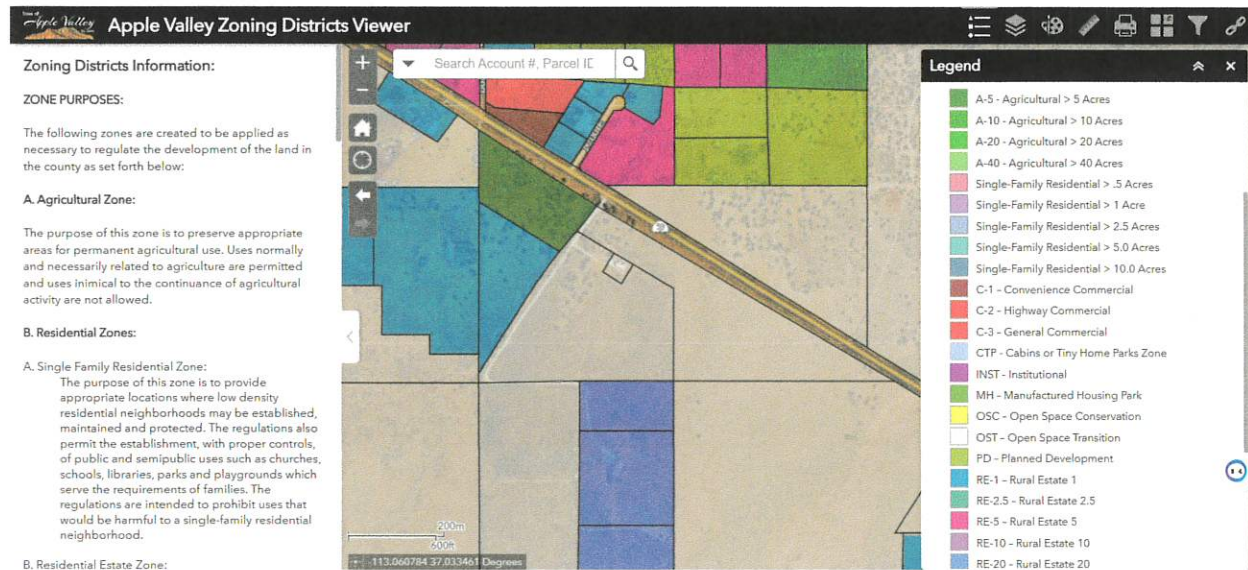
ALSO, AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE EASTERLY 12 FEET OF THAT CERTAIN 60 FOOT EASEMENT AS CREATED BY QUIT-CLAIM DEED RECORDED JANUARY 25, 1995, AS ENTRY NO. 490465, IN BOOK 881, AT PAGES 803-804, OFFICIAL WASHINGTON COUNTY RECORDS.

**ZONE CHANGE APPLICATION – APPLE VALLEY
LOT LINE ADJUSTMENT – WASHINGTON COUNTY – RECORDED 08/02/2024**

Item 18.

1749 E. 2260 S.
Apple Valley, UT, 84737
Parcel 1, AV-1378-L = 5.12 ACRES
Parcel 2, AV-1378-E = 17 ACRES

HISTORIC –

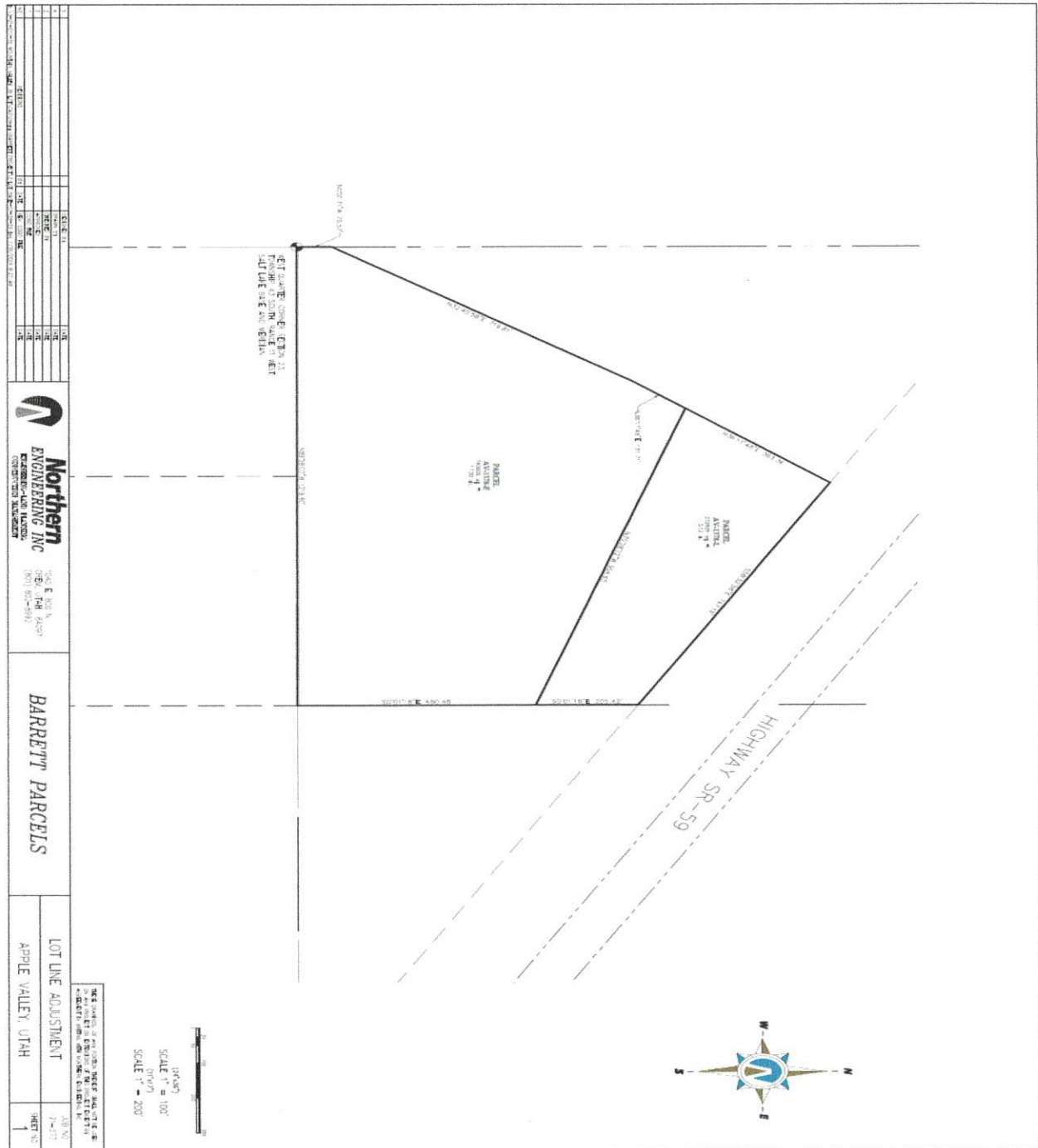


**ZONE CHANGE APPLICATION – APPLE VALLEY
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NEW LOT-LINE ADJUSTED - RECORDED WASHCO –



**ZONE CHANGE APPLICATION – APPLE VALLEY
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Value

Account Number 0499015	Name BARRETT MICHAEL	Market (2024)	\$311,040		
		Taxable	\$432		
Parcel Number AV-1378-E	1749 E 2260 S APPLE VALLEY, UT 84737	Tax Area: 45 Tax Rate: 0.006853			
Tax District 45 - Apple Valley Town		Type	Actual	Assessed	Acres
Acres 21.60 (AJUSTED TO 17 ACRES)		Farm			21.600
		Land FAA	\$311,040	\$432	(17 AC)

Situs 7854 S 9500 E ,
APPLE VALLEY

Parent Accounts 0155625
0468580

Parent Parcels 1378-A
1378-D

Child Accounts 0504319
0509326
0835878

Child Parcels 1378-F
1378-G
AV-1378-L

**ZONE CHANGE APPLICATION – APPLE VALLEY
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Item 18.

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OLD LEGAL: S: 23 T: 43S R: 11W BEG W1/4 COR SEC 23 T43S R11W TH
N0°01'31"W ALG SEC/L 70.57 FT; TH N32°40'58"E 719.81 FT; TH N36°17'48"E 495.07
FT; TH S58°32'58"E 747.19 FT; TH S0°01'18"E 685.90 FT TO SE COR SW1/4 NW1/4
SEC 23; TH N89°59'14"W 1319.34 FT TO POB.

LESS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 23,
TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, AND
RUNNING THENCE NORTH 0°01'31" WEST, ALONG THE SECTION LINE 70.57
FEET; THENCE NORTH 32°40'58" EAST, 719.81 FEET; THENCE NORTH 36°17'48"
EAST, 122.35 FEET; THENCE SOUTH 90°00'00" EAST 401.31 FEET TO THE TRUE
POB; THENCE NORTH 31°27'02" EAST 150.00 FEET; THENCE SOUTH 58°32'58"
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NEW LEGAL: A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF
THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11
WEST, SLB&M, APPLE VALLEY, UTAH, SAID PARCEL BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23, SAID
POINT BEING THE TRUE POINT OF BEGINNING;

THENCE N.00°01';31"W. A DISTANCE OF 70.57 FEET ALONG THE SECTION LINE;
THENCE N.32°40'58"E. A DISTANCE OF 719.81 FEET; THENCE N.36°17'48"E. A
DISTANCE OF 131.71 FEET; THENCE S.70°28'12"E. A DISTANCE OF 904.65 FEET;
THENCE S.00°01'18"E. A DISTANCE OF 480.48 FEET TO A POINT ON THE EAST-
WEST QUARTER SECTION LINE OF SAID SECTION 23; THENCE N.89°59'07"W. A
DISTANCE OF 1319.40 FEET ALONG SAID SECTION LINE TO THE POINT OF
BEGINNING.

CONTAINING 740,606 SQ.FT. OR 17.00 ACRES.

ZONE CHANGE APPLICATION – APPLE VALLEY **LOT LINE ADJUSTMENT – WASHINGTON COUNTY – RECORDED 08/02/2024**

Item 18.

1749 E. 2260 S.
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 Parcel 1, AV-1378-L = 5.12 ACRES
 Parcel 2, AV-1378-E = 17 ACRES

Apple Valley Zoning Districts Viewer

Zoning Districts Information:

ZONE PURPOSES:

The following zones are created to be applied as necessary to regulate the development of the land in the county as set forth below:

A. Agricultural Zone:

The purpose of this zone is to preserve appropriate areas for permanent agricultural use. Uses normally and necessarily related to agriculture are permitted and uses inimical to the continuance of agricultural activity are not allowed.

B. Residential Zones:

A. Single Family Residential Zone:

The purpose of this zone is to provide appropriate locations where low density residential neighborhoods may be established, maintained and protected. The regulations also permit the establishment, with proper controls, of public and semipublic uses such as churches, schools, libraries, parks and playgrounds which serve the requirements of families. The regulations are intended to prohibit uses that would be harmful to a single-family residential neighborhood.

B. Residential Estate Zone:

Search Account #, Parcel ID

(1 of 2)

Address Information:

Account ID: 835878
 Address:
 Subdivision:
[Zoom In](#)

Legend

- A-5 - Agricultural > 5 Acres
- A-10 - Agricultural > 10 Acres
- A-20 - Agricultural > 20 Acres
- A-40 - Agricultural > 40 Acres
- Single-Family Residential > .5 Acres
- Single-Family Residential > 1 Acre
- Single-Family Residential > 2.5 Acres
- Single-Family Residential > 5.0 Acres
- Single-Family Residential > 10.0 Acres
- C-1 - Convenience Commercial
- C-2 - Highway Commercial
- C-3 - General Commercial
- CTP - Cabins or Tiny Home Parks Zone
- INST - Institutional
- MH - Manufactured Housing Park
- OSC - Open Space Conservation
- OST - Open Space Transition
- PD - Planned Development
- RE-1 - Rural Estate 1
- RE-2.5 - Rural Estate 2.5
- RE-5 - Rural Estate 5
- RE-10 - Rural Estate 10
- RE-20 - Rural Estate 20

Washington County

Document Search | Account Search | Help | About | Logout public

Sort Results By
 Document ID

Sort Order
 Ascending

[Printer friendly view](#)

Query: AccountNumID = 0835878

Showing 1 result on 1 page

Account#	Summary
0835878	Parcel #: AV-1378-L Situs: 1749 E 2260 S APPLE VALLEY 847370000 Acres: 0.52 Version: 06/22/2023 12:51:06-293 PM to: MAX Owner: BARRETT MICHAEL Legal: S: 23 T: 43S R: 11W COM AT W1/4 COR OF SEC 23 T43S R11W ...

ZONE CHANGE APPLICATION – APPLE VALLEY **LOT LINE ADJUSTMENT – WASHINGTON COUNTY – RECORDED 08/02/2024**

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B. Residential Estate Zone:

AV-1378-E

Show search results for AV-137...

Address Information:
 Account ID: 499015
 Address:
 Subdivision:
[Zoom to](#)

Legend

Apple Valley Zoning Viewer

Town Boundary

Zoning Districts

- A-5 - Agricultural > 5 Acres
- A-10 - Agricultural > 10 Acres
- A-20 - Agricultural > 20 Acres
- A-40 - Agricultural > 40 Acres
- Single-Family Residential > .5 Acres
- Single-Family Residential > 1 Acre
- Single-Family Residential > 2.5 Acres
- Single-Family Residential > 5.0 Acres
- Single-Family Residential > 10.0 Acres
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- C-2 - Highway Commercial
- C-3 - General Commercial
- CTP - Cabins or Tiny Home Parks Zone
- INST - Institutional
- MH - Manufactured Housing Park
- OSC - Open Space Conservation
- OST - Open Space Transition
- PD - Planned Development

WASHINGTON COUNTY
 YOUR AMBIGUOUS COUNTY

Document Search | Account Search | Help | About | Logout public

Sort Results By

Document Id

Sort Order

Ascending

[Printer friendly view](#)

Query: AccountNumID = 0499015

Showing 1 result on 1 page

Account#	Summary
0499015	Parcel #: AV-1378-E Situs: 7854 S 9500 E APPLE VALLEY 847370000 Acres: 21.60 Version: 06/08/2023 04:53:13-210 PM to: MAX Owner: BARRETT MICHAEL Legal: S: 23 T: 43S R: 11W BEG W1/4 COR SEC 23 T43S R11W TH N0°...

**ZONE CHANGE APPLICATION – APPLE VALLEY
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Parcel 2, AV-1378-E = 17 ACRES

Account 0835878

Location	Owner	Value
----------	-------	-------

Account Number 0835878

Parcel Number AV-1378-L

Tax District 45 - Apple Valley Town

Acres 0.52 (**ADJUSTED TO 5.12
ACRES**)

Situs 1749 E 2260 S , APPLE
VALLEY

Parent Accounts 0499015

Parent Parcels AV-1378-E

Child Accounts

Child Parcels

Sibling Accounts

Sibling Parcels

**ZONE CHANGE APPLICATION – APPLE VALLEY
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LESS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 23,
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RUNNING THENCE NORTH 0°01'31" WEST, ALONG THE SECTION LINE 70.57
FEET; THENCE NORTH 32°40'58" EAST, 719.81 FEET; THENCE NORTH 36°17'48"
EAST, 122.35 FEET; THENCE SOUTH 90°00'00" EAST 401.31 FEET TO THE TRUE
POB; THENCE NORTH 31°27'02" EAST 150.00 FEET; THENCE SOUTH 58°32'58"
EAST 150.00 FEET; THENCE SOUTH 31°27'02" WEST 150.00 FEET; THENCE
NORTH 58°32'58" WEST 150.00 FEET TO THE TRUE POB. TOG W/EASEMENTS

NEW LEGAL: A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF
THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11
WEST, SLB&M, APPLE VALLEY, UTAH, SAID PARCEL BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE
N.00°01'31"W. A DISTANCE OF 782.57 FEET ALONG THE SECTION LINE; THENCE
EAST A DISTANCE OF 466.97 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N.36°17'48"E. A DISTANCE OF 363.36 FEET; THENCE S.58°32'58"E. A
DISTANCE OF 747.19 FEET; THENCE S.00°01'18"E. A DISTANCE OF 205.42 FEET;
THENCE N.70°28'12"W. A DISTANCE OF 904.65 FEET TO THE POINT OF
BEGINNING.

CONTAINING 222,826 SQ.FT. OR 5.12 ACRES.

ZONE CHANGE APPLICATION – APPLE VALLEY
LOT LINE ADJUSTMENT – WASHINGTON COUNTY – RECORDED 08/02/2024

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Parcel #: AV-1377-B-1 Acres: 7.78 A-5 - Agricultural	Owner: ASHMORE ECKO, ASHMORE ROGER M 2125 S STATE ST APPLE VALLEY 84737
Parcel #: AV-1376-D Acres 40.00 ZONE: OST Open Space Transitional	FOSTER CHARLES R TRUSTEES 51 N MEADOW DR PINE VALLEY, UT 84781-2229
Parcel #: 1376-J Acres: 19 ZONE: OST Open Space Transitional	FOSTER CHARLES R TRUSTEES 51 N MEADOW DR PINE VALLEY, UT 84781-2229 Parcel Number AV-1376-D
Parcel #: AV-1378-H-1-A Acres: 7.10 ZONE: RE-1 Rural Estate	Owner: BARLOW KURT I, BARLOW JOSEPH I, BARLOW AARON L 2278 S 1600 E APPLE VALLEY, UT 84737
Parcel #: AV-1378-G Acres: 20.00 ZONE: OST Open Space Transitional	Owner: CURTIS JASON & HOLLY 545 S 1530 W HURRICANE, UT 84737-2598
Parcel #: AV-1378-K Acres: 20 ZONE: RE-20 Rural Estate	Owner: GROSS MICHAEL JAMES & JENNIFER KAY 2499 S 1740 E APPLE VALLEY, UT 84737
Parcel #: AV-1378-D Acres: 19.58 ZONE: OST Open Space Transitional	LAND DEVELOPMENT SOLUTIONS LLC PO BOX 71653 SALT LAKE CITY, UT 84121
Parcel #: AV-1378-C Acres 52.51 ZONE: OST Open Space Transitional	LAND DEVELOPMENT SOLUTIONS LLC PO BOX 71653 SALT LAKE CITY, UT 84121



Town of Apple Valley
 1777 N Meadowlark Dr
 Apple Valley UT 84737
 T: 435.877.1190 | F: 435.877.1192
 www.applevalleyut.gov

See Fee Schedule Page 2 **NO FEE**

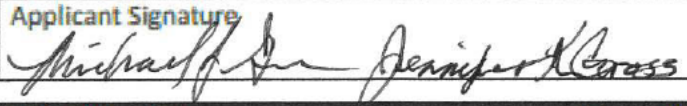
Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

Owner: Michael James and Jennifer Kay Gross		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable)		Phone:	
Address/Location of Property: Same as above		Parcel ID: AV-1378-F, AV-1378-J, AV-1378-K	
Existing Zone: RE-20		Proposed Zone: AG-X	
For Planned Development Purposes: Acreage in Parcel		Acreage in Application 5+10+5+20	
Reason for the request Is harmonious with the overall character of existing development in the vicinity of the subject property and use.			

Submittal Requirements: The zone change application shall provide the following:

- ☒ A. The name and address of owners in addition to above owner.
- ☒ B. An accurate property map showing the existing and proposed zoning classifications
- ☒ C. All abutting properties showing present zoning classifications
- ☒ D. An accurate legal description of the property to be rezoned
- ☐ E. A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project.
- ☐ F. Stamped envelopes with the names and address of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- ☒ G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- ☐ H. Signed and notarized Acknowledgement of Water Supply (see attached).

Applicant Signature 		Date 08/06/2024
Official Use Only	Amount Paid: \$	Receipt No:
Date Received RECEIVED AUG 06 2024	Date Application Deemed Complete:	
By:	By:	

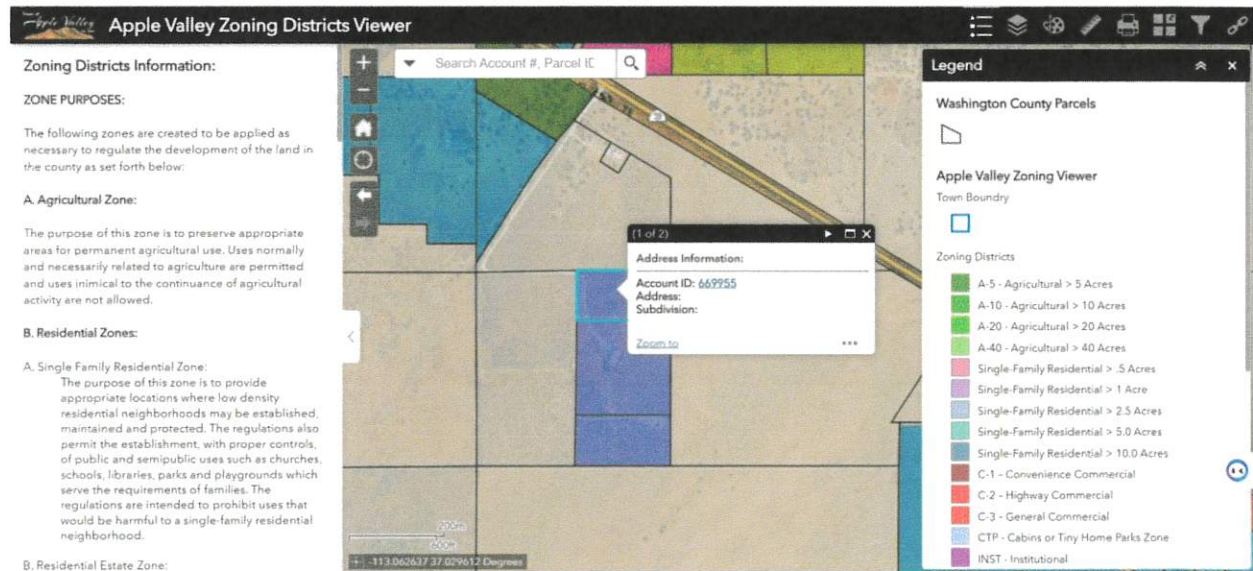
ZONE CHANGE APPLICATION
MICHAEL and JENNIFER GROSS
 2499 S 1740 E
 Apple Valley, UT 84737

PARCELS = AV-1378-F, AV-1378-J, AV-1378-K

Parcel #: AV-1378-K

Acres: 5.00

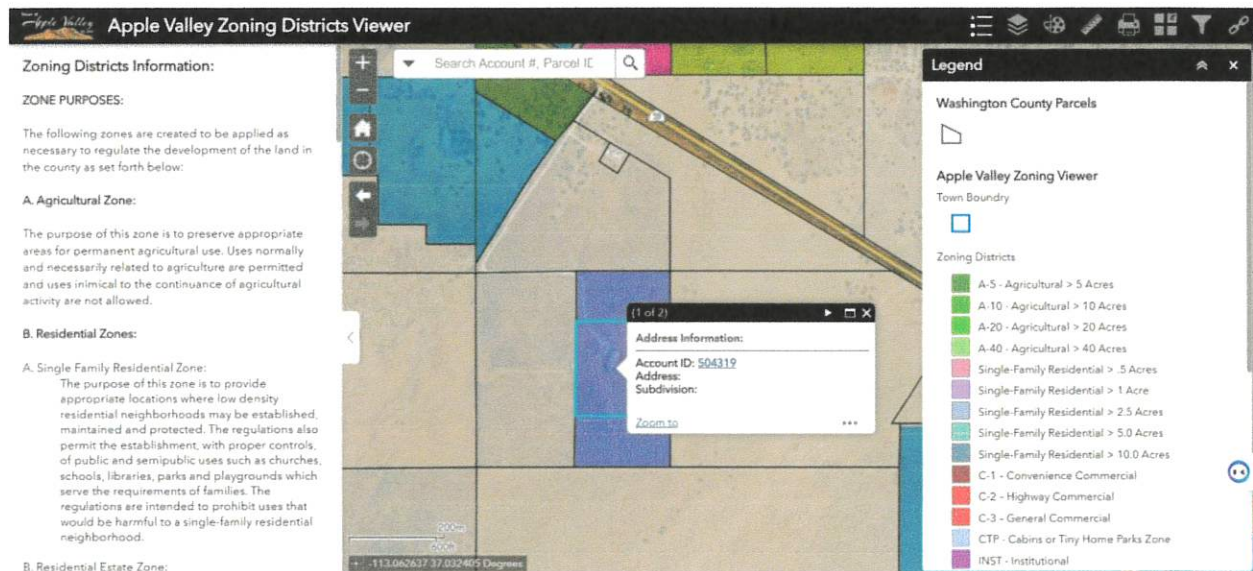
ZONE: RE-20



Parcel #: AV-1378-F

Acres: 10.00

ZONE: RE-20



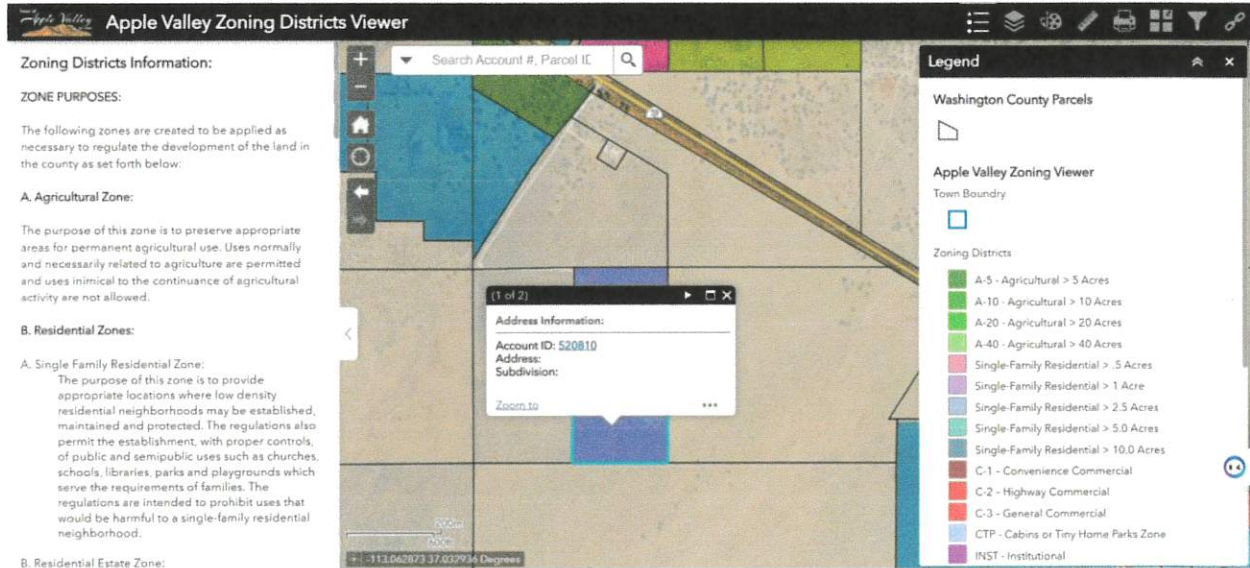
ZONE CHANGE APPLICATION
MICHAEL and JENNIFER GROSS
 2499 S 1740 E
 Apple Valley, UT 84737

PARCELS = AV-1378-F, AV-1378-J, AV-1378-K

Parcel #: AV-1378-J

Acres: 5.00

ZONE: RE-20



ZONE CHANGE APPLICATION
MICHAEL and JENNIFER GROSS
2499 S 1740 E
Apple Valley, UT 84737

Item 19.

PARCELS = AV-1378-F, AV-1378-J, AV-1378-K

NOTIFICATION

Parcel #: AV-1378-E, AV-1378-L Acres: 22.12 ZONE: OST Open Space Transitional	Owner: Michael Barrett 1749 E. 2260 S. APPLE VALLEY, UT 84737
Parcel #: AV-1378-G Acres: 20.00 ZONE: OST Open Space Transitional	Owner: CURTIS JASON & HOLLY 545 S 1530 W HURRICANE, UT 84737-2598
Parcel #: AV-1378-K, AV-1378-J, AV-1378-F Acres: 86.97 ZONE: OST Open Space Transitional	LAND DEVELOPMENT SOLUTIONS LLC PO BOX 71653 SALT LAKE CITY, UT 84121
Parcel #: AV-1378-D Acres: 19.58 ZONE: OST Open Space Transitional	LAND DEVELOPMENT SOLUTIONS LLC PO BOX 71653 SALT LAKE CITY, UT 84121
Parcel #: AV-1378-C Acres 52.51 ZONE: OST Open Space Transitional	LAND DEVELOPMENT SOLUTIONS LLC PO BOX 71653 SALT LAKE CITY, UT 84121

When recorded mail deed and tax notice to:

Michael James Gross

~~22353 Glenn Rd~~ 2499 S. 1740 E.~~Mount Vernon, WA 98273~~ Apple Valley UT

84737



**SOUTHERN UTAH
TITLE COMPANY**
"Doing good Deeds for over 70 years"
sutc.com

This document has been recorded electronically. Please see the attached copy to view the County Recorder's stamp as it now appears in the public record.

Order No. 209046 - DES

Tax I.D. No. AV-1378-F, AV-1378-K, and AV-1378-J

Space Above This Line for Recorder's Use

WARRANTY DEED

Pamela Sue Ward, Sole Trustee of Stephen and Pamela Ward Revocable Trust dated April 15, 2003, grantor(s), of Hurricane, County of Washington, State of Utah, hereby **CONVEY and WARRANT** to

Michael James Gross and Jennifer K. Gross, Husband and Wife, as Joint Tenants, grantee(s) of Mount Vernon, County of Skagit, State of Washington, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Washington County, State of Utah:

See Attached Exhibit "A"

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand(s) of said grantor(s), this 21 day of February, 2020.

Stephen and Pamela Ward Revocable Trust
dated April 15, 2003

By:

Pamela Sue Ward
Pamela Sue Ward, Sole Trustee

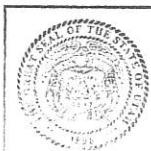
STATE OF Utah

)
:ss.

COUNTY OF Washington

)

On the 21st day of February, 2020, personally appeared before me, Pamela Sue Ward, Sole Trustee of Stephen and Pamela Ward Revocable Trust dated April 15, 2003, the signer of the within instrument who duly acknowledged to me that he/she executed the same.



ELWIN F PRINCE
Notary Public
State Of Utah
My Commission Expires 05-19-2023
COMMISSION NO. 683369

[Signature]
NOTARY PUBLIC

My Commission Expires:

Attachment to that certain Warranty Deed executed by Pamela Sue Ward, Sole Trustee of Stephen and Pamela Ward Revocable Trust dated April 15, 2003 grantor(s), to Michael James Gross and Jennifer K. Gross grantee(s).

Order No. 209046

Tax I.D. No. AV-1378-F, AV-1378-K, and AV-1378-J

EXHIBIT "A"

Parcel 1:

The East One-Half of the Northwest Quarter of the Southwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 23, Township 43 South, Range 11 West, Salt Lake Base and Meridian, Washington County Recorder, State of Utah.

LESS AND EXCEPTING THEREFROM the following described Parcels A and B:

A. The South One-Quarter of the East One-Half of the Northwest Quarter of the Southwest Quarter (S $\frac{1}{4}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 23, Township 43 South, Range 11 West, Salt Lake Base and Meridian, Washington County Recorder, State of Utah.

B. The North One-Quarter of the East One-Half of the Northwest Quarter of the Southwest Quarter (N $\frac{1}{4}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 23, Township 43 South, Range 11 West, Salt Lake Base and Meridian, Washington County Recorder, State of Utah.

Parcel 2:

The North One-Quarter of the East One-Half of the Northwest Quarter of the Southwest Quarter (N $\frac{1}{4}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 23, Township 43 South, Range 11 West, Salt Lake Base and Meridian, Washington County Recorder, State of Utah.

Parcel 3:

The South One-Quarter of the East One-Half of the Northwest Quarter of the Southwest Quarter (S $\frac{1}{4}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 23, Township 43 South, Range 11 West, Salt Lake Base and Meridian, Washington County Recorder, State of Utah.

Parcel 4:

An Easement 50 feet in width for ingress and egress, as created by Warranty Deed recorded March 20, 1995, as Entry No. 495267, in Book 894, at Page 482, Official Washington County Records, the center line of which is described as follows:

Beginning at the Northwest corner of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 23, Township 43 South, Range 11 West, Salt Lake Base and Meridian; thence South 89°59'28" East along the 1/16 Section line 663.89 feet to the Southerly Right of Way line of Highway U-59; thence South 58°32'58" East along said Right of Way line 160.80 feet to the True Point of Beginning; thence South 36°17'48" West 695.79 feet; thence South 32°40'38" West 719.81 feet to the West Section Line of Section 23; thence South to the 1/16 line of said Section. Said Easement shall continue as follows, being 50 feet South of the following described line: thence East along the 1/16 line 660 feet to Grantor's property.

Initials PSW

Warranty Deed Page 1 of 2
 Russell Shirts Washington County Recorder
 02/26/2020 09:20:03 AM Fee \$40.00 By
 SOUTHERN UTAH TITLE COMPANY

When recorded mail deed and tax notice to:

Michael James Gross
~~22353 Glenn Rd~~ 2499 S. 1740 E.
~~Mount Vernon, WA 98273~~ Apple Valley UT
 84737



SOUTHERN UTAH
 TITLE COMPANY
"Doing good Deeds for over 70 years"
 sutl.com

Order No. 209046 - DES
 Tax I.D. No. AV-1378-F, AV-1378-K, and AV-1378-J

Space Above This Line for Recorder's Use

WARRANTY DEED

Pamela Sue Ward, Sole Trustee of Stephen and Pamela Ward Revocable Trust dated April 15, 2003, grantor(s), of Hurricane, County of Washington, State of Utah, hereby **CONVEY** and **WARRANT** to

Michael James Gross and Jennifer K. Gross, Husband and Wife, as Joint Tenants, grantee(s) of Mount Vernon, County of Skagit, State of Washington, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Washington County, State of Utah:

See Attached Exhibit "A"

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand(s) of said grantor(s), this 21 day of February, 2020.

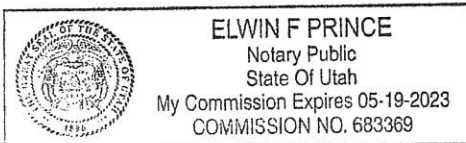
Stephen and Pamela Ward Revocable Trust
 dated April 15, 2003

By:

Pamela Sue Ward
 Pamela Sue Ward, Sole Trustee

STATE OF Utah)
)ss.
 COUNTY OF Washington)

On the 21st day of February, 2020, personally appeared before me, Pamela Sue Ward, Sole Trustee of Stephen and Pamela Ward Revocable Trust dated April 15, 2003, the signer of the within instrument who duly acknowledged to me that he/she executed the same.



[Signature]
 NOTARY PUBLIC

My Commission Expires:



Town of Apple Valley
1777 N Meadowlark Dr
Apple Valley UT 84737
T: 435.877.1190 | F: 435.877.1192
www.applevalleyut.gov

See Fee Schedule Page 2

Item 20.

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

Owner: <u>Matthew / Tiffanie Bullington</u>		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable) <u>400 RD / Coyote</u>		Phone: <u>AV-1351-E</u>	
Address/Location of Property: <u>400 RD / Coyote</u>		Parcel ID: <u>AV-1351-E</u>	
Existing Zone: <u>OST</u>		Proposed Zone: <u>AG-X</u>	
For Planned Development Purposes: Acreage in Parcel <u>5.01</u> Acreage in Application <u>5.01</u>			
Reason for the request <u>change zoning to Ag to start planning for house building</u>			

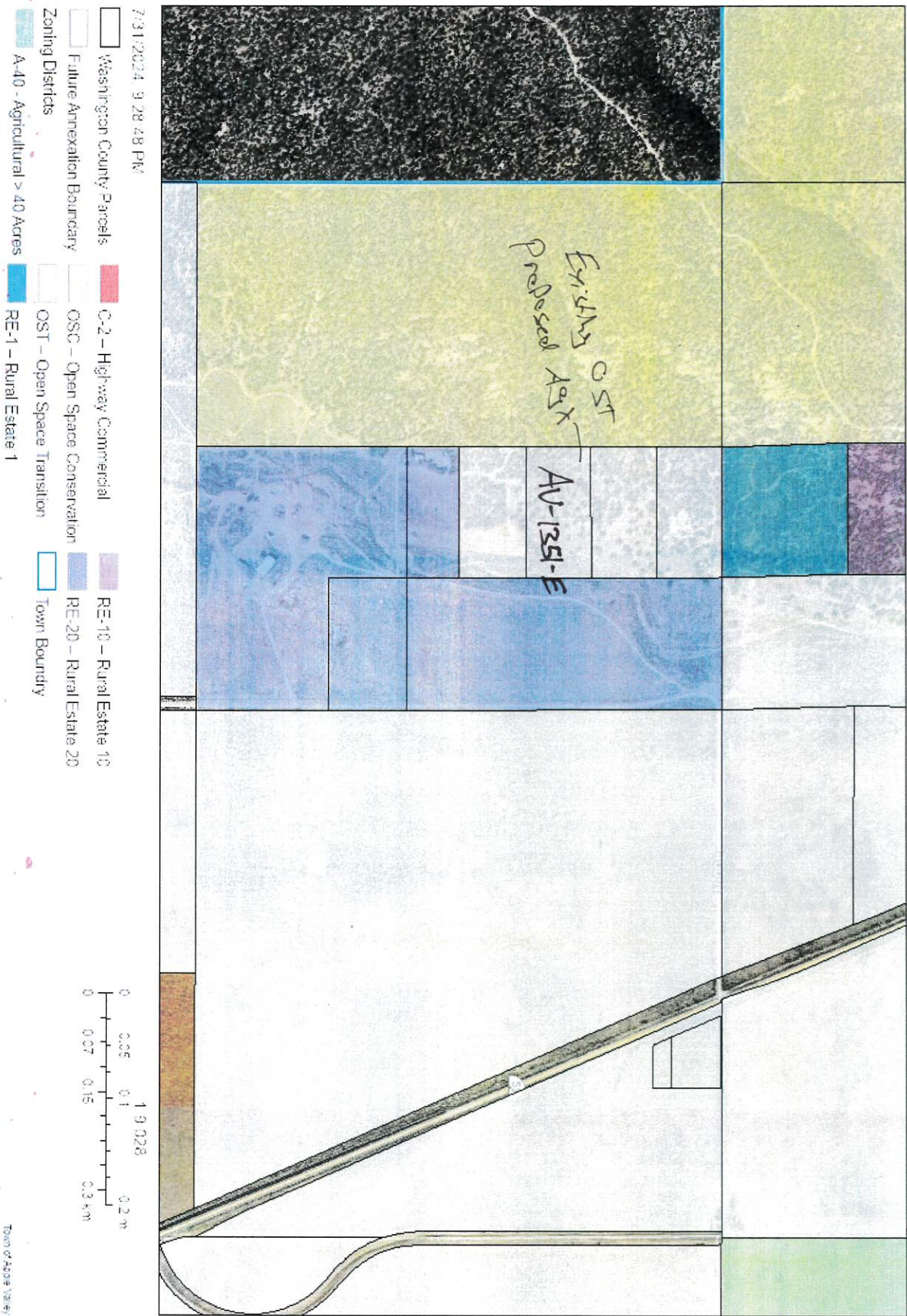
Submittal Requirements: The zone change application shall provide the following:

- ☒ A. The name and address of owners in addition to above owner.
- ☒ B. An accurate property map showing the existing and proposed zoning classifications
- ☒ C. All abutting properties showing present zoning classifications
- ☒ D. ^{- In Deed} An accurate legal description of the property to be rezoned
- ☒ E. ^{NA} A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project.
- ☐ F. Stamped envelopes with the names and address of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted only Prop That touches
- ☒ G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- ☒ H. ^{NA} Signed and notarized Acknowledgement of Water Supply (see attached).

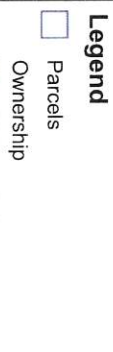
Applicant Signature <u>Memo Bull</u>	Date <u>8-1-24</u>
---	-----------------------

Official Use Only	Amount Paid: \$	Receipt No:
Date Received: <u>RECEIVED AUG 12 2024</u>	Date Application Deemed Complete:	
By:	By:	

Apple Valley Zoning Districts



A map of the study area in southern Utah. A red square marks the location of St. George. The map shows the Colorado Plateau to the north and the Gulf of California to the south. The text 'St. George' is written vertically next to the red square. The text 'Colorado Plateau' is written horizontally above the red square. The text 'Gulf of California' is written horizontally below the red square.



DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

U.S. Forest Service	U.S. Forest Service Wilderness	Bureau of Land Management	Bureau of Land Management Wildlife	National Park Service	Shivwits Reservation	Utah Division of Wildlife Resources	Utah Division of Transportation	State Park	State of Utah	Washington County	Municipally Owned	School District	Privately Owned	Water	Water Conservancy District	State Assessed Oil and Gas	Mining Claim
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Warranty Deed Page 1 of 5

Gary Christensen Washington County Recorder

04/10/2024 09:46:36 AM Fee \$40.00 By EAGLE

GATE TITLE INSURANCE AGENCY, INC.

Recording requested by:
Eagle Gate Title Insurance Agency, Inc.

Mail Tax Notice To:
Matthew Bullington and Tiffannie Bullington
P.O Box 123
Conconully, WA 98819

File Number: STG-101966-LH
Parcel ID: AV-1351-E

Warranty Deed

TROY E. ECKARD AND CLAIRE E. ECKARD,

Grantors, hereby CONVEY(S) IN WARRANTY to

Matthew Bullington and Tiffannie Bullington, Husband as Wife as Joint Tenants,

Grantees, for the sum of TEN AND NO/DOLLARS and other good and valuable consideration, the following tract of land in Washington County, State of Utah, to-wit

The North One-Half of the Southwest Quarter of the Northeast quarter of the Northwest Quarter (N1/2SW1/4NE1/4NW1/4) of Section 5, Township 43 South, Range 11 West, Salt Lake Base and Meridian.

A 50.00 FOOT EASEMENT FOR INGRESS AND EGRESS AND UTILITIES, AS CREATED BY SPECIAL WARRANTY DEEDS, RECORDED SEPTEMBER 23, 2002, AS ENTRY NOS. 782219, 782220, 782221 AND 782222, ALL IN BOOK 1488, AT PAGES 2242-2249, OFFICIAL WASHINGTON COUNTY RECORDS, DESCRIBED AS FOLLOWS: ALONG THE NORTH LINE OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (E1/2NE1/4NW1/4) OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND 25.00 FOOT EASEMENT FOR INGRESS AND EGRESS AND UTILITIES, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUATER OF THE NORTHWEST QUARTER (W1/2NE1/4NW1/4) OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN.

APN(s): AV-1351-E

***SEE WATER RIGHTS ADDENDUM TO LAND DEEDS ATTACHED HERETO AND MADE A PART HEREOF.**

Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2024 taxes and thereafter.

A.M.L.M.I



Town of Apple Valley
1777 N Meadowlark Dr
Apple Valley UT 84737
T: 435.877.1190 | F: 435.877.1192
www.applevalleyut.gov

See Fee Schedule Page 2

Item 21.

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

Owner: <u>LAND DEVELOPMENT SOLUTIONS, LLC</u>	Phone: <u>[REDACTED]</u>	
Address: <u>P.O. Box 71653</u>	Email: <u>[REDACTED]</u>	
City: <u>SALT LAKE CITY</u>	State: <u>UTAH</u>	Zip: <u>84121</u>
Agent: (If Applicable) <u>BRANT TUTTLE/NORTHERN ENGINEERING</u>	Phone: <u>[REDACTED]</u>	
Address/Location of Property: <u>2280 EAST CANAAN WAY</u>	Parcel ID: <u>AV-1378-B; AV-1378-C; AV-1378-D</u>	
Existing Zone: <u>OST ZONE</u>	Proposed Zone: <u>A-X ZONE</u>	
For Planned Development Purposes: Acreage in Parcel <u>86.91, 52.51, 19.58</u> Acreage in Application <u>159.06</u>		
Reason for the request <u>LAND OWNER WANTS TO CHANGE ZONE BACK TO PREVIOUS AGRICULTURAL ZONE FROM THE CURRENT OST ZONE</u>		

Submittal Requirements: The zone change application shall provide the following:

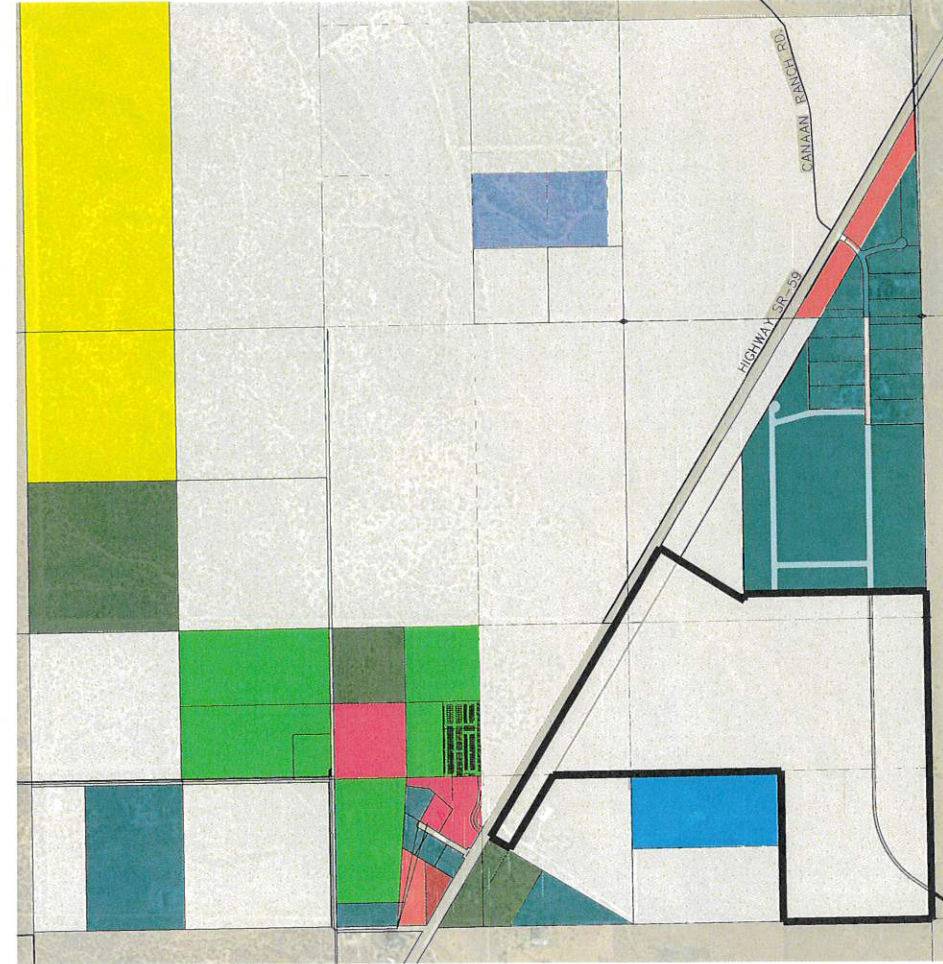
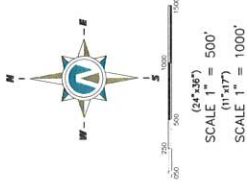
- ☒ A. The name and address of owners in addition to above owner.
PAT MEUFI IS THE MANAGING MEMBER OF LAND DEVELOPMENT SOLUTIONS, LLC
- ☒ B. An accurate property map showing the existing and proposed zoning classifications
- ☒ C. All abutting properties showing present zoning classifications
- ☒ D. An accurate legal description of the property to be rezoned
- ☐ E. A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project.
N/A
- ☒ F. Stamped envelopes with the names and address of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- ☒ G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- ☐ H. Signed and notarized Acknowledgement of Water Supply (see attached).
N/A

Applicant Signature <u>Brant O. Tuttle, Agent</u>	Date <u>August 13, 2024</u>
--	--------------------------------

Official Use Only	Amount Paid: \$	Receipt No:
Date Received: <u>RECEIVED AUG 13 2024</u>	Date Application Deemed Complete:	
By: <u>[Signature]</u>	By:	

MOUNTAIN VALLEY ESTATES

APPLE VALLEY, UTAH
MAY, 2024



- OST- OPEN SPACE TRANSITION
- C-2 - HIGHWAY COMMERCIAL
- C-1 - CONVENIENCE COMMERCIAL
- RE-5-RURAL ESTATE 5
- OSC- OPEN SPACE CONSERVATION
- PD- PLANNED DEVELOPMENT
- A-X- AGRICULTURAL > 5 ACRES
- RE-1 - RURAL ESTATE 1
- RE-20 - RURAL ESTATE 20
- RE-X - RURAL ESTATE ZONE ANY SIZE

 Northern ENGINEERING INC ENGINEERING-LAND PLANNING CONSTRUCTION MANAGEMENT		1040 E. 800 N. OREM, UTAH 84097 (801) 802-8992	MOUNTAIN VALLEY ESTATES	EXISTING ZONING EXHIBIT	JOB NO. 3-21-077
				SANTAQUIN, UTAH	SHEET NO. SP-01

THESE DRAWINGS OR ANY PORTION THEREOF SHALL NOT BE USED
IN ANY MANNER WITHOUT THE WRITTEN AGREEMENT OF NORTHERN ENGINEERING INC.

DATE	REVISION	BY	DATE



EXHIBIT A

The Land referred to herein below is situated in the County of Washington, State of Utah, and is described as follows:

PARCEL 1: AV-1378-B

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTH 00°54'49" EAST 1,321.21 FEET ALONG THE SECTION LINE TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE SOUTH 89°03'03" EAST 2,867.73 FEET ALONG AND BEYOND THE 1/16TH LINE TO THE WESTERLY LINE OF THAT QUIT CLAIM DEED RECORDED AS ENTRY NO. 20170052093 WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°57'10" WEST 1,321.36 FEET ALONG SAID QUIT CLAIM DEED TO THE SECTION LINE; THENCE NORTH 89°02'51" WEST 2,866.82 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 2: AV-1378-C

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING SOUTH 89°03'14" EAST 1,319.47 FEET ALONG THE CENTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE SOUTH 89°03'14" EAST 1,505.16 FEET ALONG SAID CENTER SECTION LINE TO THE WESTERLY LINE OF HIGHWAY 59; THENCE SOUTH 57°36'58" EAST 2,876.08 FEET ALONG SAID WESTERLY LINE OF HIGHWAY 59 TO THE SECTION LINE; THENCE SOUTH 00°55'54" WEST 237.83 FEET ALONG SAID SECTION LINE TO THE NORTHEASTERLY LINE OF CANAAN MOUNTAIN ESTATES AS FOUND ON RECORD AS ENTRY NO. 516877 AT THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 57°36'37" WEST 1,370.69 FEET ALONG SAID NORTHEASTERLY LINE OF CANAAN MOUNTAIN ESTATES AND TO AN ALONG THAT QUIT CLAIM DEED RECORDED AS ENTRY NO. 20170052093 WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE WESTERLY THE FOLLOWING (2) COURSES ALONG SAID QUIT CLAIM DEED; THENCE NORTH 89°02'50" WEST 1240.65 FEET; THENCE SOUTH 00°57'10" WEST 298.64 FEET; THENCE NORTH 89°03'03" WEST 1,548.33 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°55'00" EAST 1,321.29 FEET ALONG THE 1/16TH LINE TO THE POINT OF BEGINNING.

PARCEL 3: AV-1378-D

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN.

LESS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST; THENCE SOUTH 89°59'28" EAST ALONG THE 1/16 SECTION LINE 663.89 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY U-59; THENCE SOUTH 58°32'58" EAST ALONG SAID RIGHT OF WAY LINE 160.80 FEET; THENCE SOUTH

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50122149 (5-16-22)

Page 8 of 17



36°17'48" WEST 695.79 FEET; THENCE SOUTH 32°40'38" WEST 719.81 FEET TO THE WEST SECTION LINE OF SECTION 23; THENCE NORTH 0°01'31" WEST ALONG SECTION LINE 1250.66 FEET TO THE POINT OF BEGINNING.

ALSO LESS: ANY PORTION THEREOF FOUND LYING WITHIN HIGHWAY U-59.

ALSO LESS: BEGINNING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°01'31" WEST, ALONG THE SECTION LINE 70.57 FEET; THENCE NORTH 32°40'58" EAST 719.81 FEET; THENCE NORTH 36°17'48" EAST, 495.07 FEET; THENCE SOUTH 58°32'58" EAST, 747.19 FEET TO A POINT ON THE 1/16 SECTION LINE; THENCE SOUTH 0°01'18" EAST, 685.90 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4) OF SAID SECTION 23; THENCE NORTH 89°59'14" WEST, ALONG THE QUARTER SECTION LINE, 1319.34 FEET TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°55'54" WEST ALONG THE SECTION LINE OF SAID SECTION 1,866.76 FEET: THENCE NORTH 89°02'52" WEST 1,705.97 FEET; THENCE SOUTH 00°55'12" WEST 776.44 FEET TO THE CENTER SECTION LINE OF SAID SECTION: THENCE NORTH 89°03'14" WEST ALONG SAID CENTER SECTION LINE 556.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE HIGHWAY U-59; THENCE NORTH 57°36'38" WEST ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE 442.46 FEET TO THE CENTER SECTION LINE OF SAID SECTION: THENCE NORTH 00°55'12" EAST ALONG THE SAID CENTER SECTION LINE 2,412.49 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION: THENCE SOUTH 89°02'52" EAST ALONG THE SECTION LINE 2,639.74 FEET TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT THE CENTER 1/16 CORNER, SAID POINT BEING SOUTH 00°55'12" WEST 1,321.65 FEET ALONG THE CENTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°55'12" WEST ALONG SAID CENTER SECTION LINE 1,090.84 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE HIGHWAY U-59; THENCE NORTH 57°36'38" WEST, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE 2,000.78 FEET TO THE NORTH 1/16 SECTION LINE OF SAID SECTION; THENCE SOUTH 89°03'34" EAST ALONG SAID NORTH 1/16 SECTION LINE 1,783.26 FEET TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT A POINT BEING SOUTH 0°55'54" WEST 1,866.76 FEET ALONG THE SECTION LINE AND NORTH 89°02'52" WEST 772.59 FEET FROM THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°55'12" WEST 776.33 FEET TO THE CENTER SECTION LINE OF SAID SECTION; THENCE NORTH 89°03'14" WEST ALONG THE SAID CENTER SECTION LINE 933.38 FEET; THENCE NORTH 00°55'12" EAST 776.44 FEET; THENCE SOUTH 89°02'52" EAST 933.38 FEET TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT A POINT ON THE EAST SECTION LINE, SAID POINT BEING SOUTH 00°55'54" WEST 1,866.76 FEET ALONG SAID EAST SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND

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RUNNING; THENCE SOUTH 00°55'54" WEST ALONG SAID SECTION LINE 776.25 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE NORTH 89°03'14" WEST ALONG THE CENTER SECTION LINE 772.43 FEET; THENCE NORTH 00°55'12" EAST 776.33 FEET; THENCE SOUTH 89°02'52" EAST 772.9 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THAT PORTION OF LAND CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 13, 2021 AS ENTRY NO. 20210078467 OF OFFICIAL RECORDS, A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, APPLE VALLEY, UTAH, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 89°59'10" WEST A DISTANCE OF 1944.87 FEET ALONG THE QUARTER SECTION LINE; THENCE SOUTH A DISTANCE OF 310.63 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF HIGHWAY U59, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE SOUTH 58°32'58" EAST A DISTANCE OF 2279.74 FEET ALONG SAID HIGHWAY RIGHT OF WAY; THENCE SOUTH 00°00'06" EAST A DISTANCE OF 235.08 FEET; THENCE NORTH 58°32'58" WEST A DISTANCE OF 1365.52 FEET; THENCE NORTH 89°59'11" WEST A DISTANCE OF 1293.70 FEET; THENCE NORTH 32°37'32" EAST A DISTANCE OF 826.49 FEET TO A POINT OF CURVATURE OF A 50.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 77.51 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 88°49'31" AND A CHORD THAT BEARS NORTH 77°02'17" EAST A DISTANCE OF 69.98 FEET TO THE POINT OF BEGINNING.

PARCEL 4: AY-1378-Q

BEGINNING AT THE SOUTHWEST CORNER OF CANAAN MOUNTAIN ESTATES SUBDIVISION, SAID POINT BEING NORTH 89°59'11" WEST 945.48 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTH 89°59'11" WEST 1,460.00 FEET ALONG THE SECTION LINE; THENCE NORTH 00°00'49" EAST 1,620.00 FEET; THENCE SOUTH 89°59'11" EAST 1,240.65 FEET; THENCE SOUTH 58°32'58" EAST 1,180.81 FEET TO THE NORTHEAST CORNER OF SAID CANAAN MOUNTAIN ESTATES SUBDIVISION; THENCE SOUTHWESTERLY THE FOLLOWING (4) COURSES ALONG SAID CANAAN MOUNTAIN ESTATES SUBDIVISION; THENCE NORTH 89°59'11" WEST 630.00 FEET; THENCE SOUTH 00°00'49" WEST 494.57 FEET; THENCE NORTH 89°59'11" WEST 141.07 FEET; THENCE SOUTH 00°00'49" WEST 520.00 FEET TO THE POINT OF BEGINNING.

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TAX_ID	FIELD5	FIELD6	FIELD7	FIELD8	FIELD9	FIELD10
AV-1378-R	BARLOW COURTNEY	PO BOX 1618		COLORADO CITY	AZ	86021-1618
AV-1-3-23-240	CIRCLE 9 LLC	2221 E WELDON AVE		PHOENIX	AZ	85016
AV-1378-A	KENSTAL LLC	2221 E WELDON AVE		PHOENIX	AZ	85016
AV-1378-B	LAND DEVELOPMENT SOLUTIONS LLC	PO BOX 71653		SALT LAKE CITY	UT	84121
AV-1378-C	LAND DEVELOPMENT SOLUTIONS LLC	PO BOX 71653		SALT LAKE CITY	UT	84121
AV-1378-D	LAND DEVELOPMENT SOLUTIONS LLC	PO BOX 71653		SALT LAKE CITY	UT	84121
AV-1378-J	GROSS MICHAEL JAMES & JENNIFER KAY	2499 S 1740 E		APPLE VALLEY	UT	84737
AV-1-3-23-241	CIRCLE 9 LLC	2221 E WELDON AVE		PHOENIX	AZ	85016
AV-1378-F	GROSS MICHAEL JAMES & JENNIFER KAY	2499 S 1740 E		APPLE VALLEY	UT	84737
AV-1378-E	BARRETT MICHAEL	1749 E 2260 S		APPLE VALLEY	UT	84737
AV-1378-N	BARLOW COURTNEY	PO BOX 1618		COLORADO CITY	AZ	86021-1618
AV-1378-Q	LAND DEVELOPMENT SOLUTIONS LLC	PO BOX 71653		SALT LAKE CITY	UT	84121
AV-1378-K	GROSS MICHAEL JAMES & JENNIFER KAY	2499 S 1740 E		APPLE VALLEY	UT	84737
AV-1378-P	BARLOW COURTNEY	PO BOX 1618		COLORADO CITY	AZ	86021-1618
AV-1375	PROPERTY PRAYASH SERVICES	25 W TELEGRAPH ST #769		WASHINGTON	UT	84780
AV-1378-G	JASON AND HOLLY CORTEIS	545 S 1530 W		HURRICANE	UT	84737
AV-1377-B-1	ASHMORE ECKO	2125 S STATE ST		APPLE VALLEY	UT	84737



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company
Issuing Office: 215 South State Street, Suite 280, Salt Lake City, UT 84111
Issuing Office's ALTA® Registry ID: 1123534
Commitment Number: 390-6278588
Issuing Office File Number: 390-6278588
Property Address: AV-1378-B, AV-1378-C, AV-1378-D, AV-1378-Q, Washington County, UT
Revision Number:

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Jennifer Beavers at (801)576-8400 located at 10808 S River Front Pkwy, Ste 175, South Jordan, UT 84095.**

SCHEDULE A

1. Commitment Date: June 08, 2023 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Homeowner's (Eagle) Policy
Proposed Insured: TBD
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
Premium: \$
 - b. ALTA® Expanded Coverage (Eagle) Loan Policy
Proposed Insured: Lender To Be Determined
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
Premium: \$
 - c. Endorsements: 9, 22 and 8.1
Premium: \$Included
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Land Development Solutions, LLC, a Wyoming LLC
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Commitment No.: 390-6278588

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
7. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.

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Commitment No.: 390-6278588

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property, or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interest, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances that are not shown by the Public Records.
4. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), that would be disclosed by an accurate and complete land title survey of the Land and that are not shown in Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material, unless such lien is shown by the Public Records at Date of Policy.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Subject to underwriting review and approval, some or all of Exceptions 1-7 may be omitted on extended coverage and Eagle policies

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(The following exception affects Parcel 1)

8. Taxes for the year 2023 now a lien, not yet due. General property taxes for the year 2022 were paid in the amount of \$6.92. Tax Parcel No. AV-1378-B.

(The following exception affects Parcel 2)

9. Taxes for the year 2023 now a lien, not yet due. General property taxes for the year 2022 were paid in the amount of \$4.18. Tax Parcel No. AV-1378-C.

(The following exception affects Parcel 3)

10. Taxes for the year 2023 now a lien, not yet due. General property taxes for the year 2022 were paid in the amount of \$2.54. Tax Parcel No. AV-1378-D.

(The following exception affects Parcel 4)

11. Taxes for the year 2023 now a lien, not yet due. General property taxes for the year 2022 were paid in the amount of \$4.67. Tax Parcel No. AV-1378-Q.
12. The land is included within the boundaries of Washington County, a Municipal Corporation of the State of Utah, and is subject to charges and assessments made thereby.
13. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded January 31, 2022 as Entry No. 20220006142 of Official Records.
14. An easement over, across or through the Land for telephone equipment and incidental purposes, as granted to South Central Utah Telephone Association, Inc and to its successors and assigns by Instrument recorded March 21, 2006 as Entry No. 20060009349 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of a blanket or incomplete legal description.

15. Resolution No. 2011-25 of Apple Valley Town, Washington County, Utah creating and Establishing a Special Service District within Apple Valley; describing the Boundaries thereof, Naming the District, Authorizing and Specifying the Services to be provided, Setting forth the powers, duties and Authority, designating and Appointing the Governing Authority, Providing for the method or methods of Payments for the services to be furnished and Prescribing other matters and detail relating to the Establishment, Operations and Functions Thereof recorded October 18, 2011 as Entry No. 20110031703 of Official Records.

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(The following exception affects Parcel 3, together with other land, not included herein)

16. A Trust Deed with Assignment of Rents dated October 19, 2017 by and between Cortney Barlow and Glenn Johnson as Trustor in favor of Inwest Title Services, Inc as Trustee and Kenstal, LLC, a Utah limited liability company as Beneficiary, to secure an original indebtedness of \$350,946.00 and any other amounts or obligations secured thereby, recorded October 20, 2017 as Entry No. 20170042681 of Official Records.

A Modification of Trust Deed/Note recorded February 15, 2019 as Entry No. 20190005916 in Book NA at Page NA of Official Records provides that the Deed of Trust or the obligation secured thereby has been modified.

17. Resolution No. 2019-01 modifying, limiting and revoking the Delegation of Authority to the Big Plains Water and Sewer Special Services District recorded January 19, 2019 as Entry No. 20190000956 of Official Records.

(The following exception affects Northerly portion of Parcel 3)

18. An Easement for Underground Waterline easement disclosed in that Easement Deed recorded April 10, 2019 as Entry No. 20190013073 of Official Records.

(The following exception affects Parcels 1 and 2)

19. Terms, conditions and provisions contained within Roadway Easement Agreement recorded October 27, 2021 as Entry No. 20210069668 of Official Records.

(The following exception affects all of the Land, together with other land not included herein)

20. A Trust Deed with Assignment of Rents dated December 08, 2021 by and between Land Development Solutions LLC, a Wyoming LLC as Trustor in favor of 1st Liberty Title, LC, a Utah LLC as Trustee and Kenstal, LLC, a Utah LLC as Beneficiary, to secure an original indebtedness of \$2,100,000.00 and any other amounts or obligations secured thereby, recorded December 13, 2021 as Entry No. 20210078386 of Official Records.

(The following exception affects Parcel 2)

21. Terms, conditions and provisions contained within Right-of-Way Easement Agreement recorded December 13, 2021 as Entry No. 20210078597 of Official Records.

(The following exception affects Parcels 1 and 2)

22. Terms, conditions and provisions contained within Roadway Easement Agreement recorded December 13, 2021 as Entry No. 20210078598 of Official Records.

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23. Mechanics' and/or Materialmen's Lien claims if either work is started, any material delivered or service rendered, prior to the recordation of the Security Instrument to be insured.

LOSS OF PRIORITY under this provision may jeopardize the Company's ability to insure under an ALTA Lenders Policy.

The State Construction Registry discloses the following Preliminary Notice(s): None.

(The following exception affects Parcels 2 and 3)

24. Vehicular access is limited to openings permitted by the Utah State Department of Transportation in accordance with Section 41-6a-714, Utah Code Annotated, as amended 2015.
25. Access to Parcel 1 exists only as a result of the common ownership in Parcel 3.
26. Access to Parcel 4 exists only as a result of the common ownership in Parcel 3.
27. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

28. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
29. Water rights, claims or title to water, whether or not shown by the Public Records.

The name(s) Land Development Solutions, LLC, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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Note: The Eagle owner's policy of title insurance committed to be issued will contain Deductible Amounts and Liability Limits relative to certain Covered Risks found in the policy as follows:

Covered Risk 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is less, and a Maximum Dollar Limit of Liability of \$10,000.

Covered Risk 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$5000 whichever is less, and a Maximum Dollar Limit of Liability of \$25,000.

Covered Risk 19 (Zoning) has a deductible of 1% of the Policy Amount or \$5000 whichever is less, and a Maximum Dollar Limit of Liability of \$25,000.

Covered Risk 21 (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2500 whichever is less, and a Maximum Dollar Limit of Liability of \$5,000.

Title inquiries should be directed to Mark J. Snyder @ (801)578-8835.

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EXHIBIT A

The Land referred to herein below is situated in the County of Washington, State of Utah, and is described as follows:

PARCEL 1:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTH 00°54'49" EAST 1,321.21 FEET ALONG THE SECTION LINE TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE SOUTH 89°03'03" EAST 2,867.73 FEET ALONG AND BEYOND THE 1/16TH LINE TO THE WESTERLY LINE OF THAT QUIT CLAIM DEED RECORDED AS ENTRY NO. 20170052093 WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°57'10" WEST 1,321.36 FEET ALONG SAID QUIT CLAIM DEED TO THE SECTION LINE; THENCE NORTH 89°02'51" WEST 2,866.82 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING SOUTH 89°03'14" EAST 1,319.47 FEET ALONG THE CENTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE SOUTH 89°03'14" EAST 1,505.16 FEET ALONG SAID CENTER SECTION LINE TO THE WESTERLY LINE OF HIGHWAY 59; THENCE SOUTH 57°36'58" EAST 2,876.08 FEET ALONG SAID WESTERLY LINE OF HIGHWAY 59 TO THE SECTION LINE; THENCE SOUTH 00°55'54" WEST 237.83 FEET ALONG SAID SECTION LINE TO THE NORTHEASTERLY LINE OF CANAAN MOUNTAIN ESTATES AS FOUND ON RECORD AS ENTRY NO. 516877 AT THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 57°36'37" WEST 1,370.69 FEET ALONG SAID NORTHEASTERLY LINE OF CANAAN MOUNTAIN ESTATES AND TO AN ALONG THAT QUIT CLAIM DEED RECORDED AS ENTRY NO. 20170052093 WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE WESTERLY THE FOLLOWING (2) COURSES ALONG SAID QUIT CLAIM DEED; THENCE NORTH 89°02'50" WEST 1240.65 FEET; THENCE SOUTH 00°57'10" WEST 298.64 FEET; THENCE NORTH 89°03'03" WEST 1,548.33 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°55'00" EAST 1,321.29 FEET ALONG THE 1/16TH LINE TO THE POINT OF BEGINNING.

PARCEL 3:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN.

LESS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST; THENCE SOUTH 89°59'28" EAST ALONG THE 1/16 SECTION LINE 663.89 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY U-59; THENCE SOUTH 58°32'58" EAST ALONG SAID RIGHT OF WAY LINE 160.80 FEET; THENCE SOUTH

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36°17'48" WEST 695.79 FEET; THENCE SOUTH 32°40'38" WEST 719.81 FEET TO THE WEST SECTION LINE OF SECTION 23; THENCE NORTH 0°01'31" WEST ALONG SECTION LINE 1250.66 FEET TO THE POINT OF BEGINNING.

ALSO LESS: ANY PORTION THEREOF FOUND LYING WITHIN HIGHWAY U-59.

ALSO LESS: BEGINNING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°01'31" WEST, ALONG THE SECTION LINE 70.57 FEET; THENCE NORTH 32°40'58" EAST 719.81 FEET; THENCE NORTH 36°17'48" EAST, 495.07 FEET; THENCE SOUTH 58°32'58" EAST, 747.19 FEET TO A POINT ON THE 1/16 SECTION LINE; THENCE SOUTH 0°01'18" EAST, 685.90 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4) OF SAID SECTION 23; THENCE NORTH 89°59'14" WEST, ALONG THE QUARTER SECTION LINE, 1319.34 FEET TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°55'54" WEST ALONG THE SECTION LINE OF SAID SECTION 1,866.76 FEET: THENCE NORTH 89°02'52" WEST 1,705.97 FEET; THENCE SOUTH 00°55'12" WEST 776.44 FEET TO THE CENTER SECTION LINE OF SAID SECTION: THENCE NORTH 89°03'14" WEST ALONG SAID CENTER SECTION LINE 556.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE HIGHWAY U-59; THENCE NORTH 57°36'38" WEST ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE 442.46 FEET TO THE CENTER SECTION LINE OF SAID SECTION: THENCE NORTH 00°55'12" EAST ALONG THE SAID CENTER SECTION LINE 2,412.49 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION: THENCE SOUTH 89°02'52" EAST ALONG THE SECTION LINE 2,639.74 FEET TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT THE CENTER 1/16 CORNER, SAID POINT BEING SOUTH 00°55'12" WEST 1,321.65 FEET ALONG THE CENTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°55'12" WEST ALONG SAID CENTER SECTION LINE 1,090.84 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE HIGHWAY U-59; THENCE NORTH 57°36'38" WEST, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE 2,000.78 FEET TO THE NORTH 1/16 SECTION LINE OF SAID SECTION; THENCE SOUTH 89°03'34" EAST ALONG SAID NORTH 1/16 SECTION LINE 1,783.26 FEET TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT A POINT BEING SOUTH 0°55'54" WEST 1,866.76 FEET ALONG THE SECTION LINE AND NORTH 89°02'52" WEST 772.59 FEET FROM THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°55'12" WEST 776.33 FEET TO THE CENTER SECTION LINE OF SAID SECTION; THENCE NORTH 89°03'14" WEST ALONG THE SAID CENTER SECTION LINE 933.38 FEET; THENCE NORTH 00°55'12" EAST 776.44 FEET; THENCE SOUTH 89°02'52" EAST 933.38 FEET TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT A POINT ON THE EAST SECTION LINE, SAID POINT BEING SOUTH 00°55'54" WEST 1,866.76 FEET ALONG SAID EAST SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND

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RUNNING; THENCE SOUTH 00°55'54" WEST ALONG SAID SECTION LINE 776.25 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE NORTH 89°03'14" WEST ALONG THE CENTER SECTION LINE 772.43 FEET; THENCE NORTH 00°55'12" EAST 776.33 FEET; THENCE SOUTH 89°02'52" EAST 772.9 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THAT PORTION OF LAND CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 13, 2021 AS ENTRY NO. 20210078467 OF OFFICIAL RECORDS, A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, APPLE VALLEY, UTAH, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 89°59'10" WEST A DISTANCE OF 1944.87 FEET ALONG THE QUARTER SECTION LINE; THENCE SOUTH A DISTANCE OF 310.63 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF HIGHWAY U59, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE SOUTH 58°32'58" EAST A DISTANCE OF 2279.74 FEET ALONG SAID HIGHWAY RIGHT OF WAY; THENCE SOUTH 00°00'06" EAST A DISTANCE OF 235.08 FEET; THENCE NORTH 58°32'58" WEST A DISTANCE OF 1365.52 FEET; THENCE NORTH 89°59'11" WEST A DISTANCE OF 1293.70 FEET; THENCE NORTH 32°37'32" EAST A DISTANCE OF 826.49 FEET TO A POINT OF CURVATURE OF A 50.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 77.51 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 88°49'31" AND A CHORD THAT BEARS NORTH 77°02'17" EAST A DISTANCE OF 69.98 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

BEGINNING AT THE SOUTHWEST CORNER OF CANAAN MOUNTAIN ESTATES SUBDIVISION, SAID POINT BEING NORTH 89°59'11" WEST 945.48 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTH 89°59'11" WEST 1,460.00 FEET ALONG THE SECTION LINE; THENCE NORTH 00°00'49" EAST 1,620.00 FEET; THENCE SOUTH 89°59'11" EAST 1,240.65 FEET; THENCE SOUTH 58°32'58" EAST 1,180.81 FEET TO THE NORTHEAST CORNER OF SAID CANAAN MOUNTAIN ESTATES SUBDIVISION; THENCE SOUTHWESTERLY THE FOLLOWING (4) COURSES ALONG SAID CANAAN MOUNTAIN ESTATES SUBDIVISION; THENCE NORTH 89°59'11" WEST 630.00 FEET; THENCE SOUTH 00°00'49" WEST 494.57 FEET; THENCE NORTH 89°59'11" WEST 141.07 FEET; THENCE SOUTH 00°00'49" WEST 520.00 FEET TO THE POINT OF BEGINNING.

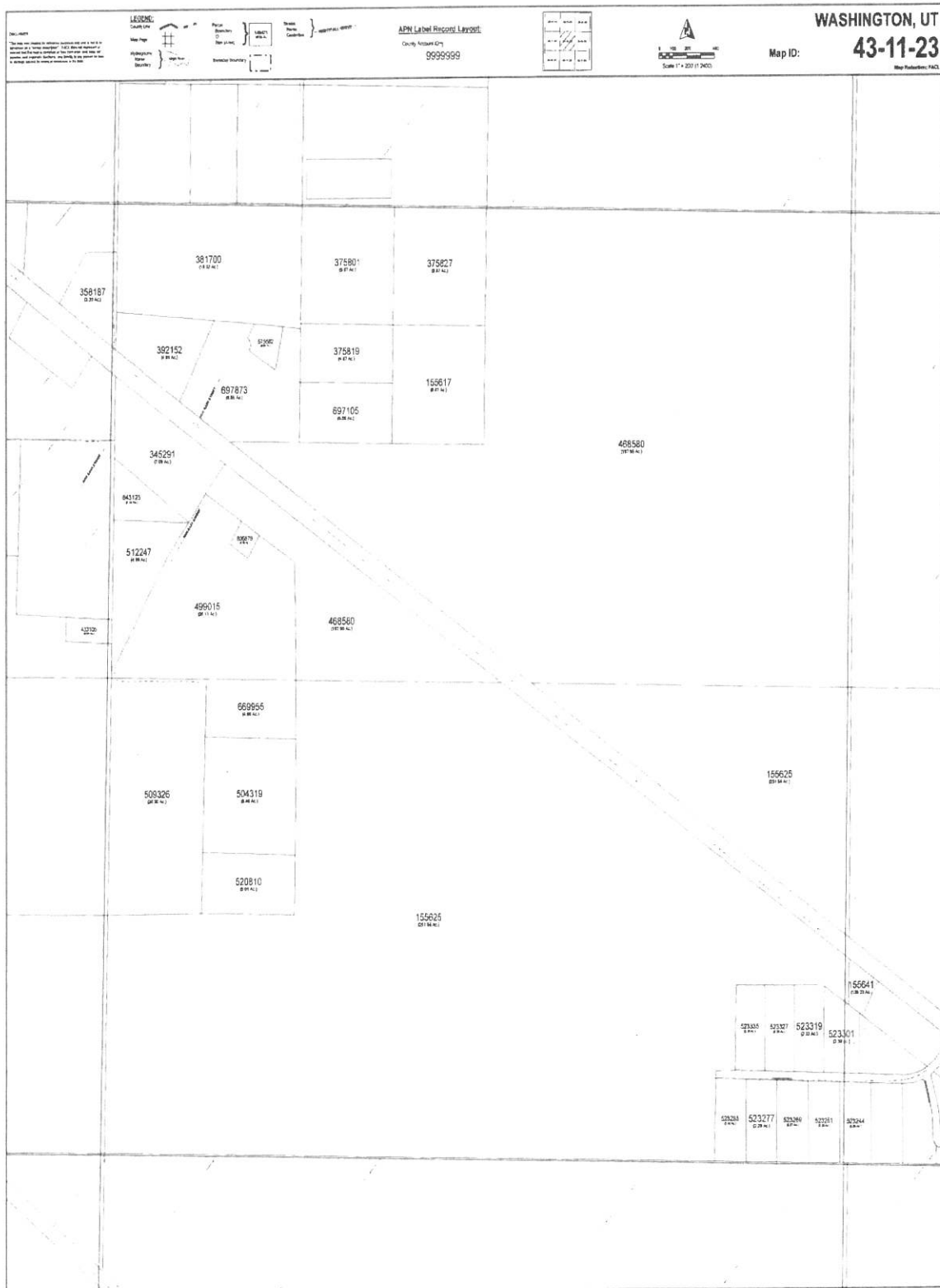
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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

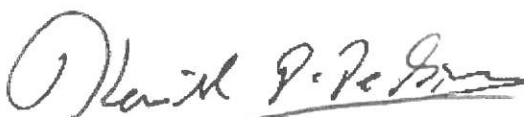
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- the Notice;
 - the Commitment to Issue Policy;
 - the Commitment Conditions;
 - Schedule A;
 - Schedule B, Part I—Requirements; and
 - Schedule B, Part II—Exceptions; and
 - a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - comply with the Schedule B, Part I—Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
 - The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - The Company is not liable for the content of the Transaction Identification Data, if any.
 - The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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SUBDIVISION APPROVAL PROCESS

AFFIDAVIT

PROPERTY OWNER

Item 21.

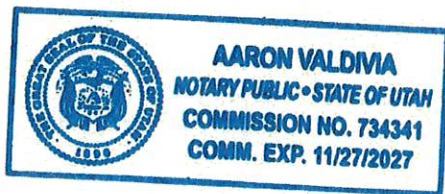
STATE OF UTAH)
)
COUNTY OF WASHINGTON)

I (We) LAND DEVELOPMENT SOLUTIONS, LLC, Pat Melfi, Manager, being duly sworn, depose and say that I (We) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (We) also acknowledge that I (We) have received written instructions regarding the process for which I (We) am (are) applying and the Apple Valley Town planning staff have indicated they are available to assist me in making this application.

LAND DEVELOPMENT SOLUTIONS, LLC
Property Owner

Pat Melfi
Property Owner

Subscribed and sworn to me this 13th day of August, 2024.



Aaron Valdivia
Notary Public

Residing in: Ogden Utah

My Commission Expires: 11/27/2027

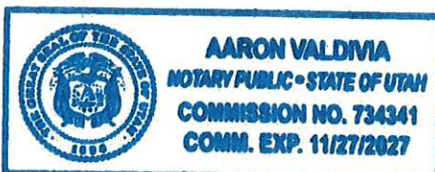
AGENT AUTHORIZATION

I (We), LAND DEVELOPMENT SOLUTIONS, LLC, Pat Melfi, Manager, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) DEAN TURTLE, HORTON ENGINEERING, INC to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative body in the Town of Apple Valley considering this application and to act in all respects as our agent in matters pertaining to the attached application.

LAND DEVELOPMENT SOLUTIONS, LLC
Property Owner

Pat Melfi
Property Owner

Subscribed and sworn to me this 13th day of August, 2024.



Aaron Valdivia
Notary Public

Residing in: Ogden Utah

My Commission Expires: 11/27/2027

APPLE VALLEY ORDINANCE O-2024-69

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

SECTION 1: **REPEAL** “10.10.040 I Industrial Zone” of the Apple Valley Land Use is hereby *repealed* as follows:

REPEAL

10.10.040 I Industrial Zone

- ~~A. Purpose: The objective in establishing the I-1 zone is to provide space for various types of land uses whose effects, both secondary and direct, are not compatible with uses found in other zones in the town. Any uses not specified as permitted shall be prohibited.~~
- ~~B. Permitted Uses: Uses permitted in this zone are as follows:~~
- ~~1. None~~
- ~~C. Conditional Uses: Uses requiring a conditional use permit in this zone are as follows:~~
- ~~1. Recycling businesses, not including hazardous materials~~
 - ~~2. Concrete batch plants~~
 - ~~3. Gravel crushing equipment~~
 - ~~4. Gravel pits~~
 - ~~5. Hot mix asphalt plants~~
 - ~~6. Landfill operations~~
 - ~~7. Metal Building~~
 - ~~8. Mining or ore processing operations~~
 - ~~9. Open space or agricultural uses~~
 - ~~10. Sewage lagoons and/or treatment plants~~
 - ~~11. Storage, baling, and processing of wood, glass, paper, and junk~~
- ~~D. Any use not shown in this section shall be prohibited unless the planning commission determines the use is substantially the same as a permitted or conditional use as provided in subsection 10-7-180-E4 of this title.~~
- ~~E. Site Development Standards:~~

Minimum Lot Area	0.75-acre
Setbacks (in feet)	
Front	25
Side	25
Rear	25

Minimum Zone Area	30 acres
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1. ~~Site Plan Approval:~~

- ~~a. A site plan shall be submitted, drawn to scale, and of sufficient size and detail to show building locations, yard setbacks, ingress and egress drives, parking areas, landscaped areas, etc., and such other improvements as may be required by the planning commission relating to the specific use proposed.~~
- ~~b. The site plan, or another plan drawn to scale, shall show utility locations, including water, power, telephone, cable TV, sewer or septic tank locations, fire hydrants, street improvements, site drainage, including holding ponds for runoff, and such other public improvements as may be required.~~
- ~~c. Planning commission review and approval shall precede the issuance of any building permit for site improvements, or construction permits for utility system installation.~~

F. ~~Special Provisions:~~

- ~~1. Storage of Materials and Merchandise: All storage and merchandise shall be stored in an enclosed building or within an enclosure surrounded by a sight obscuring fence or wall of not less than six feet (6') in height, and no material or merchandise shall be stored to a height greater than that of the enclosing fence or wall.~~
- ~~2. Junk: Storage of "junk" or partially or completely dismantled automobiles shall be enclosed within a sight obscuring wall or fence of not less than six feet (6') in height, and material so stored shall be kept below the height of the fence or wall.~~
- ~~3. Solid Waste Storage Facilities: Solid waste storage facilities shall be located at the rear of the main building or else behind a sight obscuring fence or wall which will prevent the facility from being seen from a public street.~~
- ~~4. Parking: Parking shall be as required by AVLU 10.16 or an addendum thereto.~~
- ~~5. Lighting: Lighting shall be as required by AVLU 10.26 or other applicable requirements.~~
- ~~6. Utilities and Fire Protection: All developments shall be served by a source of culinary water, sewer or septic tank, as may be approved by the southwest district public health department, electrical power from a power company whose area of service covers the proposed business site location, and adequate water for fire protection as required by the subdivision ordinance. Where utility companies are involved in providing these services, a letter shall be submitted from each such company along with the site plan required in this chapter.~~
- ~~7. Hours of Operation: The planning commission may establish hours of operation in order to eliminate excess noise, lighting or other nuisances.~~
- ~~8. Greater size and height: Notwithstanding the height and size limitations shown~~

~~in this section, a greater building and accessory height and size may be allowed pursuant to a conditional use permit.~~

- ~~9. Permitted and conditional uses set forth in this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses:~~
- ~~a. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.~~
 - ~~b. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.~~
- ~~10. Manufacturing Zone Uses Excluded: All uses specifically excluded from the town under AVLU-11 shall also be excluded from this zone.~~

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: EFFECTIVE DATE This Ordinance shall be in full force and effective immediately after the required approval.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

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

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley

**APPLE VALLEY
ORDINANCE O-2024-70**

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

SECTION 1: **AMENDMENT** “10.10.050 RE Rural Estates Zone” of the Apple Valley Land Use is hereby *amended* as follows:

A M E N D M E N T

10.10.050 RE Rural Estates Zone

- A. Purpose: The purpose of this zone is to provide permanent area for small farms, hobby farms and limited agricultural development for personal use.
- B. Permitted uses: Uses permitted in this zone, following the issuance of a building permit for a permanent dwelling, are as follows:
 - 1. Single-family dwellings not less than 1,000 sq. ft. on the main floor;
 - 2. Accessory buildings and uses;
 - 3. Home occupations;
 - 4. Raising of crops, gardens, and horticulture;
 - 5. Residential facility for persons with a disability (see AVLU 10.28 for supplementary information); permanent residence not required.
 - 6. Residential facility for the elderly (see AVLU 10.28 for supplementary information); permanent residence not required.
 - 7. Churches; permanent residence not required.
 - 8. Public park or playgrounds;
 - 9. The keeping of animals and fowl for family food production, but not for commercial use.
 - 10. Animal Allowances/Restrictions:
 - a. The number of domesticated animals which may be maintained on the property shall be determined on the basis of a point system. No lot shall exceed one hundred (100) points per acre. All Lots will be apportioned 25 points in 0.25 acre increments up to 250 points or 2.5 acres. (e.g., a 1.20 acre lot is allocated 100 points. A 1.25 acre lot is allocated 125 points). After 5 acres, 25 points per 0.25 acre increments up to 500 points or 7.5 acres. ~~After 10 acres, 25 points per 0.25 acre increments up to 750 points or 12.5 acres. After 15 acres, 25 points per 0.25 acre increments up to 1000 points or 20 acres. (eg. a 12 acre lot is allocated 250 points for the first 5 acres, 250 points for the 2nd 5 acres, plus 200 points for the next 2 acres for a total of 700 points).~~
 - b. Type of animal or fowl (number of points per animal), further

restrictions:

- (1) Cow, horse, donkey, mule, or similar large animal, and potbelly pig 25 points each, but not to exceed the maximum of ten (10) large animals per five (5) acres;
 - (2) Miniature horses, sheep, goats, or similar medium-size animals, less than 36 inches in height as measured from the withers, (8 points each), but not to exceed the maximum of twenty (20) medium animals per five (5) acres;
 - c. Chickens, ducks, pigeons, doves, rabbits, turkeys, geese, pheasants, and similar small and medium-size fowl are not to exceed twenty thirty (30) per One (1) acre;
 - d. No rooster is permitted on any lot which is less than one (1) acre. Lots 1 acre or larger may have one (1) rooster per thirty (30) chickens.
 - e. Only domestic and farm animals including household dogs and pets shall be kept on any lot with in the Rural Estates Zone.
 - f. Other than domesticated potbelly pigs allowed under AVLU 10.10.050.B.11.b(1), the keeping of any pigs is not allowed in the Rural Estates Zone.
 - g. The following shall be excluded from consideration for the purpose of determining compliance with this section:
 - (1) The unweaned, offspring of a residing animal or fowl, under six (6) months of age.
 - (2) Residents 18 years or younger participating in a 4-H, FFA or similar youth program raising an animal with the intent to sell the animal at auction within twelve (12) months.
 - h. Animals shall be contained in proper pens, coups, corals, pasture, paddock, arena, or similar exercise area on owners property Animal enclosures shall be cleaned regularly, be kept in good repair, give the animals ample room, and offer the animals shelter and shade.
 - i. Noise, safety, pests or smell nuisances that result from improper care of animals or property are strictly prohibited. Property owners must implement a fly mitigation program with deployment of fly traps, fly spray chemicals or fly predators and maintain these devices and methods during the fly season for vector control.
 - j. Violation of AVLU 10.10.050.B.11 is an infraction punishable by fine up to \$750 if violation is not corrected within thirty (30) days of initial notice of violation.
- C. Conditional Uses: Uses requiring a conditional use permit in this zone are as follows:
- ~~1. Assisted living facility (RE-5, RE-10, RE-20, RE-X only)~~
 2. Accessory use and buildings before a building permit is issued.
 3. Raising of crops, gardens, and horticulture before a building permit is issued.
 4. The keeping of animals and fowl for family food production, but not for commercial use before a building permit is issued.
- D. Any use not specifically allowed under permitted uses shall be prohibited unless the planning commission determines the use is substantially the same as a permitted or

conditional use as provided in subsection 10-7-180-E4 of this title.

- E. Height Regulations: No building shall be erected to a height greater than thirty-five (35) feet. No accessory building shall be erected to a height greater than twenty-five (25) feet.

F. Minimum Area, Width, and Yard Regulations

District	Area	Lot Width in Feet	Yard Setbacks in Feet for Primary Residence			Square Feet Maximum Size of	Square Feet Maximum Size of	Maximum Building Coverage
	Minimum	Minimum	Front	Side	Rear	Accessory Building	Accessory Building	On lot (see 10.28.240 D)
RE-1.0	1.0 acre	100	25	10	10	4,000	700	50%
RE-2.5	2.5 acres	150	25	25	25	4,500	1,000	50%
RE-5.0	5.0 acres	200	25	25	25	5,000	1,500	50%
RE-10.0	10.0 acres	300	25	25	25	6,000	1,800	50%
Re-20.0	20.0 acres	400	25	25	25	8,000	2,500	50%
RE-X	**Any Size	400	25	25	25	10,000	3,000	50%

** No more than one (1) Primary home on a property.

G. Modifying Regulations:

- Shipping containers shall not be stacked unless they are used for an accessory building structure or primary dwelling structure and the exterior is completely covered by an exterior siding that must meet all visual and structural requirements set forth by the building and safety ordinances.
- Any accessory building must not exceed 25 feet in height.
- All accessory building permits must be accompanied by a building permit for a primary dwelling or be used in conjunction with an existing primary dwelling. An accessory building permit may be issued without a primary dwelling being on the property with a Conditional Use Permit (CUP).
- No accessory building shall be occupied or used as any type of living space.
- Side Yards: The side yard setback on a "street side" yard shall be the same as a front yard setback. Accessory buildings located at least ten (10) feet away

- from the main building must have a side or rear property setback of at least ten (10) feet on interior lot lines.
- f. Distance Between Buildings: No two (2) buildings on the same property shall be located closer together than ten (10) feet. No building, structure, or pen/corral/coop/ housing animals or fowl shall be constructed closer than fifty (50) feet to a dwelling unit on an adjacent lot, or thirty (30) feet from property line, whichever is further. Animal enclosures shall be behind the main dwelling and shall be no closer than thirty (30) feet to main dwelling.
 - g. Prohibited Materials and Storage: No trash, rubbish, weeds, or other combustible material shall be allowed to remain on any lot outside of approved containers in any residential zone. No junk, debris, or junk cars shall be stored or allowed to remain on any lot in any residential zone.
 - h. All lighting shall comply with AVLU 10.26 Outdoor Lighting Ordinance.
 - i. Permitted and conditional uses set forth in this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.
 - (1) Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.
 - (2) No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.
 - j. Greater size and height: Notwithstanding the height and size limitations shown in this section, a greater building and accessory height and size may be allowed pursuant to a conditional use permit.
 - k. For additional restrictions and clarifications in this zone, see AVLU 10.28 Supplementary and Qualifying Regulations for Land Use and Building.
 - l. All street, drainage, utility and other public improvements shall be installed as required by the applicable town ordinances, standards and regulations. However, upon recommendation by the Planning Commission and approval of the Town Council based upon good cause shown, the requirements for the installation of dry sewer, curb, gutter and asphalt may be waived or delayed, as the Town Council, in its discretion, may determine.
 - m. On large lots 2.5 Acre and larger the minimum lot size may be smaller than required, by the amount needed for road dedications.

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: EFFECTIVE DATE This Ordinance shall be in full force and effective immediately after the required approval.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

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

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley



PLANNING COMMISSION MEETING AND HEARING

1777 N Meadowlark Dr, Apple Valley
Wednesday, August 07, 2024 at 6:00 PM

MINUTES

Chairman | Bradley Farrar

Commissioners | Lee Fralish | Richard Palmer | Garth Hood | Becky Wood

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

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Chairman Bradley Farrar

Commissioner Lee Fralish

Commissioner Richard Palmer

Commissioner Garth Hood

Commissioner Becky Wood

CONFLICT OF INTEREST DISCLOSURES

Commissioner Fralish announced a conflict of interest and will abstain on items 33-40.

HEARING ON THE FOLLOWING

Chairman Farrar provided clarification on agenda items 8-20, which involved thirteen town-initiated zone changes. It was noted that in the past, certain zone changes had been made that were not in the best interest of the town or its residents and had conflicted with the town's general plan. These previous changes had approved approximately 3,300 new homes, a number that far exceeded the town's capacity in terms of staff, water, and infrastructure. The proposed zone changes aimed to reduce the number of lots to around 550, a more manageable figure. Chairman Farrar emphasized that all required notices had been sent to affected and surrounding property owners. It was made clear that the upcoming public hearings would be for comments only, with each person allowed three minutes to speak, and that the planning commission members would not be engaging in a Q&A session.

1. Adopt Title 10.42 Controlled Growth Management Plan, Ordinance-O-2024-45.

Chairman Farrar opened the hearing to adopt Title 10.42 Controlled Growth Management Plan, Ordinance-O-2024-45.

Bruce Baird, representing several entities including Jepson Resorts, Wells, and Holmes Enterprises, expressed strong opposition to the proposed Growth Management ordinance. Baird claimed that the ordinance was entirely illegal under Utah law, alleging that it allowed for unlimited discretion and favoritism, and constituted an abuse of discretion. He warned that if the ordinance were adopted, legal action would be taken immediately, predicting that the town would lose the case and face legislative changes imposed by the state. Baird described the ordinance as potentially the most flawed land use proposal he had encountered in Utah. He acknowledged that the planning commission was only making a recommendation at this stage and stated his intention to present the same arguments to the town council if a hearing occurred. He also mentioned the possibility of saving his detailed objections for either a formal presentation to the council or future litigation.



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Chairman Farrar closed the hearing to adopt Title 10.42 Controlled Growth Management Plan, Ordinance-O-2024-45.

2. Repeal Title 10.10.060 SF Single Family Residential Zone, Ordinance-O-2024-46.

Chairman Farrar clarified during the meeting that the town was not prosing to eliminate one-acre parcels.

Chairman Farrar opened the hearing to repeal Title 10.10.060 SF Single Family Residential Zone, Ordinance-O-2024-46.

Bruce Baird further addressed the planning commission, asserting that any attempt to alter vested rights through the proposed down zonings would violate the doctrine of vested rights under Utah law. He warned that the town could be liable for tens of millions of dollars in damages for breaching development agreements. Baird specifically mentioned projects he represents, including Jepson, West Temple, and Crimson Peaks, stating that these developments have vested rights that the town cannot legally change. He reiterated that attempting to do so would be a significant legal error.

Brandon Hanson, the owner of the Crimson Peaks development, addressed the council, expressing concerns over the proposed downzoning of vested properties. Hanson acknowledged that legal opinions might differ on whether the properties were vested, but emphasized that regardless of the legal aspects, it would be morally and ethically wrong to proceed with the downzoning. He argued that his development had been contributing positively to the community, including providing resources like a water tank and a well, and that downzoning would unjustly affect his property rights. Hanson urged the council to consider the ethical implications, comparing the situation to altering mortgage terms, which would be clearly wrong. He expressed a desire to find common ground and collaborate with the council but noted that no such discussions had taken place. Hanson reiterated that the downzoning, beyond the legal arguments, was simply unethical and unjust.

Chairman Farrar closed the hearing to repeal Title 10.10.060 SF Single Family Residential Zone, Ordinance-O-2024-46.

3. Update Town Design Standards and Specifications, Add Section 3.6.7.5 Storage Tanks.

Chairman Farrar opened the hearing to update Town Design Standards and Specifications, Add Section 3.6.7.5 Storage Tanks.

No public comments.

Chairman Farrar closed the hearing to update Town Design Standards and Specifications, Add Section 3.6.7.5 Storage Tanks.



PLANNING COMMISSION MEETING AND HEARING

1777 N Meadowlark Dr, Apple Valley
Wednesday, August 07, 2024 at 6:00 PM

MINUTES

4. Adopt Title 10.39 Drones On Private Property, Ordinance-O-2024-40.

Chairman Farrar opened the hearing to adopt Title 10.39 Drones On Private Property, Ordinance-O-2024-40.

No public comments.

Chairman Farrar closed the hearing to adopt Title 10.39 Drones On Private Property, Ordinance-O-2024-40.

5. Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1368-TR. Applicant: Lyman Family Farm Inc.

Chairman Farrar opened the hearing for Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1368-TR. Applicant: Lyman Family Farm Inc.

No public comments.

Chairman Farrar closed the hearing for Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1368-TR. Applicant: Lyman Family Farm Inc.

6. Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1354-D-8, AV-1354-D-7, AV-1354-D-6. Applicant: Hutchings, Shayne E & Julie TRS.

Chairman Farrar opened the hearing for Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1354-D-8, AV-1354-D-7, AV-1354-D-6. Applicant: Hutchings, Shayne E & Julie TRS.

No public comments.

Chairman Farrar closed the hearing for Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1354-D-8, AV-1354-D-7, AV-1354-D-6. Applicant: Hutchings, Shayne E & Julie TRS.

7. Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1354-D-10. Applicant: Perry and Judy Keys.

Chairman Farrar opened the hearing for Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1354-D-10. Applicant: Perry and Judy Keys.

No public comments.

Chairman Farrar closed the hearing for Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1354-D-10. Applicant: Perry and Judy Keys.



PLANNING COMMISSION MEETING AND HEARING

1777 N Meadowlark Dr, Apple Valley
Wednesday, August 07, 2024 at 6:00 PM

MINUTES

8. Zone Change Application on parcel: AV-1327-B (Simply 899 LLC) from Cabins or Tiny Home Parks Zone (CTP) to Rural Estates Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar opened the hearing for Zone Change Application on parcel: AV-1327-B (Simply 899 LLC) from Cabins or Tiny Home Parks Zone (CTP) to Rural Estates Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Margie Ososki, resident, asked during the meeting if the parcel in question was the one owned by Bob Campbell. A question was raised about the presence of cabins on a parcel that was previously zoned commercial.

Bruce Baird raised a concern about the application for down zoning, asking the chairman to confirm whether the applicant was Simply 889 LLC. Chairman Farrar clarified that Simply 889 LLC was the owner of the property. Baird, identifying as counsel for Simply 889 LLC, asserted that the application had been submitted fraudulently, as Simply 889 LLC had not authorized the filing. He argued that the city did not have the authority to consider the application due to its fraudulent nature and objected to the down zoning on the grounds that it could constitute an improper taking. Baird emphasized that the application was not appropriately initiated, as Simply 889 LLC had not signed it.

Chairman Farrar closed the hearing for Zone Change Application on parcel: AV-1327-B (Simply 899 LLC) from Cabins or Tiny Home Parks Zone (CTP) to Rural Estates Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

9. Zone Change Application on parcel: AV-1311-A-7-A (Gooseberry Preserve LLC) from Planned Development (PD) to Rural Estates Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar opened the hearing for Zone Change Application on parcel: AV-1311-A-7-A (Gooseberry Preserve LLC) from Planned Development (PD) to Rural Estates Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Rich Ososki, a resident, expressed strong support for the proposed changes, stating that he had supported them from the beginning and had voted in favor. He noted that his neighbors had also come around to support the changes.

Tish Lisonbee addressed the commission on behalf of a project, highlighting that the project had undergone several public hearings and votes. Lisonbee referenced the support of Rich Ososki and noted that the project had received general approval previously. They pointed out that the developer had paid over \$100,000 in impact fees to the water district and had a signed developer agreement. Lisonbee argued that unraveling these arrangements would be impractical and requested clarification on whether a refund would be provided.



PLANNING COMMISSION MEETING AND HEARING

1777 N Meadowlark Dr, Apple Valley
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MINUTES

Chairman Farrar closed the hearing for Zone Change Application on parcel: AV-1311-A-7-A (Gooseberry Preserve LLC) from Planned Development (PD) to Rural Estates Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

10. Zone Change Application on parcel: AV-1-3-5-211 (Heber R Allred) from Single-Family Residential > 20,000 Sq Ft (SF-.5) and Highway Commercial (C-2) to Rural Estates Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar opened the hearing for Zone Change Application on parcel: AV-1-3-5-211 (Heber R Allred) from Single-Family Residential > 20,000 Sq Ft (SF-.5) and Highway Commercial (C-2) to Rural Estates Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

No public comments.

Chairman Farrar closed the hearing for Zone Change Application on parcel: AV-1-3-5-211 (Heber R Allred) from Single-Family Residential > 20,000 Sq Ft (SF-.5) and Highway Commercial (C-2) to Rural Estates Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

11. Zone Change Application on parcels: AV-1353-JC2, AV-1383-JC2, AV-1352, AV-1341, AV-1340, AV-1347 (Jepson Canyon Resort Development Co., Inc) from Planned Development (PD) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar opened the hearing for Zone Change Application on parcels: AV-1353-JC2, AV-1383-JC2, AV-1352, AV-1341, AV-1340, AV-1347 (Jepson Canyon Resort Development Co., Inc) from Planned Development (PD) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Bruce Baird addressed the planning commission, representing Jepson Canyon Resort. Baird expressed concerns that the application for downzoning, if it was indeed purported to be on behalf of Jepson Canyon Resort, would be considered a forgery and unauthorized. He stated that Jepson Canyon Resort did not agree to the downzoning, which would violate the development agreement granting vested rights for the specified units. Baird emphasized that the resort had acted with reasonable diligence. He cited a legal precedent, *Tooele Associates v. Tooele City*, where a city faced a \$21 million judgment for attempting to remove vested development rights. Baird argued that downzoning the property would not only be legally incorrect but also morally reprehensible, showing a lack of respect for private property rights and demonstrating a level of arrogance that could lead to legal repercussions.

Tish Lisonbee addressed the planning commission, reminding the members that there had not yet been a water study to support the claim that the town could not handle the proposed growth. Lisonbee



PLANNING COMMISSION MEETING AND HEARING

1777 N Meadowlark Dr, Apple Valley
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MINUTES

argued that it was premature to make changes affecting property owners who had invested thousands of dollars in zoning changes and, in some cases, sold their property. They expressed concern that the proposed changes were unfairly impacting individuals' property values and criticized the approach as essentially taking away from people's hard-earned investments. Lisonbee acknowledged the desire for open space but maintained that the current actions were unjust.

David Calder, Town Clerk Jenna Vizcardo read comment into the record: Please clarify. We did not apply. Is the Town authorized to apply on our behalf or any other developers. Clarification is appreciated.

Libby Wells addressed the planning commission, noting that the Oculta Roca development had been approved and progressed, while other developments were being placed on hold or downgraded due to water concerns. Wells pointed out that the Roca development, being substantial, would also require water resources. They concluded with a brief statement, emphasizing the ongoing issue with water availability.

Chairman Farrar closed the hearing for Zone Change Application on parcels: AV-1353-JC2, AV-1383-JC2, AV-1352, AV-1341, AV-1340, AV-1347 (Jepson Canyon Resort Development Co., Inc) from Planned Development (PD) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

12. Zone Change Application on parcels: AV-1382-JC2, AV-1381, AV-1337-A-1-A-1-A, AV-1381-JC1, AV-1384-JC3, AV-1338-A-1-JC3, AV-1385-JC3, AV-1338-A-2 (Little Creek Land Company, LLC) from Planned Development (PD) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar opened the hearing for Zone Change Application on parcels: AV-1382-JC2, AV-1381, AV-1337-A-1-A-1-A, AV-1381-JC1, AV-1384-JC3, AV-1338-A-1-JC3, AV-1385-JC3, AV-1338-A-2 (Little Creek Land Company, LLC) from Planned Development (PD) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

No public comments.

Chairman Farrar closed the hearing for Zone Change Application on parcels: AV-1382-JC2, AV-1381, AV-1337-A-1-A-1-A, AV-1381-JC1, AV-1384-JC3, AV-1338-A-1-JC3, AV-1385-JC3, AV-1338-A-2 (Little Creek Land Company, LLC) from Planned Development (PD) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

13. Zone Change Application on parcel: AV-1319-A (Tru South, LLC) from Rural Estate 1 Acres Zone (RE-1) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."



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Chairman Farrar opened the hearing for Zone Change Application on parcel: AV-1319-A (Tru South, LLC) from Rural Estate 1 Acres Zone (RE-1) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

No public comments.

Chairman Farrar closed the hearing for Zone Change Application on parcel: AV-1319-A (Tru South, LLC) from Rural Estate 1 Acres Zone (RE-1) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

14. Zone Change Application on parcels: AV-1317-B, AV-1317-D (Mark Bryan TR) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar opened the hearing for Zone Change Application on parcels: AV-1317-B, AV-1317-D (Mark Bryan TR) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Scout Holm clarified to the planning commission that the matter being discussed was part of the Crimson Peaks subdivision, which is located directly behind the current meeting location. They wanted to ensure that this connection was clearly understood.

Bruce Baird, representing Mr. Holm and the project, addressed the chairman, clarifying that the discussion involved the Crimson Peaks subdivision. Baird expressed concerns that the downzoning was not properly authorized and was an attempt to deny vested rights. They criticized the town's handling of water impact fees, noting that the town had a fee structure allowing for payment for water connections. Baird argued that it was contradictory to accept a \$17,000 water impact fee while using the lack of water as a reason for downzoning. They also mentioned that requiring additional share dedication amounted to a double charge under impact fee law. Baird expressed frustration with the town's actions and questioned their rationale.

Chairman Farrar closed the hearing for Zone Change Application on parcels: AV-1317-B, AV-1317-D (Mark Bryan TR) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

15. Zone Change Application on parcel: AV-1325 (Fountainhead Consulting, Inc.) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar opened the hearing for Zone Change Application on parcel: AV-1325 (Fountainhead Consulting, Inc.) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."



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Brandon Hanson addressed the planning commission commenting on water resource use in different property sizes. Hanson shared that he had spent two days with the cities of Hurricane and St. George, noting that there were over 24 developments with half-acre lots adjacent to one-acre properties. He argued that one-acre properties did not necessarily use fewer resources than two half-acre properties and that people with one-acre lots often engage in activities like farming, which can use more water. Hanson contended that the argument for down zoning from one-acre to smaller lots to save resources was flawed, citing a lack of evidence supporting the claim. He also mentioned discrepancies in the information he received about zoning changes, with some letters indicating different lot sizes than others. Overall, Hanson asserted that one-acre lots do not inherently use fewer resources compared to smaller lots.

Chairman Farrar opened the hearing for Zone Change Application on parcel: AV-1325 (Fountainhead Consulting, Inc.) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

16. Zone Change Application on parcels: AV-1324-A, AV-1323-A, AV-1322-A (Kravetz Frederick M TR) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar opened the hearing for Zone Change Application on parcels: AV-1324-A, AV-1323-A, AV-1322-A (Kravetz Frederick M TR) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Scout Holm reiterated that the matter being discussed was part of the Crimson Peaks subdivision, including item number 17. Holm wanted to ensure the commission was clear that both items were related to the same subdivision.

Chairman Farrar closed the hearing for Zone Change Application on parcels: AV-1324-A, AV-1323-A, AV-1322-A (Kravetz Frederick M TR) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

17. Zone Change Application on parcels: AV-1-2-19-313, AV-1-2-19-312, AV-1-2-19-315, AV-1-2-19-316, AV-1-2-19-317, AV-1-2-19-420 (Scout Reggie Holm) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar opened the hearing for Zone Change Application on parcels: AV-1-2-19-313, AV-1-2-19-312, AV-1-2-19-315, AV-1-2-19-316, AV-1-2-19-317, AV-1-2-19-420 (Scout Reggie Holm) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."



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Bruce Baird addressed the chairman, representing Mr. Holm. Baird pointed out that on page 427 of the staff report agenda packet, the document in question did not have a proper applicant signature, indicating it might be fraudulent. He asserted that even if there were an applicant, the actual property owner objected to the proposal. Baird emphasized that the proposal violated vested rights and water-related issues previously mentioned. He chose not to elaborate further on his criticisms of the motives behind the proposal, focusing instead on the procedural and legal concerns.

Chairman Farrar closed the hearing for Zone Change Application on parcels: AV-1-2-19-313, AV-1-2-19-312, AV-1-2-19-315, AV-1-2-19-316, AV-1-2-19-317, AV-1-2-19-420 (Scout Reggie Holm) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

18. Zone Change Application on parcels: AV-1313-D-1-A, AV-1313-D-2 (Holm House LLC) from Single-Family Residential > 20,000 Sq Ft Zone (SF-.5) and Single-Family Residential > 40,000 Sq Ft (SF-1.0) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar opened the hearing for Zone Change Application on parcels: AV-1313-D-1-A, AV-1313-D-2 (Holm House LLC) from Single-Family Residential > 20,000 Sq Ft Zone (SF-.5) and Single-Family Residential > 40,000 Sq Ft (SF-1.0) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Bruce Baird, representing Holm House LLC, reiterated concerns previously raised about vested rights, water issues, and the improper signature on the application. Baird questioned why the town was proceeding with a hearing at the town council given these issues. He respectfully requested that the hearing be continued, citing several reasons for this request. Baird expressed concern that the town's actions might lead to further legal challenges and potentially result in court proceedings if the issues were not addressed.

Chairman Farrar closed the hearing for Zone Change Application on parcels: AV-1313-D-1-A, AV-1313-D-2 (Holm House LLC) from Single-Family Residential > 20,000 Sq Ft Zone (SF-.5) and Single-Family Residential > 40,000 Sq Ft (SF-1.0) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

19. Zone Change Application on parcel: AV-1327 (Holm House LLC) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar opened the hearing for Zone Change Application on parcel: AV-1327 (Holm House LLC) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."



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Bruce Baird addressed the chairman, he reiterated that, for the same reasons previously stated, the matter should be recommended for denial or tabled by the planning commission. Baird warned that proceeding with the matter could lead to litigation that the town could not afford and would likely lose. He criticized the town's belief in having insurance coverage for handling such illegal zoning actions and suggested that the town's budget would be better spent on providing actual services rather than pursuing what he perceived as misguided actions.

Chairman Farrar closed the hearing for Zone Change Application on parcel: AV-1327 (Holm House LLC) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

20. Zone Change Application on parcels: AV-1348-A, AV-1345, AV-1346, AV-1326 (Holm House LLC) from Rural Estates 1 Acre Zone (RE-1.0) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar opened the hearing for Zone Change Application on parcels: AV-1348-A, AV-1345, AV-1346, AV-1326 (Holm House LLC) from Rural Estates 1 Acre Zone (RE-1.0) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Bruce Baird addressed the chairman, indicating that he was making the same comments on behalf of the property owner as previously discussed and did not need to repeat them.

Chairman Farrar closed the hearing for Zone Change Application on parcels: AV-1348-A, AV-1345, AV-1346, AV-1326 (Holm House LLC) from Rural Estates 1 Acre Zone (RE-1.0) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

DISCUSSION AND POSSIBLE ACTION ITEMS

21. Adopt Title 10.42 Controlled Growth Management Plan, Ordinance-O-2024-45.

Chairman Farrar explained that the proposed ordinance was modeled after similar ordinances from other cities, with modifications made to suit the town's specific needs. The ordinance aimed to promote slow and responsible growth, allowing the town to manage development effectively. The plan was to permit the construction of twenty homes per year, with half allocated to homeowners intending to live in the homes and the other half to developers. The chairman noted that this number could be adjusted in the future as the town's capacity to handle growth increased. Additionally, it was clarified that the steps to receive an allotment would apply only to developers, not to owner/builders.

Chairman Farrar invited comments from the other commissioners, expressing a willingness to hear any feedback or thoughts on the matter.

One participant expressed support for the plan, describing it as a good approach. Chairman Farrar agreed, mentioning that similar practices have been successfully implemented in other cities, such as



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Boulder, Nevada, for over 20 years. He reiterated that the ordinance was adapted by modifying the wording to fit the town's needs. Chairman Farrar also emphasized that the plan could be revisited and adjusted as the town's capacity for growth increases, allowing for flexibility in the number of homes permitted. He then opened the floor for any further questions or comments.

Motion: Commissioner Fralish motioned we adopt Title 10.42 Controlled Growth Management Plan, Ordinance-O-2024-45.

Motion made by Commissioner Fralish, Seconded by Commissioner Palmer.

Voting Yea: Chairman Farrar, Commissioner Fralish, Commissioner Palmer, Commissioner Hood, Commissioner Wood

The vote was unanimous and the motion carried.

22. Repeal Title 10.10.060 SF Single Family Residential Zone, Ordinance-O-2024-46.

Chairman Farrar introduced a discussion on repealing Title 10, Section 10.10.060. This repeal would remove the Single-Family zoning designation, affecting only Cedar Point, which will be grandfathered with its current block sizes. The move aims to streamline zoning by focusing on agricultural and rural development, as Single-Family zoning is seen as unsuitable for the rural character of the town. Although Single Family zoning is being removed, the one-acre lot size for Rural Estates will remain unchanged. This will ensure that one-acre lots are still available, though they will no longer be designated as Single Family.

Motion: Commissioner Hood motioned that we recommend approval of item 22, 10.10.060 SF Single Family Residential Zone, Ordinance-O-2024-46.

Motion made by Commissioner Hood, Seconded by Commissioner Wood.

Voting Yea: Chairman Farrar, Commissioner Fralish, Commissioner Palmer, Commissioner Hood, Commissioner Wood

The vote was unanimous and the motion carried.

23. Update Town Design Standards and Specifications, Add Section 3.6.7.5 Storage Tanks.

Chairman Farrar explained that Big Plains' policies require all tanks built for the district to be made of concrete. The town is proposing updating its ordinances to align with this requirement.

Motion: Commissioner Hood motioned that we recommend approval of item 23, Update Town Design Standards and Specifications, Add Section 3.6.7.5 Storage Tanks.

Motion made by Commissioner Hood, Seconded by Commissioner Palmer.

Voting Yea: Chairman Farrar, Commissioner Fralish, Commissioner Palmer, Commissioner Hood, Commissioner Wood



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The vote was unanimous and the motion carried.

24. Adopt Title 10.39 Drones On Private Property, Ordinance-O-2024-40.

Chairman Farrar stated that the new ordinance would clarify that drones are not allowed to be flown over private property. This reflects the existing state code and is being incorporated into the town's ordinances for consistency.

Motion: Commissioner Fralish motioned we adopt Title 10.39 Drones On Private Property, Ordinance-O-2024-40.

Motion made by Commissioner Fralish, Seconded by Commissioner Palmer.

Voting Yea: Chairman Farrar, Commissioner Fralish, Commissioner Palmer, Commissioner Hood, Commissioner Wood

The vote was unanimous and the motion carried.

25. Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1368-TR. Applicant: Lyman Family Farm Inc.

Chairman Farrar introduced item number 25, which involves an application to change the zoning from Open Space Transitional (OST) to Agricultural Zone (A-X). The applicant is Lyman Family Farm Inc, for a 240-acre parcel located on the south side of Main Street. The land is currently designated as OST.

Motion: Commissioner Wood motioned to recommend approval for Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1368-TR. Applicant: Lyman Family Farm Inc.

Motion made by Commissioner Wood, Seconded by Commissioner Hood.

Voting Yea: Chairman Farrar, Commissioner Fralish, Commissioner Palmer, Commissioner Hood, Commissioner Wood

The vote was unanimous and the motion carried.

26. Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1354-D-8, AV-1354-D-7, AV-1354-D-6. Applicant: Hutchings, Shayne E & Julie TRS.

Chairman Farrar clarified that the proposal concerns two five-acre parcels and one ten-acre parcel on the south side of Main Street, all currently zoned Open Space Transitional (OST).

Motion: Commissioner Hood motioned that we recommend approval on item 26, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1354-D-8, AV-1354-D-7, AV-1354-D-6. Applicant: Hutchings, Shayne E & Julie TRS.



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Motion made by Commissioner Hood, Seconded by Commissioner Fralish.

Voting Yea: Chairman Farrar, Commissioner Fralish, Commissioner Palmer, Commissioner Hood, Commissioner Wood

The vote was unanimous and the motion carried.

27. Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1354-D-10. Applicant: Perry and Judy Keys.

Chairman Farrar clarified that the application involves one ten-acre parcel on the south side of Main Street, which is currently zoned Open Space Transitional (OST).

Motion: Commissioner Wood motioned to approve Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1354-D-10. Applicant: Perry and Judy Keys.

Motion made by Commissioner Wood, Seconded by Commissioner Palmer.

Voting Yea: Chairman Farrar, Commissioner Fralish, Commissioner Palmer, Commissioner Hood, Commissioner Wood

The vote was unanimous and the motion carried.

28. Zone Change Application on parcel: AV-1327-B (Simply 899 LLC) from Cabins or Tiny Home Parks Zone (CTP) to Rural Estates Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar introduced the zone change for parcel AV-1327. The application seeks to change the zoning from Cabins or Tiny Home Park to Rural Estates 5-acre (RE-5). This change aims to lower density, align with the master general plan, and address water issues. The 40-acre property is located on the north side of Main Street, near the turnoff for Gooseberry Mesa. Chairman Farrar then invited questions, comments, and concerns.

Motion: Commissioner Fralish motioned that approve the application Zone Change Application on parcel: AV-1327-B (Simply 899 LLC) from Cabins or Tiny Home Parks Zone (CTP) to Rural Estates Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Motion made by Commissioner Fralish, Seconded by Commissioner Palmer.

Voting Yea: Chairman Farrar, Commissioner Fralish, Commissioner Palmer, Commissioner Hood, Commissioner Wood

The vote was unanimous and the motion carried.

29. Zone Change Application on parcel: AV-1311-A-7-A (Gooseberry Preserve LLC) from Planned Development (PD) to Rural Estates Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."



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Chairman Farrar introduced item number 29; a zone change for parcel AV-1311-A-7-A. The application seeks to change the zoning from Planned Development to Rural Estates 5-acre (RE-5). This change aims to lower density, align with the general plan, and address water issues.

Motion: Commissioner Wood motioned to approve Zone Change Application on parcel: AV-1311-A-7-A (Gooseberry Preserve LLC) from Planned Development (PD) to Rural Estates Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Motion made by Commissioner Wood, Seconded by Commissioner Palmer.

Voting Yea: Chairman Farrar, Commissioner Fralish, Commissioner Palmer, Commissioner Hood, Commissioner Wood

The vote was unanimous and the motion carried.

30. Zone Change Application on parcel: AV-1-3-5-211 (Heber R Allred) from Single-Family Residential > 20,000 Sq Ft (SF-.5) and Highway Commercial (C-2) to Rural Estates Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar introduced item number 30; a zone change for parcel AV-1-3-5-211. The proposal seeks to change the zoning from Single Family Residential (half-acre) and Highway Commercial (C-2) to Rural Estates 5-acre (RE-5). This change aims to lower density, align with the general plan, and address water issues. The 136-acre property is located on the south side of Main Street and is currently zoned for half-acre single-family and commercial uses. The proposed change is to RE-5.

Motion: Commissioner Fralish motioned we approve the Zone Change Application on parcel: AV-1-3-5-211 (Heber R Allred) from Single-Family Residential > 20,000 Sq Ft (SF-.5) and Highway Commercial (C-2) to Rural Estates Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Motion made by Commissioner Fralish, Seconded by Commissioner Hood.

Voting Yea: Chairman Farrar, Commissioner Fralish, Commissioner Palmer, Commissioner Hood, Commissioner Wood

The vote was unanimous and the motion carried.

31. Zone Change Application on parcels: AV-1353-JC2, AV-1383-JC2, AV-1352, AV-1341, AV-1340, AV-1347 (Jepson Canyon Resort Development Co., Inc) from Planned Development (PD) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar introduced item number 31; a zone change for multiple parcels. The proposal seeks to change the zoning from Planned Development to Rural Estates 5-acre (RE-5). The purpose of this change is to lower density, align with the general plan, and address water issues. The property is located across



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from Chevron and is currently zoned as Planned Development. The proposed change is to RE-5. The Chairman then invited concerns regarding the application.

Motion: Commissioner Hood motioned that we recommend approval for the Zone Change Application on parcels: AV-1353-JC2, AV-1383-JC2, AV-1352, AV-1341, AV-1340, AV-1347 (Jepson Canyon Resort Development Co., Inc) from Planned Development (PD) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Motion made by Commissioner Hood, Seconded by Commissioner Wood.

Voting Yea: Chairman Farrar, Commissioner Fralish, Commissioner Palmer, Commissioner Hood, Commissioner Wood

The vote was unanimous and the motion carried.

32. Zone Change Application on parcels: AV-1382-JC2, AV-1381, AV-1337-A-1-A-1-A, AV-1381-JC1, AV-1384-JC3, AV-1338-A-1-JC3, AV-1385-JC3, AV-1338-A-2 (Little Creek Land Company, LLC) from Planned Development (PD) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar introduced item number 32; a zone change for multiple parcels. The proposal seeks to change the zoning from Plan Development to Rural Estates 5-acre (RE-5). The purpose is to lower density, align with the general plan, and address water issues. This property is across from Chevron and is currently zoned Planned Development. Although this application is from a different landowner and has different parcel numbers, it covers the same area as the previous application. The proposed change is to RE-5.

Motion: Commissioner Wood motioned that we recommend approval for Zone Change Application on parcels: AV-1382-JC2, AV-1381, AV-1337-A-1-A-1-A, AV-1381-JC1, AV-1384-JC3, AV-1338-A-1-JC3, AV-1385-JC3, AV-1338-A-2 (Little Creek Land Company, LLC) from Planned Development (PD) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Motion made by Commissioner Wood, Seconded by Commissioner Hood.

Voting Yea: Chairman Farrar, Commissioner Fralish, Commissioner Palmer, Commissioner Hood, Commissioner Wood

The vote was unanimous and the motion carried.

33. Zone Change Application on parcel: AV-1319-A (Tru South, LLC) from Rural Estate 1 Acres Zone (RE-1) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar introduced item number 33, a zone change for parcel AV-1319-A. The proposal seeks to change the zoning from Rural Estates 1-acre (RE-1) to Rural Estates 5-acre (RE-5). The purpose of this



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change is to lower density, align with the general plan, and address water issues. The 66-acre property is located near the water tanks in Apple Valley Ranches subdivision. The current zoning is RE-1, and the proposed change is to RE-5.

Chairman Farrar confirmed that this is item number 33 and invited any questions or comments.

Motion: Commissioner Hood motioned that we recommend approval for item 33, Zone Change Application on parcel: AV-1319-A (Tru South, LLC) from Rural Estate 1 Acres Zone (RE-1) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Motion made by Commissioner Hood, Seconded by Commissioner Palmer.

Voting Yea: Chairman Farrar, Commissioner Fralish, Commissioner Palmer, Commissioner Hood, Commissioner Wood

The vote was unanimous and the motion carried.

34. Zone Change Application on parcels: AV-1317-B, AV-1317-D (Mark Bryan TR) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar introduced item number 34, a zone change for parcels AV-1317-B, AV-1317-D. The proposal seeks to change the zoning from Single Family (half-acre) to Rural Estates 5-acre (RE-5). This change aims to lower density, align with the general plan, and address water issues. The property is part of what was previously known as the Desert Rose subdivision, located near the Gooseberry subdivision. The current zoning allows for single-family half-acre lots, and the proposed change is to RE-5.

Commissioner Fralish announced a conflict of interest and will abstain from the vote.

Chairman Farrar then invited any other questions or comments.

Motion: Commissioner Hood motioned that we recommend approval for item 34, Zone Change Application on parcels: AV-1317-B, AV-1317-D (Mark Bryan TR) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Motion made by Commissioner Hood, Seconded by Commissioner Wood.

Voting Yea: Chairman Farrar, Commissioner Palmer, Commissioner Hood, Commissioner Wood

Voting Abstaining: Commissioner Fralish

The vote was four aye and one abstain and the motion carried 4-1.

35. Zone Change Application on parcel: AV-1325 (Fountainhead Consulting, Inc.) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."



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Chairman Farrar introduced item number 35, a zone change for parcel AV-1325. The proposal seeks to change the zoning from Single Family Residential (half-acre) to Rural Estates 5-acre (RE-5). The purpose is to lower density, align with the general plan, and address water issues. The property is part of what was previously known as the Desert Rose subdivision, near the Gooseberry subdivision. The current zoning allows for single-family half-acre lots, and the proposed change is to RE-5.

Motion: Commissioner Wood motioned to recommend Zone Change Application on parcel: AV-1325 (Fountainhead Consulting, Inc.) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Motion made by Commissioner Wood, Seconded by Commissioner Palmer.

Voting Yea: Chairman Farrar, Commissioner Palmer, Commissioner Hood, Commissioner Wood

Voting Abstaining: Commissioner Fralish

The vote was four aye and one abstain and the motion carried 4-1.

36. Zone Change Application on parcels: AV-1324-A, AV-1323-A, AV-1322-A (Kravetz Frederick M TR) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar introduced item number 36, a zone change for parcels AV-1324-A, AV-1323-A, AV-1322-A. The proposal seeks to change the zoning from Single Family Residential (half-acre) to Rural Estates 5-acre (RE-5). The aim is to lower density, align with the general plan, and address water issues. The property is part of what was previously known as the Desert Rose subdivision, located near the Gooseberry subdivision. The current zoning allows for single-family half-acre lots, and the proposed change is to RE-5.

Chairman Farrar then invited any comments from the commissioners.

Motion: Commissioner Hood motioned that we recommend approval for Zone Change Application on parcels: AV-1324-A, AV-1323-A, AV-1322-A (Kravetz Frederick M TR) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Motion made by Commissioner Hood, Seconded by Commissioner Wood.

Voting Yea: Chairman Farrar, Commissioner Palmer, Commissioner Hood, Commissioner Wood

Voting Abstaining: Commissioner Fralish

The vote was four aye and one abstain and the motion carried 4-1.

37. Zone Change Application on parcels: AV-1-2-19-313, AV-1-2-19-312, AV-1-2-19-315, AV-1-2-19-316, AV-1-2-19-317, AV-1-2-19-420 (Scout Reggie Holm) from Single-Family Residential > 20,000 Sq Ft (SF-



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.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar introduced item number 37, a zone change for multiple parcels. The proposal seeks to change the zoning from Single Family Residential (half-acre) to Rural Estates 5-acre (RE-5). The purpose is to lower density, align with the general plan, and address water issues. The property is part of what was previously known as the Desert Rose subdivision, near the Gooseberry subdivision. The current zoning allows for single-family half-acre lots, and the proposed change is to RE-5.

Chairman Farrar then invited comments and questions from the commissioners.

Motion: Commissioner Wood motioned to recommend approval for Zone Change Application on parcels: AV-1-2-19-313, AV-1-2-19-312, AV-1-2-19-315, AV-1-2-19-316, AV-1-2-19-317, AV-1-2-19-420 (Scout Reggie Holm) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Motion made by Commissioner Wood, Seconded by Commissioner Hood.

Voting Yea: Chairman Farrar, Commissioner Palmer, Commissioner Hood, Commissioner Wood

Voting Abstaining: Commissioner Fralish

The vote was four aye and one abstain and the motion carried 4-1.

38. Zone Change Application on parcels: AV-1313-D-1-A, AV-1313-D-2 (Holm House LLC) from Single-Family Residential > 20,000 Sq Ft Zone (SF-.5) and Single-Family Residential > 40,000 Sq Ft (SF-1.0) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar introduced item number 38, a zone change for parcels AV-1313-D-1-A, AV-1313-D-2. The proposal is to change the zoning from Single Family Residential (half-acre and one-acre) to Rural Estates 5-acre (RE-5). The purpose is to lower density, align with the general plan, and address water issues. The property is located off Highway 59, across from the Gooseberry Lodges. The current zoning includes Single Family Residential (half-acre and one-acre) and Commercial. The proposed change affects only the sections currently zoned for Single Family Residential, with the goal of rezoning these areas to RE-5.

Chairman Farrar invited questions and comments. If there were none, he indicated he would make a motion.

Motion: Chairman Farrar motioned that we recommend approval on the Zone Change for parcels: AV-1313-D-1-A, AV-1313-D-2, to switch the Single-Family 1 acre and Single-Family half-acre to RE-5 Rural Estates 5 acre. The C-2 Commercial and the A-40 Agricultural will remain the same zone.

Motion made by Chairman Farrar, Seconded by Commissioner Palmer.

Voting Yea: Chairman Farrar, Commissioner Palmer, Commissioner Hood, Commissioner Wood

Voting Abstaining: Commissioner Fralish



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The vote was four aye and one abstain and the motion carried 4-1.

39. Zone Change Application on parcel: AV-1327 (Holm House LLC) from Single-Family Residential > 20,000 Sq Ft (SF-.5) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar introduced item number 39, a zone change for parcel AB-1327, submitted by Home House LLC. The application seeks to change the zoning from Single Family Residential (half-acre) to Rural Estates 5-acre (RE-5). The purpose is to lower density, align with the general plan, and address water issues. The property is a total of 440 acres, with a large portion currently zoned as Single Family Residential (half-acre) and the rest as Open Space Transitional (OST). The proposed change affects only the section zoned for Single Family Residential, while the remainder will remain OST.

Chairman Farrar then invited questions, comments, and concerns.

Motion: Chairman Farrar motioned that we recommend approval on the Zone Change for parcel AV-1327, to switch the Single-Family half-acre to RE-5 Rural Estates 5 acre and the section of the property that is OST will remain the same.

Motion made by Chairman Farrar, Seconded by Commissioner Palmer.

Voting Yea: Chairman Farrar, Commissioner Palmer, Commissioner Hood, Commissioner Wood

Voting Abstaining: Commissioner Fralish

The vote was four aye and one abstain and the motion carried 4-1.

40. Zone Change Application on parcels: AV-1348-A, AV-1345, AV-1346, AV-1326 (Holm House LLC) from Rural Estates 1 Acre Zone (RE-1.0) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Chairman Farrar then introduced item number 40, a zone change for parcels AV-1348-A, AV-1345, AV-1346, AV-1326. The proposal seeks to change the zoning from Rural Estates 1-acre (RE-1) to Rural Estates 5-acre (RE-5). The purpose of the change is to lower density, align with the general plan, and address water issues. The property totals 640 acres and is located on the north side of Main Street. The current zoning is RE-1, and the proposed change is to RE-5.

Chairman Farrar then invited questions, comments, and concerns.

Motion: Commissioner Wood motioned to recommend approval for Zone Change Application on parcels: AV-1348-A, AV-1345, AV-1346, AV-1326 (Holm House LLC) from Rural Estates 1 Acre Zone (RE-1.0) to Rural Estates 5 Acres Zone (RE-5.0) for the stated purpose of "To lower density to match general plan, to address water issues."

Motion made by Commissioner Wood, Seconded by Commissioner Hood.

Voting Yea: Chairman Farrar, Commissioner Palmer, Commissioner Hood, Commissioner Wood

Voting Abstaining: Commissioner Fralish



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The vote was four aye and one abstain and the motion carried 4-1.

APPROVAL OF MINUTES

41. Minutes: July 3, 2024.

Motion: Commissioner Fralish motioned to approve the minutes of July 3, 2024.

Motion made by Commissioner Fralish, Seconded by Commissioner Palmer.

Voting Yea: Chairman Farrar, Commissioner Fralish, Commissioner Palmer, Commissioner Hood, Commissioner Wood

The vote was unanimous and the motion carried.

ADJOURNMENT

Motion: Commissioner Fralish motioned to adjourn the meeting.

Motion made by Commissioner Fralish, Seconded by Commissioner Palmer.

Voting Yea: Chairman Farrar, Commissioner Fralish, Commissioner Palmer, Commissioner Hood, Commissioner Wood

The vote was unanimous and the motion carried.

The meeting was adjourned at 7:05 p.m.

Date Approved: _____

Approved BY: _____

Chairman | Bradley Farrar

Attest BY: _____

Town Clerk/Recorder | Jenna Vizcardo