APPLE VALLEY PLANNING COMMISSION MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, April 07, 2021 at 6:00 PM

AGENDA

Notice is given that a meeting of the Planning Commission of the Town of Apple Valley will be held on **Wednesday, April 07, 2021**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Chair | Allen Angell
Commissioners | Janet Prentice | Richard Fischer | Lee Fralish | Wenn Jorgensen

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

Zoom Meeting ID: 810 8525 6360
Zoom Link: *https://us02web.zoom.us/j/81085256360*

CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL

APPROVAL OF MINUTES

1. Minutes from September 12th, 2020.
2. Minutes from February 3rd, 2021.
3. Minutes from March 3rd, 2021.

CONFLICT OF INTEREST DISCLOSURES

HEARING ON THE FOLLOWING

4. Public Hearing on Zone Change of Parcel AV-1365-G from RE-10 to RE-5. Applicant: Andrew Loundsbury
5. Public Hearing on Zone Change of Parcel AV-1311-U from SF to RE-10. Applicant: Jordan Holm

DISCUSSION AND POSSIBLE ACTION ITEMS

6. Discussion and Possible Action on the zone change of Parcel AV-1365-G from RE-10 to Re-5. Applicant: Andrew Loundsbury
7. Discussion and Possible Action on Zone Change of Parcel AV-1311-U from SF to RE-10. Applicant: Jordan Holm
8. Discussion and Possible Action on the Preliminary Plat for AV-1329 Applicant: Travis Wells

ADJOURNMENT

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

CERTIFICATE OF POSTING: I, Taylor Pledger, as appointed Administrative Assistant for the Town of Apple Valley, hereby certify that this Hearing notice was posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website http://pmn.utah.gov, the Town Website www.applevalleyut.gov and sent to The Spectrum on the **25th day of March, 2021**.

Taylor Pledger, Administrative Assistant

Town of Apple Valley

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL COMMUNITY EVENTS AND MEETINGS
In compliance with the American with Disabilities Act, individuals needing special accommodations (Including auxiliary communicative aids and services) during this meeting should call 435-877-1190.

OPENING

Chairperson Prentice brought the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

ROLL CALL/PRESENT

Commissioner Angell
Commissioner Jorgensen
Commissioner Fralish

Deputy Clerk Ben Billingsley

EXCUSED
Chairperson Prentice

NO CONFLICT-OF-INTEREST DECLARATIONS

CONSENT AGENDA

A. **Approval of meeting minutes for January 8, 2020**
B. **Approval of meeting minutes for May 13, 2020**

MOTION:	Commissioner Jorgensen moves to approve the minutes for January 8, 2020 and May 13, 2020.	
SECOND:	Commissioner Fralish	
VOTE:	Chairperson called for a vote:	
	Commissioner Jorgensen	Aye
	Commissioner Fralish	Aye
	Commissioner Prentice	Absent
	Commissioner Angell	Aye

The vote was unanimous, and the motion carried.

DISCUSSION AND ACTION

1. Public Hearing for GENERAL PLAN MAP CHANGE of Parcels AV-1376-A and AV-1376-M from R-1 Residential 1 acre to Agricultural. Applicant Jeff and Susanne Spendlove.

Commissioner Angell opens the public hearing.
Jeff Spendlove- Explains they will be building a home on the one-acre lot and another home on the 19 acres.
Commissioner Angell closes the public hearing.

2. Public Hearing for ZONE CHANGE of parcels AV-1376-A and AV-1376-M from OST/OSC Open Space to A-10 Agricultural 10 acre and the Southwest Corner of AV-1376-M to RE-1 Rural Estates 1 acre. General Plan Designation R-1 acre. Applicant Jeff and Susanne Spendlove.

Commissioner Angell opens the public hearing.
Commissioner Angell closes the public hearing.

3. Discussion and possible action on General Plan Map change of parcels AV-1376-A and AV-1376-M from R-1 to Agricultural.

MOTION:	Commissioner Angell moves to approve the change of the general map for AV-1376-A and AV-1376-M from R-1 to AG.	
SECOND:	Commissioner Fralish	
VOTE:	Chairperson called for a vote:	
	Commissioner Jorgensen	Aye
	Commissioner Fralish	Aye
	Commissioner Prentice	Absent
	Commissioner Angell	Aye

The vote was unanimous, and the motion carried.

4. Discussion and possible action on zone change for parcels AV-1376-A and AV-1376-M from OST/OSC to A-10 and RE-1.

MOTION:	Commissioner Angell moves to approve the zone change for parcel AV-1376-A and AV-1376-M from OTC/OSC to AG-10 and RE-1 respectively.	
SECOND:	Commissioner Jorgensen	
VOTE:	Chairperson called for a vote:	
	Commissioner Jorgensen	Aye
	Commissioner Fralish	Aye
	Commissioner Prentice	Absent
	Commissioner Angell	Aye

The vote was unanimous, and the motion carried.

5. Public Hearing for proposed changes to 11.02.040 Necessity of Plat; Exemption from Plat Requirements.

Commissioner Angell opens the public hearing.

Mary Cannaday- Mentions she supports the process of streamlining lot splits. She does not support our current process. Her primary objection is the Mayor being the final decision maker. She feels the Planning Commission has no role in this process. States when you couple the oversight with the lack of planning you get the problems we are seeing today. She feels there is not enough oversight of the mayor to prevent him from passing lot splits that should not be passed. She cannot support a process that allows this potential for error. She believes the changes being proposed will make the problems worse. She mentions sending the Planning

Commission a list of changes she believes will be beneficial to this process. She encourages more citizens to become involved in the meetings and planning process.

Commissioner Angell closes the public hearing.

6. Discussion and possible action on changes to 11.02.040 Necessity of Plat; Exemption from Plat Requirements

Commissioner Angell- Asks to hear some input from town staff on what prompted the proposed changes.

Mayor Lisonbee- States the reason we are looking at these changes is because every time we do a lot split, we get GRAMA requests coming in, challenging us for not doing it right. One of the things they always challenge us on is the utility condition was not signed off, however, we do not have a utility condition and because we do not have that condition, people are claiming we are not doing these lot splits legally. People also say that it must be done by deed. A deed is essentially creating a lot. We have also received challenges on having a road requirement. We did some research on the state code and are trying to clean up our process to match the code. We worked with the Town Attorney to determine what changes would be necessary in this process to mimic the state code.

Attorney Guzman- Explains we are also trying to make the process simpler. We want people to get a record of survey from their surveyor that states they meet all our requirements. If there are any needs for easements or roadways, those would be shown on the survey.

Commissioner Angell- Is it true that there will have to be a deed produced from the split, no matter what? Asks for clarification on why the section for deeds states “or” instead of “and”.

Mayor Lisonbee- We would like to do it that way, but it is not a requirement. We cannot really ask for a deed, only a draft deed because the recorder’s office would not grant a deed until the lot split is approved by the town. That is why we decided to word it as “or”. We have also changed the utility condition.

Commissioner Angell- Expresses the changes do appear to upgrade our current process. Asks Mary Cannady if she would like to give any thoughts on what was discussed.

Mary Cannaday- States she thinks the changes are important, but they are not what her grievances are. She feels it is inappropriate to have the mayor be the only one signing off and overseeing these lot splits. States she has spoken with the fire department and the water district and neither of them can confirm they were asked to investigate any of the lot splits granted.

Commissioner Angell- Explains that is because the way it was written before the changes discussed today. Requirements currently state they must get a signature from a committee that does not exist.

Mary Cannady- Mentions she spoke with the St. George city office and learned that one of their requirements is approval from the land use authority and her understanding is the authority can be from the town council or someone designated as a representative of the land use authority which is like the Apple Valley ordinance that allowed us to designate someone as our appeal authority.

Commissioner Angell- Expresses his understanding of her view but states we are limited when it comes to town staff. Recommends to the town that we approve what is proposed today and then look at what additional changes can be made to the process.

Attorney Guzman- Specifies what wording to use for the additions.

MOTION:	Commissioner Angell moves to approve the amendments with this addition as indicated; a notice of application will be approved on a town council agenda as well as signature blocks for each approving party; to 11.02.040 exemption of plat requirements.	
SECOND:	Commissioner Fralish	
VOTE:	Chairperson called for a vote:	
	Commissioner Jorgensen	Aye
	Commissioner Fralish	Aye
	Commissioner Prentice	Absent
	Commissioner Angell	Aye

7. Public Hearing for proposed zone creation 10.10.130 CRZ Camping Resort Zone

Commissioner Angell opens the Public Hearing.

Commissioner Angell closes the Public Hearing.

8. Discussion and possible action on proposed zone creation 10.10.130 CRZ Camping Resort Zone

Commissioner Jorgensen- Asks for clarity on some of the wording throughout the ordinance. She also points out a few typos that need corrected. Asks if they could add in some wording to specify, they cannot plant oleanders as they are poisonous.

Commissioner Angell- Suggests they add in wording that is generic such as “cannot plant any species that is poisonous to the community or the animals.”

Attorney Guzman- Explains the problem with telling people they cannot plant certain things is that we would have to create penalties and other forms of enforcement.

Commissioner Angell- Recommends they table this until the commission can investigate the plant issue.

MOTION:	Commissioner Angell moves to table the creation of 10.10.130 CRZ Camping Resort Zone.	
SECOND:	Commissioner Fralish	
VOTE:	Chairperson called for a vote:	
	Commissioner Jorgensen	Aye
	Commissioner Fralish	Aye
	Commissioner Prentice	Absent
	Commissioner Angell	Aye

The vote was unanimous, and the motion carried.

ADJOURNMENT

MOTION:	Commissioner Fralish moves to adjourn	
SECOND:	Commissioner Jorgensen	
VOTE:	Chairperson called for a vote:	
	Chairperson Prentice	absent
	Commissioner Jorgensen	Aye
	Commissioner Fralish	Aye
	Commissioner Angell	Aye

The vote was unanimous, and the motion carried.

Meeting adjourned at 7:21 pm.

Date approved: ___________________

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Chairperson

ATTEST BY: _______________________________________

PLANNING COMMISSION MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, February 03, 2021 at 6:00 PM

MINUTES

Notice is given that a meeting of the Planning Commission of the Town of Apple Valley will be held on **Wednesday, February 03, 2021**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

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

Zoom Meeting ID: 870 4501 0060
Zoom Link: *https://us02web.zoom.us/j/87045010060*

CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL

Chair Angell called the meeting to order and led the pledge of allegiance at 6 pm.

PRESENT
Chair Allen Angell
Commissioner Wenn Jorgensen
Commissioner Janet Prentice
Commissioner Lee Fralish
Commissioner Richard Fischer

Conflict of Interest

No conflicts of interest declarations

APPROVAL OF MINUTES

Commissioner Wenn Jorgensen requested a correction to the minutes of July 8, 2020. On the bottom of page 4 of the packet, paragraph 3. Tommy Heart stated that "he waste under the impression ..." should be corrected to "he was under the impression ..."

Commissioner Jorgensen pointed out a needed correction to the minutes of January 6, 2021. On page 23 of the packet, when Shamim Monshizadeh is speaking, the last sentence in the paragraph should be corrected to say, "... when it benefits the developer and not the town" instead of, "... when it benefits the developer and the town."

Commissioner Janet Prentice moved that with those two corrections, the commission give consent approval to the minutes of July 8, 2020; October 7, 2020; November 17, 2020; December 9, 2020, and January 6, 2021,

Commissioner Richard Fischer requested that the minutes of July 8, 2020, through December 9, 2020, meetings be approved separately from the January 6, 2021, minutes because he was not present for that meeting.

Commissioner Prentice's motion was amended in accordance with Commissioner Fischer's request.

Motion: That with the noted correction to the minutes of July 8, 2020, that the minutes of July 8, 2020; October 7, 2020; November 17, 2020, and December 9, 2020, be given consent approval

Motion made by Commissioner Jorgensen, Seconded by Commissioner Fischer.
Voting Yea: Chair Angell, Commissioner Jorgensen, Commissioner Prentice, Commissioner Fralish, Commissioner Fischer

1. **Meeting minutes for July 8th, 2020**

   Meeting minutes for July 8th, 2020, approved in consent as written above.

2. **Meeting minutes for October 7th, 2020**

   Meeting minutes for October 7th, 2020, approved in consent as written above.

3. **Meeting minutes for November 17th, 2020**

   Meeting minutes for November 17th, 2020, approved in consent as written above.

4. **Meeting minutes for December 9th, 2020**

   Meeting minutes for December 9th, 2020, approved in consent as written above.

5. **Meeting minutes for January 6th, 2021**

   Approval of minutes for 01.06.2021

   Motion: That with the noted correction to the minutes of January 6, 2021, that the minutes of January 6, 2021, be given consent approval

   Motion made by Commissioner Prentice, Seconded by Commissioner Fralish.
   Voting Yea: Chair Angell, Commissioner Jorgensen, Commissioner Prentice, Commissioner Fralish, Commissioner Fischer

HEARING ON THE FOLLOWING

6. **Public Hearing for ZONE CHANGE of parcel: AV-1330-C from Open Space (OS) to Agriculture 10 Acre (A-10)**

   Landowner Walter Josey was present by Zoom. He purchased the property before the town of Apple Valley became a subdivision. At that time it was county zoned as residential/agricultural. He recently learned it was rezoned to Open Space. He would like to change zone back to Agricultural. He is planning to use it for agriculture and may later decide to build a house.

   Comment by Tish Lisonbee, 1386 N Mount Zion, in favor of Walter's requested zone change. She is a close neighbor and feels Walter should be able to use his property as he requested and that people should be able to use their property as they want to.

7. **Public Hearing for ZONE CHANGE of parcel: AV-1365-J-1 from Open Space (OS) to Rural Estate 20 Acre (RE-20)**

   Applicant Mark Pierson explains he bought the house to build a house on it which is why he is requesting the zone change. He doesn't plan to use the property for anything else.

8. **Public Hearing on land use ordinance creating "Camping Resort Zone (CRZ)"**

DISCUSSION AND POSSIBLE ACTION ITEMS

9. **ZONE CHANGE application for AV-1330-C from Open Space (OS) to Agriculture 10 Acre (A-10)**

   Discussion: Commissioner Prentice commented that Walter Josie has been in the area for 30+ years and should be able to do with his land as he desires. He has always been a good neighbor. Recommends approval.

   Commissioner Fischer commented that land used to be agricultural. He does not have a problem with the 10 acres changed back to agricultural.

No objections from other commissioners.

Motion: To approve zone change for application AV-1330-C from Open Space to Agriculture-10 acres and recommend zone change to Town Council.

Motion made by Commissioner Jorgensen, Seconded by Commissioner Prentice.
Voting Yea: Chair Angell, Commissioner Jorgensen, Commissioner Prentice, Commissioner Fralish, Commissioner Fischer

10. ZONE CHANGE application for AV-1365-J-1 from Open Space (OS) to Rural Estate 20 Acre (RE-20)

Commissioner Prentice said they would like to keep the lots large like this one and she is all for it.

Chair Angell said the smallest lots in that area are 5 acres and this one is a nice piece.

Motion: To send to Town Council with a recommendation for approval for a change to parcel AV-1365-J-1 from Open Space (OS) to Rural Estate 20 Acre (RE-20)

Motion made by Commissioner Prentice, Seconded by Commissioner Fischer.
Voting Yea: Chair Angell, Commissioner Jorgensen, Commissioner Prentice, Commissioner Fralish, Commissioner Fischer

11. Land use text amendment creating "Camping Resort Zone (CRZ)"

Commissioner Prentice read from the prepared document: The town of Apple Valley does not presently have a designation for RV camping. Cabin camping and tent camping is allowed. The addition of Chapter 1010-130, Camping Resort Zone (CRZ) into the current code would benefit the traveling public and economic well-being of town through rural and resort tax. The zone would allow the town to control the adverse visual, light, and noise impact to the town. No less than 15 acres and in harmony with the town. Cannot be located within a 100-year flood plain and be in compliance with Apple Valley land use Chapters 10.38.

Commissioner Prentice noted a desirable addition to the language of the chapter regarding pets. The chapter mentions leashes and keeping pets quiet but does not mention clean up after pets.

Commissioner Jorgensen said words are proposed to be added to the ordinance. After "on the leash at all times" add the words, "campers shall immediately clean up after their pets."

Public Comments:

Aaron Stout, 1752 Plains Drive: Since this new zone mentions RV's, cabins, tent cabins, and such, has the town already done away with the tiny cabin/tiny house zone, RV zone, and other things like that? Is this a mixed-use zone?

Commissioner Prentice responded, "Yes, it will be more like the Virgin River Resort."

Aaron Stout asked if there is any reason why the others are 10 acres and this one is being bumped up to 15?

Chair Angell commented that the other zones have been bumped up to 15 as well.

Tish Lisonbee: "You are going to micro-manage the dog poop but you're not going to tell everybody what time they have to go to bed?" Normally the details are not in ordinances, they are in rental agreements with customers. Lisonbee expressed concern that we are over-reaching in how someone manages their business.

Chair Angell acknowledged that this should be common sense but the item regarding dog poop was placed because there is a reference to dogs in the ordinance, not an effort to micro-manage.

Commissioner Fisher agreed with the comment regarding managing dog poop. When talking about the city park we should manage it but when it's someone's business it is between them and their patrons.

Commissioner Prentice: the Town Council (TC) has wanted this since July and they would like to provide it to the TC.

Shawn Guzman: On G, General Provisions for Campgrounds, subsection IV (page 61): need to strike the language of, "Patron logs shall be made available to code enforcement officers at their request." There was a US Supreme Court decision in 2015 which said those logs require a search warrant. They should keep the logs but we would need a warrant to obtain the logs.

Motion: Send to Town Council the text creating the Camp Resort Zone CRZ for passage.

Motion made by Commissioner Prentice, Seconded by Commissioner Fralish.
Voting Yea: Chair Angell, Commissioner Jorgensen, Commissioner Prentice, Commissioner Fralish, Commissioner Fischer

ADJOURNMENT

Motion: to adjourn tonight's meeting

Motion made by Commissioner Fralish, Seconded by Commissioner Prentice.
Voting Yea: Chair Angell, Commissioner Jorgensen, Commissioner Prentice, Commissioner Fralish, Commissioner Fischer

Meeting adjourned at 7:32 PM

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

CERTIFICATE OF POSTING: I, John Barlow, as duly appointed Administrator for the Town of Apple Valley, hereby certify that this Hearing notice was posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website http://pmn.utah.gov, the Town Website www.applevalleyut.gov and sent to The Spectrum on the **22nd day of January 2021**.

Dated this 28th day of January, 2021

John Barlow, Town Administrator

Town of Apple Valley

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL COMMUNITY EVENTS AND MEETINGS
In compliance with the American with Disabilities Act, individuals needing special accommodations (Including auxiliary communicative aids and services) during this meeting should call 435-877-1190.

Date approved: ___________________

____

Chairperson

ATTEST BY: _______________________________________

APPLE VALLEY PLANNING COMMISSION MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, March 03, 2021 at 6:00 PM

MINUTES

Notice is given that a meeting of the Planning Commission of the Town of Apple Valley will be held on **Wednesday, March 03, 2021**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Chair | Allen Angell
Commissioners | Janet Prentice | Richard Fischer | Lee Fralish | Wenn Jorgensen

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Zoom Meeting ID: 834 5793 1750
Zoom Link: *https://us02web.zoom.us/j/83457931750*

CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL

Chairman Angell calls the meeting to order at 6:00 PM and leads in the pledge of allegiance.

PRESENT
Chair Allen Angel
Commissioner Wenn Jorgensen
Commissioner Janet Prentice
Commissioner Lee Fralish
Commissioner Richard Fischer

Staff: Taylor Pledger and Colleen Kohler

CONFLICT OF INTEREST DISCLOSURES

None declared.

APPROVAL OF MINUTES

HEARING ON THE FOLLOWING

1. **An ordinance changing the zoning for AV-1365-H-4 from Open Space to Rural Estate 2 1/2 Acre (RE-2.5)**
   Chairperson Angell opens the public hearing.

   Taylor Pledger- Reads an email submitted by Mark and Patricia Parker. (Refer to the packet to read the full email)

   Mason Kapcsos- Explains they are trying to split the lot in half, however, there isn't an option for 2-acre zoning so they are asking for 5-acre zoning.

Richard Kopp- Expresses that he does not understand why he cannot build on the property with the current zoning. Mentions that parcel was rezoned months ago to 5-acre low density and he feels the current zoning is appropriate for what is being asked.

Commissioner Prentice- Explains that in May of 2020 the council voted an approved to change the general map and designation of low density for the bubbling wells area must be 5-acres or more. Because of this change, they cannot approve a rezoning for less than 5-acres.

Mason Kapcsos- Mentions that he talked with the mayor on the phone, and he told Mason that because the lots would be 4 acres after being split that it could be worked out.

Chairperson Angell- Asks Mason if he has any other acreage nearby as they would need 10-acres to get it down to 5-acres per lot.

Commissioner Fischer- Explains it took a lot of effort and debate to come up with the agreement that required low density to be 5-acres or more.

Mason Kapcsos- Mentions that he has a 20-acre property in the area and when he went to rezone it to build on, they had him rezone to RE-1.

Commissioner Fralish- States that when the change was being debated on, there were already some 1-acre parcels in the are and nothing could be done about those lots. He expresses that Mason would have more options for his property with a RE-5 zoning.

Commissioner Fischer- Asks Mason if his two lots touch?

Mason Kapcsos- Answers yes, they do.

Commissioner Fischer- Could you do a lot line adjustment so we can split the lot into 2 separate 5-acre parcels?

Mason Kapcsos- States he will look into a lot line adjustment.

Chairperson Angell closes the public hearing.

2. Text amendment adding clarity to minimum lot size for Rural Estate Zones

Chairperson Angell- Explains the change is to clarify when the minimum size will be calculated. The changes state the calculations can be done prior to a required road dedication.

Chairperson Angell opens the public hearing.

Chairperson Angell closes the public hearing.

DISCUSSION AND POSSIBLE ACTION ITEMS

3. Discussion and possible action on Ordinance to clarify Rural Estate minimum lot requirements

Commissioner Jorgensen- Points out a typo where it says 20 and 30 in numbers but 30 written out. Believes we need to delete the 20 and 30 in paragraph C.

Motion: to send the text change to Ordinance 10.10.050 to town council with a recommendation of approval.

Motion made by Commissioner Prentice, Seconded by Commissioner Fralish.
Voting Yea: Chair Angel, Commissioner Jorgensen, Commissioner Prentice, Commissioner Fralish, Commissioner Fischer

Motion: to delete the word 20 and 30 from paragraph C line 20 and leave the second word 30 and (30).

Motion made by Commissioner Jorgensen, Seconded by Commissioner Prentice.
Voting Yea: Chair Angel, Commissioner Jorgensen, Commissioner Prentice, Commissioner Fralish, Commissioner Fischer

4. Consideration and possible action on zone change application for AV-1365-H-4 from OST to RE-2.5

Motion: to deny the zone change application for AV-1365-H-4.

Motion made by Commissioner Jorgensen, Seconded by Commissioner Fischer.
Voting Yea: Chair Angel, Commissioner Jorgensen, Commissioner Prentice, Commissioner Fralish, Commissioner Fischer

5. Discussion and possible action on Desert Rose Subdivision preliminary plat application

Chairperson Angell- Opens the floor to the Desert Rose representatives, Richard Wyre, Darcy Thompson, and Karl Rasmussen to present

Karl Rasmussen- Explains they discussed changes with the mayor and had agreed to change the title from Desert Rose to Majestic Eagle, they also agreed to submit a better map that will show the parcel numbers. They will work on getting affidavits from all the property owners. They are working on getting a proper title report. They will work on presenting culvert sizes and drainage plans. Expresses they plan to build a bridge to match the once on Apple Valley Way. They intend to label the width and alias of the lots. They are working on updating the layout to have a 52-foot right of way. Will investigate adding a connecting street. They will investigate their contours to find an appropriate open spaced area for drainage. Looking at putting a 70-foot road into Gooseberry Way. and leading out to State St. Looking into running sewer from Travis Holm's property, Jepson Canyon, and the Majestic Eagle project. Looking to do chip and seal on Gooseberry Way.

Richard Fischer- Do you have a name for your main road?

Karl Rasmussen- Not currently. We will investigate a name. Asks the commissioners to look at their proposal and offer suggestions. We are thinking Majestic Blvd.

Chairman Angell- What is your time frame?

Richard Wyre- Immediately.

Chairperson Angell- Have you had any discussion with the water district about this project?

Karl Rasmussen- Mentions they have a meeting coming up but there has been some discussion regarding their contribution towards a water tank and pipelines.

Richard Fischer- Points out an old irrigation well on the property.

Chairman Angell- Discussions about the water will take place for this project, correct?

Richard Wyre- Yes, the discussion is in process.

Item tabled for future discussion and action.

6. Discussion and possible action on West Temple Village Subdivision preliminary plat application

Karl Rasmussen- Explains there are 27 residential lots and 2 commercial lots in this plan. The commercial will be adjacent and down the street from the Chevron. Explains they will have to do a 52-foot road through the subdivision, but it was recommended to do a 70-foot road instead.

Commissioner Prentice- Asks if they are going be connected to a sewer system?

Karl Rasmussen- That' correct.

Commissioner Fischer- Asks if they intend to build a 70-foot road for the main road?

Karl Rasmussen- Answers yes, they will build a 70-foot road that will go down to Majestic Dr.

Commissioner Fischer- Asks if they are planning to continue pavement on the road.

Karl Rasmussen- The entire thing will be paved and curb and gutter on both sides of the road.

Commissioner Fischer- Explains that curb and gutter is not a requirement. A slope is appropriate.

Karl Rasmussen- Expresses he would still like to do curb and gutter on the road by the commercial lots. Would also like to put in a type of walkway by the road.

Chairperson Angell- Where are the discussions with the water district?

Travis Holms- They sent out a letter verifying there is enough water to service this project. They are getting me the will serve letter in the next few days.

Chairperson Angell- What accommodations do you have planned for upgrades to the general community such as parks or community centers?

Karl Rasmussen- Explains they will have a trail down the gooseberry wash. In the future Travis has designated an area on the north side for other projects such as a park or church.

Commissioner Fischer- Mentions asphalt on the trail would help with the dust.

Chairperson Angell- States that in the past they had planned to build a bridge. Asks if that is still the plan?

Karl Rasmussen- Answers that it is still being discussed at this time, but they are working on it.

Chairperson Angell- Asks if the lots will be half acre?

Karl Rasmussen- Explains that the current town code allows 20,000 sq foot as the minimum lot size so when we were laying lots out, we had to make some of them over a half-acre and some of them under a half-acre.

Travis Holm- Expresses they would like to get approved for the first 27 lots at least.

Chairperson Angell- Is the road going on the north side of the mailboxes?

Karl Rasmussen- Explains where the entrance of the road is in relation to the mailboxes.

Commissioner Fralish- Are you required to make an adjustment to the turn lanes entering your development?

Chairperson Angell- Expresses concern over the turn lane entering Apple Valley may be congested.

Karl Rasmussen- States they are talking with UDOT on what would be required.

John Barlow- Recommends that tabling this item tonight would help speed up the process so that the changes could be reflected on the plat and the Town Council can just pick up where the Planning Commission left off.

Chairperson Angell- What are the changes being recommended?

John Barlow- Explains we are waiting on more paperwork.

Karl Rasmussen- Feels that the paperwork for this project has already been submitted. The only changes made were for the width of the frontage road. Gives details on how the 70-foot road could be painted.

Commissioner Fischer- Explains that with a 70-foot road you will have a lot of options.

Karl Rasmussen- Explains the road can be striped in several ways one of which would include a turn lane. Mentions he will bring in a book showing all the cross sections.

Commissioner Fralish- Will there be any traffic studies done for the area?

Karl Rasmussen- States that UDOT does not need a traffic study when the developer is the one putting in the turn lanes.

Chairperson Angell- Is there anything else that is amiss for this project? Explains he heard there was an issue with the water agreements.

Travis Holm- Explains that the district has already sent a letter to the town guaranteeing they have enough water to service this project.

John Barlow-??

Chairperson Angell- We can recommend that the Town Council approves this project with some conditions, however, depending on the severity of the changes the project might have to come back to Planning Commission and be voted upon again.

Commissioner Fischer- Asks John Barlow if he has the email from the water district?

John Barlow- Explains he does have an email from the district engineer, and he states that he sees no problem with service or water capacity.

Chairperson Angell- Asks if they have had any discussions with someone at the town on using funds that you would otherwise use on septic systems.

Karl Rasmussen- Explains they will have to put money into creating the infrastructure for the sewer. If someone in the future would like to tie into the sewer, they would have to fund the improvements required to get them connected.

Chairperson Angell- Expresses he wants to ensure the sewer system is part of the agreement.

Motion: to recommend to the Town Council for approval based on 4 conditions. 1. South Temple road to be widened to 70 feet. 2. An agreement with UDOT to develop a turning lane coming off Apple Valley Dr. 3. Wastewater and sewer need to be in a mainline going to a public system. 4. They must obtain a will serve letter from the water district.

Motion made by Commissioner Fischer, Seconded by Commissioner Prentice.
Voting Yea: Chair Angel, Commissioner Jorgensen, Commissioner Prentice, Commissioner Fralish, Commissioner Fischer

ADJOURNMENT

Motion: to adjourn tonight's meeting.

Motion made by Commissioner Prentice, Seconded by Commissioner Fischer.
Voting Yea: Chair Angel, Commissioner Jorgensen, Commissioner Prentice, Commissioner Fralish, Commissioner Fischer

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

CERTIFICATE OF POSTING: I, John Barlow, as duly appointed Administrator for the Town of Apple Valley, hereby certify that this meeting notice was posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website http://pmn.utah.gov, the Town Website www.applevalleyut.gov and sent to The Spectrum on the **24th day of March, 2021**.

John Barlow, Town Administrator

Town of Apple Valley

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL COMMUNITY EVENTS AND MEETINGS
In compliance with the American with Disabilities Act, individuals needing special accommodations (Including auxiliary communicative aids and services) during this meeting should call 435-877-1190.

Total - $2000

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

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

Zone Change Application

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

Name: Andrew Loundsbury		Phone [redacted]	
Address: [redacted]		Email: [redacted]	
City: [redacted]	State [redacted]	Zip: [redacted]	
Agent: (If Applicable) [redacted]		Phone: [redacted]	
Address/Location of Property: 30 ac parcel between Red Hawk and Ranch Road	Parcel ID: AV-1365-G		
Existing Zone: RE-10		Proposed Zone: RE-5	
Reason for the request Making 5 acre building lots.			

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

- [x] A. The name and address of every person or company the applicant represents
- [x] B. An accurate property map showing the existing and proposed zoning classifications
- [x] C. All abutting properties showing present zoning classifications
- [x] D. An accurate legal description of the property to be rezoned
- [x] E. Stamped envelopes with the names and address's of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- [x] F. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence the applicant has control of the property

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

Official Use Only	
Date Received: March 17, 2021	By: Colleen Kohler
Date Application Deemed Complete: 3/23/2021	By: Taylor Phillips

ZONE CHANGE APPLICATION - GENERAL INFORMATION

PURPOSE

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

WHEN REQUIRED

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

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

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

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

PROCESS

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

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

DOC ID 20210014934

Item 6.

Warranty Deed Page 1 of 1
Gary Christensen Washington County Recorder
03/03/2021 03:52:50 PM Fee $40.00 By
SOUTHERN UTAH TITLE COMPANY

When recorded mail deed and tax notice to:
Desert Star Financial, LLC, a Utah limited liability company
~~1186 W. Topaz Road~~ 3867 Transam Lane
St. George, UT ~~84770~~ 84790

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

Order No. 217014 - JLB
Tax I.D. No. AV-1365-G

Space Above This Line for Recorder's Use

WARRANTY DEED

Bruce Hubrecht, grantor(s), of Hurricane, County of Washington, State of Utah, hereby **CONVEY and WARRANT to**

Desert Star Financial, LLC, a Utah limited liability company, grantee(s) of St. George, County of Washington, State of UT, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Washington County, State of Utah:

> **The East 30.0 acres of the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 14, Township 43 South, Range 11 West, Salt Lake Base and Meridian.**
>
> **Less and excepting therefrom the West 10.0 acres of the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 14, Township 43 South, Range 11 West, Salt Lake Base and Meridian.**

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 24 JW day of February, 2021.

Bruce Hubrecht

STATE OF Utah)
:ss.
COUNTY OF Washington)

On the 24 day of February, 2021, personally appeared before me, Bruce Hubrecht, the signer of the within instrument who duly acknowledged to me that he/she executed the same.

NOTARY PUBLIC

My Commission Expires:

JENNIFER L. BAILEY
Notary Public
State Of Utah
My Commission Expires 04-17-2021
COMMISSION NO. 693925

KOPP RICHARD M & DEBORAH A
AV-1365-K
2222 E RANCH RD
APPLE VALLEY , UT 84737

GEORGE JONATHAN
AV-1365-O
PO BOX 824
SPRINGDALE, UT 84767

NEVADA & UTAH HOLDING CO INC
AV-1365-M-1
2632 W 410 N
HURRICANE, UT 84737

CHATELAIN PIERRE
AV-1365-B
6 MT MINTON
FERNIE, BC VOB -1M3

BACK COUNTRY HOLDINGS LLC
AV-1365-J
PO BOX 2044
SOUTH SAN FRANCISCO, CA 94083

NUANCE MGMT LLC
AV-1364-A-2
1125 W FIELD AVE PO BOX 701
HILDALE, UT 84784

CLARK DENNIS B JR TR
AV-1365-E
PO BOX 2254
SAINT GEORGE, UT 84771-2254

NEVADA & UTAH HOLDING CO INC
AV-1365-M-1
2632 W 410 N
HURRICANE, UT 84737

GEMSTONE PROPERTIES INC
AV-1365-U
2608 W 510 N
HURRICANE, UT 84737

BROWN DOUGLAS ANDREW TR, ET AL
AV-1365-A
8271 RUN OF THE KNOLLS
SAN DIEGO, CA 92127

DESERT STAR FINANCIAL LLC
AV-1365-G
3867 TRANS AM LN
SAINT GEORGE, UT 84790

CLARK DENNIS B JR TR
AV-1365-P
PO BOX 2254
SAINT GEORGE, UT 84771-2254

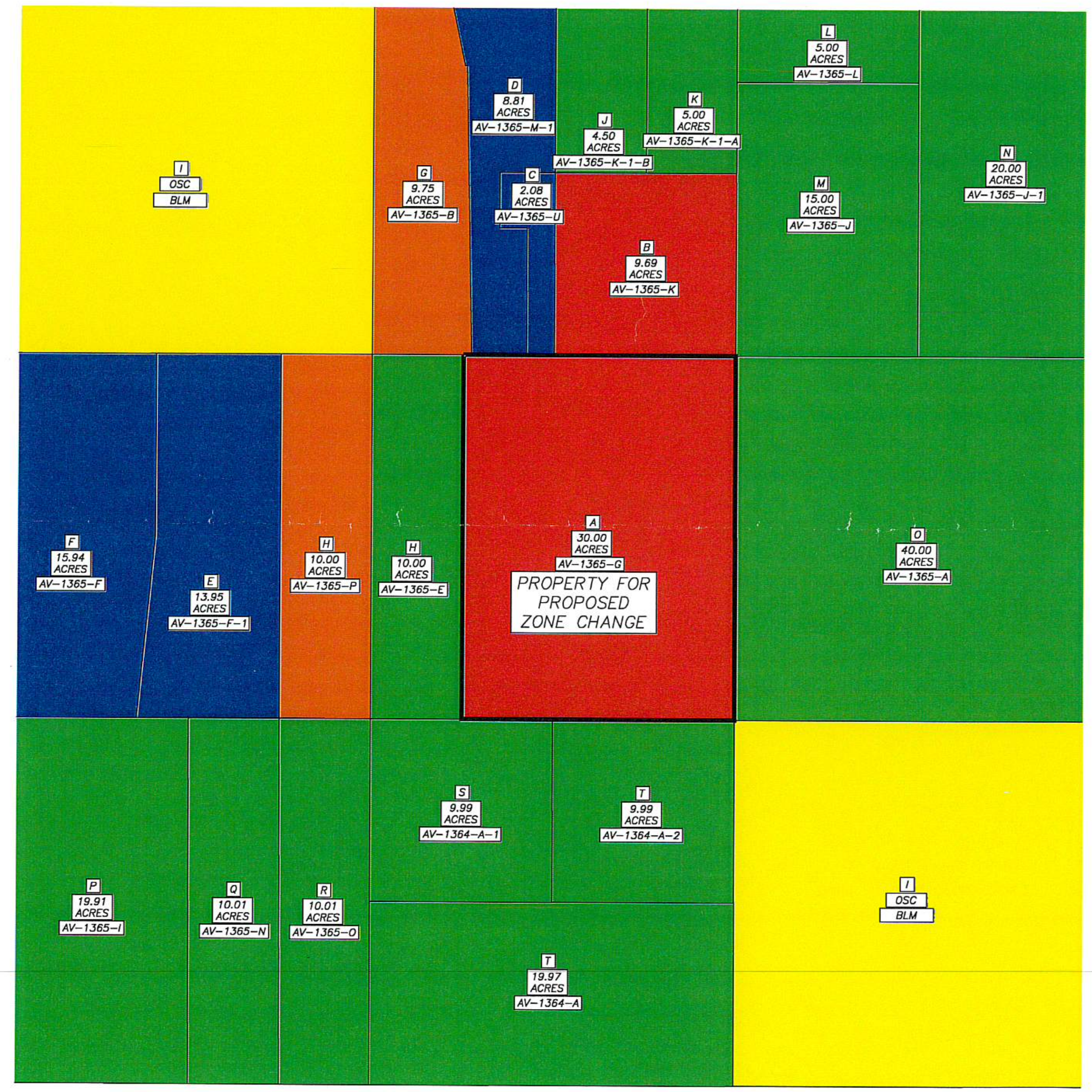
FISCHER ERWIN
AV-1364-A-1
782 S RIVER RD # 318
SAINT GEORGE, UT 84790

PROPOSED ZONE CHANGE MAP FOR:
DESERT STAR FINANCIAL LLC

PARCEL: AV-1365-G, LOCATED IN SECTION 14, T43S, R11W, S.L.B.&M.
APPLE VALLEY, WASHINGTON COUNTY, UTAH

N W E S

250 0 250
SCALE IN FEET



LEGEND

PROPERTY LINE
ADJACENT PROPERTY LINE

- A DESERT STAR FINANCIAL LLC – PARCEL: AV-1365-G
- B KOPP RICHARD M & DEVORAH A – PARCEL: AV-1365-K
- C GEMSTONE PROPERTIES INC – PARCEL: AV-1365-U
- D NEVADA & UTAH HOLDING CO INC – PARCEL: AV-1365-M-1
- E VITORINO JOSEPH R & KELLY A TRS – PARCEL: AV-1365-F-1
- F GREGERSON GLENN ROSS & RANDIE B – PARCEL: AV-1365-F
- G CHATELAIN PIERRE – PARCEL: AV-1365-B
- H CLARK DENNIS B JR TR – PARCELS: AV-1365-P, AV-1365-E
- I BUREA OF LAND MANAGEMENT: OPEN SPACE CONSERVATION
- J KOPP RICHARD M & DEBORAH TRS – PARCEL: AV-1365-K-1-B
- K COOKE TRAVIS – PARCEL: AV-1365-K-1-A
- L HACKWORTH KAYLENE B TR – PARCEL: AV-1365-L
- M BACK COUNTRY HOLDINGS LLC – PARCEL: AV-1365-J
- N PIERSON MARK & LAUREL – PARCEL: AV-1365-J-1
- O BROWN DOUGLAS ANDREW TR, MILDICE LORNA LOUISE TR – PARCEL: AV-1365-A
- P FLEDDERJOHN ALEX – PARCEL: AV-1365-I
- Q CHAMVERLIN TODD – PARCEL: AV-1365-N
- R GEORGE JONATHAN – PARCEL: AV-11365-O
- S FISCHER ERWIN – PARCEL: AV-1364-A-1
- T NUANCE MANAGEMENT LLC – PARCELS: AV-1364-A-2, AV-1364-A

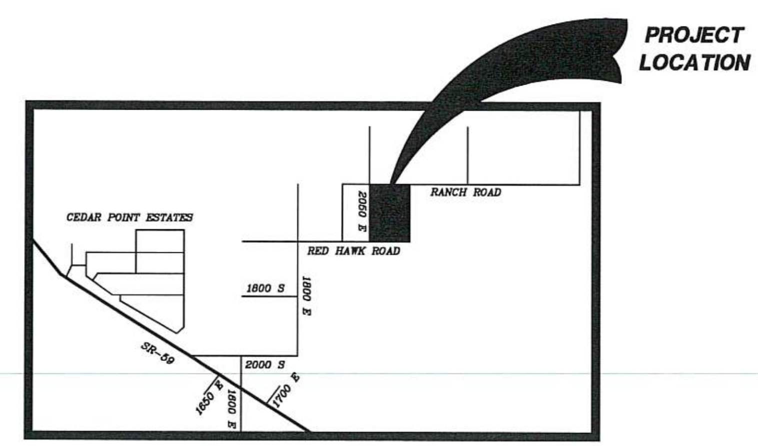
- OSC: OPEN SPACE CONSERVATION
- OST: OPEN SPACE TRANSITION
- RE-1: RESIDENTIAL ESTATE 1
- RE-5: RESIDENTIAL ESTATE 5
- RE-10: RESIDENTIAL ESTATE 10

LEGAL DESCRIPTION OF A PARCEL: AV-1365-G
THE EAST 30 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER(SW¼NE¼) OF SECTION14,TOWNSHIP 43 SOUTH,RANGE 11WEST,SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM THE WEST 10 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER(SW¼NE¼) OF SECTION14,TOWNSHIP 43 SOUTH,RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN

CONTAINING 30 ACRES
(REFERENCED FROM WARRANTY DEED, DATED 2/24/2021, PARCEL AV-1365-G, FILE 20210014934)

NARRATIVE
SAID PROPERTY A PARCEL AV-1365-G IS REQUESTED BY DESERT STAR FINANCIAL TO BE REZONED FROM RE-10 (RESIDENTIAL ESTATE 10) TO RE-5 (RESIDENTIAL ESTATE 5)



VICINITY MAP
N.T.S

Know what's below. Call 811 before you dig.

NOTICE!
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

REVISIONS

NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 North 200 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8307 Karl Rasmussen

PROPOSED ZONE CHANGE MAP FOR:
DESERT STAR FINANCIAL LLC
PARCEL: AV-1365-G, LOCATED AT IN SECTION 14, T43S, R11W, S.L.B.&M.
APPLE VALLEY, WASHINGTON COUNTY, UTAH

DATE: 3/17/2021
SCALE: 1"=250'
JOB NO. 250-013
SHEET NO. 1 OF 1

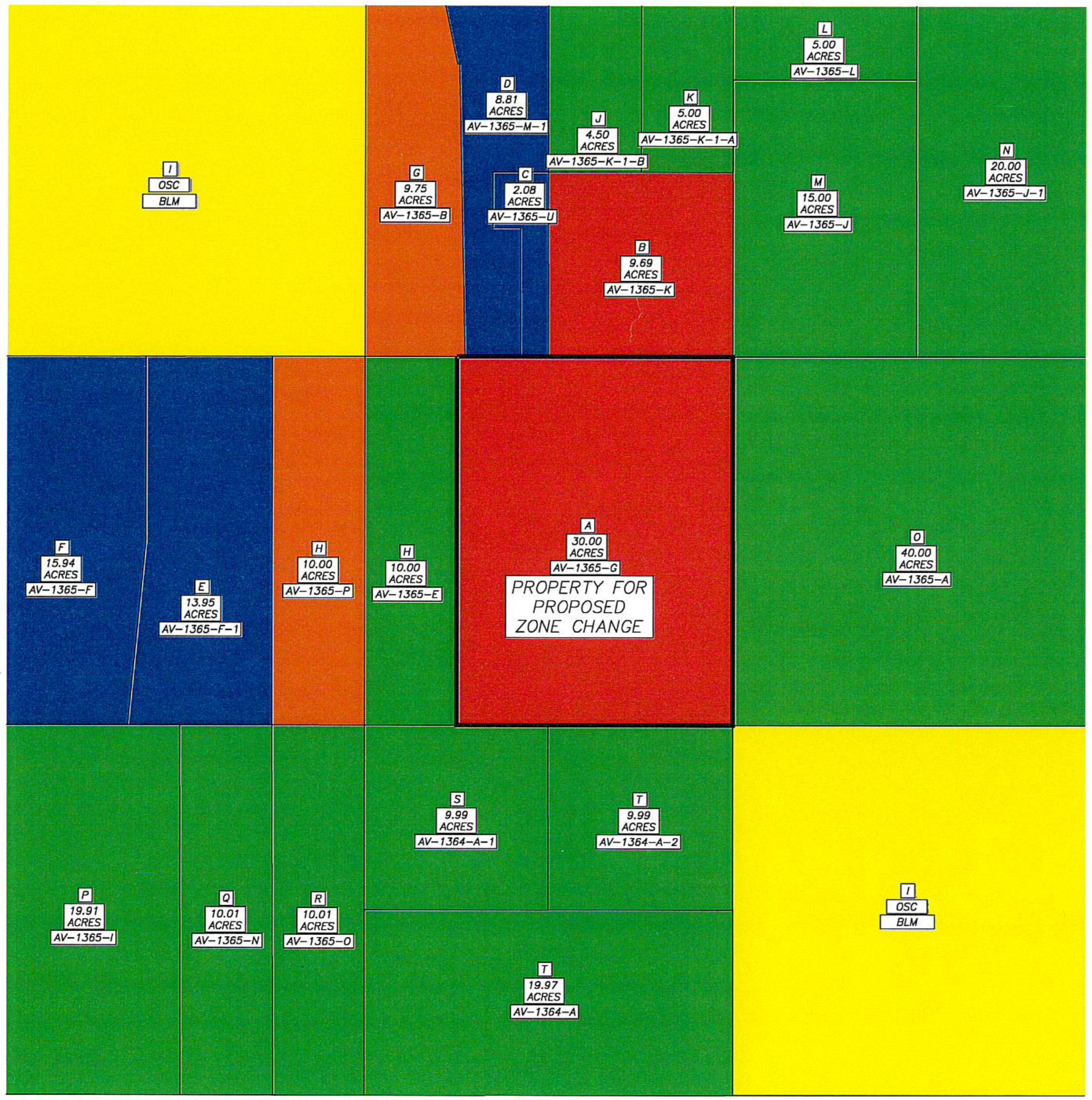
250-013 ZONE CHANGE

Item 6.

PROPOSED ZONE CHANGE MAP FOR:
DESERT STAR FINANCIAL LLC

PARCEL: AV-1365-G, LOCATED IN SECTION 14, T43S, R11W, S.L.B.&M.
APPLE VALLEY, WASHINGTON COUNTY, UTAH

N
250 0 250
SCALE IN FEET



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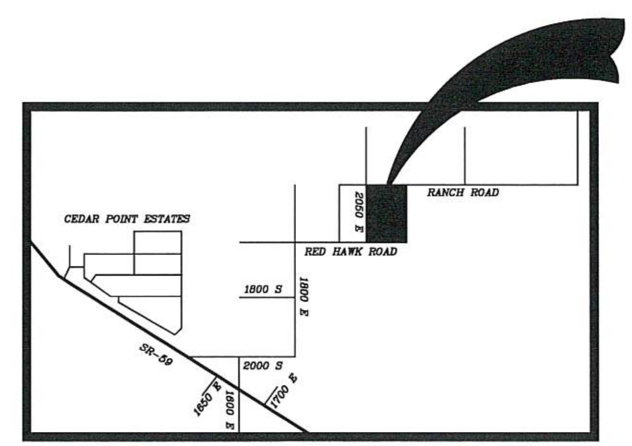
PROJECT LOCATION



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N.T.S

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REVISIONS
NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners

PROPOSED ZONE CHANGE MAP FOR:
DESERT STAR FINANCIAL LLC
PARCEL: AV-1365-G, LOCATED AT IN SECTION 14, T43S, R11W, S.L.B.&M.
APPLE VALLEY, WASHINGTON COUNTY, UTAH

DATE: 3/17/2021
SCALE: 1"=250'
JOB NO. 250-013
SHEET NO: 1 OF 1

250-013 ZONE CHANGE

$250.00 Filing

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

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501 + Acres: $10/Acre

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

Name: Jordan Holm		Phone: [redacted]	
Address: [redacted]		Email:	
City: [redacted]	State: ut		Zip: [redacted]
Agent: (If Applicable)		Phone: [redacted]	
Address/Location of Property: none		Parcel ID: AV-1311-U	
Existing Zone: ~~Residential~~ Single Family		Proposed Zone: Residential Estate	
Reason for the request: Change zoning for Building my Estate			

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

- [x] A. The name and address of every person or company the applicant represents
- [x] ~~B.~~ An accurate property map showing the existing and proposed zoning classifications
- [x] ~~C.~~ All abutting properties showing present zoning classifications
- [x] D. An accurate legal description of the property to be rezoned
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Official Use Only	
Date Received: 3/22/21	By: Taylor Pledger
Date Application Deemed Complete: 3/25/21	By: Taylor Pledger

ZONE CHA..GE APPLICATION - GENERAL INFORMATION

PURPOSE

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

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4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities police and fire protection, schools, storm water drainage systems water supplies and waste water and refuse collection

PROCESS

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

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

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

I (We) Jordan Holm, being duly sworn, deposed 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.

Jordan H
Property Owner

____
Property Owner

Subscribed and sworn to me this 9 day of March, 2021.

VICTORIA ESCOBAR
Notary Public · State of Utah
Comm. No. 716158
My Commission Expires on
Jan 15, 2025

Victoria Escobar
Notary Public

Residing in: Kanab, UT

My Commission Expires: JAN 15, 2025

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

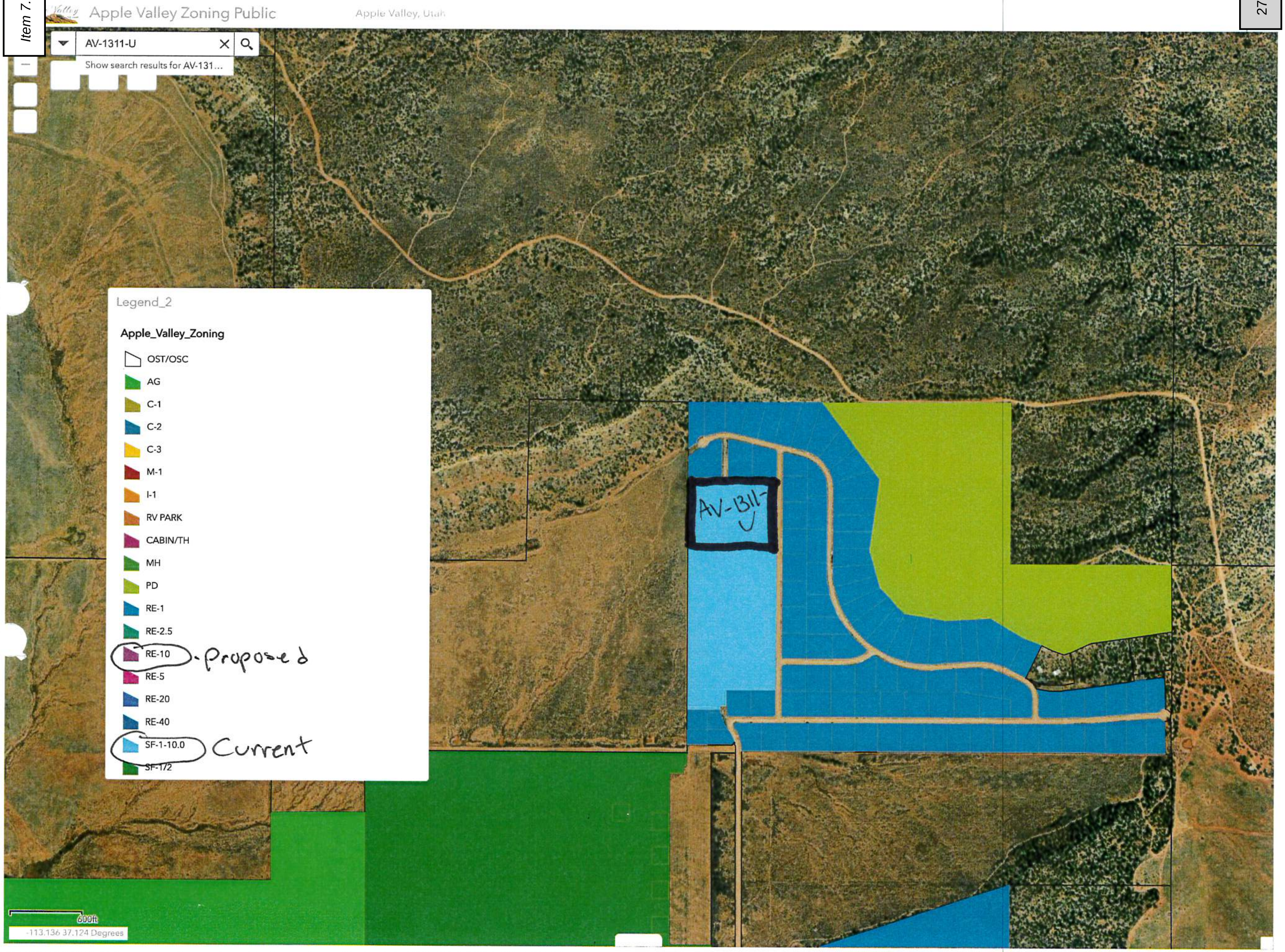
____
Property Owner

Subscribed and sworn to me this __________ day of ______________________, 20____.

____
Notary Public

Residing in: ______________________

My Commission Expires: ______________________


Apple Valley Zoning Public
Apple Valley, Utah
AV-1311-U
Show search results for AV-131...
Legend_2
Apple_Valley_Zoning
OST/OSC
AG
C-1
C-2
C-3
M-1
I-1
RV PARK
CABIN/TH
MH
PD
RE-1
RE-2.5
RE-10
-Proposed
RE-5
RE-20
RE-40
SF-1-10.0
Current
SF-1/2
AV-1311-U
600ft
-113.136 37.124 Degrees

Item 7.

...nt 0631070

Account Number 0631070
Parcel Number AV-1311-U
Tax District 45 - Apple Valley Town
Acres 10.15
Situs 0, 0
Legal S: 18 T: 42S R: 11W BEGINNING AT THE SOUTHWEST CORNER OF LOT 33, APPLE VALLEY RANCH SUBDIVISION GOOSEBERRY UNIT #1, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NO. 485280, SAID POINT THAT LIES NORTH 00°05'23" WEST ALONG THE QUARTER SECTION LINE 693.64 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 325.02 FEET; THENCE SOUTH 5.74 FEET TO THE SOUTHWEST CORNER OF LOT 34 OF SAID SUBDIVISION, THENCE EAST 400.00 FEET TO SOUTHEAST CORNER OF LOT 35 OF SAID SUBDIVISION, SAID POINT ALSO BEING THE WEST LINE OF PURPLE SAGE ROAD, THENCE SOUTH ALONG THE WEST LINE OF PURPLE SATE ROAD 607.87 FEET; THENCE WEST 724.06 FEET TO THE QUARTER SECTION LINE, THENCE NORTH 00°05'23" WEST ALONG SAID LINE 613.61 FEET TO THE POINT OF BEGINNING.

Parent Accounts 0358401
Parent Parcels 1311-C
C'ild Accounts 1066400
'd Parcels AV-1311-V
ıing Accounts
Sibling Parcels

Owner

Name [redacted]

Value

Market (2020)	$156,400
Taxable	$156,400

Tax Area: 45 **Tax Rate:** 0.009505

Type	Actual	Assessed	Acres
Non Primary Land	$156,400	$156,400	31.280

Transfers

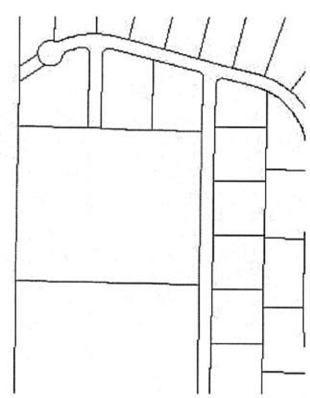
Entry Number	Recording Date	
00680802	03/31/2000 03:32:00 PM	B: 1364 P: 1804
00805047	02/21/2003 03:01:00 PM	B: 1524 P: 958
00807198	03/05/2003 01:41:00 PM	B: 1527 P: 1425
00953585	06/24/2005 04:04:00 PM	B: 1758 P: 2674
00957785	07/14/2005 02:40:00 PM	B: 1766 P: 1473
00957786	07/14/2005 02:41:00 PM	B: 1766 P: 1475
00983803	11/08/2005 02:55:00 PM	B: 1812 P: 53
20060028110	06/28/2006 01:53:40 PM	
20080005388	02/11/2008 09:27:02 AM	
20110008797	03/22/2011 04:24:38 PM	
20110031703	10/18/2011 02:16:28 PM	
20110031704	10/18/2011 02:16:28 PM	
20130020146	05/24/2013 11:39:18 AM	
20150006012	02/25/2015 10:09:41 AM	
20150006056	02/25/2015 12:43:51 PM	
20160028175	08/04/2016 02:44:57 PM	
20190000956	01/09/2019 11:15:43 AM	
20200020027	04/23/2020 03:22:58 PM	
20200020029	04/23/2020 03:22:58 PM	

c''

Tax Year	Taxes
2020	$1,486.58
2019	$1,533.19

Images

- GIS



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

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

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

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

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

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

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

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

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

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

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

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

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

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

BURNER KERRY & CHELSEY
AV-AVRG-1-31
72 S 250 W
LA VERKIN, UT 84745

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

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

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

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

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

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

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

HARTLE DONALD KIRK TR, ET AL
AV-AVRG-1-78
4728 JACE CANYON CT
LAS VEGAS, NV 89129

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

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

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

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

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

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

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

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

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

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

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

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

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

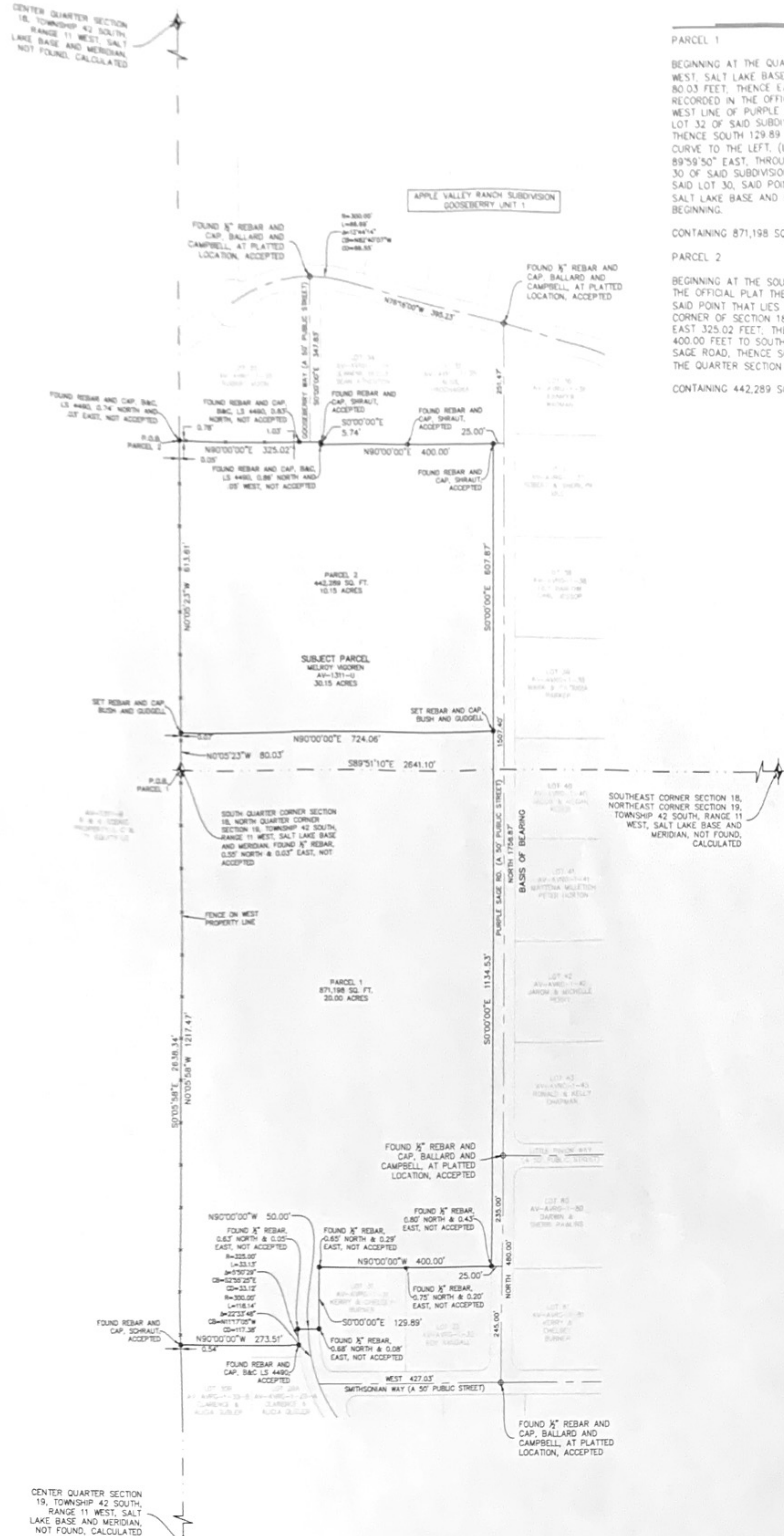
WRATHALL DON & LOUISE
AV-AVRG-1-48
3505 N BRONCO ST
LAS VEGAS, NV 89108

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

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

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

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



GRAPHIC SCALE

150 0 75 150 300

(IN FEET)
1 inch = 150 ft.

AS-SURVEYED DESCRIPTION

PARCEL 1

BEGINNING AT THE QUARTER SECTION CORNER COMMON TO SECTION 18 AND SECTION 19, OF TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°05'23" WEST ALONG THE QUARTER SECTION LINE 80.03 FEET; THENCE EAST 724.06 FEET TO THE WEST LINE OF APPLE VALLEY RANCH SUBDIVISION GOOSEBERRY UNIT #1, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NO. 485280, SAID POINT ALSO BEING THE WEST LINE OF PURPLE SAGE ROAD, AND RUNNING ALONG SAID LINE SOUTH 1134.53 FEET TO THE NORTHEAST CORNER OF LOT 32 OF SAID SUBDIVISION, THENCE WEST 400.00 FEET TO THE NORTHWEST CORNER OF LOT 31 OF SAID SUBDIVISION, THENCE SOUTH 129.89 FEET; THENCE WEST 50.00 FEET; THENCE SOUTHERLY ALONG A 325.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 02°55'25" EAST A DISTANCE OF 33.12 FEET), CENTER POINT LIES NORTH 89°59'50" EAST, THROUGH A CENTRAL ANGLE OF 05°50'29" A DISTANCE OF 33.13 FEET; TO THE NORTHEAST CORNER OF LOT 30 OF SAID SUBDIVISION, THENCE WEST ALONG THE NORTH LINE SAID LOT 30, 273.51 FEET TO THE NORTHWEST CORNER SAID LOT 30, SAID POINT ALSO BEING ON THE CENTER SECTION LINE OF SECTION 19, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 00°05'58" WEST ALONG SAID SECTION LINE 1217.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 871,198 SQUARE FEET OR 20.00 ACRES.

PARCEL 2

BEGINNING AT THE SOUTHWEST CORNER OF LOT 33, APPLE VALLEY RANCH SUBDIVISION GOOSEBERRY UNIT #1, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NO. 485280, SAID POINT THAT LIES NORTH 00°05'23" WEST ALONG THE QUARTER SECTION LINE 693.64 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 325.02 FEET; THENCE SOUTH 5.74 FEET TO THE SOUTHWEST CORNER OF LOT 34 OF SAID SUBDIVISION, THENCE EAST 400.00 FEET TO SOUTHEAST CORNER OF LOT 35 OF SAID SUBDIVISION, SAID POINT ALSO BEING THE WEST LINE OF PURPLE SAGE ROAD, THENCE SOUTH ALONG THE WEST LINE OF PURPLE SATE ROAD 607.87 FEET; THENCE WEST 724.06 FEET TO THE QUARTER SECTION LINE, THENCE NORTH 00°05'23" WEST ALONG SAID LINE 613.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 442,289 SQUARE FEET OR 10.15 ACRES

SURVEYOR'S CERTIFICATE

I, D. GREGG MEYERS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 312770 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 UTAH STATE CODE, AND HAVE VERIFIED ALL MEASUREMENTS AND PLACED MONUMENTS AS REPRESENTED ON THIS PLAT

PROFESSIONAL LAND SURVEYOR
LICENSE #312770
D. GREGG MEYERS
04/22/20
STATE OF UTAH

04-22-2020
DATE
BUSH AND GUDGELL INC.

D. Gregg Meyers
D. GREGG MEYERS
PROFESSIONAL LAND SURVEYOR
UTAH LICENSE NUMBER 312770

DEED DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF LOT THIRTY-THREE (33), APPLE VALLEY RANCH GOOSEBERRY UNIT 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, SAID POINT BEING NORTH 0°05'23" WEST ALONG THE QUARTER SECTION LINE 693.64 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 90°00'00" EAST, 325.02 FEET, THENCE SOUTH 0°00'00" WEST, 5.74 FEET; THENCE NORTH 90°00'00" EAST, 400.00 FEET TO THE WEST LINE OF PURPLE SAGE ROAD, THENCE SOUTH 0°00'00 WEST ALONG THE WEST LINE OF PURPLE SAGE ROAD 1742.40 FEET TO THE NORTHEAST CORNER OF LOT 32 OF SAID SUBDIVISION, THENCE SOUTH 90°00'00" WEST, 400.00 FEET TO THE NORTHWEST CORNER OF LOT 31 OF SAID SUBDIVISION; THENCE SOUTH 0°00'00" WEST, 129.89 FEET, THENCE SOUTH 90°00'00" WEST, 50.00 FEET TO THE POINT OF A CURVE TO THE LEFT WITH A RADIUS OF 325.00 FEET, THENCE ALONG THE ARC OF SAID CURVE 33.148 FEET TO THE NORTHEAST CORNER OF LOT 52 SAID SUBDIVISION; THENCE SOUTH 90°00'00" WEST, 273.51 FEET TO THE NORTHWEST CORNER OF LOT 30 OF SAID SUBDIVISION; THENCE NORTH 0°51'17" WEST, 1911.393 FEET TO THE POINT OF BEGINNING.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO REESTABLISHED THE BOUNDARY CORNERS AND DIVIDE THE PARCEL INTO TWO PARCELS. THE RECORD OF SURVEY BY MARK A. SCHRAUT WAS FOUND TO BE IN HARMONY WITH APPLE VALLEY RANCH SUBDIVISION GOOSEBERRY UNIT 1 ALONG THE NORTH, EAST AND SOUTH BOUNDARY OF THE SURVEYED PARCEL AND CONTROLLING ELEMENT FOR THIS SURVEY. THE SURVEY WAS PERFORMED AT THE REQUEST OF DAVID WILSON. THE BASIS OF BEARING FOR THIS SURVEY IS NORTH ALONG THE CENTER LINE OF PURPLE SAGE ROAD, BETWEEN CENTER LINE MONUMENTS, TYPE AND LOCATIONS OF WHICH ARE SHOWN ON THIS PLAT.

THE FOLLOWING DOCUMENTS OF RECORD WERE REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY. THERE MAY EXIST OTHER DOCUMENTS EITHER PRIVATE OR OF RECORD THAT WOULD AFFECT THIS SURVEY. ANY NEW EVIDENCE CONTRADICTORY TO THIS SURVEY SHOULD BE PRESENTED TO BUSH & GUDGELL, INC. FOR REVIEW AND CONSIDERATION.

WARRANTY DEED, ENTRY NO. 20160028175

APPLE VALLEY RANCH SUBDIVISION GOOSEBERRY UNIT 1, ENTRY NO. 485280

RECORD OF SURVEY, BY MARK A. SCHRAUT, ENTRY NO. RS005289_06

NOTES

1. NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. ALL COURSES SHOWN ARE RECORD INFORMATION TAKEN FROM DEED DESCRIPTION OR OFFICIAL MAPS OR PLATS OF RECORD. ALL OTHER COURSES ARE THE RESULT OF ACTUAL FIELD MEASUREMENTS.

LEGEND

- SPECIFIES FOUND SURVEY CONTROL MONUMENT AS SHOWN AND NOTED (CLASS 1, RING & LID).
- ALL BOUNDARY AND PROPERTY (LOT) CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED B & G, UNLESS OTHERWISE SPECIFIED ON THE PLAT.
- SECTIONAL MONUMENTATION (TYPE, LOCATION ETC. AS NOTED ON THE PLAT).
- SECTION LINE
- PARCEL BOUNDARY LINE
- ADJOINING BOUNDARY LINE
- EXISTING FENCE LINE

APPLE VALLEY PARCEL AV-1311-U LOT SPLIT

LOCATED IN
SOUTHEAST 1/4 OF SECTION 18 & NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN
PREPARED FOR:
DAVID WILSON

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com

Drawn: BRS Date: BRS/PAS
Email: GMEYERS@BUSHANDGUDGELL.COM
Checked: GM
Approved: GM
Scale: 1"=150'
Job No.: 201072

APPLE VALLEY PARCEL AV-1311-U LOT SPLIT
LOCATED IN
SE 1/4 OF SEC. 18 & NE 1/4 SEC. 19, T-42-S, R-11-W, SLB&M
APPLE VALLEY, UTAH
PREPARED FOR: DAVID WILSON

SHEET 1
1 SHEETS
FILE 201072

70th ANNIVERSARY

SOUTHERN UTAH TITLE

DOING GOOD DEEDS SINCE 1949

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

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

WARNING! DON'T BECOME A VICTIM OF FRAUD.

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

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

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

1. DEFINITIONS

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

5. **LIMITATIONS OF LIABILITY**

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

(i) comply with the Schedule B, Part I—Requirements;

(ii) eliminate, with the Company's written consent, any Schedule B, Part II— Exceptions; or

(iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance . This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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

70th ANNIVERSARY
SOUTHERN UTAH TITLE
DOING GOOD DEEDS SINCE 1949

SCHEDULE A

1. Commitment Date: January 19, 2021 at 7:00AM

2. Policy to be issued:
   (a)
   Proposed Insured: **(Open Country Construction)**
   Proposed Policy Amount: Premium:
   (b) ALTA Loan Policy
   Proposed Insured: **State Bank of Southern Utah**
   Proposed Policy Amount: **$165,000.00** Premium: **$620.00**

3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**.

4. The Title is, at the Commitment Date, vested in:
   Jordan Holm

5. The Land, situated in Washington County, Utah, is described as follows:

   See attached Exhibit A-Legal Description

Southern Utah Title (Kanab Office)

By: ______________________
Authorized Signatory

Authorized Agent for Insurer

OLD REPUBLIC
NATIONAL TITLE INSURANCE COMPANY

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

EXHIBIT A
Legal Description

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

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SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust to be insured.

2. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be $120.00.

3. Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B - Section 2 that are objectionable to the proposed insured.

4. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.

5. The documents creating the interest to be insured must be signed, delivered and recorded.

6. You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land described in this Commitment.

7. Upon receipt and review of the necessary information listed in these requirements and related to this transaction, we reserve the right to add requirements to this Schedule or add special exceptions in Schedule B - Section 2.

8. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.

9. This Company will require the following, if necessary, to insure a loan by or conveyance from, the entity named herein: A. A copy of the Partnership Agreement, Articles of Organization, Operating Agreement and Corporation Resolution, together with all supplements or amendments thereto. B. Evidence that the entity is in good standing in the State where it was formed. C. A copy of the Trust Agreement and any amendments thereto.

10. Require assessment check with the existing Municipality and proof or full satisfaction that all Special Improvement Districts and/or Special Service Districts affecting said property be paid in full or paid current.

11. Require satisfactory evidence that the Special Service District (SSD) and/or Special Improvement District (SID) shown on Schedule B - Section 2, be paid current and/or paid in full.

12. Release, Reconveyance, Satisfaction or Subordination of the Deed of Trust, and Signed Authorization to Close Account (where applicable) signed by the Trustor(s), recorded as Doc. No. 20200020028, as shown on Schedule B - Section 2.

13. Requirement to issue an ALTA Extended Coverage Policy of Title Insurance, a check of the State Construction Registry for filings of any notices must be completed prior to recording of the Deed of Trust and is subject to the findings thereof, additional exceptions and requirements may be added, require the following: 1) All SCR Preliminary Notice Lien Claimants be paid or provide satisfactory evidence of payment for work performed or material delivered. 2) All SCR Preliminary Notice Lien Claimants sign an Acceptance of Payment in Full/Lien Waiver. 3) Require Indemnity Agreements from the Seller and General Contractor 4) All SCR Preliminary Notice Lien Claimants file a withdrawal of Preliminary Notice.

14. Provide Insurer with a copy of the Certificate of Organization or Articles of Incorporation for Open Country Construction, together with the management/operating agreement and all amendments thereto, along with verification of good standing, prior to the close of escrow.

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

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SCHEDULE B, PART II
Exceptions

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

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

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be by an inspection of the land or which may be asserted by persons in possession, or claiming be in possession, thereof.

2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.

4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the records or attaching subsequent to the effective date hereof but prior to the date the proposed acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

9. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.

10. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said property.

11. Taxes for the current year 2021 which are liens, but not yet due or payable. (NOTE: Taxes for the year 2020, at $1,486.58, under Tax Serial No. AV-1311-U, Account No. 0631070, are PAID.)(Affects this and other property)

    [Note: The new 2021 Tax Serial No. for said property is AV-1311-V]

12. Less and Excepting therefrom all oil, gas and other mineral rights and rights thereto.

13. Liability to Assessments levied by Washington County for the Southeastern Special Service District for fire protection facilities and services, as disclosed by Resolution No. 668, dated November 10, 1997, recorded November 12, 1997, as Entry No. 582401, in Book 1149, at Page(s) 208-212, Official Washington County Records. (Affects this and other property)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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

15. Resolution No. 2011-25, dated September 1, 2011, creating the Big Plains Water and Sewer Special Service District, to provide water and sewerage services within said boundaries of the municipality of Apple Valley Town, as recorded October 18, 2011, as Doc. No. 20110031703, Official Washington County Records. (Affects this and other property)

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

16. Deed of Trust, dated April 22, 2020, executed by Jordan Holm, as TRUSTOR, to Southern Utah Title Company, as TRUSTEE, in favor of Melroy Robert Vigoren, as BENEFICIARY, to secure the payment of $172,000.00 and interest, recorded April 23, 2020, as Doc No. 20200020028, Official Washington County Records.

17. The only Conveying Deeds affecting said Land, which recorded within 24 months of the date of this report, are as follows:

    WARRANTY DEED
    Grantor: Melroy Robert Vigoren
    Grantee: Jordan Holm
    Recorded April 23, 2020, as Doc No. 20200020027, Official Washington County Records.

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

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

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OLD REPUBLIC TITLE

rev. 07/2016

FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

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

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

Questions	**Go to** www.oldrepublictitle.com (*Contact Us*)

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

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

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

Other Important Information

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

Affiliates Who May be Delivering This Notice

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

SOUTHERN UTAH TITLE COMPANY
July 1, 2001

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

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

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

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

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

Our Policies and Practices Regarding the Sharing of Your Personal Information

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

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

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

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

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

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

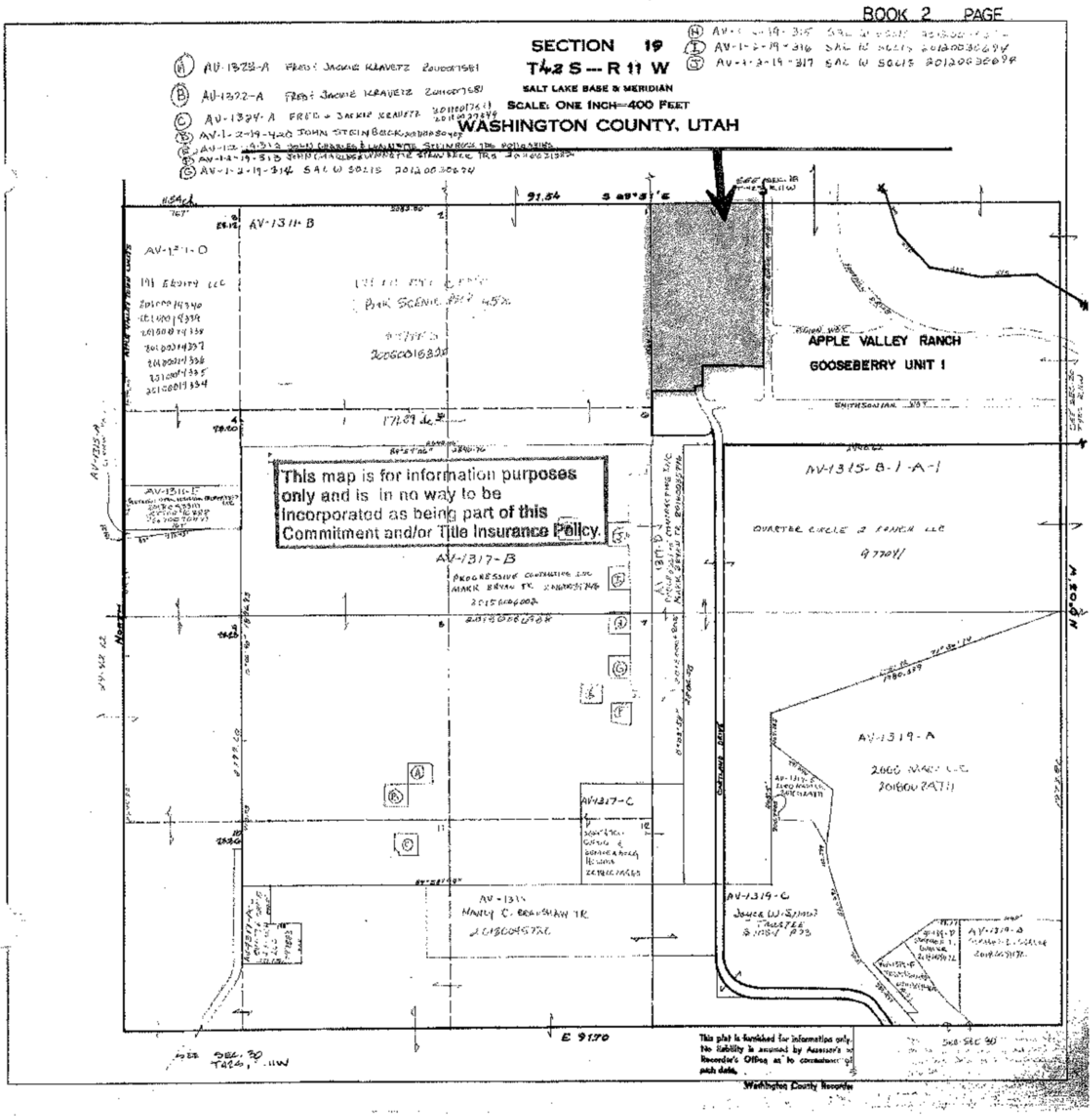
All requests must be made in writing to the following address:

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

Multiple Products or Services

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

Item 7.



BOOK 2 PAGE
SECTION 19
T42 S --- R 11 W
SALT LAKE BASE & MERIDIAN
SCALE: ONE INCH=400 FEET
WASHINGTON COUNTY, UTAH
This map is for information purposes only and is in no way to be incorporated as being part of this Commitment and/or Title Insurance Policy.
APPLE VALLEY RANCH
GOOSEBERRY UNIT 1
AV-1315-B-1-A-1
QUARTER CIRCLE Z RANCH LLC
AV-1317-B
AV-1319-A
AV-1317-C
AV-1319-C
AV-1311-B
AV-1311-D
E 91.70
This plat is furnished for information only. No liability is assumed by Assessor's and Recorder's Office as to correctness of such data.
Washington County Recorder

LOAN POLICY OF TITLE INSURANCE
Policy Number **LX-13547276**
Issued by Old Republic National Title Insurance Company

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 Section 17 of the Conditions.

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 Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk 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) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) 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 failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
   (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   (b) failure of any person or Entity to have authorized a transfer or conveyance;
   (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
   (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
   (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
   (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
   (g) a defective judicial or administrative proceeding.

10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
    (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
        (i) contracted for or commenced on or before Date of Policy; or
        (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
    (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
    (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
    (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
        (i) to be timely, or
        (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

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.

Issued through the Office of:

Southern Utah Title (Kanab Office)
(435) 644-5891
44 North Main
Kanab, UT 84741

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By C Monroe *President*

Attest David Wold *Secretary*

Southern Utah Title (Kanab Office)

By: Joseph McPhie
Authorized Signatory

POLICY OF TITLE INSUR Item 7.

Old Republic National Title Insurance Company

SCHEDULE A

File No. **37585-K** Policy No. **LX-13547276**
Loan No.: 5916804
Address Reference: (Not Yet Addressed / Unimproved Land), Apple Valley , Utah 84737

Amount of Insurance: **$162,400.00** Premium: **$620.00**

Date of Policy: **February 9, 2021 at 1:33:57 PM**

1. Name of Insured:

   State Bank of Southern Utah

2. The estate or interest in the land that is encumbered by the Insured Mortgage is: **FEE SIMPLE**

3. Title is vested in:

   Jordan Holm

4. The Insured Mortgage and its assignments, if any, are described as follows:

   Deed of Trust, dated January 27, 2021, executed by Jordan Holm, as TRUSTOR, in favor of State Bank of Southern Utah, as TRUSTEE and BENEFICIARY, to secure the payment of $162,400.00 and interest, recorded February 9, 2021, as Entry No. 20210009268, Official Washington County Records.

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

   See attached Exhibit A-Legal Description

* * *

Countersigned: Joseph McPhie **Southern Utah Title (Kanab Office)**

Authorized Officer or Agent

ALTA Loan/Construction Loan (6-17-06)
Schedule A
Form 1191-13

ORIGINAL

EXHIBIT A
Legal Description

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

***

SCHEDULE B
Exceptions

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

General (Standard) Exceptions

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

EXCEPTION NO(S) 1-7 are hereby omitted

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Special Exceptions

8. Taxes for the current year 2021 which are liens, but not yet due or payable. (Tax Serial No. AV-1311-U, Account No. 0631070. The new 2021 Tax Serial No. for said property is AV-1311-V]
9. Less and Excepting therefrom all oil, gas and other mineral rights and rights thereto.
10. Liability to Assessments levied by Washington County for the Southeastern Special Service District for fire protection facilities and services, as disclosed by Resolution No. 668, dated November 10, 1997, recorded November 12, 1997, as Entry No. 582401, in Book 1149, at Page(s) 208-212, Official Washington County Records. (Affects this and other property)
11. Liability to Assessments levied by the Town of Apple Valley for the "Apple Valley Special Assessment Area", as disclosed by Resolution No. R-2008-08 recorded September 2, 2008, as Doc. No. 20080034642, Official Washington County Records. (Affects this and other property)

SCHEDULE B - CONTINUED

12. 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.

***

EXCLUSIONS FROM COVERAGE

The following matters are expressly 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) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.
(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
(d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of :
   (i) the amount of the principal disbursed as of Date of Policy;
   (ii) the amount of the principal disbursed subsequent to Date of Policy;
   (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
   (iv) interest on the loan;
   (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
   (vi) the expenses of foreclosure and any other costs of enforcement;
   (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
   (viii) the amounts to pay taxes and insurance; and
   (ix) the reasonable amounts expended to prevent deterioration of improvements;

but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.

(e) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;

(B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;

(C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(D) successors to an Insured by its conversion to another kind of Entity;

(E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured, or

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;

(F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;

(ii) With regard to (A), (B), (C), (D) , and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.

(f) "Insured Claimant": An Insured claiming loss or damage.

(g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.

(h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(l) "Title": The estate or interest described in Schedule A.

(m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage 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 INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected 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 the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, 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, or other matter insured against by this policy that constitutes the basis of loss or damage and shall 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 Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall 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 shall have 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 stated causes of action. It shall not be 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 those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, 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 or the lien of the Insured Mortgage, 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 shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever 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 of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so 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. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters 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 Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. 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 this subsection, unless prohibited by law or governmental regulation, shall terminate 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 shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) To pay or tender payment of the Amount of Insurance under this policy together with 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; or

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security. Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or 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 other parties for or in the name of an Insured Claimant any claim insured against 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; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with 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 of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of

(i) the Amount of Insurance,

(ii) the Indebtedness,

(iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.

(c) The Company shall not be 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.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit 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.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

13. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, 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, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM

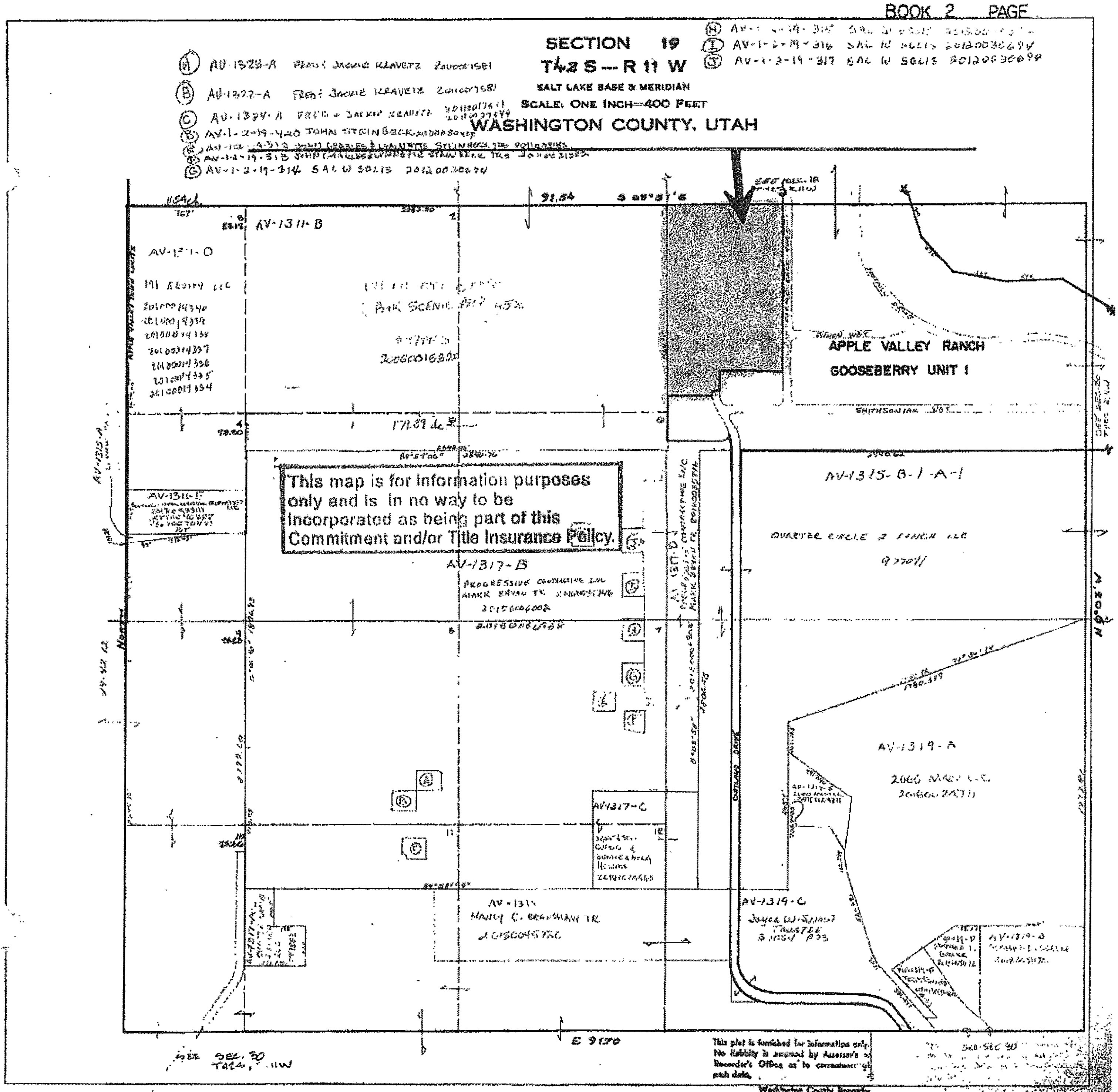
(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title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

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its 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 onl[y in a] state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT

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 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.


BOOK 2 PAGE
SECTION 19
T42 S — R 11 W
SALT LAKE BASE & MERIDIAN
SCALE: ONE INCH=400 FEET
WASHINGTON COUNTY, UTAH
AV-1311-B
AV-1317-B
AV-1315-B-1-A-1
QUARTER CIRCLE 2 RANCH LLC
AV-1319-A
AV-1319-C
AV-1317-C
AV-1318
APPLE VALLEY RANCH
GOOSEBERRY UNIT 1
This map is for information purposes only and is in no way to be incorporated as being part of this Commitment and/or Title Insurance Policy.
This plat is furnished for information only. No liability is assumed by Assessor's or Recorder's Office as to correctness of such data.
Washington County Recorder

PRELIMINARY PLAT APPLICATION

Town of Apple Valley
1777 North Meadowlark Dr.
Apple Valley, Utah 84737
(435)877-1190
Fax (435)877-1192

Fee: $1,500, Lot Split $250

For Office Use Only:
File No. ________________
Receipt No. ________________

Name: Wells Estate for TLW Investments LLC **Telephone:** 208-589-5407

Address: 1363 N Rome Way, Apple Valley, UT, 84737 **Fax No.** N/A

Email: libbywells@infowest.com

Agent (If Applicable): Craig Coats (Alliance Consulting) **Telephone:** 435-673-8060

Address/Location of Subject Property: NW 1/4 section 29, T-42S R-11W, S.L.B&M

____

Tax ID of Subject Property: Tax ID **Zone District:** RE 1 & RE 2.5

Proposed Use: (Describe, use extra sheet if necessary) Residential

____

Submittal Requirements: The preliminary plat application shall provide the following:

______1. Description: In a title block located in the lower right-hand corner of the sheet the following is required:

- ✓ a. The proposed name of the subdivision.
- ✓ b. The location of the subdivision, including the address and section, township and range.
- ✓ c. The names and addresses of the owner or subdivider, if other than the owner.
- ✓ d. Date of preparation, and north point.
- ✓ e. Scale shall be of sufficient size to adequately describe in legible form, all required conditions of Chapter 39, City Subdivision regulations.

______2. Existing Conditions: The preliminary plat shall show:

- ✓ a. The location of the nearest monument.
- ✓ b. The boundary of the proposed subdivision and the acreage included.
- ✓ c. All property under the control of the subdivider, even though only a portion is being subdivided. (Where the plat submitted covers only a part of the subdivider's tract, a sketch of the prospective street system of the unplatted parts of the subdivider's land shall be submitted, and the street system of the part submitted shall be considered in light of existing Master Street Plan or other Commission studies.)
- ✓ d. The location, width and names/numbers of all existing streets within two hundred (200) feet of the subdivision and of all prior streets or other public ways, utility rights of way, parks and other public open spaces, within and adjacent to the tract.
- ✓ e. The location of all wells and springs or seeps, proposed, active and abandoned, and of all reservoirs or ponds within the tract and at a distance of at least one hundred feet (100') beyond the tract boundaries.
- ✓ f. Existing sewers, water mains, culverts or other underground facilities within the tract, indicating the pipe sizes, grades, manholes and the exact locations.

✓ g. Existing ditches, canals, natural drainage channels and open waterways and any proposed realignments.

✓ h. Contours at vertical intervals not greater than five (5) feet.

✓ i. Identification of potential geotechnical constraints on the project site (such as expansive rock and soil, collapsible soil, shallow bedrock and caliche, gypsiferous rock and soil, potentially unstable rock or soil units including fault lines, shallow groundwater, and windblown sand) and recommendations for their mitigation.

✓ j. Information on whether property is located in desert tortoise take area

(Preliminary Plat Application – Page 2)

______3. Proposed Plan: The subdivision plans shall show:

✓ a. The layout of streets, showing location, widths, and other dimensions of proposed streets, crosswalks, alleys and easements.

✓ b. The layout, numbers and typical dimensions of lots.

✓ c. Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision.

✓ d. Easements for water, sewers, drainage, utilities, lines and other purposes.

✓ e. Typical street cross sections and street grades where required by the Planning Commission. (All street grades over 5% should be noted on the preliminary plat)

✓ f. A tentative plan or method by which the subdivider proposes to handle the storm water drainage for the subdivision.

✓ g. Approximate radius of all center line curves on highways or streets.

✓ h. Each lot shall abut a street shown on the subdivision plat or on an existing publicly-dedicated street. (Double frontage or flag lots shall be prohibited except where conditions make other design undesirable)

✓ i. In general, all remnants of lots below minimum size left over after subdividing of a larger tract must be added to adjacent lots, rather than allow to remain as unusable parcels.

✓ j. Where necessary, copies of any agreements with adjacent property owners relevant to the proposed subdivision shall be presented to the Planning Commission.

_____k. A letter from both the local sanitary sewer provider and culinary water provider indicating

Rod Mills said he'd have a will serve letter to us this week.

... yes show possible phasing lines.

... viding non-discriminatory access to the subdivision for ... ications infrastructure, and for purposes of placement of

______4

... ngs

... 1 x 17 inch sheets. (8 ½ x 11 is acceptable if the project is ... that size).

5 ... other document (see attached Affidavit) showing ... property

NOTE: ... tion noted above is submitted with the application. An inc... or Planning Commission consideration. A deadline missed ... result in a month's delay. Planning Commission meeting ... ourth Wednesday of each month at 6:00 p.m. The deadline to submit an application to be placed on an agenda is no later than <u>12:00 noon</u> 10 full business days before the Planning Commission meeting at which you plan for your application to be heard.

****

(Office Use Only)

The Planning Commission makes a recommendation to the Town Council, so there is no appeal. The Town Council's action on a preliminary plat is final unless appealed to the appropriate court.

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
:ss
COUNTY OF Wash.)

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

(Property Owner)

H. Elizabeth Wells
(Property Owner)

Subscribed and sworn to me this 18 day of March 2021

(Notary Public)

NOTARY PUBLIC
CRAIG A COATS
712254
MY COMMISSION EXPIRES
JULY 05, 2024
STATE OF UTAH

Residing in: Wash. Co.

My Commission Expires: July 5 2024

AGENT AUTHORIZATION

I (we), Travis Wells, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Alliance Consulting 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)

H. Elizabeth Wells
(Property Owner)

Subscribed and sworn to me this 18 day of March 2021

(Notary Public)

Residing in: Wash. Co.

My Commission Expires: July 5, 2024

NOTARY PUBLIC
CRAIG A COATS
712254
MY COMMISSION EXPIRES
JULY 05, 2024
STATE OF UTAH

Date Received: 3/25/21 Application Complete: YES [X] NO [ ]

Date application deemed to be complete: 3/25/21 Completion determination made by: TP

PRELIMINARY PLAT APPLICATION page 3 (General Information)

PURPOSE
The preliminary plat application is the first step in land development process in those instances where land is divided for eventual sale. The process is established to insure that all proposed divisions of land conform to the Town General Plan and to adopted development standards of the Land Use Ordinance.

WHEN REQUIRED
The preliminary plat is required any time land is to be divided, re-subdivided or proposed to be divided into two (2) or more lots, parcels, sites, units, plots or other division of land for the purpose, whether immediate or future, for offer, sale, lease or development either on installment plan or upon any and all other plans, terms and conditions. It is not required on agricultural divisions where the agricultural parcel is divided to be combined with another agricultural parcel, nor is it required when two un-subdivided properties are merged, or where the boundary between two un-subdivided properties are adjusted.

The preliminary plat must be approved before a final plat can be processed and recorded.

Subdivision approval process:

- Determine current zoning for property.
- If zoning fits desired subdivision, meet with Planning staff to discussed the proposed project.
- Obtain a preliminary plat application form and complete the application and have a plat prepared by an engineer to meet the requirements on the preliminary plat application.
- Submit completed application, preliminary plat, and required fee to Planning Department before noon on the Wednesday two weeks before desired Planning Commission meeting. (see submittal dates sheet)
- Appear at the scheduled Planning Commission meeting to discuss preliminary plat, hear comments, answer questions, and receive recommendation of approval or disapproval from Planning Commission.
- Appear at the next scheduled Town Council meeting that occurs after the Planning Commission meeting at which a recommendation was received. Hear Town Council comments, answer questions, and receive Town Council decision Town Council can approve the plat with conditions, recommend changes and send it back to the Planning Commission, or deny the plat.

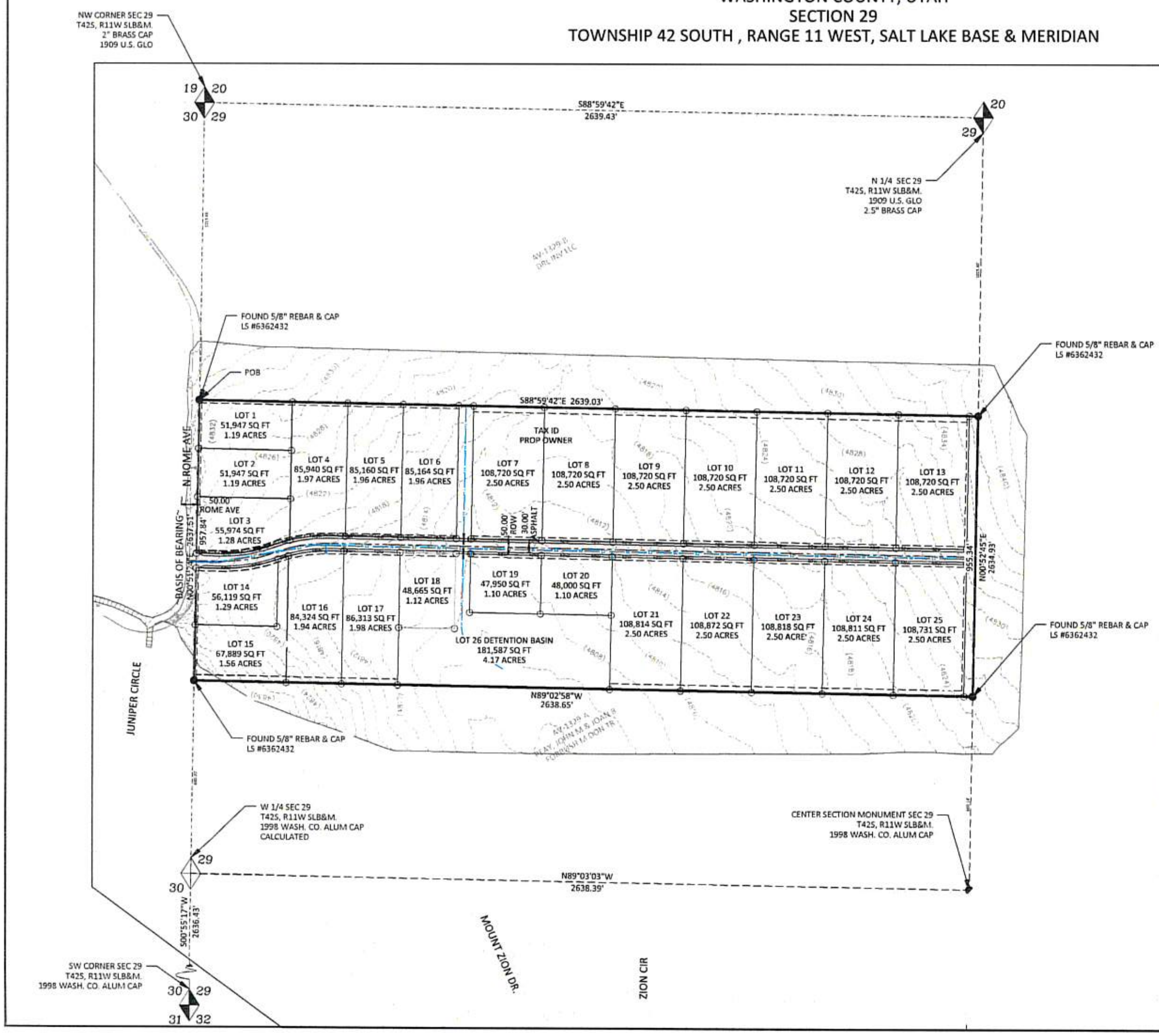
If the preliminary plat is approved, have construction drawings for utilities and streets prepared by an engineer according to the Town standards. Construction drawings must be approved by the Planning and Zoning department, Town Engineer, Rocky Mountain Power, Southwest Public Health Department and Big Plains Water and Sewer Special Service District. Approval means changes are made and all required signatures are obtained.

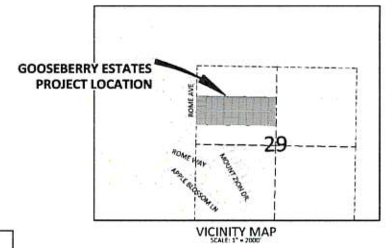
Once the preliminary plat is approved by the Town Council, the applicant has one year after receiving approval of the preliminary plat to submit the final plat to the Planning Commission for action. The Planning Commission may authorize a one-year time extension, provided the extension request is made before the one year time limit is reached. The Planning Commission will review and make recommendation to the Town Council on the final plat when submitted. The Town Council will typically review the Planning Commission recommendation within 1-2 weeks after the Commission action on the final plat.

APPEALS

PRELIMINARY PLAT FOR WELLS ESTATES

APPLE VALLEY
WASHINGTON COUNTY, UTAH
SECTION 29
TOWNSHIP 42 SOUTH , RANGE 11 WEST, SALT LAKE BASE & MERIDIAN





VICINITY MAP
SCALE: 1" = 2000'

LEGEND

- FOUND SECTION CORNER MONUMENTATION AS DESCRIBED
- NOT FOUND SECTION CORNER MONUMENTATION
- POINT NOT FOUND OR SET
- POINT MARKER SHOWN AS DESCRIBED
- SECTION LINES
- 1/4 SECTION LINES
- PLAT BOUNDARY
- EASEMENT (AS DESCRIBED)
- EXISTING WATER LINE
- EXISTING UNDERGROUND POWER
- EXISTING FIRE HYDRANT
- PROPOSED CULVERT
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED ASPHALT
- PROPOSED GRAVEL SHOULDER
- ROADWAY CROSS SECTION ANNOTATION (SEE PAGE 2)

LEGAL DESCRIPTION

Beginning at a point which is South 00°51'24" West 1019.46 feet along the West Section from the Northwest Corner of Section 29, Township 42 South, Range 11 West of the Salt Lake Base and Meridian and running thence South 88°59'42" East 2639.03 feet to the center section line of said Section 29; thence along said center section line South 00°52'45" West 955.34 feet to the North line of the South 40.0 acres (as Measured along the South Line) of the said Northwest Quarter of Section 29; thence along said North line of the South 40.0 acres North 89°02'58" West 2638.65 feet to the West Section line of said Section 29; thence along said West Section line North 00°51'24" East 957.84 feet to the point of beginning Northwest 1/4 of Section 29, T42S R11W, SLB&M

Contains 2,524,285 sq.ft. 57.95 acres.

GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.

Date: 3-16-21

REVISIONS

No.	Date	by	Description

File Name
Apple Valley 56 Acre Preliminary Plat.dwg

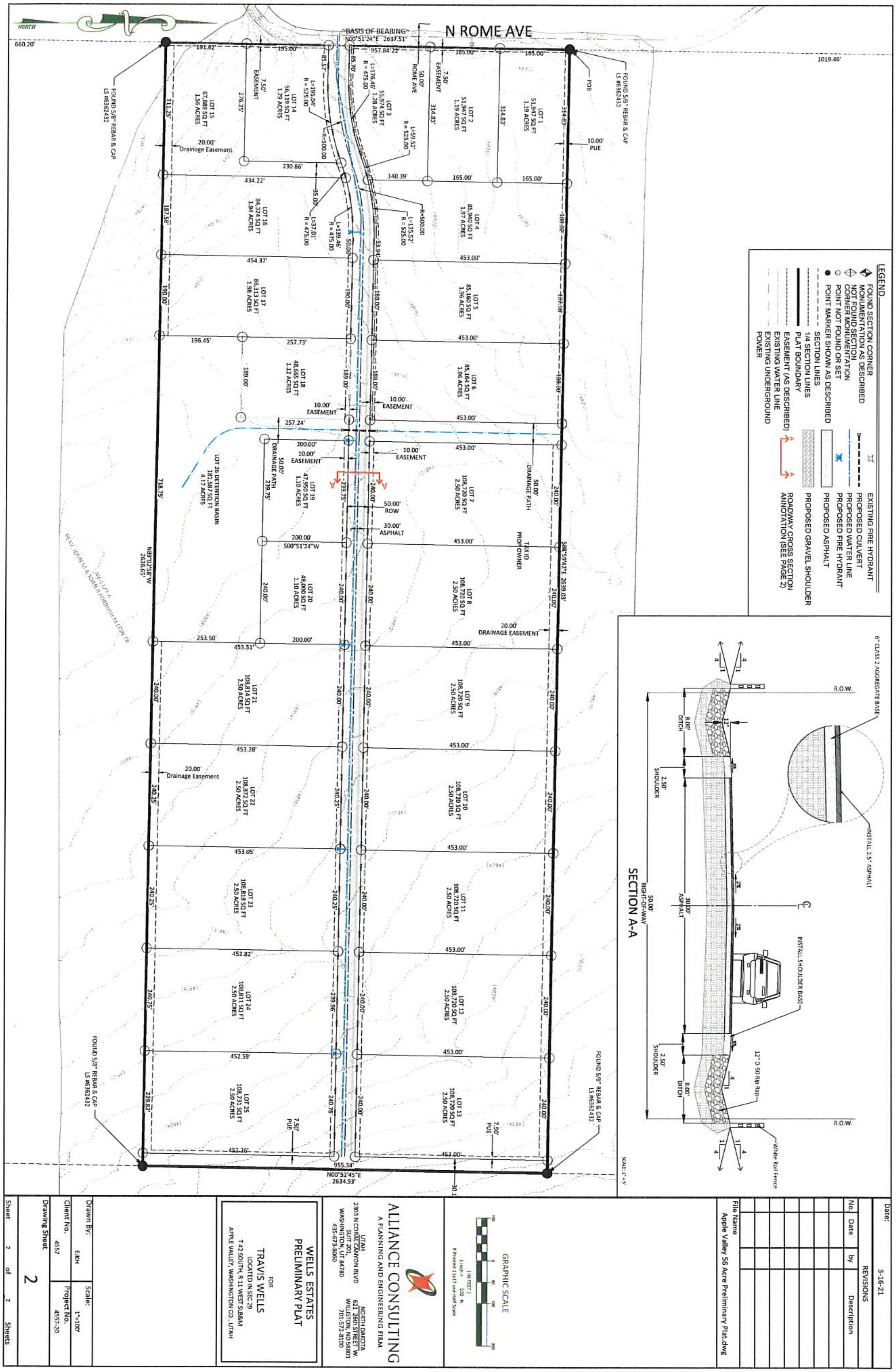
GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
If Printed 11x17 use Half Scale

ALLIANCE CONSULTING
A PLANNING AND ENGINEERING FIRM

UTAH	NORTH DAKOTA
2303 N CORAL CANYON BLVD SUIT 201, WASHINGTON, UT 84780 435-673-8060	621 26th STREET W. WILLISTON, ND 58801 701-572-8100

WELLS ESTATES
PRELIMINARY PLAT
FOR
TRAVIS WELLS
LOCATED IN SEC 29
T 42 SOUTH, R 11 WEST SLB&M
APPLE VALLEY, WASHINGTON CO., UTAH

Drawn By: EJKH	Scale: 1"=200'
Client No. 4557	Project No. 4557-20
Drawing Sheet 1	
Sheet 1 of 2 Sheets	



NORTH
N ROME AVE
BASIS OF BEARING N00°51'24"E 2637.51'
LOT 1 51,947 SQ FT 1.19 ACRES
LOT 2 51,947 SQ FT 1.19 ACRES
LOT 3 55,974 SQ FT 1.28 ACRES
LOT 4 85,940 SQ FT 1.97 ACRES
LOT 5 85,160 SQ FT 1.96 ACRES
LOT 6 85,164 SQ FT 1.96 ACRES
LOT 7 108,720 SQ FT 2.50 ACRES
LOT 8 108,720 SQ FT 2.50 ACRES
LOT 9 108,720 SQ FT 2.50 ACRES
LOT 10 108,720 SQ FT 2.50 ACRES
LOT 11 108,720 SQ FT 2.50 ACRES
LOT 12 108,720 SQ FT 2.50 ACRES
LOT 13 108,720 SQ FT 2.50 ACRES
LOT 14 56,119 SQ FT 1.29 ACRES
LOT 15 67,888 SQ FT 1.56 ACRES
LOT 16 84,324 SQ FT 1.94 ACRES
LOT 17 86,313 SQ FT 1.98 ACRES
LOT 18 48,665 SQ FT 1.12 ACRES
LOT 19 47,950 SQ FT 1.10 ACRES
LOT 20 48,000 SQ FT 1.10 ACRES
LOT 21 108,814 SQ FT 2.50 ACRES
LOT 22 108,872 SQ FT 2.50 ACRES
LOT 23 108,818 SQ FT 2.50 ACRES
LOT 24 108,811 SQ FT 2.50 ACRES
LOT 25 108,731 SQ FT 2.50 ACRES
LOT 26 DETENTION BASIN 181,587 SQ FT 4.17 ACRES
FOUND 5/8" REBAR & CAP LS #6362432
POB
10.00' PUE
20.00' Drainage Easement
50.00' DRAINAGE PATH
20.00' DRAINAGE EASEMENT
50.00' ROW
30.00' ASPHALT
TAX ID PROPOWNER
S88°59'42"E 2639.03'
N89°02'58"W 2638.65'
N00°52'45"E 2634.93'
LEGEND
FOUND SECTION CORNER MONUMENTATION AS DESCRIBED
NOT FOUND SECTION CORNER MONUMENTATION
POINT NOT FOUND OR SET
POINT MARKER SHOWN AS DESCRIBED
SECTION LINES
1/4 SECTION LINES
PLAT BOUNDARY
EASEMENT (AS DESCRIBED)
EXISTING WATER LINE
EXISTING UNDERGROUND POWER
EXISTING FIRE HYDRANT
PROPOSED CULVERT
PROPOSED WATER LINE
PROPOSED FIRE HYDRANT
PROPOSED ASPHALT
PROPOSED GRAVEL SHOULDER
ROADWAY CROSS SECTION ANNOTATION (SEE PAGE 2)
SECTION A-A
6" CLASS 2 AGGREGATE BASE
INSTALL 2.5" ASPHALT
INSTALL SHOULDER BASE
12" D-50 Rip Rap
White Rail Fence
R.O.W.
8.00' DITCH
2.50' SHOULDER
30.00' ASPHALT
50.00' RIGHT-OF-WAY
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
Date: 3-16-21
REVISIONS
No. Date by Description
File Name Apple Valley 56 Acre Preliminary Plat.dwg
ALLIANCE CONSULTING
A PLANNING AND ENGINEERING FIRM
UTAH 2303 N CORAL CANYON BLVD SUIT 201 WASHINGTON, UT 84780 435-673-8060
NORTH DAKOTA 621 26th STREET W WILLISTON, ND 58801 701-572-8100
WELLS ESTATES PRELIMINARY PLAT
FOR TRAVIS WELLS
LOCATED IN SEC 29 T 42 SOUTH, R 11 WEST SLB&M APPLE VALLEY, WASHINGTON CO., UTAH
Drawn By: EKH
Scale: 1"=100'
Client No. 4557
Project No. 4557-20
Drawing Sheet 2
Sheet 2 of 2 Sheets

Craig Coats

From:	Rod Mills <RodMills@GallowayUS.com>
Sent:	Saturday, March 6, 2021 11:21 AM
To:	Craig Coats
Cc:	Boyd Preece; Tom Brown; 'Harold Merritt'; Dale Harris
Subject:	RE: Travis Wells Subdivision (Gooseberry Estate Preliminary Plat)

Thank you. I will get into the BPWSSSD Coordination. We will need to do modeling and a submittal to DDW. I see 12" WL which is good. The requirements for off site improvements to support this proposal are not known yet. If any are needed they can be accounted for as proportional credits again the system as an enhancement. We will try and get a handle on any such items as soon as possible. Often, for the District, a simple Development Agreement is what we use to clarify specific points for everyone's understanding. District cost for review and processing are not charged as a fixed fee but rather as a cost of service consistent with State Code.
Thank you again for making this available to me today.

PS Because of the length of the dead end line we may need to add a blow off or reconfigure the hydrant locations. This will be coordinated with our system operator if it hasn't already. Don't do any changes just yet. One more thought- we have a subdivision which is named Gooseberry. But I don't know if it is officially Gooseberry Estates.

Galloway

Rod
Mills, PE

UTAH REGIONAL BUSINESS DEVELOPMENT MANAGER

2015 W. Grove Parkway, Suite H
Pleasant Grove, UT 84062
O 385.248.0460 **C** 801.918.7203
RodMills@GallowayUS.com
GallowayUS.com

COLORADO | CALIFORNIA | UTAH
Nationally Recognized. Locally Preferred.

From: Craig Coats <ccoats@allianceconsulting.us>
Sent: Saturday, March 6, 2021 6:26 AM
To: Rod Mills <RodMills@GallowayUS.com>
Subject: Travis Wells Subdivision (Gooseberry Estate Preliminary Plat)

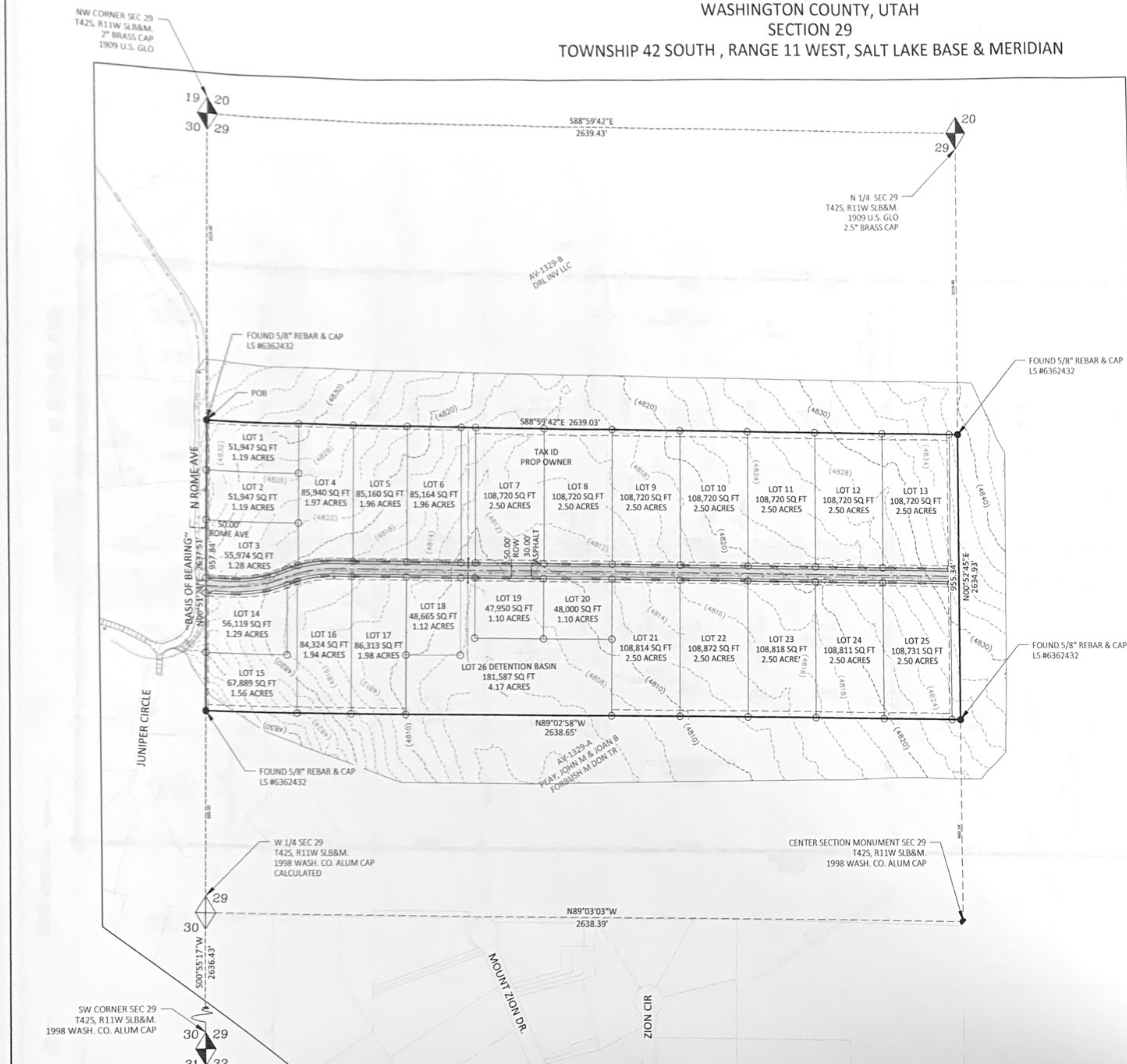
Rod
Thanks for contacting my yesterday. Here is the preliminary plat for Travis Wells. We are calling it Gooseberry Estates. We are proposing 25 lots on 58 acres.

Please let us know if you have any questions. You may call anytime.

Thanks

PRELIMINARY PLAT FOR WELLS ESTATES

APPLE VALLEY
WASHINGTON COUNTY, UTAH
SECTION 29
TOWNSHIP 42 SOUTH , RANGE 11 WEST, SALT LAKE BASE & MERIDIAN



VICINITY MAP
SCALE 1" = 2000'

LEGEND

FOUND SECTION CORNER MONUMENTATION AS DESCRIBED	EXISTING FIRE HYDRANT
NOT FOUND SECTION CORNER MONUMENTATION	PROPOSED CULVERT
POINT NOT FOUND OR SET	PROPOSED WATER LINE
POINT MARKER SHOWN AS DESCRIBED	PROPOSED FIRE HYDRANT
SECTION LINES	PROPOSED ASPHALT
1/4 SECTION LINES	PROPOSED GRAVEL SHOULDER
PLAT BOUNDARY	
EASEMENT (AS DESCRIBED)	ROADWAY CROSS SECTION ANNOTATION (SEE PAGE 2)
EXISTING WATER LINE	
EXISTING UNDERGROUND POWER	

LEGAL DESCRIPTION

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Contains 2,524,285 sq.ft. 57.95 acres.

GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.

NORTH

Date: 3-16-21

REVISIONS

No.	Date	by	Description

File Name
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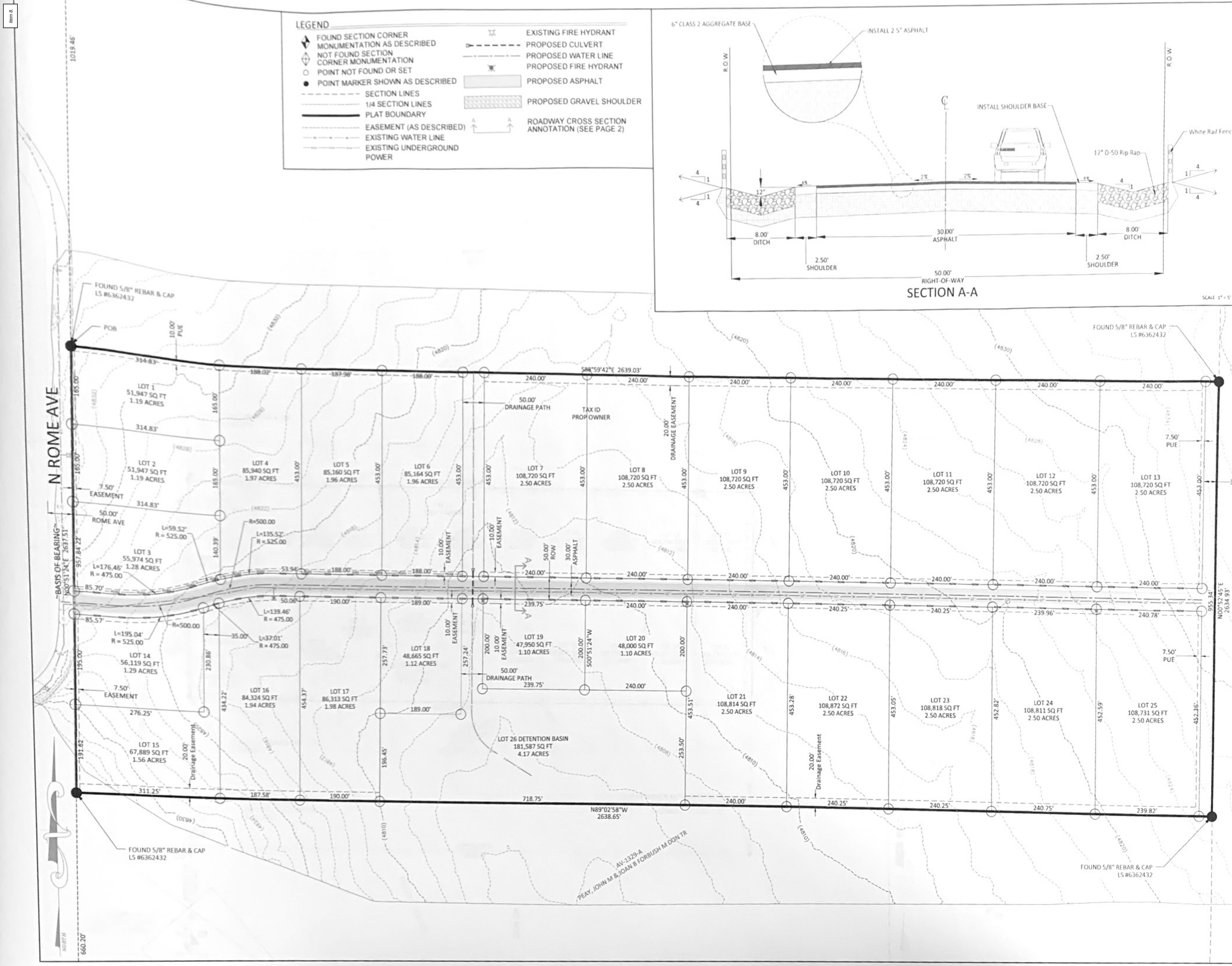
WELLS ESTATES
PRELIMINARY PLAT

FOR
TRAVIS WELLS
LOCATED IN SEC 29
T 42 SOUTH, R 11 WEST SLB&M
APPLE VALLEY, WASHINGTON CO., UTAH

Drawn By: EJKH	Scale: 1"=200'
Client No. 4557	Project No. 4557-20
Drawing Sheet 1	
Sheet 1 of 2 Sheets	



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WELLS ESTATES
PRELIMINARY PLAT

FOR
TRAVIS WELLS
LOCATED IN SEC 29
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APPLE VALLEY, WASHINGTON CO., UTAH

Drawn By: EJKH	Scale: 1"=100'
Client No. 4557	Project No. 4557-20
Drawing Sheet 2	
Sheet 2 of 2 Sheets	

DOC ID 20210002782

Warranty Deed Page 1 of 3
Gary Christensen Washington County Recorder
01/13/2021 03:17:11 PM Fee $40.00 By GT TITLE SERVICES

MAIL TAX NOTICES TO GRANTEE(S) AT:
1363 NORTH ROME WAY, APPLE VALLEY, UTAH 84737

GT TITLE
File No. W39905

Tax ID No(s).: **AV-1329**

WARRANTY DEED

CEDAR VISTA LLC, a UTAH limited liability company (hereafter referred to as "*Grantor*"), in exchange for good and valuable consideration, hereby conveys and warrants to

TLW INVESTMENTS LLC

of **WASHINGTON** County, State of **Utah** (hereafter "*Grantee*"),

the certain real property located in **WASHINGTON** County, Utah, which is described as follows:

See Attached Exhibit "A"

(Street Address(es) (if any) for Reference Purposes):
VACANT LAND, ST GEORGE, UT 84790

Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to general property taxes for the current year and thereafter.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he/she has been fully authorized and empowered, by proper action of the governing body of Grantor, to execute and deliver this deed; that Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

Witness the hand of Grantor this 17 day of DECEMBER, 2020.

CEDAR VISTA LLC

By: ______________________
JOHN BAGLEY, MANAGER

STATE OF UTAH
)ss.
COUNTY OF **WASHINGTON**)

On this 17 day of December, 2020, personally appeared before me **JOHN BAGLEY,** who stated that he/she is the **MANAGER of CEDAR VISTA LLC**, the named Grantor of the within instrument, proved on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to this instrument, and duly acknowledged that he/she/they executed this instrument in his/her authorized capacity on behalf of said company, intending to be legally bound. Witness my hand and official seal.

JUSTIN GEE
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 706861
COMM. EXP. 06-18-2023

____
NOTARY PUBLIC

File Number: W39905
County Parcel Number(s) (For Reference Purposes Only):
AV-1329

EXHIBIT "A"

THE NORTHWEST QUARTER, LESS AND EXCEPTING THE SOUTH 40.00 ACRES, (AS MEASURED ALONG THE SOUTH LINE) OF THE NORTHWEST QUARTER OF SECTION OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN;

ALSO LESS AND EXCEPTING THE FOLLOWING: BEGINNING 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; THENCE NORTH 89°57'52" WEST 2639.41 FEET TO A POINT ON THE SECTION LINE; THENCE NORTH 0°06'46" WEST ALONG THE SECTION LINE 1019.60 FEET TO THE POINT OF BEGINNING.

Item 8.

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: CEDAR VISTA LLC
Grantee: TLW INVESTMENTS LLC
Tax ID Number(s): AV-1329

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 — Proceed to Section

1 ☒ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed. — A
2 ■ Only a portion of Grantor's water rights are being conveyed. — B
(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. — C
4 ☐ Water rights are being conveyed by separate deed. — C

Section		Important Notes (see other side)
A	The water right(s) being conveyed include Water Right No(s). 81-4536 along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights. *(Proceed to Section C)*	N1 N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply) ☐ All of Water Right No(s). ______ ☑ 17.46 acre-feet from Water Right No. 81-4536 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 ____ share(s) of stock in the following water company: ______ ☐ Culinary water service is provided by: ______ ☐ Outdoor water service is provided by: ______ ☐ There is no water service available to Grantor's Parcel(s). ☐ Other water related disclosures: ______	N6 N7 N8 N9 N10
	Attach and sign additional copies of this form if more space is needed.	

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

Grantor's Signature: ______
Grantee's Acknowledgment of Receipt: ______
Grantee's Mailing Address: 1363 NORTH ROME WAY, APPLE VALLEY, UTAH 84737

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