



PLANNING COMMISSION HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, April 08, 2026 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, April 08, 2026**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Chairman | Bradley Farrar

Commissioners | Lee Fralish | Garth Hood | Stewart Riding | Dan Harsh

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. Ordinance O-2026-11, Zone Change Application, Current Zone: Agricultural Zone (A-X), Proposed Zone: Agricultural Five Acres (A-5), Project location: AV-1328-A, Daybreak Mesa Dr and Main Street.
2. Simple Lot Subdivision Application for AV-1365-J, creating two new parcels.
3. Simple Lot Subdivision Application for AV-1328-A, creating seven new parcels.
4. Ordinance O-2026-12, Amend Title 10.10.050 RE Rural Estates Zone.
5. Preliminary Site Plan Application for Oculita Roca Resort, De La Tierra Holdings LLC.

DISCUSSION AND POSSIBLE ACTION ITEMS

- [6.](#) Ordinance O-2026-11, Zone Change Application, Current Zone: Agricultural Zone (A-X), Proposed Zone: Agricultural Five Acres (A-5), Project location: AV-1328-A, Daybreak Mesa Dr and Main Street.
- [7.](#) Simple Lot Subdivision Application for AV-1365-J, creating two new parcels.
- [8.](#) Simple Lot Subdivision Application for AV-1328-A, creating seven new parcels.
- [9.](#) Preliminary Site Plan Application for Oculita Roca Resort, De La Tierra Holdings LLC.
- [10.](#) Ordinance O-2026-12, Amend Title 10.10.050 RE Rural Estates Zone.

APPROVAL OF MINUTES

- [11.](#) Minutes: February 24, 2026 - Special Planning Commission Hearing and Meeting.
- [12.](#) Minutes: March 11, 2026 - Planning Commission Hearing and Meeting.

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.



Proposal: Zone Change

Current Zone: A-X

Proposed Zone: A-5

Acres: 61.78

Project location: AV-1328-A

Number of Lots: 1

Report prepared by Eldon Gibb, Planning Consultant with Shums Coda

The applicant is proposing to change the zoning from the current A-X to a proposed A-5. The property is located at the east end of Daybreak Mesa Drive (AV-1328-A) and is 61.78 acres in size. The purpose for the zone change is to prepare for a future subdivision of the land so that each lot is a minimum of 5 acres in size.

The property is currently zoned A-X. Surrounding zoning is A-X to the north, RE-5 to the east, OST to the south and east along with RE-2.5 to the west. The General Plan for this property is Agricultural. The applicant is asking to change the zone from A-X to A-5 which is in line with the General Plan map.

When looking at Section 2 of the General Plan, it is apparent that this zone change is in line with section 2.3 - Major Land Use Themes - as this proposal would require lots to be 5 acres in size or larger. Furthermore, in section 2.4 - Land Use Goals it is stated as a goal, "Maintain the small-town, rural feel of Apple Valley". It appears this zone change application is in line with the intent of the General as it would create larger lot sizes and help preserve the agricultural and historic heritage of Apple Valley. .

Access to the property is available from Daybreak Mesa Drive. The town should begin planning stubbed roadways for right of way connectivity to main street along with adjacent properties to the north and south. It appears this zone change application is harmonious with the overall character of existing development in the vicinity of the subject property.



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 \$ 3,471

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

Owner: Ciel Holdings LLC + Plumby Level Investments		Phone: [REDACTED]	
Address: [REDACTED] 502		Email: [REDACTED]	
City: Salt Lake City	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable) Civil Science (Brandee Walker)		Phone: [REDACTED]	
Address/Location of Property: Daybreak Mesa Drive & Main Street		Parcel ID: AV-1328-A	
Existing Zone: A-X		Proposed Zone: A-5	
For Planned Development Purposes: Acreage in Parcel		Acreage in Application 61.78	
Reason for the request Proposed A-5 Zoning on 61.78 Acres			

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

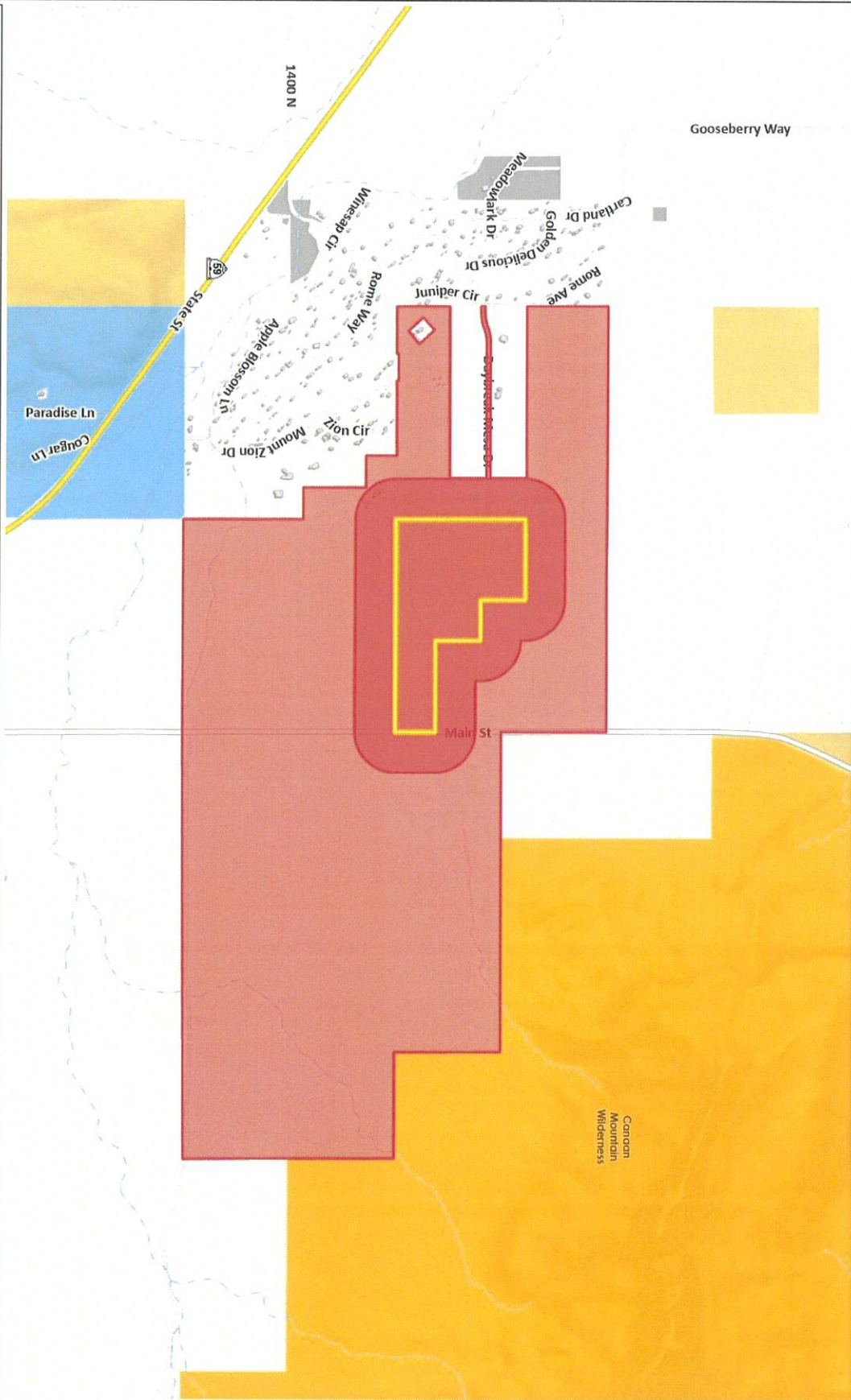
- ☒ A. The name and address of owners in addition to above owner.
- ☒ B. An accurate property map showing the existing and proposed zoning classifications
- ☒ C. All abutting properties showing present zoning classifications
- ☒ D. An accurate legal description of the property to be rezoned
- ☒ E. A 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 	Date Feb 18, 2026
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Official Use Only	Amount Paid: \$ 3,471	Receipt No: 60551
Date Received: RECEIVED FEB 23 2026	Date Application Deemed Complete:	
By:	By:	



AV-1328-A - Zone Change



3,009.3
0
1,504.66
3,009.3 Feet
NAD83, 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. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.



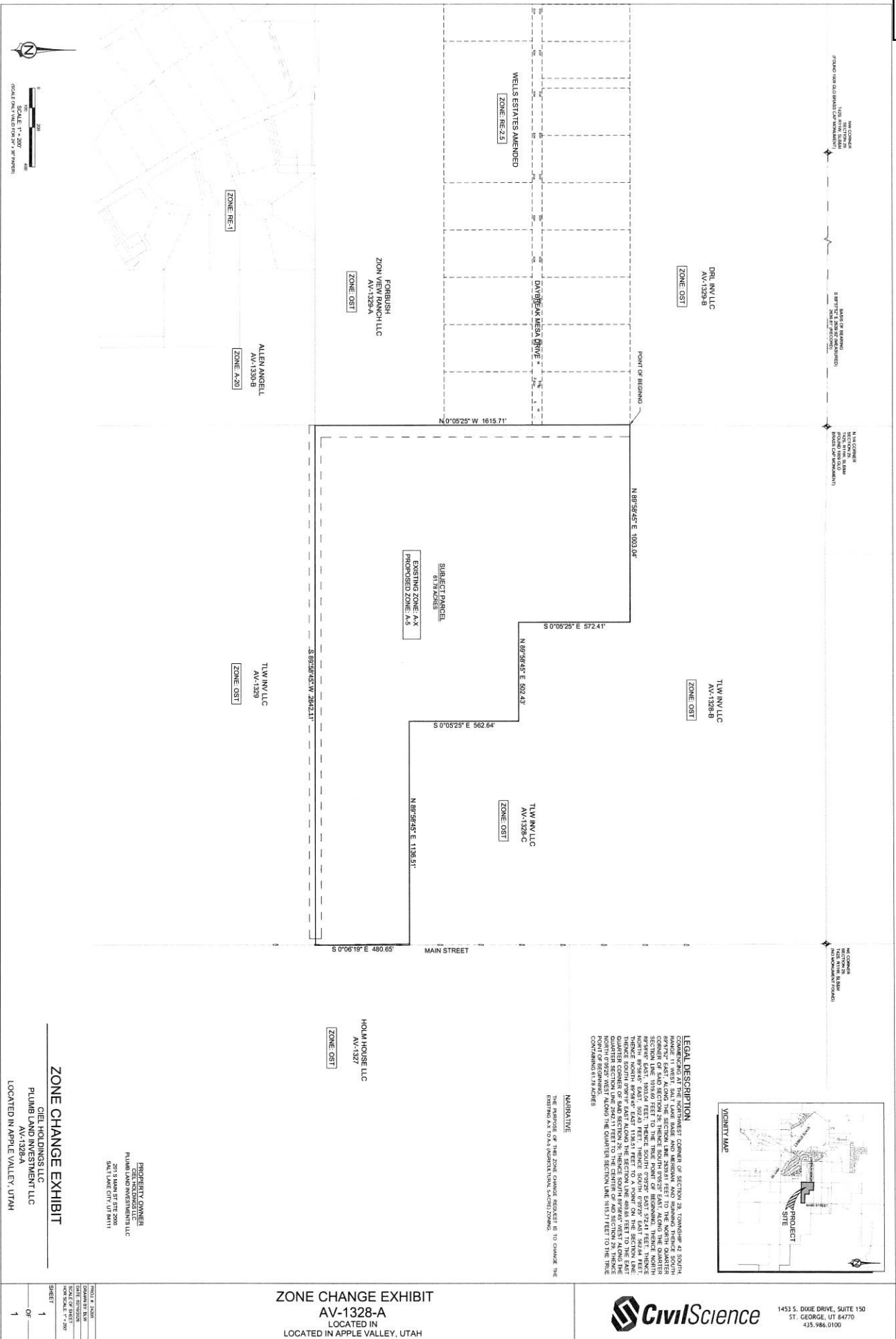
- Legend**
- Ownership**
- U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - Bureau of Land Management Wildlife
 - National Park Service
 - State Recreation
 - Utah Division of Wildlife Resources
 - Utah Division of Transportation
 - State of Utah
 - State Park
 -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

Notes

02/18/2026

500' RADIIUS

CIVIL SCIENCE





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# _____

Item 6.

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, Ciel Holdings LLC + Plumland Sweetbreads am/are the applicant(s) of the application known as
Zion Summit Estates 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):

Ciel Holdings LLC

Name Walker J. Plumb III

Applicant/Owner

Date

Plumland Sweetbreads

Name Yvonne Plumb

Applicant/Owner

Date

Name _____

Applicant/Owner

Date

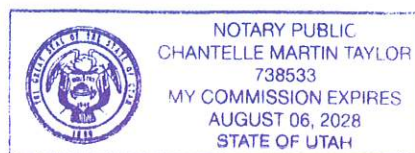
State of Utah)
)§

County of Salt Lake)

On this 18th day of February, in the year 2026, before me, Chantelle Martin Taylor a notary public, personally appeared Walker J. Plumb III, 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)



SUBDIVISION APPROVAL PROCESS

AFFIDAVIT PROPERTY OWNER

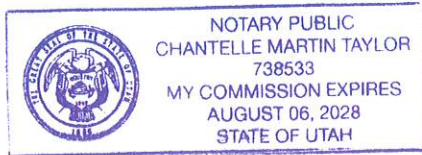
Item 6.

STATE OF UTAH)
Salt Lake)S
COUNTY OF WASHINGTON)

I (We) Ciel Holdings & Plumb Land Investment, 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.

Ciel Holdings
Property Owner [Signature]
Plumb Land Investment LLC
Property Owner [Signature]

Subscribed and sworn to me this 18th day of February, 2026.



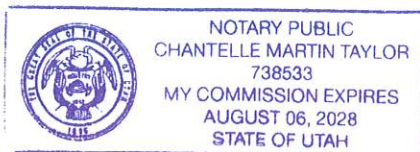
Chantelle Martin Taylor
Notary Public
Residing in: Utah County
My Commission Expires: 08-06-2028

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.

Plumb Land Investment LLC
Property Owner [Signature]
Ciel Holdings LLC
Property Owner [Signature]

Subscribed and sworn to me this 18th day of February, 2026.



Chantelle Martin Taylor
Notary Public
Residing in: Utah County
My Commission Expires: 08-06-2028

Warranty Deed Page 1 of 5

Gary Christensen Washington County Recorder

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"

sutc.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

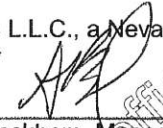
Ciel Holdings, L.L.C., a Utah limited liability company, as to an undivided 50% interest, and Plumb Land Investment, LLC, a Utah limited liability company, as to an undivided 50% interest, grantee(s) of Salt Lake, County of Salt Lake, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE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

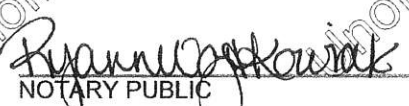
Aaron V Blackham, Manager

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.


 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

3/1/24

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		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

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.
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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.



Let's turn the answers on.

Dixie Service Center
Estimating Dept.
455 N. Old Hwy 91
Hurricane, UT 84737
Fax # (435)688-8351

June 21, 2024

Ciel Holdings LLC
201 S. Main Street, STE 2000



Re: Zone Change for Residential Subdivision

Located: Parcel #AV-1328-A in Apple Valley, UT

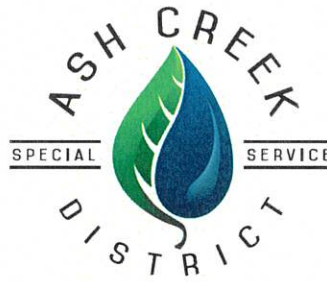
Dear Ciel Holdings LLC:

After reviewing the proposed plans for the above mentioned project, I have determined that power is within a near proximity. Rocky Mountain Power intends to serve the project with electrical service based on load requirements and specifications submitted. All electrical installations will be provided in accordance with the "Electric Service Regulations, as filed with the Utah Public Service Commission after receiving an approved plat showing easements approved by Rocky Mountain Power.

For additional consultation in this matter, please do not hesitate to call.

Sincerely,

Ruston Jenson
Estimator
Dixie Service Center
435-688-3708



January 26, 2026

Apple Valley
1777 North Meadowlark Drive
Apple Valley, UT 84737

Subject: Preliminary Plat – Zion Summit Estates – AV-1328-A

Ash Creek Special Service District takes no exception to the proposed preliminary plat for Zion Summit Estates, parcel AV-1328-A

The Owners hereby acknowledge and agree that if the parcel is further divided, the minimum lot size required for the installation of a conventional septic system is seven (7) acres. The Owners further acknowledge and agree that each lot owner shall be required to sign the Ash Creek Special Service District Septic Agreement and obtain all necessary septic permits from the Southwest Utah Public Health Department.

After approval, owners agree to pay all costs associated with construction and installation of the septic system. Please let us know if you have any questions.

Sincerely,

Amber Gillette, P.E.
Engineer
Ash Creek Special Service District



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

APPLICATION FOR WILL-SERVE LETTER

Completed forms may be emailed to clerk@applevalleyut.gov

**** INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED. PLEASE FILL IN ALL INFORMATION. ****

APPLICANT NAME Ciel Holdings LLC
 PARCEL ID AV-1328-A
 SERVICE ADDRESS Daybreak Mesa Dr & Main Street
Apple Valley UT 84737
CITY STATE ZIP
 MAILING ADDRESS 201 S Main St Ste 2000
Salt Lake City Ut 84111
CITY STATE ZIP
 EMAIL ADDRESS psplumb@gmail.com TELEPHONE # 801-598-2794

I WILL BE ☐ BUYING A WATER RIGHT ☒ N/A, I HAVE A WATER STANDBY

SEND WILL SERVE LETTER TO ☒ Email Address ☐ Mailing Address

Applicant's
Signature

[Handwritten Signature]
for Plumb Holdings S.C.

Date: 1/23/26

Office Use Only: DATE RCV'D 1/28/2026 \$84 FEE: ☒ INITIALS: *[Signature]* ACCT NUMBER 2091

☒ Application Fee **\$84.00 Initial Fee(1/2hour). \$84.00 for Additional Half Hours**

☒ Status

☒ New Service
☐ Water Standby

☒ Impact Fee

☐ None-Impact Fee Waiver (Fees Paid Up-To-Date)
☐ 3/4" - \$17,788.00
☐ 1" - \$31,623.11
☐ 1.5" - \$71,152.00
☐ 2" - \$126,492.44
☐ 3" - \$284,608.00

\$ _____

☐ Applicable Credits due to Impact Fee Waiver Loss

\$(_____)

☐ Meter Needed - \$1,600 Connection Fee Deposit

\$ _____

☒ Water Right Requirement

☐ Buy-In
☐ None Required - Standby Intact

\$10,000.00 _____

TOTAL POSSIBLE DUE TO THE DISTRICT FOR SERVICE

\$ _____

**TOWN OF APPLE VALLEY
ORDINANCE O-2026-11**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1328-A FROM AGRICULTURAL ZONE (A-X) TO AGRICULTURAL 5 ACRES ZONE (AG-5)

WHEREAS, the Town of Apple Valley ("Town") has petitioned to rezone parcel AV-1328-A from Agricultural Zone (A-X) to Agricultural 5 Acres Zone (AG-5); and

WHEREAS, the Planning Commission held a duly noticed public hearing on April 8, 2026, to consider the request and, in a meeting on the same date, voted to recommend approval of the zone change; and

WHEREAS, the Town Council has reviewed the Planning Commission's recommendation and finds that the proposed zone change serves a rational public interest, creating larger lot sizes, helping preserve the agricultural and historic heritage of Apple Valley; and

WHEREAS, on April 15, 2026 the Town Council of Apple Valley, Utah, convened in a duly noticed and held meeting to consider the proposed amendment;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, UTAH, AS FOLLOWS:

SECTION I: Zoning Amendment

The zoning designation for parcel AV-1328-A is hereby changed from Agricultural Zone (A-X) to Agricultural 5 Acres Zone (AG-5).

SECTION II: Official Zoning Map Update

The Official Zoning Map shall be amended to reflect this zoning change.

SECTION III: Effective Date:

This ordinance shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah, this 15h day of April, 2026.

PRESIDING OFFICER

Michael L. Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Clerk/Recorder

VOTE RECORD:	AYE	NAY	ABSENT	ABSTAIN
Mayor Michael Farrar	_____	_____	_____	_____
Council Member Kevin Sair	_____	_____	_____	_____
Council Member Annie Spendlove	_____	_____	_____	_____
Council Member Scott Taylor	_____	_____	_____	_____
Council Member Richard Palmer	_____	_____	_____	_____

Apple Valley Simple Lot Subdivision Application

Fee: _____

Applicant Full Name: Timothy Polishook / Back Country Holdings, LLC

Mailing Address: _____ City: San Francisco State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Authorized Agent (if applicable): Thomas C Timpson

Property Address: East Ranch Road City: Apple Valley State: UT Zip: 84737

Tax ID Number: AV-1365-J

Current Zoning Designation: Agriculture 5 (A-5)

Require Conditions

As per Apple Valley Subdivisions § 11.02.050(D), for a proposed subdivision to qualify for simple lot subdivision approval, the proposed simple lot subdivision shall:

- Be for a single-family dwelling or dwellings and any associated accessory dwelling.
- Be located on property zoned for such use.
- Contain no more than ten (10) lots.
- Not contain any legislative approval, such as a zone change or text amendment request. Any legislative approval necessary for the simple lot subdivision to meet all requirements shall be pursued separately and shall be completed before the Planning Commission may review the simple lot subdivision application.
- Not be traversed by the mapped lines of a proposed street as shown in the general plan unless the Town has approved the location and dedication of any public street, municipal utility easement, any other easement, or any other land for public purposes as the municipality's ordinances require.
- Conform to all applicable land use ordinances. A property that has previously obtained a variance shall be deemed to conform as it relates to the conflict that had necessitated the variance.

Submittal Requirements

An applicant shall submit an application to the Town for a Simple Lot Subdivision that includes, at a minimum, each of the following (*Apple Valley Subdivisions § 11.02.050(E)*):

- A current title report showing ownership by the applicant. [See Attached Deed](#)
- Name of the applicant or authorized agent and contact information.
- Property address, acreage, boundary, and tax identification number.
- Date, scale, and North arrow.
- Vicinity map showing the property's location relative to municipal boundaries and roads that serve the property.
- A statement containing the zone, lot size, and amount of frontage along a public street for each proposed lot.
- A metes and bound description of the property proposed to be subdivided.
- ✓ ■ A subdivision name.
- A record of survey map, showing each new lot, which includes the following details:
 - The location of survey by quarter section and township range.
 - The date of survey.
 - The scale of the drawing and North point.
 - The distance course of all lines traced or established, giving the basis of bearing and the distance and course to two or more section corners or quarter corners, including township and range, or to identified monuments within a recorded subdivision.
 - All measured bearings, angles, and distances separately indicated from those of record.
 - A written boundary description of property surveyed.
 - All monuments set and their relation to older monuments found.
 - A detailed description of monuments found and monuments set, indicated separately.
 - The surveyor's seal or stamp.
 - The surveyor's business name and address.
 - A written narrative that explains and identifies:
 - The purpose of the survey.
 - The basis on which the lines were established.
 - The found monuments and deed elements that controlled the established or reestablished lines.

N/A ☐ If the narrative is a separate document, it shall contain:

- ☐ The location of the survey by quarter section and by township and range.
 - ☐ The date of the survey.
 - ☐ The surveyor's stamp or seal.
 - ☐ The surveyor's business name and address.
- N/A ☐ The map and narrative shall be referenced to each other if they are separate documents.
- N/A ☐ The map and narrative shall be created on material of a permanent nature on stable base reproducible material in the sizes required by the county surveyor.

Site Specific Contents

The following documents shall accompany the simple lot subdivision application when deemed necessary by the Town Engineer (*Apple Valley Subdivisions § 11.02.050 (F)*):

- ☐ Soils Report: The applicant shall provide a detailed soils report addressing the following issues for the subdivision: hill stabilization, road design, foundation design, groundwater impacts, and general soil stability. The report must be stamped and signed by a Civil Engineer licensed in the state of Utah.
- Storm Water Plan: The applicant shall provide a detailed storm water plan for the subdivision. This plan shall include all calculations showing that it meets all applicable codes, standards, and specifications. Plans and calculations shall be stamped and signed by a civil engineer licensed in the state of Utah.
- Other Hazard Information: This may include FEMA floodplain information or other information to mitigate natural hazards.

(For Office Use Only)

Date Received: _____ Date Paid: _____

Preliminary Review

The applicant shall submit the application and all required contents. The Town will check for completeness. If not all materials have been submitted, the application should be returned to the applicant until all required contents are included (*Apple Valley Subdivisions § 11.02.050(G)(2)*).

Date of Completion Determination: _____

Administrative Review

Once the application is deemed to be complete, the Town shall complete a review of the simple subdivision application and Subdivision Improvement Plans and determine whether the application meets all requirements. If the application is found to meet all codes, standards, and specifications, Town staff shall forward the application on to the Planning Commission (*Apple Valley Subdivisions § 11.02.050(G)(3)*).

Date of Administrative Review Completion: _____

Administrative Recommendation to Planning Commission:

Planning Commission Review

The Planning Commission shall hold a public hearing on the application and approve or deny the simple lot subdivision application (*Apple Valley Subdivisions § 11.02.050(G)(4)*).

Date of Public Hearing: _____

Date of Planning Commission Decision: _____

- ☐ Approved
- ☐ Denied

Filing Date of the Record of Survey: _____

RED SANDS
— GEOMATICS —
LAND SURVEYING, LIDAR, & GIS
PERSONALIZED PROFESSIONAL SOLUTIONS
352 E. 200 S. KANAB, UTAH REDSANDS@GEO.MT.COM

1. MICHAEL J. STEWART, A PROFESSIONAL LAND SURVEYOR, LICENSE NUMBER 124000201, HOLD THIS LICENSE IN ACCORDANCE WITH THE 1956, CHAPTER 22, STATUTES OF THE COMMONWEALTH OF MASSACHUSETTS. I HAVE COMPLETED THE SURVEY OF THE PROPERTY DESCRIBED HEREIN IN ACCORDANCE WITH SECTION 17-23-17, AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS RECORD OF SURVEY.











[illegible]

THIS SURVEY, RED SANDS GEOTECHNICAL, LLC HAS CONDUCTED A SOIL BORING, SOIL LOG, PHOTO DOCUMENTATION, FOUND EVIDENCE AND MONUMENTATION HEREIN. DOCUMENTS OF RECORD REPRESENTED BY THESE DOCUMENTS ARE NOTED BELOW. THERE MAY EXIST OTHER EVIDENCE, MONUMENTATION AND DOCUMENTS THAT COULD AFFECT THE CONCLUSIONS THAT MAY BE DRAWN FROM THIS SURVEY SHOULD BE PRESENTED TO THE SURVEYOR FOR HIS REVIEW AND CONSIDERATION.

- RSG, PRO VALUING ENGINEERING, 2015
- RSG, PRO VALUING ENGINEERING, 2015
- RSG, WOODLEY LAND SURVEYING, 2021
- RSG, WOODLEY LAND SURVEYING, 2021
- RSG, RED SANDS GEOTECHNICAL, 2025

RECORD DESCRIPTION FOR PARCEL: AV-1365-J
THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE
COUNTY, UTAH.

ESS: THE NORTH HALF OF THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION
4.
ESS: THE EAST HALF OF THE NORTHEAST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 43 SOUTH
RANGE 11 WEST.

PARCEL 1: THE SOUTH HALF OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, CONTAINING 4.99 ACRES (MORE OR LESS).

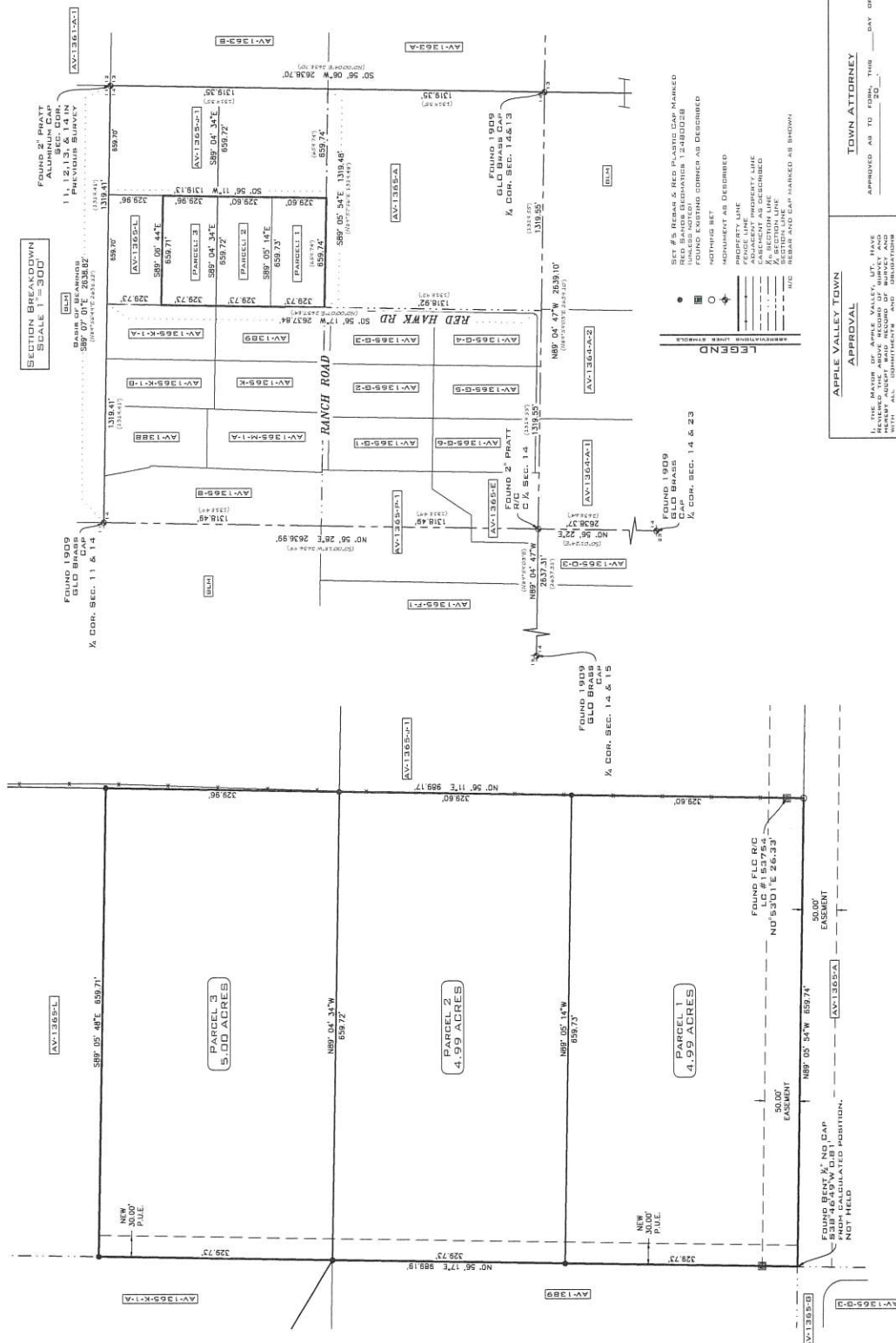
PARCEL 2: THE NORTH HALF OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, REPRESENTING 4.99 ACRES (MORE OR LESS).

PARCEL 3:
THE SOUTH HALF OF THE NORTHWEST QUARTER, OF THE
NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION
4, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE
AND MERIDIAN, CONTAINING 4.99 ACRES (MORE OR LESS).

RECORD DIMENSIONS ARE SHOWN IN PARENTHESES.

OWNERSHIP: BACK COUNTRY HOLDINGS LLC
66 NORDHOFF ST
SAN FRANCISCO, CA 94131

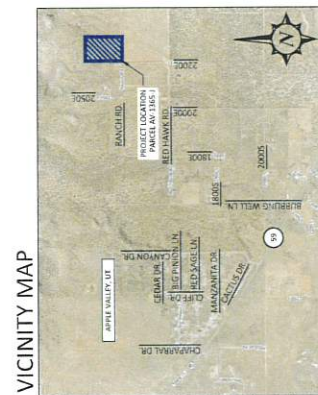
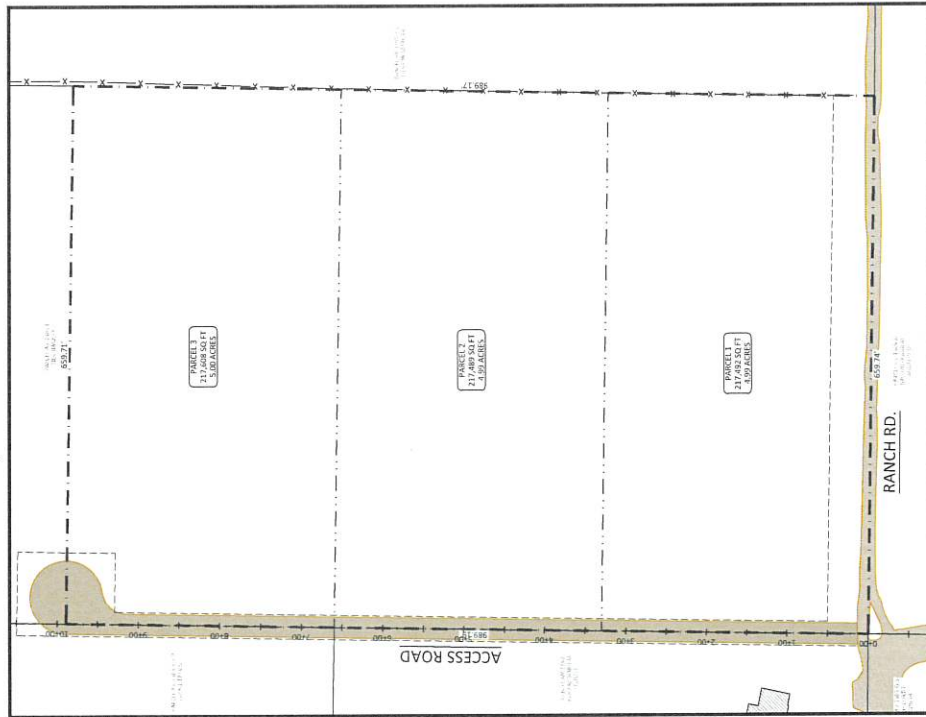
DRAWN BY: MJS
SURVEY DATE: 3/10/2026



APPROVAL		TOWN ATTORNEY	
I HEREBY APPROVE THIS ACTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN, CALIFORNIA, AND I CERTIFY THAT THE SAME IS IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND THE CHARTER OF THE COUNTY OF SAN JOAQUIN, CALIFORNIA.		APPROVED AS TO FORM: _____ MAY _____ 2016	
MAJOR VALLEY TOWN		APPLE VALLEY TOWN ATTORNEY	

Item 7.

BACK COUNTRY SUBDIVISION DEVELOPMENT PLAN FOR BACK COUNTRY HOLDINGS, LLC PARCEL NUMBER AV-1365-J (14.98 ACRES) APPLE VALLEY, WASHINGTON COUNTY, UTAH



DRAWING INDEX

REVISIONS	DATE	DESCRIPTION
1	01/11/2024	ISSUED FOR PERMIT
2	01/11/2024	ISSUED FOR PERMIT
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OVERALL SITE



APPROVALS

CITY MANAGER _____ DATE _____
UTILITY DIRECTOR _____ DATE _____

UTILITY PROVIDERS

WATER PROVIDER:
TOWN OF APPLE VALLEY - WATER DEPARTMENT
4777 FORBES BLVD. SUITE 100
APPLE VALLEY, UT 84707
(435) 877-1100

SEWER PROVIDER:
SALT LAKE COUNTY - SEWER DISTRICT
1150 SOUTH SAND HOLLOW ROAD
HERRICANE, UT 84737
(435) 877-1100

ELECTRICAL POWER PROVIDER:
PACIFIC POWER & LIGHTING
1150 SOUTH SAND HOLLOW ROAD
HERRICANE, UT 84737
(435) 877-1100

TELECOMMUNICATIONS PROVIDER:
TDS TELECOM
1000 N. 1000 E. SUITE 100
ST. GEORGE, UT 84770
(844) 684-1387

SOLID WASTE COLLECTION AND DISPOSAL:
WASHINGTON COUNTY SOLID WASTE
375 NORTH LAMAR ROAD
WASHINGTON, UT 84780
(435) 717-1231

PUBLIC SAFETY:
WASHINGTON COUNTY SHERIFF
400 SOUTH 300 WEST
HERRICANE, UT 84737
(435) 536-5500

CONTACT INFORMATION

OWNER:
BACK COUNTRY HOLDINGS, LLC
TIMOTHY POLSHOOK
1000 N. 1000 E. SUITE 100
SAN FRANCISCO, CA 94131
(650) 444-5894

DEVELOPER:
BACK COUNTRY HOLDINGS, LLC
TIMOTHY POLSHOOK
66 NORDHOFF ST
SAN FRANCISCO, CA 94131
(650) 444-5894

ENGINEER:
TCT ENGINEERING
THOMAS TIMPSON
1185 W. UTAH AVE., STE. 101
HILDALE, UT 84784

BACK COUNTRY SUBDIVISION
DEVELOPMENT PLAN FOR
BACK COUNTRY HOLDINGS LLC

TCT ENGINEERING
1000 N. 1000 E. SUITE 100
ST. GEORGE, UT 84770
(844) 684-1387



LOCATED IN THE NE 1/4, NE 1/4, NE 1/4 OF SECTION 14, T4S, R13W, S18M, APPLE VALLEY, WASHINGTON COUNTY, UT
PARCEL # AV-1365-J

REVISIONS	DATE	DESCRIPTION
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COVER SHEET

C1.1

Item 7.

TCT ENGINEERING



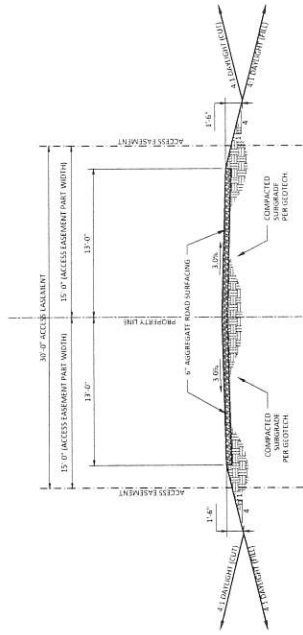
BACK COUNTRY SUBDIVISION
DEVELOPMENT PLAN FOR
BACK COUNTRY HOLDINGS LLC
PARCEL # AV-1365-J
LOCATED IN THE NE 1/4 OF SECTION 14, T43S, R11W, S18&M, APPLE VALLEY, WASHINGTON COUNTY, UT

REVISIONS	
NO.	DESCRIPTION
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C2.1

Item 7.

STREET X SECTIONS



PROPOSED ACCESS ROAD SECTION - 45' EASEMENT

PARCEL # AV-1365-J
LOCATED IN THE NE 1/4 NE 1/4 OF SECTION 14, T43S, R11W, S18&M, APPLE VALLEY, WASHINGTON COUNTY, VT

REVISIONS		PROJECT NO.	240715
REV.	DATE	DESCRIPTION	
1	11/11/15	ADD DWS FILE XCEL TO THE END OF THE	TH
2	11/11/15		TC
3	11/11/15		TC
4	11/11/15		TC
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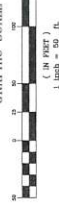
PROJECT NO.	240715
ADD DWS FILE XCEL TO THE END OF THE	TH
DESCRIPTION	TC
DATE	3-13-26
SHEET:	

EXISTING SITE CONDITIONS

C2.2

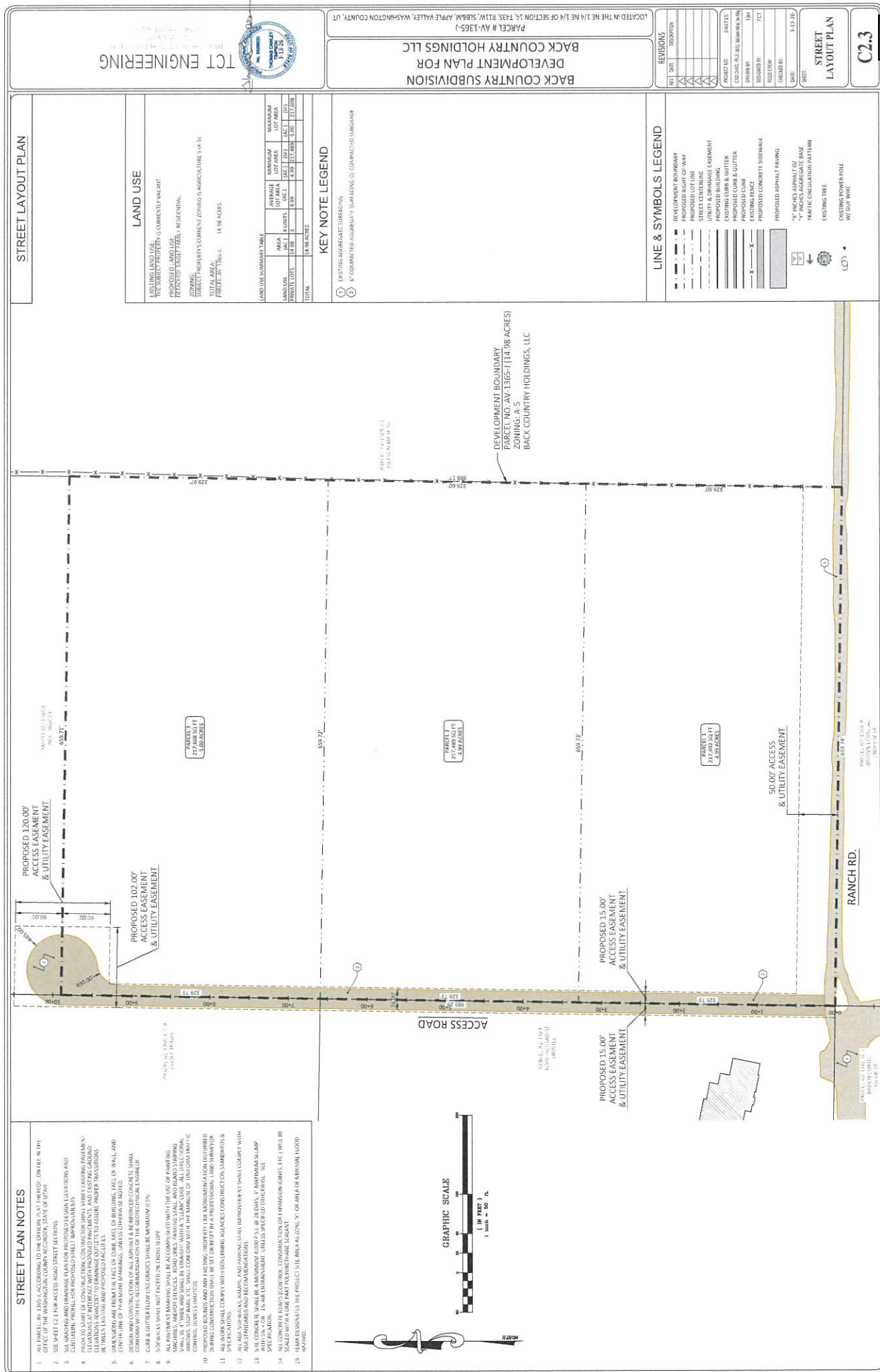


GRAPHIC SCALE



1. BASE PLAN: THE PROPERTY LINES SHOWN WERE DETERMINED FROM FIELD SURVEY WITH DEEDS AND PLANS OF RECORD, PERFORMED BY RED SANDS GEOMATICS IN MARCH 2025.
2. TOPOGRAPHY: THE TOPOGRAPHY AND PHYSICAL FEATURES ARE BASED ON AN ACTUAL FIELD SURVEY PERFORMED ON THE GROUND BY RED SANDS GEOMATICS IN MARCH 2025. ELEVATIONS SHOWN ON THE PLANS ARE BASED UPON THE PROBLEM STATEMENT.

[illegible]



UTILITIES PLAN

-
- Topographic map showing contour lines and a proposed road layout. The map includes labels for 'ACCESS ROAD', 'RANCH RD.', and 'PARCELS'. A red line indicates a proposed road alignment, and a blue line indicates an existing road. The map also shows 'EXISTING GRADE' and 'PROPOSED GRADE' lines. A north arrow is located in the bottom right corner.

UTILITY PROVIDERS

UTILITY PROVIDERS

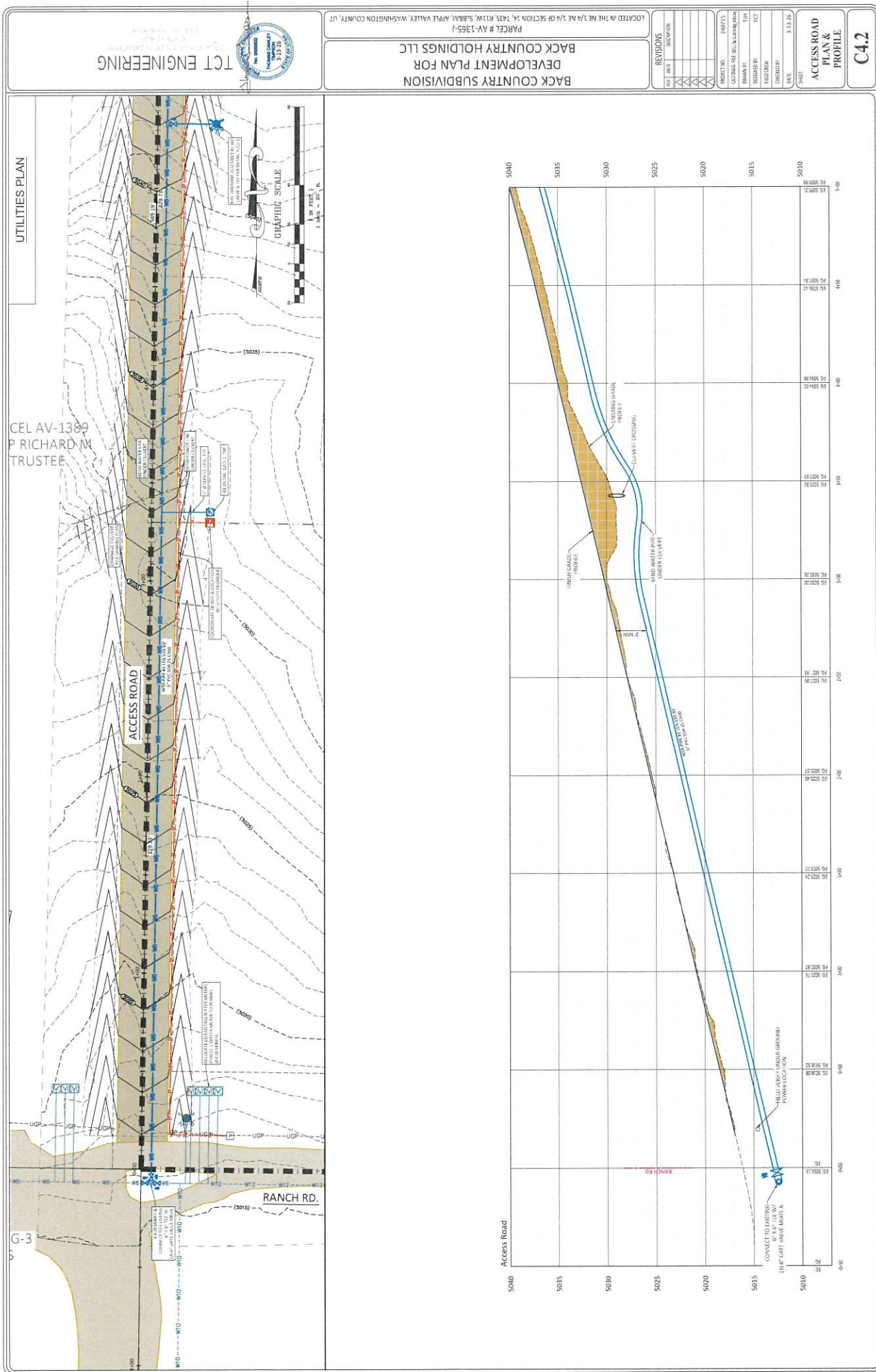
LINE & SYMBOLS LEGEND

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UTILITIES
PLAN
OVERALL

C41





TCT ENGINEERING

1113 S. 1100 E. SUITE 100
TAYLOR, UT 84404

PHONE: (435) 465-1133
FAX: (435) 465-1134
WWW.TCTENGINEERING.COM

BACK COUNTRY SUBDIVISION

DEVELOPMENT PLAN FOR

BACK COUNTRY HOLDINGS LLC

LOCATED IN THE NE 1/4 NE 1/4 OF SECTION 16, T43S, R11W, S88M, APPLE VALLEY, WASHINGTON COUNTY, UT

REVISIONS

NO.	DATE	DESCRIPTION
1	01/11/2011	ISSUED FOR PERMIT
2	01/11/2011	ISSUED FOR PERMIT
3	01/11/2011	ISSUED FOR PERMIT
4	01/11/2011	ISSUED FOR PERMIT
5	01/11/2011	ISSUED FOR PERMIT
6	01/11/2011	ISSUED FOR PERMIT
7	01/11/2011	ISSUED FOR PERMIT
8	01/11/2011	ISSUED FOR PERMIT
9	01/11/2011	ISSUED FOR PERMIT
10	01/11/2011	ISSUED FOR PERMIT

PROJECT NO.: 240715
DRAWING TITLE: ACCESS ROAD
DRAWN BY: TCT
CHECKED BY: TCT
FIELD DATA: TCT
SCALE: AS SHOWN
DATE: 01/11/2011

ACCESS ROAD PLAN & PROFILE

C4.2

PARCEL # AV-1365-J

Item 7.



BACK COUNTRY SUBDIVISION
DEVELOPMENT PLAN FOR
BACK COUNTRY HOLDINGS LLC

PARCEL # AV-1365-J
LOCATED IN THE NE 1/4 NE 1/4 OF SECTION 34, T43S, R11W, S88N1, APPLE VALLEY, WASHINGTON COUNTY, UT

REVISIONS		PRODUCT NO:	2407715
REV	DATE	CAO DING FEE, INC. 6000 Highway 300A	TDH
✓		DRAWN BY:	TCT
✓		DESIGNED BY:	
✓		FIELD CREW:	
✓		Checked By:	
✓		DATE	3.13.20

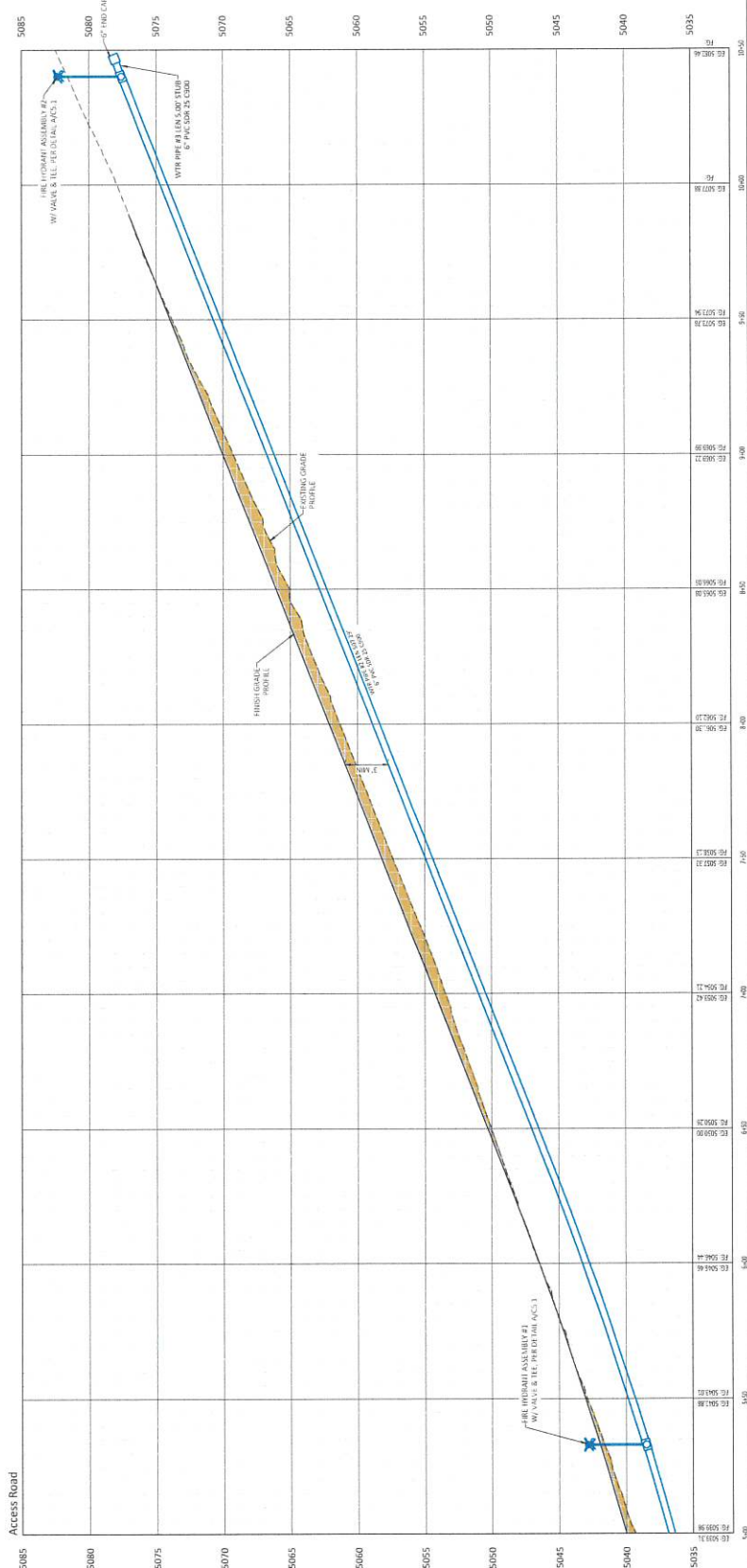
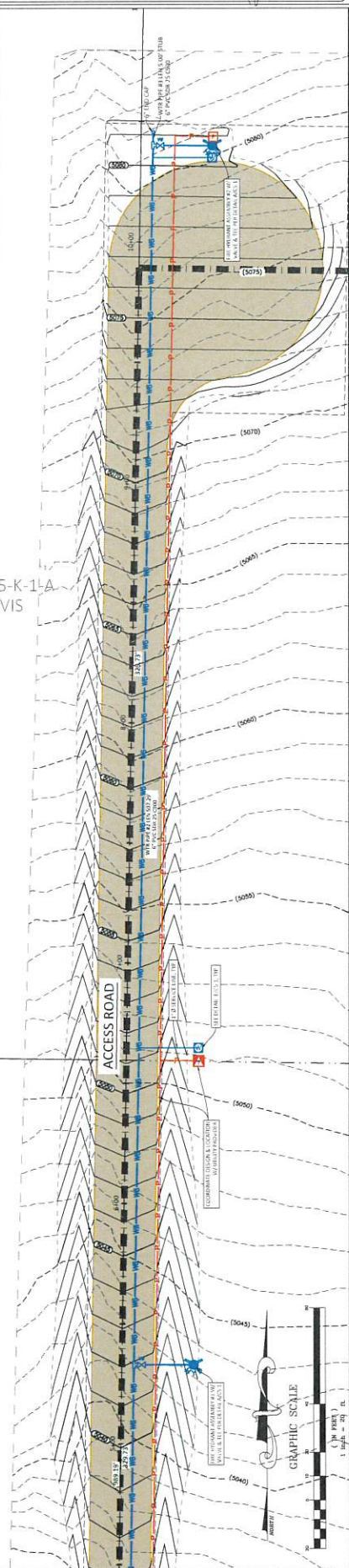
ACCESS ROAD PLAN & PROFILE

C4.3

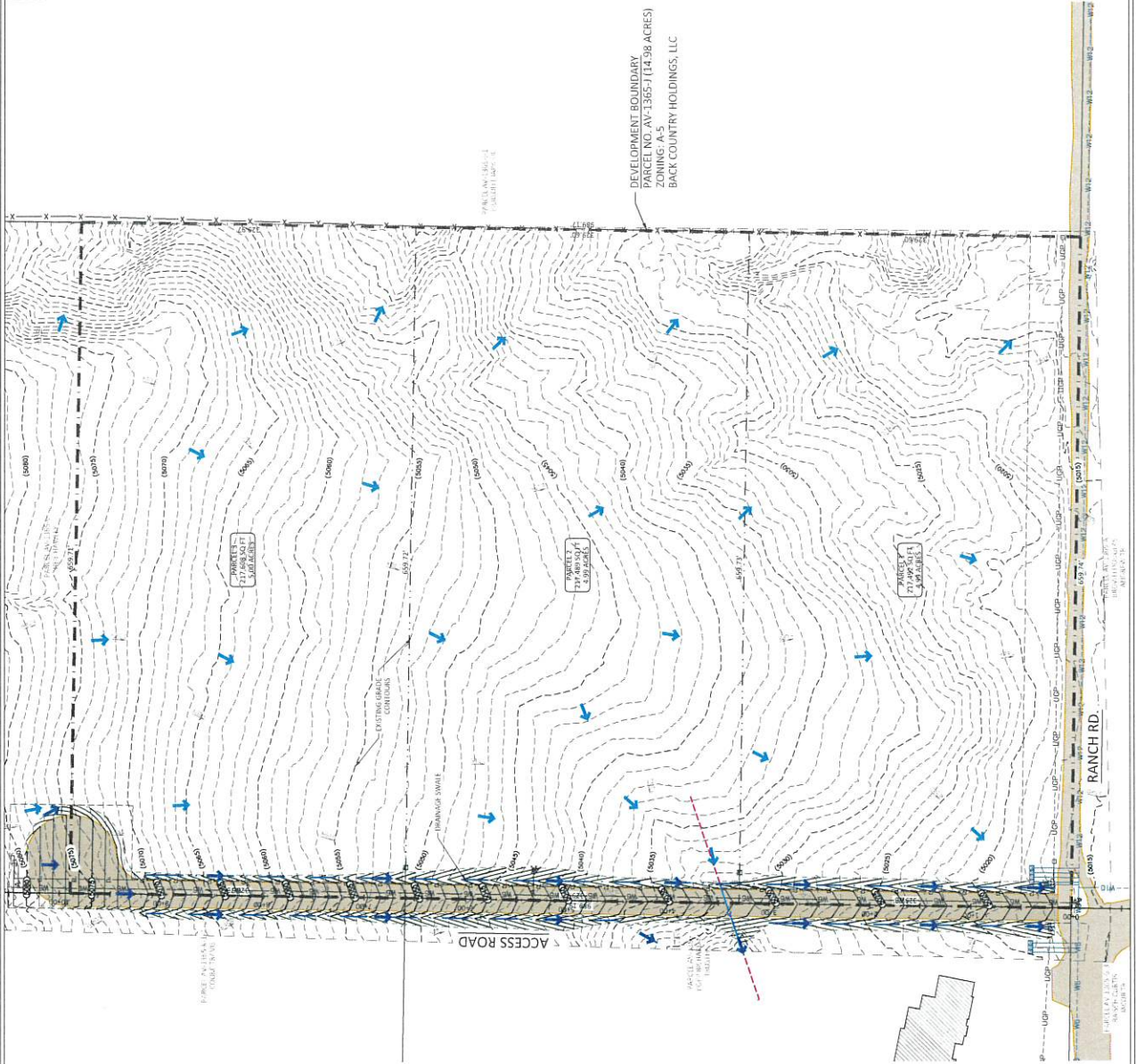
Item 7.

UTILITIES PLAN

1365-K-1A
TRAVIS



GRADING & DRAINAGE PLAN



GRADING & DRAINAGE PLAN NOTES

1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS, AND WITH THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL SOILS REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR EROSION CONTROL, SEDIMENTATION, AND FILLING OF ANY EXISTING DITCHES OR SWALES WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL SOILS REPORT.
2. THE PROJECT BENCHMARK IS SHOWN ON THE PLANS. HEREON REFER TO THE PROJECT BENCHMARK.
3. ALL EARTHWORK, EXCAVATION, EXCAVATED AND FILLED AREAS, AND DITCHES SHALL BE PREPARED AND COMPLETED IN ACCORDANCE WITH THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL SOILS REPORT. THE CONTRACTOR SHALL PROVIDE OVEREXCAVATION FOR ALL BUILDING LOTS AND ROADWAYS IN ACCORDANCE WITH THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL SOILS REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR EROSION CONTROL, SEDIMENTATION, AND FILLING OF ANY EXISTING DITCHES OR SWALES WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL SOILS REPORT.
4. SUBSEQUENT TO GRADING AND PRIOR TO PLACING FILL OR THE BASE COURSE, SUPPORT LAYER, THE EXPOSED SUBGRADE SHALL BE INVESTIGATED AND DETERMINE THE ANTICIPATED EARTHWORK REQUIRED FOR THIS PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR EROSION CONTROL, SEDIMENTATION, AND FILLING OF ANY EXISTING DITCHES OR SWALES WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL SOILS REPORT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR EROSION CONTROL, SEDIMENTATION, AND FILLING OF ANY EXISTING DITCHES OR SWALES WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL SOILS REPORT.
7. THE CONTRACTOR SHALL OBTAIN ALL LOCAL, STATE, AND FEDERAL PERMITS AND APPROVALS FOR EROSION CONTROL, SEDIMENTATION, AND FILLING OF ANY EXISTING DITCHES OR SWALES WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL SOILS REPORT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR EROSION CONTROL, SEDIMENTATION, AND FILLING OF ANY EXISTING DITCHES OR SWALES WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL SOILS REPORT.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR EROSION CONTROL, SEDIMENTATION, AND FILLING OF ANY EXISTING DITCHES OR SWALES WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL SOILS REPORT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR EROSION CONTROL, SEDIMENTATION, AND FILLING OF ANY EXISTING DITCHES OR SWALES WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL SOILS REPORT.
11. ALL FINISH GRADE ELEVATIONS AND SPOT GRADES ARE TO TOP OF FINISH SURFACE, UNLESS NOTED OTHERWISE.
12. EXISTING & FINISH GRADE CONTOUR INTERVAL IS 1 FT.
13. ALL SPOT ELEVATIONS ARE IN REFERENCE TO THE PROJECT BENCHMARK.
14. ALL SPOT ELEVATIONS ARE IN REFERENCE TO THE PROJECT BENCHMARK.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING DEPOSITION OF ON-SITE SEDIMENT ONTO SURROUNDING PUBLIC STREETS DURING CONSTRUCTION.

BACK COUNTRY SUBDIVISION
DEVELOPMENT PLAN FOR
BACK COUNTRY HOLDINGS LLC

PARCEL # AY-1365-J
14.58 ACRES
LOCATED IN THE NE 1/4 NE 1/4 OF SECTION 34, T4S, R13W, S18&M, APPLE VALLEY, WASHINGTON COUNTY, UT

REVISIONS

NO.	DATE	DESCRIPTION
1	05/01/2024	ISSUED FOR PERMIT

PROJECT: BACK COUNTRY SUBDIVISION
CLIENT: BACK COUNTRY HOLDINGS LLC
DESIGNER: TCT ENGINEERING
DATE: 05/01/2024
SHEET: 3 OF 3

GRADING & DRAINAGE PLAN
OVERALL

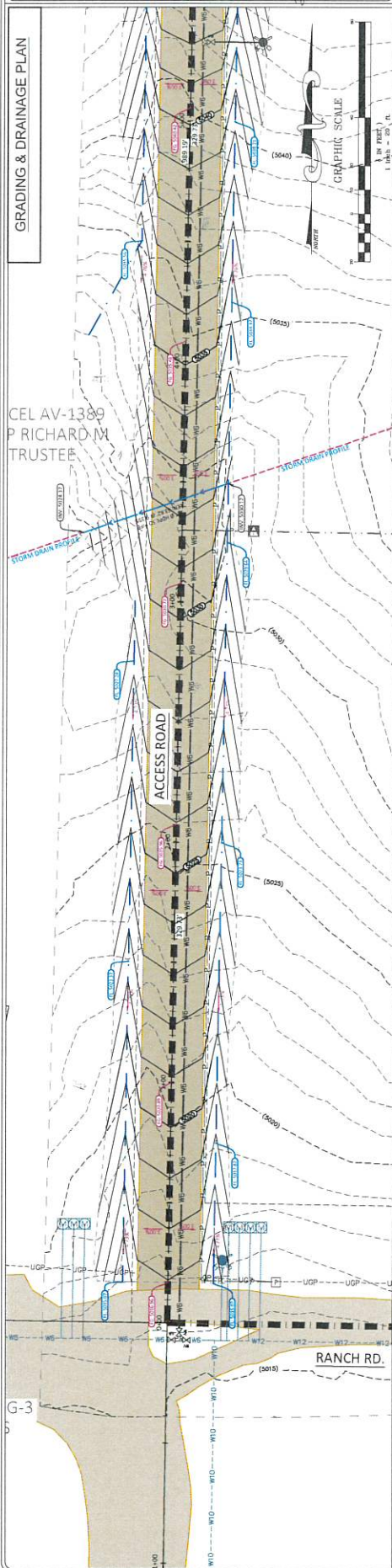
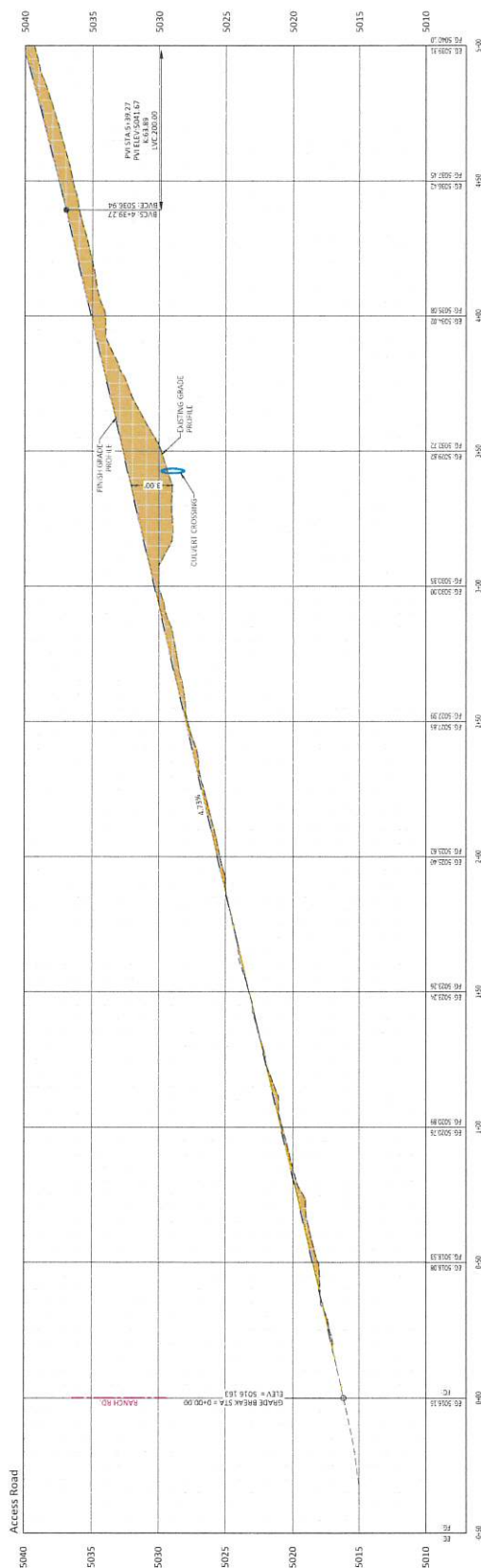
C3.1

ACCESS ROAD

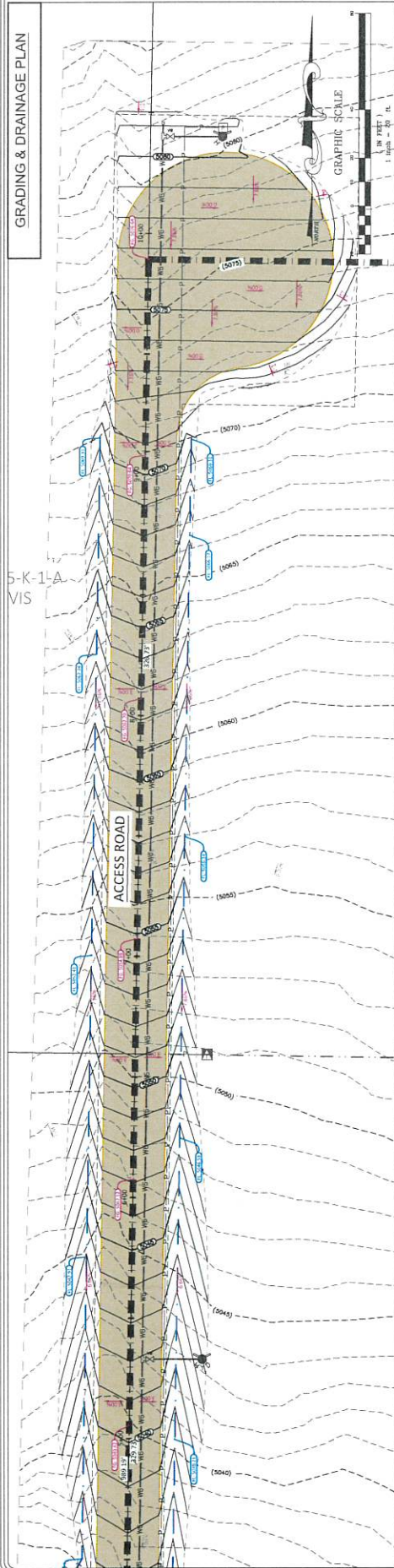
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BACK COUNTRY SUBDIVISION
DEVELOPMENT PLAN FOR
BACK COUNTRY HOLDINGS LLC
PARCEL # AV-1365-J
E 1/4 OF SECTION 14, T49S, R11W, S18BM, APPLE VALLEY, WAS

TCT ENGINEERING



5-K-1-A
VIS

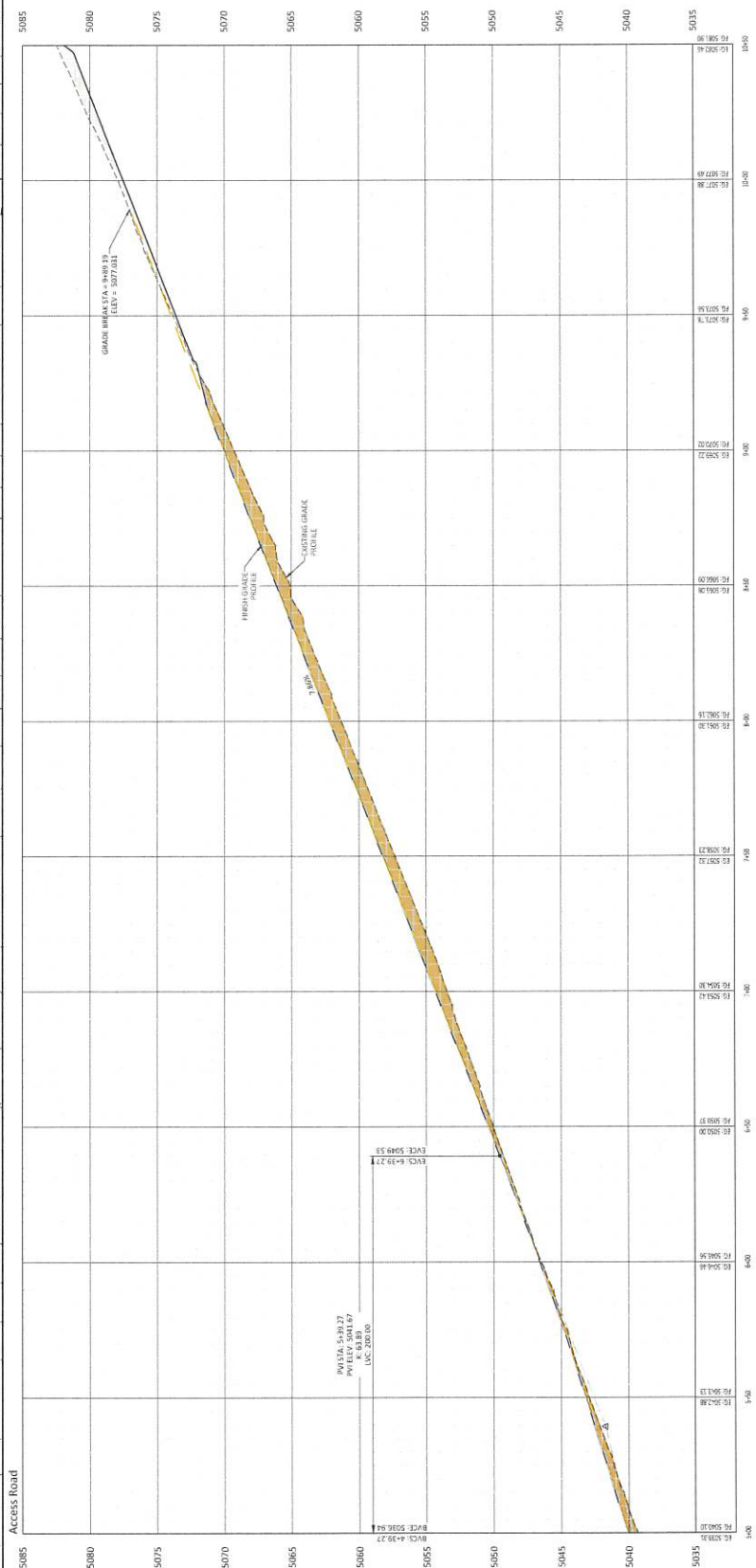


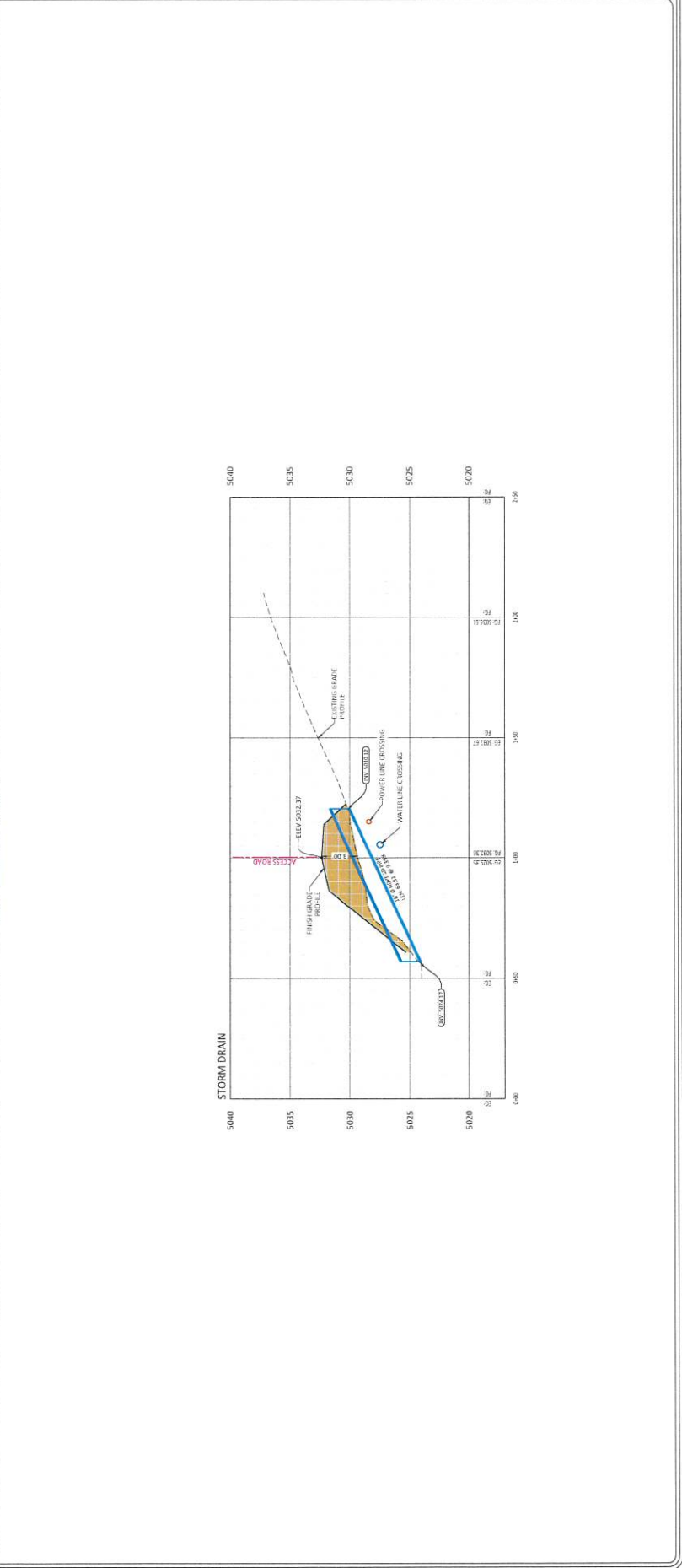
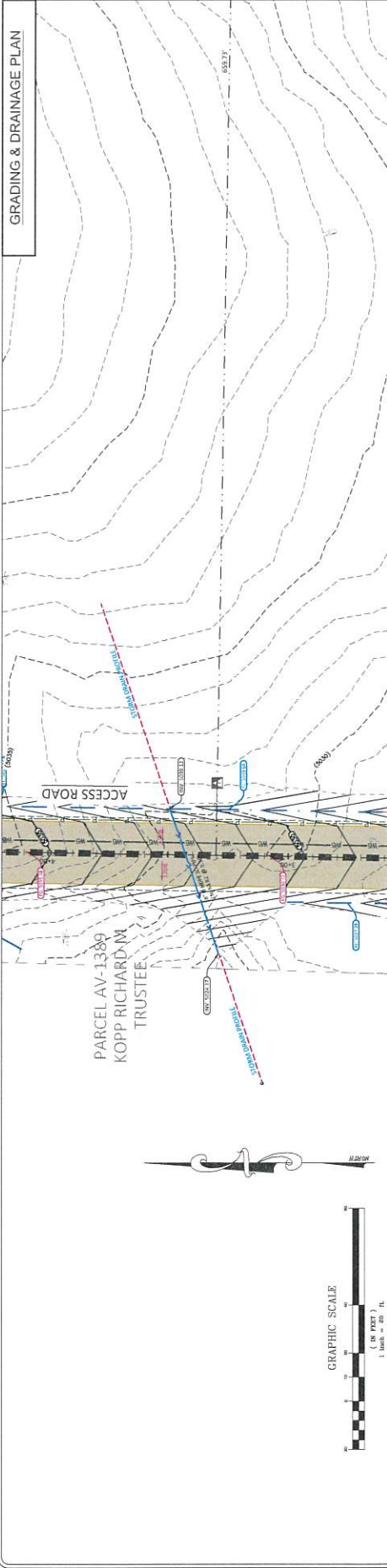
BACK COUNTRY SUBDIVISION
DEVELOPMENT PLAN FOR
BACK COUNTRY HOLDINGS LLC

[illegible]

ACCESS ROAD PLAN & PROFILE

C3.3





GRADING & DRAINAGE PLAN

TCT ENGINEERING



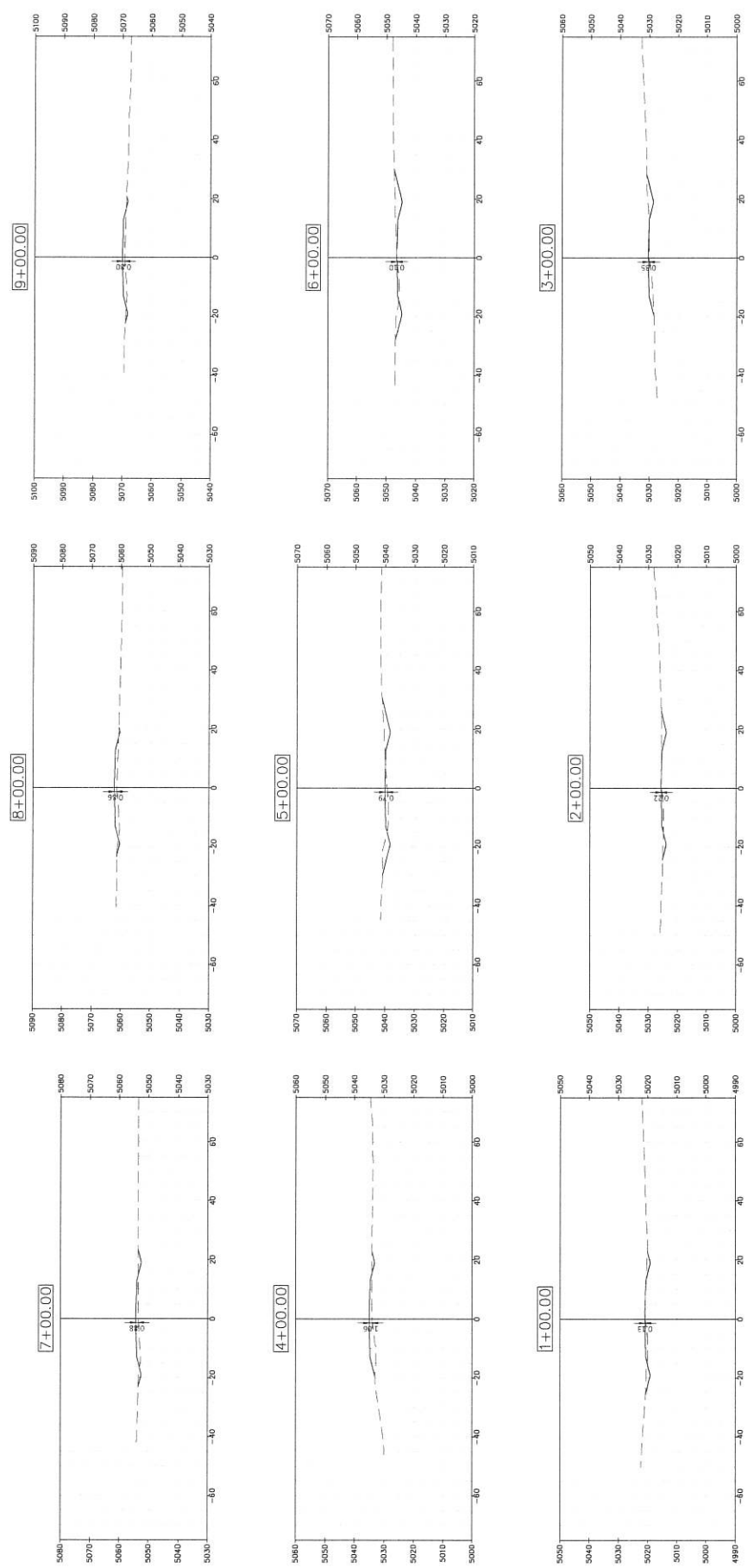
BACK COUNTRY SUBDIVISION
DEVELOPMENT PLAN FOR
BACK COUNTRY HOLDINGS LLC
PARCEL # AV-1365-J
LOCATED AT THE NE 1/4 NE 1/4 OF SECTION 14, T43S, R11W, S18&M, APPLE VALLEY, WASHINGTON COUNTY, UT

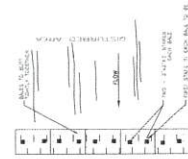
REVISIONS		
NO.	DATE	DESCRIPTION
1	8/13/20	ISSUED FOR PERMIT
2	8/13/20	REVISED TO ADD DRAINAGE
3	8/13/20	REVISED TO ADD DRAINAGE
4	8/13/20	REVISED TO ADD DRAINAGE
5	8/13/20	REVISED TO ADD DRAINAGE
6	8/13/20	REVISED TO ADD DRAINAGE
7	8/13/20	REVISED TO ADD DRAINAGE
8	8/13/20	REVISED TO ADD DRAINAGE
9	8/13/20	REVISED TO ADD DRAINAGE
10	8/13/20	REVISED TO ADD DRAINAGE

SECTIONS
C3.5

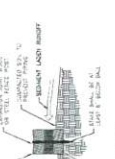
Item 7.

NOT TO SCALE

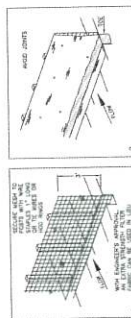




PLAN



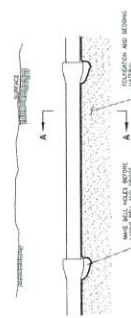
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STALLATION SEQUENCE



6



EVALUATION VIEW



SECTION A-A

INSTALLATION

CONCRETE: FILL FOLLOWING ASTM C 1479
REQUIREMENTS FOR THE INSTALLATION OF REINFORCING
CONCRETE: MIN. 3" FROM SLAB, AND CLARIFY PER LINE
ITEMS.

PLASTIC: FILL FOLLOWING ASTM C 1321
REQUIREMENTS FOR THE INSTALLATION OF REINFORCING
CONCRETE: MIN. 3" FROM SLAB, AND CLARIFY PER LINE
ITEMS.

WOOD: FILL FOLLOWING ASTM C 1321
REQUIREMENTS FOR THE INSTALLATION OF REINFORCING
CONCRETE: MIN. 3" FROM SLAB, AND CLARIFY PER LINE
ITEMS.

STANDARD: FILL FOLLOWING ASTM C 1321
REQUIREMENTS FOR THE INSTALLATION OF REINFORCING
CONCRETE: MIN. 3" FROM SLAB, AND CLARIFY PER LINE
ITEMS.

1. NOTES
2. QUESTIONS
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TRENCH BACKFILL

**11. EXCLUDES EMERGENCY CLOSURES
ALL ROAD CLOSURES AND DETOURS
REQUIRE 48 HOURS PRIOR NOTICE**

[illegible]

1. **GENERAL**
 - a. Is the driving appeal to tackling a health and environment issue the *prime* issue?
2. **PROBUDGET**
 - a. Current limit, *APWA* Section 31.05.13 Maximum appeal is \$2000.
 - b. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - c. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - d. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
3. **EXECUTION**
 - a. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - b. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - c. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - d. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - e. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - f. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - g. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - h. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - i. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - j. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - k. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - l. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - m. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - n. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - o. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - p. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - q. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - r. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - s. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - t. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - u. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - v. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - w. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - x. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - y. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.
 - z. *APWA* Section 31.05.13.2 Maximum appeal is \$2000 per day with 90 day limit.

GENERAL

A. Install the pipe in the center of the trench or no closer than 6 inches from the wall of the pipe to the wall of the trench.

PRODUCTS

A. Base Course: Untreated base course, APWA Section 32.11.23. Do not use gravel

B. Subbase: Untreated base course without ENGINEER'S permission

C. Bedding: 150 mm (6 in.) thick, 1 to 1.5 (3 to 4.5) Maximum particle size 2-inches

D. Concrete: APWA Section 32.30.4

E. Flexible Pipe: Target is 60 psi at 28 days with 90 psi maximum in 28 days, APWA Section 31.05.1. It must have very little requiring no vibration for consolidation.

F. Substitution: Superalloy Geotextile. Moderate or high at CONTRACTOR'S choice.

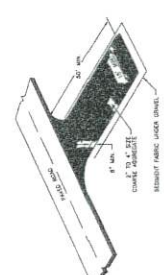
[illegible]

GENERAL	Description
A.	A temporary sediment barrier consisting of a filter fabric stretched across and attached to supporting posts and entrenchments.
B.	Application. To intercept sediment from obscured areas of limited extent.
C.	Perimeter Control. Place barrier at down gradient limits of disturbance.
D.	Sediment Barrier. Place barrier at toe of slope or tail slope.
E.	Protection of Existing Waterways. Place barrier at top of stream bank.

[illegible]

Standardized roadway structure	
GENERAL	A. A horizontal alignment plan of grade for controlling equipment and construction vehicle access to the work area.
PRODUCT	B. Repetition. At any site where vehicles and equipment enter the public right-of-way.
EXECUTION	1. A standard work zone and grade to provide maximum slope of 1 percent away from the work area. 2. A standard adaptable work zone and grade to provide maximum slope of 1 percent away from the work area. 3. Compact adaptable work zone and grade down if flatter (recommended for entrance area that is less than 3' minimum). 4. Permanent kneeling or flower mats. 5. Delineation of the work zone. 6. Publicity to the traveling work zone and the public right-of-way. 7. Publicity to the traveling work zone may be required as conditions demand. 8. Inspect daily for the kind of grade and material. 9. Inspect daily for the kind of grade and material. 10. Inspect daily for the kind of grade and material. 11. Inspect daily for the kind of grade and material. 12. Inspect daily for the kind of grade and material. 13. Inspect daily for the kind of grade and material. 14. Inspect daily for the kind of grade and material. 15. Inspect daily for the kind of grade and material. 16. 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- A. Description. A temporary sediment barrier consisting of a row of entangled and anchored straw bales.
- B. Purpose. To intercept and detain small amounts of sediment from disturbed areas of limited extent. To decrease the velocity of sheet flows and low-to-moderate level channel flows.

[illegible]

1



1777 North Meadowlark Drive, Apple Valley, Utah 84737
Phone: 435-877-1190 Fax: 435-877-1192
www.applevalleyut.gov

Date: March 23, 2026

NOTICE OF PUBLIC HEARING

Parcel ID: AV-1365-J

Address: Its approximate location is: Near the intersection of 2050 E and Ranch Rd, Apple Valley, UT 84737

Re: Proposed Simple Lot Split Subdivision Application

Dear Property Owner,

In accordance with Utah Code and applicable Apple Valley ordinances, notice is hereby given that an application has been submitted to the Town of Apple Valley for a proposed simple lot split subdivision, creating two new parcels.

PUBLIC HEARING DETAILS

The Apple Valley Planning Commission will hold a **public hearing** to receive comments and consider the proposed simple lot split subdivision application on:

Date: Wednesday, April 8, 2026

Time: 6:00 PM

Location: Apple Valley Town Hall
1777 N Meadowlark Dr, Apple Valley, UT 84737

Purpose of Hearing:

To review and receive public input.

How to Participate:

You are invited to attend the hearing in person or submit written comments in advance. Written comments may be emailed to: **clerk@applevalleyut.gov** or mailed to the address above and must be received prior to the hearing.

If you wish to object to the proposed amendment, you must submit your written objection within **10 days** of the date of this notice. Objections may also be made during the hearing.

For questions or to review the petition and associated materials, please contact the Town Clerk's Office at (435) 877-1190 or by email.

Sincerely,

Jenna Vizcardo

Town Recorder

Town of Apple Valley

Town of Apple Valley

1777 N. Meadowlark Dr.
Apple Valley UT 84737

STATEMENT

DATE	NUMBER
03/18/2026	114968

Account No: 853

Contact: Back Country Holdings

Terms: Net 30

Bill To: Back Country Holdings
66 Nordhoff St
San Francisco CA 94131

DESCRIPTION	QTY	AMOUNT
Lot Split Application (AV-1365-J - 2 new parcels @\$800 each)	0	1,600.00
		Amount Due: \$1,600.00

Apple Valley Simple Lot Subdivision Application

Fee: _____

Applicant Full Name: Ciel Holdings LLC

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Authorized Agent (if applicable): Philip Plumb/Civil Science

Property Address: Daybreak Mesa Drive & Main Street City: Apple Valley State: UT Zip: 84737

Tax ID Number: AV-1328-A

Current Zoning Designation: A-X

Require Conditions

As per Apple Valley Subdivisions § 11.02.050(D), for a proposed subdivision to qualify for simple lot subdivision approval, the proposed simple lot subdivision shall:

- ☒ Be for a single-family dwelling or dwellings and any associated accessory dwelling.
- ☒ Be located on property zoned for such use.
- ☒ Contain no more than ten (10) lots.
- ☐ Not contain any legislative approval, such as a zone change or text amendment request. Any legislative approval necessary for the simple lot subdivision to meet all requirements shall be pursued separately and shall be completed before the Planning Commission may review the simple lot subdivision application.
- ☐ Not be traversed by the mapped lines of a proposed street as shown in the general plan unless the Town has approved the location and dedication of any public street, municipal utility easement, any other easement, or any other land for public purposes as the municipality's ordinances require.
- ☒ Conform to all applicable land use ordinances. A property that has previously obtained a variance shall be deemed to conform as it relates to the conflict that had necessitated the variance.

Submittal Requirements

An applicant shall submit an application to the Town for a Simple Lot Subdivision that includes, at a minimum, each of the following (*Apple Valley Subdivisions § 11.02.050(E)*):

- ☒ A current title report showing ownership by the applicant.
- ☒ Name of the applicant or authorized agent and contact information.
- ☒ Property address, acreage, boundary, and tax identification number.
- ☒ Date, scale, and North arrow.
- ☒ Vicinity map showing the property's location relative to municipal boundaries and roads that serve the property.
- ☒ A statement containing the zone, lot size, and amount of frontage along a public street for each proposed lot.
- ☒ A metes and bound description of the property proposed to be subdivided.
- ☒ A subdivision name.
- ☒ A record of survey map, showing each new lot, which includes the following details:
 - ☒ The location of survey by quarter section and township range.
 - ☒ The date of survey.
 - ☒ The scale of the drawing and North point.
 - ☒ The distance course of all lines traced or established, giving the basis of bearing and the distance and course to two or more section corners or quarter corners, including township and range, or to identified monuments within a recorded subdivision.
 - ☒ All measured bearings, angles, and distances separately indicated from those of record.
 - ☒ A written boundary description of property surveyed.
 - ☒ All monuments set and their relation to older monuments found.
 - ☒ A detailed description of monuments found and monuments set, indicated separately.
 - ☒ The surveyor's seal or stamp.
 - ☒ The surveyor's business name and address.
 - ☐ A written narrative that explains and identifies:
 - ☐ The purpose of the survey.
 - ☐ The basis on which the lines were established.
 - ☐ The found monuments and deed elements that controlled the established or reestablished lines.
 - ☐ If the narrative is a separate document, it shall contain:

- ☐ The location of the survey by quarter section and by township and range.
- ☐ The date of the survey.
- ☐ The surveyor's stamp or seal.
- ☐ The surveyor's business name and address.
- ☐ The map and narrative shall be referenced to each other if they are separate documents.
- ☐ The map and narrative shall be created on material of a permanent nature on stable base reproducible material in the sizes required by the county surveyor.

Site Specific Contents

The following documents shall accompany the simple lot subdivision application when deemed necessary by the Town Engineer (*Apple Valley Subdivisions § 11.02.050 (F)*):

- ☒ Soils Report: The applicant shall provide a detailed soils report addressing the following issues for the subdivision: hill stabilization, road design, foundation design, groundwater impacts, and general soil stability. The report must be stamped and signed by a Civil Engineer licensed in the state of Utah.
- ☒ Storm Water Plan: The applicant shall provide a detailed storm water plan for the subdivision. This plan shall include all calculations showing that it meets all applicable codes, standards, and specifications. Plans and calculations shall be stamped and signed by a civil engineer licensed in the state of Utah.
- ☒ Other Hazard Information: This may include FEMA floodplain information or other information to mitigate natural hazards.

(For Office Use Only)

Date Received: _____ Date Paid: _____

Preliminary Review

The applicant shall submit the application and all required contents. The Town will check for completeness. If not all materials have been submitted, the application should be returned to the applicant until all required contents are included (*Apple Valley Subdivisions § 11.02.050(G)(2)*).

Date of Completion Determination: _____

Administrative Review

Once the application is deemed to be complete, the Town shall complete a review of the simple subdivision application and Subdivision Improvement Plans and determine whether the application meets all requirements. If the application is found to meet all codes, standards, and specifications, Town staff shall forward the application on to the Planning Commission (*Apple Valley Subdivisions § 11.02.050(G)(3)*).

Date of Administrative Review Completion: _____

Administrative Recommendation to Planning Commission:

Planning Commission Review

The Planning Commission shall hold a public hearing on the application and approve or deny the simple lot subdivision application (*Apple Valley Subdivisions § 11.02.050(G)(4)*).

Date of Public Hearing: _____

Date of Planning Commission Decision: _____

- ☐ Approved
- ☐ Denied

Filing Date of the Record of Survey: _____

Zion Summit Estates Simple Lot Subdivision Application Narrative

Applicant:

Ciel Holdings LLC
201 S Main Street, Suite 2000
Salt Lake City, UT 84111
Phone: 801-598-2794
Email: psplumb@gmail.com

Project Overview

Ciel Holdings LLC is requesting approval from the Town of Apple Valley for a Simple Lot Subdivision of parcel AV-1328-A. The subject property consists of approximately 61.78 acres and is located in Section 29, Township 42 South, Range 11 West, Salt Lake Base and Meridian.

The proposed subdivision, to be known as **Zion Summit Estates**, will divide the parcel into eight (8) residential estate lots, each meeting or exceeding the minimum five (5) acre lot size requirement. Each lot will have frontage on a public roadway.

Existing Conditions

The property is currently undeveloped and characterized by rural conditions typical of the surrounding area. Existing drainage patterns generally follow historic overland flow routes across the site.

Adjacent properties consist primarily of large-lot residential and undeveloped land consistent with the rural character of Apple Valley.

Proposed Development

The subdivision is designed to create eight (8) large residential estate lots with direct public street frontage. The layout complies with applicable zoning and subdivision requirements for minimum lot size and access.

No internal private streets are proposed.

Access and Roadway Improvements

Access to each lot will be provided via a proposed 50' public roadway. The roadway will be improved to meet Town standards, including:

- Chipseal (or equivalent) driving surface
- Roadside drainage ditches on both sides
- Culvert crossings at drainage crossing points

These improvements are intended to maintain safe access while preserving existing drainage patterns.

Utilities

- **Water:** A water system will be installed to serve each lot in accordance with Town requirements.
- **Wastewater:** Each lot will be served by an individual septic system. Septic system design, permitting, and installation will be completed at the time of building permit issuance and will comply with applicable health department regulations.

Drainage

Drainage will be managed by maintaining historic flow patterns through the use of roadside ditches and culverts at driveway crossings. The design minimizes disturbance to existing conditions and ensures that runoff is conveyed in a manner consistent with pre-development conditions.

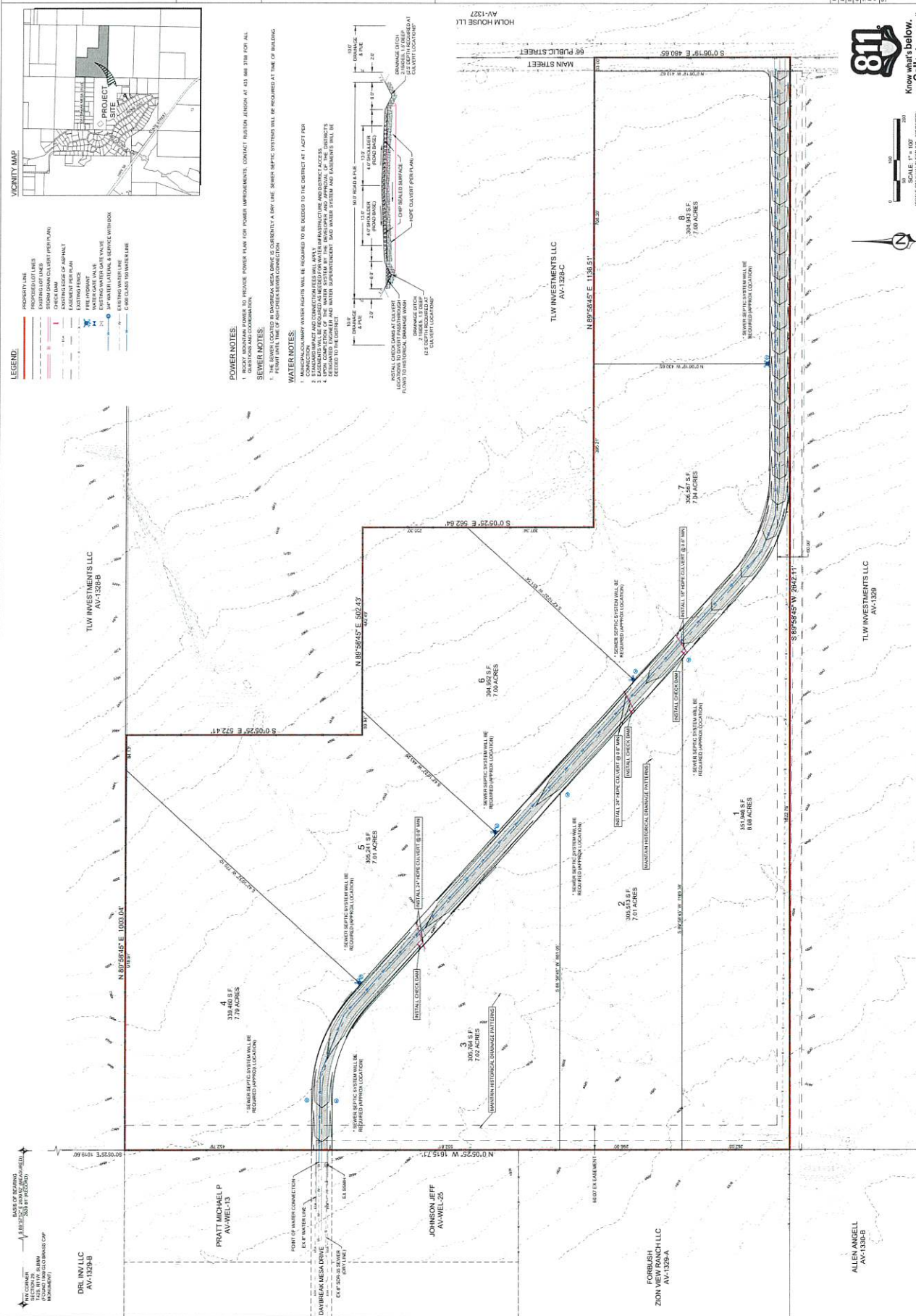
Compliance

The proposed subdivision is consistent with the Town of Apple Valley's land use regulations for simple lot subdivisions, including minimum lot size, access, and infrastructure requirements.

Conclusion

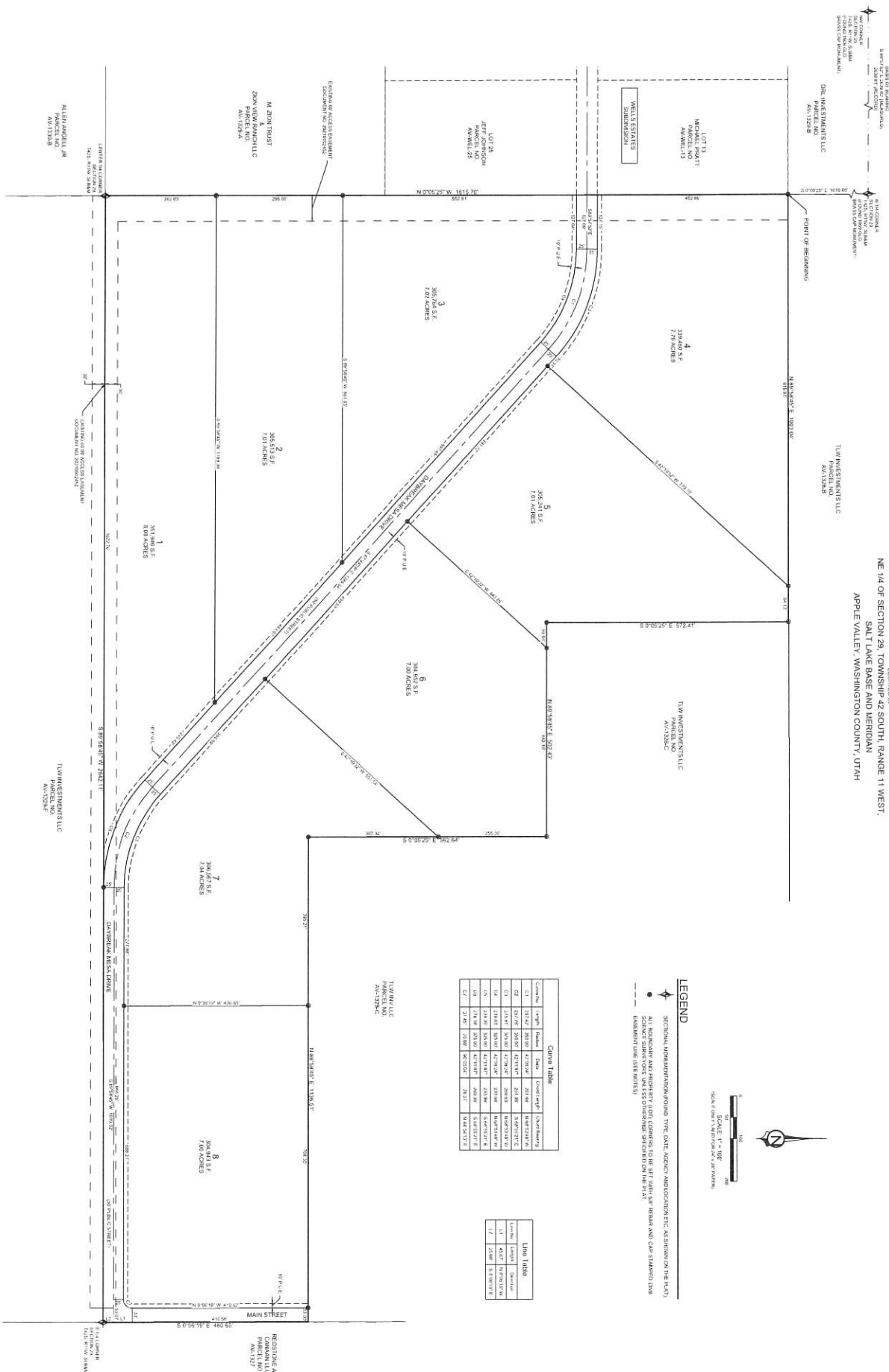
Zion Summit Estates is designed to provide large-lot residential development consistent with the rural character of the area while meeting applicable Town standards. The proposed subdivision maintains existing drainage patterns, provides adequate access, and ensures appropriate utility service for each lot.

Ciel Holdings LLC respectfully requests approval of this Simple Lot Subdivision application.



ZION SUMMIT ESTATES

NE 1/4 OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 11 WEST,
SALT LAKE BASE AND MERIDIAN
APPLE VALLEY, WASHINGTON COUNTY, UTAH



Curve No.	Length	Radius	Dist. to c.p.	Chord bearing
C1	239.62	300.00	42.59±2°	181.04
C2	276.81	300.00	42.73±3°	215.10
C3	276.81	300.00	42.73±3°	280.83
C4	276.03	325.00	42.79±2°	223.06
C5	295.00	325.00	42.73±3°	263.08
C6	276.00	295.00	42.73±3°	203.00
C7	21.85	20.00	95.55±2°	78.37

Limo Table		
Color	Length	Depth
L1	45.07	14.07
L2	25.00	10.00

ZION SUMMIT ESTATES

LOCATED IN
NE 1/4 OF SECTION 29, TOWNSHIP 42 SOUTH,
RANGE 11 WEST, SALT LAKE BASE & MERIDIAN



1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

PRELIMINARY

DRAINAGE REPORT

Zion Summit Estates

A Residential Subdivision
Located in Apple Valley, Utah

Prepared for:

Ciel Holdings LLC

201 S Main Street Ste 2000
Salt Lake, UT 84111
psplumb@gmail.com

Prepared by:

Civil Science Infrastructure, Inc.

Robert Burkhill, P.E.
Utah PE # 11395943-2202
1453 S. Dixie Drive, Suite 150
St. George, UT 84770
(435) 986-0100

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Figure 4-2: SSA subbasin layout.....	2

Appendices

Overall Site Layout and Culvert locations
Hydraulic Calculations

1. INTRODUCTION

This drainage study has been prepared to analyze the existing drainage patterns on parcel AV-1328-A to propose a drainage system to support development while meeting all town standards and requirements. Wherever possible historical drainage washes and flows are to be maintained to avoid increasing strain on downstream facilities. To achieve this a series of culverts are proposed from 18" to 24" that will allow passthrough flows to cross the proposed roadway. A checkdam should be installed at the downstream invert of each culvert to allow flows to follow historical drainage patterns.

2. EXISTING CONDITIONS

- **Description of property, area, existing site conditions, including all existing drainage facilities such as ditches, canals, washes, structures, etc.**

Currently onsite and offsite drainage is allowed to pass through the site in a series of drainage channels and washes.

3. PROPOSED CONDITIONS

- **Description of master planned drainage and how improvements conform.**

No new master planned facilities are expected to be installed with the proposed improvements.

- **Description of other drainage studies that affect the site.**

Civil Science is not aware of any previous drainage studies that affect this site.

- **Description of proposed improvements.**

Zion Summit Estates will be a 8-lot subdivision which will have a public road that will connect the existing Daybreak Mesa Drive to Main Street. This proposed road will be chip sealed with roadside ditches on both sides of the roadway. See overall site layout in the appendix for the site layout and the proposed section.

4. MODELING & ANALYSIS

- **Hydrological Criteria.**

The 25-year 6-hour storm event was used to analyze the site hydrology. The 100-year, 24-hour rainfall depth used was 2.02 inches based on NOAA Atlas 14 precipitation frequency estimates and uses the SCS Type II rainfall distribution for the meteorological model.

The NRCS Urban Hydrology for Small Watersheds TR-55 and SCS Curve Number method were used to model all runoff. Autodesk Storm and Sanitary Analysis 2021 was used as the computer modeling software for this study. A minimum time of concentration of 10 minutes was used for modeling and calculations. A curve number of 75 was used for the TR-55 calculation. To determine offsite runoff USGS contours were collected and using SAGA Next Gen toolkit in QGIS subbasin areas were determined.

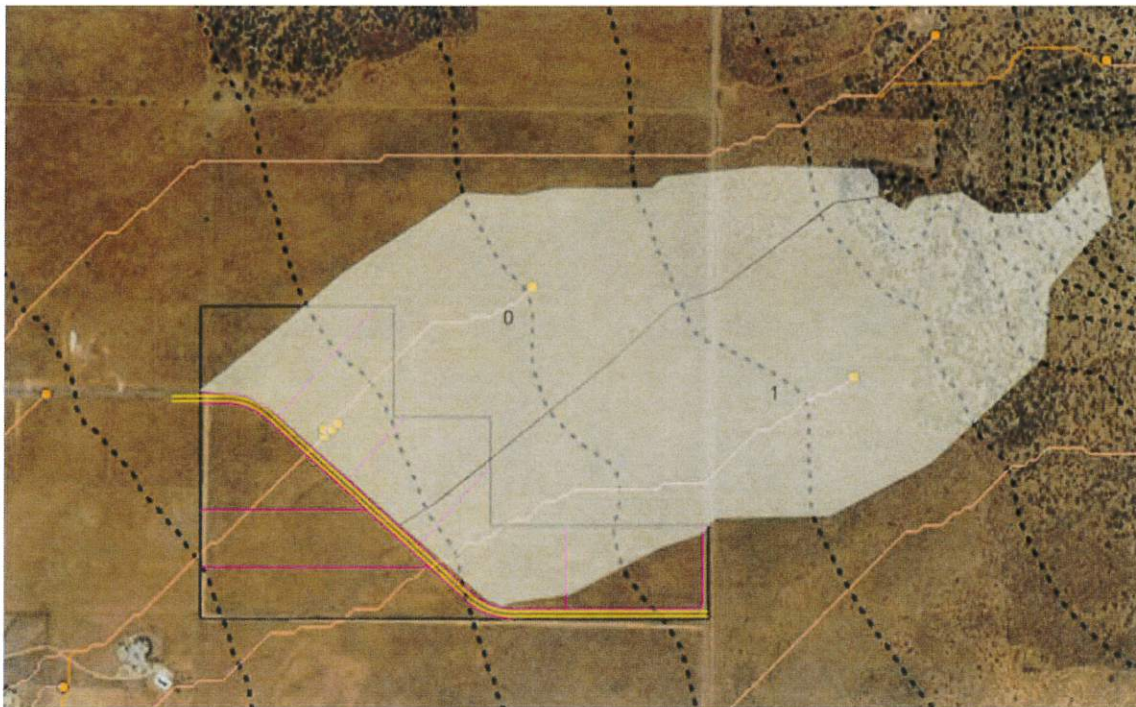


Figure 4-1: Subbasin determination from Channel and Catchment analysis in QGIS (contours shown at 10' intervals)

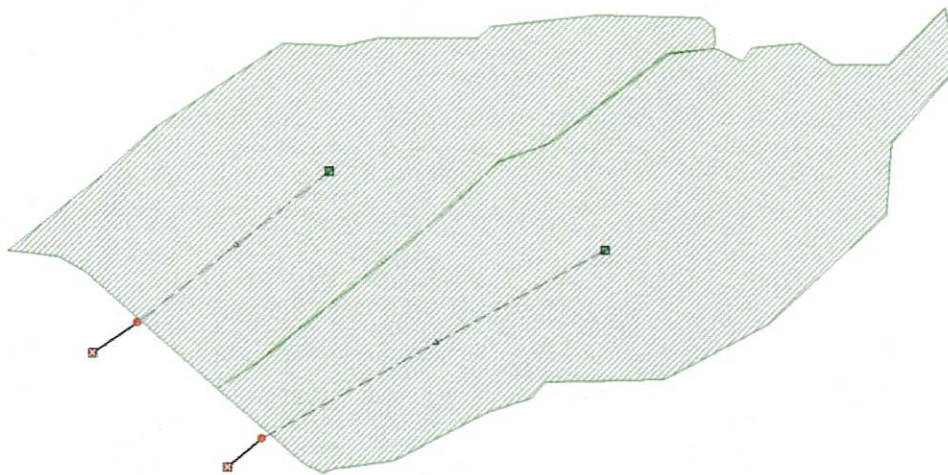


Figure 4-2: SSA subbasin layout

5. CONCLUSIONS

- **Stating compliance with drainage requirements and opinion of effectiveness of proposed drainage facilities and accuracy of calculations.**

Culvert crossings of up to 24" are required at Zion Summit Estates to effectively mitigate against road washout and flooding. This study assumes that each lot at the time of buildout will maintain historical drainage patterns, if at the time of building permit a lot is determined to alter flow patterns this lot will be responsible to submit a drainage report detailing all flood mitigation improvements such as but not limited to; detention basins, storm drain, and improved ditches.

It is critical to the performance of the storm drain system that inlets be kept clear of debris that could restrict the functionality of the storm drain design. Without the regular maintenance described above, the effectiveness of the overall storm drain infrastructure will decrease over time and will eventually fail.

6. APPENDICES

- **Appendices showing all applicable reference information**

Overall Site Layout and Culvert Locations
Hydraulic Calculations

7. REFERENCES

1. NRCS Soil Survey <https://websoilsurvey.nrcs.usda.gov/app/>
2. FEMA Flood Service map <https://msc.fema.gov/portal/home>
3. Google Earth



Autodesk® Storm and Sanitary Analysis 2016 - Version 13.3.206 (Build 0)

Project Description

File Name

Analysis Options

Flow Units cfs
 Subbasin Hydrograph Method: SC3 TR-20
 Time of Concentration..... SC3 TR-55
 Link Routing Method Hydrodynamic
 Storage Node Exfiltration.. Horton, wetted area
 Starting Date MAR-20-2026 00:00:00
 Ending Date MAR-21-2026 00:00:00
 Report Time Step 00:05:00

Element Count

Number of rain gages 1
 Number of subbasins 2
 Number of nodes 4
 Number of links 2

Rainage Summary

Gage ID	Data Source	Data Type	Recording Interval	min
Rain Gage-01	TS-25 YEAR 6-HOUR	CUMULATIVE	6.00	

Subbasin Summary

Subbasin ID	Total Area acres	Peak Rate Factor
Sub-01	65.00	484.00
Sub-02	87.00	484.00

Node Summary

Node ID	Element Type	Invert Elevation ft	Maximum Elev. ft	Ponded Area ft ²	External Inflow
Jun-01	JUNCTION	0.60	6.00	100000.00	
Jun-02	JUNCTION	0.60	6.00	1000000.00	
Out-01	OUTFALL	0.00	2.00	0.00	
Out-02	OUTFALL	0.00	2.00	0.00	

Link Summary

Link ID	From Node	To Node	Element Type	Length ft	Slope %	Manning's Roughness
Link-01	Jun-01	Out-01	CONDUIT	100.0	0.6000	0.0150
Link-02	Jun-02	Out-02	CONDUIT	100.0	0.6000	0.0150

Cross Section Summary

Link ID	Shape	Depth/Diameter ft	Width ft	No. of Barrels	Cross Sectional Area ft ²	Full Flow Hydraulic Radius ft	Design Flow Capacity cfs
Link-01	CIRCULAR	2.00	2.00	1	3.14	0.50	15.19
Link-02	CIRCULAR	2.00	2.00	1	3.14	0.50	15.19

Runoff Quantity Continuity

	Volume acre-ft	Depth inches
Total Precipitation	25.608	2.022
Surface Runoff	0.495	0.039
Continuity Error (%)	-0.000	

Flow Routing Continuity

	Volume acre-ft	Volume Mgal
External Inflow	0.000	0.000
External Outflow	4.950	1.613
Initial Stored Volume	0.000	0.000
Final Stored Volume	0.000	0.000
Continuity Error (%)	-0.000	

Composite Curve Number Computations Report

Subbasin Sub-01

Soil/Surface Description	Area (acres)	Soil Group	CN
-	65.00	-	75.00
Composite Area & Weighted CN	65.00		75.00

Subbasin Sub-02

Soil/Surface Description	Area (acres)	Soil Group	CN
-	87.00	-	75.00
Composite Area & Weighted CN	87.00		75.00

SCS TR-55 Time of Concentration Computations Report

Sheet Flow Equation

$$T_c = (0.007 * ((n * L_f)^{0.8})) / ((P^{0.5}) * (S_f^{0.4}))$$

Where:

T_c = Time of Concentration (hrs)
n = Manning's Roughness
L_f = Flow Length (ft)
P = 2 yr, 24 hr Rainfall (inches)
S_f = Slope (ft/ft)

Shallow Concentrated Flow Equation

V = 16.1345 * (S_f^{0.5}) (unpaved surface)
V = 20.3282 * (S_f^{0.5}) (paved surface)
V = 15.0 * (S_f^{0.5}) (grassed waterway surface)
V = 10.0 * (S_f^{0.5}) (nearly bare & untilled surface)
V = 9.0 * (S_f^{0.5}) (cultivated straight rows surface)
V = 7.0 * (S_f^{0.5}) (short grass pasture surface)
V = 5.0 * (S_f^{0.5}) (woodland surface)
V = 2.5 * (S_f^{0.5}) (forest w/heavy litter surface)
T_c = (L_f / V) / (3600 sec/hr)

Where:

T_c = Time of Concentration (hrs)
L_f = Flow Length (ft)
V = Velocity (ft/sec)
S_f = Slope (ft/ft)

Channel Flow Equation

$$V = (1.49 * (R^{2/3}) * (S_f^{0.5})) / n$$

$$T_c = (L_f / V) / (3600 \text{ sec/hr})$$

Where:

T_c = Time of Concentration (hrs)
L_f = Flow Length (ft)
R = Hydraulic Radius (ft)
A_q = Flow Area (ft²)
W_p = Wetted Perimeter (ft)
V = Velocity (ft/sec)
S_f = Slope (ft/ft)
n = Manning's Roughness

Subbasin Sub-01

Sheet Flow Computations

	Subarea A	Subarea B	Subarea C
Manning's Roughness:	0.10	0.00	0.00
Flow Length (ft):	100.00	0.00	0.00
Slope (%):	2.00	0.00	0.00
2 yr, 24 hr Rainfall (in):	1.17	1.17	1.17
Velocity (ft/sec):	0.14	0.00	0.00
Computed Flow Time (minutes):	11.72	0.00	0.00

Channel Flow Computations

	Subarea A	Subarea B	Subarea C
Manning's Roughness:	0.02	0.00	0.00
Flow Length (ft):	2437.38	0.00	0.00
Channel Slope (%):	2.00	0.00	0.00
Cross Section Area (ft ²):	1.00	0.00	0.00
Wetted Perimeter (ft):	1.00	0.00	0.00
Velocity (ft/sec):	10.54	0.00	0.00
Computed Flow Time (minutes):	3.86	0.00	0.00

Total TOC (minutes): 15.57

Subbasin Sub-02

Sheet Flow Computations

	Subarea A	Subarea B	Subarea C
Manning's Roughness:	0.10	0.00	0.00
Flow Length (ft):	100.00	0.00	0.00
Slope (%):	2.00	0.00	0.00
2 yr, 24 hr Rainfall (in):	1.17	1.17	1.17
Velocity (ft/sec):	0.14	0.00	0.00
Computed Flow Time (minutes):	11.72	0.00	0.00

Channel Flow Computations

	Subarea A	Subarea B	Subarea C
Manning's Roughness:	0.02	0.00	0.00
Flow Length (ft):	2506.35	0.00	0.00
Channel Slope (%):	2.00	0.00	0.00
Cross Section Area (ft ²):	1.00	0.00	0.00
Wetted Perimeter (ft):	1.00	0.00	0.00
Velocity (ft/sec):	10.54	0.00	0.00

Computed Flow Time (minutes): 3.96 0.00 0.00
 Total TOC (minutes): 15.68

 Subbasin Runoff Summary

Subbasin ID	Total Precip in	Total Runoff in	Peak Runoff cfs	Weighted Curve Number	Time of Concentration days hh:mm:ss
Sub-01	2.02	0.39	15.01	75.000	0 00:15:34
Sub-02	2.02	0.39	20.05	75.000	0 00:15:40

 Node Depth Summary

Node ID	Average Depth Attained ft	Maximum Depth Attained ft	Maximum HGL Attained ft	Time of Max Occurrence days hh:mm	Total Flooded Volume acre-in	Total Time Flooded minutes	Retention Time hh:mm:ss
Jun-01	0.47	2.03	2.63	0 02:40	0	0	0:00:00
Jun-02	0.60	3.07	3.67	0 02:39	0	0	0:00:00
Out-01	0.41	1.61	1.61	0 02:40	0	0	0:00:00
Out-02	0.50	2.00	2.00	0 02:33	0	0	0:00:00

 Node Flow Summary

Node ID	Element Type	Maximum Lateral Inflow cfs	Peak Inflow cfs	Time of Peak Inflow Occurrence days hh:mm	Maximum Flooding Overflow cfs	Time of Peak Flooding Occurrence days hh:mm
Jun-01	JUNCTION	14.95	14.95	0 02:40	0.00	
Jun-02	JUNCTION	19.94	19.94	0 02:40	0.00	
Out-01	OUTFALL	0.00	14.94	0 02:40	0.00	
Out-02	OUTFALL	0.00	19.95	0 02:40	0.00	

 Outfall Loading Summary

Outfall Node ID	Flow Frequency (%)	Average Flow cfs	Peak Inflow cfs
Out-01	46.58	6.39	14.94
Out-02	46.60	8.54	19.95
System	46.58	14.93	34.89

 Link Flow Summary

Link ID	Element Type	Time of Peak Flow Occurrence days hh:mm	Maximum Velocity Attained ft/sec	Length Factor	Peak Flow during Analysis cfs	Design Flow Capacity cfs	Ratio of Maximum /Design Flow	Ratio of Maximum Flow Depth	Total Time Surcharged minutes	Reported Condition
Link-01	CONDUIT	0 02:40	5.01	1.00	14.94	15.19	0.98	0.90	0	Calculated
Link-02	CONDUIT	0 02:40	6.35	1.00	19.95	15.19	1.31	1.00	19	SURCHARGED

 Highest Flow Instability Indexes

 All links are stable.

Analysis began on: Fri Mar 20 09:27:16 2026
 Analysis ended on: Fri Mar 20 09:27:18 2026
 Total elapsed time: 00:00:02



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

Premium: \$3,438.00

Amount of Insurance: \$1,200,000.00

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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SCHEDULE B

Policy 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 to 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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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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ALTA OWNER'S POLICY OF TITLE INSURANCE

Item 8.

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

ORT Form 4765

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

07/01/2021

Page 1 of 9

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:
- created, suffered, assumed, or agreed to by the Insured Claimant;
 - 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;
 - resulting in no loss or damage to the Insured Claimant;
 - 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
 - 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:
- fraudulent conveyance or fraudulent transfer;
 - voidable transfer under the Uniform Voidable Transactions Act; or
 - preferential transfer:
 - 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
 - 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:

- "Affiliate": An Entity:
 - that is wholly owned by the Insured;
 - that wholly owns the Insured; or
 - if that Entity and the Insured are both wholly owned by the same person or entity.
- "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.
- "Date of Policy": The Date of Policy stated in Schedule 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.
- "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - asserts a right to enforce a PACA-PSA Trust.
- "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

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

- a. *Choice of Law* The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

- b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

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: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607.

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, 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.

19. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

- 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.



1777 North Meadowlark Drive, Apple Valley, Utah 84737
 Phone: 435-877-1190 Fax: 435-877-1192
www.applevalleyut.gov

Date: March 23, 2026

NOTICE OF PUBLIC HEARING

Parcel ID: AV-1328-A

Address: Its approximate location is: Near the intersection of Daybreak Mesa Drive and Main Street, Apple Valley, UT 84737

Re: Proposed Simple Lot Split Subdivision Application

Dear Property Owner,

In accordance with Utah Code and applicable Apple Valley ordinances, notice is hereby given that an application has been submitted to the Town of Apple Valley for a proposed simple lot split subdivision, creating seven new parcels.

PUBLIC HEARING DETAILS

The Apple Valley Planning Commission will hold a **public hearing** to receive comments and consider the proposed simple lot split subdivision application on:

Date: Wednesday, April 8, 2026

Time: 6:00 PM

Location: Apple Valley Town Hall
 1777 N Meadowlark Dr, Apple Valley, UT 84737

Purpose of Hearing:

To review and receive public input.

How to Participate:

You are invited to attend the hearing in person or submit written comments in advance. Written comments may be emailed to: clerk@applevalleyut.gov or mailed to the address above and must be received prior to the hearing.

If you wish to object to the proposed amendment, you must submit your written objection within **10 days** of the date of this notice. Objections may also be made during the hearing.

For questions or to review the petition and associated materials, please contact the Town Clerk's Office at (435) 877-1190 or by email.

Sincerely,
Jenna Vizcardo
 Town Recorder
 Town of Apple Valley

Town of Apple Valley

1777 N. Meadowlark Dr.
Apple Valley UT 84737

STATEMENT

DATE	NUMBER
03/23/2026	114987

Account No: 2091**Contact:** CIEL HOLDINGS LLC (W**Terms:** Net 30

Bill To: CIEL HOLDINGS LLC (WALTER PLUMB)
201 S MAIN ST STE 2000
SALT LAKE CITY UT 84111

DESCRIPTION	QTY	AMOUNT
Lot Split Application (AV-1328-A - 7 new parcels @ \$800 each)	0	5,600.00
		Amount Due: \$5,600.00



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

Item 9.
Fee: \$750.00

Preliminary Site Plan Application

Applications Must Be Submitted By The First Wednesday Of The Month

Owner: De La Tierra Holdings LLC	Phone: [REDACTED]	
Address: [REDACTED]	Email: [REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]
Agent: (If Applicable) Dallin Jolley	Phone: [REDACTED]	
Address/Location of Property: Ref. attached parcel IDs		
Zoning Designation: multiple - ref. attached	Parcel ID: Ref. attached parcel IDs	
Proposed Use Commercial Hotel & Residences		

Submittal Requirements: The preliminary site plan review application shall provide the following:

- ☐ 1. A vicinity map showing the general location of the project.
- ☐ 2. Three (3) copies of a site plan showing:
 - ___ a. Topography showing 2' contours, identification of 30% or greater slopes.
 - ___ b. The layout of proposed uses.
 - ___ c. Location of open spaces when applicable.
 - ___ d. Proposed access to the property and traffic circulation patterns.
 - ___ e. Adjoining properties and uses.
 - ___ f. Proposed reservations for parks, playgrounds, school, and any other public facility sites, if any.
- ☐ 3. Preliminary utility plan, including water, sewer, and storm drainage plans, and access points to utilities.
- ☐ 4. Tables showing the number of acres in the proposed development and a land use summary.
- ☐ 5. A phased development plan if applicable.
- ☐ 6. Warranty Deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property.
- ☐ 7. Signed and notarized Acknowledgement of Water Supply (see attached).

Applicant Signature	[Signature]	Date
---------------------	-------------	------

Official Use Only	Amount Paid: \$ 750.00	Receipt No:
Date Received: 3/25/2026	Date Application Deemed Complete:	
By: [Signature]	By:	

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. A deadline missed due to an incomplete application, could result in a month's delay. Planning Commission meetings are held on the first Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for 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.

PURPOSE

The site plan review process is established to encourage adequate advanced planning and assure a good quality environment for the Town. Such procedure is intended to provide for orderly, harmonious, safe, and functionally efficient development consistent with priorities, values, and guidelines stated in the various elements of the Apple Valley General Plan, and the Land Use Ordinance, and to protect the general welfare of the community.

WHEN REQUIRED

The preliminary site plan review is only required on the following projects when the Planning Department Manager determines the scope of the project requires both the preliminary site plan and site plan approval; a) Any multiple-family residential use; b) Any public or civic use; c) Any commercial use; or (d) Any industrial use.

The preliminary site plan is also required with a submittal of zone changes to Planned Development Overlay, or changes to an approved Planned Development Overlay.

A preliminary site plan is not intended to permit actual development of property pursuant to such plan but is prepared merely to represent how the property could be developed. Submittal, review, and approval of an application for a preliminary site plan shall not create any vested rights to development.

Upon approval of a preliminary site plan, the applicant may prepare and submit the greater level of detail required for a site plan review application, which is required before construction may commence.

PROCESS

The preliminary site plan is submitted to the Planning and Building Department twenty-one (21) days prior to a regularly scheduled planning Commission meeting. During this time prior to the meeting, Staff will review the plan, and prepare a report and recommendation for the Planning Commission. The Planning Commission at the public meeting will review the application and Staff's report, and approve, approve with conditions, or deny the preliminary site plan.

APPEALS

Since there are no vested rights with the approval of a preliminary site plan, the matter is generally not appealed. However, if an appeal is made, it would be filed with the Town Clerk and heard by the Appeal Authority. The decision of the Appeal Authority is final unless appealed to a court of competent jurisdiction within thirty (30) days from the date of decision of the Appeal Authority.

Parcel ID# _____



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

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, Hidden Rock Development Group am/are the applicant(s) of the application known as
Janu Zion located on parcel(s)
Ref. attached parcel IDs 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):

Anish Bhatia

Name

Anish Bhatia
 Applicant/Owner

3/23/2026

Date

Dallin Jolley

Name

Dallin Jolley
 Applicant/Owner

3/23/2026

Date

Name

Applicant/Owner

3/23/2026

Date

State of _____)
 _____)§
 County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally
 appeared _____, 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. _____

(notary signature)

(seal)

**AFFIDAVIT
PROPERTY OWNER**

Item 9.

STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

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.

Property Owner

Property Owner

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

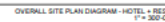
Property Owner

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

Notary Public

Residing in: _____

My Commission Expires: _____

[illegible]

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 21, SECTION 27
AND THE E 1/2 OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST
OF THE SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY, UTAH

DE LA TIERRA HOLDINGS, LLC
100 NORFOLK ST., APT. 6B
NEW YORK, NY 10002
AND
JOHN E. LOWE
2752 E 5900 N
LIBERTY, UT 84310

THE PROPOSED DEVELOPMENT INCLUDES TWO ALTERNATIVE WATER SYSTEM IMPROVEMENT PLANS. THE PRIMARY PLAN FEATURES A NEW 1-MILLION-GALLON REINFORCED CONCRETE WATER STORAGE TANK, AND 12-INCH DIAMETER TRANSMISSION WATERLINES EXTENDING FROM THE GEOGRAPHIC LOCUS AREA. AN ALTERNATIVE PLAN UNDER EVALUATION INCLUDES THE SAME 1-MILLION-GALLON TANK, 8-INCH TRANSMISSION WATERLINES, AND AN ADDITIONAL 200,000-GALLON TANK LOCATED ALONG US HIGHWAY ROAD.

BOTH ALTERNATIVES WILL BE DESIGNED IN COMPLIANCE WITH THE UTAH DIVISION OF DRINKING WATER DESIGN CRITERIA, WHICH ARE BASED ON THE U.S. ENVIRONMENTAL PROTECTION AGENCY'S (EPA) 1995-055, AND MUST MEET THE 60 PLANS WATER SPECIAL SERVICE DISTRICT'S OPERATIONAL AND PERFORMANCE STANDARDS, INCLUDING ALIGNMENT WITH ITS CULINARY WATER MASTER PLAN AND WATER CONSERVATION PLAN. ALL ENGINEERING PLANS WILL BE PREPARED AND CERTIFIED BY A PROFESSIONAL ENGINEER AND SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

[illegible]

I, JAMES V. HEWITT, A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING CERTIFICATE NO. 24021107-2201, CERTIFY THAT BY AUTHORITY OF THE PROPERTY OWNERS, THE PLAT SHOWN HEREON WAS MADE UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE PLAT CORRECTLY SHOWS THE DIMENSIONS OF THE

OCULTA ROCA PRELIMINARY PLAT



 JAMES V. HEWITT, PLS 24121107-2201

 FOR AND ON BEHALF OF SURVEYOR222

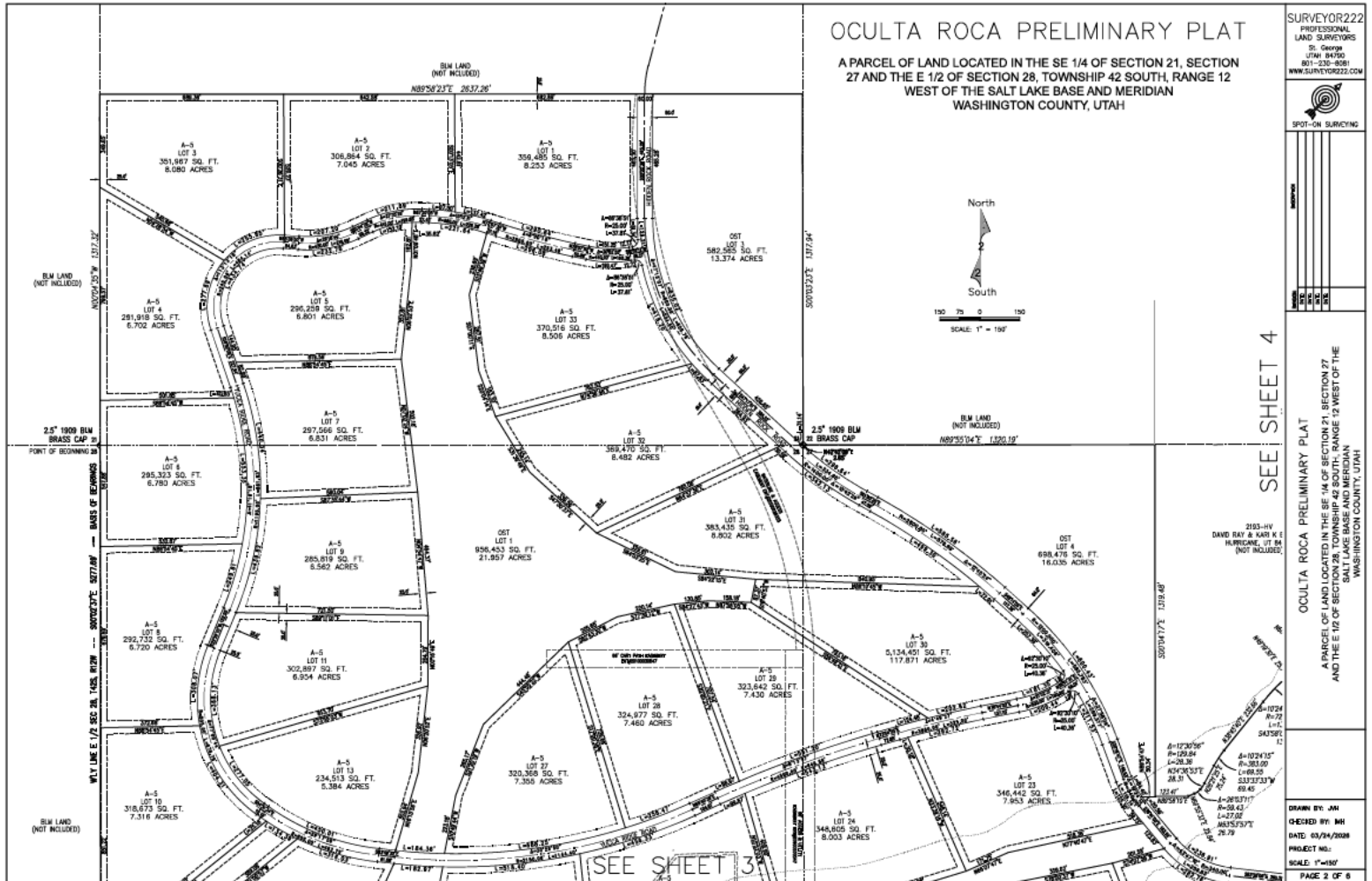
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SPOT-ON SURVEYING

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A PARCEL OF
AND THE E 1/2 O

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OCULTA ROCA PRELIMINARY PLAT

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 21, SECTION 27 AND THE E 1/2 OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY, UTAH

SEE SHEET 2

SEE SHEET 4

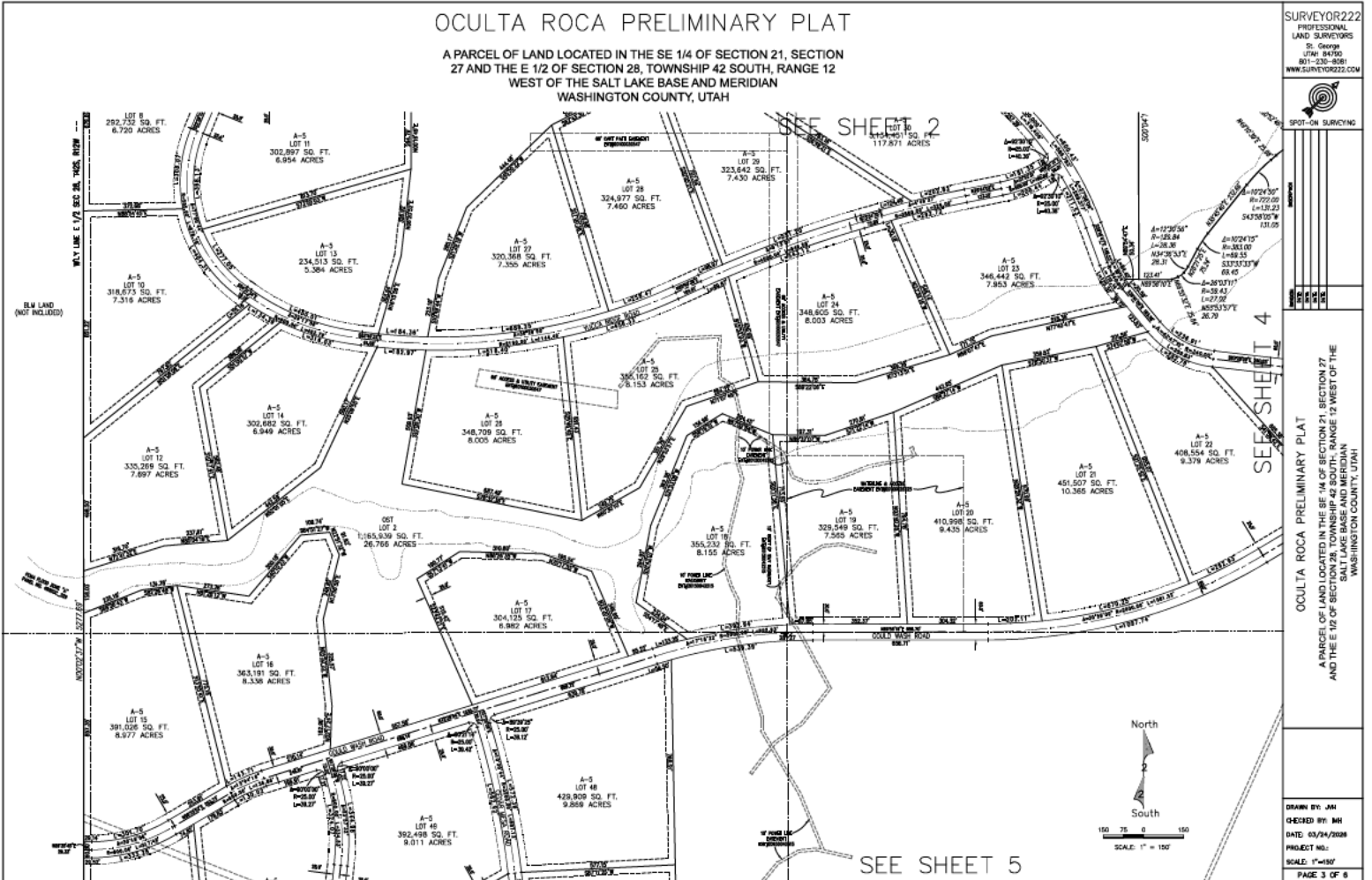
SEE SHEET 5

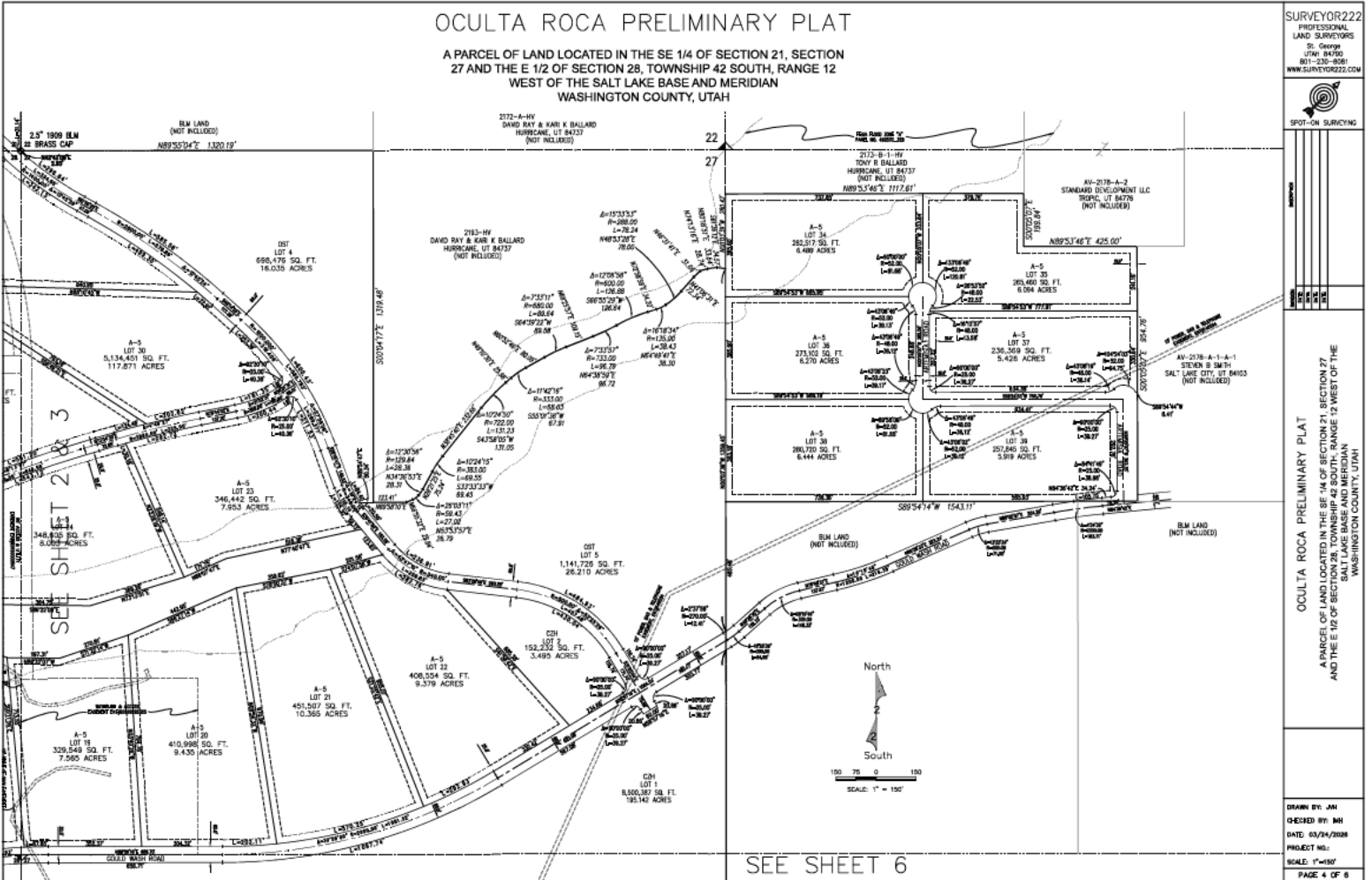
SURVEYOR222
PROFESSIONAL
LAND SURVEYORS
St. George
UTAH 84790
801-230-8080
WWW.SURVEYOR222.COM

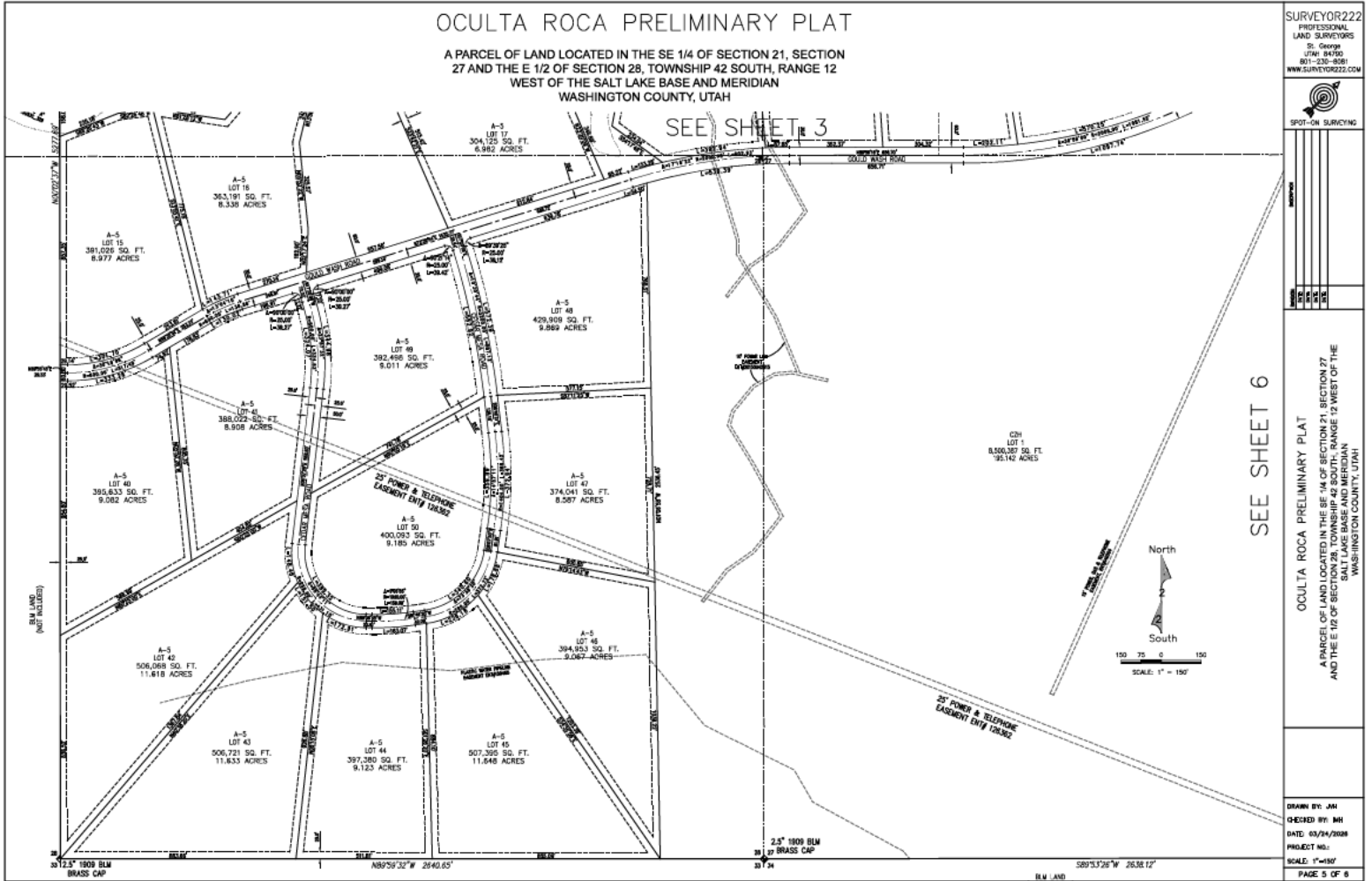


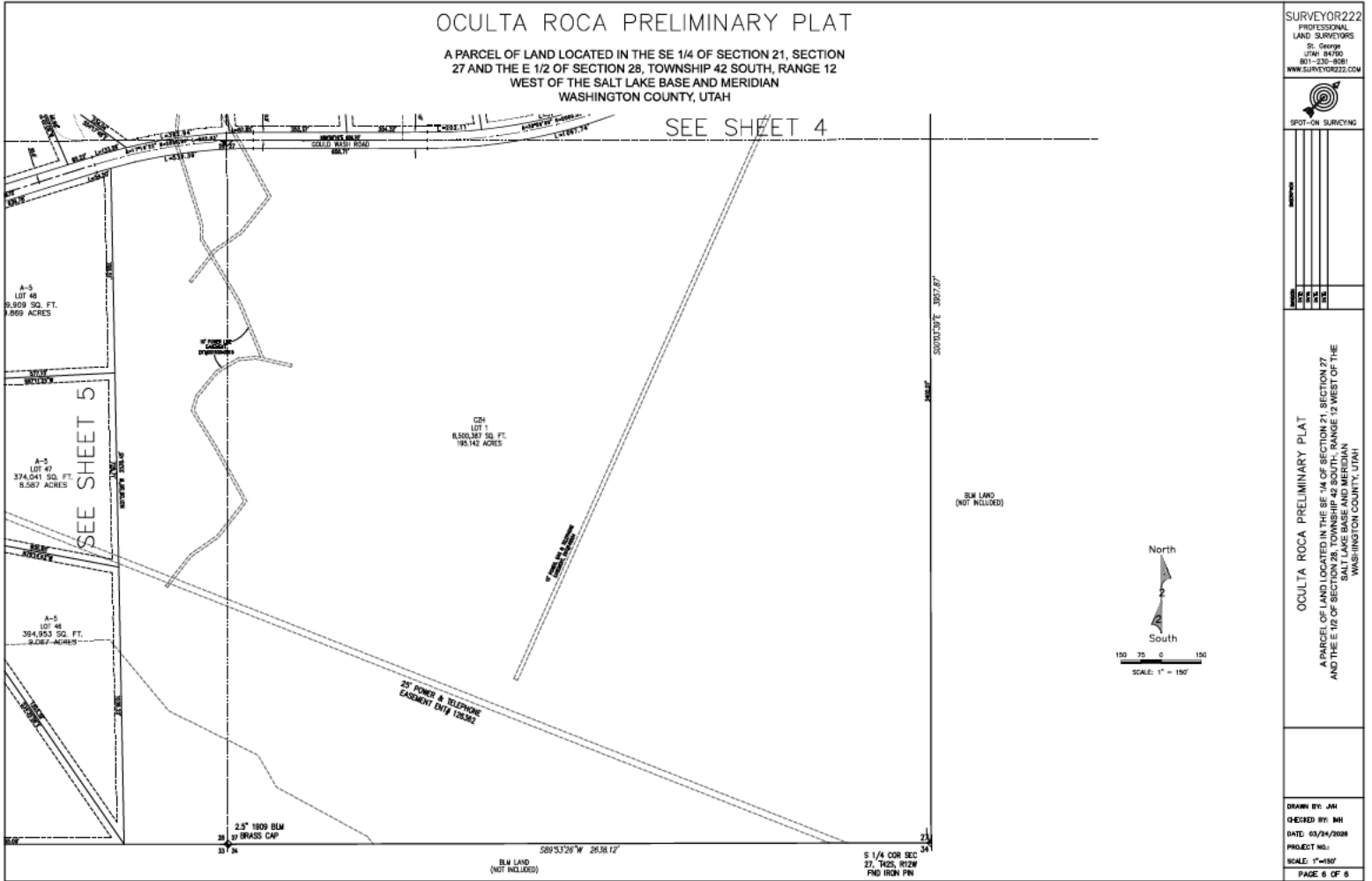
OCULTA ROCA PRELIMINARY PLAT
A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 21, SECTION 27
AND THE E 1/2 OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE
SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY, UTAH

DRAWN BY: JAH
CHECKED BY: MH
DATE: 03/24/2008
PROJECT NO.:
SCALE: 1"=100'
PAGE 3 OF 6









**APPLE VALLEY
ORDINANCE O-2026-12**

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; provided however that installation or activation of water service as permitted under Subsection “Water Service and Utility Connections” below shall not, by itself, constitute establishment of a permitted residential use:
 - 1. Single-family dwellings not less than 800 sq. ft. on the main floor, unless otherwise approved with a Conditional Use Permit (CUP);
 - 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 or fifty (50) points per half-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.
 - 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 ~~three~~ ~~one~~ (3-1) roosters 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.10.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. Accessory use and buildings before a building permit is issued.
 2. Raising of crops, gardens, and horticulture for commercial use before a building permit is issued.
 3. Single family dwelling less than 800 sq. ft. on the main floor.
 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	Shipping Container	On lot (see 10.28.2 40D)
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%

** 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.~~
- g. Animal enclosures may be located in rear, side, or front yards, provided they:
 - 1. Maintain a minimum setback of ten (10) feet from interior property lines; 2. Maintain a minimum setback of fifteen (15) feet from any street right-of-way; 3. Are securely enclosed to prevent animals from entering public streets; and 4. Comply with all applicable nuisance, sanitation, and animal care standards of this Title.
- h. 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.
- i. All lighting shall comply with AVL 10.26 Outdoor Lighting Ordinance.
- j. 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.
- k. 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.
- l. For additional restrictions and clarifications in this zone, see AVL 10.28 Supplementary and Qualifying Regulations for Land Use and Building.
- m. 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.
- n. On large lots 2.5 Acre and larger the minimum lot size may be smaller than required, by the amount needed for road dedications.
- o. Water Service and Utility Connections: Notwithstanding any other provision of this Section requiring issuance of a building permit prior to establishment of a permitted use, installation of water meters, water service laterals, and related underground water infrastructure located outside of structures shall not require

issuance of a building permit, provided such installation complies with Title 7 (Water Department regulations), Town engineering standards, and required inspections. Activation of water service in accordance with Section 1.02.010 of the Apple Valley Municipal Code shall not constitute establishment of a dwelling, approval of occupancy, or authorization for human habitation. No culinary or residential occupancy use of water shall occur until issuance of a valid building permit and final inspection approval as required by Title 10 and applicable construction codes.

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 effect from April 15, 2026 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Mike Farrar	_____	_____	_____	_____
Council Member Kevin Sair	_____	_____	_____	_____
Council Member Annie Spendlove	_____	_____	_____	_____
Council Member Scott Taylor	_____	_____	_____	_____
Council Member Richard Palmer	_____	_____	_____	_____

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley



Special Planning Commission Hearing and Meeting

1777 N Meadowlark Dr, Apple Valley
Tuesday, February 24, 2026 at 6:00 PM

MINUTES

CALL TO ORDER - The Special Planning Commission Hearing and Meeting was called to order at 6:00 PM by the Chairman.

PLEDGE OF ALLEGIANCE - Those present recited the Pledge of Allegiance.

ROLL CALL

PRESENT

Chairman Bradley Farrar
Commissioner Lee Fralish
Commissioner Garth Hood
Commissioner Stewart Riding
Commissioner Dan Harsh

CONFLICT OF INTEREST DISCLOSURES

Commission members were asked to disclose any conflicts of interest regarding agenda items.

No conflicts of interest were disclosed.

HEARING ON THE FOLLOWING

1. Consideration and possible adoption of a resolution declaring uncured defaults under the Crimson Peaks Master Development Agreement and terminating the agreement.

Prior to opening the public hearing, the Chairman invited the Mayor to provide background regarding the purpose of the hearing.

The Mayor stated that the Town issued a Notice of Default on January 13, 2026 concerning seven Master Development Agreements. The Mayor explained that the proposed termination of the agreements was based on alleged uncured material defaults. The Mayor described concerns including alleged misrepresentations regarding ownership and authority to execute the agreements, unauthorized transfer of properties subject to the agreements, unauthorized assignment of interests without providing required notice to the Town, and concerns regarding the financial capability of the master developer.

The Mayor further stated that certain properties had lien holders who had not signed the Master Development Agreements, that some agreements were executed by entities different from the recorded property owners, and that portions of property associated with certain agreements had been transferred to lien holders. The Mayor stated that after consultation with the Town Attorney and review of the agreements, the Town determined the alleged defaults were not curable.

The Chairman opened the public hearing.

Public Comments

An attorney representing the developer addressed the Commission and requested that comments apply to all seven Master Development Agreement items due to the similarity of the issues. The attorney stated that the developer disputed the alleged defaults and maintained that the development projects remained beneficial to the Town. The attorney further stated that the developer believed

several legal defenses existed and expressed concern that termination of the agreements could result in litigation and significant legal costs for the Town. The attorney indicated that the developer believed the alleged issues could be resolved and suggested mediation and further discussion.

No additional public comments were made.

The Chairman closed the public hearing.

2. Consideration and possible adoption of a resolution declaring uncured defaults under the West Temple Master Development Agreement and terminating the agreement.

The Chairman opened the public hearing.

No public comments were received.

The Chairman closed the public hearing.

3. Consideration and possible adoption of a resolution declaring uncured defaults under the Gooseberry Preserve at Zion Master Development Agreement and terminating the agreement.

The Chairman opened the public hearing.

No public comments were received.

The Chairman closed the public hearing.

4. Consideration and possible adoption of a resolution declaring uncured defaults under the Miles Mark Master Development Agreement and terminating the agreement.

The Chairman opened the public hearing.

No public comments were received.

The Chairman closed the public hearing.

5. Consideration and possible adoption of a resolution declaring uncured defaults under the Redstone at Canaan Master Development Agreement and terminating the agreement.

The Chairman opened the public hearing.

No public comments were received.

The Chairman closed the public hearing.

6. Consideration and possible adoption of a resolution declaring uncured defaults under the Solstice Master Development Agreement and terminating the agreement.

The Chairman opened the public hearing.

No public comments were received.

The Chairman closed the public hearing.

7. Consideration and possible adoption of a resolution declaring uncured defaults under the Gooseberry Springs Ranch Master Development Agreement and terminating the agreement.

The Chairman opened the public hearing.

Public Comments

A speaker identifying themselves as the owner of property associated with the development stated that they owned approximately 740 acres of land related to the project and had authorized another individual to negotiate development matters on their behalf. The speaker stated they had not been notified of the alleged breaches referenced by the Town and expressed the belief that the projects could move forward. The speaker further stated they believed they had the financial capability to complete the development and requested additional time to communicate with Town officials and address the Town's concerns.

The Mayor invited the speaker to contact him the following day to discuss the matter further.

No additional public comments were received.

The Chairman closed the public hearing.

8. Consideration and possible adoption of an ordinance repealing ordinance O-2025-17 and restoring the prior zoning classification for certain property previously rezoned from OST (Open Space Transition to RE-1 (Rural Estates 1 Acre).

An attorney representing the developer addressed the Planning Commission and stated that the developer believed repealing the ordinance and restoring the prior zoning classification could affect vested rights associated with the Master Development Agreements. The attorney stated that the developer believed the zoning action was linked to the development agreements and could expose the Town to potential damages similar to those discussed regarding termination of the agreements.

A speaker participating electronically stated that their previous comments regarding the development projects and financial capability also applied to this item.

No additional public comments were received.

The Chairman closed the public hearing.

DISCUSSION AND POSSIBLE ACTION ITEMS

9. Consideration and possible adoption of a resolution declaring uncured defaults under the Crimson Peaks Master Development Agreement and terminating the agreement. Resolution No. R-2026-07.

The Chairman asked if there were any questions or comments from the Commission. None were offered.

MOTION:

Chairman Farrar motioned that we recommend approval to the Town Council for adoption of a resolution declaring uncured defaults under the Crimson Peaks Master Development Agreement and terminating the agreement, Resolution No. R-2026-07.

SECOND:

The motion was seconded by Commissioner Fralish.

VOTE:

Chairman Farrar called for a vote:

Commissioner Fralish – Aye

Commissioner Harsh – Aye

Chairman Farrar – Aye

Commissioner Hood – Aye

Commissioner Riding – Aye

Motion carried unanimously.

10. Consideration and possible adoption of a resolution declaring uncured defaults under the West Temple Master Development Agreement and terminating the agreement. Resolution No. R-2026-08.

The Chairman asked if there were any questions or comments from the Commission. None were offered.

MOTION:

Commissioner Fralish motioned that the Planning Commission recommend possible adoption of Resolution No. R-2026-08 declaring uncured defaults under the West Temple Master Development Agreement and terminating the agreement.

SECOND:

The motion was seconded by Commissioner Hood.

VOTE:

Chairman Farrar called for a vote:

Commissioner Fralish – Aye

Commissioner Harsh – Aye

Chairman Farrar – Aye

Commissioner Hood – Aye

Commissioner Riding – Aye

Motion carried unanimously.

11. Consideration and possible adoption of a resolution declaring uncured defaults under the Gooseberry Preserve at Zion Master Development Agreement and terminating the agreement. Resolution No. R-2026-09.

The Chairman asked if there were any questions or comments from the Commission. None were offered.

MOTION:

Chairman Farrar motioned to recommend approval to the Town Council for adoption of a resolution declaring uncured defaults under the Gooseberry Preserve at Zion Master Development Agreement and terminating the agreement, Resolution No. R-2026-09.

SECOND:

The motion was seconded by Commissioner Harsh.

VOTE:

Chairman Farrar called for a vote:

Commissioner Fralish – Aye

Commissioner Harsh – Aye

Chairman Farrar – Aye

Commissioner Hood – Aye

Commissioner Riding – Aye

Motion carried unanimously.

12. Consideration and possible adoption of a resolution declaring uncured defaults under the Miles Mark Master Development Agreement and terminating the agreement. Resolution No. R-2026-10.

The Chairman asked if there were any questions or comments from the Commission. None were offered.

MOTION:

Commissioner Hood motioned that we recommend adoption of a resolution declaring uncured defaults under the Miles Mark Master Development Agreement and terminating the agreement, Resolution No. R-2026-10.

SECOND:

The motion was seconded by Commissioner Fralish.

VOTE:

Chairman Farrar called for a vote:

Commissioner Fralish – Aye

Commissioner Harsh – Aye

Chairman Farrar – Aye

Commissioner Hood – Aye

Commissioner Riding – Aye

Motion carried unanimously.

13. Consideration and possible adoption of a resolution declaring uncured defaults under the Redstone at Canaan Master Development Agreement and terminating the agreement. Resolution No. R-2026-11.

The Chairman asked if there were any questions or comments from the Commission. None were offered.

MOTION:

Commissioner Hood motioned that we recommend adoption of a resolution declaring uncured defaults under the Redstone at Canaan Master Development Agreement and terminating the agreement, Resolution No. R-2026-11.

SECOND:

The motion was seconded by Commissioner Harsh.

VOTE:

Chairman Farrar called for a vote:

Commissioner Fralish – Aye
 Commissioner Harsh – Aye
 Chairman Farrar – Aye
 Commissioner Hood – Aye
 Commissioner Riding – Aye

Motion carried unanimously.

14. Consideration and possible adoption of a resolution declaring uncured defaults under the Solstice Master Development Agreement and terminating the agreement. Resolution No. R-2026-12.

The Chairman asked if there were any questions or comments from the Commission. None were offered.

MOTION:

Chairman Farrar motioned that we recommend adoption to the Town Council of a resolution declaring uncured defaults under the Solstice Master Development Agreement and terminating the agreement, Resolution No. R-2026-12.

SECOND:

The motion was seconded by Commissioner Hood.

VOTE:

Chairman Farrar called for a vote:

Commissioner Fralish – Aye
 Commissioner Harsh – Aye
 Chairman Farrar – Aye
 Commissioner Hood – Aye
 Commissioner Riding – Aye

Motion carried unanimously.

15. Consideration and possible adoption of a resolution declaring uncured defaults under the Gooseberry Springs Ranch Master Development Agreement and terminating the agreement. Resolution No. R-2026-13.

The Chairman asked if there were any questions or comments from the Commission. None were offered.

MOTION:

Commissioner Hood motioned that we recommend adoption of a resolution declaring uncured defaults under the Gooseberry Springs Ranch Master Development Agreement and terminating the agreement, Resolution No. R-2026-13.

SECOND:

The motion was seconded by Commissioner Riding.

VOTE:

Chairman Farrar called for a vote:

Commissioner Fralish – Aye
 Commissioner Harsh – Aye
 Chairman Farrar – Aye

Commissioner Hood – Aye
 Commissioner Riding – Aye
 Motion carried unanimously.

16. Consideration and possible adoption of an ordinance repealing ordinance O-2025-17 and restoring the prior zoning classification for certain property previously rezoned from OST (Open Space Transition to RE-1 (Rural Estates 1 Acre). Ordinance No. O-2026-06.

The Chairman asked if there were any questions or comments from the Commission. None were offered.

MOTION:

Commissioner Hood motioned that we recommend adoption of an ordinance repealing Ordinance O-2025-17 and restoring the prior zoning classification for certain property previously rezoned from OST (Open Space Transition) to RE-1 (Rural Estates 1 Acre). Ordinance No. O-2026-06.

SECOND:

The motion was seconded by Commissioner Harsh.

VOTE:

Chairman Farrar called for a vote:

Commissioner Fralish – Aye
 Commissioner Harsh – Aye
 Chairman Farrar – Aye
 Commissioner Hood – Aye
 Commissioner Riding – Aye

Motion carried unanimously.

ADJOURNMENT

MOTION: Commissioner Fralish motioned to adjourn.

SECOND: The motion was seconded by Commissioner Hood.

VOTE: Chairman Farrar called for a vote:

Commissioner Fralish - Aye
 Commissioner Harsh - Aye
 Chairman Farrar - Aye
 Commissioner Hood - Aye
 Commissioner Riding - Aye

Motion carried unanimously.

Meeting adjourned at 6:27 PM.

Date Approved: _____

Approved BY: _____

Chairman | Bradley Farrar

Attest BY: _____

Recorder | Jenna Vizcardo

DRAFT



PLANNING COMMISSION HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, March 11, 2026 at 6:00 PM

MINUTES

CALL TO ORDER

Chairman Farrar called the Planning Commission Hearing and Meeting to order at 6:00 PM.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

PRESENT

Chairman Bradley Farrar
Commissioner Lee Fralish
Commissioner Garth Hood
Commissioner Stewart Riding
Commissioner Dan Harsh

CONFLICT OF INTEREST DISCLOSURES

No conflicts of interest were disclosed.

HEARING ON THE FOLLOWING

1. **Ordinance O-2026-08 Amend Title 10.02.050 Building Permit Required, 10.10.020 A Agricultural Zone, and 10.10.050 RE Rural Estates Zone. (Allow water meters/service without a building permit and allow animal enclosures in the front and side yards of people's property)**

Chairman Farrar opened the public hearing.

Resident Rich Ososki expressed concerns regarding the proposed allowance of animal enclosures in front and side yards. The speaker stated that the change could negatively impact property values, create nuisance conditions such as odors and dust, and discourage property improvements. Concerns were also raised regarding inconsistent enforcement of existing nuisance and setback regulations, including prior complaints that had not received responses. The speaker further stated that the proposed amendments appeared to conflict with existing setback requirements and requested that the ordinance be tabled.

No additional public comments were made in person or online.

Chairman Farrar closed the public hearing.

DISCUSSION AND POSSIBLE ACTION ITEMS

2. **Ordinance O-2026-08 Amend Title 10.02.050 Building Permit Required, 10.10.020 A Agricultural Zone, and 10.10.050 RE Rural Estates Zone. (Allow water meters/service without a building permit and allow animal enclosures in the front and side yards of people's property)**

Discussion followed regarding the ordinance.

Mayor Farrar recommended removing conflicting setback provisions within the ordinance, specifically those listed under Item G, noting that they contradicted existing setback standards already outlined in the code. The Mayor also referenced public feedback gathered through a Facebook poll and noted that a majority of respondents did not oppose animal enclosures in front yards.

Commission members discussed concerns related to nuisance complaints, enforcement, and the visual impact of animal enclosures. It was noted that proper maintenance of enclosures would be important and that some properties may require flexibility due to terrain constraints. Commissioners also acknowledged that similar uses already exist within the community.

MOTION: Chairman Farrar moved that we recommend approval on Ordinance O-2026-08 Amend Title 10.02.050 Building Permit Required, 10.10.020 A Agricultural Zone, and 10.10.050 RE Rural Estates Zone. And on 10.10.050 RE Rural Estates under item G, we remove the two setbacks of 10 and 15 feet.

SECOND: The motion was seconded by Commissioner Harsh.

VOTE: Chairman Farrar called for a vote:

- Commissioner Fralish - Aye
- Commissioner Harsh - Aye
- Chairman Farrar - Aye
- Commissioner Hood - Aye
- Commissioner Riding - Aye

Motion carried.

APPROVAL OF MINUTES

3. Minutes: February 11, 2026 - Planning Commission Hearing and Meeting.

The Commission reviewed the minutes and no corrections were proposed.

Motion made by Commissioner Riding, Seconded by Commissioner Harsh.

Voting Yea: Chairman Farrar, Commissioner Fralish, Commissioner Hood, Commissioner Riding, Commissioner Harsh

MOTION: Commissioner Riding moved we approve the minutes of the Planning Commission Meeting, 2.11.26.

SECOND: The motion was seconded by Commissioner Harsh.

VOTE: Chairman Farrar called for a vote:

- Commissioner Fralish - Aye
- Commissioner Harsh - Aye
- Chairman Farrar - Aye
- Commissioner Hood - Aye
- Commissioner Riding - Aye

Motion carried.

ADJOURNMENT

MOTION: Commissioner Fralish motioned to adjourn.

SECOND: The motion was seconded by Commissioner Hood.

VOTE: All Commissioners voted in favor.

Motion carried.

The meeting adjourned at 6:13 PM.

Date Approved: _____

Approved BY: _____

Chairman | Bradley Farrar

Attest BY: _____

Recorder | Jenna Vizcardo