



APPLE VALLEY PLANNING COMMISSION MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, May 12, 2021 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, May 12, 2021**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Chair | Allen Angell

Commissioners | Janet Prentice | Richard Fischer | Lee Fralish | Wenn Jorgensen

Pursuant to the Executive Order issued by Governor Gary Herbert on March 18, 2020, regarding Electronic Public Meetings, please be advised that the Planning Commission Meeting will be held electronically and will be broadcast via Zoom. Persons will be allowed to comment during the meeting via Zoom or by calling in. Meeting details and dial-in phone numbers will be provided when the agenda for the meeting is published on the Town website or via <https://www.utah.gov/pmn>

Zoom Meeting ID: 842 2685 5881

Zoom Link: <https://us02web.zoom.us/j/84226855881>

CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL

CONFLICT OF INTEREST DISCLOSURES

HEARING ON THE FOLLOWING

- [1.](#) Public Hearing on the Zone Change for Parcel AV-1311-V from SF to RE-10
- [2.](#) Public Hearing on the Zone Change for Parcel AV-1377-B-1 from RE to AG

DISCUSSION AND POSSIBLE ACTION ITEMS

- [3.](#) Discussion and Possible Action on the Zone Change for Parcel AV-1311-V from SF to RE-10
- [4.](#) Discussion and Possible Action on the Zone Change for Parcel AV-1377-B-1 From RE to AG
- [5.](#) Open and Public Meetings Act Required Annual Training. Presented by: Shawn Guzman

ADJOURNMENT

Interested persons are encouraged to attend public hearings or present their views in writing at least one day prior to the meeting.

CERTIFICATE OF POSTING: I, Taylor Pledger, as duly appointed Town Clerk for the Town of Apple Valley, hereby certify that this Hearing notice 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 **10 th day of May, 2021**.

Taylor Pledger, Town Clerk

Town of Apple Valley

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

In compliance with the American with Disabilities Act, individuals needing special accommodations (Including auxiliary communicative aids and services) during this meeting should call 435-877-1190.



Dale Beddo <mayor@applevalleyut.gov>

FW: Notice of Public Hearing - Rezone Request - I am strongly FOR

1 message

Marv Bateman <zayin77@gmail.com>

Tue, May 11, 2021 at 9:22 AM

To: mayor@applevalleyut.gov, mmclaughlin@applevalleyut.gov, pedwardsen@applevalleyut.gov, ksair@applevalleyut.gov

REVISED – SEE Bottom Statement

Planning and Zoning Administrator, Mayor, Council Members, Planning Commission Members, Finance Director, Clerk/Recorder and Fire Chief,

I went to the council meeting where a mayor was to be appointed until the next election. I heard several people talk about the "Bullying" by individuals that do not get their way. This rezoning request is a prime example of the constant type of bullying that has been going on in our town.

In Elementary School KIDS bully, in Junior High KIDS Bully and in High School KIDS bully. Unfortunately, some KIDS do not grow up and learn how to get along with their neighbors and community. People who are GOOD NEIGHBORS work no ill to their neighbor. GOOD NEIGHBORS help one another. They do not Bully their neighbors because they are selfish and want their own way. Do you think someone corrupted by selfish motives can be a GOOD NEIGHBOR? I think not! Let's take down our pride and serve our neighbors when they need help. ;

A community feels more alive when people who live here love it enough to help improve relationships by caring about their neighbor rather than their own agenda. Helping our community makes life better for your friends, family, and neighbors who live here. If you look around and see that our community has a lot of problems, there's no better time to start fixing them than right now by helping one another and being a GOOD NEIGHBOR. The more love you pour in, the better it will get. We want our community to be strong and vibrant.

Therefore, I wish to have this read in the Hearing on May 12th at 6:00 p.m. I am strongly **FOR** the **REZONING** of **Parcel AV-1311-V** by the Land Owner on the basis that **the opposition** is nothing more than a power play by certain individuals being bullies because they are not willing to be GOOD NEIGHBORS. Let me repeat "GOOD NEIGHBORS work no ill to their neighbor."

Proposal,

Most people in the town know about the few people that are the bullies in the town but are not willing to confront them. The bullies cause the problems with their neighbors and then go to the court or to the town for relief. They usually get some relief with some of their bullying agenda from the town. From a legal standpoint the town holds all the power. The town cannot be sued by its citizens. (State of Utah Law) Yet some of these bullies are in violation themselves. The town authorities, in the past, have not been willing to go after these bully people and their violations on their own property.

This has to be stopped by the town authorities by being brave enough to 1) Listen to their proposals and vote down any proposal from these people that they bring forth 2) prosecute the existing violations of the bullies or bring them into compliance with ALL the town ordinances to let them know the town is not going to put up with their bullying. 3) Create an ordinance to combat the bullies. Such as a Public Nuisances Ordinance.

For example:

Article I. Public Nuisances.

13-1. Definition.

As used in this chapter, public nuisance shall mean any act, thing, occupation, condition or use of property which shall continue for such length of time as to:

A. Substantially annoy, injure or endanger the comfort, health, repose or safety of the public;

B. In any way render the public insecure in life or in the use of property;

C. Greatly offend the public morals or decency;

D. Unlawfully and substantially interfere with, obstruct or tend to obstruct or render dangerous for passage any street, alley, highway, navigable body of water or other public way. Item 1.

Sec. 13-2. Public nuisances prohibited.

No person shall erect, contrive, cause, continue, maintain or permit to exist any public nuisances within the Town of Apple Valley

Change this any way you want. It comes from this Town's website

<https://sullivansisland.sc.gov/sites/default/files/Documents/Town%20Codes%20%26%20Ordinances/Nuisances.pdf>

Penalty for the violation could be that the Bullies are band from all town meetings, etc. I am sure there are other remedies that can be impose on these types of people.

Thank You,

Marv Bateman

1022 W Smithsonian Way



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

Fee: \$500.00 + Acreage Fee
1 – 100 Acres: \$50.00/Acre
101 – 500 Acres: \$25.00/Acre
501 + Acres: \$10/Acre

Item 3.

Zone Change Application

Applications Must Be Submitted A Minimum of 21 Days In Advance of The Planning Commission Meeting

Name: <u>Jordan Holm</u>	Phone: [REDACTED]
Address: [REDACTED]	Email: [REDACTED]
City: [REDACTED]	State: <u>UT</u> Zip: <u>84789</u>
Agent: (If Applicable) <u>N/A</u>	Phone: [REDACTED]
Address/Location of Property: <u>unaddressed</u>	Parcel ID: <u>AV-1311-V</u>
Existing Zone: <u>Single Family</u>	Proposed Zone: <u>RE-10</u>
Reason for the request <u>Zone Change</u>	

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

- ☒ A. The name and address of every person or company the applicant represents
- ☒ 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. Stamped envelopes with the names and address's 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
- ☒ F. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence the applicant has control of the property

Note: To avoid delays in processing your Zone Change request, it is important that all applicable information noted above, along with the fee, is submitted with the application. An incomplete application will not be scheduled for the Planning Commission. Planning Commission meetings are held on the second and fourth Wednesday of each month at 6:00 pm. Submission of a completed application does not guarantee your application will be placed on the next PC meeting agenda. It may be placed on the next available PC meeting agenda.

Official Use Only	
Date Received: <u>4/19/2021</u>	By: <u>Taylor Plebger</u>
Date Application Deemed Complete: <u>4/19/2021</u>	By: <u>Taylor Plebger</u>

PURPOSE

All lands within the Town are zoned for a specific type of land use (single family residential, multi-family, commercial, etc.). Zoning occurs as a means to provide for a relationship between various types of land uses which promotes the health, safety, welfare, order, economics, and aesthetics of the community. Zoning is one of the main tools used to implement the Town's General Plan.

WHEN REQUIRED

A zone change request is required any time a property owner desires to make a significant change to the use of his/her land. The change may be from one zone density to another. Or, it may be to an entirely different type of use, such as a change from residential to commercial. Since the zone applied to your land limits what you can do, a rezoning application is typically the first step toward a change.

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

When approving a zone change, the following factors should be considered by the Planning Commission and Town Council:

1. Whether the proposed amendment is consistent with the Goals, Objectives, and Policies of the Town's General Plan;
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property, and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

PROCESS

Submit a complete application. After it is deemed complete, staff will review the request and prepare a report and recommendation for the Planning Commission. This will be reviewed at a public hearing where the applicant should attend, present the project, and respond to questions from the Planning Commission. Since it is a public hearing, members of the pub may also have questions or comments. At the public hearing the Planning Commission will review the application and staff's report, and forward a recommendation to the Town Council of approval, approval with modifications, or denial of the zone change application.

Upon receipt of the Planning Commission recommendation, typically one (1) week after the Planning Commission action, the Town Council will consider and act on the Commission's recommendation. The action of the Town Council is final. If denied, a similar application generally cannot be heard for a year.



April 27th, 2021

RE: NOTICE OF PUBLIC HEARING — RE-ZONE REQUEST
Parcel Numbers: AV-1311-V
Address: Unaddressed

To Whom it May Concern:

You are invited to a public hearing to give any input you may have, as a neighboring property owner, regarding a request to re-zone the above-listed parcel(s) from Single Family Residential Zone (SF-10) to Rural Estate 10 Acre (RE-10) for the stated purpose of making the property usable for a residential estate. The regulations, prohibitions, and permitted uses that the property will be subject to, if the zoning map amendment is adopted, can be found in the Apple Valley Land Use Ordinance, available in the Town Recorder's office or at the following link:

https://applevalley.municipalcodeonline.com/book?type=landordinances#name=10.10.050_RE_Rural_Estates_Zone

The hearing will be held **May 12th, at 6:00 PM**. MDT, at Apple Valley Town Hall, which is located at 1777 North Meadowlark Drive, Apple Valley, Utah 84737. Any objections, questions or comments can be directed by mail to the Town of Apple Valley, Attn: Planning and Zoning Administrator, 1777 North Meadowlark Drive, Apple Valley, Utah 84737, or in person at the Apple Valley Town Hall.

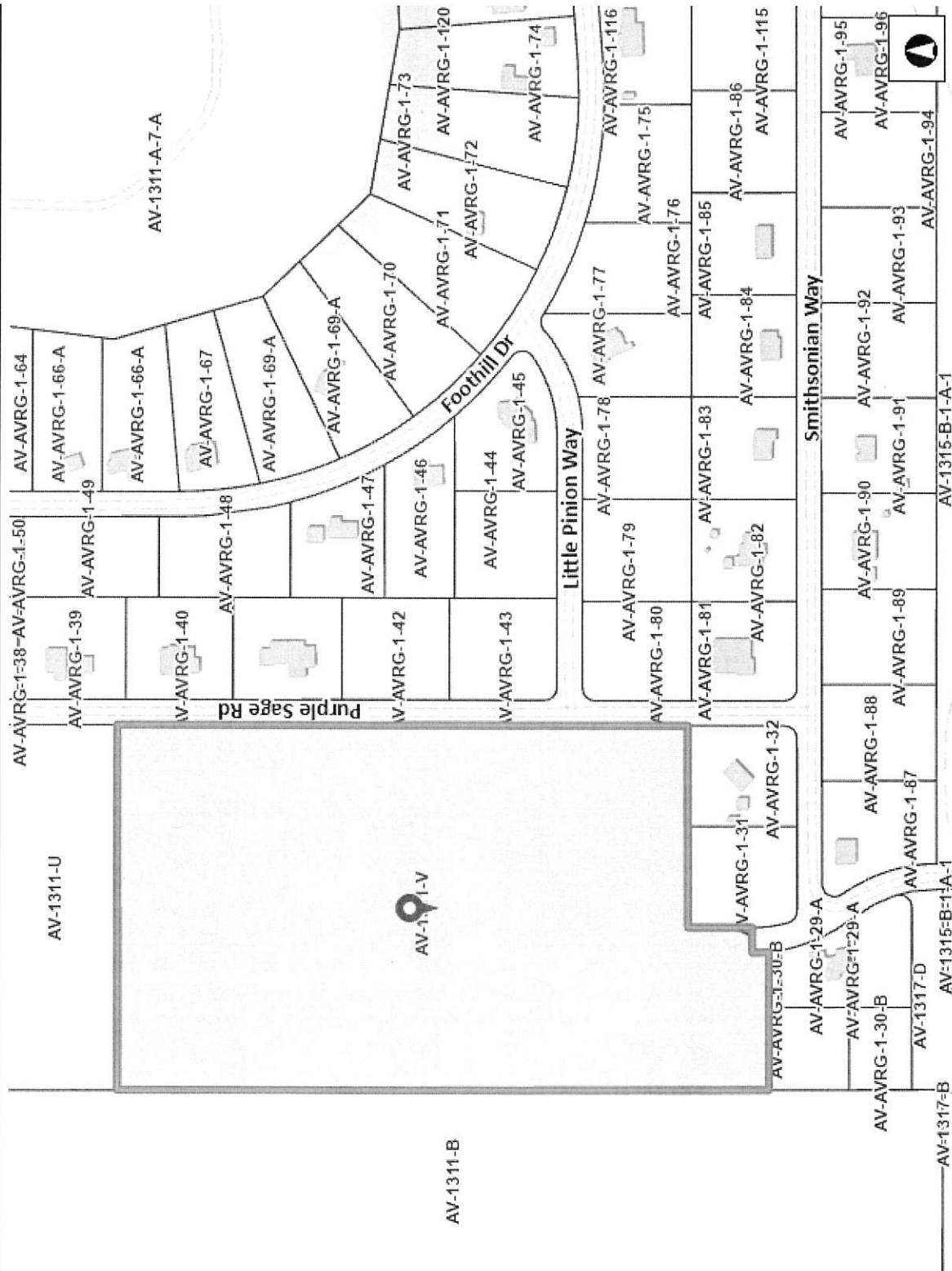
The acting Planning and Zoning Administrator can be reached by phone at (435) 877-1190, or by email at administrator@applevalleyut.gov. Any owner of property located entirely or partially within the proposed zoning map amendment may file a written objection to the inclusion of the owner's property in the proposed zoning map amendment, not later than 10 days after day of the first public hearing. Each written objection filed with the municipality will be provided to the Apple Valley Town Council.

Kind Regards,

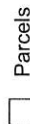
Taylor Pledger, Town Clerk



AV-1311-V Holm Zone Change



Legend



Ownership

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wildlife
- 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

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.

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:

Current

A. Single Family Residential Zone:

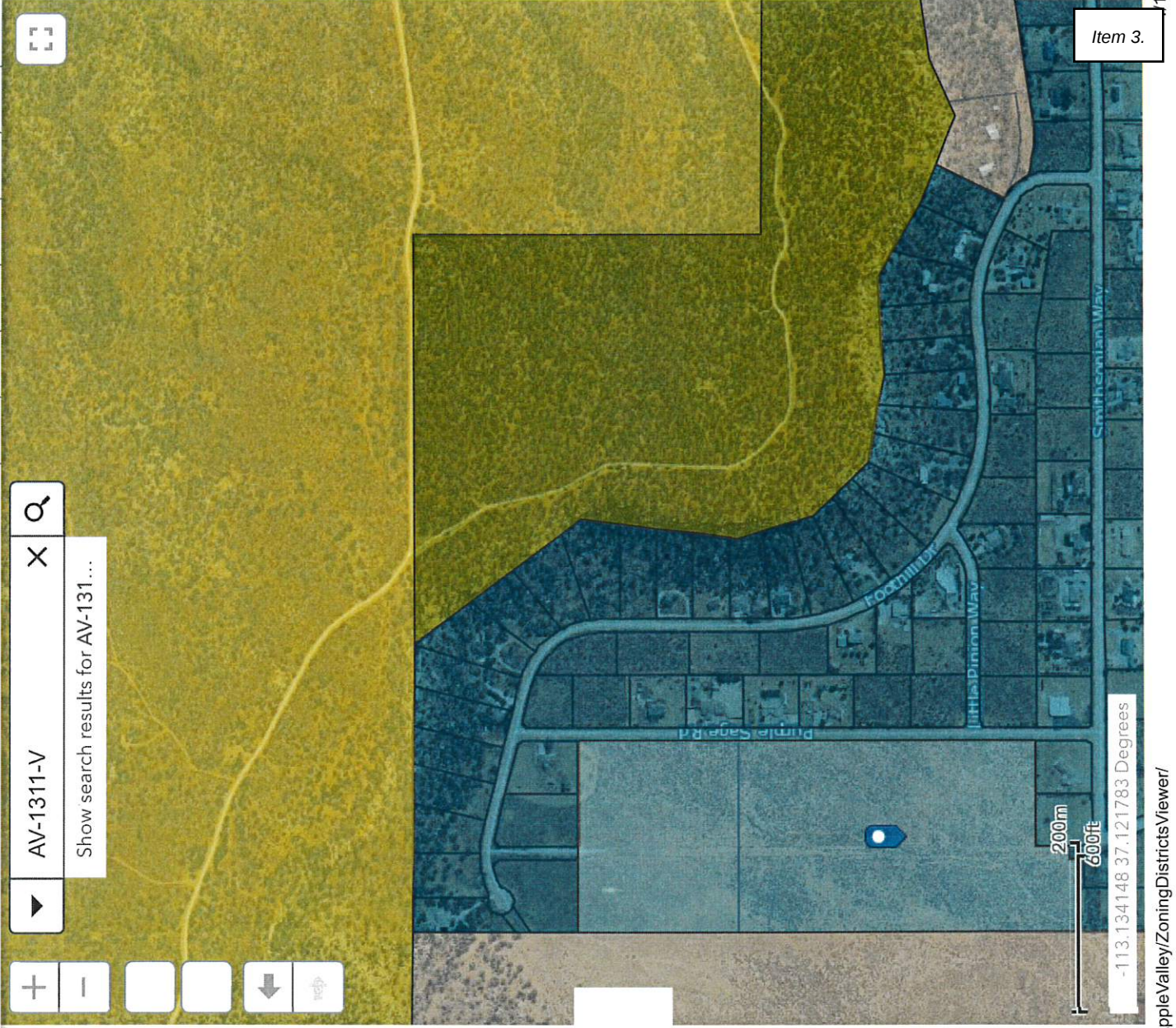
The purpose of this zone is to provide appropriate locations where low density residential neighborhoods may be established, maintained and protected. The regulations also permit the establishment, with proper controls, of public and semipublic uses such as churches, schools, libraries, parks and playgrounds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

Proposed

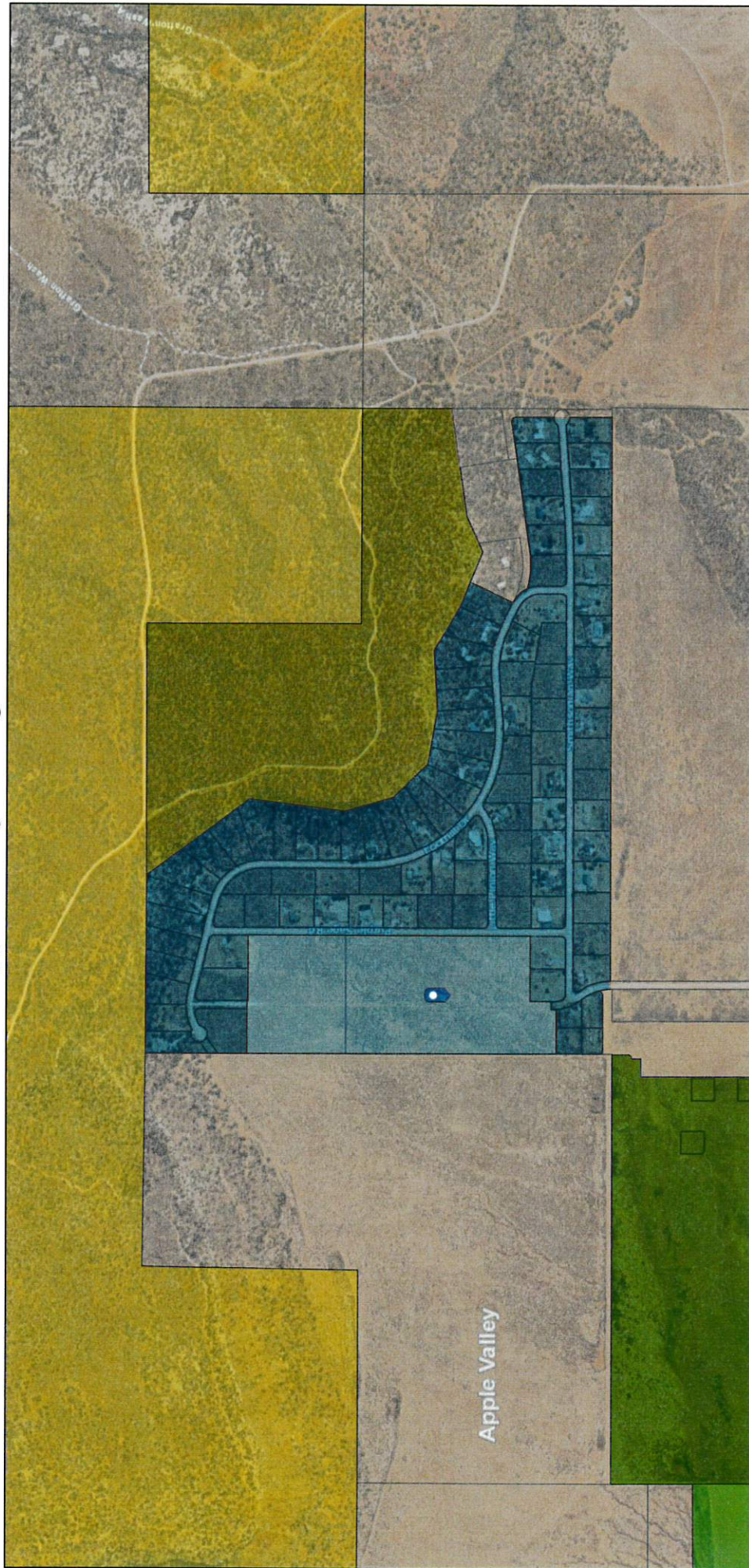
B. Residential Estate Zone:

The purpose of this zone is to provide permanent area for small farms, hobby farms and limited agricultural development for personal use.

Planned Development Zone:



Apple Valley Zoning Districts



4/27/2021, 3:24:17 PM

Zoning Districts

A - Agricultural

OSC - Open Space Conservation

OST - Open Space Transition

PD - Planned Development

RE-1 - Residential Estate 1

SF-1-10 - Single-Family Residential 1-10

SF-1/2 - Single-Family Residential 1/2

Town Boundary

Washington County Parcels

TAYLOR TARAN THOMAS & HALIE
AV-AVRG-1-89
622 SAGE HEN DR
WASHINGTON, UT 84780

CURTIS DALTON J & KELLIE R
AV-AVRG-1-78
132 S 2460 W
HURRICANE, UT 84737

GUBLER CLARENCE L & ALICIA A
AV-AVRG-1-29-A
28 S 2370 E CIR
SAINT GEORGE, UT 84790

MURPHY STEVEN ROY & LINDA URIE
AV-AVRG-1-49
2817 N FOOTHILL DR
APPLE VALLEY, UT 84737-4852

VALDEZ LACEY
AV-AVRG-1-44
7481 ADEMAR ST
LAS VEGAS, NV 89148

GUBLER CLARENCE L & ALICIA A
AV-AVRG-1-30-B
28 S 2370 E CIR
SAINT GEORGE, UT 84790

WILSON LILETTE
AV-1311-U
1812 W SUNSET BLVD # 110
SAINT GEORGE, UT 84770

RAWLINS DARWIN & SHERRI
AV-AVRG-1-80
2644 PURPLE SAGE RD
APPLE VALLEY, UT 84737

BOLOS ELIZABETH B
AV-AVRG-1-50
2656 E 8225 S #31
OGDEN, UT 84405

IDLE ROBERT J & SHERILYN
AV-AVRG-1-37
4111 214TH STREET CT E
SPANAWAY, WA 98387

WRATHALL DON & LOUISE
AV-AVRG-1-48
3505 N BRONCO ST
LAS VEGAS, NV 89108

COX REBECCA W
AV-AVRG-1-46
2737 N FOOTHILL DR
HURRICANE, UT 84737

BATEMAN MARV & SHARMAN
AV-AVRG-1-83
1022 W SMITHSONIAN WAY
APPLE VALLEY, UT 84737

RUSSON DAVID G & DELILA A
AV-AVRG-1-67
2788 N FOOTHILL DR
HURRICANE, UT 84737

DOELLE GARY W TR
AV-AVRG-1-90
1051 W SMITHSONIAN WAY
HURRICANE, UT 84737

PARKER MARK & PATRICIA
AV-AVRG-1-39
6816 WILLIAMS ISLAND CT
LAS VEGAS, NV 89131

QUARTER CIRCLE 2 RANCH L C
AV-1315-B-1-A-1
1359 S 920 W
HURRICANE, UT 84737

HOLM JORDAN
AV-1311-V
PO BOX 840519
HILDALE, UT 84784-0519

BAILEY JENNIFER & TIMOTHY GALE
AV-AVRG-1-64
2083 S WORCHESTER WAY
AURORA, CO 80014

CHAPMAN RONALD DUANE & KELLY JEAN
AV-AVRG-1-43
31 BLOSSOM WOOD CT
STAFFORD, VA 22554

RANDALL ROY P
AV-AVRG-1-32
1082 W SMITHSONIAN WAY
HURRICANE, UT 84737

DARGER MERRIL P, ET AL
AV-AVRG-1-79
PO BOX 2444
COLORADO CITY, AZ 86021-2444

ONSTEIN DEREK J & CYNTHIA K TRS
AV-AVRG-1-69-A
PO BOX 2349
PARADISE, CA 95967

PROGRESSIVE CONTRACTING INC, ET AL
AV-1317-B
PO BOX 1930
ST GEORGE, UT 84771-1930

BURNER KERRY & CHELSEY
AV-AVRG-1-81
1062 W SMITHSONIAN WAY
APPLE VALLEY, UT 84737-4830

WEBER JACOB M & MEGAN A
AV-AVRG-1-40
2786 N PURPLE SAGE RD
HURRICANE, UT 84737

KAPKE LEE D & ALYSON E
AV-AVRG-1-66-A
2808 N FOOTHILL DR
HURRICANE, UT 84737

MILLETICH MATTENA V, ET AL
AV-AVRG-1-41
2766 N APPLE SAGE RD
APPLE VALLEY, UT 84737

HUDON EMMANUEL
AV-AVRG-1-31
PO BOX 692
GRANTHAM, NH 37530-692

GUBLER CLARENCE L & ALICIA A
AV-AVRG-1-30-B
28 S 2370 E CIR
SAINT GEORGE, UT 84790

MAYASANDRA RAGHAVENDRA & ROBIN
AV-AVRG-1-42
5480 DANUBE ST
DENVER, CO 80249

NILES GREGORY
AV-AVRG-1-82
1052 W SMITHSONIAN WAY
APPLE VALLEY, UT 84737

PROGRESSIVE CONTRACTING INC, ET AL
AV-1317-D
PO BOX 1930
ST GEORGE, UT 84771-1930

KAPKE LEE D & ALYSON E
AV-AVRG-1-66-A
2808 N FOOTHILL DR
HURRICANE, UT 84737

OLSEN LAURA
AV-AVRG-1-88
2542 S HONEYSUCKLE DR
SARATOGA SPRINGS, UT 84045

MCCOMBS NICHOLAS & ELIANE
AV-AVRG-1-87
1091 W SMITHSONIAN WAY
HURRICANE, UT 84737

B & K SCENIC PROPERTY L C, ET AL
AV-1311-B
43 S 100 E STE 300
SAINT GEORGE, UT 84770

OSOSKI RICHARD E & MARGARET E TRS
AV-AVRG-1-45
1024 W LITTLE PINION WAY
HURRICANE, UT 84737

HIMES JOHN W & SILVIA
AV-AVRG-1-47
2757 N FOOTHILL DR
APPLE VALLEY, UT 84737

NOYES LINDA
AV-AVRG-1-38
2846 N PURPLE SAGE RD
APPLE VALLEY, UT 84737

GUBLER CLARENCE L & ALICIA A
AV-AVRG-1-29-A
28 S 2370 E CIR
SAINT GEORGE, UT 84790



Thank you for the opportunity to be of service! Your commitment for title insurance is attached. Please contact your real estate agent or our office if you have any questions.

File #	37585
Property	(Not Yet Addressed / Unimproved Land), Apple Valley , Utah 84737
Buyer(s)	Open Country Construction
Escrow Team	Steve Shrope - Loan Escrow Agent (435) 644-4205 steve@sutc.com Office Address: 44 N. Main Street, Kanab, UT 84741
Lender	State Bank of Southern Utah



WARNING! DON'T BECOME A VICTIM OF FRAUD.

Due to the recent rise in cybercrime sweeping the real estate industry, we want you to be aware of the following important information: There have been many instances of real estate agents', brokers', attorneys' and/or consumers' email addresses being hacked/phished. The cyber-criminals forward bogus wire instructions, redirecting deposits and/or cash to close to a fraudulent bank account. Once received, the money is quickly sent offshore, where it is difficult if not impossible to retrieve.

American Land Title Association

Commitment for Title Insurance
 Adopted 08-01-2016
 Technical Corrections 04-02-2018

**COMMITMENT FOR TITLE INSURANCE
 ISSUED BY
 SOUTHERN UTAH TITLE (KANAB OFFICE)
 AUTHORIZED AGENT FOR OLD REPUBLIC TITLE INSURANCE COMPANY, INSURER**

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, *Southern Utah Title (Kanab Office)* (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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; 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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For reference only:

Page 1 | Commitment Number: 37585-K



American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016
Technical Corrections 04-02-2018**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) Schedule A;
 - (d) Schedule B, Part I—Requirements;
 - (e) Schedule B, Part II—Exceptions; and
 - (f) 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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; 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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For reference only:

Page 2 | Commitment Number: 37585-K



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.
- (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.

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For reference only:

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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>>.

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Transaction Identification Data for reference only:

Commitment Number: 37585-K
 Loan Escrow Agent: Steve Shrope
 Loan Escrow Agent Utah License Number: 207340
 Loan Escrow Agent Contact: (435) 644-4205 | steve@sutc.com
 Searcher: Jarom Taylor
 Searcher Utah License Number: 691339
 Property Land Type: Vacant Land
 Property Address: (Not Yet Addressed / Unimproved Land), Apple Valley , Utah 84737
 Extended Loan Policy

**SCHEDULE A**

1. Commitment Date: January 19, 2021 at 7:00AM
2. Policy to be issued:
 - (a) Proposed Insured: **(Open Country Construction)**
 Proposed Policy Amount: _____ Premium: _____
 - (b) ALTA Loan Policy
 Proposed Insured: **State Bank of Southern Utah**
 Proposed Policy Amount: **\$165,000.00** Premium: **\$620.00**
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:
Jordan Holm
5. The Land, situated in Washington County, Utah, is described as follows:

 See attached Exhibit A-Legal Description

Southern Utah Title (Kanab Office)**Authorized Agent for Insurer**

By: _____

Authorized Signatory

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EXHIBIT A
Legal Description

Beginning at the Quarter Section Corner common to Section 18 and Section 19, of Township 42 South, Range 11 West, Salt Lake Base and Meridian, and running thence North 00°05'23" West along the quarter Section line 80.03 feet; thence East 724.06 feet to the West line of Apple Valley Ranch Subdivision Gooseberry Unit #1, recorded in the Office of the Washington County Recorder as Document No. 485280, said point also being the West line of Purple Sage Road, and running along said line South 1134.53 feet to the Northeast corner of Lot 32 of said subdivision, thence West 400.00 feet to the Northwest corner of Lot 31 of said subdivision, thence South 129.89 feet; thence West 50.00 feet; thence southerly along a 325.00 foot radius non-tangent curve to the left, (long chord bears South 02°55'25" East a distance of 33.12 feet), center point lies North 89°59'50" East through a central angle of 05°50'29" a distance of 33.13 feet; to the Northeast corner of Lot 30 of said subdivision, thence west along the North line said Lot 30, 273.51 feet to the Northwest corner said Lot 30, said point also being on the center section line of Section 19, Township 42 South, Range 11 West, Salt Lake Base and Meridian, thence North 00°05'58" West along said section line 1217.47 feet to the point of beginning.

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust to be insured.
2. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
3. Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B - Section 2 that are objectionable to the proposed insured.
4. 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.
5. The documents creating the interest to be insured must be signed, delivered and recorded.
6. You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land described in this Commitment.
7. Upon receipt and review of the necessary information listed in these requirements and related to this transaction, we reserve the right to add requirements to this Schedule or add special exceptions in Schedule B - Section 2.
8. 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.
9. This Company will require the following, if necessary, to insure a loan by or conveyance from, the entity named herein: A. A copy of the Partnership Agreement, Articles of Organization, Operating Agreement and Corporation Resolution, together with all supplements or amendments thereto. B. Evidence that the entity is in good standing in the State where it was formed. C. A copy of the Trust Agreement and any amendments thereto.
10. Require assessment check with the existing Municipality and proof or full satisfaction that all Special Improvement Districts and/or Special Service Districts affecting said property be paid in full or paid current.
11. Require satisfactory evidence that the Special Service District (SSD) and/or Special Improvement District (SID) shown on Schedule B - Section 2, be paid current and/or paid in full.
12. Release, Reconveyance, Satisfaction or Subordination of the Deed of Trust, and Signed Authorization to Close Account (where applicable) signed by the Trustor(s), recorded as Doc. No. 20200020028, as shown on Schedule B - Section 2.
13. Requirement to issue an ALTA Extended Coverage Policy of Title Insurance, a check of the State Construction Registry for filings of any notices must be completed prior to recording of the Deed of Trust and is subject to the findings thereof, additional exceptions and requirements may be added, require the following: 1) All SCR Preliminary Notice Lien Claimants be paid or provide satisfactory evidence of payment for work performed or material delivered. 2) All SCR Preliminary Notice Lien Claimants sign an Acceptance of Payment in Full/Lien Waiver. 3) Require Indemnity Agreements from the Seller and General Contractor 4) All SCR Preliminary Notice Lien Claimants file a withdrawal of Preliminary Notice.
14. Provide Insurer with a copy of the Certificate of Organization or Articles of Incorporation for Open Country Construction, together with the management/operating agreement and all amendments thereto, along with verification of good standing, prior to the close of escrow.

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15. Requirement that the proposed insured be an entity capable of acquiring title.

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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 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 to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are 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.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the records or attaching subsequent to the effective date hereof but prior to the date the proposed acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
9. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
10. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said property.
11. Taxes for the current year 2021 which are liens, but not yet due or payable. (NOTE: Taxes for the year 2020, at \$1,486.58, under Tax Serial No. AV-1311-U, Account No. 0631070, are PAID.)(Affects this and other property)

[Note: The new 2021 Tax Serial No. for said property is AV-1311-V]
12. Less and Excepting therefrom all oil, gas and other mineral rights and rights thereto.
13. 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 Page(s) 208-212, Official Washington County Records. (Affects this and other property)

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14. Liability to Assessments levied by the Town of Apple Valley for the "Apple Valley Special Assessment Area", as disclosed by Resolution No. R-2008-08 recorded September 2, 2008, as Doc. No. 20080034642, Official Washington County Records. (Affects this and other property)
15. 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.

16. Deed of Trust, dated April 22, 2020, executed by Jordan Holm, as TRUSTOR, to Southern Utah Title Company, as TRUSTEE, in favor of Melroy Robert Vigoren, as BENEFICIARY, to secure the payment of \$172,000.00 and interest, recorded April 23, 2020, as Doc No. 20200020028, Official Washington County Records.
17. The only Conveying Deeds affecting said Land, which recorded within 24 months of the date of this report, are as follows:

WARRANTY DEED

Grantor: Melroy Robert Vigoren

Grantee: Jordan Holm

Recorded April 23, 2020, as Doc No. 20200020027, Official Washington County Records.

Exceptions 1-8 will not appear in any Extended Policy and Exceptions 1-10 will not appear in any Extended Loan Policy to be issued hereunder.

Note: The names on Schedule A have been checked for judgments and, if any were found, are disclosed on Schedule B of this Commitment .

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FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

Go to www.oldrepublictitle.com (Contact Us)

Who we are

Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
-------------------------------	--

What we do

How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • <i>Old Republic Title doesn't jointly market.</i>

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

SOUTHERN UTAH TITLE COMPANY**July 1, 2001**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our Internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, title companies, exchange companies, appraisers, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Southern Utah Title Company (Kanab)
20 North Main #403, St. George, UT 84770

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

BOOK 2 PAGE

SECTION 19
T42S--R11W

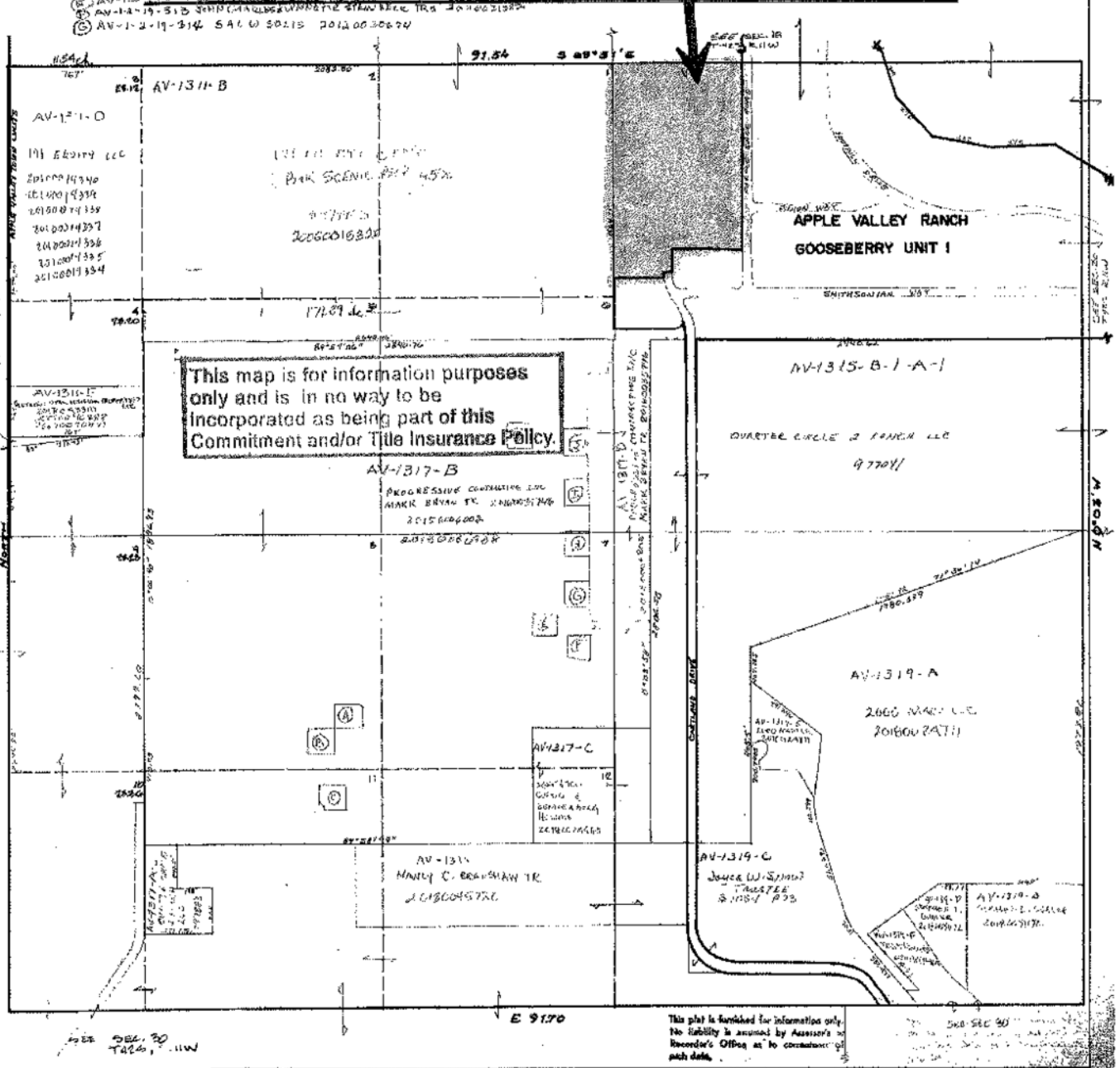
SALT LAKE BASE & MERIDIAN

SCALE: ONE INCH=400 FEET

WASHINGTON COUNTY, UTAH

- (A) AV-1323-A FRED & JACQUE KRAVETZ 2010071581
- (B) AV-1322-A FRED & JACQUE KRAVETZ 2010071581
- (C) AV-1324-A FRED & JACQUE KRAVETZ 2010071581
- (D) AV-1-2-19-420 JOHN STEINBECK 2010071581
- (E) AV-1-2-19-316 SALT W 30215 20120030624

- (H) AV-1-2-19-316 SALT W 30215 20120030624
- (I) AV-1-2-19-316 SALT W 30215 20120030624
- (J) AV-1-2-19-317 SALT W 30215 20120030624



2



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

Fee: \$500.00

Item 4.

Filing \$250.00

General Plan Amendment Application

Applications Must Be Submitted A Minimum of 21 Days In Advance of The Planning Commission Meeting

Name:	Marguerite Dianne Ashmore	Phone:	[REDACTED]
Address:	[REDACTED]	Email:	[REDACTED]
City:	Apple Valley	State:	Utah
		Zip:	84737
Agent: (If Applicable)	Roger Michael Ashmore	Phone:	[REDACTED]
Address/Location of Property:	2125 South State Street, AV	Parcel ID:	AV-1377-B-1
Existing General Map Designation:		Proposed General Map Designation:	
Reason for the change request: Property use is primarily agriculturally based.			

Submittal Requirements: The General Map Amendment application shall provide the following:

- ☒ 1. An 8 1/2" X 11" map showing the area of the proposed amendment;
- ☒ 2. A current copy of the County Assessor's parcel map showing the area of the proposed amendment;
- ☒ 3. Mapped inventory of existing land use within the area of the proposed amendment and extending 1/2 mile beyond such area;
- ☒ 4. Written statement specifying the potential use of the property within the area of the proposed amendment;
- ☒ 5. Written statement explaining why the existing General Plan designation for the area is no longer appropriate or feasible;
- ☒ 6. Analysis of potential impacts of the proposed amendment on existing infrastructure and public services such as traffic, streets, intersections, water and sewer, storm drains, existing storm water washes, electric power, fire protection, garbage collection, etc. and
- ☒ 7. Stamped envelopes with names and address' of all property owners within 2500 feet if the boundaries of the property proposed for rezoning.
- ☒ 8. Warranty Deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property.

Note: To avoid delays in processing your General Plan Amendment change request, it is important that all applicable information noted above, along with the fee, is submitted with the application. An incomplete application will not be scheduled for the Planning Commission. Planning Commission meetings are held on the second and fourth Wednesday of each month at 6:00 pm.

Submission of a completed application does not guarantee your application will be placed on the next PC meeting agenda. It may be placed on the next available PC meeting agenda.

Official Use Only	
Date Received:	4/22/2021
Date Application Deemed Complete:	By: Taylor Pletcher



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

Filing \$2500.00		Item 4.
Fee: \$500.00 + Acreage Fee		
1 – 100 Acres:	\$50.00/Acre	
101 – 500 Acres:	\$25.00/Acre	
501 + Acres:	\$10/Acre	

Zone Change Application

Applications Must Be Submitted A Minimum of 21 Days In Advance of The Planning Commission Meeting

Name: <i>Marguerite Dianne Ashmore</i>	Phone: [REDACTED]
Address: [REDACTED]	Email: [REDACTED]
City: [REDACTED]	State: <i>Utah</i> Zip: <i>84737</i>
Agent: (If Applicable) <i>Roger Michael Ashmore</i>	Phone: [REDACTED]
Address/Location of Property: <i>2125 South State Street, AV</i>	Parcel ID: <i>AV-1377-B-1</i>
Existing Zone: <i>R-5</i>	Proposed Zone: <i>AG</i>
Reason for the request <i>Property is primarily an agriculture based classification</i>	

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

- ☒ A. The name and address of every person or company the applicant represents
- ☒ 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. Stamped envelopes with the names and address's 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
- ☒ F. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence the applicant has control of the property

Note: To avoid delays in processing your Zone Change request, it is important that all applicable information noted above, along with the fee, is submitted with the application. An incomplete application will not be scheduled for the Planning Commission. Planning Commission meetings are held on the second and fourth Wednesday of each month at 6:00 pm. **Submission of a completed application does not guarantee your application will be placed on the next PC meeting agenda. It may be placed on the next available PC meeting agenda.**

Official Use Only	
Date Received: <i>4/21/2021</i>	By: <i>Taylor Pletzman</i>
Date Application Deemed Complete:	By:

Quit Claim Deed Page 1 of 3
 Russell Shirts Washington County Recorder
 02/24/2020 01:18:55 PM Fee \$40.00 By
 ELEVATED TITLE, LLC

Mail 2m State

Order No. LUT1981694

Tax ID No. AV-1377-B-1

Quit-Claim Deed

After Recording Please Return To:
 Elevated Title, LLC
 1701 Barrett Lakes Blvd., Suite 260
 Kennesaw, GA 30144

ECKO ASHMORE and Marguerite Dianne Ashmore, GRANTOR(S)

hereby QUIT-CLAIMS to

DIANNE ASHMORE AND DJUANA L. SUMSION, TRUSTEES OF THE DIANNE ASHMORE
 LIVING TRUST DATED OCTOBER 16, 2018, AND ANY AMENDMENTS THERETO, GRANTEE(S)

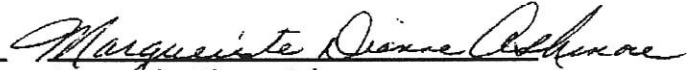
For the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described
 tract of land in Washington County, State of UTAH, to-wit:

SEE EXHIBIT A

SUBJECT TO taxes and assessments not delinquent, reservations, restrictions, easements and right of
 way of record.

WITNESS the hand of said Grantor(s) this 17th day of December 2019.

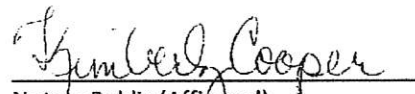

 ECKO ASHMORE

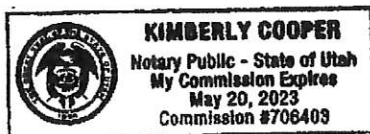

 Marguerite Dianne Ashmore

State of Utah }
 } SS
 County of Washington }

On the 17th day of December 2019, personally appeared before me, ECKO
 ASHMORE and Marguerite Dianne Ashmore, the signer(s) of the above instrument, who duly
 acknowledged to me that such person(s), executed the same.

Witness my hand and official seal

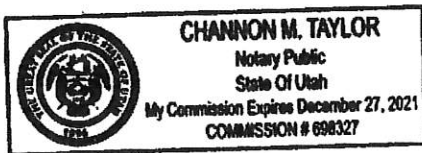

 Notary Public (Affix seal)



State of Utah)
) SS
County of Utah)

On the 19th day of December 2019, personally appeared before me,
Marguerite Dianne Ashmore, the signer(s) of the above instrument, who duly acknowledged to me that
such person(s), executed the same.

Witness my hand and official seal



A handwritten signature in cursive script, reading "Channon M. Taylor".

Notary Public (Affix seal)

EXHIBIT "A"

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

BEGINNING AT THE NORTHWEST CORNER SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT LOCATED NORTH 00°01'31" WEST ALONG THE SECTION LINE 1321.23 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 00°01'31" WEST, ALONG THE SECTION LINE, A DISTANCE OF 406.04 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 59; THENCE SOUTH 58°32'58" EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 778.42 FEET, TO A POINT ON THE EAST-WEST 1-16TH SECTION LINE; THENCE CONTINUING SOUTH 58°32'58" EAST ALONG SAID LINE, A DISTANCE OF 160.80 FEET; THENCE SOUTH 36°17'48" WEST, A DISTANCE OF 430.26 FEET; THENCE NORTH 58°32'53" WEST, A DISTANCE OF 640.40 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 23; THENCE NORTH 00°01'31" WEST, ALONG SAID LINE, A DISTANCE OF 96.63 FEET TO THE POINT OF BEGINNING.

SITUATE IN WASHINGTON COUNTY, STATE OF UTAH.

Parcel/Tax ID: AV-1377-B-1

April 21, 2021

Apple Valley Town Council
1777 North Meadowlark Drive
Apple Valley, Utah
84737 United States

RE: Rezoning of 2125 South State Street

The applicants, Marguerite Dianne and Roger Ashmore, do hereby respectfully make application and petition to the Apple Valley Zoning Commission to amend the current zoning of the parcel of land, AV-1377-B-1, { 2125 South State Street} from an R-5 zone to an agricultural zone. R-5 zoning limits the number of animals that can be raised, limits the number and size of barns, and limits the activities pertaining to the animals that can occur. An agricultural zone better meets the current and future plans we as a family have for the property.

There will be no impacts on local services such as traffic, streets, and intersections because products grown and raised on the farm will be outsourced to local stores and farmers markets in Hurricane and Cedar City. There are no impacts on city water supplies because we have our own well or city sewers as we have our own septic system. There is no impact on garbage collection because what is not consumed by humans is consumed by animals.

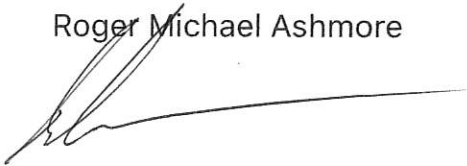
Roger has lived at this address for twelve years and served the community for eight of those years in several different capacities. He plans to continue residing in Apple Valley for many years to come, raising his family and building his farm.

Respectfully,

Marguerite Dianne Ashmore



Roger Michael Ashmore



Account 0345291

<u>Location</u>	<u>Owner</u>	<u>Value</u>
Account Number 0345291	Name ASHMORE DIANNE TR	Market (2020) \$185,100
Parcel Number AV-1377-B-1	2125 S STATE ST	Taxable \$185,100
Tax District 45 - Apple Valley Town	APPLE VALLEY , UT 84737	Tax Area: 45 Tax Rate: 0.009505
Acre 7.78		Type Actual Assessed Acres
Situs 2125 S STATE ST, APPLE VALLEY		Non
Legal S: 23 T: 43S R: 11W BEG NW COR SW1/4 NW1/4 OF SEC 23 T43S R11W; SD PT LOC N00°01'31" W ALG SEC/L 1321.23 FT FM W1/4 COR SD SEC 23; TH N00°01'31" W, ALG SEC/L 406.04 FT M/L TO PT ON SLY R/W/L HWY 59; TH S58°32'58" E, ALG SD R/W/L 778.42 FT, TO PT ON E-W 1/16TH SEC/L; TH CONT S58°32'58" E ALG SD LN 160.80 FT; TH S36°17'48" W 430.26 FT; TH N58°32'53" W 640.40 FT, TO PT ON W LN OF SD SEC 23; TH N00°01'31" W, ALG SD LN 96.63 FT TO POB.		Primary \$137,600 \$137,600 1.000 Improved
Parent Accounts 0155617		Non
0468606		Primary \$30,500 \$30,500 6.780 Land
Parent Parcels 1377-A		Ag Land \$17,000 \$17,000 0.000 Improved
1378-C		
Child Accounts 0381700		
0643125		
Child Parcels 1377-F		
1377-L-SE		
Sibling Accounts		
Sibling Parcels		

Transfers**Entry Number****Recording Date**

00281738	09/17/1985 03:54:00 AM	B: 388 P: 378
00299733	08/20/1986 01:40:00 AM	B: 422 P: 422
00312044	03/24/1987 02:32:00 AM	B: 445 P: 937
00352137	08/02/1989 08:24:00 AM	B: 530 P: 578
00370449	08/29/1990 02:30:00 PM	B: 571 P: 759
00524282	02/23/1996 10:56:00 AM	B: 976 P: 758
00528033	03/29/1996 10:40:00 AM	B: 988 P: 433
00571532	07/16/1997 03:40:00 PM	B: 1117 P: 78
00768844	06/12/2002 02:43:00 PM	B: 1470 P: 414
00869254	03/12/2004 02:23:00 PM	B: 1621 P: 2468
20060030648	07/12/2006 01:25:47 PM	
20070041594	08/17/2007 01:15:14 PM	

[20070047059](#)
[20080047477](#)
[20090047721](#)
[20110031703](#)
[20110031704](#)
[20120038683](#)
[20120039978](#)
[20180043402](#)
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[20190054193](#)
[20200009154](#)

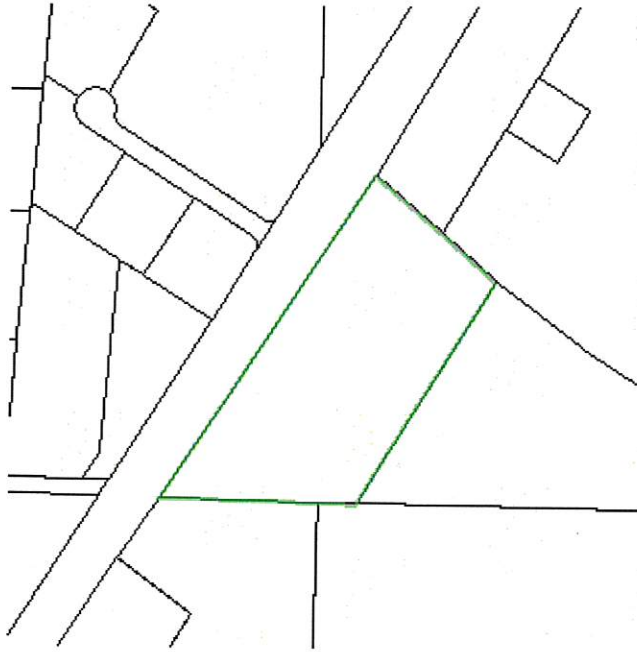
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[12/16/2008 08:08:25 AM](#)
[12/18/2009 01:52:19 PM](#)
[10/18/2011 02:16:28 PM](#)
[10/18/2011 02:16:28 PM](#)
[11/13/2012 02:27:17 PM](#)
[11/21/2012 03:01:17 PM](#)
[10/29/2018 11:58:28 AM](#)
[10/29/2018 11:59:32 AM](#)
[01/09/2019 11:15:43 AM](#)
[12/24/2019 11:35:29 AM](#)
[02/24/2020 01:18:55 PM](#)

["Tax"](#)

Images

- [GIS](#)

Tax Year	Taxes	
	2020	2019
	\$1,759.38	\$1,609.65

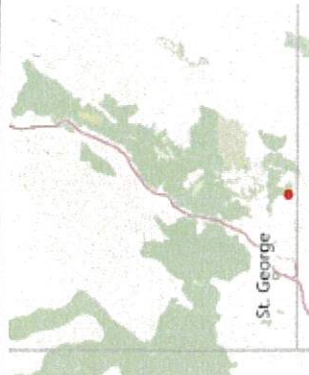




DISCLAIMER: The information shown on this map was compiled from different GIS resources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible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

38

Item 4.



Parcels

Ownership

U.S. Forest Service

U.S. Forest Service Wilderness

Bureau of Land Management

Bureau of Land Management Wildlife

National Dark Service

Chin-Hsiang Desautels

1000

[illegible]

STAFF DIVISION OF TRANSPORTATION

State Fair

State of Utah

Washington County

Municipally Owned

School District

Privately Owned

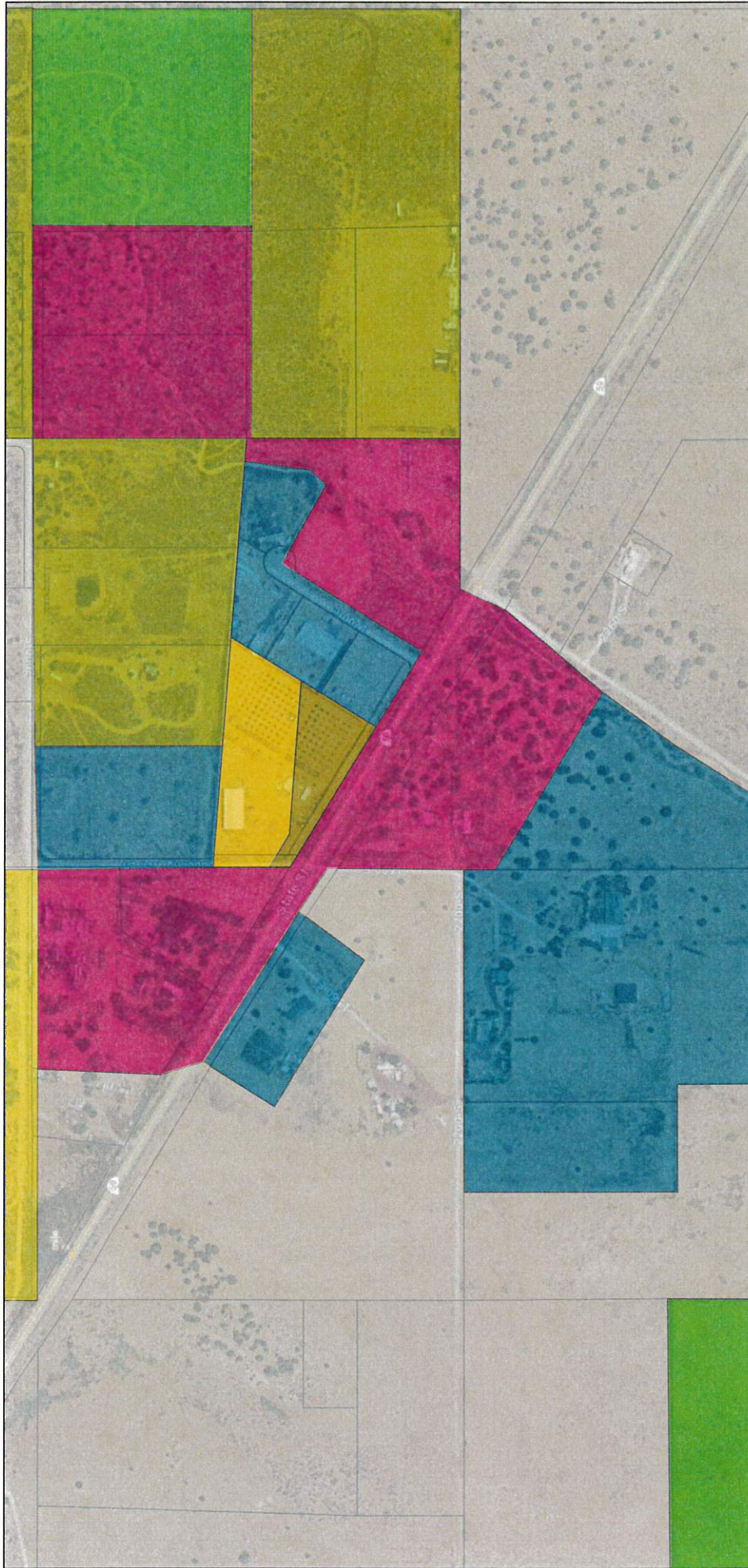
Water

Water Conservancy District

State Assessed Oil and Gas

Mining Claim

Apple Valley Zoning Districts



4/20/2021, 11:11:37 AM

Zoning Districts

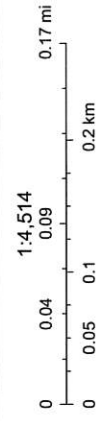
- A – Agricultural
- C-1 – Convenience Commercial
- C-3 – General Commercial

- OSC – Open Space Conservation
- OST – Open Space Transition
- PD – Planned Development
- RE-1 – Residential Estate 1
- RE-5 – Residential Estate 5

Town Boundary

Washington County Parcels

- Existing



Proposed

Town of Apple Valley
Sunrise Cloud SMART GIS®

Item 4.

+

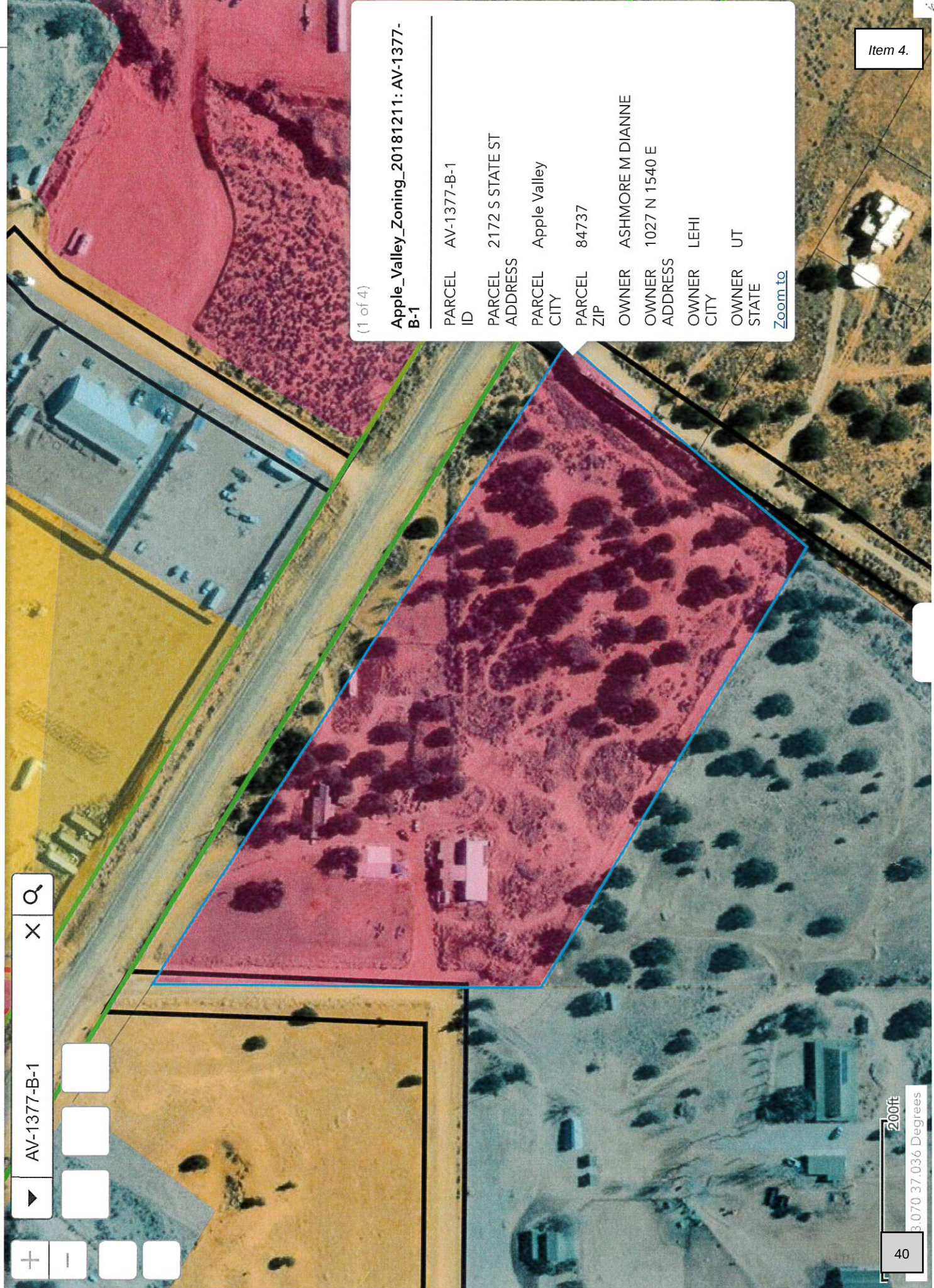
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▼

AV-1377-B-1

X

Q



(1 of 4)

Apple_Valley_Zoning_20181211: AV-1377-B-1

PARCEL ID	AV-1377-B-1
PARCEL ADDRESS	2172 S STATE ST
PARCEL CITY	Apple Valley
PARCEL ZIP	84737
OWNER	ASHMORE M DIANNE
OWNER ADDRESS	1027 N 1540 E
OWNER CITY	LEHI
OWNER STATE	UT

[Zoom to](#)

Item 4.

+

-

AV-1377-B-1

X

Q

Layer List_2

Apple_Valley_Zoning

-  OST/OSC
-  AG
-  C-1
-  C-2
-  C-3
-  M-1
-  I-1
-  RV PARK
-  CABIN/TH
-  MH
-  PD
-  RE-1
-  RE-2.5
-  RE-10
-  RE-5
-  RE-20
-  RE-40
-  SF-1-10.0
-  SF-1/2

(1 of 2)

Apple_Valley_Zoning_20181211: AV-1377-B-1

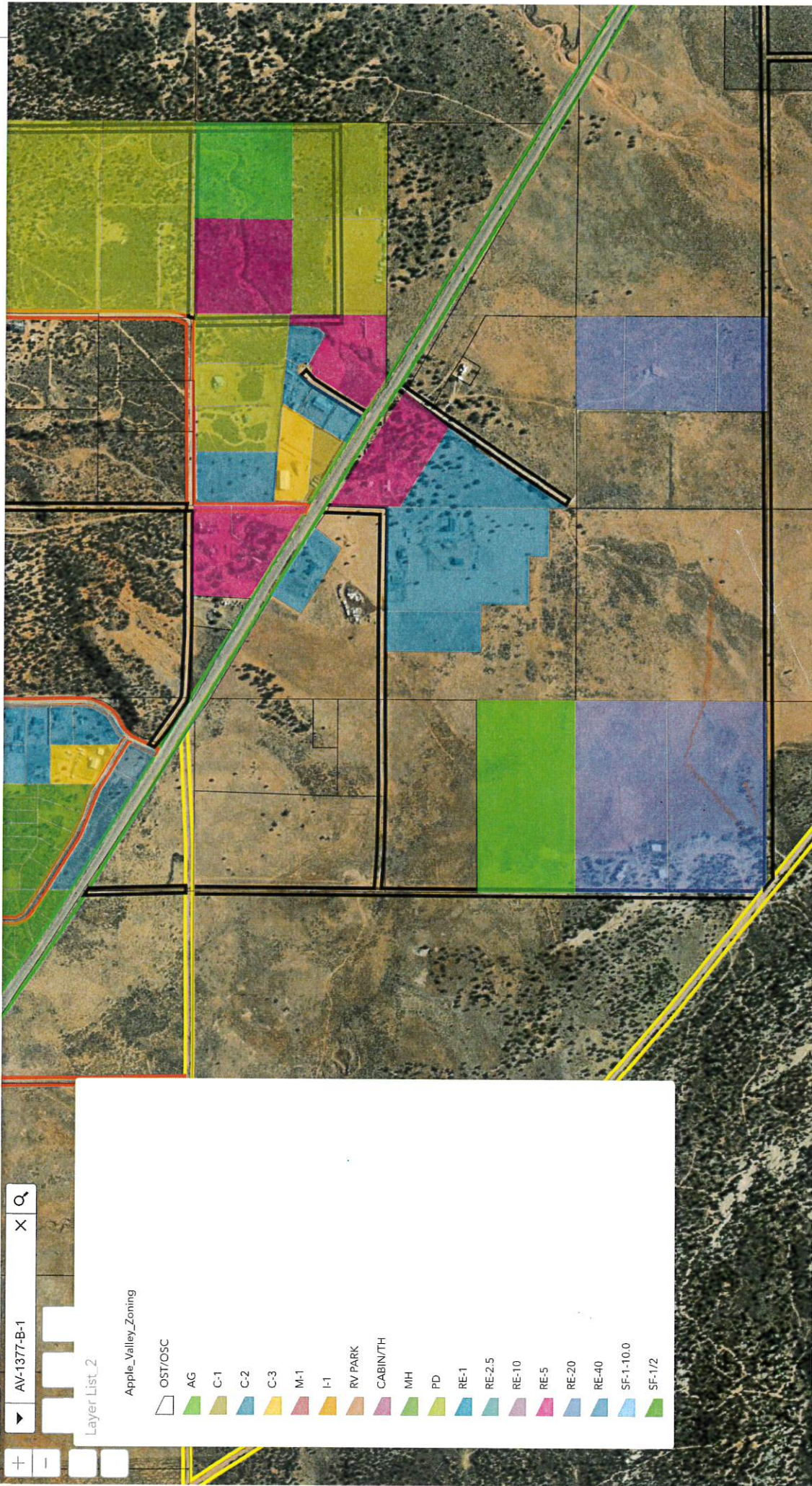
PARCEL ID	AV-1377-B-1
PARCEL ADDRESS	2172 S STATE ST
PARCEL CITY	Apple Valley
PARCEL ZIP	84737
OWNER	ASHMORE M DIANNE
OWNER ADDRESS	1027 N 1540 E
OWNER CITY	LEHI
OWNER STATE	UT

[Zoom to](#)

Layer List_2

Apple_Valley_Zoning

- OST/OSC
- AG
- C-1
- C-2
- C-3
- M-1
- I-1
- RV/PARK
- CABIN/TH
- MH
- PD
- RE-1
- RE-2.5
- RE-10
- RE-5
- RE-20
- RE-40
- SF-1-10.0
- SF-1/2



R & R PARTNERSHIP
 AV-1376-J
 615 BROOKSIDE AVE # A
 REDLANDS, CA 92373-4670

JESSOP MATT & PAM G
 AV-1365-H-3
 1854 S 1800 E
 APPLE VALLEY, UT 84737-4862

REEVE CHARLES R & CHERYL S TRS
 AV-1376-A-1
 559 S 400 W
 HURRICANE, UT 84737-2210

KAPXCELLANCE CONSULTING INC
 AV-1365-H-2
 782 S RIVER RD STE 172
 SAINT GEORGE, UT 84790

1ST UNITED INV INC
 AV-CDPT-3-17
 253 W 1480 S
 HURRICANE, UT 84737

JESSOP CALVIN M TR
 AV-1365-H-5
 1552 S WAGONMASTER RD
 WASHINGTON, UT 84780

GREEN KIM E, ET AL
 AV-1365-H-1-1
 PO BOX 870047
 WOODS CROSS, UT 84087

GEMSTONE PROPERTIES INC, ET AL
 AV-1376-B-4
 2608 W 510 N
 HURRICANE, UT 84737

SHAPLEY ANTHONY W
 AV-MILL-7
 2182 S 1700 E
 APPLE VALLEY , UT 84737

BARLOW MILLWARD J JR
 AV-MILL-5
 2132 S 1700 E
 HURRICANE, UT 84737-4860

BARLOW LEVI L TR, ET AL
 AV-1-3-23-441
 PO BOX 13
 LA VERKIN, UT 84745-0013

ZION TINY GETAWAY LLC
 AV-CDPT-3-14
 1238 E MANZANITA DR
 APPLE VALLEY, UT 84737

CANAAN VIEW RANCH LLC
 AV-1377-A
 782 S RIVER RD # 148
 SAINT GEORGE, UT 84790

GRAHAM JASON & HALEY
 AV-1377-E
 1950 E 2000 S
 APPLE VALLEY, UT 84737

NEXT STEP HOMES L C
 AV-1365-D
 P O BOX 175
 MORGAN HILLS, CA 95038-0175

KENSTAL LLC
 AV-1364-B
 2221 E WELDON AVE
 PHOENIX, AZ 85016

CARTER GARY R & LURETA S TRS
 AV-1366-A-7
 1371 E RED SAGE LN
 HURRICANE, UT 84737

ALKEMA AMY M
 AV-1376-B-6
 2142 S 1560 E
 APPLE VALLEY, UT 84737

SPENDLOVE JEFF & SUSANNE LEE
 AV-1376-A
 1240 E 2000 S
 APPLE VALLEY, UT 84737

~~**KENSTAL LLC**
 AV-1378-B
 2221 E WELDON AVE
 PHOENIX, AZ 85016~~

KAPCSOS MASON
 AV-1365-H-4
 782 S RIVER RD # 172
 SAINT GEORGE, UT 84790

BARLOW CORTNEY
 AV-1378-P
 PO BOX 1618
 COLORADO CITY, AZ 86021-1618

JESSOP EDWARD L
 AV-1-3-23-440
 PO BOX 840424
 HILDALE, UT 84784-0424

MORRELL UTAH HOLDINGS LLC
 AV-1377-F-1
 2368 E COTTONWOOD LN
 SALT LAKE CITY, UT 84117-7670

PERRY MARCELLA, ET AL
 AV-1376-I
 407 CABBELL CT
 RICHARDSON, TX 75080

ASHMORE DIANNE TR, ET AL
 AV-1377-B-1
 2125 S STATE ST
 APPLE VALLEY , UT 84737

~~**ZION TINY GETAWAY LLC**
 AV-CDPT-3-15
 1238 E MANZANITA DR
 APPLE VALLEY, UT 84737~~

GROSS MICHAEL JAMES & JENNIFER KAY
 AV-1378-J
 2499 S 1740 E
 APPLE VALLEY, UT 84737

BISTLINE LADELL J SR
 AV-1365-R
 PO BOX 99
 COLORADO CITY, AZ 86021-0099

BEAGLEY RODNEY & LORI
 AV-1366-A-8-E
 1828 S CANYON DR
 APPLE VALLEY, UT 84737-4812

~~CANAAN VIEW RANCH LLC
AV-1377-D
782 S RIVER RD # 148
SAINT GEORGE, UT 84790~~

~~CANAAN VIEW RANCH LLC
AV-1377-M
782 S RIVER RD # 148
SAINT GEORGE, UT 84790~~

REEVE CHARLES R & CHERYL S TRS
AV-1376-A-1
559 S 400 W
HURRICANE, UT 84737-2210

COOKE DONAVON & ETHEL
AV-1366-A-8-B
1329 E MANZANITA DR
APPLE VALLEY, UT 84737

BARLOW CORTNEY
AV-1378-N
PO BOX 1618
COLORADO CITY, AZ 86021-1618

~~BARLOW MILLWARD J JR, ET AL
AV-MILL-2-A
2132 S 1700 E
HURRICANE, UT 84737-4860~~

MCGREGOR AUTUMN
AV-CDPT-3-11
1238 E MANZANITA DR
APPLE VALLEY, UT 84737

HAYDEN H STEVE & BARBARA TRS
AV-1376-F
2483 S 1200 E
APPLE VALLEY, UT 84737-4854

~~BIG PLAINS WATER & SEWER SPECIAL SERVICE
AV-1366-A-8-B
1777 N MEADOW LARK DR
APPLE VALLEY, UT 84737~~

R & R PARTNERSHIP
AV-1376-C
1305 FARVIEW LN
REDLANDS, CA 92374-6336

~~BARLOW MILLWARD J JR, ET AL
AV-MILL-2-A
2132 S 1700 E
HURRICANE, UT 84737-4860~~

HOLM JOHN MARK
AV-1365-Q
PO BOX 337
COLORADO CITY, AZ 86021-0337

CURTIS JASON & HOLLY
AV-1378-G
545 S 1530 W
HURRICANE, UT 84737-2598

~~GROSS MICHAEL JAMES & JENNIFER KAY
AV-1378-K
2499 S 1740 E
APPLE VALLEY, UT 84737~~

CANAAN CLIFFS CONSTRUCTION CORP
AV-1366-A-8-F
PO BOX 1490
COLORADO CITY, AZ 86021-1490

BLACK AMY TR
AV-1376-B-1
HC 65 BOX 506 1725 S HWY 389
FREDONIA, AZ 86022-9614

PROPERTY PRIVACY SERVICES TR
AV-1375
785 VENTURE DR
ST GEORGE, UT 84790

BARRETT MICHAEL
AV-1378-L
PO BOX 12623
OGDEN, UT 84412-2623

JESSOP GEORGE
AV-1376-B-2-A-1
1599 E STATE ST
HURRICANE, UT 84737-4804

~~KENSTAL LLC
AV-1378-L
2221 E WELDON AVE
PHOENIX, AZ 85016~~

COOKE CHAD & NORA
AV-1366-A-8-D
1848 S CANYON DR
APPLE VALLEY, UT 84737-4812

GROSS MICHAEL JAMES & JENNIFER KAY
AV-1378-K
2499 S 1740 E
APPLE VALLEY, UT 84737

CANAAN CLIFFS CONSTRUCTION CORP
AV-CDPT-3-16
PO BOX 1490
COLORADO CITY, AZ 86021-1490

ZITTING ROBERT & MELANIE
AV-HWC-1
2357 W 12420 S
RIVERTON, UT 84065

BARLOW TONI M, ET AL
AV-1378-H-1-A
12701 S TUSCAN SPRINGS LN # 206
RIVERTON, UT 84065

~~BARLOW MILLWARD J JR
AV-MILL-2-A
2132 S 1700 E
HURRICANE, UT 84737-4860~~

HAYDEN H STEVE & BARBARA TRS
AV-1376-L
2483 S 1200 E
APPLE VALLEY, UT 84737-4854

JESSOP MATT & PAM
AV-1376-B-5-A-1
1854 S 1800 E
HURRICANE, UT 84737

ALLRED AARON R & GLORIA H
AV-MILL-3
2112 S 1700 E
APPLE VALLEY, UT 84737

BARRETT MICHAEL
AV-1378-E
PO BOX 12623
OGDEN, UT 84412-2623

HANSEN PAUL B & KATHLEEN C TRS
AV-1376-E
7925 S 2200 W
SPANISH FORK, UT 84660

LEBARON MEGAN, ET AL
AV-HWC-2
1820 E 2000 S
APPLE VALLEY, UT 84737-4935

BARLOW KURT I
AV-1376-K-1-B
2278 S 1600 E
HURRICANE, UT 84737

~~**SPENDLOVE JEFF & SUSANNE LEE**
AV-1376-M
1240 E 2000 S
APPLE VALLEY, UT 84737~~

SHAPLEY ANTHONY W
AV-1377-N
784 S RIVER RD # 148
SAINT GEORGE, UT 84790

BROADBENT THOMAS A
AV-1-3-23-442
PO BOX 554
COLORADO CITY, AZ 86021-0554

BLACK HAROLD J
AV-1376-B-3
PO BOX 412
COLORADO CITY, AZ 86021-0412

R & R PARTNERSHIP
AV-1376-D
1305 FARVIEW LN
REDLANDS, CA 92374-6336

KAPXCELLANCE CONSULTING INC TR
AV-1365-C-1
782 S RIVER RD STE 172
SAINT GEORGE, UT 84790

~~**KENSTAL INC**
AV-1376-B
222 E WELDON AVE
PHOENIX, AZ 85016~~



Utah Open & Public Meetings Act

TOWN COUNCIL & PLANNING COMMISSION
ANNUAL TRAINING

Why Do We Do This?

“The presiding officer of the public body shall ensure that the members of the public body are provided with annual training on the requirements of this chapter.”

Utah Code § 52-4-104

Declaration of public policy utah code §52-4-102

(1) The Legislature finds and declares that the state, its agencies and political subdivisions exist to aid in the conduct of the peoples business.

(2) It is the intent of the Legislature that the state, its agencies and its political subdivisions :

- Take their actions openly;
- Conduct their deliberations openly.

What does the open meetings act do?

- “Requires government to take actions openly.”
- “Ensures deliberations allow for an open public process.”

In other words, we want the people to know what is going on with local and state government.

Who is subject to this law?

“Public Body” defined by Utah Code § 52-4-103(9) means any “administrative, advisory, executive, or legislative body of the state or its political subdivisions” that:

1. Is created by the Utah Constitution, statute, rule, ordinance, or resolution;
2. Consists of two or more persons;
3. Expends, disburses, or is supported in whole or in part by tax revenue;
4. Is vested with authority to make decisions regarding the public’s business.

Who Is Subject To This Law? Part II

2017 Legislative Session included a reference to 53A-1, Part 16 “Public School Membership in Associations” where an association:

- Consists of two or more persons.
- Expends, disburses, or is supported in whole or in part by dues paid by a public school.
- Is vested with authority to make decisions regarding the participation of a public school or student in interscholastic activities.

Examples

- City or County Councils
- City or County Council Advisory Boards
 - Planning & zoning
 - Board of adjustments
 - Project committees
- Special Districts DABC Commission
- State Records Committee
- Board of Pardons

Cardiff Canyon Owners Assoc. v. Mountain Accord

- July 10, 2017 decision from Judge Laura Scott, 3rd District Court, Salt Lake County.
- The Mountain Accord initially was a joint or cooperative undertaking because all of the parties were public agencies.
- Consequently, Mountain Accord is a “public body” subject to the requirements of OPMA.
- Each of the public entities acting alone “would be unquestionably subject to the OPMA.” The Court concluded that a private entity’s participation in a joint or cooperative undertaking does not take Mountain Accord “beyond the reach of the OPMA.”

Moral of the Story

When in doubt, hold a public meeting.



Who Is Not Subject to the Open Meetings Act Law?

- Political parties, groups and caucuses.
- State Legislative conference, rules and sifting committees.
- School community council, established under 53A-19-108.
- The Economic Development Legislative Liaison Committee (2017 Change).

Meeting

Utah Code § 52-4-103(5)(a)

meet·ing | \ 'mē-tīŋ:

“...the convening of a public body, with a quorum present, **including a workshop or an executive session** whether the meeting is held in person or by means of electronic communications, for the purpose of discussing, receiving comments from the public about, or **acting upon a matter over which the public body has jurisdiction or advisory power.**”

Utah Code § 52-4-103(5)(b)

The following **DO NOT** qualify as a meeting:

- A chance meeting
- A social meeting
- Meeting of a public body with both legislative and executive responsibilities where:
 - No public funds are appropriated for expenditure.
 - Meeting solely for discussion or to implement administrative/operational matters for which no formal action by the public body is required.
 - Meeting solely for discussion or to implement administrative/operational matters that would not come before the body for discussion or action.

What is a Quorum?

§ -103(10)(a) “Quorum” means a simple majority of the membership of a public body, unless otherwise defined by applicable law.

§ -103(10)(b) “Quorum” does not include a meeting of two elected officials by themselves when no action, either formal or informal, is taken on a subject over which these elected officials have advisory power.

Attendance at Meetings Utah Code § 52-4-207

Do I have to **physically** attend meetings?

- Can meet by **phone** or other electronic means, such as **Zoom**, which allows all participants to hear or observe communications
 - Must be adopted into existing rules/ordinance.
 - Notice requirements still apply.
 - Public must have a means to attend or participate.

Utah Code § 52-4-202 Notice Requirements

Notice requirements are as follows:

- Must be posted as a written notice at the place where the meeting will be held.
- By posting notice to the “Utah Public Notice Website” Utah Code § 63F-1-701.
- Must be given to at least one local general circulation newspaper or local media correspondent.
- At least 24 hours prior to meeting post:
 - Agenda including all action items stated with reasonable specificity
 - Date
 - Time
 - Place

Example

**TOWN OF APPLE VALLEY
Planning Commission
Hearing and Meeting Notice**

NOTICE IS HEREBY GIVEN THAT THE PLANNING COMMISSION OF THE TOWN OF APPLE VALLEY WILL HOLD A PUBLIC HEARING DURING THE PLANNING COMMISSION MEETING ON WEDNESDAY, FEBRUARY 3RD, 2021, AT 6:00 PM AT 1777 N MEADOWLARK DR, APPLE VALLEY, UT 84737.

Pursuant to the Executive Order issued by Governor Gary Herbert on March 18, 2020 regarding Electronic Public Meetings, please be advised that the Planning Commission Meeting will be held electronically and will be broadcast via Zoom. Persons will be allowed to comment during the meeting via Zoom or by calling in. Meeting details and dial in phone numbers will be provided when the agenda for the meeting is published on the Town website or via <https://www.utah.gov/pmn>.

Zoom Meeting ID: 870 4501 0060

Zoom Link: <https://us02web.zoom.us/j/87045010060>

The agenda shall be as follows:

1. Call to Order, Pledge, and Roll Call
2. Conflict of Interest Disclosures
3. Approval of Minutes for Prior Meetings
 - a. July 8th, 2020
 - b. October 7th, 2020
 - c. November 17th, 2020
 - d. December 9th, 2020
 - e. January 6th, 2020
4. Public Hearings:
 - a. Public Hearing for ZONE CHANGE of parcels: AV-1330-C from Open Space (OS) to Agriculture 10 Acre (A-10)
 - b. Public Hearing for ZONE CHANGE of parcels: AV-1365-J-1 from Open Space (OS) to Rural Estate 20 Acre (RE-20)
 - c. Public Hearing on land use ordinance creating "Camping Resort Zone (CRZ)"
5. Planning Commission Business:
 - a. Discussion and possible action on ZONE CHANGE application for AV-1330-C from Open Space (OS) to Agriculture 10 Acre (A-10)
 - b. Discussion and possible action on ZONE CHANGE application for AV-1365-J-1 from Open Space (OS) to Rural Estate 20 Acre (RE-20)
 - c. Discussion and possible action on land use text amendment creating "Camping Resort Zone (CRZ)"

Notice Requirements

Utah Code § 52-4-202(2)(a)

In addition to the requirements under Subsection §52-4-202(1), a public body which holds regular meetings that are scheduled in advance over the course of a year shall give public notice at least once a year of its annual meeting schedule.

Closed Meetings

Utah Code §52-4-201, -204 & -205

A meeting can be closed to the public under the following circumstances:

- A meeting is open to the public unless closed under § 52-4-204, -205 or -206.
- Discussing an individual's character, professional competence, or physical or mental health.
- Strategy sessions to discuss collective bargaining .
- Strategy sessions to discuss pending or reasonably imminent litigation.

Closed Meetings, Part II

An open meeting can be closed for the following purposes:

- Discussions regarding security personnel, devices or systems.
- Investigative proceedings regarding allegations of criminal misconduct.
- Strategy sessions to discuss the purchase, exchange, lease or sale of water rights or water shares if public discussion would disclose the appraisal/estimated value of the property under consideration; or would prevent the transaction from being completed under the best possible terms.

Closed Meeting, Part III

- An independent Legislative Ethics Commission or Legislative Ethics Committee review of ethics complaints.
- A county legislative body discussing commercial information.
- Strategy sessions to discuss the purchase, exchange, lease or sale of real property.
- Public notice of the terms and public approval of sale required.
- Water rights shares under certain conditions.

Guidelines for Closing Meetings

- A closed meeting is not allowed unless each matter discussed in the closed meeting is permitted under Utah Code § 52-4- 205.
- The decision to close a meeting to the public is always discretionary, not mandatory. The law does not require any meeting to be closed.
- Exceptions to this rule; the following must be closed:
 - A meeting of the Health and Human Services Committee to review a fatality review report.
 - A meeting of the Child Welfare Legislative Oversight Panel to review a fatality review report.

Closing Meetings

Utah Code §52-4-204

The process to close meetings is as follows:

- A Quorum must be present.
- Two-thirds of the members present must vote to close the meeting.
- The body must first hold an open public meeting with proper notice before entering into the closed meeting.
- The body must publicly disclose: Note: there are separate requirements in subsections (B), (C) & (D).
 - The vote by name of each member for or against entering the closed meeting.
 - The reasons for holding the closed meeting.
 - Location of the closed meeting.

Forbidden in a Closed Meeting

The following actions are forbidden during a closed meeting:

- Approve any ordinance, resolution, rule, regulation, contract or appointment.
- Interview a person to fill an elected position.
- Take final action.
- Final votes must be open and on the record (except as allowed specifically by statute).

Emergency Meeting Guidelines

Utah Code § 52-4-202

The law allows for meetings for “emergency or urgent” matters if:

- The best notice practicable is given.
- The minutes include a statement of the unforeseen circumstances that made the meeting necessary.

Records Guidelines of Open Meetings(Utah Code § 52-4-203)

- It is required to keep minutes and/or recordings.
- Even though there is a recording, the approved written minutes will be the official record.
- Include both written minutes and recording of open meeting as public records.
- Public body shall establish and implement procedures for the public body's approval of the written minutes each meeting.

Requirements for Keeping Minutes: Open Meetings

All minutes must include:

- Date/time
- Place of meeting
- Names of all members present or absent

In addition, minutes of open meetings must include:

- All matters proposed, discussed or decided.
- All names and substance of information from individuals giving testimony.
- Individual votes on each matter.
- Any additional information requested by a member.

Requirements for Keeping Minutes: Closed Meetings

Minutes of closed meetings must include:

- The names of all members present.
- The names of others present at the closed meeting, unless it infringes on the purpose of the closed meeting.
- The closed meeting must be recorded and shall be complete and unedited.
 - Note: There may be exceptions to this requirement see § 52-4-206(6)(a) and (b) – Detailed written minutes may be kept.
- Minutes and/or recordings of closed meetings are not public records.

Minutes and Recordings of Open Meetings Utah Code §52-4-203(4)

Guidelines for releasing minutes and recordings of open meetings:

- Written minutes and recordings of open meetings are public records pursuant to Utah Code § 63G-2-101 et seq. (GRAMA) and shall be released within a reasonable amount of time.
- Written minutes shall be available to the public before final approval when the minutes are only awaiting formal approval.
- The minutes released prior to final approval must be identified as “unapproved”.

Minutes and Recordings

Guidelines, Part II

- The recording of a open meeting must be made available within 3 business days.
- A public body may satisfy the requirements that minutes include the substance of matters proposed, discussed or decided or the substance of testimony or comments by maintaining a publicly available online version of the minutes that provides a link to the meeting recording at the place in the recording where the matter is proposed, discussed, or decided or the testimony or comments provided (2017 change).

Electronic Message Transmissions

Utah Code § 52-4-210 The Open Public Meetings Act does not restrict members of a public body from transmitting an electronic message to other members of the public body when the body is not in an open meeting.

Violating OPMA

- -302 & -305
- A court can void any action in violation of the law.
 - Sometimes a violation can be “cured” by discussing and taking a public vote in a subsequent meeting.
 - May have to pay court costs and attorneys fees.
 - “In addition to any other penalty under this chapter, a member of a public body who intentionally violates or intentionally abets or advises a violation of the closed meeting provisions of this chapter is guilty of a class B misdemeanor.” (6 mos. Jail and/or \$1,000.00 fine)

Common Violations Of OPMA

- Discussing matters in a closed meeting that should be discussed during the open session.
- Taking official or final action in a closed meeting.
- Closing meetings without members of the body voting first in an open meeting to close the meeting.
- Conducting a closed meeting for reasons other than those allowed by OPMA.
- Failing to properly provide notice of a public meeting.
- Failing to provide adequate notice of a public meeting.

WHO CAN ENFORCE OPMA

- The courts
- The Attorney General
- A County Attorney
- A private citizen who is an aggrieved party

UTAH OPEN & PUBLIC MEETINGS ACT

Length of time a party has to pursue corrective action:

- 90 Days
- 30 Days if it involves, bonds, notes, or debt

UTAH OPEN & PUBLIC MEETINGS ACT

Questions?