TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, September 25, 2024 at 6:00 PM

AGENDA

Notice is given that a meeting of the Town Council of the Town of Apple Valley will be held on **Wednesday, September 25, 2024**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Mayor| Michael Farrar
Council Members | Kevin Sair | Janet Prentice | Annie Spendlove | Scott Taylor

Please be advised that the meeting will be held electronically and broadcast via Zoom. Persons allowed to comment during the meeting may do so via Zoom. Login to the meeting by visiting:
https://us02web.zoom.us/j/82661513795
if the meeting requests a password use 1234
To call into meeting, dial (253) 215 8782 and use Meeting ID 826 6151 3795

CALL TO ORDER
PLEDGE OF ALLEGIANCE
PRAYER
ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

MAYOR'S TOWN UPDATE

1. Lot Split Application_AV-1365-N_Izaak McHenry_Todd Chamberlain

PUBLIC COMMENTS: 3 MINUTES EACH - DISCRETION OF MAYOR FARRAR

DISCUSSION AND ACTION

2. Attorney Engagement Scope.
3. Oculta Roca Development Agreement Addendum and Public Infrastructure Development (PID).
   *Set Public Hearing Date Only.
4. Ordinance-O-2024-66, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1354-NP-5-A. Applicant: Vance and Connie Covington TRS.

   *Planning Commission recommended approval on September 4, 2024.
5. Ordinance-O-2024-67, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1355-A. Applicant: Heber Allred.

   *Planning Commission recommended approval on September 4, 2024.
6. Ordinance-O-2024-68, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1376-A-1. Applicant: Charles R and Cheryl S Reeve TRS.

   *Planning Commission recommended approval on September 4, 2024.
7. Ordinance-O-2024-47, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1328-A. Applicant: Ciel Holdings and Plumb Land Investment LLC.

   *Planning Commission recommended approval on September 4, 2024.

8. Ordinance-O-2024-48, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1378-E, AV-1378-L. Applicant: Michael Barrett.

   *Planning Commission recommended approval on September 4, 2024.

9. Ordinance-O-2024-49, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1378-F, AV-1378-J, AV-1378-K. Applicant: Michael James and Jennifer Kay Gross.

   *Planning Commission recommended approval on September 4, 2024.

10. Ordinance-O-2024-63, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1351-E. Applicant: Matthew and Tiffannie Bullington.

    *Planning Commission recommended approval on September 4, 2024.

11. Ordinance-O-2024-58, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1378-B, AV-1378-C, AV-1378-D. Applicant: Land Development Solutions LLC.

    *Planning Commission recommended approval on September 4, 2024.

12. Ordinance-O-2024-69, Repeal Title 10.10.040 I Industrial Zone.

    *Planning Commission recommended approval on September 4, 2024.

13. Ordinance-O-2024-70, Amend Title 10.10.050 RE Rural Estates Zone.

    *Planning Commission recommended approval on September 4, 2024.

CONSENT AGENDA

The Consent Portion of the Agenda is approved by one (1) non-debatable motion. If any Council Member wishes to remove an item from the Consent Portion of the agenda, that item becomes the first order of business on the Regular Agenda.

14. Disbursement Listing for August 2024.
15. Budget Report for Fiscal Year 2025 through August 2024.
16. Minutes: August 13, 2024 Event Committee
17. Minutes: August 26, 2024 Special Town Council and Planning Commission Meeting.
18. Minutes: August 26, 2024 - Town Council and Planning Commission - Work Session.
19. Minutes: September 10, 2024 - Events Committee Meeting.

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

REQUEST FOR A CLOSED SESSION: IF NECESSARY

ADJOURNMENT

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

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL COMMUNITY EVENTS AND MEETINGS
In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the Town at 435-877-1190 at least three business days in advance.

AV-1365-N

Item 1.

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

Filing Fee $800.00

Simple Lot Split Application

Name of Applicant Izaak McHenry/Todd Chamberlin Phone number [redacted]

Address of Residence [redacted]

Parcel number (each parcel requires a separate application) 84759 AV-1365-N

Purpose for Lot Split To make a 10 acre parcel two 5 acre parcels both for single home oc

To make a 10 acre parcel two 5 acre parcels both for single home occupancy.

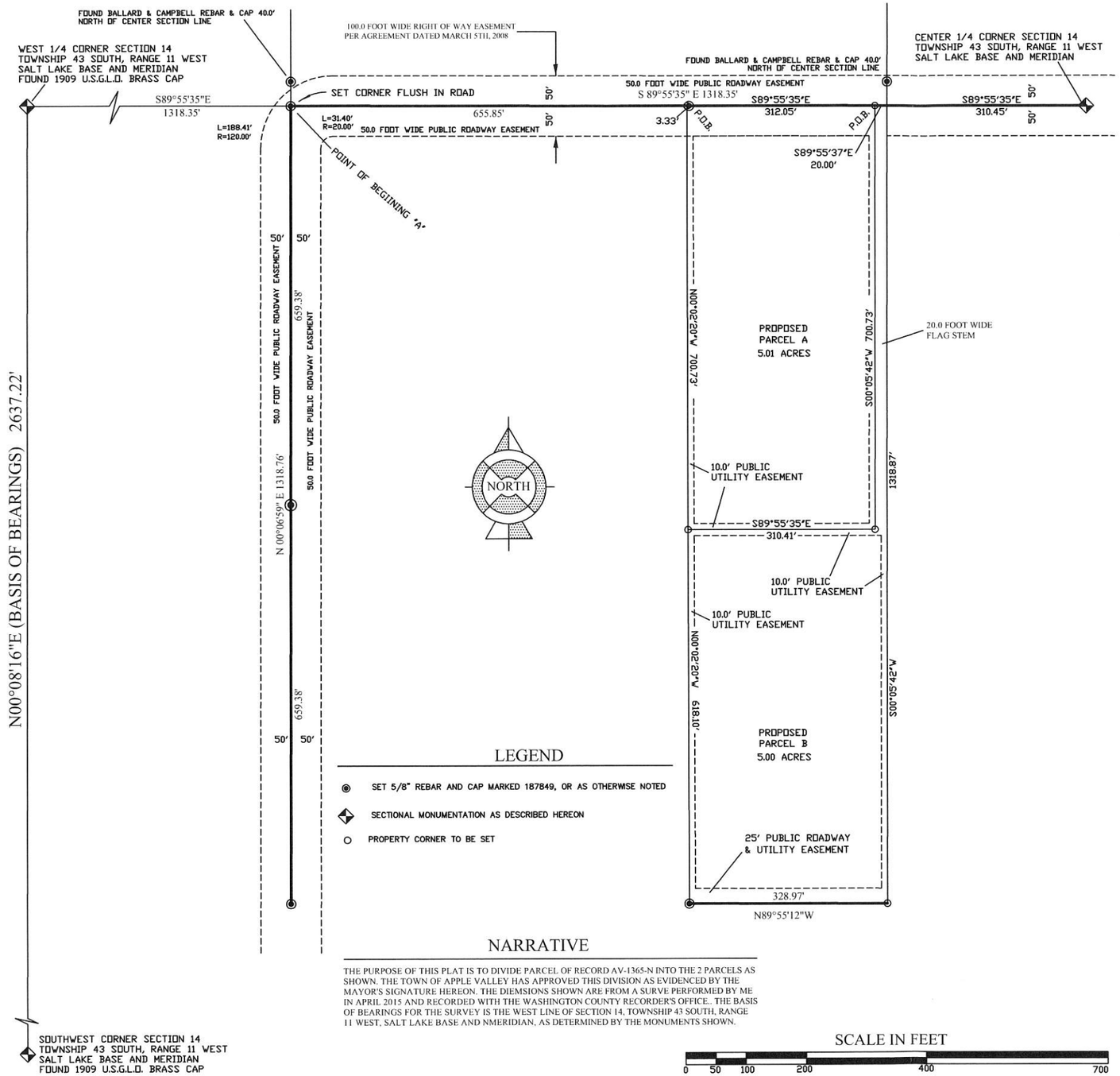
REQUIRED DOCUMENTS

1. 24x36 Mylar map with Record of Survey information
2. Signature Blocks Required:
   i. Mayoral signature with Town Recorder Attested line,
   ii. Big Plains Water SSD signature,
   iii. Town Attorney signature,
   iv. Property Owners signature
   v. If property has a lien, a Signature Release from the Lender
   vi. County Treasurer Signature Release
3. Identical electronic version emailed to the Town Recorder for Town electronic record. (email to clerk@applevalleyut.gov)
4. 11x17 identical version of the Mylar map with Mayoral signature line. (Town paper record)
5. Copy of Property Title Report within 90 days.
6. Record of Survey must include utility easements, existing or that may be required. Street access to all lots that are existing, or that may be required. Any road dedications required.

THIS LOT SPLIT APPLICATION IS TO BE USED IN ACCORDANCE WITH TITLE 11.02.040 WHICH INCLUDES, BUT IS NOT LIMITED TO:

A. A subdivision creating no more than one new lot may be approved by the Town staff without the necessity of preparing and filing a preliminary plat or final plat if:
   1. Notice is provided by Town as required by this title.
   2. The proposed subdivision:
      1. Is not traversed by the mapped lines of a proposed street as shown in the general plan and does not require the dedication of any land for streets or other public purpose. Created lots shall be located on a public right-away or dedicated street.
      2. Does not impact an existing easement or right of way or, if it does have an impact, evidence is shown that the impact will not impair the use of any such easement or right of way.
      3. Has been approved by the culinary water authority, sanitary sewer authority, and all other members of the joint utility commission, in writing.
      4. Is located in a zoned area and conforms to all applicable land use code or has properly received a variance from the requirements of an otherwise conflicting and applicable land use code.

B. A lot or a parcel resulting from a division of agricultural land is exempt from the plat requirements of this title if the lot or parcel:



LEGEND

- SET 5/8" REBAR AND CAP MARKED 187849, OR AS OTHERWISE NOTED
- SECTIONAL MONUMENTATION AS DESCRIBED HEREON
- PROPERTY CORNER TO BE SET

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE PARCEL OF RECORD AV-1365-N INTO THE 2 PARCELS AS SHOWN. THE TOWN OF APPLE VALLEY HAS APPROVED THIS DIVISION AS EVIDENCED BY THE MAYOR'S SIGNATURE HEREON. THE DIEMSIONS SHOWN ARE FROM A SURVE PERFORMED BY ME IN APRIL 2015 AND RECORDED WITH THE WASHINGTON COUNTY RECORDER'S OFFICE.. THE BASIS OF BEARINGS FOR THE SURVEY IS THE WEST LINE OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND NMERIDIAN, AS DETERMINED BY THE MONUMENTS SHOWN.

SCALE IN FEET

0 50 100 200 400 700

SURVEYOR'S CERTIFICATE

I, MARK A. SCHRAUT, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND HOLD LICENSE NO. 187849. I HEREBY ALSO CERTIFY THAT THIS PLAT ACCURATELY REFLECTS THE FINDINGS OF A SURVEY WHICH I PERFORMED ON THE PREMISIS.

DATE

MARK A SCHRAUT
PROFESSIONAL LAND SURVEYOR
UTAH LICENSE NO. 187849

BOUNDARY DESCRIPTIONS

RECORD DESCRIPTION OF PARCEL AV-1365-N (INST. NO. 20190014178):

BEGINNING AT A POINT WHICH LIES SOUTH 89°55'35" EAST 1974.20 FEET ALONG THE CENTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ALSO ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, AND RUNNING THENCE SOUTH 89°55'35" EAST 332.05 FEET ALONG SAID CENTER SECTION LINE; THENCE SOUTH 0°05'42" WEST 1318.87 FEET TO A POINT ON THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH 89°55'12" WEST 328.97 FEET ALONG SAID LINE; THENCE NORTH 0°02'20" WEST 1318.85 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 50.0 FOOT WIDE ROADWAY AND UTILITY EASEMENT ALONG THE NORTH LINE PER AGREEMENT DATED MARCH 5TH, 2008, A 25.0 FOOT WIDE ROADWAY AND UTILITY ALONG THE SOUTH LINE, AND A 10.0 FOOT WIDE UTILITY EASEMENT ALONG THE EAST AND WEST LINES.

PROPOSED PARCEL A:

BEGINNING AT A POINT WHICH LIES SOUTH 89°55'35" EAST 1974.20 FEET ALONG THE CENTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ALSO ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, AND RUNNING THENCE SOUTH 89°55'35" EAST 312.05 FEET ALONG SAID CENTER SECTION LINE; THENCE SOUTH 0°05'42" WEST 700.73 FEET; THENCE NORTH 89°55'35" WEST 310.45 FEET; THENCE NORTH 0°02'20" WEST 700.73 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 50.0 FOOT WIDE ROADWAY AND UTILITY EASEMENT ALONG THE NORTH LINE PER AGREEMENT DATED MARCH 5TH, 2008, A 10.0 FOOT WIDE UTILITY EASEMENT ALONG THE SOUTH, EAST AND WEST LINES.

PROPOSED PARCEL B:

BEGINNING AT A POINT WHICH LIES SOUTH 89°55'35" EAST 2286.25 FEET ALONG THE CENTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°55'35" EAST 20.00 FEET ALONG SAID LINE; THENCE SOUTH 0°05'42" WEST 1318.87 FEET TO A POINT ON THE SOUTH LINE OF NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 89°55'12" WEST 328.97 FEET ALONG SAID LINE; THENCE NORTH 0°02'20" WEST 618.10 FEET; THENCE SOUTH 89°55'35" EAST 310.41 FEET; THENCE NORTH 0°05'42" EAST 700.73 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 50.0 FOOT WIDE ROADWAY AND UTILITY EASEMENT ALONG THE NORTH LINE PER AGREEMENT DATED MARCH 5TH, 2008, A 10.0 FOOT WIDE UTILITY EASEMENT ALONG THE NORTH, EAST AND WEST LINES, AND A 25.00 FOOT WIDE PUBLIC' ROADWAY AND UTILITY EASEMENT ALONG THE SOUTH LINE

OWNERS' DEDICATION

I, THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACTS OF LAND DO HEREBY DEDICATE AND CONVEY TO THE TOWN OF APPLE VALLEY AND ITS ASSIGNS, ALL EASEMENTS AS SHOWN ON THIS PLAT.

TODD CHAMBERLAIN

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THE ____ DAY OF _____, 2024, PERSONALLY APPEARED BEFORE ME TODD CHAMBERLAIN, WHO BEING BY ME DULY SWORN, DID SAY THAT HE SIGNED THE HEREON OWNERS' DEDICATION FREELY & VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

MY COMMISSION EXPIRES:

NOTARY PUBLIC RESIDING IN:

CHAMBERLAIN LOT SPLIT

LOCATED WITHIN THE SW 1/4 OF SECTION 14 TOWNSHIP 43 SOUTH, RANGE 11 WEST SALT LAKE BASE AND MERIDIAN

DATE	REVISIONS

MARK A. SCHRAUT
PROFESSIONAL LAND SURVEYOR
100 NORTH FORK DRIVE SPRINGDALE UT 84767
PH 435-772-3223

PREPARED FOR TODD CHAMBERLAIN

LOCATED WITHIN THE SW 1/4 OF SECTION 14 TOWNSHIP 43 SOUTH, RANGE 11 WEST SALT LAKE BASE AND MERIDIAN

JULY 2024

SHEET 1 OF 1

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS THE ___ DAY OF _____, A.D. 2024, THAT ALL TAXES, SPECIAL ASSESSMENTS AND FEES, DUE AND PENDING ON THIS SUBDIVISION PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

APPROVAL OF WATER SUPERINTENDENT

THE ABOVE LOT SPLIT HAS BEEN REVIEWED AND IS APPROVED IN IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE, ON THIS _____ DAY OF _____, 2024.

BIG PLAINS WATER SSD SUPERINTENDENT

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, 2024

APPLE VALLEY TOWN ATTORNEY

APPROVAL AND ACCEPTANCE BY THE TOWN OF APPLE VALLEY

WE, THE MAYOR AND TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, UTAH, HAVE REVIEWED THE ABOVE LOT SPLIT PLAT AND BY AUTHORIZATION OF SAID TOWN COUNCIL, RECORDED IN THE MINUTES OF ITS MEETING OF THE _____ DAY OF _____, A.D. 2024, HEREBY ACCEPT IT WITH ALL COMMITMENTS AND OBLIGATIONS THERETO.

ATTEST: TOWN RECORDER

APPLE VALLEY TOWN MAYOR

Development Agreement Addendum

This Development Agreement Addendum ("Agreement") is made and entered into as of 9/25/24, by and between Hidden Rock Development Group ("Developer") and Town of Apple Valley ("Town").

Recitals:

WHEREAS, the Town has established a Public Improvement District (PID) to facilitate the development Oculta Roca;

WHEREAS, the Developer intends to construct and install a one million gallon concrete water tank to support the water supply needs of the development;

WHEREAS, the Town agrees to approve the PID upon the Developer's commitment to finance the construction and installation of said water tank;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Approval of PID

The Town agrees to approve the establishment of the Public Improvement District (PID) once the Developer submits the necessary documentation and meets all regulatory requirements.

2. Developer's Obligations

The Developer agrees to:

a. Design, construct and install a one-million-gallon concrete water tank along with all necessary pipelines and hardware in accordance with the Town's specifications and applicable laws.

b. Bear all costs associated with the construction and installation of the water tank, including but not limited to labor, materials, permits, and inspections.

c. Complete the construction and installation of the water tank within 1 year following the approval of the PID.

3. Town's Obligations

The Town agrees to:

a. Review and approve plans for the construction and installation of the water tank in a timely manner.

b. Facilitate the necessary permits and inspections required for the construction and installation of the water tank.

c. Secure any easements required for said water tank and pipelines.

4. Indemnification

The Developer agrees to indemnify and hold harmless the Town from any and all claims, liabilities, losses, damages, or expenses arising from the construction and installation of the water tank.

5. Default

In the event that the Developer fails to fulfill its obligations under this Agreement, the Town reserves the right to pursue all available remedies, including but not limited to legal action and forfeiture of any approvals granted.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

7. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, and agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Developer Agreement Addendum as of the date first above written.

Hidden Rock Development Group
By: _____
Name: _____
Title: _____
Date: _____

Town of Apple Valley
By: _____
Name: _____
Title: _____
Date: _____

FINAL LOCAL ENTITY PLAT - OCULTA ROCA PUBLIC INFRASTRUCTURE DISTRICT NO. 1

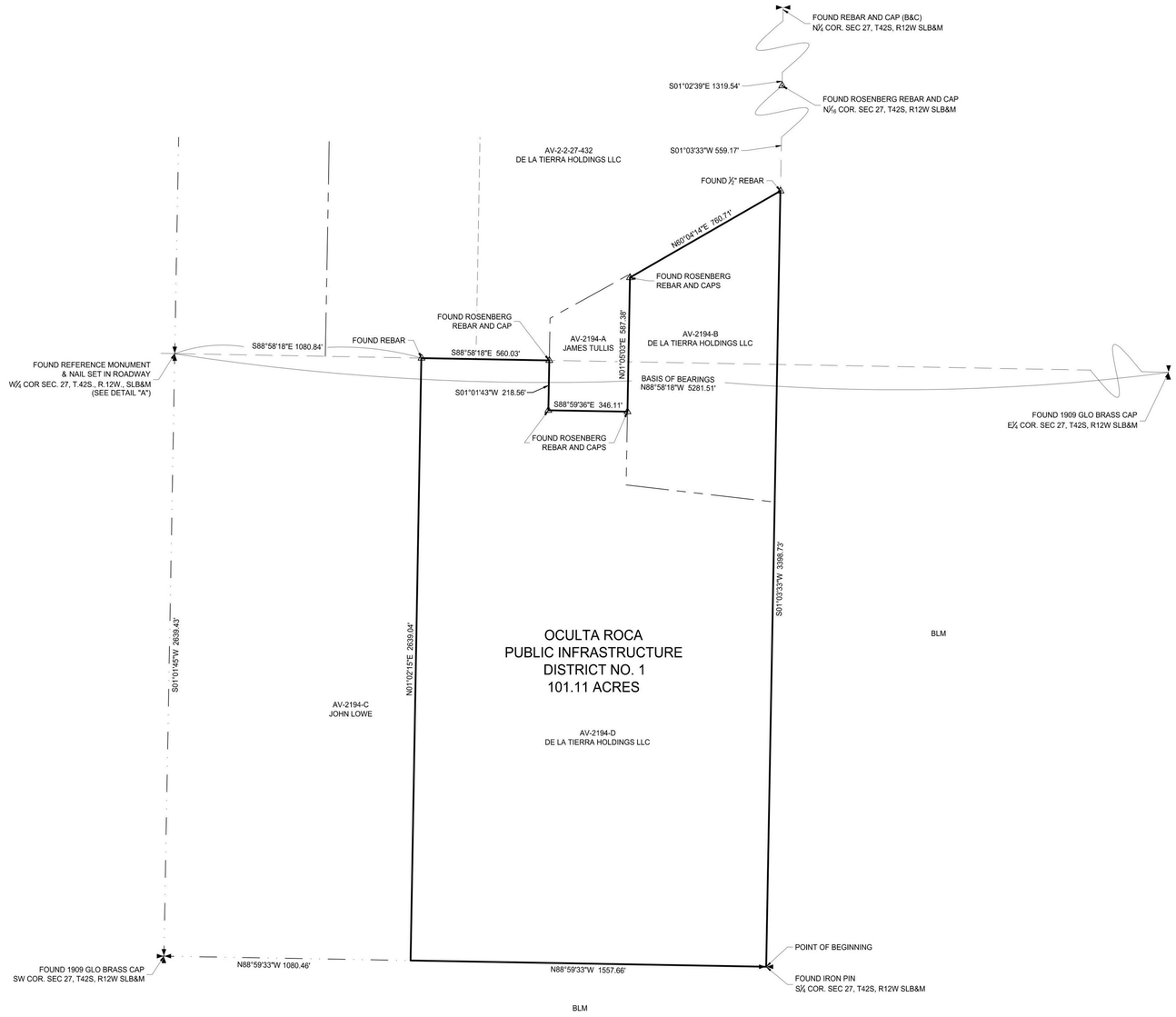
LOCATED IN THE WEST ½ SECTION 27, T. 42 S., R. 12 W., S.L.B.&M.
WASHINGTON COUNTY, UTAH
2024

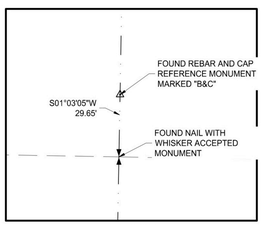
N

GRAPHIC SCALE

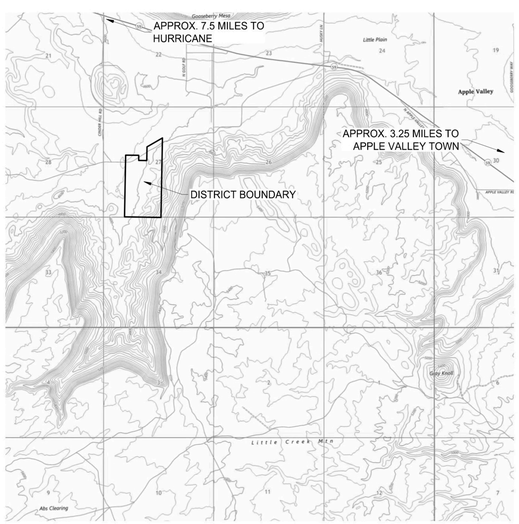
300 0 150 300 600 1200

(IN FEET)
1 inch = 300 ft.





DETAIL "A"
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, TAYLOR D. CHRISTENSEN, A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING CERTIFICATE #13836199, CERTIFY THAT BY AUTHORITY OF THE PROPERTY OWNERS, THE PLAT SHOWN HEREON WAS MADE UNDER MY DIRECTION ACCORDING TO UTAH STATE CODE TITLE 17, CHAPTER 23, SECTION 20. I FURTHER CERTIFY THAT THIS PLAT CORRECTLY SHOWS THE DIMENSIONS OF THE DISTRICT TO BE CREATED.

PROFESSIONAL LAND SURVEYOR
NO. 13836199
TAYLOR D.
CHRISTENSEN
09/04/2024
Electronic Seal
STATE OF UTAH

TAYLOR D. CHRISTENSEN, P.L.S. #13836199

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, APPLE VALLEY TOWN, HAVE RECEIVED A PETITION SIGNED BY THE MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON REQUESTING THAT SAID DISTRICT BE CREATED AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH CODE 17D-1-2 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE CREATION OF THE SPECIAL SERVICE DISTRICT AS SHOWN AS PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE "OCULTA ROCA PUBLIC INFRASTRUCTURE DISTRICT NO. 1".

ACCEPTED THIS _____ DAY OF _____ , A.D. 2024.

MAYOR

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

DISTRICT BOUNDARY DESCRIPTION

A TRACT OF LAND IN THE EAST ½ OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN, IN WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIN MONUMENTING THE SOUTH QUARTER CORNER OF SAID SECTION 27, RUNNING THENCE N88°59'33"W 1557.66 FEET ALONG THE SOUTHERLY SECTION LINE OF SAID SECTION 27; THENCE N01°02'15"E 2639.04 FEET TO THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 27; THENCE S88°58'18"E 560.03 FEET ALONG SAID QUARTER SECTION LINE TO A ROSENBERG REBAR AND CAP; THENCE S01°01'43"W 218.56 FEET TO A ROSENBERG REBAR AND CAP. THENCE S88°59'36"E 346.11 FEET TO A ROSENBERG REBAR AND CAP; THENCE N01°05'03"E 587.38 FEET TO A ROSENBERG REBAR AND CAP; THENCE N60°04'14"E 760.71 FEET TO A REBAR AND THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 27; THENCE S01°03'33"W 3398.73 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.
CONTAINING 101.11 ACRES, MORE OR LESS.

LEGEND

- PROPOSED SPECIAL SERVICE DISTRICT BOUNDARY
- SECTION LINE
- SIXTEENTH SECTION LINE
- DEED LINE
- FOUND SECTION CORNER AS NOTED
- FOUND QUARTER SECTION CORNER AS NOTED
- FOUND SURVEY MONUMENT AS NOTED

FINAL LOCAL ENTITY PLAT
OCULTA ROCA PUBLIC INFRASTRUCTURE DISTRICT NO. 1

WASHINGTON COUNTY, UTAH
SCALE 1" = 300'

PREPARED BY:
Jones & DeMille Engineering, Inc.
CIVIL ENGINEERING - SURVEYING - TESTING - GIS - ENVIRONMENTAL
- infrastructure professionals -
1.800.748.5275 www.jonesanddemille.com

PROJECT NUMBER: 2408-029	FILE NAME: h:\jd\proj\2408-029\dwg\2408-029 survey final entity plat.dwg	
SURVEYED BY: JDE	DRAWN BY: TDC	UPDATED: 9/4/2024 PLOTTED: 9/4/2024

COUNTY SURVEYOR'S APPROVAL

THE HEREON ANNEXATION PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS

_____ DAY OF _____ , A.D. 20__.

COUNTY SURVEYOR
WASHINGTON COUNTY, UTAH

TOWN ATTORNEY APPROVAL

APPROVED AS TO FORM, THIS THE

_____ DAY OF _____ , A.D. 20__.

CITY ATTORNEY
CITY OF APPLE VALLEY, UTAH

RECORDED NUMBER

WASHINGTON COUNTY RECORDER

PETITION REQUESTING THE CREATION OF OCULTA ROCA PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-2 IN THE TOWN OF APPLE VALLEY, UTAH

September 11, 2024

Town of Apple Valley
Attn: Jenna Vizcardo, City Clerk/Recorder
1777 N. Meadowlark Dr.
Apple Valley, UT 84737

The undersigned (the "Petitioner") hereby requests that the Town of Apple Valley, Utah (the "City") approve the creation of two new public infrastructure districts to be known as Oculta Roca Public Infrastructure District No. 1 and No. 2 (the "Districts") pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953 (collectively, the "Act"). The Petitioner requests the Districts in order to assist in the financing of public infrastructure to service and benefit the proposed area of the District and the Annexation Area as described herein.

I. Petitioners

De La Tierra Holdings, LLC
100 Norfolk St. Apt. 6B
New York, NY 1002-5418
Owner of Parcel Nos. AV-2194-B, AV-2194-D, and AV-2-2-27-432

The Petitioner is signing this Petition as to those properties which are identified in **Exhibit A** hereto. Petitioner De La Tierra Holdings, LLC, is the sponsor of this Petition, and De La Tierra Holdings, LLC, c/o Matthew J. Ence at Snow Jensen & Reece, PC, (435) 628-3688, mence@snowjensen.com, is hereby designated as the contact sponsor.

II. Proposed District Boundaries

The Petitioner requests that the initial boundaries for the proposed Districts (the "District Boundaries") are intended to include the property described in Exhibit A hereto. The proposed District Boundaries, including a proposed annexation area, are also depicted on the maps attached as Exhibit B hereto.

III. Requested Service

The Petitioner requests that the Districts be created for the purpose of financing the construction of public infrastructure relating to the Development, as permitted under the Act, and as shall be further described in the governing document proposed for the District.

IV. Board of Trustees

The Petitioner proposes that the Board of Trustees for the District be initially composed of three (3) members appointed by the City Council who are property owners, their agents, or officers, as follows, subject to formal appointment by the City Council:

(a) Dallin Jolley
Officer or agent of Petitioner
c/o Snow Jensen & Reece, PC
912 W. 1600 S. Ste. B200
St. George, UT 84770

(b) Anish Bhatia
Officer or agent of Petitioner
c/o Snow Jensen & Reece, PC
912 W. 1600 S. Ste. B200
St. George, UT 84770

(c) Blaine Bernard
Officer or agent of Petitioner
c/o Snow Jensen & Reece, PC
912 W. 1600 S. Ste. B200
St. George, UT 84770

V. Petitioner Representations

The Petitioners hereby represents and warrants that:

(a) Those signing on behalf of entity owners are authorized to do so;

(b) The Petitioner is the sole owners of the real property included within each of the proposed District Boundaries;

(c) This Petition is signed by 100% of the surface property owners of real property within each of the District Boundaries;

(d) There are no registered voters residing within the any of the proposed District Boundaries; and

(e) The proposed Trustees listed above are registered voters at their primary residence and are either a property owner or the agent or officer of a property owner.

VI. Petitioner Consent

The Petitioner hereby consents to:

(a) The creation of public infrastructure districts having the District Boundaries described herein;

(b) The annexation of any portion of the Annexation Area (if any) into the District upon petition by the owner of such portion and any registered voters residing thereon;

(c) A waiver of the residency requirement for members of the Board of Trustees of the Districts as permitted under Section 17D-4-202(3)(a) of the Act;

(d) A waiver of the entirety of the protest period described in Section 17B-1-213 of the Act, pursuant to Section 17D-4-201(2)(b) of the Act;

(e) The recording of a notice as required under Section 17B-1-215(2)(a) and 17D-1-209(1)(a) of the Act, which will apply to all real property within the District Boundaries;

(f) The District levying a property tax of up to $0.010 per dollar of assessed value of taxable property within the respective District Boundaries, specifically including the properties of the Petitioners; and

(g) The issuance by the Districts of bonds repayable through property taxes, assessments, or other means available by law.

VII. Electronic Means; Counterparts

This Petition may be circulated by electronic means and executed in several counterparts, including by electronic signature, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same document.

IN WITNESS WHEREOF, the Petitioner has executed and consented to this Petition as of the date indicated on the signature pages attached.

(signature pages to follow)

DE LA TIERRA HOLDINGS, LLC

By: DALLIN JOLLEY
Its: Authorized Signer

STATE OF UTAH)
ss:
COUNTY OF Washington)

On this 12th day of September, 2024, personally appeared before me Dallin Jolley whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he/she is an Authorized Signer for De La Tierra Holdings, LLC, that he/she was duly authorized by said company to sign this Petition, and that he/she acknowledged to me that said company executed the same for the uses and purposes set forth herein.

NOTARY PUBLIC

NATASHA ASMUS
Notary Public, State of Utah
Commission # 724483
My Commission Expires On
May 05, 2026

EXHIBIT A

Parcels and Legal Description

The following parcels located in Washington County, State of Utah:

PID No. 1 Legal Description:

A TRACT OF LAND IN THE EAST½ OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN, IN WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIN MONUMENT IN THE SOUTH QUARTER CORNER OF SAID SECTION 27, RUNNING THENCE N 88°59'33"W 1557.66 FEET ALONG THE SOUTHERLY SECTION LINE OF SAID SECTION 27; THENCE N01°02'15"E 2639.04 FEET TO THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 27; THENCE S88°58'18"E 580.03 FEET ALONG SAID QUARTER SECTION LINE TO A ROSENBERG REBAR AND CAP; THENCE S01°01'43"W 218.56 FEET TO A ROSENBERG REBAR AND CAP; THENCE S88°59'36"E 346.11 FEET TO A ROSENBERG REBAR AND CAP; THENCE N01°05'03"E 587.38 FEET TO A ROSENBERG REBAR AND CAP; THENCE N60°04'14"E 760.71 FEET TO A REBAR AND THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 27; THENCE S01°03'33"W 3398.73 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.
CONTAINING 101.11 ACRES, MORE OR LESS.

PID No. 2 Legal Description:

A TRACT OF LAND IN THE NORTH 112 OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN IN WASHINGTON COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A ROSENBERG REBAR AND CAP LYING 659.96 FEET S88°58'18"E ALONG THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 27, FROM A NAIL MONUMENTING THE WEST ¼ CORNER OF SAID SECTION 27; RUNNING THENCE N01°02'30"E 1319.57 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 AND TO A ROSENBERG REBAR AND CAP; IBENCE S88°58'03"E 782.99 FEET ALONG SAID NORTHWEST 1116TH LINE TO THE FLOWLINE OF GOULDS WASH; THENCE ALONG THE FLOWLINE OF GOULDS WASH THE FOLLOWING (22) TWENTY-TWO COURSES, (1) N68°02’23"E 25.84 FEET TO THE BEGINNING OF A CURVE, (2) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°03'06", HAVING A RADIUS OF 59.43 FEET AND WHOSE LONG CHORD BEARS N55°00'48"E 26.79 FEET TO THE BEGINNING OF A COMPOUND CURVE, (3) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°31'03", HAVING A RADIUS OF 129.84 FEET AND WHOSE LONG CHORD BEARS N35°43'44"E 28.31 FEET, (4) THENCE N29°28'16"E 75.24 FEET TO THE BEGINNING OF A CURVE, (5) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'14", HAVING A RADIUS OF 383.00 FEET AND WHOSE LONG CHORD BEARS N34°40'24"E 69.45 FEET, (6) THENCE

N39°52'31"E 232.66 FEET TO THE BEGINNING OF A CURVE, (7) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'51", HAVING A RADIUS OF 722.00 FEET AND WHOSE LONG CHORD BEARS N45°04'56"E 131.05 FEET, (8) THENCE N50°17'21"E 25.98 FEET TO THE BEGINNING OF A CURVE, (9) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°42'18" HAVING A RADIUS OF 333.00 FEET AND WHOSE LONG CHORD BEARS N56°08'29"E 67.91 FEET, (10) THENCE N61°59'37"E 80.09 FEET TO THE BEGINNING OF A CURVE, (11) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°33'12", HAVING A RADIUS OF 680.00 FEET AND WHOSE LONG CHORD BEARS N65°46'12"E 89.58 FEET, (12) THENCE N89°32'48"E 109.15 FEET TO THE BEGINNING OF A CURVE, (13) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 07°33'57'", HAVING A RADIUS OF 733.00 FEET AND WHOSE LONG CHORD BEARS N65°45'50"E 96.72 FEET TO THE BEGINNING OF A REVERSE CURVE, (14) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°06'57", HAVING A RADIUS OF 600.00 FEET AND WHOSE LONG CHORD BEARS N68°02'20"E 126.64 FEET, (15) THENCE N74°05'49"E 34.20 FEET TO THE BEGINNING OF A CURVE, (16) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°18'36", HAVING A RADIUS OF 135.00 FEET AND WHOSE LONG CHORD BEARS N66°01'00"E 38.30 FEET TO THE BEGINNING OF A CURVE, (17) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 15°33'56", HAVING A RADIUS OF 288.00 FEET AND WHOSE LONG CHORD BEARS N50°04'46"E 78.00 FEET, (18) THENCE N42°13'21"E 72.34 FEET, (19) THENCE N47°38'32"E 31.86 FEET, (20) THENCE N75°20'07”E 28.74 FEET, (21) THENCE N81°25'42"E 33.64 FEET, (22) THENCE S80°29'21"E 34.72 FEET TO THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 27; THENCE N01°02’39"E 280.59 FEET ALONG SAID QUARTER SECTION LINE; THENCE S88°59'23"E 1117.50 FEET; THENCE S01°01'44"W 199.84 FEET; THENCE S88°59'23"E 425.00 FEET; THENCE S01°01'44'W 954.76 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE N88'59’06"W 1542.81 FEET ALONG SAID NORTHEAST CENTER 1116TH LINE TO A ROSENBERG REBAR AND CAP MONUMENTING THE CENTER NORTH 1116TH CORNER OF SAID SECTION 27; THENCE S01°03'33'W 559.17 FEET ALONG SAID NORTH/SOUTH QUARTER SECTION LINE TO A FOUND ½" REBAR; THENCE S60°04'14'W 760.71 FEET TO A ROSENBERG REBAR AND CAP; THENCE N00°54'20"E 15.25 FEET TO A ROSENBERG REBAR AND CAP; THENCE S61°05'34"W 400.04 FEET TO A ROSENBERG REBAR AND CAP; THENCE S01°01'23"W 184.57 FEET TO A ROSENBERG REBAR AND CAP; THENCE N88°58'18"W 980.90 FEET TO THE POINT OF BEGINNING.
CONTAINING 102.80 ACRES MORE OR LESS.

<u>PID No. 1</u>:
Parcel Nos.: AV-2194-B, AV-2194-D

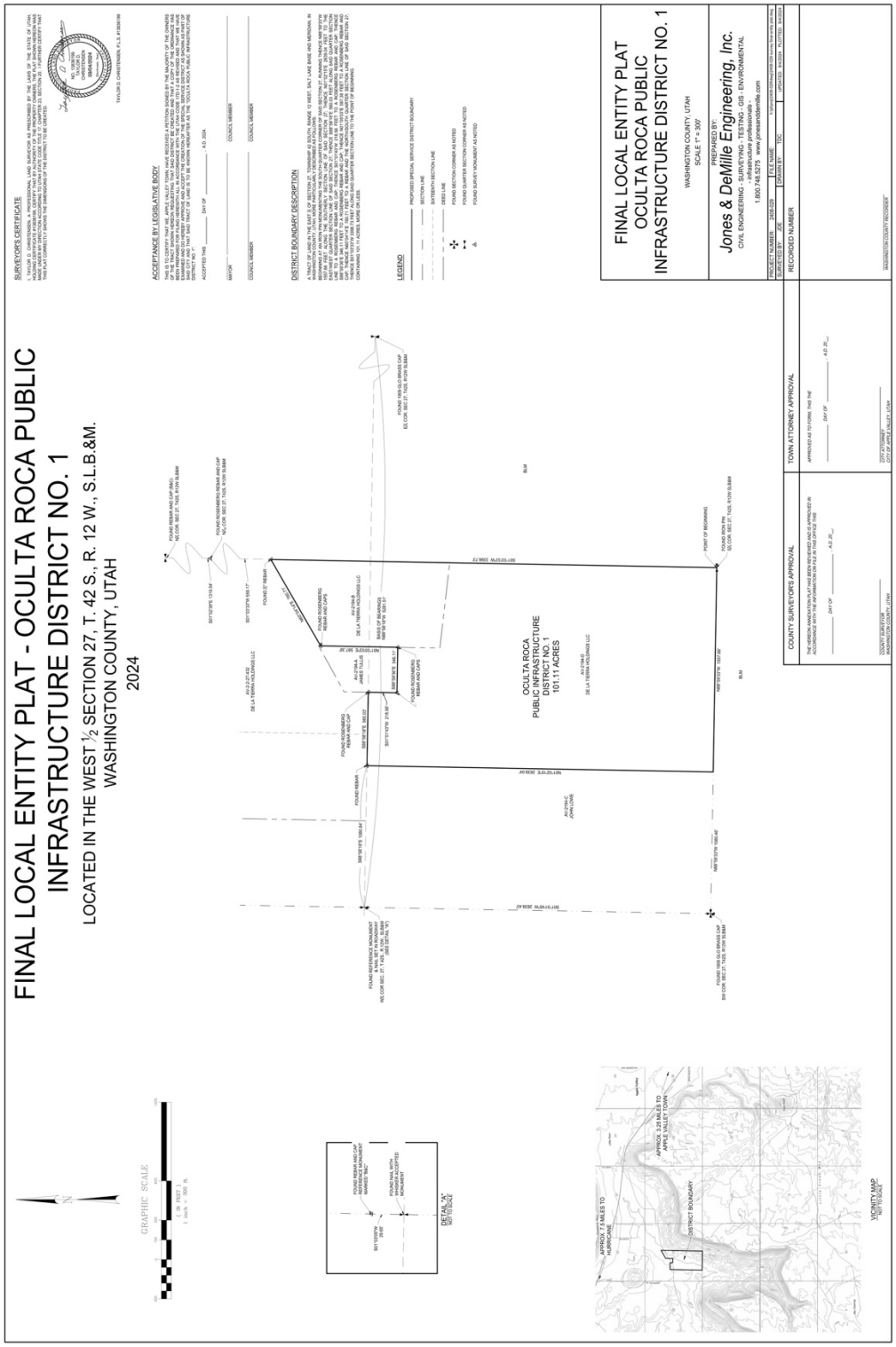
<u>PID No. 2</u>:
Parcel No. AV-2-2-27-432

<u>Annexation Area Parcels</u>:

Parcel Nos.: AV-2196-G, AV-2196-D, AV-2196-E, AV-2-2-28-230, AV-2196-A-1, AV-2-2-28-120, AV-2194-C, AV-2194-B, AV-2169-A-1, AV-2-2-28-220, AV-2194-A, AV-2194-D, AV-2196-A-1, AV-2195-B, AV-2-2-28-221, AV-2196-B, AV-2169-A-1, AV-2196-C, AV-2-2-27-431, AV-2-2-27-430, AV-2196-H, AV-2-2-28-110, AV-2194-A, AV-2-2-28-240, AV-2196-I, AV-2-2-27-432, AV-2169-B, AV-2196-F, AV-2194-A

EXHIBIT B

Proposed Initial Boundaries



FINAL LOCAL ENTITY PLAT - OCULTA ROCA PUBLIC INFRASTRUCTURE DISTRICT NO. 2

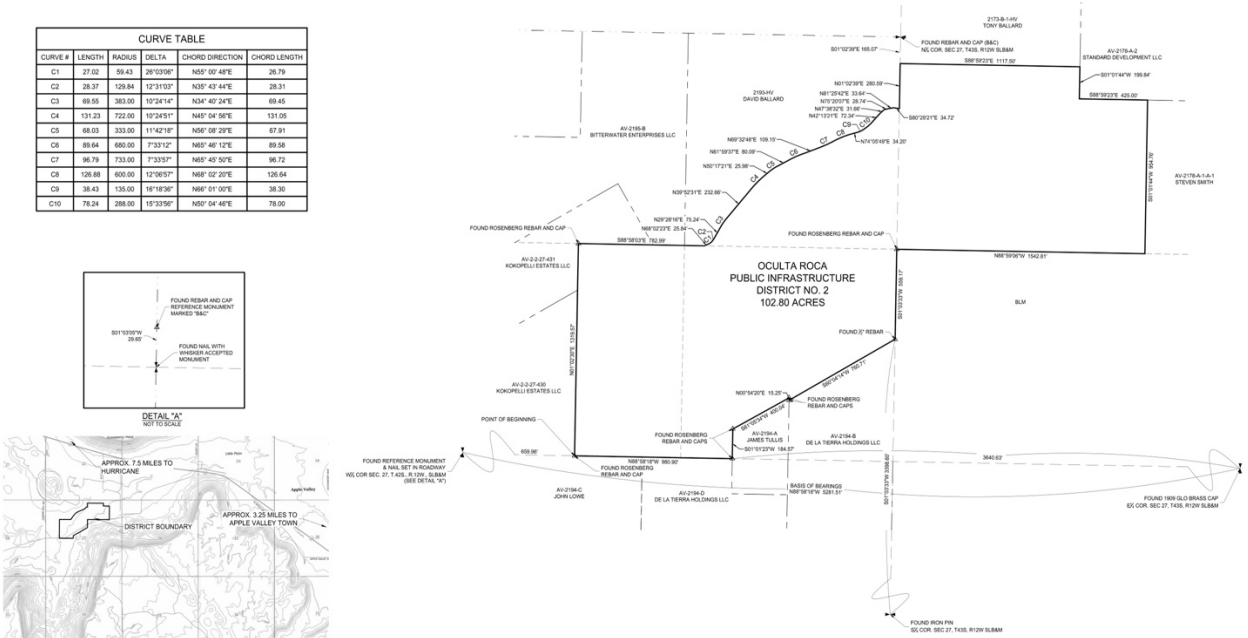
LOCATED IN THE NORTH ½ OF SECTION 27
T. 42 S., R. 12 W., S.L.B.&M.
WASHINGTON COUNTY, UTAH
2024

N

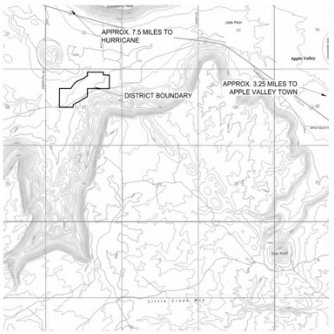
GRAPHIC SCALE

(IN FEET)
1 inch = 300 ft.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	27.02	59.43	26°03'06"	N55° 00' 48"E	26.79
C2	28.37	129.84	12°31'03"	N35° 43' 44"E	28.31
C3	69.55	383.00	10°24'14"	N34° 40' 24"E	69.45
C4	131.23	722.00	10°24'51"	N45° 04' 56"E	131.05
C5	68.03	333.00	11°42'18"	N56° 08' 29"E	67.91
C6	89.64	680.00	7°33'12"	N65° 46' 12"E	89.58
C7	96.79	733.00	7°33'57"	N65° 45' 50"E	96.72
C8	126.88	600.00	12°06'57"	N68° 02' 20"E	126.64
C9	38.43	135.00	16°18'36"	N66° 01' 00"E	38.30
C10	78.24	288.00	15°33'56"	N50° 04' 46"E	78.00



DETAIL "A"
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, TAYLOR D. CHRISTENSEN, A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING CERTIFICATE #13836199, CERTIFY THAT BY AUTHORITY OF THE PROPERTY OWNERS, THE PLAT SHOWN HEREON WAS MADE UNDER MY DIRECTION ACCORDING TO UTAH STATE CODE TITLE 17, CHAPTER 23, SECTION 20. I FURTHER CERTIFY THAT THIS PLAT CORRECTLY SHOWS THE DIMENSIONS OF THE DISTRICT TO BE CREATED.

NO. 13836199
TAYLOR D
CHRISTENSEN
08/29/2024
Registered Land
Surveyor

TAYLOR D. CHRISTENSEN, P.L.S. #13836199

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, APPLE VALLEY TOWN, HAVE RECEIVED A PETITION SIGNED BY THE MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON REQUESTING THAT SAID DISTRICT BE CREATED AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH CODE 17D-1-2 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE CREATION OF THE SPECIAL SERVICE DISTRICT AS SHOWN AS PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE "OCULTA ROCA PUBLIC INFRASTRUCTURE DISTRICT NO. 2".

ACCEPTED THIS _____ DAY OF _____, A.D. 2024.

MAYOR _____ COUNCIL MEMBER _____

COUNCIL MEMBER _____ COUNCIL MEMBER _____

DISTRICT BOUNDARY DESCRIPTION

A TRACT OF LAND IN THE NORTH 1/2 OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN IN WASHINGTON COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ROSENBERG REBAR AND CAP LYING 659.96 FEET S88°58'18"E ALONG THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 27, FROM A NAIL MONUMENTING THE WEST ¼ CORNER OF SAID SECTION 27; RUNNING THENCE N01°02'39"E 1315.57 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 AND TO A ROSENBERG REBAR AND CAP; THENCE S88°59'06"E 760.99 FEET ALONG SAID NORTHWEST 1/16TH LINE TO THE FLOWLINE OF GOULDS WASH; THENCE ALONG THE FLOWLINE OF GOULDS WASH THE FOLLOWING (22) TWENTY-TWO COURSES, (1) N69°32'23"E 25.84 FEET TO THE BEGINNING OF A CURVE, (2) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°03'06", HAVING A RADIUS OF 59.43 FEET AND WHOSE LONG CHORD BEARS N55°00'48"E 26.79 FEET TO THE BEGINNING OF A COMPOUND CURVE, (3) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°31'03", HAVING A RADIUS OF 129.84 FEET AND WHOSE LONG CHORD BEARS N35°43'44"E 28.31 FEET, (4) THENCE N29°28'16"E 75.24 FEET TO THE BEGINNING OF A CURVE, (5) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'14", HAVING A RADIUS OF 383.00 FEET AND WHOSE LONG CHORD BEARS N34°40'24"E 69.45 FEET, (6) THENCE N39°52'31"E 232.66 FEET TO THE BEGINNING OF A CURVE, (7) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'51", HAVING A RADIUS OF 722.00 FEET AND WHOSE LONG CHORD BEARS N45°04'56"E 131.05 FEET, (8) THENCE N50°17'21"E 25.98 FEET TO THE BEGINNING OF A CURVE, (9) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°42'18" HAVING A RADIUS OF 333.00 FEET AND WHOSE LONG CHORD BEARS N56°08'29"E 67.91 FEET, (10) THENCE N61°39'27"E 80.09 FEET TO THE BEGINNING OF A CURVE, (11) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°33'12", HAVING A RADIUS OF 680.00 FEET AND WHOSE LONG CHORD BEARS N65°46'12"E 89.58 FEET, (12) THENCE N69°32'48"E 109.15 FEET TO THE BEGINNING OF A CURVE, (13) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 07°33'57", HAVING A RADIUS OF 733.00 FEET AND WHOSE LONG CHORD BEARS N65°45'50"E 96.72 FEET TO THE BEGINNING OF A REVERSE CURVE, (14) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°06'57", HAVING A RADIUS OF 600.00 FEET AND WHOSE LONG CHORD BEARS N68°02'20"E 126.64 FEET, (15) THENCE N74°05'49"E 34.20 FEET TO THE BEGINNING OF A CURVE, (16) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°18'36", HAVING A RADIUS OF 135.00 FEET AND WHOSE LONG CHORD BEARS N66°01'00"E 38.30 FEET TO THE BEGINNING OF A CURVE, (17) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 15°33'56", HAVING A RADIUS OF 288.00 FEET AND WHOSE LONG CHORD BEARS N50°04'46"E 78.00 FEET, (18) THENCE N42°13'21"E 72.34 FEET, (19) THENCE N47°38'32"E 31.66 FEET, (20) THENCE N75°20'07"E 28.74 FEET, (21) THENCE N81°25'42"E 33.64 FEET, (22) THENCE S80°29'21"E 34.72 FEET TO THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 27; THENCE N01°02'39"E 280.59 FEET ALONG SAID QUARTER SECTION LINE; THENCE S88°59'23"E 1117.50 FEET; THENCE S01°01'44"W 199.84 FEET; THENCE S88°59'23"E 425.00 FEET; THENCE S01°01'44"W, 654.76 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE N88°59'06"W 1542.81 FEET ALONG SAID NORTHEAST CENTER 1/16TH LINE TO A ROSENBERG REBAR AND CAP MONUMENTING THE CENTER NORTH 1/16TH CORNER OF SAID SECTION 27; THENCE S01°03'33"W 558.17 FEET ALONG SAID NORTH/SOUTH QUARTER SECTION LINE TO A FOUND ½" REBAR; THENCE S80°06'14"W 760.71 FEET TO A ROSENBERG REBAR AND CAP; THENCE N00°54'20"E 15.25 FEET TO A ROSENBERG REBAR AND CAP; THENCE S01°03'34"W 400.04 FEET TO A ROSENBERG REBAR AND CAP; THENCE S01°01'23"W 184.57 FEET TO A ROSENBERG REBAR AND CAP; THENCE N88°58'18"W 980.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 102.80 ACRES MORE OR LESS.

LEGEND

- PROPOSED SPECIAL SERVICE DISTRICT BOUNDARY
- SECTION LINE
- SIXTEENTH SECTION LINE
- DEED LINE
- FOUND SECTION CORNER AS NOTED
- FOUND QUARTER SECTION CORNER AS NOTED
- FOUND SURVEY MONUMENT AS NOTED

FINAL LOCAL ENTITY PLAT
OCULTA ROCA PUBLIC
INFRASTRUCTURE DISTRICT NO. 2

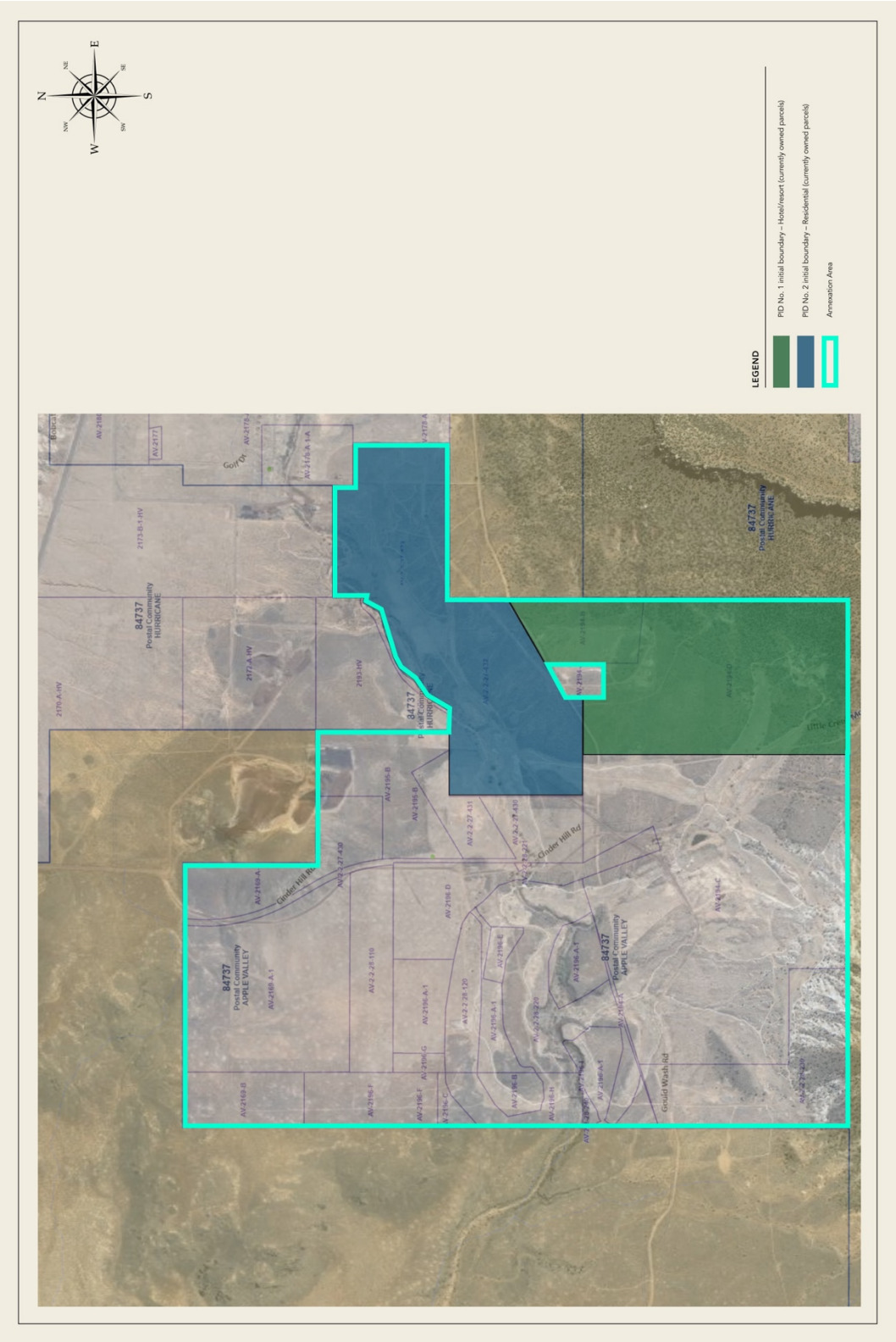
WASHINGTON COUNTY, UTAH
SCALE 1" = 300'

PREPARED BY:
Jones & DeMille Engineering, Inc.
CIVIL ENGINEERING - SURVEYING - TESTING - GIS - ENVIRONMENTAL
- infrastructure professionals -
1.800.748.5275 www.jonesanddemille.com

PROJECT NUMBER: 2408-029	FILE NAME:	
SURVEYED BY: JDE	DRAWN BY: TDC	UPDATED: 8/29/2024 PLOTTED: 8/29/2024

COUNTY SURVEYOR'S APPROVAL	TOWN ATTORNEY APPROVAL	RECORDED NUMBER
THE HEREON ANNEXATION PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS _____ *DAY OF* _____, *A.D. 20__*	*APPROVED AS TO FORM, THIS THE* _____ *DAY OF* _____, *A.D. 20__*	
COUNTY SURVEYOR WASHINGTON COUNTY, UTAH	*CITY ATTORNEY CITY OF APPLE VALLEY, UTAH*	*WASHINGTON COUNTY RECORDER*

Proposed Annexation Area Map



Apple Valley, Utah

September ___, 2024

The Town Council (the "Council") of Apple Valley, Utah (the "Town"), met in regular session (including by electronic means) on August 28, 2024, at its regular meeting place in Apple Valley, Utah at 6:00 p.m., with the following members of the Council being present:

Michael Farrar	Mayor
Kevin Sair	Councilperson
Janet Prentice	Councilperson
Annie Spendlove	Councilperson
Scott Taylor	Councilperson

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the Town Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this September ___, 2024, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Councilperson _____ and seconded by Councilperson _____ adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Mayor and recorded by the Town Recorder in the official records of the Town. The resolution is as follows:

RESOLUTION _____

A RESOLUTION OF THE TOWN COUNCIL (THE "COUNCIL") OF THE TOWN OF APPLE VALLEY, UTAH (THE "TOWN"), PROVIDING FOR THE CREATION OF OCULTA ROCA PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 & 2 (THE "DISTRICTS") AS INDEPENDENT BODY CORPORATE AND POLITIC; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT, AN INTERLOCAL AGREEMENT, AND A NOTICE OF BOUNDARY ACTION; DELEGATING TO CERTAIN OFFICERS OF THE TOWN THE AUTHORITY TO APPROVE AND EXECUTE THE FINAL TERMS AND PROVISIONS OF THE GOVERNING DOCUMENT, THE INTERLOCAL AGREEMENT, THE NOTICE OF BOUNDARY ACTION AND ANY OTHER DOCUMENTS RELATED THERETO; AUTHORIZING THE DISTRICT TO PROVIDE SERVICES RELATING TO THE FINANCING AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE TO SERVE THE DISTRICT AREA; APPOINTING A BOARD OF TRUSTEES FOR THE DISTRICT; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the "Petition") was filed with the Town requesting adoption by resolution the approval of the creation of a public infrastructure district pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the "PID Act") and relevant portions of Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the "Act") within the boundaries of the Town, for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the Town may create one or more public infrastructure districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the Districts (the "Property Owners"); and

WHEREAS, the Petition containing the consent of such Property Owners has been certified by the Recorder of the Town pursuant to the Act and it is in the best interests of the Property Owners that the creation of the Districts be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, it is necessary to authorize the creation of the Districts under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the Town properly published notice of the public meeting in compliance with the applicable requirements of the Utah code; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the District before the public meeting on the Petition; and

WHEREAS, each board member appointed under this Resolution has previously filed with the Town a disclosure of business relationships in compliance with Section 17D-4-202(9) of the PID Act; and

WHEREAS, according to attestations filed with the Town, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the Districts under Section 17D-4-202(3)(c) of the PID Act because they are officers or agents of property owners within the District boundaries (as further set forth in the Petition); and

WHEREAS, the governance of the Districts shall be in accordance with the PID Act and the terms of a governing document (the "Governing Document") attached hereto as Exhibit B and an Interlocal Agreement between the Town and the District, attached to the Governing Document as Governing Document Exhibit C; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah the Notices of Impending Boundary Action attached hereto as Exhibit C (the "Boundary Notices") and a Final Local Entity Plat to be submitted therewith (the "Plat").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the Districts, are hereby ratified, approved and confirmed.

2. The Districts are hereby created as a separate entity from the Town in accordance with the Governing Document and the Act. The boundaries of the Districts shall be as set forth in the Plat.

3. The Council does hereby authorize the Districts to provide services relating to the financing and construction of public infrastructure to serve the District Area.

4. It is hereby found and determined by the Council that the creation of the Districts is appropriate to the general welfare, order and security of the Town, and the organization of the Districts pursuant to the PID Act is hereby approved.

5. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibits B and Governing Document Exhibit C are hereby authorized and approved and the Districts shall be governed by the terms thereof and applicable law.

6. The District Board for each of the Districts is hereby appointed as follows:

(a) Trustee 1 – Dallin Jolley for an initial six-year term.

(b) Trustee 2 – Anish Bhatia for an initial six-year term.

(c) Trustee 3 – Blaine Bernard for an initial four-year term.

(d) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

7. The Council does hereby authorize the Mayor to execute the Boundary Notices in substantially the form attached as Exhibit C and such other documents as shall be required to finalize the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

8. Prior to certification of the creation of the Districts by the Office of the Lieutenant Governor of the State of Utah, the Council does hereby authorize the Mayor or her designee to make any corrections, deletions, or additions to the Governing Document, the Interlocal Agreement, and the Boundary Notices or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States (provided that the debt and mill levy limitations established therein may not be modified pursuant to this provision).

9. The Boards of Trustees of the Districts (the "District Boards") are hereby authorized and directed to record such Governing Document with the recorder of Utah County within thirty (30) days of the issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

10. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

11. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

12. This resolution shall take effect immediately.

PASSED AND ADOPTED by the Town Council of the Town of Apple Valley, Utah, this _____, 2024.

TOWN OF APPLE VALLEY, UTAH

By:_____
Mayor

ATTEST:

By:_____
Town Recorder

(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Council of the Town adjourned.

By:_____
Mayor

ATTEST:

By:_____
Town Recorder

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

I, Jenna Vizcardo, the undersigned duly qualified and acting Town Recorder of the Town of Apple Valley, Utah ("the Town"), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the Town Council (the "Council"), had and taken at a lawful meeting of the Council on September ____, 2024, commencing at the hour of 6:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town, this September ____, 2024.

By:_____
Town Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Jenna Vizcardo, the undersigned Town Recorder of the Town of Apple Valley, Utah (the "Town"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the "Council") on September ____, 2024, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) causing a Notice, in the form attached hereto as Schedule 1, to be posted at the Town's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) causing a copy of such notice, in the form attached hereto as Schedule 1 to be posted on the Town's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2024 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the Town to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the Town's official website and (c) in a public location within the Town that is reasonably likely to be seen by residents of the Town.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September ____, 2024.

By:_____
Town Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B

GOVERNING DOCUMENT

EXHIBIT C

NOTICES OF BOUNDARY ACTION

FINAL LOCAL ENTITY PLAT - OCULTA ROCA PUBLIC INFRASTRUCTURE DISTRICT NO. 2

LOCATED IN THE NORTH ½ OF SECTION 27
T. 42 S., R. 12 W., S.L.B.&M.
WASHINGTON COUNTY, UTAH
2024

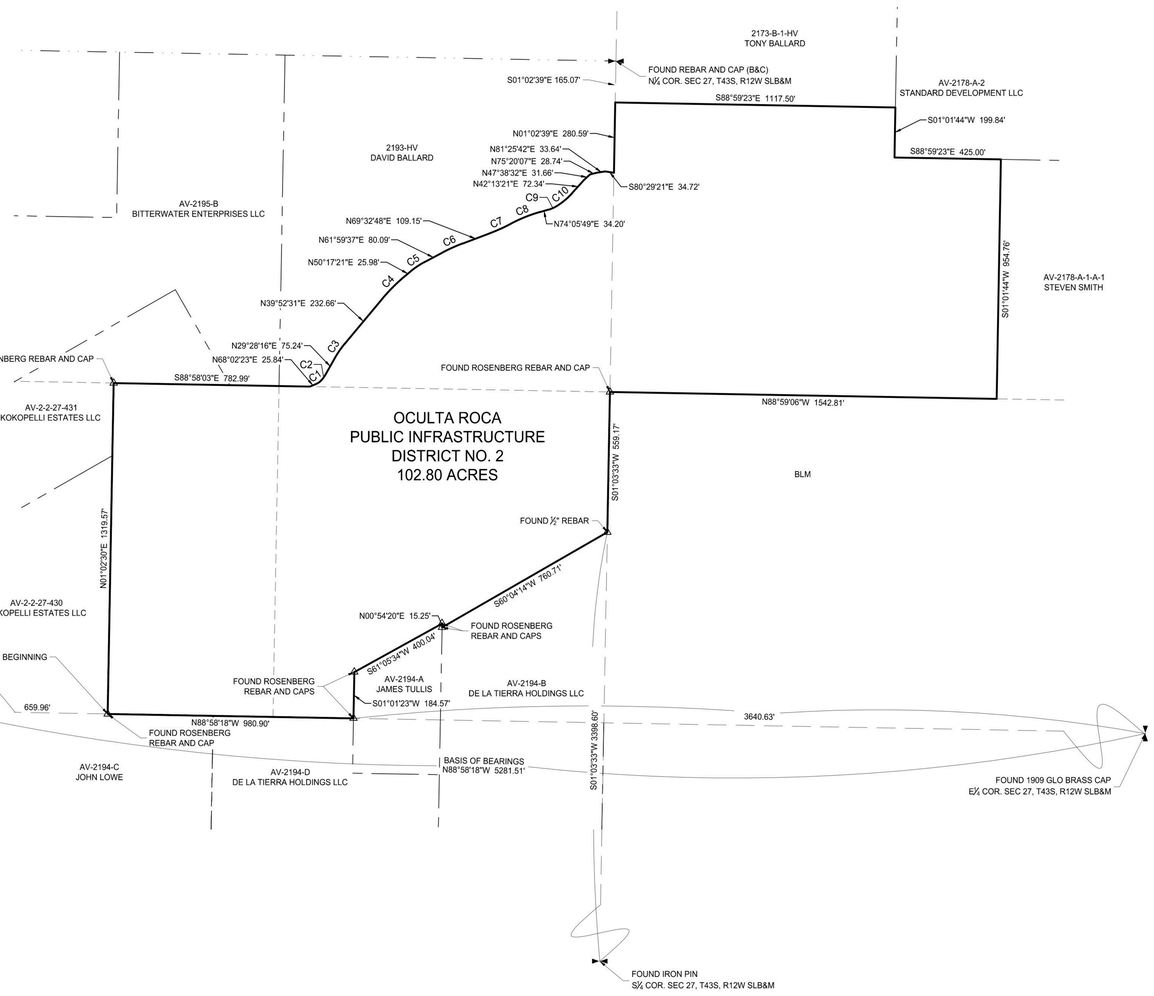
N

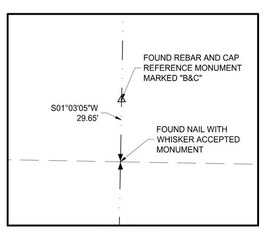
GRAPHIC SCALE

300 0 150 300 600 1200

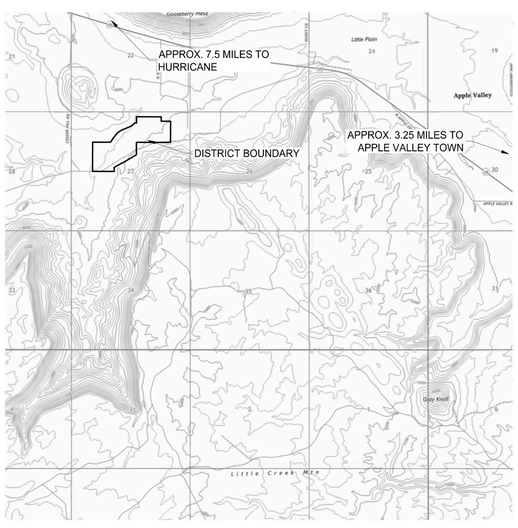
(IN FEET)
1 inch = 300 ft.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	27.02	59.43	26°03'06"	N55° 00' 48"E	26.79
C2	28.37	129.84	12°31'03"	N35° 43' 44"E	28.31
C3	69.55	383.00	10°24'14"	N34° 40' 24"E	69.45
C4	131.23	722.00	10°24'51"	N45° 04' 56"E	131.05
C5	68.03	333.00	11°42'18"	N56° 08' 29"E	67.91
C6	89.64	680.00	7°33'12"	N65° 46' 12"E	89.58
C7	96.79	733.00	7°33'57"	N65° 45' 50"E	96.72
C8	126.88	600.00	12°06'57"	N68° 02' 20"E	126.64
C9	38.43	135.00	16°18'36"	N66° 01' 00"E	38.30
C10	78.24	288.00	15°33'56"	N50° 04' 46"E	78.00





DETAIL "A"
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, TAYLOR D. CHRISTENSEN, A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING CERTIFICATE #13836199, CERTIFY THAT BY AUTHORITY OF THE PROPERTY OWNERS, THE PLAT SHOWN HEREON WAS MADE UNDER MY DIRECTION ACCORDING TO UTAH STATE CODE TITLE 17, CHAPTER 23, SECTION 20. I FURTHER CERTIFY THAT THIS PLAT CORRECTLY SHOWS THE DIMENSIONS OF THE DISTRICT TO BE CREATED.

PROFESSIONAL LAND SURVEYOR
NO. 13836199
TAYLOR D.
CHRISTENSEN
08/29/2024
Electronic Seal
STATE OF UTAH

TAYLOR D. CHRISTENSEN, P.L.S. #13836199

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, APPLE VALLEY TOWN, HAVE RECEIVED A PETITION SIGNED BY THE MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON REQUESTING THAT SAID DISTRICT BE CREATED AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH CODE 17D-1-2 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE CREATION OF THE SPECIAL SERVICE DISTRICT AS SHOWN AS PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE "OCULTA ROCA PUBLIC INFRASTRUCTURE DISTRICT NO. 2".

ACCEPTED THIS _____ DAY OF _____ , A.D. 2024.

MAYOR

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

DISTRICT BOUNDARY DESCRIPTION

A TRACT OF LAND IN THE NORTH 1/2 OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN IN WASHINGTON COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ROSENBERG REBAR AND CAP LYING 659.96 FEET S88°58'18"E ALONG THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 27, FROM A NAIL MONUMENTING THE WEST ¼ CORNER OF SAID SECTION 27; RUNNING THENCE N01°02'30"E 1319.57 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 AND TO A ROSENBERG REBAR AND CAP; THENCE S88°58'03"E 782.99 FEET ALONG SAID NORTHWEST 1/16TH LINE TO THE FLOWLINE OF GOULDS WASH; THENCE ALONG THE FLOWLINE OF GOULDS WASH THE FOLLOWING (22) TWENTY-TWO COURSES, (1) N68°02'23"E 25.84 FEET TO THE BEGINNING OF A CURVE, (2) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°03'06", HAVING A RADIUS OF 59.43 FEET AND WHOSE LONG CHORD BEARS N55°00'48"E 26.79 FEET TO THE BEGINNING OF A COMPOUND CURVE, (3) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°31'03", HAVING A RADIUS OF 129.84 FEET AND WHOSE LONG CHORD BEARS N35°43'44"E 28.31 FEET, (4) THENCE N29°28'16"E 75.24 FEET TO THE BEGINNING OF A CURVE, (5) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'14", HAVING A RADIUS OF 383.00 FEET AND WHOSE LONG CHORD BEARS N34°40'24"E 69.45 FEET, (6) THENCE N39°52'31"E 232.66 FEET TO THE BEGINNING OF A CURVE, (7) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'51", HAVING A RADIUS OF 722.00 FEET AND WHOSE LONG CHORD BEARS N45°04'56"E 131.05 FEET, (8) THENCE N50°17'21"E 25.98 FEET TO THE BEGINNING OF A CURVE, (9) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°42'18" HAVING A RADIUS OF 333.00 FEET AND WHOSE LONG CHORD BEARS N56°08'29"E 67.91 FEET, (10) THENCE N61°59'37"E 80.09 FEET TO THE BEGINNING OF A CURVE, (11) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°33'12", HAVING A RADIUS OF 680.00 FEET AND WHOSE LONG CHORD BEARS N65°46'12"E 89.58 FEET, (12) THENCE N69°32'48"E 109.15 FEET TO THE BEGINNING OF A CURVE, (13) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 07°33'57", HAVING A RADIUS OF 733.00 FEET AND WHOSE LONG CHORD BEARS N65°45'50"E 96.72 FEET TO THE BEGINNING OF A REVERSE CURVE, (14) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°06'57", HAVING A RADIUS OF 600.00 FEET AND WHOSE LONG CHORD BEARS N68°02'20"E 126.64 FEET, (15) THENCE N74°05'49"E 34.20 FEET TO THE BEGINNING OF A CURVE, (16) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°18'36", HAVING A RADIUS OF 135.00 FEET AND WHOSE LONG CHORD BEARS N66°01'00"E 38.30 FEET TO THE BEGINNING OF A CURVE, (17) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 15°33'56", HAVING A RADIUS OF 288.00 FEET AND WHOSE LONG CHORD BEARS N50°04'46"E 78.00 FEET, (18) THENCE N42°13'21"E 72.34 FEET, (19) THENCE N47°38'32"E 31.66 FEET, (20) THENCE N75°20'07"E 28.74 FEET, (21) THENCE N81°25'42"E 33.64 FEET, (22) THENCE S80°29'21"E 34.72 FEET TO THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 27; THENCE N01°02'39"E 280.59 FEET ALONG SAID QUARTER SECTION LINE; THENCE S88°59'23"E 1117.50 FEET; THENCE S01°01'44"W 199.84 FEET; THENCE S88°59'23"E 425.00 FEET; THENCE S01°01'44"W 954.76 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE N88°59'06"W 1542.81 FEET ALONG SAID NORTHEAST CENTER 1/16TH LINE TO A ROSENBERG REBAR AND CAP MONUMENTING THE CENTER NORTH 1/16TH CORNER OF SAID SECTION 27; THENCE S01°03'33"W 559.17 FEET ALONG SAID NORTH/SOUTH QUARTER SECTION LINE TO A FOUND ½" REBAR; THENCE S60°04'14"W 760.71 FEET TO A ROSENBERG REBAR AND CAP; THENCE N00°54'20"E 15.25 FEET TO A ROSENBERG REBAR AND CAP; THENCE S61°05'34"W 400.04 FEET TO A ROSENBERG REBAR AND CAP; THENCE S01°01'23"W 184.57 FEET TO A ROSENBERG REBAR AND CAP; THENCE N88°58'18"W 980.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 102.80 ACRES MORE OR LESS.

LEGEND

- PROPOSED SPECIAL SERVICE DISTRICT BOUNDARY
- SECTION LINE
- SIXTEENTH SECTION LINE
- DEED LINE
- FOUND SECTION CORNER AS NOTED
- FOUND QUARTER SECTION CORNER AS NOTED
- FOUND SURVEY MONUMENT AS NOTED

FINAL LOCAL ENTITY PLAT
OCULTA ROCA PUBLIC INFRASTRUCTURE DISTRICT NO. 2

WASHINGTON COUNTY, UTAH
SCALE 1" = 300'

PREPARED BY:
Jones & DeMille Engineering, Inc.
CIVIL ENGINEERING - SURVEYING - TESTING - GIS - ENVIRONMENTAL
- infrastructure professionals -
1.800.748.5275 www.jonesanddemille.com

PROJECT NUMBER: 2408-029	FILE NAME: h:\jd\proj\2408-029\dwg\2408-029 survey final entity plat2.dwg		
SURVEYED BY: JDE	DRAWN BY: TDC	UPDATED: 8/29/2024 PLOTTED: 8/29/2024	

COUNTY SURVEYOR'S APPROVAL	TOWN ATTORNEY APPROVAL	RECORDED NUMBER
THE HEREON ANNEXATION PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS	*APPROVED AS TO FORM, THIS THE*	
_____ DAY OF _____ , A.D. 20__.	*_____ DAY OF _____ , A.D. 20__.*	
COUNTY SURVEYOR *WASHINGTON COUNTY, UTAH*	*CITY ATTORNEY* *CITY OF APPLE VALLEY, UTAH*	*WASHINGTON COUNTY RECORDER*

GOVERNING DOCUMENT
FOR

OCULTA ROCA PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 & 2

TOWN OF APPLE VALLEY, UTAH

Prepared
by
Snow Jensen & Reece, P.C.
912 West 1600 South, Suite B-200
St. George, Utah
September ___, 2024

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EXHIBIT C Interlocal Agreement between the District and Apple Valley Town

I. INTRODUCTION

A. Purpose and Intent.

The Districts are independent units of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Governing Document, their activities are subject to review by the Town only if they deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will levy taxes to finance part or all of the Public Improvements that will serve the anticipated inhabitants and taxpayers in the Project. The Districts may, at their option, pledge tax revenues to an interlocal entity that provides part or all of the Public Improvements. The primary purpose of the Districts will be to finance or help finance the construction of the Public Improvements. The Districts are not being created to provide any ongoing operations and maintenance services.

B. Need for the Districts.

There are currently no other governmental entities, including the Town, that consider it desirable, feasible, or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding Districts' Governing Document.

The Town's objective in approving the Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts or an entity to which the Districts have pledged tax revenues. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Assessments. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide the Public Improvements associated with Project and regional needs. Although the Districts have authority to directly provide the Public Improvements, the Districts also have authority to pledge tax revenues to an interlocal entity that provides the Public Improvements.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

The Districts are hereby authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments, or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties. It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area which is approved by the Town for annexation into a District upon the meeting of certain requirements stated in this Governing Document, as depicted on the map attached hereto as **Exhibit B**.

Anticipated Units: means residential units which are approved by the Town for development in a District and which are anticipated for sale or long-term lease as permanent residences (not including short-term rental or resort units).

Assessment: means assessments levied in an assessment area created within a District.

Assessment Act: means collectively, (i) Title 11, Chapter 42, Utah Code as may be amended from time to time and (ii) the C-PACE Act.

Board: means the board of trustees of a District.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which a District has promised to impose an *ad valorem* property tax mill levy, and/or collect Assessments.

C-PACE Act: means Title 11, Chapter 42a of the Utah Code, as amended from time to time and any successor statute thereto.

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

Town: means the Town of Apple Valley, Utah.

Town Code: means the Apple Valley Town Code, Utah.

Town Council: means the Town Council of Apple Valley, Utah.

District: means the Oculta Roca Public Infrastructure District No. 1 or Oculta Roca Public Infrastructure District No. 2.

District Area: means all the property within the Initial District Boundary Map for both Districts, and including the Annexation Area.

Fees: means any fee imposed by a District for administrative services provided by a District.

Financial Plan: means the financial plan described in Section VIII.

General Obligation Debt: means a Debt that is payable from and secured by ad valorem property taxes that are levied by a District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the Districts approved by the Town Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the Town Council in accordance with the Town's ordinance and the applicable state law and approved by the Board of each District to which the amendment applies, in accordance with applicable state law.

Initial District Boundaries: means, for each District, the boundaries of the area shown in the Initial District Boundary Map for that District and as particularly described in **Exhibit A**.

Initial District Boundary Map: means, for each District, the map attached hereto in **Exhibit A**, describing the District's initial boundaries.

Limited Tax Debt: means a debt that is payable from and secured by ad valorem property taxes that are levied by a District which may not exceed the Maximum Debt Mill Levy.

Maximum Debt Mill Levy: means the maximum mill levy a District is permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property as set forth in Section VIII.D below.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Project: means the development or property commonly known as Oculta Roca, the boundaries of which are within the Initial District Boundaries of the Districts.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time.

Public Improvements: means a part or all of the public infrastructure that may be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed by the District as generally allowed in the Special District Act and the PID Act, to serve the future taxpayers and inhabitants of the District or the Project as determined by the Board or any interlocal agency created by the Board.

Regional Improvements: means Public Improvements and facilities that benefit the Project and which may be financed pursuant to Section VII below.

Special District Act: means Title 17B of the Utah Code, as amended from time to time.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by the District.

Trustee: means a member of a Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The combined area of the Initial District Boundaries of both Districts includes approximately 203.91 acres. Legal descriptions of each District's Initial District Boundaries are attached as **Exhibit A**. A map of each of the Initial District Boundaries is attached hereto as **Exhibit A**. The Annexation Area of each District is the area depicted in **Exhibit B** hereto. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals within the Annexation Area pursuant to the PID Act, subject to Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Initial Boundaries together consist of approximately 203.91 acres of undeveloped land. The current assessed valuation of the Initial District Boundaries at build out is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

Approval of this Governing Document by the Town does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Governing Document Amendment.

Each District shall have the power and authority to provide the Public Improvements within and without the boundaries of that District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to any limitations set forth herein. Each District shall further have all power and authority as a "public agency" under the Interlocal Cooperation Act to enter into any interlocal agreement and to create any interlocal entity that may exercise any powers that may be exercised by a District.

1. Operations and Maintenance Limitation. The purpose of each District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. Each District shall dedicate the Public Improvements to the Town or other appropriate public entity or owners association in a manner consistent with the applicable provisions of the Town Code.

2. Construction Standards Limitation. Each District will design and construct the Public Improvements in accordance with the standards and specifications of the Town. Each District will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. Procurement. Each District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, a District may acquire completed or partially completed improvements for fair market value as reasonably determined by a surveyor or engineer that the District employs or engages to perform the necessary engineering services for and to supervise the construction or installation of the improvements (which may be a Town surveyor or engineer).

4. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, a District shall obtain the certification of a Municipal Advisor substantially as follows:

> We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.
>
> We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.]

5. Annexation and Withdrawal.

(a) Neither District shall include within any of its boundaries any property outside the District Area without the prior written consent of the Town. The Town, by resolution, has consented to each District's annexation of any area within the Annexation Area Boundaries into the District. A District may, by resolution, and without the prior written consent of the Town, annex any property within the District Area if the District has the consent of all property owners and registered voters, if any, within the area to be annexed.

(b) The Town, by resolution, has consented to the withdrawal of any area within the District Boundaries from a District. Such area may only be withdrawn upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board approving such withdrawal.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the Town a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.5(a) and (b) shall not constitute an amendment of this Governing Document.

6. Overlap Limitation. No District shall consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of that District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. A District may annex an area that is a part of another public infrastructure district only if the aggregate mill levy for payment of Debt of the overlapping area would not exceed the Maximum Debt Mill Levy of the Districts.

7. Initial Debt Limitation. On or before the effective date of approval by the Town of the Interlocal Agreement provided in **Exhibit C**, the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt.

8. Total Debt Issuance Limitation. There shall be no limit to the amount of Debt that may be issued by the Districts, except as may be limited by the Maximum Debt Mill Levy set forth herein. There is no limit to the amount of Assessment Debt or C-PACE Bonds the Districts may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act.

9. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the Town to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Governing Document Amendment.

10. Eminent Domain. The Districts shall not exercise eminent domain or utilize any funds of the Districts to support any eminent domain action or proceeding unless (i) the public improvements for which eminent domain is proposed are specifically approved under the Interlocal Agreement or a Development Agreement, or a separate agreement of the Town and (ii) their location complies with a master infrastructure plan or similar plan of the Town or the applicable service provider.

11. Governing Document Amendment Requirement.

(a) This Governing Document has been designed with sufficient flexibility to enable each District to provide required improvements and facilities under evolving circumstances without the need for amendments. Actions of a District which clearly violate the limitations set forth in V.A.1-9 above or in VIII.B-G. shall be deemed to be material violations of this Governing Document and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of resolutions of the Town and each District affected by such amendment.

B. Preliminary Engineering Survey.

Each District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed will be prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and/or any other

applicable public entity. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board of each District shall be composed of 3 Trustees who shall be appointed by the Town Council pursuant to the PID Act. Trustees 1, 2, and 3 shall be at large seats. Trustee terms shall be staggered with initial terms as follows: Trustees 1 and 2 shall serve an initial term of six years; Trustee 3 shall serve an initial term of four years. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Reappointment. Upon the expiration of a Trustee's respective term, the seat shall be appointed by the Town Council pursuant to the PID Act. If a Trustee's term will expire within two years of the District's first annexation, the Town Council will re-appoint the Trustee(s) for an additional term. In the event that no qualified candidate files to be considered for appointment for a seat, such seat may be filled in accordance with the Local District Act.

C. Transition to Elected Board. For each District in which Anticipated Units are developed, respective board seats shall transition from appointed to elected seats according to the following milestones:

1. Trustee 1. Trustee 1 shall transition to an elected seat after the end of a full term during which 50% of the Anticipated Units have received certificates of occupancy.

2. Trustee 2. Trustee 2 shall transition to an elected seat after the end of a full term during which 70% of the Anticipated Units have received certificates of occupancy.

3. Trustee 3. Trustee 3 shall transition to an elected seat after the end of a full term during which 90% of the Anticipated Units have received certificates of occupancy.

No transition pursuant to this Section on the basis of the number of building permits issued shall become effective until the next scheduled regular election of the District. Seats set to transition on January 1 of a given year shall hold an election for such seats at the regular election immediately preceding such January 1. In the event that a District has no Anticipated Units, the Trustees shall continue to be appointed.

D. Vacancy. Any vacancy on a Board shall be filled pursuant to the Special District Act and in accordance with the PID Act.

E. Compensation. Only Trustees who are residents of a District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202(9) and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The District shall be authorized to facilitate or provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements. Regional Improvements may include roadways, utility connections in said roadways, and any other such public improvements.

VIII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District or an interlocal entity to which the District has pledged its revenues. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments and other legally available revenues, or in the alternative, at the District's option, to pledge revenues derived from the Maximum Debt Mill Levy, Assessments and other legally available revenues to an interlocal entity that will issue such Debt as can be reasonably be paid. If the District issues Debt, the total Debt that the District issues shall be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. The District may also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-302, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, if issued by the District, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be **0.010 per dollar or ten (10) mills**; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

D. Maximum Debt Mill Levy Imposition Term.

Any bond issued by the District shall mature within thirty (30) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of the District's bonds after a period exceeding forty (40) years from the date of issuance of such bond (the "Maximum Debt Mill Levy Imposition Term").

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-203, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of any Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the Town of payment of any of the District's obligations;

nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Seventy-five Thousand Dollars ($75,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Sixty-five Thousand Dollars ($65,000) which is anticipated to be derived from property taxes and other revenues.

I. Bond and Disclosure Counsel.

It is the intent of the Town that the District shall use competent and nationally recognized bond and disclosure counsel with respect to District Bonds to ensure proper issuance and compliance with this Governing Document.

IX. ANNUAL REPORT

A. General.

The District shall submit an annual report to the Town Manager's Office no later than July 1st of each year following the year in which the District was created.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);

3. Names and terms of Board members and officers;

4. District office contact information;

5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;

6. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year;

7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the Town as of December 31 of the prior year;

8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;

9. Official statements of current outstanding bonded indebtedness, if not previously provided to the Creating Entity;

10. The assessed valuation of the District for the current year;

11. Current year budget including a description of the Public Improvements to be constructed in such year;

12. Audit of the District's financial statements, for the year ending December 31 of the previous year;

13. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and

14. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes. Further, in no event shall a dissolution occur until the District has satisfied all contractual obligations, including but not limited to any pledge of tax revenues to an interlocal entity.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the Town adopting a resolution creating the District, the Board shall record a notice with the recorder of Washington County. Such notice shall (a) contain a description of the Initial Boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the Town, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filled with the Town.

In addition, the Applicant and the Board shall ensure that the Applicant, homebuilders, and commercial developers, as applicable, disclose the following information to initial resident homeowners and commercial property owners:

(1) All of the information in the first paragraph of this Article XI;

(2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

"Under the maximum property tax rate of the District, each $100,000.00 of taxable value of a given property would have an **additional annual property tax of $1,000** for the duration of the District's Bonds."

(3) Such disclosures shall be contained on a separate colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

XII. INTERLOCAL AGREEMENT

The form of the Interlocal Agreement, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit C**. Each District shall approve the Interlocal Agreement in the form attached as **Exhibit C** at its first Board meeting after its organizational election. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material violation and shall require a Governing Document Amendment. The Town Council shall approve the Interlocal Agreement in the form attached as **Exhibit C** at the public hearing approving the Governing Document.

XIII. CONCLUSION

The creation of the Districts are in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions of the Initial District Boundaries

PID No. 1 Legal Description:

A TRACT OF LAND IN THE EAST½ OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN, IN WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIN MONUMENT IN THE SOUTH QUARTER CORNER OF SAID SECTION 27, RUNNING THENCE N 88°59'33"W 1557.66 FEET ALONG THE SOUTHERLY SECTION LINE OF SAID SECTION 27; THENCE N01°02'15"E 2639.04 FEET TO THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 27; THENCE S88°58'18"E 580.03 FEET ALONG SAID QUARTER SECTION LINE TO A ROSENBERG REBAR AND CAP; THENCE S01°01'43"W 218.56 FEET TO A ROSENBERG REBAR AND CAP; THENCE S88°59'36"E 346.11 FEET TO A ROSENBERG REBAR AND CAP; THENCE N01°05'03"E 587.38 FEET TO A ROSENBERG REBAR AND CAP; THENCE N60°04'14"E 760.71 FEET TO A REBAR AND THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 27; THENCE S01°03'33"W 3398.73 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.
CONTAINING 101.11 ACRES, MORE OR LESS.

PID No. 2 Legal Description:

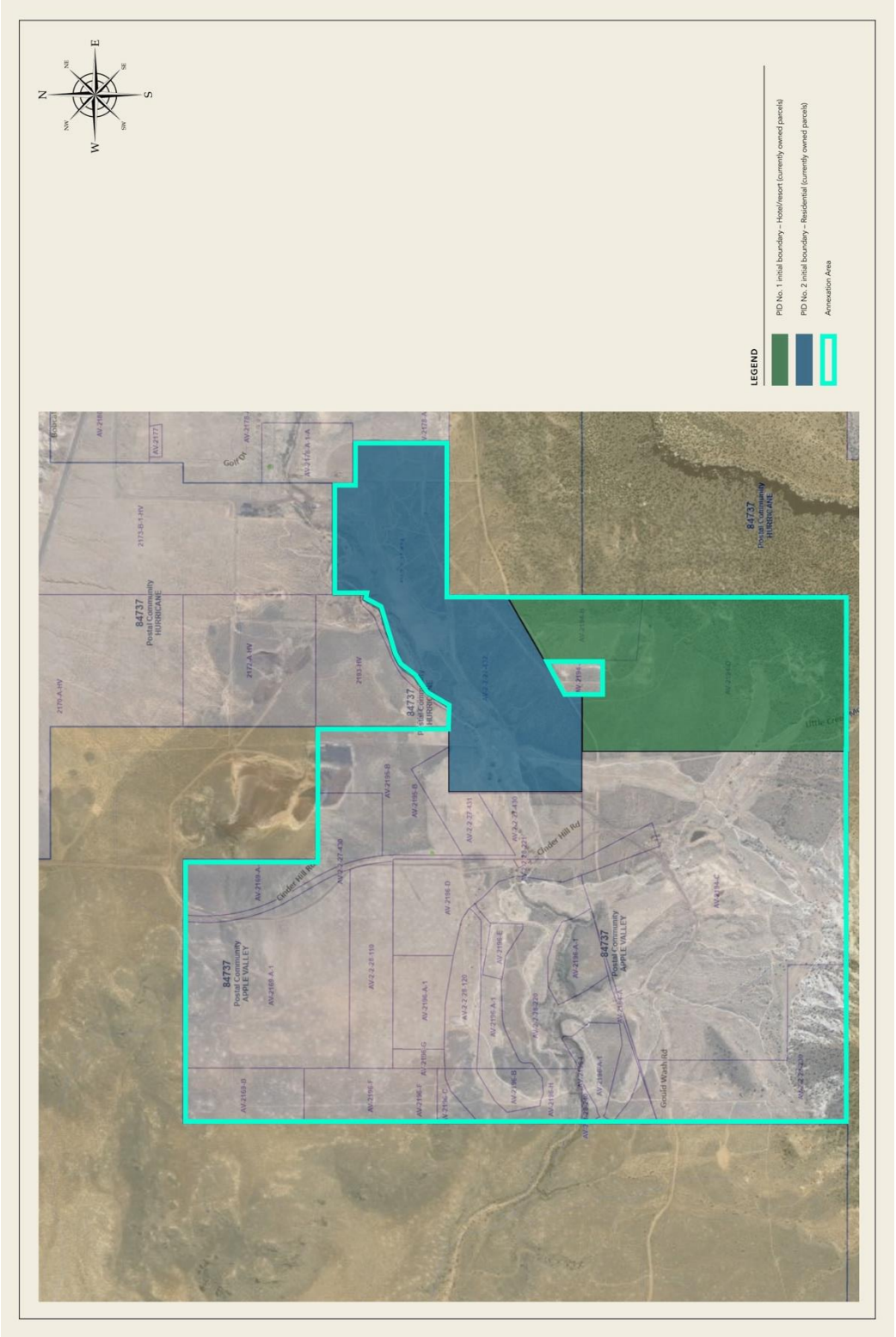
A TRACT OF LAND IN THE NORTH 112 OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN IN WASHINGTON COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A ROSENBERG REBAR AND CAP LYING 659.96 FEET S88°58'18"E ALONG THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 27, FROM A NAIL MONUMENTING THE WEST ¼ CORNER OF SAID SECTION 27; RUNNING THENCE N01°02'30"E 1319.57 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 AND TO A ROSENBERG REBAR AND CAP; IBENCE S88°58'03"E 782.99 FEET ALONG SAID NORTHWEST 1116TH LINE TO THE FLOWLINE OF GOULDS WASH; THENCE ALONG THE FLOWLINE OF GOULDS WASH THE FOLLOWING (22) TWENTY-TWO COURSES, (1) N68°02’23"E 25.84 FEET TO THE BEGINNING OF A CURVE, (2) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°03'06", HAVING A RADIUS OF 59.43 FEET AND WHOSE LONG CHORD BEARS N55°00'48"E 26.79 FEET TO THE BEGINNING OF A COMPOUND CURVE, (3) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°31'03", HAVING A RADIUS OF 129.84 FEET AND WHOSE LONG CHORD BEARS N35°43'44"E 28.31 FEET, (4) THENCE N29°28'16"E 75.24 FEET TO THE BEGINNING OF A CURVE, (5) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'14", HAVING A RADIUS OF 383.00 FEET AND WHOSE LONG CHORD BEARS N34°40'24"E 69.45 FEET, (6) THENCE N39°52'31"E 232.66 FEET TO THE BEGINNING OF A CURVE, (7) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'51", HAVING A

RADIUS OF 722.00 FEET AND WHOSE LONG CHORD BEARS N45°04'56"E 131.05 FEET, (8) THENCE N50°17'21"E 25.98 FEET TO THE BEGINNING OF A CURVE, (9) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°42'18" HAVING A RADIUS OF 333.00 FEET AND WHOSE LONG CHORD BEARS N56°08'29"E 67.91 FEET, (10) THENCE N61°59'37"E 80.09 FEET TO THE BEGINNING OF A CURVE, (11) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°33'12", HAVING A RADIUS OF 680.00 FEET AND WHOSE LONG CHORD BEARS N65°46'12"E 89.58 FEET, (12) THENCE N89°32'48"E 109.15 FEET TO THE BEGINNING OF A CURVE, (13) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 07°33'57"', HAVING A RADIUS OF 733.00 FEET AND WHOSE LONG CHORD BEARS N65°45'50"E 96.72 FEET TO THE BEGINNING OF A REVERSE CURVE, (14) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°06'57", HAVING A RADIUS OF 600.00 FEET AND WHOSE LONG CHORD BEARS N68°02'20"E 126.64 FEET, (15) THENCE N74°05'49"E 34.20 FEET TO THE BEGINNING OF A CURVE, (16) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°18'36", HAVING A RADIUS OF 135.00 FEET AND WHOSE LONG CHORD BEARS N66°01'00"E 38.30 FEET TO THE BEGINNING OF A CURVE, (17) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 15°33'56", HAVING A RADIUS OF 288.00 FEET AND WHOSE LONG CHORD BEARS N50°04'46"E 78.00 FEET, (18) THENCE N42°13'21"E 72.34 FEET, (19) THENCE N47°38'32"E 31.86 FEET, (20) THENCE N75°20'07”E 28.74 FEET, (21) THENCE N81°25'42"E 33.64 FEET, (22) THENCE S80°29'21"E 34.72 FEET TO THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 27; THENCE N01°02’39"E 280.59 FEET ALONG SAID QUARTER SECTION LINE; THENCE S88°59'23"E 1117.50 FEET; THENCE S01°01'44"W 199.84 FEET; THENCE S88°59'23"E 425.00 FEET; THENCE S01°01'44'W 954.76 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE N88'59’06"W 1542.81 FEET ALONG SAID NORTHEAST CENTER 1116TH LINE TO A ROSENBERG REBAR AND CAP MONUMENTING THE CENTER NORTH 1116TH CORNER OF SAID SECTION 27; THENCE S01°03'33'W 559.17 FEET ALONG SAID NORTH/SOUTH QUARTER SECTION LINE TO A FOUND ½" REBAR; THENCE S60°04'14'W 760.71 FEET TO A ROSENBERG REBAR AND CAP; THENCE N00°54'20"E 15.25 FEET TO A ROSENBERG REBAR AND CAP; THENCE S61°05'34"W 400.04 FEET TO A ROSENBERG REBAR AND CAP; THENCE S01°01'23"W 184.57 FEET TO A ROSENBERG REBAR AND CAP; THENCE N88°58'18"W 980.90 FEET TO THE POINT OF BEGINNING.
CONTAINING 102.80 ACRES MORE OR LESS.

<u>PID NO. 1 Parcels:</u>
Parcel Nos.:
AV-2194-B
AV-2194-D

<u>PID NO. 2 Parcel:</u>
Parcel No. AV-2-2-27-432

EXHIBIT B
ANNEXATION AREA MAP



ANNEXATION AREA PARCELS:

Parcel Nos.:
AV-2196-G
AV-2196-D
AV-2196-E
AV-2-2-28-230
AV-2196-A-1
AV-2-2-28-120
AV-2194-C
AV-2194-B
AV-2169-A-1
AV-2-2-28-220
AV-2194-A
AV-2194-D
AV-2196-A-1
AV-2195-B
AV-2-2-28-221
AV-2196-B
AV-2169-A-1
AV-2196-C
AV-2-2-27-431
AV-2-2-27-430
AV-2196-H
AV-2-2-28-110
AV-2194-A
AV-2-2-28-240
AV-2196-I
AV-2-2-27-432
AV-2169-B
AV-2196-F
AV-2194-A

EXHIBIT C

Form of Interlocal Agreement between the Districts and Town

INTERLOCAL AGREEMENT BETWEEN

TOWN OF APPLE VALLEY, UTAH
AND
OCULTA ROCA PUBLIC INFRASTRUCTURE DISTRICT NO. ___

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2024, by and between the Town of Apple Valley, Utah, a municipal corporation of the State of Utah ("Town"), and OCULTA ROCA PUBLIC INFRASTRUCTURE DISTRICT NO. ___, a political subdivision of the State of Utah (the "District"). The Town and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide to exercise powers as are more specifically set forth in the District's Governing Document approved by the Town on August 28, 2024 ("Governing Document"); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Interlocal Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the Town or other appropriate jurisdiction in a manner consistent with the applicable provisions of the Town Code. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the Town or other public entity, and all necessary equipment and appurtenances incident thereto.

All parks and trails owned by the District shall be open to the general public and Non-District Town residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a Town or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

2. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, as applicable. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

> We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.
>
> We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

4. Inclusion Limitation. The District shall not include within any of its boundaries any property outside the District Area without the prior written consent of the Town. The Town, by resolution, has consented to the District's annexation of any area within the Annexation Area Boundaries into the District. The District may, by resolution, and without the prior written consent of the Town, annex any property within the District Area if the District has the consent of all property owners and registered voters, if any, within the area to be annexed. The Town agrees that the intent of this Paragraph and the Governing Document is to allow the District to unilaterally annex any area within the Annexation Area Boundaries at the District's sole discretion, and the Town agrees that if the District's unilateral annexation fails or would be unsatisfactory in the District's opinion, the Town agrees to cooperate and perform all necessary actions to accomplish the District's intended annexation, including but not limited to adopting a resolution under 17D-4-201(3) that mirrors the District's resolution to annex the property within the Annexation Area Boundaries.

5. Overlap Limitation. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District. The District may annex an area that is a part of another public infrastructure district only if the aggregate mill levy for payment of Debt of the overlapping area would not exceed the Maximum Debt Mill Levy of the District.

6. Initial Debt. On or before the effective date of approval by the Town of this Interlocal Agreement, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

7. Bankruptcy. All of the limitations contained in the Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the Town to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Governing Document Amendment.

8. Dissolution. Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes. Further, in no event shall a dissolution occur until the District has satisfied all contractual obligations, including but not limited to any pledge of tax revenues to an interlocal entity.

9. Disclosure to Purchasers. Within thirty (30) days of the Town adopting a resolution creating the District, the Board shall record a notice with the recorder of Washington County. Such notice shall (a) contain a description of the Initial Boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the Town, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the Town.

10. Eminent Domain. The District shall not exercise eminent domain or utilize any funds of the District to support any eminent domain action or proceeding unless (i) the public improvements for which eminent domain is proposed are specifically approved under this Agreement, a Development Agreement, or separate agreement of the Town and (ii) their location complies with a master infrastructure plan or similar plan of the Town or the applicable service provider.

11. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-9 or VIII.B-G of the Governing Document shall be deemed to be material violations of the Governing Document and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

12. Annual Report. The District shall be responsible for submitting an annual report to the Town Manager's Office no later than 180 days following the end of each year, beginning the

year after the District was created, containing the information set forth in Section VIII of the Governing Document.

13. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

14. Maximum Debt Mill Levy.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be ten (10) mills; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8).

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202.

15. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within thirty (30) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the date of issuance of such bond (the "Maximum Debt Mill Levy Imposition Term").

16. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	Oculta Roca Public Infrastructure District No. c/o Snow Jensen & Reece, PC 912 W. 1600 S., Ste. B200 St. George, UT 84770 Attn: Matthew J. Ence
To the Town:	Apple Valley Town 1777 N. Meadowlark Dr. Apple Valley, UT 84737 Attn: Mayor Michael Farrar

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

17. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

18. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

19. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

20. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

21. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

22. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

23. Parties Interested Herein. There are no third-party beneficiaries to this Agreement. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Town shall be for the sole and exclusive benefit of the District and the Town.

24. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

26. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

27. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

SIGNATURE PAGE TO INTERLOCAL AGREEMENT

OCULTA ROCA PUBLIC
INFRASTRUCTURE DISTRICT NO. ___

By: _____
Chair

Attest:

_____
Secretary

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

NOTICE OF IMPENDING BOUNDARY ACTION

Creation of

Oculta Roca Public Infrastructure District No. 2

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Apple Valley, Utah (the "Council"), acting in its capacity as the creating entity for the Oculta Roca Public Infrastructure District No. 2 (the "District") pursuant to Utah Code Ann. §§17D-4-201(2)(c) and 17B-1-213(5)(a), at a regular meeting of the Council, duly convened pursuant to notice, on September ____, 2024, adopted a *Resolution Providing for the Creation of Oculta Roca Public Infrastructure District Nos. 1 & 2*, a true and correct copy of which is attached as EXHIBIT "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Washington County, Utah, is attached as EXHIBIT "B" hereto and incorporated with this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §§17B-1-215 and 67-1a-6.5.

DATED this _____, 2024.

TOWN COUNCIL, THE TOWN OF APPLE VALLEY, UTAH, acting in its capacity as the creating authority for Oculta Roca Public Infrastructure District No. 2

By:_____
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

SUBSCRIBED AND SWORN to before me this _____, 2024.

_____
NOTARY PUBLIC

EXHIBIT "A"
TO NOTICE OF IMPENDING BOUNDARY ACTION

Copy of the Creation Resolution
(See following pages)

EXHIBIT “B”
TO NOTICE OF IMPENDING BOUNDARY ACTION

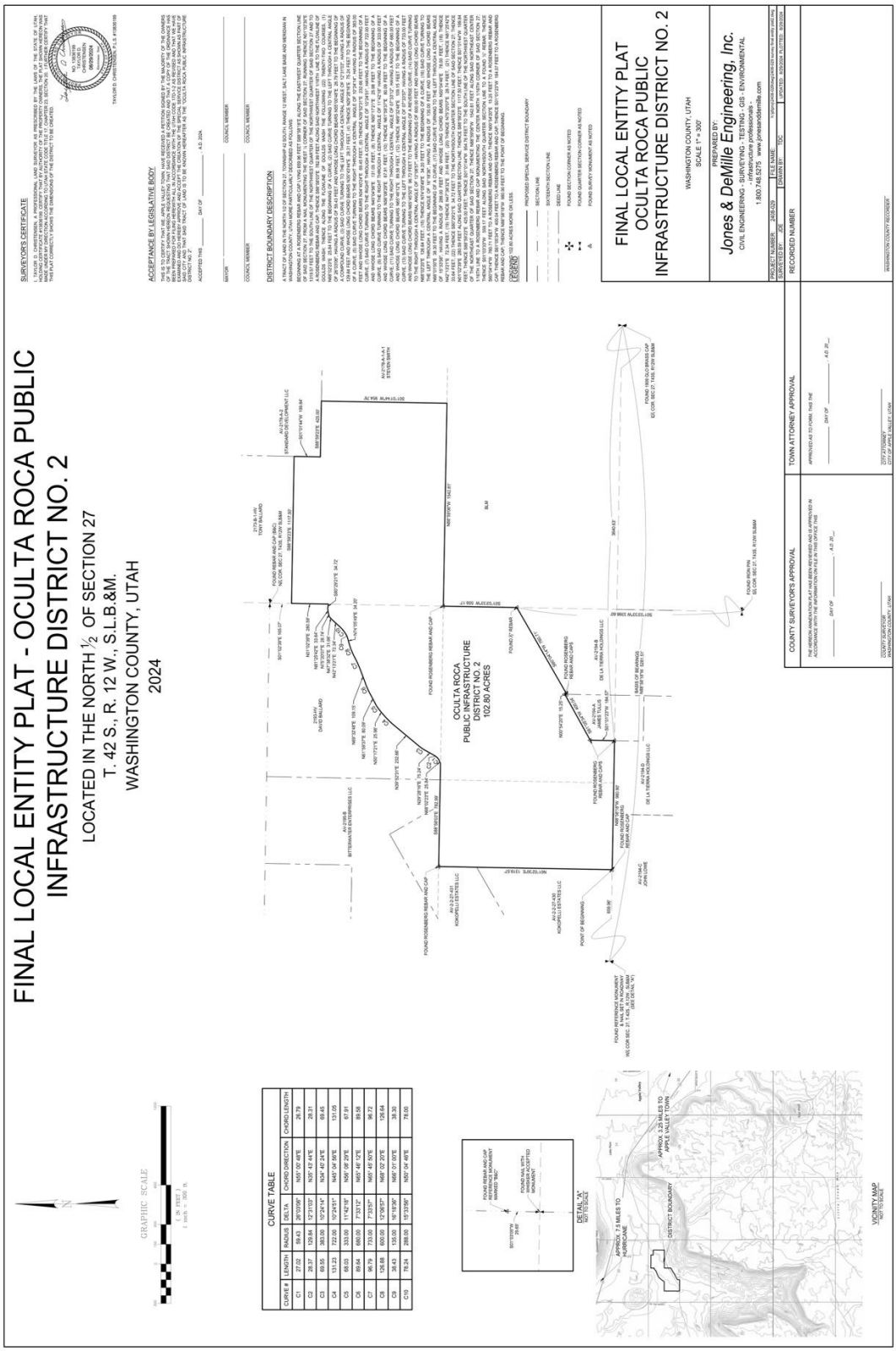
Legal Description and Final Local Entity Plat

A TRACT OF LAND IN THE NORTH 112 OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN IN WASHINGTON COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A ROSENBERG REBAR AND CAP LYING 659.96 FEET S88°58'18"E ALONG THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 27, FROM A NAIL MONUMENTING THE WEST ¼ CORNER OF SAID SECTION 27; RUNNING THENCE N01°02'30"E 1319.57 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 AND TO A ROSENBERG REBAR AND CAP; IBENCE S88°58'03"E 782.99 FEET ALONG SAID NORTHWEST 1116TH LINE TO THE FLOWLINE OF GOULDS WASH; THENCE ALONG THE FLOWLINE OF GOULDS WASH THE FOLLOWING (22) TWENTY-TWO COURSES, (1) N68°02’23"E 25.84 FEET TO THE BEGINNING OF A CURVE, (2) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°03'06", HAVING A RADIUS OF 59.43 FEET AND WHOSE LONG CHORD BEARS N55°00'48"E 26.79 FEET TO THE BEGINNING OF A COMPOUND CURVE, (3) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°31'03", HAVING A RADIUS OF 129.84 FEET AND WHOSE LONG CHORD BEARS N35°43'44"E 28.31 FEET, (4) THENCE N29°28'16"E 75.24 FEET TO THE BEGINNING OF A CURVE, (5) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'14", HAVING A RADIUS OF 383.00 FEET AND WHOSE LONG CHORD BEARS N34°40'24"E 69.45 FEET, (6) THENCE N39°52'31"E 232.66 FEET TO THE BEGINNING OF A CURVE, (7) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'51", HAVING A RADIUS OF 722.00 FEET AND WHOSE LONG CHORD BEARS N45°04'56"E 131.05 FEET, (8) THENCE N50°17'21"E 25.98 FEET TO THE BEGINNING OF A CURVE, (9) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°42'18" HAVING A RADIUS OF 333.00 FEET AND WHOSE LONG CHORD BEARS N56°08'29"E 67.91 FEET, (10) THENCE N61°59'37"E 80.09 FEET TO THE BEGINNING OF A CURVE, (11) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°33'12", HAVING A RADIUS OF 680.00 FEET AND WHOSE LONG CHORD BEARS N65°46'12"E 89.58 FEET, (12) THENCE N89°32'48"E 109.15 FEET TO THE BEGINNING OF A CURVE, (13) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 07°33'57"', HAVING A RADIUS OF 733.00 FEET AND WHOSE LONG CHORD BEARS N65°45'50"E 96.72 FEET TO THE BEGINNING OF A REVERSE CURVE, (14) SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°06'57", HAVING A RADIUS OF 600.00 FEET AND WHOSE LONG CHORD BEARS N68°02'20"E 126.64 FEET, (15) THENCE N74°05'49"E 34.20 FEET TO THE BEGINNING OF A CURVE, (16) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°18'36", HAVING A RADIUS OF 135.00 FEET AND WHOSE LONG CHORD BEARS N66°01'00"E 38.30 FEET TO THE BEGINNING OF A CURVE, (17) SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 15°33'56", HAVING A RADIUS OF 288.00 FEET AND WHOSE LONG CHORD BEARS N50°04'46"E 78.00 FEET, (18) THENCE N42°13'21"E 72.34 FEET, (19) THENCE N47°38'32"E 31.86 FEET, (20)

THENCE N75°20'07”E 28.74 FEET, (21) THENCE N81°25'42"E 33.64 FEET, (22) THENCE S80°29'21"E 34.72 FEET TO THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 27; THENCE N01°02’39"E 280.59 FEET ALONG SAID QUARTER SECTION LINE; THENCE S88°59'23"E 1117.50 FEET; THENCE S01°01'44"W 199.84 FEET; THENCE S88°59'23"E 425.00 FEET; THENCE S01°01'44'W 954.76 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE N88'59’06"W 1542.81 FEET ALONG SAID NORTHEAST CENTER 1116TH LINE TO A ROSENBERG REBAR AND CAP MONUMENTING THE CENTER NORTH 1116TH CORNER OF SAID SECTION 27; THENCE S01°03'33'W 559.17 FEET ALONG SAID NORTH/SOUTH QUARTER SECTION LINE TO A FOUND ½" REBAR; THENCE S60°04'14'W 760.71 FEET TO A ROSENBERG REBAR AND CAP; THENCE N00°54'20"E 15.25 FEET TO A ROSENBERG REBAR AND CAP; THENCE S61°05'34"W 400.04 FEET TO A ROSENBERG REBAR AND CAP; THENCE S01°01'23"W 184.57 FEET TO A ROSENBERG REBAR AND CAP; THENCE N88°58'18"W 980.90 FEET TO THE POINT OF BEGINNING.
CONTAINING 102.80 ACRES MORE OR LESS.

Parcel Nos.:
AV-2-2-27-432

FINAL LOCAL ENTITY PLAT



NOTICE OF IMPENDING BOUNDARY ACTION

Creation of

Oculta Roca Public Infrastructure District No. 1

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Apple Valley, Utah (the "Council"), acting in its capacity as the creating entity for the Oculta Roca Public Infrastructure District No. 1 (the "District") pursuant to Utah Code Ann. §§17D-4-201(2)(c) and 17B-1-213(5)(a), at a regular meeting of the Council, duly convened pursuant to notice, on September ____, 2024, adopted a *Resolution Providing for the Creation of Oculta Roca Public Infrastructure District Nos. 1 & 2*, a true and correct copy of which is attached as EXHIBIT "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Washington County, Utah, is attached as EXHIBIT "B" hereto and incorporated with this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §§17B-1-215 and 67-1a-6.5.

DATED this _____, 2024.

TOWN COUNCIL, THE TOWN OF APPLE VALLEY, UTAH, acting in its capacity as the creating authority for Oculta Roca Public Infrastructure District No. 1

By:_____
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

SUBSCRIBED AND SWORN to before me this _____, 2024.

_____
NOTARY PUBLIC

EXHIBIT "A"
TO NOTICE OF IMPENDING BOUNDARY ACTION

Copy of the Creation Resolution
(See following pages)

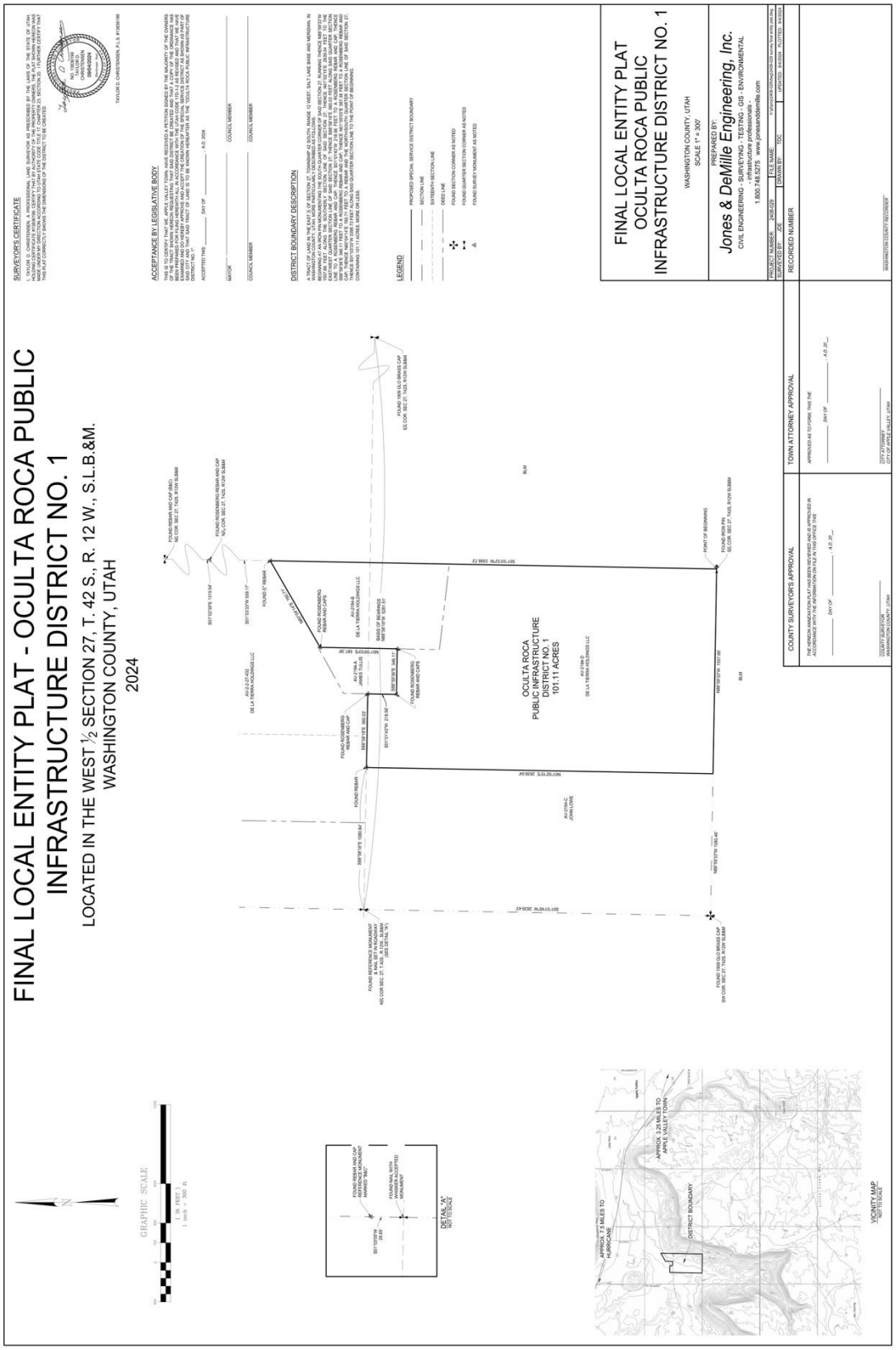
EXHIBIT "B"
TO NOTICE OF IMPENDING BOUNDARY ACTION

Legal Description and Final Local Entity Plat

A TRACT OF LAND IN THE EAST½ OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN, IN WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIN MONUMENT IN THE SOUTH QUARTER CORNER OF SAID SECTION 27, RUNNING THENCE N 88°59'33"W 1557.66 FEET ALONG THE SOUTHERLY SECTION LINE OF SAID SECTION 27; THENCE N01°02'15"E 2639.04 FEET TO THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 27; THENCE S88°58'18"E 580.03 FEET ALONG SAID QUARTER SECTION LINE TO A ROSENBERG REBAR AND CAP; THENCE S01°01'43"W 218.56 FEET TO A ROSENBERG REBAR AND CAP; THENCE S88°59'36"E 346.11 FEET TO A ROSENBERG REBAR AND CAP; THENCE N01°05'03"E 587.38 FEET TO A ROSENBERG REBAR AND CAP; THENCE N60°04'14"E 760.71 FEET TO A REBAR AND THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 27; THENCE S01°03'33"W 3398.73 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.
CONTAINING 101.11 ACRES, MORE OR LESS.

Parcel Nos.:
AV-2194-B
AV-2194-D

FINAL LOCAL ENTITY PLAT



TOWN OF APPLE VALLEY
ORDINANCE O-2024-66

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1354-NP-5-A FROM OPEN SPACE TRANSITION ZONE (OST) TO A AGRICULTURAL ZONE (A-X)

WHEREAS, the Town of Apple Valley ("Town") has been petitioned for a change in the zoning classification of parcel AV-1354-NP-5-A from Open Space Transition Zone (OST) to A Agricultural Zone (A-X); and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on September 4, 2024. In a meeting on the same day the Planning Commission recommended approval of the zone change request by unanimous vote; and,

WHEREAS, the Town Council has reviewed the Planning Commission's recommendation; and,

WHEREAS, the Town Council finds that the requested zone change for this property is rationally based and consistent with the Town's General Plan.

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 25th day of September 2024, and upon motion duly made and seconded:

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

SECTION I: The Zoning Designation for parcel AV-1354-NP-5-A is changed from Open Space Transition Zone (OST) to A Agricultural Zone (A-X).

SECTION II: Update of the Official Zoning Map. The official Zoning Map is amended to reflect the adoption of this ordinance.

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 25th day of September, 2024.

PRESIDING OFFICER

_____
Michael L. Farrar, Mayor

ATTEST:

_____
Jenna Vizcardo, Town Clerk/Recorder

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

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

See Fee Schedule Page 2

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

Owner: VANCE & CONNIE COVINGTON TRS	Phone: [redacted]
Address: [redacted]	Email: [redacted]
City: [redacted]	State: [redacted] Zip: [redacted]
Agent: (If Applicable)	Phone:
Address/Location of Property: 9943. Coyote RD	Parcel ID: AV-1354-NP-5-A
Existing Zone: OST	Proposed Zone: A-X
For Planned Development Purposes: Acreage in Parcel 19.08	Acreage in Application 19.08
Reason for the request	

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

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

Applicant Signature	Date July 31, 2024

Official Use Only	Amount Paid: $	Receipt No:
Date Received: RECEIVED AUG 0 5 2024	Date Application Deemed Complete:	
By:	By:	

Title

Legend

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

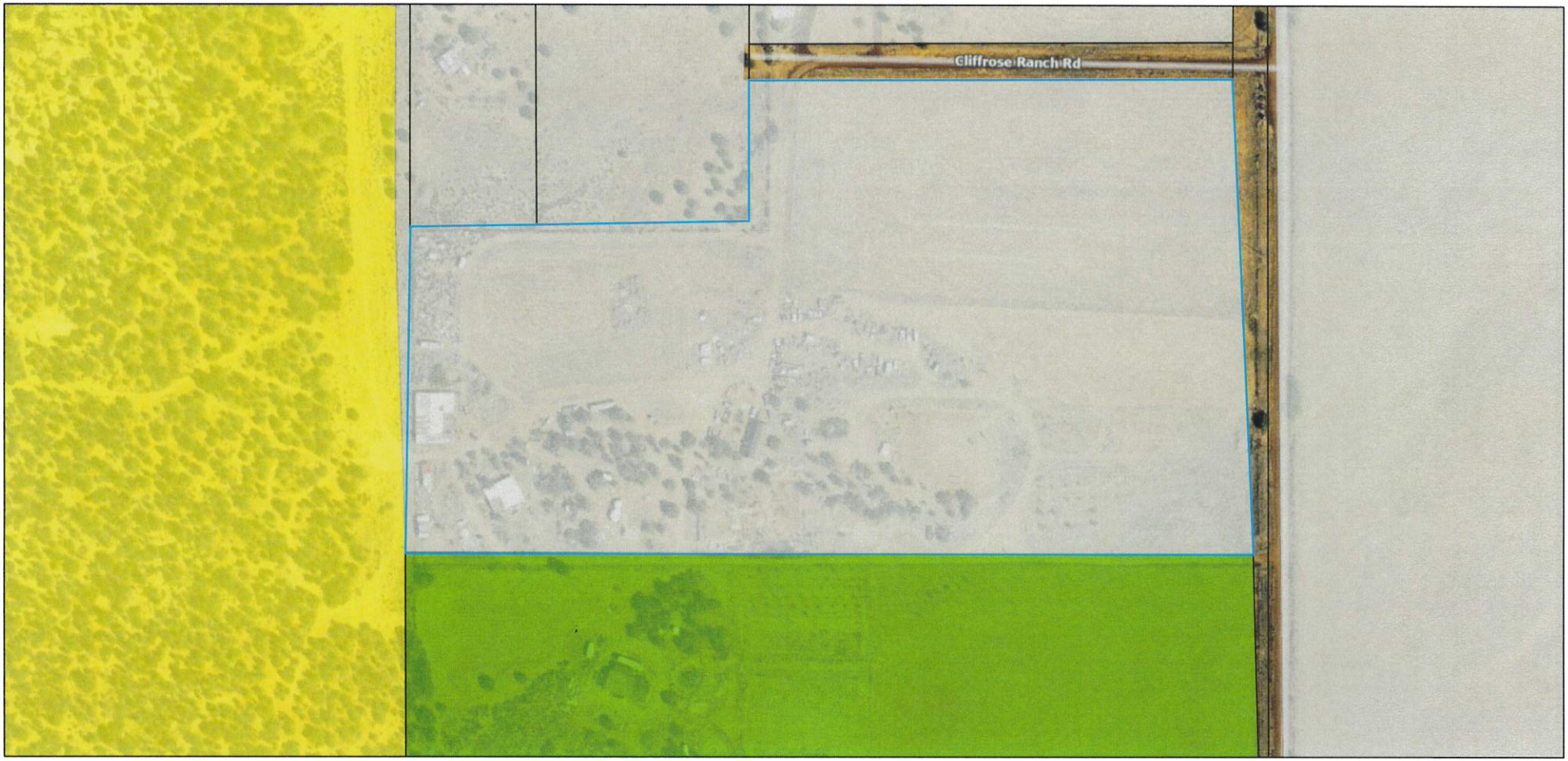
Notes

1,504.7 0 752.33 1,504.7 Feet

1984_Web_Mercator_Auxiliary_Sphere

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

Apple Valley Zoning Districts



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

Washington County Parcels

Future Annexation Boundary

Zoning Districts

A-20 - Agricultural > 20 Acres

OSC – Open Space Conservation

OST – Open Space Transition

Town Boundry

1:2,257

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

Town of Apple Valley
Sunrise Cloud SMART GIS®

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

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

DOC # 20130001462
Warranty Deed Page 1 of 2
Russell Shirts Washington County Recorder
01/14/2013 12:39:39 PM Fee $ 12.00
By INDECOMM

Space Above This Line for Recorder's Use

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

WARRANTY DEED

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

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

VANCE COVINGTON, TRUSTEE

NOTARY

STATE OF UTAH)
) ss
County of Washington)

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

Nancy Rubins
, Notary Public

My Commission Expires: 10-21-2013
Notary Public residing at: Hurricane Utah

Unofficial Copy

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

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

EXHIBIT "A"

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

***

Initials _____ / _____

U03308999

10502 12/13/2012 78244165/1

Unofficial Copy

TOWN OF APPLE VALLEY
ORDINANCE O-2024-67

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1355-A FROM OPEN SPACE TRANSITION ZONE (OST) TO A AGRICULTURAL ZONE (A-X)

WHEREAS, the Town of Apple Valley ("Town") has been petitioned for a change in the zoning classification of parcel AV-1355-A from Open Space Transition Zone (OST) to A Agricultural Zone (A-X); and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on September 4, 2024. In a meeting on the same day the Planning Commission recommended approval of the zone change request by unanimous vote; and,

WHEREAS, the Town Council has reviewed the Planning Commission's recommendation; and,

WHEREAS, the Town Council finds that the requested zone change for this property is rationally based and consistent with the Town's General Plan.

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 25th day of September 2024, and upon motion duly made and seconded:

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

SECTION I: The Zoning Designation for parcel AV-1355-A is changed from Open Space Transition Zone (OST) to A Agricultural Zone (A-X).

SECTION II: Update of the Official Zoning Map. The official Zoning Map is amended to reflect the adoption of this ordinance.

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 25th day of September, 2024.

PRESIDING OFFICER

_____
Michael L. Farrar, Mayor

ATTEST:

_____
Jenna Vizcardo, Town Clerk/Recorder

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

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

See Fee Schedule Page 2

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

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

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

- [x] A. The name and address of owners in addition to above owner.
- [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. A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project.
- [x] F. Stamped envelopes with the names and address of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- [x] G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- [x] H. Signed and notarized Acknowledgement of Water Supply (see attached).

Applicant Signature Heber Allred	Date 07/31/2024

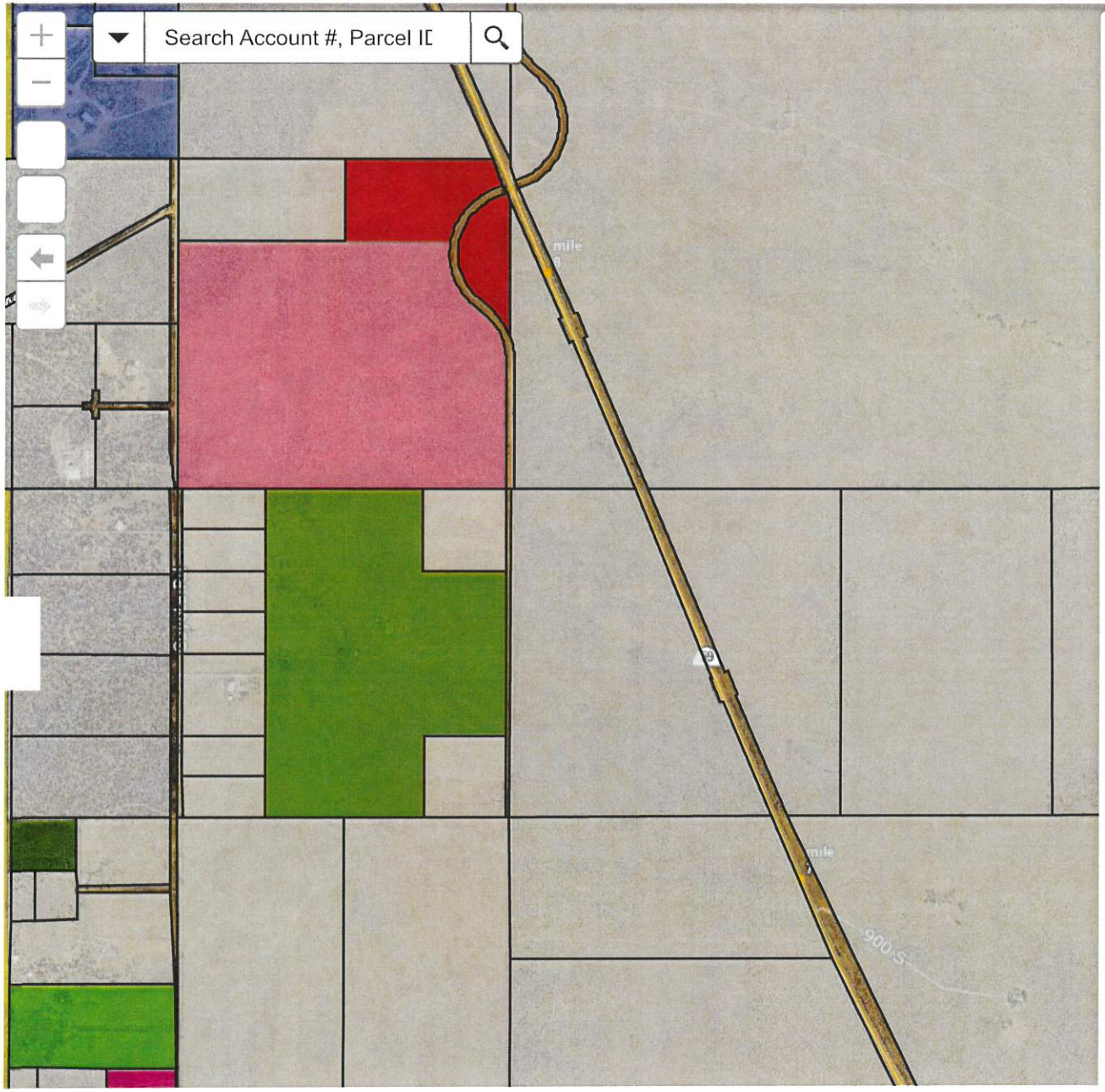
Official Use Only	Amount Paid: $	Receipt No:
Date Received: RECEIVED AUG 0 5 2024	Date Application Deemed Complete:	
By:	By:	

WASHINGTON COUNTY

Search... Sign in

Tools

Apple Valley Zoning Districts Viewer



Legend

Washington County Parcels

Apple Valley Zoning Viewer

Town Boundry

Zoning Districts

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

PROVO LAND
TITLE COMPANY
File # 62311

WARRANTY DEED

A.V. Holdings, LLC
GRANTOR(S) for and in *consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable consideration* in hand paid by
Heber R. Allred
GRANTEE(S), of **(vacant), Apple Valley UT ,84737**
hereby CONVEYS AND WARRANTS unto said GRANTEE(S), the following lands lying in WASHINGTON County, Utah:

SE1/4 Section 5, Parcel 1 description:

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

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

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

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

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

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

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

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

Unofficial Copy

State of Utah)
SS:
County of Washington)

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

Notary Public

NOTARY PUBLIC
JUSTIN GEE
COMMISSION NUMBER 608989
MY COMM EXP 6/13/15
STATE OF UTAH

Commission expires:
Residing in:

Unofficial Copy

Item 5.

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: A. V. Holdings, LLC, a utah Limitied Liability Company

Grantee: Heber R. Allred

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

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

Check one box only — 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). _____	N1
	_____	
	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*)	N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply)	N1
	☐ All of Water Right No(s). _____	N4
	☑ 50 acre-feet from Water Right No. 81-4536 for: ____ families;	N5
	10 acres of irrigated land; stock water for ____ Equivalent Livestock Units;	
	and/or for the following other uses _____.	
	☐ _____ acre-feet from Water Right No. _____ for: ____ families;	N5
	_____ 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*)	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: _____	N6
	☐ Culinary water service is provided by: _____	N7
	☐ Outdoor water service is provided by: _____	N8
	☐ There is no water service available to Grantor's Parcel(s).	N9
	☐ Other water related disclosures: _____	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: Heber R Allred

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

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

Unofficial Copy

LEGAL DESCRIPTION

AV-1355-A

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

CONTAINS 90.45 ACRES.

TOWN OF APPLE VALLEY
ORDINANCE O-2024-68

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1376-A-1 FROM OPEN SPACE TRANSITION ZONE (OST) TO A AGRICULTURAL ZONE (A-X)

WHEREAS, the Town of Apple Valley ("Town") has been petitioned for a change in the zoning classification of parcel AV-1376-A-1 from Open Space Transition Zone (OST) to A Agricultural Zone (A-X); and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on September 4, 2024. In a meeting on the same day the Planning Commission recommended approval of the zone change request by unanimous vote; and,

WHEREAS, the Town Council has reviewed the Planning Commission's recommendation; and,

WHEREAS, the Town Council finds that the requested zone change for this property is rationally based and consistent with the Town's General Plan.

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 25th day of September 2024, and upon motion duly made and seconded:

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

SECTION I: The Zoning Designation for parcel AV-1376-A-1 is changed from Open Space Transition Zone (OST) to A Agricultural Zone (A-X).

SECTION II: Update of the Official Zoning Map. The official Zoning Map is amended to reflect the adoption of this ordinance.

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 25th day of September, 2024.

PRESIDING OFFICER

_____
Michael L. Farrar, Mayor

ATTEST:

_____
Jenna Vizcardo, Town Clerk/Recorder

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

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

See Fee Schedule Page 2

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

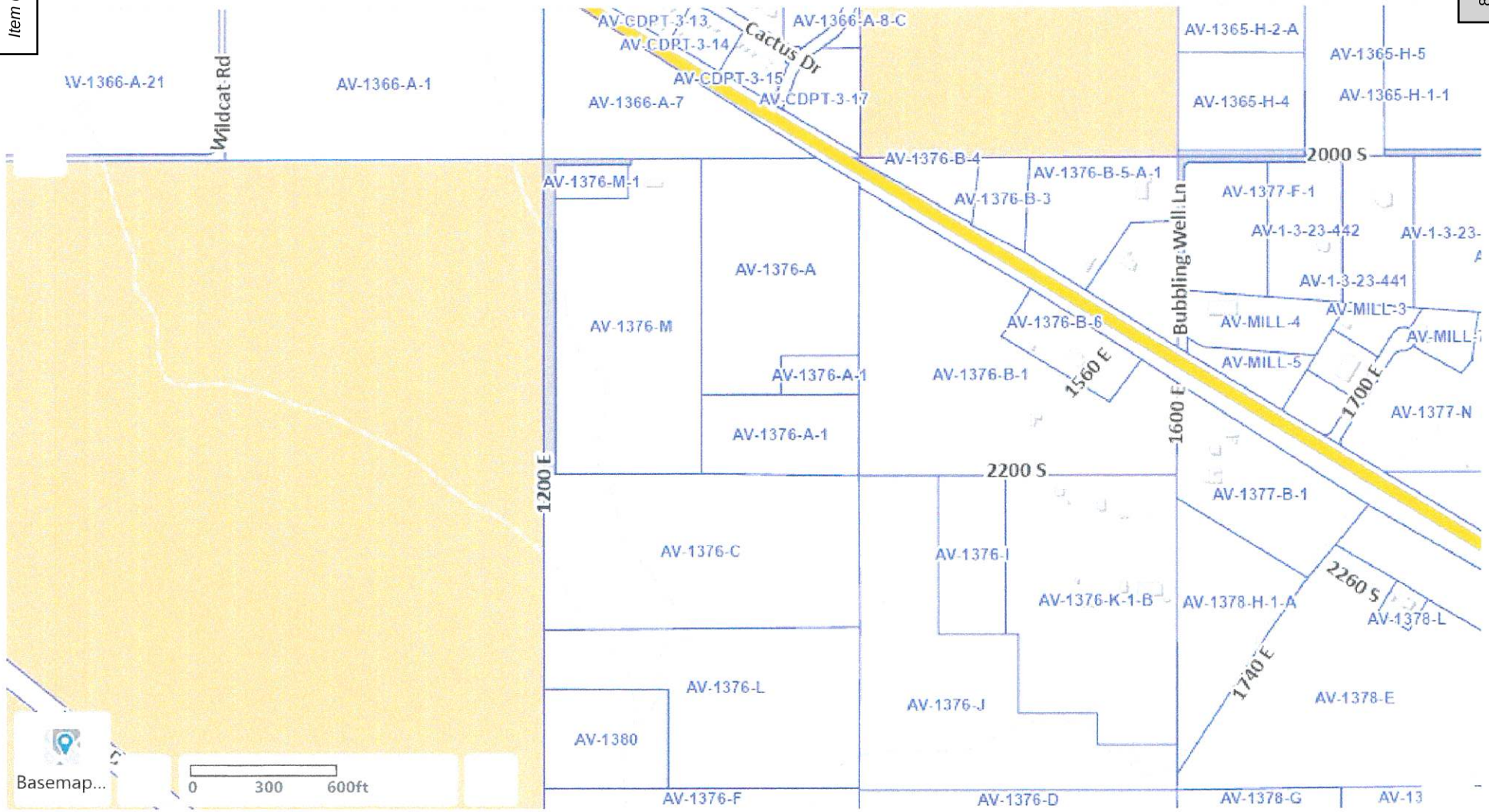
Owner: The Charles & Cheryl Reeve Family Trust Charles R. Reeve & Cheryl S. Reeve Trustees	Phone: [redacted]
Address: [redacted]	Email: [redacted]
City: [redacted] State: [redacted]	Zip: [redacted]
Agent: (If Applicable)	Phone: [redacted]
Address/Location of Property: 2200 S 1400 E	Parcel ID: AV-1376-A-1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

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

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

Applicant Signature: Charles R. Reeve Cheryl S. Reeve	Date: 07/21/2024

Official Use Only	Amount Paid: $	Receipt No:
Date Received: RECEIVED AUG 0 5 2024	Date Application Deemed Complete:	
By:	By:	


AV-1366-A-21
Wildcat Rd
AV-1366-A-1
AV-CDPT-3-13
AV-CDPT-3-14
AV-CDPT-3-15
AV-CDPT-3-17
Cactus Dr
AV-1366-A-8-C
AV-1366-A-7
AV-1365-H-2-A
AV-1365-H-5
AV-1365-H-4
AV-1365-H-1-1
2000 S
AV-1376-B-4
AV-1376-B-5-A-1
AV-1376-B-3
AV-1376-M-1
AV-1377-F-1
Bubbling Well Ln
AV-1-3-23-442
AV-1-3-23-441
AV-1376-A
AV-1376-M
AV-1376-B-6
AV-MILL-4
AV-MILL-3
AV-MILL-5
1560 E
AV-1376-A-1
AV-1376-B-1
1700 E
AV-1377-N
1600 E
AV-1376-A-1
1200 E
2200 S
AV-1377-B-1
AV-1376-C
AV-1376-I
AV-1376-K-1-B
AV-1378-H-1-A
2260 S
AV-1378-L
1740 E
AV-1376-L
AV-1376-J
AV-1378-E
AV-1380
Basemap...
0
300
600ft
AV-1376-F
AV-1376-D
AV-1378-G
AV-13

Apple Valley Zoning Districts Viewer

Legend

Washington County Parcels

Apple Valley Zoning Viewer

Town Boundry

Zoning Districts

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

When Recorded Mail To:
Charles R. Reeve
559 S 400 W
Hurricane, UT 84737

DOC # 20120005611
Quit Claim Deed Page 1 of 1
Russell Shirts Washington County Recorder
02/22/2012 02:24:43 PM Fee $ 11.00
By REEVE CHARLES

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

QUIT-CLAIM DEED

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

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

The South One-Half of the South One-Half of the East One-Half of the Northwest Quarter of the Northeast Quarter (S½ S½ E½ NW¼ NE¼) of Section 22, Township 43 South, Range 11 West, Salt Lake Base and Meridian.

Also, The South Quarter of the North One-Half of the South One-Half of the East One-Half of the Northwest Quarter of the Northeast Quarter (S¼ N½ S½ E½ NW¼ NE¼) of Section 22, Township 43 South, Range 11 West, Salt Lake Base and Meridian.

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

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

DERRAL E. EVES

NOTARY

STATE OF UTAH)
County of Washington)

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

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

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

Unofficial Copy

TOWN OF APPLE VALLEY
ORDINANCE O-2024-47

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1328-A FROM OPEN SPACE TRANSITION ZONE (OST) TO A AGRICULTURAL ZONE (A-X)

WHEREAS, the Town of Apple Valley ("Town") has been petitioned for a change in the zoning classification of parcel AV-1328-A from Open Space Transition Zone (OST) to A Agricultural Zone (A-X); and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on September 4, 2024. In a meeting on the same day the Planning Commission recommended approval of the zone change request by unanimous vote; and,

WHEREAS, the Town Council has reviewed the Planning Commission's recommendation; and,

WHEREAS, the Town Council finds that the requested zone change for this property is rationally based and consistent with the Town's General Plan.

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 25th day of September 2024, and upon motion duly made and seconded:

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

SECTION I: The Zoning Designation for parcel AV-1328-A is changed from Open Space Transition Zone (OST) to A Agricultural Zone (A-X).

SECTION II: Update of the Official Zoning Map. The official Zoning Map is amended to reflect the adoption of this ordinance.

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 25th day of September, 2024.

PRESIDING OFFICER

_____
Michael L. Farrar, Mayor

ATTEST:

_____
Jenna Vizcardo, Town Clerk/Recorder

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

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

See Fee Schedule Page 2

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

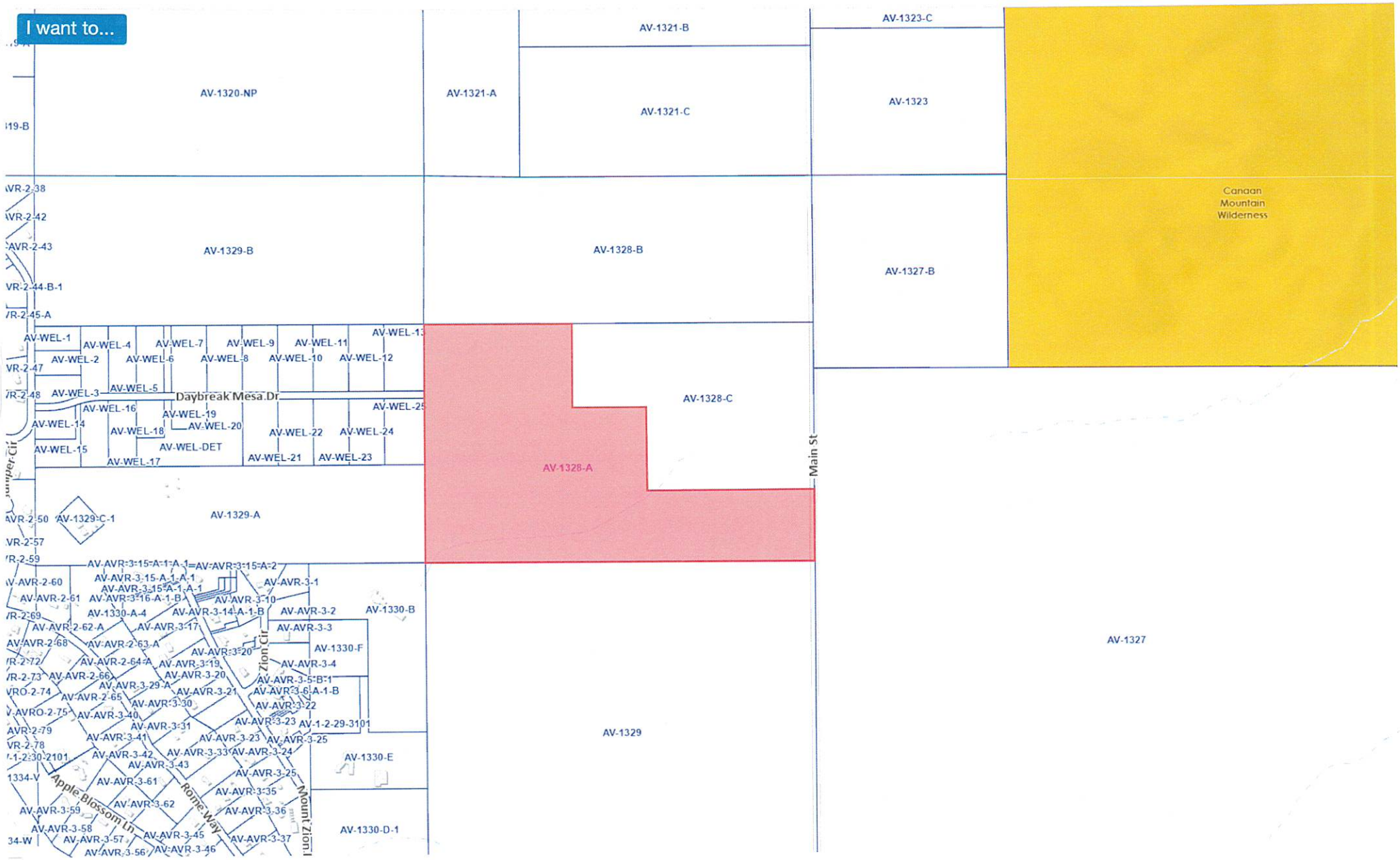
Owner: Ciel Holdings and Plum's Land Trust	Phone: [redacted]
Address: [redacted]	Email: [redacted]
City: [redacted] State: [redacted] Zip: [redacted]	
Agent: (If Applicable) Civil Science / Brandee Walker	Phone: [redacted]
Address/Location of Property: Daybreak Mesa Dr & Main Street	Parcel ID: AV-1328-A
Existing Zone: OST	Proposed Zone: A-X
For Planned Development Purposes: Acreage in Parcel_____	Acreage in Application 61.78
Reason for the request PROPOSED A-X zoning on 61.78 ACRES	

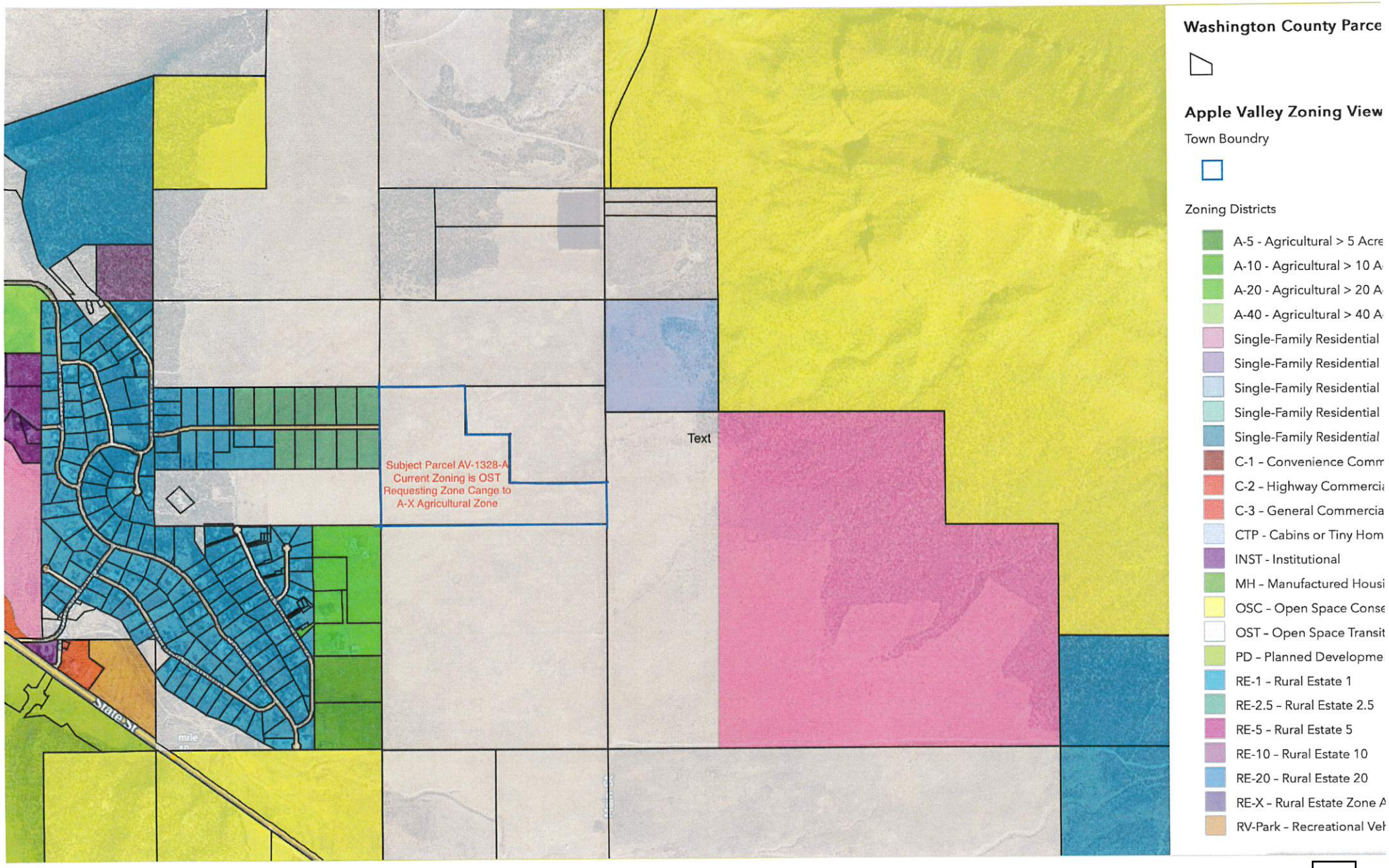
Submittal Requirements: The zone change application shall provide the following:

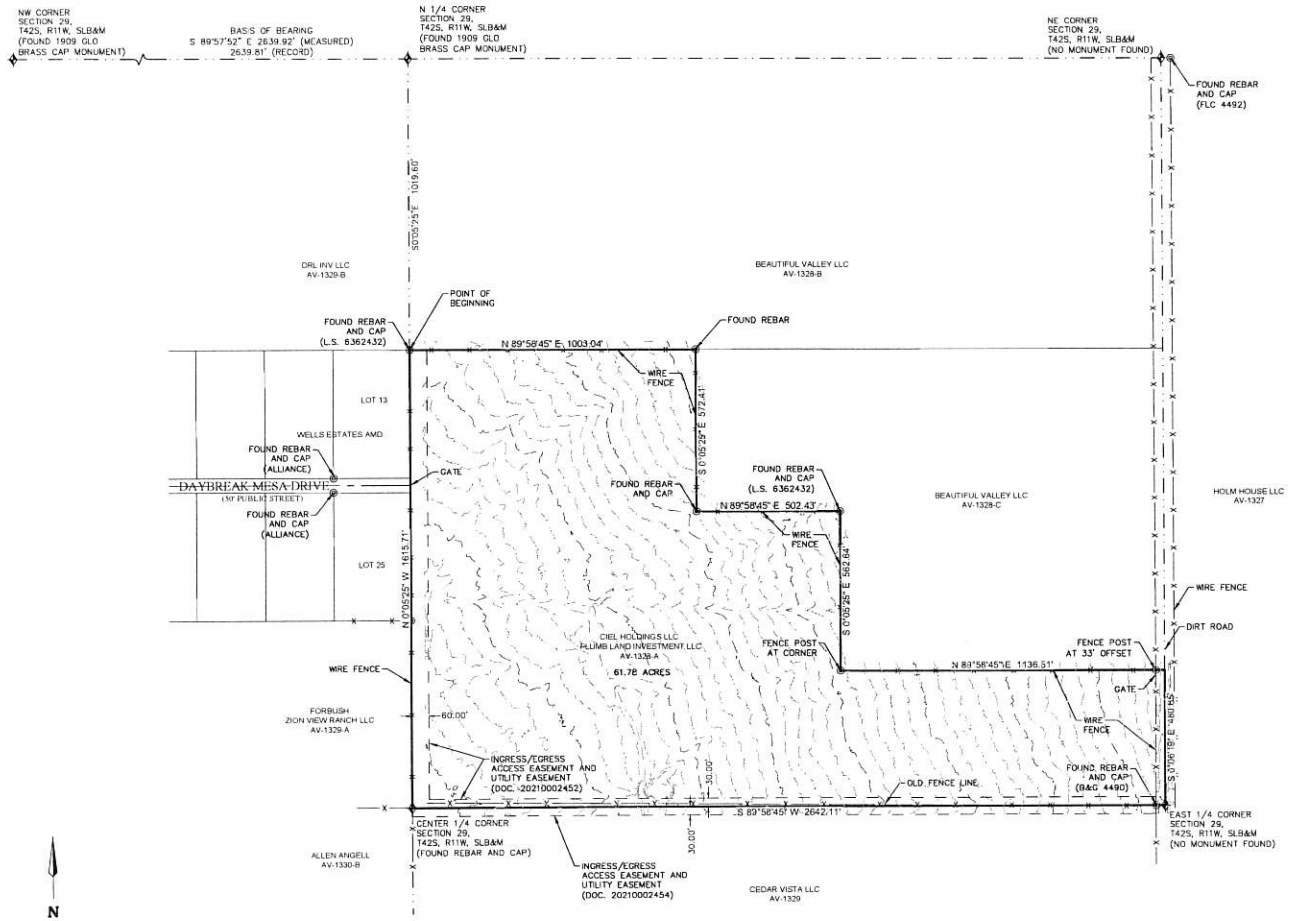
- [x] A. The name and address of owners in addition to above owner.
- [x] B. An accurate property map showing the existing and proposed zoning classifications
- [x] C. All abutting properties showing present zoning classifications
- [x] D. An accurate legal description of the property to be rezoned
-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

Applicant Signature: [signature] manager Plum's Land Trust and Ciel Holdings Co	Date: July 15, 2024

Official Use Only	Amount Paid: $	Receipt No:
Date Received: RECEIVED JUL 22 2024	Date Application Deemed Complete:	
By:	By:	


I want to...
AV-1320-NP
AV-1321-A
AV-1321-B
AV-1321-C
AV-1323-C
AV-1323
Canaan Mountain Wilderness
AV-1329-B
AV-1328-B
AV-1327-B
AV-1328-C
AV-1328-A
Main St
Daybreak Mesa Dr
AV-1329-A
AV-1329-C-1
AV-1330-B
AV-1330-F
AV-1330-E
AV-1330-D-1
AV-1329
AV-1327
Zion Cir
Apple Blossom Ln
Rome Way
Mount Zion Ln


Washington County Parce
Apple Valley Zoning View
Town Boundry
Zoning Districts
A-5 - Agricultural > 5 Acre
A-10 - Agricultural > 10 A
A-20 - Agricultural > 20 A
A-40 - Agricultural > 40 A
Single-Family Residential
Single-Family Residential
Single-Family Residential
Single-Family Residential
Single-Family Residential
C-1 - Convenience Comm
C-2 - Highway Commerci
C-3 - General Commercia
CTP - Cabins or Tiny Hom
INST - Institutional
MH - Manufactured Housi
OSC - Open Space Conse
OST - Open Space Transit
PD - Planned Developme
RE-1 - Rural Estate 1
RE-2.5 - Rural Estate 2.5
RE-5 - Rural Estate 5
RE-10 - Rural Estate 10
RE-20 - Rural Estate 20
RE-X - Rural Estate Zone A
RV-Park - Recreational Veh
Text
Subject Parcel AV-1328-A
Current Zoning is OST
Requesting Zone Cange to
A-X Agricultural Zone
State St



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

SURVEYOR'S CERTIFICATE

I, RYAN SCHOLES, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 13293573, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22 , PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS HAVE BE SET AS REPRESENTED ON THIS PLAT.

_____
DATE

BOUNDARY DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°57'52" EAST, ALONG THE SECTION LINE 2639.81 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 29, THENCE SOUTH 0°05'25" EAST, ALONG THE QUARTER SECTION LINE 1019.60 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 89°58'45" EAST, 1003.04 FEET, THENCE SOUTH 0°05'25" EAST 572.41 FEET; THENCE NORTH 89°58'45" EAST, 502.43 FEET; THENCE SOUTH 0°05'25" EAST 562.64 FEET; THENCE NORTH 89°58'45" EAST 1136.51 FEET TO A POINT ON THE SECTION LINE, THENCE SOUTH 0°06'19" EAST ALONG THE SECTION LINE 480.65 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 29, THENCE SOUTH 89°58'45" WEST ALONG THE QUARTER SECTION LINE 2642.11 FEET TO THE CENTER OF AID SECTION 29, THENCE NORTH 0°05'25" WEST ALONG THE QUARTER SECTION LINE 1615.71 FEET TO THE TRUE POINT OF BEGINNING.

NARRATIVE

THE BASIS OF BEARING IS SOUTH 89°57'52" EAST ALONG THE SECTION LINE BETWEEN THE FOUND NORTHWEST CORNER AND THE FOUND NORTH 1/4 CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AS SHOWN HEREON.

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

LEGEND

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

LOCATION:	NE 1/4 SEC. 29, T42S, R11W, SLB&M.
PREPARED FOR:	PLUMB LAND INVESTMENT LLC
SURVEY DATE:	MARCH 2024 — 1708-02 SVY.dwg — 4/10/2024

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

SUBDIVISION APPROVAL PROCESS

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

Colony Partners LLC. Carl Holley, Planned Land Development

I (We) _____, 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.

Colony Partners LLC
Carl Holley Jr. Planned Land Development
_____
Property Owner

_____
Property Owner

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

_____
Notary Public

Residing in:_____

My Commission Expires: _____

AGENT AUTHORIZATION

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

_____
Property Owner

_____
Property Owner

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

_____
Notary Public

Residing in:_____

My Commission Expires: _____

Gary Christensen Washington County Recor
03/15/2024 03:07:12 PM Fee $40.00 By
SOUTHERN UTAH TITLE COMPANY

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

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

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

Space Above This Line for Recorder's Use

WARRANTY DEED

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

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

See Attached Exhibit "A"

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

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

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

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

By: _____
Aaron V Blackham, Manager

STATE OF Nevada)
:ss.
COUNTY OF Washoe)

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

Ryann Wojtkowiak
NOTARY PUBLIC

My Commission Expires: June 18, 2024

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

Unofficial Copy

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

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

EXHIBIT "A"

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

***

Initials AB/____
3/14/24

Unofficial Copy

WATER RIGHTS ADDENDUM TO LAND DEEDS

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

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

Tax ID Number(s): AV-1328-A

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

Check one box only		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. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked)	B
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 Rights No(s). _____ ☐ _____ acre-feet from Water Right No. _____ for: _____ families _____ acres of irrigated land: stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ ☐ _____ acre-feet from Water Right No. _____ for: _____ families _____ acres of irrigated land: stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N1 N4 N5 N5 N2
C	Disclosures By Grantor: (check all boxes that apply) ☐ Grantor is endorsing and delivering To Grantee stock certificates for _____ Shares stock in the following water company: _____ ☐ Culinary water service is provided by: _____ ☐ Outdoor water service is provided by: _____ ☐ There is no water service available to Grantor's Parcel(s). _ ☐ Other water related disclosures: _____	N6 N7 N8 N9 N10
	Attach and sign additional copies of this form if more space is needed.	

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

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

3/11/24

Aaron V Blackham, Manager

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

Walter J. Plumb, III, Manager — Walter J. Plumb, IV, Manager

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

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

Unofficial Copy

WATER RIGHTS ADDENDUM TO LAND DEEDS

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

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

Tax ID Number(s): AV-1328-A

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

Check one box only — 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. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked) — B

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

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

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

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

_____
Aaron V Blackham, Manager

Grantee's Acknowledgment of Receipt:

Ciel Holdings, L.L.C., a Utah limited liability company

Plumb Land Investment, LLC, a Utah limited liability company

ESIGN 1 20240315123452725

Walter J. Plumb, III

Walter J. Plumb, III, Manager — Walter J. Plumb, IV, Manager

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

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

Unofficial Copy

WATER RIGHTS ADDENDUM TO LAND DEEDS

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

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

Tax ID Number(s): AV-1328-A

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

Check one box only		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. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked)	B
3 ☐	No water rights are being conveyed.	C
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	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 Rights No(s). _____ ☐ _____ acre-feet from Water Right No. _____ for: _____ families _____ acres of irrigated land: stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ ☐ _____ acre-feet from Water Right No. _____ for: _____ families _____ acres of irrigated land: stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N1 N4 N5 N5 N2
C	Disclosures By Grantor: (check all boxes that apply) ☐ Grantor is endorsing and delivering To Grantee stock certificates for _____ Shares stock in the following water company: _____ ☐ Culinary water service is provided by: _____ ☐ Outdoor water service is provided by: _____ ☐ There is no water service available to Grantor's Parcel(s). _ ☐ Other water related disclosures: _____	N6 N7 N8 N9 N10
	Attach and sign additional copies of this form if more space is needed.	

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

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

_____

Aaron V Blackham, Manager

Grantee's Acknowledgment of Receipt:

Ciel Holdings, L.L.C., a Utah limited liability company

_____

Walter J. Plumb, III, Manager

Plumb Land Investment, LLC, a Utah limited liability company

-ESIGN | 20240315135307156

Walter J. Plumb, IV

Walter J. Plumb, IV, Manager

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

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

Unofficial Copy

OLD REPUBLIC
NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Office File Number: 229667
Issuing Office: Southern Utah Title Company
Property Address: (Not Yet Addressed / Unimproved Land), Apple Valley, Utah 84737

SCHEDULE A

Name and Address of Title Insurance Company: **Southern Utah Title Company, 20 N. Main #300, St. George, UT 84770**
Policy Number: **OY-08000901**
Amount of Insurance: **$** [redacted] Premium: [redacted]
Date of Policy: **March 15, 2024 at 3:07 PM**

1. The Insured is:

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

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

3. Title is vested in:

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

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

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

* * *

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For reference only:

SCHEDULE B

Policy Number: **OY-08000901**

EXCEPTIONS FROM COVERAGE

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

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

General (Standard) Exceptions

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

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

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.

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

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

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

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

EXCEPTION NO(S) NONE are hereby omitted

***

Special Exceptions

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

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

10. Taxes for the current year 2024 which are liens, but not yet due or payable.

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For reference only:

11. Subject to a Right of Way Easement in favor of California-Pacific Utilities Company, for the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtances, and rights incidental thereto, as set forth in Instrument recorded August 5, 1.974, as Entry No. 162067 , in Book 156 at Page(s) 484, Official Washington County Records, a strip of land 10.0 feet in width, described as follows: (Affects this and other property)

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

13. Subject to the location of "approximate location of right of ways" as they affect subject property, as set forth on the Washington County Ownership Plat.

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

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

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

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

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

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

16. Any Afterassessment and/or Rollback of Taxes which may become a lien on said Land by reason of an Annual Application for Assessment and Taxation of Agricultural Lands 1969 Farmland Assessment Act, executed by Main Street Zion LLC, recorded June 4, 2018, as Doc No. 20180023169 , Official Washington County Records.

17. Subject to an Ingress/Egress Access Easement and Utility Easement Grants in favor of Cedar Vista, LLC, for maintaining access utility improvements, and rights incidental thereto, as set forth in Instrument recorded January 12, 2021, as Doc No. 20210002452 , Official Washington County Records.

18. Subject to an Ingress/Egress Access Easement and Utility Easement Grants in favor of Travis Well, for maintaining access utility improvements, and rights incidental thereto, as set forth in Instrument recorded January 12, 2021, as Doc No. 20210002454 , Official Washington County Records.

***

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For reference only:

ALTA OWNER'S POLICY OF TITLE INSURANCE

Policy Number **OY-08000901**

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

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

COVERED RISKS

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

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

Issued through the Office of:

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

Southern Utah Title Company

By: Joseph McKee

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd. Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By C Monroe *President*

Attest David Wold *Secretary*

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

DEFENSE OF COVERED CLAIMS

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

EXCLUSIONS FROM COVERAGE

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

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

c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

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

CONDITIONS

1. DEFINITION OF TERMS

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

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

g. "Insured":

i.

(a) The Insured named in Item 1 of Schedule A;

(b) the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(c) the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;

(d) the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or

(e) the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:

1. an Affiliate;
2. a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
3. a spouse who receives the Title because of a dissolution of marriage;
4. a transferee by a transfer effective on the death of an Insured as authorized by law; or
5. another Insured named in Item 1 of Schedule A.

ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

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

a. retains an estate or interest in the Land;

b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or

c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

a. any litigation or other matter for which the Company may be liable under this policy; or

b. any rejection of the Title as Unmarketable Title.

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

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

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

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

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

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

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

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

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

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

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

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

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

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

i. the Amount of Insurance; or

ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:

i. the Amount of Insurance will be increased by 15%; and

ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:

i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;

ii. cures the lack of a right of access to and from the Land; or

iii. cures the claim of Unmarketable Title,

all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

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

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.

c. If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.

d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of $100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

Parcel ID# AV-1328-A

Item 7.

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

ACKNOWLEDGEMENT OF WATER SUPPLY

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

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

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

Signature(s):

Name	Applicant/Owner	Date
	Cool Holdings Colorado	June 14 2021

State of Utah)
)§
County of Salt Lake)

On this 24th day of June, in the year 2024, before me Chantelle Martin Taylor a notary public, personally appeared Wesley Plumb, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal. Chantelle Martin Taylor
(notary signature)

(seal)

NOTARY PUBLIC
CHANTELLE MARTIN TAYLOR
COMM. # 713730
MY COMMISSION EXPIRES
AUGUST 25, 2024
STATE OF UTAH

TOWN OF APPLE VALLEY
ORDINANCE O-2024-48

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCELS AV-1378-E, AV-1378-L FROM OPEN SPACE TRANSITION ZONE (OST) TO A AGRICULTURAL ZONE (A-X)

WHEREAS, the Town of Apple Valley ("Town") has been petitioned for a change in the zoning classification of parcels AV-1378-E, AV-1378-L from Open Space Transition Zone (OST) to A Agricultural Zone (A-X); and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on September 4, 2024. In a meeting on the same day the Planning Commission recommended approval of the zone change request by unanimous vote; and,

WHEREAS, the Town Council has reviewed the Planning Commission's recommendation; and,

WHEREAS, the Town Council finds that the requested zone change for this property is rationally based and consistent with the Town's General Plan.

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 25th day of September 2024, and upon motion duly made and seconded:

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

SECTION I: The Zoning Designation for parcels AV-1378-E, AV-1378-L is changed from Open Space Transition Zone (OST) to A Agricultural Zone (A-X).

SECTION II: Update of the Official Zoning Map. The official Zoning Map is amended to reflect the adoption of this ordinance.

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 25th day of September, 2024.

PRESIDING OFFICER

_____
Michael L. Farrar, Mayor

ATTEST:

_____
Jenna Vizcardo, Town Clerk/Recorder

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

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

See Fee Schedule Page 2 NO FEE

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

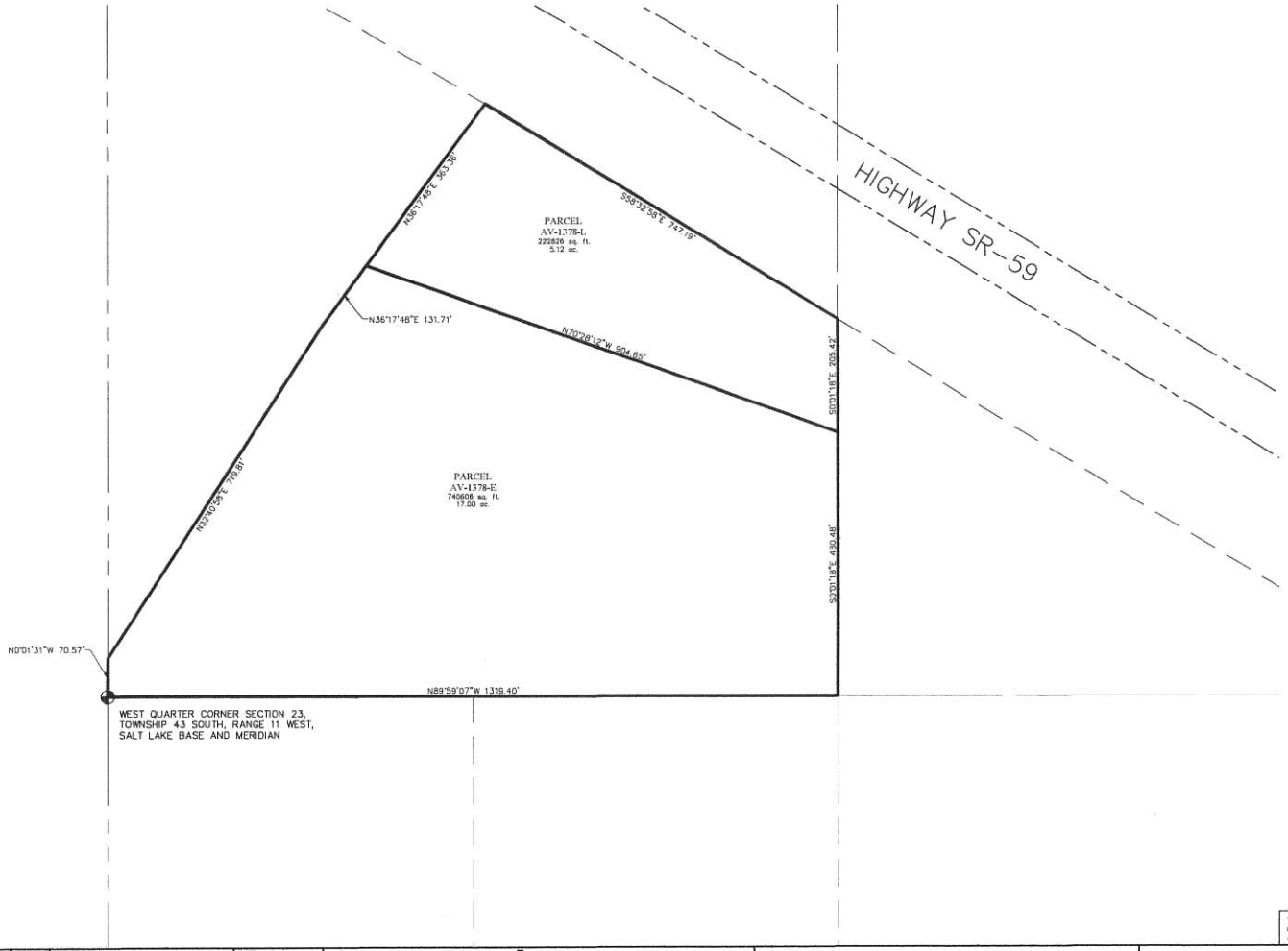
Owner: Michael Barrett		Phone: [redacted]	
Address: [redacted]		Email: [redacted]	
City: [redacted]	State: [redacted]	Zip: [redacted]	
Agent: (If Applicable) N/A		Phone: N/A	
Address/Location of Property: Same as above		Parcel ID: AV-1378-E and AV-1378-L	
Existing Zone: OST – Open Space Transition		Proposed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

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

- [x] A. The name and address of owners in addition to above owner.
- [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
- [ ] E. N/A A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project.
- [ ] F. Stamped envelopes with the names and address of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- [x] G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- [ ] H. N/A Signed and notarized Acknowledgement of Water Supply (see attached).

Applicant Signature	Date 08/06/2024

Official Use Only	Amount Paid: $	Receipt No:
Date Received: RECEIVED AUG 0 6 2024	Date Application Deemed Complete:	
By:	By:	



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

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY:	DATE:
DRAWN BY:	DATE:
CHECKED BY:	DATE:
APPROVED:	DATE:
COGO FILE:	DATE:
REV. COGO FILE:	DATE:

N:\3-21-077-80 MOUNTAIN VALLEY 38 LOT\CAD\Design\BARRETT PROJECT\2 LOT BASE-07-26-24.dwg 7/30/2024 8:27 AM

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

BARRETT PARCELS

LOT LINE ADJUSTMENT

APPLE VALLEY, UTAH

JOB NO. 21-077

SHEET NO. 1

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

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

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE N.00º01'31"W. A DISTANCE OF 782.57 FEET ALONG THE SECTION LINE; THENCE EAST A DISTANCE OF 466.97 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N.36º17'48"E. A DISTANCE OF 363.36 FEET; THENCE S.58º32'58"E. A DISTANCE OF 747.19 FEET; THENCE S.00º01'18"E. A DISTANCE OF 205.42 FEET; THENCE N.70º28'12"W. A DISTANCE OF 904.65 FEET TO THE POINT OF BEGINNING.
CONTAINING 222,826 SQ.FT. OR 5.12 ACRES.

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

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

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

THENCE N.00º01;31"W. A DISTANCE OF 70.57 FEET ALONG THE SECTION LINE; THENCE N.32º40'58"E. A DISTANCE OF 719.81 FEET; THENCE N.36º17'48"E. A DISTANCE OF 131.71 FEET; THENCE S.70º28'12"E. A DISTANCE OF 904.65 FEET; THENCE S.00º01'18"E. A DISTANCE OF 480.48 FEET TO A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 23; THENCE N.89º59'07"W. A DISTANCE OF 1319.40 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.
CONTAINING 740,606 SQ.FT. OR 17.00 ACRES.

When recorded mail deed and tax notice to:
Michael Barrett
P.O. Box 12623
Odgen, UT 84412

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

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

Space Above This Line for Recorder's Use

WARRANTY DEED

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

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

See Attached Exhibit "A"

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

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

Pamela S. Ward

Pamela S. Ward

STATE OF Utah)
:ss.
COUNTY OF Washington)

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

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

NOTARY PUBLIC

My Commission Expires:

Unofficial Copy

WATER RIGHTS ADDENDUM TO LAND DEEDS

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

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

Check one box only		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. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked)	B
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). 81-3970 (A43996a) and 81-4242 (A43996a) along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights (Proceed to Section C)	N1 N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply) ☐ All of Water Rights No(s). 81-3970 (A43996a) and 81-4242 (A43996a) ☑ 1.0 acre-feet from Water Right No. 81-3970 (A43996a) for: ___ families .20 acres of irrigated land: stock water for ___ Equivalent Livestock Units; and/or for the following other uses ___ ☑ 1.0 acre-feet from Water Right No. 81-4242 (A43996a) for: ___ families .20 acres of irrigated land: stock water for ____ Equivalent Livestock Units; and/or for the following other uses. Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N1 N4 N5 N5 N2
C	Disclosures By Grantor: (check all boxes that apply) ☐ Grantor is endorsing and delivering To Grantee stock certificates for Shares stock in the following water company: ☐ Culinary water service is provided by: ☐ Outdoor water service is provided by: ☐ There is no water service available to Grantor's Parcel(s). ☑ Other water related disclosures: See Application a43134	N6 N7 N8 N9 N10

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

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

Grantor's Signature: _____
Pamela S. Ward

Grantee's Acknowledgment of Receipt: _____
Michael Barrett

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

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

Unofficial Copy

WATER RIGHTS ADDENDUM TO LAND DEEDS

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

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

Check one box only — Proceed to Section

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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). 81-3970 (A43996a) and 81-4242 (A43996a) 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
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C	Disclosures By Grantor: (check all boxes that apply) ☐ Grantor is endorsing and delivering To Grantee stock certificates for Shares stock in the following water company: ☐ Culinary water service is provided by: ☐ Outdoor water service is provided by: ☐ There is no water service available to Grantor's Parcel(s). _ ☑ Other water related disclosures: See Application a43134	N6 N7 N8 N9 N10

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

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

Grantee's Acknowledgment of Receipt:
Michael Barrett

Grantee's Address: P.O. Box 12623 , Odgen, Utah 84412
NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS.

Unofficial Copy

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

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

First American Title Insurance Company

POLICY OF TITLE INSURANCE

SCHEDULE A

File No. **208479**

Policy No. **5011400-2641022e**

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

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

Premium: **$1,867.00**

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

1. Name of Insured:

   Michael Barrett, unmarried man

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

3. Title is vested in:

   Michael Barrett, unmarried man

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

   See attached Exhibit A-Legal Description

* * *

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

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

EXHIBIT A
Legal Description

Parcel 1:
COMMENCING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°01'31" WEST, ALONG THE SECTION LINE 70.57 FEET; THENCE NORTH 32°40'58" EAST 719.81 FEET; THENCE NORTH 36°17'48" EAST, 122.35 FEET; THENCE SOUTH 90°00'00" EAST 401.31 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 31°27'02" EAST 150.00 FEET; THENCE SOUTH 58°32'58" EAST, 150.00 FEET; THENCE SOUTH 31°27'02" WEST 150.00 FEET; THENCE NORTH 58°32'58" WEST, 150.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:
BEGINNING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°01'31" WEST, ALONG THE SECTION LINE 70.57 FEET; THENCE NORTH 32°40'58" EAST 719.81 FEET; THENCE NORTH 36°17'48" EAST, 495.07 FEET; THENCE SOUTH 58°32'58" EAST, 747.19 FEET TO A POINT ON THE 1/16 SECTION LINE; THENCE SOUTH 0°01'18" EAST, 685.90 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW¼NW¼) OF SAID SECTION 23; THENCE NORTH 89°59'14" WEST, ALONG THE QUARTER SECTION LINE, 1319.34 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM the following described property:

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

Parcel 3:
AN EASEMENT FOR INGRESS AND EGRESS SIX (6) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE, AS CREATED BY WARRANTY DEED, RECORDED OCTOBER 31, 2008, AS DOC. NO. 20080041817, OFFICIAL WASHINGTON COUNTY RECORDS:

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

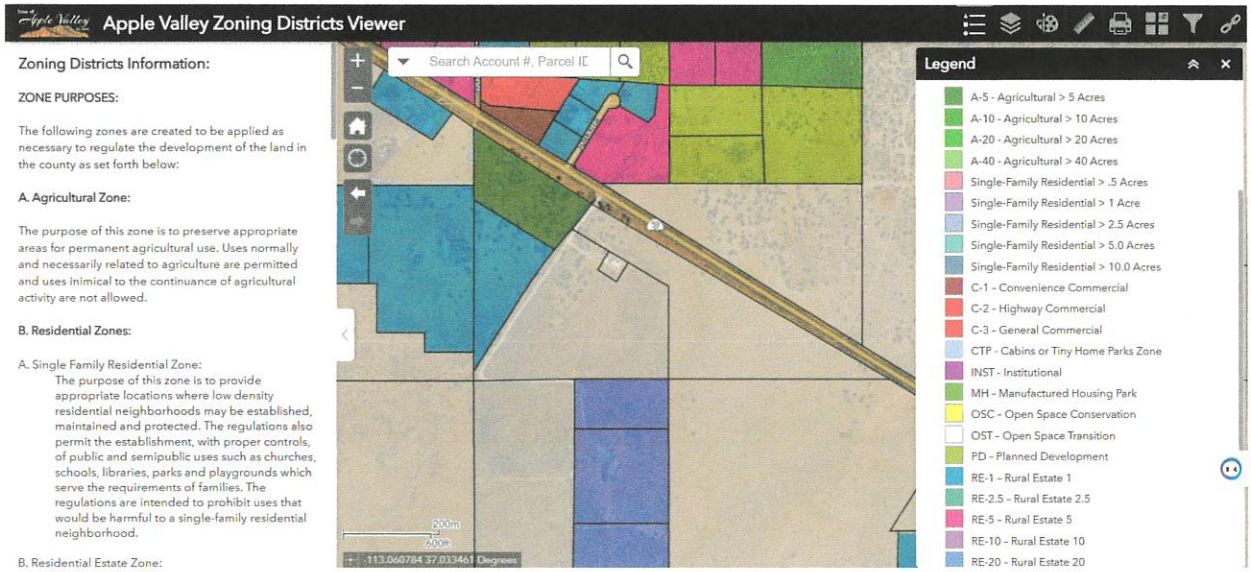
ALSO, AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE EASTERLY 12 FEET OF THAT CERTAIN 60 FOOT EASEMENT AS CREATED BY QUIT-CLAIM DEED RECORDED JANUARY 25, 1995, AS ENTRY NO. 490465, IN BOOK 881, AT PAGES 803-804, OFFICIAL WASHINGTON COUNTY RECORDS.

***

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

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

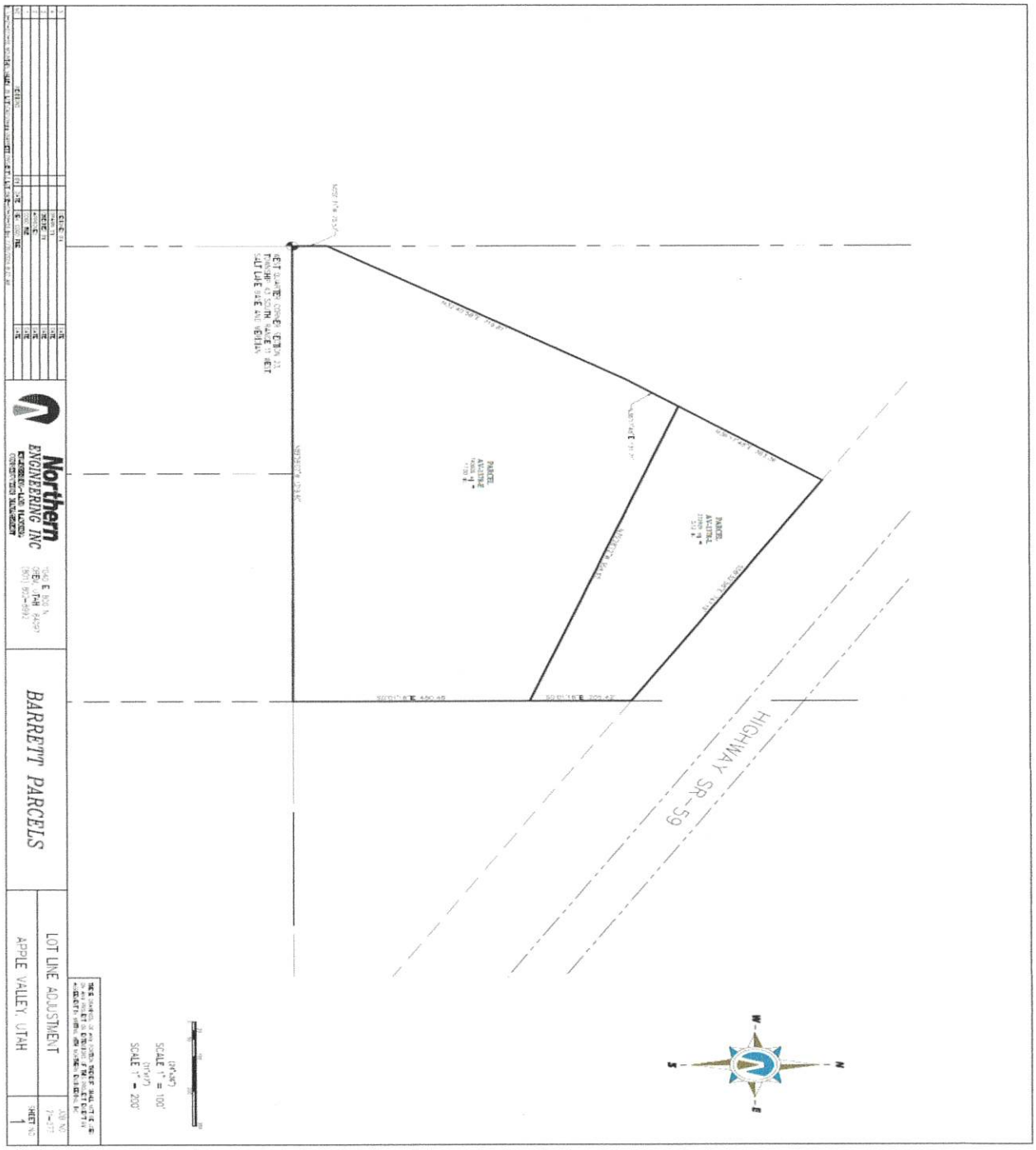
HISTORIC –



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

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

NEW LOT-LINE ADJUSTED - RECORDED WASHCO –



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

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

Value

Account Number 0499015

Parcel Number AV-1378-E

Tax District 45 - Apple Valley Town

Acres 21.60 **(AJUSTED TO 17 ACRES)**

Situs 7854 S 9500 E , APPLE VALLEY

Parent Accounts 0155625
0468580

Parent Parcels 1378-A
1378-D

Child Accounts 0504319
0509326
0835878

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

Name BARRETT MICHAEL

1749 E 2260 S
APPLE VALLEY, UT 84737

Market (2024) $311,040

Taxable $432

Tax Area: 45 **Tax Rate**: 0.006853

Type	Actual	Assessed	Acres
Farm Land FAA	$311,040	$432	21.600 **(17 AC)**

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

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

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

LESS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 0*01'31" WEST, ALONG THE SECTION LINE 70.57 FEET; THENCE NORTH 32*40'58" EAST, 719.81 FEET; THENCE NORTH 36*1748" EAST, 122.35 FEET; THENCE SOUTH 90*00'00" EAST 401.31 FEET TO THE TRUE POB; THENCE NORTH 31*27'02" EAST 150.00 FEET; THENCE SOUTH 58*32'58" EAST 150.00 FEET; THENCE SOUTH 31*27'02" WEST 150.00 FEET; THENCE NORTH 58*32'58" WEST 150.00 FEET TO THE TRUE POB. TOG W/EASEMENTS

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

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

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

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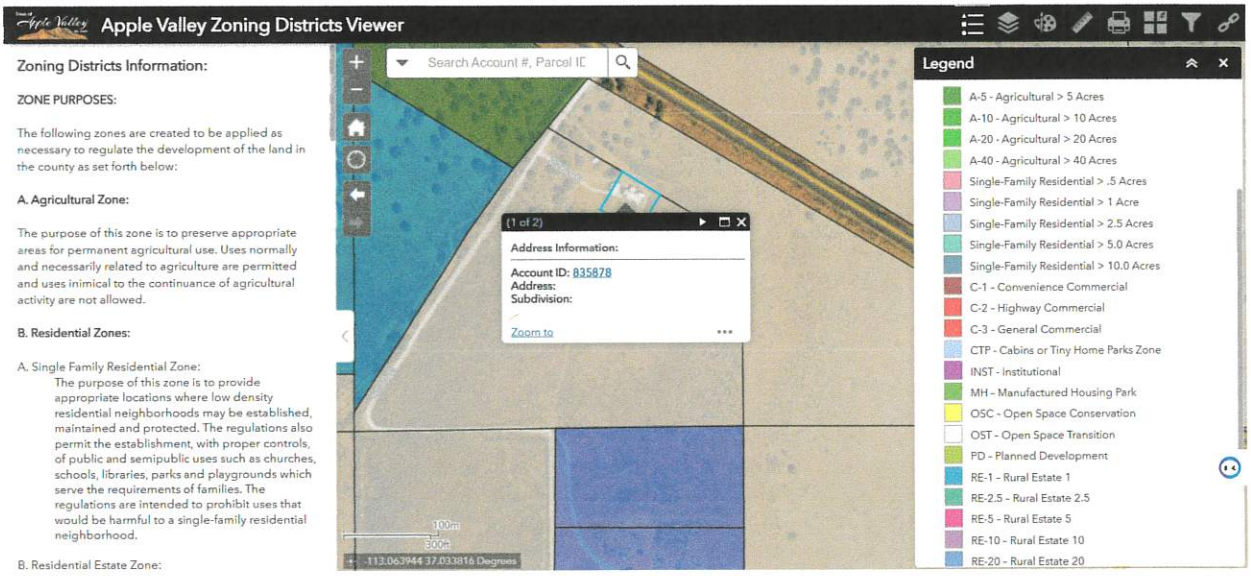
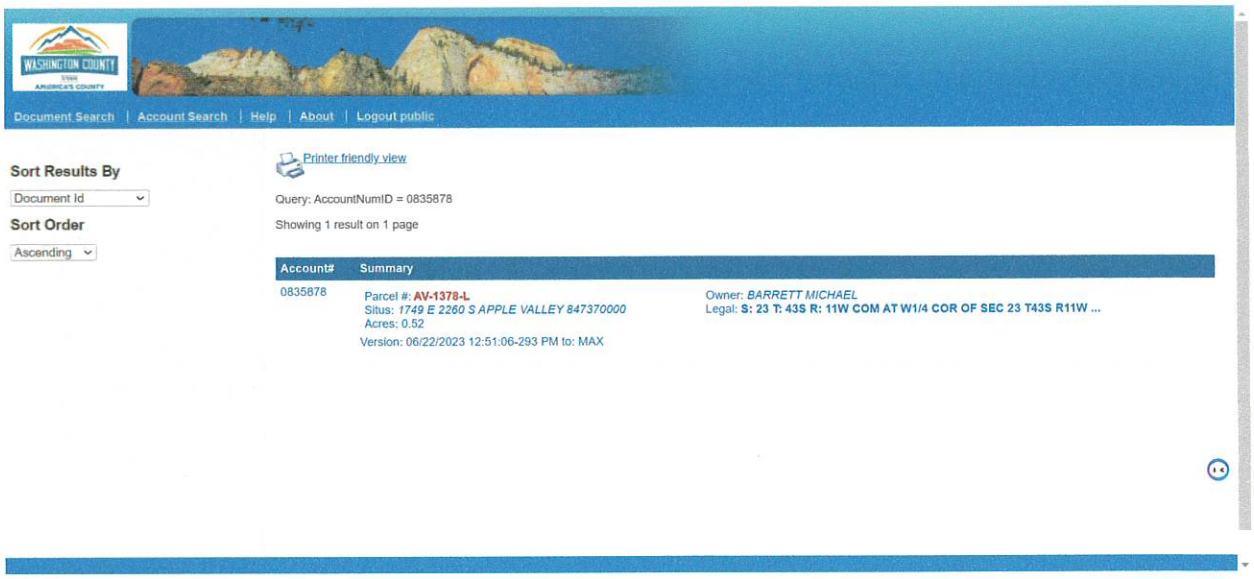
Parcel 2, AV-1378-E = 17 ACRES





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

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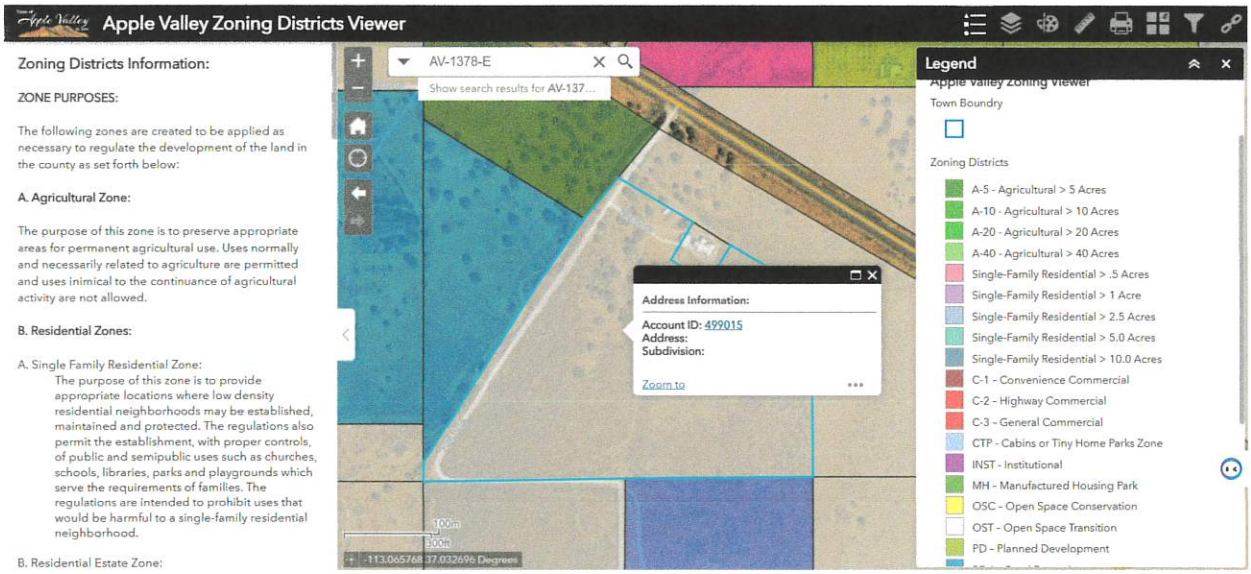

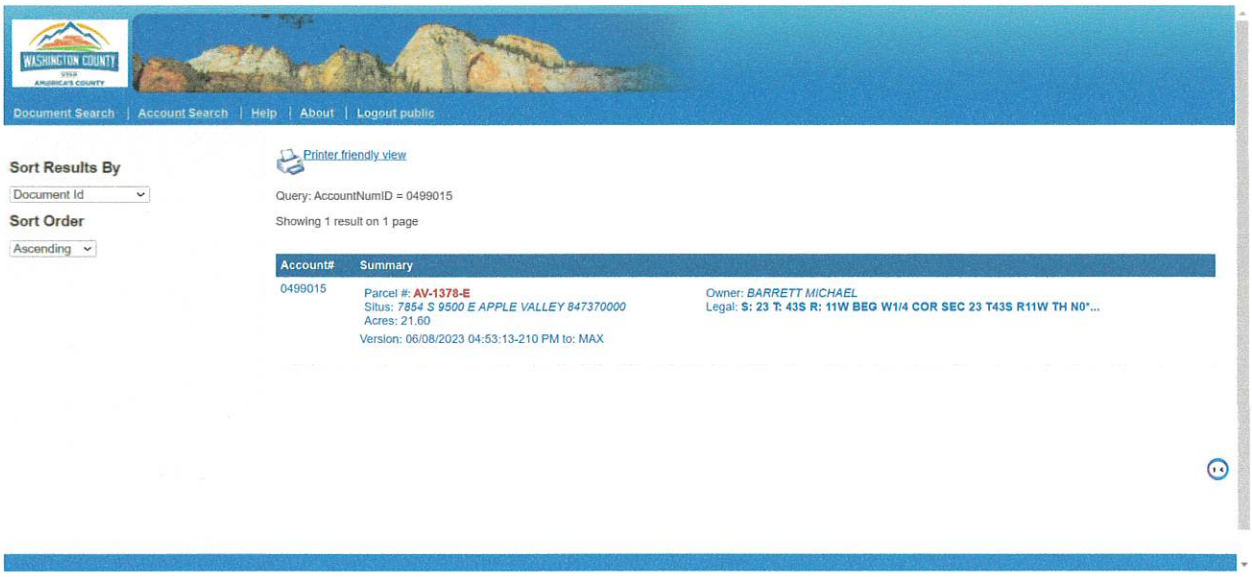

ZONE CHANGE APPLICATION – APPLE VALLEY
LOT LINE ADJUSTMENT – WASHINGTON COUNTY – RECORDED 08/02/2024

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

Account 0835878

Location	Owner	Value

Account Number 0835878

Parcel Number AV-1378-L

Tax District 45 - Apple Valley Town

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

Situs 1749 E 2260 S , APPLE VALLEY

Parent Accounts 0499015

Parent Parcels AV-1378-E

Child Accounts

Child Parcels

Sibling Accounts

Sibling Parcels

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

1749 E. 2260 S.
Apple Valley, UT, 84737
Parcel 1, AV-1378-L = 5.12 ACRES
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OLD LEGAL S: 23 T: 43S R: 11W BEG W1/4 COR SEC 23 T43S R11W TH N0*01'31W ALG SEC/L 70.57 FT; TH N32*40'58E 719.81 FT; TH N36*17'48E 495.07 FT; TH S58*32'58E 747.19 FT; TH S0*01'18E 685.90 FT TO SE COR SW1/4 NW1/4 SEC 23; TH N89*59'14W 1319.34 FT TO POB.

LESS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 0*01'31" WEST, ALONG THE SECTION LINE 70.57 FEET; THENCE NORTH 32*40'58" EAST, 719.81 FEET; THENCE NORTH 36*1748" EAST, 122.35 FEET; THENCE SOUTH 90*00'00" EAST 401.31 FEET TO THE TRUE POB; THENCE NORTH 31*27'02" EAST 150.00 FEET; THENCE SOUTH 58*32'58" EAST 150.00 FEET; THENCE SOUTH 31*27'02" WEST 150.00 FEET; THENCE NORTH 58*32'58" WEST 150.00 FEET TO THE TRUE POB. TOG W/EASEMENTS

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COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE N.00º01'31"W. A DISTANCE OF 782.57 FEET ALONG THE SECTION LINE; THENCE EAST A DISTANCE OF 466.97 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N.36º17'48"E. A DISTANCE OF 363.36 FEET; THENCE S.58º32'58"E. A DISTANCE OF 747.19 FEET; THENCE S.00º01'18"E. A DISTANCE OF 205.42 FEET; THENCE N.70º28'12"W. A DISTANCE OF 904.65 FEET TO THE POINT OF BEGINNING.

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

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

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

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

TOWN OF APPLE VALLEY
ORDINANCE O-2024-49

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCELS AV-1378-F, AV-1378-J, AV-1378-K FROM OPEN SPACE TRANSITION ZONE (OST) TO A AGRICULTURAL ZONE (A-X)

WHEREAS, the Town of Apple Valley ("Town") has been petitioned for a change in the zoning classification of parcels AV-1378-F, AV-1378-J, AV-1378-K from Open Space Transition Zone (OST) to A Agricultural Zone (A-X); and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on September 4, 2024. In a meeting on the same day the Planning Commission recommended approval of the zone change request by unanimous vote; and,

WHEREAS, the Town Council has reviewed the Planning Commission's recommendation; and,

WHEREAS, the Town Council finds that the requested zone change for this property is rationally based and consistent with the Town's General Plan.

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 25th day of September 2024, and upon motion duly made and seconded:

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

SECTION I: The Zoning Designation for parcels AV-1378-F, AV-1378-J, AV-1378-K is changed from Open Space Transition Zone (OST) to A Agricultural Zone (A-X).

SECTION II: Update of the Official Zoning Map. The official Zoning Map is amended to reflect the adoption of this ordinance.

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 25th day of September, 2024.

PRESIDING OFFICER

_____
Michael L. Farrar, Mayor

ATTEST:

_____
Jenna Vizcardo, Town Clerk/Recorder

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

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

See Fee Schedule Page 2 NO FEE

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

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

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

- [x] A. The name and address of owners in addition to above owner.
- [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. A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project.
- [ ] F. Stamped envelopes with the names and address of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- [x] G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- [x] H. Signed and notarized Acknowledgement of Water Supply (see attached).

Applicant Signature: Michael J Gross Jennifer K Gross	Date: 08/06/2024

Official Use Only	Amount Paid: $	Receipt No:
Date Received: RECEIVED AUG 0 6 2024	Date Application Deemed Complete:	
By:	By:	

ZONE CHANGE APPLICATION

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

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

Parcel #: AV-1378-K

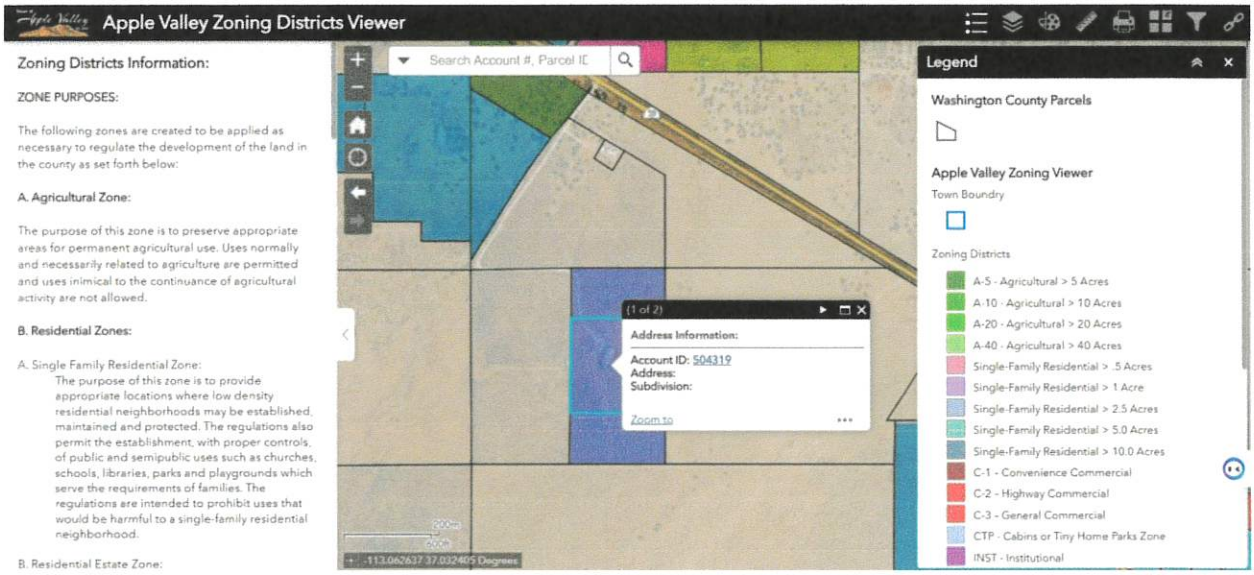
Acres: 5.00

ZONE: RE-20

Parcel #: AV-1378-F

Acres: 10.00

ZONE: RE-20



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

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

Parcel #: AV-1378-J

Acres: 5.00

ZONE: RE-20

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

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

NOTIFICATION

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

When recorded mail deed and tax notice to:
Michael James Gross
~~22353 Glenn Rd~~ 2499 S. 1740 E.
~~Mount Vernon, WA 98273~~ Apple Valley UT 84737

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

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

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

Space Above This Line for Recorder's Use

WARRANTY DEED

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

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

See Attached Exhibit "A"

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

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

Stephen and Pamela Ward Revocable Trust
dated April 15, 2003

By: Pamela Sue Ward
Pamela Sue Ward, Sole Trustee

STATE OF Utah)
:ss.
COUNTY OF Washington)

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

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

NOTARY PUBLIC

My Commission Expires:

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

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

EXHIBIT "A"

Parcel 1:
The East One-Half of the Northwest Quarter of the Southwest Quarter (E½NW¼SW¼) of Section 23, Township 43 South, Range 11 West, Salt Lake Base and Meridian, Washington County Recorder, State of Utah.

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

A. The South One-Quarter of the East One-Half of the Northwest Quarter of the Southwest Quarter (S¼E½NW¼SW¼) of Section 23, Township 43 South, Range 11 West, Salt Lake Base and Meridian, Washington County Recorder, State of Utah.

B. The North One-Quarter of the East One-Half of the Northwest Quarter of the Southwest Quarter (N¼E½NW¼SW¼) of Section 23, Township 43 South, Range 11 West, Salt Lake Base and Meridian, Washington County Recorder, State of Utah.

Parcel 2:
The North One-Quarter of the East One-Half of the Northwest Quarter of the Southwest Quarter (N¼E½NW¼SW¼) of Section 23, Township 43 South, Range 11 West, Salt Lake Base and Meridian, Washington County Recorder, State of Utah.

Parcel 3:
The South One-Quarter of the East One-Half of the Northwest Quarter of the Southwest Quarter (S¼E½NW¼SW¼) of Section 23, Township 43 South, Range 11 West, Salt Lake Base and Meridian, Washington County Recorder, State of Utah.

Parcel 4:
An Easement 50 feet in width for ingress and egress, as created by Warranty Deed recorded March 20, 1995, as Entry No. 495267, in Book 894, at Page 482, Official Washington County Records, the center line of which is described as follows:

Beginning at the Northwest corner of the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 23, Township 43 South, Range 11 West, Salt Lake Base and Meridian; thence South 89°59'28" East along the 1/16 Section line 663.89 feet to the Southerly Right of Way line of Highway U-59; thence South 58°32'58" East along said Right fo Way line 160.80 feet to the True Point of Beginning; thence South 36°17'48" West 695.79 feet; thence South 32°40'38" West 719.81 feet to the West Section Line of Section 23; thence South to the 1/16 line of said Section. Said Easement shall continue as follows, being 50 feet South of the following described line: thence East along the 1/16 line 660 feet to Grantor's property.

***

Initials PSW

Russell Shirts Washington County Recorder
02/26/2020 09:20:03 AM Fee $40.00 By
SOUTHERN UTAH TITLE COMPANY

When recorded mail deed and tax notice to:
Michael James Gross
~~22353 Glenn Rd~~ 2499 S. 1740 E.
~~Mount Vernon, WA 98273~~ Apple Valley UT 84737

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

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

Space Above This Line for Recorder's Use

WARRANTY DEED

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

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

See Attached Exhibit "A"

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

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

Stephen and Pamela Ward Revocable Trust
dated April 15, 2003

By: Pamela Sue Ward
Pamela Sue Ward, Sole Trustee

STATE OF Utah)
:ss.
COUNTY OF Washington)

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

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

NOTARY PUBLIC

My Commission Expires:

TOWN OF APPLE VALLEY
ORDINANCE O-2024-63

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1351-E FROM OPEN SPACE TRANSITION ZONE (OST) TO A AGRICULTURAL ZONE (A-X)

WHEREAS, the Town of Apple Valley ("Town") has been petitioned for a change in the zoning classification of parcel AV-1351-E from Open Space Transition Zone (OST) to A Agricultural Zone (A-X); and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on September 4, 2024. In a meeting on the same day the Planning Commission recommended approval of the zone change request by unanimous vote; and,

WHEREAS, the Town Council has reviewed the Planning Commission's recommendation; and,

WHEREAS, the Town Council finds that the requested zone change for this property is rationally based and consistent with the Town's General Plan.

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 25th day of September 2024, and upon motion duly made and seconded:

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

SECTION I: The Zoning Designation for parcel AV-1351-E is changed from Open Space Transition Zone (OST) to A Agricultural Zone (A-X).

SECTION II: Update of the Official Zoning Map. The official Zoning Map is amended to reflect the adoption of this ordinance.

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 25th day of September, 2024.

PRESIDING OFFICER

_____
Michael L. Farrar, Mayor

ATTEST:

_____
Jenna Vizcardo, Town Clerk/Recorder

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

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

See Fee Schedule Page 2

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

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

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

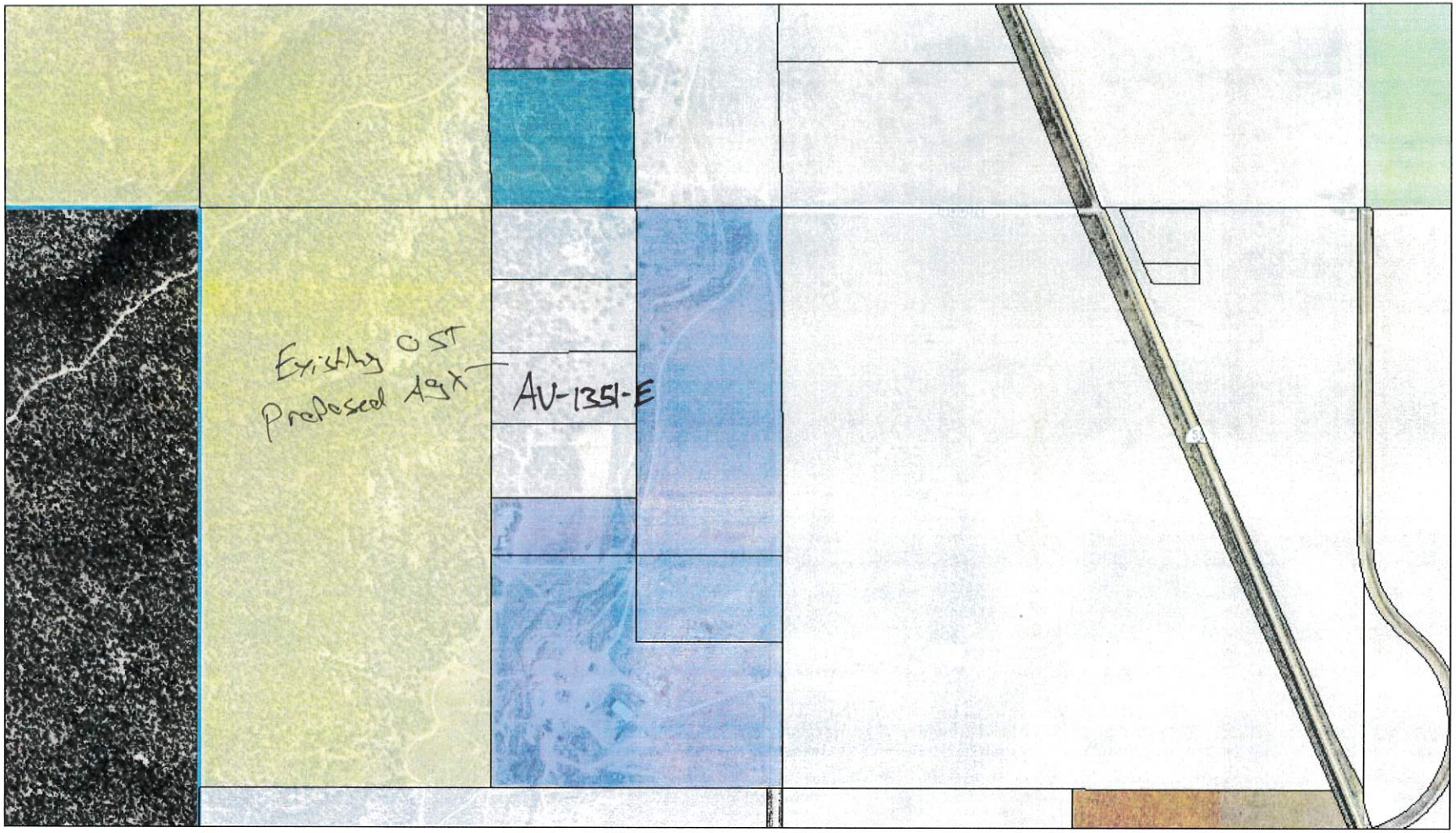
- [x] A. The name and address of owners in addition to above owner.
- [x] B. An accurate property map showing the existing and proposed zoning classifications
- [x] C. All abutting properties showing present zoning classifications
- [x] D. - In Deed An accurate legal description of the property to be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

Applicant Signature: Matt Bullington	Date: 8-1-24

Official Use Only	Amount Paid: $	Receipt No:
Date Received: RECEIVED AUG 12 2024	Date Application Deemed Complete:	
By:	By:	

Item 10.

Apple Valley Zoning Districts



7/31/2024, 9:28:48 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

- Washington County Parcels
- Future Annexation Boundary

Zoning Districts

- A-40 - Agricultural > 40 Acres
- C-2 – Highway Commercial
- OSC – Open Space Conservation
- OST – Open Space Transition
- RE-1 – Rural Estate 1
- RE-10 – Rural Estate 10
- RE-20 – Rural Estate 20
- Town Boundry

Town of Apple Valley
Sunrise Cloud SMART GIS®

WASHINGTON COUNTY
UTAH

Title

Legend

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

1,504.7 0 752.33 1,504.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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

Notes

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

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

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

Warranty Deed

TROY E. ECKARD AND CLAIRE E. ECKARD,

Grantors, hereby CONVEY(S) IN WARRANTY to

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

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

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

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

APN(s): AV-1351-E

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

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

TOWN OF APPLE VALLEY
ORDINANCE O-2024-58

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCELS AV-1378-B, AV-1378-C, AV-1378-D FROM OPEN SPACE TRANSITION ZONE (OST) TO A AGRICULTURAL ZONE (A-X)

WHEREAS, the Town of Apple Valley ("Town") has been petitioned for a change in the zoning classification of parcels AV-1378-B, AV-1378-C, AV-1378-D from Open Space Transition Zone (OST) to A Agricultural Zone (A-X); and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on September 4, 2024. In a meeting on the same day the Planning Commission recommended approval of the zone change request by vote; and,

WHEREAS, the Town Council has reviewed the Planning Commission's recommendation; and,

WHEREAS, the Town Council finds that the requested zone change for this property is rationally based and consistent with the Town's General Plan.

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 25th day of September 2024, and upon motion duly made and seconded:

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

SECTION I: The Zoning Designation for parcels AV-1378-B, AV-1378-C, AV-1378-D is changed from Open Space Transition Zone (OST) to A Agricultural Zone (A-X).

SECTION II: Update of the Official Zoning Map. The official Zoning Map is amended to reflect the adoption of this ordinance.

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 25th day of September, 2024.

PRESIDING OFFICER

_____
Michael L. Farrar, Mayor

ATTEST:

_____
Jenna Vizcardo, Town Clerk/Recorder

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

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

See Fee Schedule Page 2

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

Owner: LAND DEVELOPMENT SOLUTIONS, LLC	Phone: [redacted]
Address: P.O. BOX 71653	Email: [redacted]
City: SALT LAKE CITY	State: UTAH / Zip: 84121
Agent: (If Applicable) BRANT TUTTLE / NORTHERN ENGINEERING	Phone: [redacted]
Address/Location of Property: 2280 EAST CANAAN WAY	Parcel ID: AV-1378-B; AV-1378-C; AV-1378-D
Existing Zone: OST ZONE	Proposed Zone: A-X ZONE
For Planned Development Purposes: Acreage in Parcel 86.87, 52.51, 19.58	Acreage in Application 159.06
Reason for the request LAND OWNER WANTS TO CHANGE ZONE BACK TO PREVIOUS AGRICULTURAL ZONE FROM THE CURRENT OST ZONE	

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

- [x] A. The name and address of owners in addition to above owner. PAT MELFI IS THE MANAGING MEMBER OF LAND DEVELOPMENT SOLUTIONS, LLC
- [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
- [ ] E. A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project. N/A
- [x] F. Stamped envelopes with the names and address of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- [x] G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- [ ] H. Signed and notarized Acknowledgement of Water Supply (see attached). N/A

Applicant Signature: Brant O. Tuttle, AGENT	Date: AUGUST 13, 2024

Official Use Only	Amount Paid: $	Receipt No:
Date Received: RECEIVED AUG 13 2024 RECEIVED AUG 13 2024 RECEIVED AUG 19 2024	Date Application Deemed Complete:	
By:	By:	

MOUNTAIN VALLEY ESTATES

APPLE VALLEY, UTAH

MAY, 2024

OST– OPEN SPACE TRANSITION

C–2 – HIGHWAY COMMERCIAL

C–1 – CONVENIENCE COMMERCIAL

RE–5–RURAL ESTATE 5

OSC– OPEN SPACE CONSERVATION

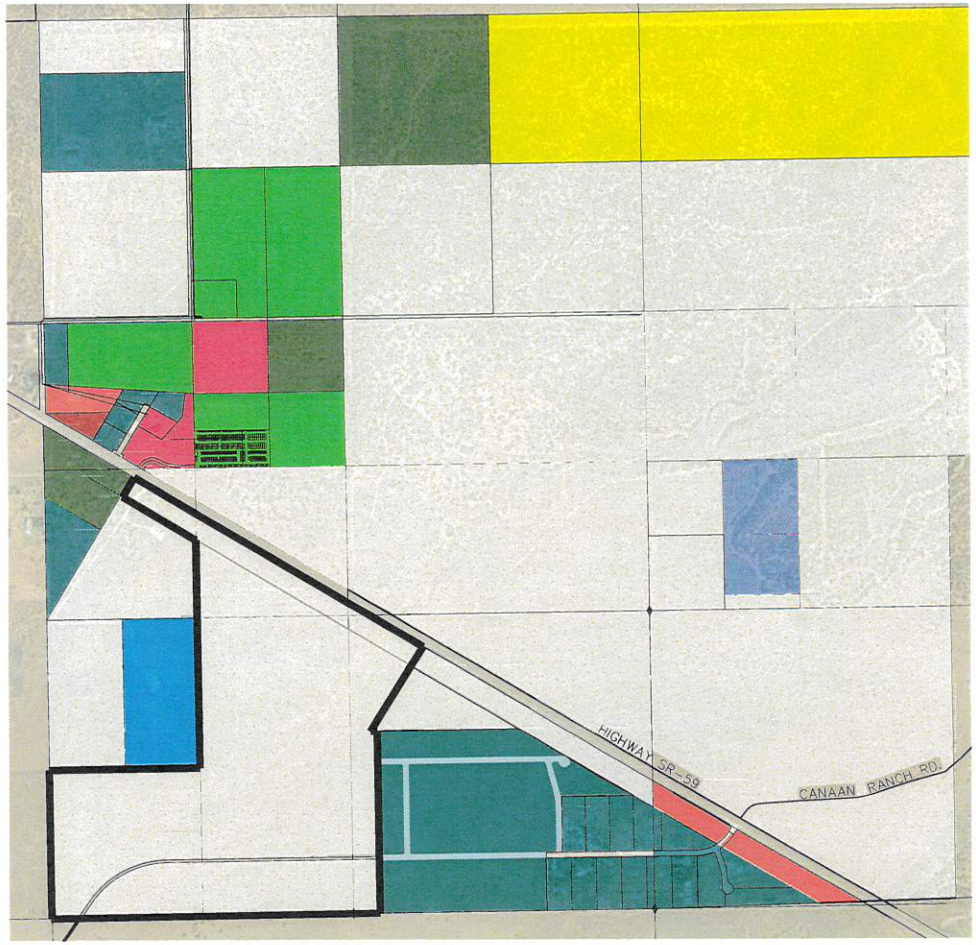
PD– PLANNED DEVELOPMENT

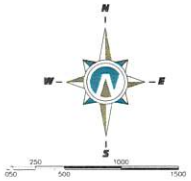
A–X– AGRICULTURAL > 5 ACRES

RE–1 – RURAL ESTATE 1

RE–20 – RURAL ESTATE 20

RE–X – RURAL ESTATE ZONE ANY SIZE





(24"x36")
SCALE 1" = 500'
(11"x17")
SCALE 1" = 1000'

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
COGO FILE: DATE:
REV. COGO FILE: DATE:

E:\3-21-077-00 MOUNTAIN VALLEY 36 LOT\CAD\Design\21-077 MT.VALLEY ESTATES ZONING EXHIBIT.dwg

Northern ENGINEERING INC
ENGINEERING–LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802–8992

MOUNTAIN VALLEY ESTATES

EXISTING ZONING EXHIBIT

SANTAQUIN, UTAH

JOB NO. 3–21–077

SHEET NO. SP–01

MOUNTAIN VALLEY ESTATES

APPLE VALLEY, UTAH

MAY, 2024

OST– OPEN SPACE TRANSITION

C–2 – HIGHWAY COMMERCIAL

C–1 – CONVENIENCE COMMERCIAL

RE–5–RURAL ESTATE 5

OSC– OPEN SPACE CONSERVATION

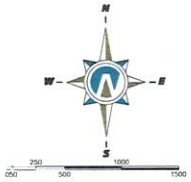
PD– PLANNED DEVELOPMENT

A–X – AGRICULTURAL > 5 ACRES

RE–1 – RURAL ESTATE 1

RE–20 – RURAL ESTATE 20

RE–X – RURAL ESTATE ZONE ANY SIZE



(24"x36")
SCALE 1" = 500'
(11"x17")
SCALE 1" = 1000'

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
COGO FILE: DATE:
REV. COGO FILE: DATE:

C:\3-21-077-00 MOUNTAIN VALLEY 38 LOT\CAD\Design\21-077 MT.VALLEY ESTATES ZONING EXHIBIT.dwg

Northern ENGINEERING INC
ENGINEERING–LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802–8992

MOUNTAIN VALLEY ESTATES

PROPOSED ZONING EXHIBIT

SANTAQUIN, UTAH

JOB NO. 3–21–077

SHEET NO. SP–01

EXHIBIT A

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

PARCEL 1: AV-1378-B

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

PARCEL 2: AV-1378-C

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

PARCEL 3: AV-1378-D

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

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

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

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

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

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

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

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

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

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

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

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

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

PARCEL 4: AV-1378-Q

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

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

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: First American Title Insurance Company
Issuing Office: 215 South State Street, Suite 280, Salt Lake City, UT 84111
Issuing Office's ALTA® Registry ID: 1123534
Commitment Number: 390-6278588
Issuing Office File Number: 390-6278588
Property Address: AV-1378-B, AV-1378-C, AV-1378-D, AV-1378-Q, Washington County, UT
Revision Number:

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

SCHEDULE A

1. Commitment Date: June 08, 2023 at 8:00 a.m.

2. Policy to be issued:
   a. ALTA® Homeowner's (Eagle) Policy
      Proposed Insured: TBD
      Proposed Amount of Insurance: $1,000.00 Premium: $
      The estate or interest to be insured: See Item 3 below
   b. ALTA® Expanded Coverage (Eagle) Loan Policy
      Proposed Insured: Lender To Be Determined
      Proposed Amount of Insurance: $1,000.00 Premium: $
      The estate or interest to be insured: See Item 3 below

   c. Endorsements: 9, 22 and 8.1 Premium: $Included

3. The estate or interest in the Land at the Commitment Date is:

   Fee Simple

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

   Land Development Solutions, LLC, a Wyoming LLC

5. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

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

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Commitment No.: 390-6278588

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.

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

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

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Commitment No.: 390-6278588

SCHEDULE B, PART II—Exceptions

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

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property, or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interest, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances that are not shown by the Public Records.

4. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), that would be disclosed by an accurate and complete land title survey of the Land and that are not shown in Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material, unless such lien is shown by the Public Records at Date of Policy.

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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

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(The following exception affects Parcel 1)

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

(The following exception affects Parcel 2)

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

(The following exception affects Parcel 3)

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

(The following exception affects Parcel 4)

11. Taxes for the year 2023 now a lien, not yet due. General property taxes for the year 2022 were paid in the amount of $4.67. Tax Parcel No. AV-1378-Q.

12. The land is included within the boundaries of Washington County, a Municipal Corporation of the State of Utah, and is subject to charges and assessments made thereby.

13. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded January 31, 2022 as Entry No. 20220006142 of Official Records.

14. An easement over, across or through the Land for telephone equipment and incidental purposes, as granted to South Central Utah Telephone Association, Inc and to its successors and assigns by Instrument recorded March 21, 2006 as Entry No. 20060009349 of Official Records.

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

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

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

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

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

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

(The following exception affects Northerly portion of Parcel 3)

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

(The following exception affects Parcels 1 and 2)

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

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

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

(The following exception affects Parcel 2)

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

(The following exception affects Parcels 1 and 2)

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

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

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

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

(The following exception affects Parcels 2 and 3)

24. Vehicular access is limited to openings permitted by the Utah State Department of Transportation in accordance with Section 41-6a-714, Utah Code Annotated, as amended 2015.

25. Access to Parcel 1 exists only as a result of the common ownership in Parcel 3.

26. Access to Parcel 4 exists only as a result of the common ownership in Parcel 3.

27. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

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

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

29. Water rights, claims or title to water, whether or not shown by the Public Records.

***

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

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

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

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

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

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

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

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

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EXHIBIT A

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

PARCEL 1:

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

PARCEL 2:

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

PARCEL 3:

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

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

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

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

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

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

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

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

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

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

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

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

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

PARCEL 4:

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

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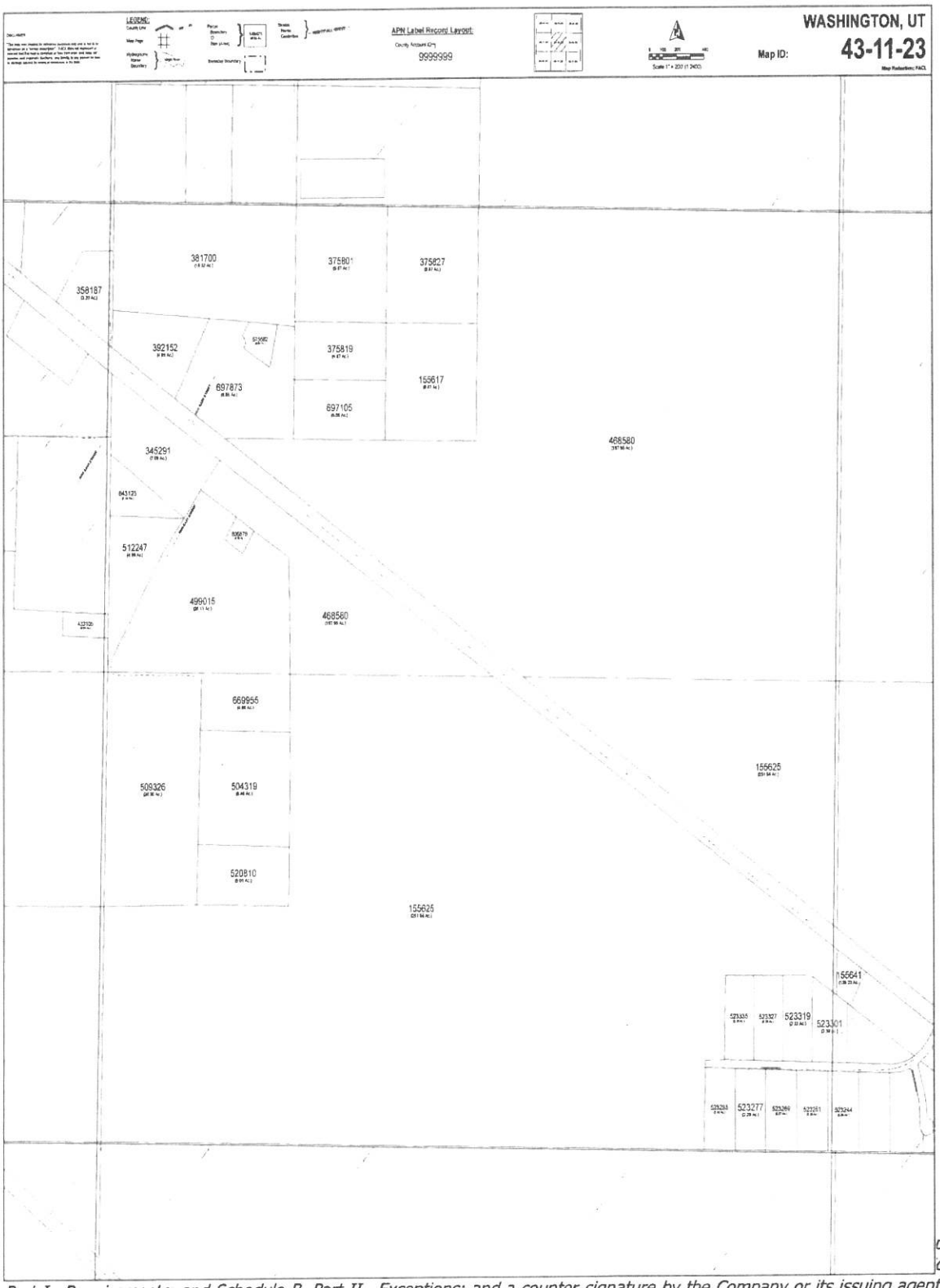

pany. This
chedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

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

5. LIMITATIONS OF LIABILITY
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

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

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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11. ARBITRATION

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

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SUBDIVISION APPROVAL PROCESS

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

I (We) LAND DEVELOPMENT SOLUTIONS, LLC, PAT MELFI, MANAGER, 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.

LAND DEVELOPMENT SOLUTIONS, LLC
Property Owner

Property Owner

Subscribed and sworn to me this 13th day of August, 20 24.

AARON VALDIVIA
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 734341
COMM. EXP. 11/27/2027

Notary Public

Residing in: Ogden Utah

My Commission Expires: 11/27/2027

AGENT AUTHORIZATION

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

LAND DEVELOPMENT SOLUTIONS, LLC
Property Owner

Property Owner

Subscribed and sworn to me this 13th day of August, 20 24.

AARON VALDIVIA
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 734341
COMM. EXP. 11/27/2027

Notary Public

Residing in: Ogden Utah

My Commission Expires: 11/27/2027

APPLE VALLEY
ORDINANCE O-2024-69

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

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

REPEAL

10.10.040 I Industrial Zone

~~A. Purpose: The objective in establishing the I-1 zone is to provide space for various types of land uses whose effects, both secondary and direct, are not compatible with uses found in other zones in the town. Any uses not specified as permitted shall be prohibited.~~

~~B. Permitted Uses: Uses permitted in this zone are as follows:~~

~~1. None~~

~~C. Conditional Uses: Uses requiring a conditional use permit in this zone are as follows:~~

~~1. Recycling businesses, not including hazardous materials~~
~~2. Concrete batch plants.~~
~~3. Gravel crushing equipment.~~
~~4. Gravel pits.~~
~~5. Hot mix asphalt plants.~~
~~6. Landfill operations.~~
~~7. Metal Building.~~
~~8. Mining or ore processing operations.~~
~~9. Open space or agricultural uses~~.
~~10. Sewage lagoons and/or treatment plants.~~
~~11. Storage, baling, and processing of wood, glass, paper, and junk.~~

~~D. Any use not shown in this section shall be prohibited unless the planning commission determines the use is substantially the same as a permitted or conditional use as provided in subsection 10-7-180-E4 of this title.~~

~~E. Site Development Standards:~~

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

~~Minimum Zone Area~~	~~30 acres~~

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

F. ~~Special Provisions:~~

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

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

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

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

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

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

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

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

Attest

_____
Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____
Michael Farrar, Mayor, Apple Valley

APPLE VALLEY
ORDINANCE O-2024-70

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

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

AMENDMENT

10.10.050 RE Rural Estates Zone

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

restrictions:

(1) Cow, horse, donkey, mule, or similar large animal, and potbelly pig 25 points each, but not to exceed the maximum of ten (10) large animals per five (5) acres;

(2) Miniature horses, sheep, goats, or similar medium-size animals, less than 36 inches in height as measured from the withers, (8 points each), but not to exceed the maximum of twenty (20) medium animals per five (5) acres;

c. Chickens, ducks, pigeons, doves, rabbits, turkeys, geese, pheasants, and similar small and medium-size fowl are not to exceed twenty thirty (30) per One (1) acre;

d. No rooster is permitted on any lot which is less than one (1) acre. Lots 1 acre or larger may have one (l) rooster per thirty (30) chickens.

e. Only domestic and farm animals including household dogs and pets shall be kept on any lot with in the Rural Estates Zone.

f. Other than domesticated potbelly pigs allowed under AVLU 10.10.050.B.11.b(1), the
keeping of any pigs is not allowed in the Rural Estates Zone.

g. The following shall be excluded from consideration for the purpose of determining compliance with this section:

(1) The unweaned, offspring of a residing animal or fowl, under six (6) months of age.

(2) Residents 18 years or younger participating in a 4-H, FFA or similar youth program raising an animal with the intent to sell the animal at auction within twelve (12) months.

h. Animals shall be contained in proper pens, coups, corals, pasture, paddock, arena, or similar exercise area on owners property Animal enclosures shall be cleaned regularly, be kept in good repair, give the animals ample room, and offer the animals shelter and shade.

i. Noise, safety, pests or smell nuisances that result from improper care of animals or property are strictly prohibited. Property owners must implement a fly mitigation program with deployment of fly traps, fly spray chemicals or fly predators and maintain these devices and methods during the fly season for vector control.

j. Violation of AVLU 10.10.050.B.11 is an infraction punishable by fine up to $750 if violation is not corrected within thirty (30) days of initial notice of violation.

C. Conditional Uses: Uses requiring a conditional use permit in this zone are as follows:

~~1. Assisted living facility (RE-5, RE-10, RE-20, RE-X only)~~

2. Accessory use and buildings before a building permit is issued.

3. Raising of crops, gardens, and horticulture before a building permit is issued.

4. The keeping of animals and fowl for family food production, but not for commercial use before a building permit is issued.

D. Any use not specifically allowed under permitted uses shall be prohibited unless the planning commission determines the use is substantially the same as a permitted or

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

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

F. Minimum Area, Width, and Yard Regulations

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

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

G. Modifying Regulations:

a. Shipping containers shall not be stacked unless they are used for an accessory building structure or primary dwelling structure and the exterior is completely covered by an exterior siding that must meet all visual and structural requirements set forth by the building
and safety ordinances.

b. Any accessory building must not exceed 25 feet in height.

c. All accessory building permits must be accompanied by a building permit for a primary dwelling or be used in conjunction with an existing primary dwelling. An accessory building permit may be issued without a primary dwelling being on the property with a Conditional Use Permit (CUP).

d. No accessory building shall be occupied or used as any type of living space.

e. Side Yards: The side yard setback on a "street side" yard shall be the same as a front yard setback. Accessory buildings located at least ten (10) feet away

from the main building must have a side or rear property setback of at least ten (10) feet on interior lot lines.

f. Distance Between Buildings: No two (2) buildings on the same property shall be located closer together than ten (10) feet. No building, structure, or pen/corral/coop/ housing animals or fowl shall be constructed closer than fifty (50) feet to a dwelling unit on an adjacent lot, or thirty (30) feet from property line, whichever is further. Animal enclosures shall be behind the main dwelling and shall be no closer than thirty (30) feet to main dwelling.

g. Prohibited Materials and Storage: No trash, rubbish, weeds, or other combustible material shall be allowed to remain on any lot outside of approved containers in any residential zone. No junk, debris, or junk cars shall be stored or allowed to remain on any lot in any residential zone.

h. All lighting shall comply with AVLU 10.26 Outdoor Lighting Ordinance.

i. Permitted and conditional uses set forth in this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

    (1) Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.

    (2) No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.

j. Greater size and height: Notwithstanding the height and size limitations shown in this section, a greater building and accessory height and size may be allowed pursuant to a conditional use permit.

k. For additional restrictions and clarifications in this zone, see AVLU 10.28 Supplementary and Qualifying Regulations for Land Use and Building.

l. All street, drainage, utility and other public improvements shall be installed as required by the applicable town ordinances, standards and regulations. However, upon recommendation by the Planning Commission and approval of the Town Council based upon good cause shown, the requirements for the installation of dry sewer, curb, gutter and asphalt may be waived or delayed, as the Town Council, in its discretion, may determine.

m. On large lots 2.5 Acre and larger the minimum lot size may be smaller than required, by the amount needed for road dedications.

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

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

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

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

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

Attest

_____
Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____
Michael Farrar, Mayor, Apple Valley

Town of Apple Valley
Disbursement Listing
SBSU Operating - 08/01/2024 to 08/31/2024

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Chase Paymentech	JPMC08052024	08/05/2024	$404.97			Purchasing
Superior Technical Solutions LLC	STS08022024	08/05/2024	$653.00			Purchasing
XPress Bill Pay	XBP08052024	08/05/2024	$316.57			Purchasing
Z4 Holdings, LLC / Zitting	5886	08/06/2024	$1,162.58			Purchasing
Interstate Rock Products Inc.	5887	08/06/2024	$421.04			Purchasing
Amazon Capital Services	5888	08/06/2024	$295.47			Purchasing
Arizona Strip Landfill Corporation	5889	08/06/2024	$100.00			Purchasing
Buck's Ace Hardware	5890	08/06/2024	$20.97			Purchasing
James R Weeks	5891	08/06/2024	$387.50			Purchasing
Revco Leasing	5892	08/06/2024	$302.51			Purchasing
South Central Communications	5893	08/06/2024	$451.39			Purchasing
Steamroller Copies Inc.	5894	08/06/2024	$48.04			Purchasing
Town of Apple Valley	5895	08/06/2024	$1,869.48			Purchasing
Shums Coda	5896	08/06/2024	$2,065.00			Purchasing
Google LLC	G08012024	08/07/2024	$374.40			Purchasing
Republic Services	5897	08/08/2024	$512.50			Purchasing
USPS	USPS08082024	08/08/2024	$292.00			Purchasing
Payroll	0809241200	08/09/2024	$8,034.38			Paycheck
Internal Revenue Service	EFTPS0809202	08/09/2024	$1,760.92			Payroll
Utah Retirement Systems	URS08092024	08/09/2024	$1,110.33			Payroll
Big Plains Water SSD	5898	08/12/2024	$42,496.70			Purchasing
Buck's Ace Hardware	5899	08/14/2024	$44.95			Purchasing
Road Runner Striping	5900	08/14/2024	$850.00			Purchasing
Scholzen Products	5901	08/14/2024	$496.80			Purchasing
Timeless Awards Company	5902	08/14/2024	$9.99			Purchasing
Washington County Solid Waste	5903	08/14/2024	$5,246.85			Purchasing
Adobe	A08142024	08/14/2024	$174.46			Purchasing
Rocky Mountain Power	RMP8152024	08/15/2024	$459.05			Purchasing
Utah Municipal Clerks Association	UMCA0815202	08/15/2024	$325.00			Purchasing
Utah Municipal Clerks Association	UMCA8152024	08/15/2024	$55.00			Purchasing
State Bank of Southern Utah	SBSU08192024	08/19/2024	$15.00			Purchasing
State Bank of Southern Utah	SBSU08192024	08/19/2024		08/19/2024	$15.99	Purchasing
Washington County Recorder	WCR08192024	08/19/2024	$1.50			Purchasing
Washington County Recorder	WCR8192024	08/19/2024	$15.00			Purchasing
Zoom Video Communications Inc.	Z08192024	08/19/2024	$15.99			Purchasing
Returned/NSF Payment		08/20/2024	$400.00			Returned/NSF Pay
McLaughlin Air Conditioning and Heating	5904	08/20/2024	$577.00			Purchasing
Town of Colorado City	5905	08/20/2024	$1,164.00			Purchasing
McKinney, Katie	5906	08/20/2024	$36.95			Purchasing
Basic American Supply	BAS8212024	08/21/2024	$25.03			Purchasing
Big O Tires	BOT8212024	08/21/2024	$1,102.14			Purchasing
Payroll	0823241200	08/23/2024	$7,609.33			Paycheck
Fralish, Lee W	5907	08/23/2024	$46.17			Paycheck
Andreasen, Carl	5908	08/23/2024	$9.11			Purchasing
Internal Revenue Service	EFTPS0823202	08/23/2024	$1,639.43			Payroll
Utah Retirement Systems	URS8232024	08/23/2024	$1,231.28			Payroll
Little Creek Station	5909	08/27/2024	$22.32			Purchasing
Hurricane Equipment Rentals	5910	08/27/2024	$45,000.00			Purchasing
7 Sons Manufacturing	5913	08/28/2024	$13,000.00			Purchasing
Harbor Freight Tools	HF08282024	08/28/2024	$89.98			Purchasing
UpAhead LLC	5911	08/29/2024	$2,987.00			Purchasing
Washington County Solid Waste	5912	08/29/2024	$58.70			Purchasing
Refund for return of Pallets to Sunroc		08/30/2024	($80.00)			JE: 800
			$145,707.78		**$15.99**	

Town of Apple Valley
Disbursement Listing
SBSU Fire - 08/01/2024 to 08/31/2024

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Walmart	W08062024	08/06/2024	$266.12			Purchasing
EBay	Ebay08122024	08/12/2024	$291.64			Purchasing
EBay	Ebay8122024	08/12/2024	$59.37			Purchasing
EBay	Ebay81224	08/12/2024	$20.74			Purchasing
Buck's Ace Hardware	BA08132024	08/13/2024	$164.98			Purchasing
			$802.85		**$0.00**	

Town of Apple Valley

Operational Budget Report
10 General Fund - 07/01/2024 to 08/31/2024
16.67% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Change In Net Position					
Revenue:					
Taxes					
3110 General Property Taxes-Current	979.98	1,315.96	5,246.59	160,000.00	3.28%
3130 General Sales and Use Taxes	20,186.18	0.00	0.00	175,000.00	0.00%
3140 Energy and Communication Taxes	4,243.47	5,199.91	8,435.77	40,000.00	21.09%
3150 RAP Tax	0.00	1,874.38	2,013.27	18,000.00	11.18%
3160 Transient Taxes	2,573.17	0.00	0.00	18,000.00	0.00%
3180 Fuel Tax Refund	3.08	0.00	0.00	0.00	0.00%
3190 Highway/Transit Tax	1,857.26	0.00	0.00	17,100.00	0.00%
Total Taxes	**29,843.14**	**8,390.25**	**15,695.63**	**428,100.00**	**3.67%**
Licenses and permits					
3210 Business Licenses	150.00	250.00	750.00	10,500.00	7.14%
3221 Building Permits-Fee	8,801.71	0.00	1,402.51	45,000.00	3.12%
3222 Building Permits-Non Surcharge	1,320.26	0.00	319.38	7,750.00	4.12%
3224 Building Permits Surcharge	10.95	0.00	1.54	450.00	0.34%
3225 Animal Licenses	40.00	0.00	0.00	800.00	0.00%
Total Licenses and permits	**10,322.92**	**250.00**	**2,473.43**	**64,500.00**	**3.83%**
Intergovernmental revenue					
3356 Class "C" Road Allotment	0.00	0.00	0.00	112,000.00	0.00%
3358 Liquor Control Profits	0.00	0.00	0.00	1,100.00	0.00%
Total Intergovernmental revenue	**0.00**	**0.00**	**0.00**	**113,100.00**	**0.00%**
Charges for services					
3230 Special Event Permit	0.00	0.00	0.00	1,000.00	0.00%
3410 Clerical Services	66.48	0.00	0.00	400.00	0.00%
3416 Other Interdepartmental Charges	125.00	5,000.00	5,000.00	60,000.00	8.33%
3431 Zoning and Subdivision Fees	16,160.00	2,400.00	2,400.00	20,000.00	12.00%
3440 Solid Waste	10,110.50	5,301.00	10,574.10	61,000.00	17.33%
3441 Storm Drainage	8,294.50	4,202.73	8,425.32	49,000.00	17.19%
3461 GRAMA Requests	115.00	0.00	0.00	100.00	0.00%
3470 Park and Recreation Fees	225.00	0.00	0.00	100.00	0.00%
3615 Late Charges/Other Fees	481.39	279.95	519.47	1,000.00	51.95%
Total Charges for services	**35,577.87**	**17,183.68**	**26,918.89**	**192,600.00**	**13.98%**
Fines and forfeitures					
3510 Fines	0.00	0.00	1,288.23	5,000.00	25.76%
Total Fines and forfeitures	**0.00**	**0.00**	**1,288.23**	**5,000.00**	**25.76%**
Interest					
3610 Interest Earnings	7,796.34	11.32	5,428.65	42,200.00	12.86%
Total Interest	**7,796.34**	**11.32**	**5,428.65**	**42,200.00**	**12.86%**
Miscellaneous revenue					
3640 Sale of Capital Assets	7,500.00	0.00	0.00	0.00	0.00%
3690 Sundry Revenue	1,385.65	(1,356.70)	(337.59)	5,000.00	-6.75%
3801.1 Impact fees - Fire	1,804.00	0.00	0.00	6,800.00	0.00%
3801.3 Impact fees - Roadways	5,960.00	0.00	0.00	24,600.00	0.00%
3801.6 Impact fees - Storm Water	960.00	0.00	0.00	31,000.00	0.00%
3801.7 Impact fees - Parks, Trails, OS	1,505.00	0.00	0.00	6,600.00	0.00%
Total Miscellaneous revenue	**19,114.65**	**(1,356.70)**	**(337.59)**	**74,000.00**	**-0.46%**
Total Revenue:	**102,654.92**	**24,478.55**	**51,467.24**	**919,500.00**	**5.60%**
Expenditures:					
General government					
Council					
4111.110 Council/PC Salaries and Wages	3,050.00	1,525.00	1,854.99	13,000.00	14.27%
4111.130 Council/PC Employee benefits	233.40	116.67	141.55	1,000.00	14.16%
4111.210 Council/PC Travel Reimbursement	0.00	0.00	0.00	1,000.00	0.00%
4111.220 Council/PC Training	0.00	0.00	0.00	1,000.00	0.00%
Total Council	**3,283.40**	**1,641.67**	**1,996.54**	**16,000.00**	**12.48%**
Administrative					
4141.110 Admin Salaries and Wages	16,315.38	12,918.87	22,022.83	99,000.00	22.25%
4141.130 Admin Employee Benefits	1,946.54	1,834.94	3,212.03	17,100.00	18.78%
4141.140 Admin Employee Retirement - GASB 68	986.36	1,308.70	2,315.25	7,000.00	33.08%
4141.210 Admin Dues, Subs & Memberships	192.02	3,118.96	3,573.48	8,000.00	44.67%
4141.220 Admin Public Notices	0.00	0.00	0.00	100.00	0.00%

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2024 to 08/31/2024
16.67% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4141.230 Admin Training	0.00	325.00	325.00	1,000.00	32.50%
4141.240 Admin Office/Administrative Expense	1,320.84	1,007.13	1,781.88	8,000.00	22.27%
4141.250 Admin Equipment Expenses	2,479.56	1,628.16	3,019.91	10,000.00	30.20%
4141.260 Admin Building & Ground Maintenance	4,094.88	657.36	662.95	4,500.00	14.73%
4141.270 Admin Utilities	595.50	2,328.53	4,349.38	7,600.00	57.23%
4141.280 Admin Telephone and Internet	883.86	451.39	901.27	8,100.00	11.13%
4141.290 Admin Postage	537.65	292.00	292.00	3,700.00	7.89%
4141.320 Admin Engineering Fees	1,069.25	(486.00)	(81.00)	3,500.00	-2.31%
4141.330 Admin Legal Fees	5,382.50	(1,890.00)	1,327.50	50,000.00	2.66%
4141.340 Admin Accounting & Auditing	1,137.50	600.00	2,812.50	20,000.00	14.06%
4141.350 Admin Building/Zoning/Planning Fees	0.00	2,065.00	6,126.25	30,000.00	20.42%
4141.390 Admin Bank Service Charges	0.00	15.00	15.00	200.00	7.50%
4141.410 Admin Insurance	12,603.16	0.00	14,772.81	16,000.00	92.33%
4141.490 Admin Travel Reimbursements	68.64	107.26	180.76	1,500.00	12.05%
4141.500 Admin Weed Abatement	0.00	0.00	0.00	1,500.00	0.00%
4141.610 Bad Debt Expense	0.00	0.00	(20.00)	250.00	-8.00%
4141.740 Admin Capital Outlay	1,860.19	0.00	0.00	0.00	0.00%
4170 Elections	0.00	0.00	0.00	1,500.00	0.00%
Total Administrative	**51,473.83**	**26,282.30**	**67,589.80**	**298,550.00**	**22.64%**
Total General government	**54,757.23**	**27,923.97**	**69,586.34**	**314,550.00**	**22.12%**
Public safety					
Police					
4210.110 Police Salaries & Wages/Contract	0.00	0.00	0.00	15,000.00	0.00%
4253.250 Animal Control Supplies	0.00	0.00	0.00	100.00	0.00%
Total Police	**0.00**	**0.00**	**0.00**	**15,100.00**	**0.00%**
Fire					
4220.110 Fire Salaries & Wages	7,569.40	6,346.17	12,140.00	67,200.00	18.07%
4220.130 Fire Employee Benefits	579.06	485.46	928.70	5,600.00	16.58%
4220.135 Fire Employee Retirement - GASB 68	1,261.84	1,193.73	2,015.51	8,100.00	24.88%
4220.150 Fire Contract Expense	0.00	1,164.00	1,164.00	8,000.00	14.55%
4220.210 Fire Dues, Subscriptions & Memberships	0.00	0.00	285.00	1,200.00	23.75%
4220.230 Fire Travel, Mileage & Cell	100.00	0.00	50.00	600.00	8.33%
4220.240 Fire Office & Other Expenses	322.49	25.99	225.99	500.00	45.20%
4220.250 Fire Equipment Maintenance & Repairs	81.54	0.00	806.77	11,000.00	7.33%
4220.260 Fire Rent Expense	0.00	0.00	0.00	6,000.00	0.00%
4220.360 Fire Training	150.00	266.12	266.12	2,100.00	12.67%
4220.450 Fire Small Equip/Supplies	8,990.26	985.79	1,056.42	15,000.00	7.04%
4220.455 EMS Medical Supplies	0.00	641.07	641.07	0.00	0.00%
4220.460 Fire Supplies-Fundraisers	0.00	1,910.00	1,910.00	500.00	382.00%
4220.465 Fire Gear	31.99	0.00	0.00	23,000.00	0.00%
4220.480 Fire Mitigation MOU Expenditures	0.00	0.00	0.00	15,000.00	0.00%
4220.560 Fire Equipment Fuel	1,324.57	837.67	873.22	4,000.00	21.83%
Total Fire	**20,411.15**	**13,856.00**	**22,362.80**	**167,800.00**	**13.33%**
Total Public safety	**20,411.15**	**13,856.00**	**22,362.80**	**182,900.00**	**12.23%**
Highways and public improvements					
Highways					
4410.110 Road Wages and Contract Labor	277.00	783.00	907.00	15,200.00	5.97%
4410.130 Road Employee Benefits	21.18	59.91	69.40	200.00	34.70%
4410.275 Road Improvements	0.00	850.00	850.00	0.00	0.00%
4410.450 Road Department Supplies	5,156.51	0.00	0.00	30,000.00	0.00%
4410.560 Road Equipment Fuel	0.00	0.00	0.00	2,000.00	0.00%
4410.810 Road Principal	0.00	0.00	0.00	36,000.00	0.00%
4410.820 Road Interest	0.00	0.00	0.00	27,275.00	0.00%
4415.110 Public Works Wages and Contract Labor	6,364.25	6,501.00	11,080.00	30,300.00	36.57%
4415.130 Public Works Employee Benefits	486.87	497.34	847.62	0.00	0.00%
4415.450 Public Works Supplies	6,525.72	156.54	1,359.09	6,000.00	22.65%
4415.550 Public Works Equipment Maintenance	3,208.98	1,367.99	3,351.33	3,000.00	111.71%
4415.560 Public Works Equipment Fuel	4,329.19	1,066.96	1,066.96	2,000.00	53.35%
4415.570 Public Works Travel, Mileage, Cell	100.00	0.00	0.00	500.00	0.00%
4415.610 Public Works Storm Drainage	0.00	0.00	0.00	2,000.00	0.00%
4415.615 Storm Drainage Improvements	0.00	496.80	1,996.80	0.00	0.00%
4415.740 Public Works Capital Outlay	0.00	13,000.00	13,000.00	0.00	0.00%
Total Highways	**26,469.70**	**24,779.54**	**34,528.20**	**154,475.00**	**22.35%**
Sanitation					

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2024 to 08/31/2024
16.67% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4420.460 Solid Waste Service	5,029.36	5,918.05	11,311.40	60,000.00	18.85%
Total Sanitation	**5,029.36**	**5,918.05**	**11,311.40**	**60,000.00**	**18.85%**
Total Highways and public improvements	**31,499.06**	**30,697.59**	**45,839.60**	**214,475.00**	**21.37%**
Parks, recreation, and public property					
Parks					
4540.110 Park/Rec Wages and Contract Labor	1,253.50	484.00	1,012.00	2,000.00	50.60%
4540.130 Park/Rec Employee Benefits	95.90	37.03	77.42	0.00	0.00%
4540.250 Park/Rec Department Expenses	115.83	0.00	309.07	1,000.00	30.91%
4540.460 Park/Rec Community Events Supplies	1,450.12	9.60	(27.86)	4,000.00	-0.70%
Total Parks	**2,915.35**	**530.63**	**1,370.63**	**7,000.00**	**19.58%**
Cemetery					
4590.470 Cemetery Capital Outlay	148.55	0.00	0.00	0.00	0.00%
Total Cemetery	**148.55**	**0.00**	**0.00**	**0.00**	**0.00%**
Total Parks, recreation, and public property	**3,063.90**	**530.63**	**1,370.63**	**7,000.00**	**19.58%**
Transfers					
4804 Transfer to Fund Balance	0.00	0.00	0.00	131,575.00	0.00%
4807 Transfer to Assigned Balance - Fire Impact Fees	0.00	0.00	0.00	6,800.00	0.00%
4809 Transfer to Assigned Balance - Roadway Impact Fee	0.00	0.00	0.00	24,600.00	0.00%
4810 Transfer to Assigned Balance -Storm Water Imp Fee	0.00	0.00	0.00	31,000.00	0.00%
4811 Transfer to Assigned Balance - Parks & Rec Fees	0.00	0.00	0.00	6,600.00	0.00%
Total Transfers	**0.00**	**0.00**	**0.00**	**200,575.00**	**0.00%**
Total Expenditures:	**109,731.34**	**73,008.19**	**139,159.37**	**919,500.00**	**15.13%**
Total Change In Net Position	**(7,076.42)**	**(48,529.64)**	**(87,692.13)**	**0.00**	**0.00%**

Town of Apple Valley
Operational Budget Report
41 Capital Projects Fund - 07/01/2024 to 08/31/2024
16.67% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Change In Net Position					
Expenditures:					
General government					
Administrative					
4141.740 Capital Outlay Expenses	11,799.89	45,000.00	45,000.00	0.00	0.00%
Total Administrative	**11,799.89**	**45,000.00**	**45,000.00**	**0.00**	**0.00%**
Total General government	**11,799.89**	**45,000.00**	**45,000.00**	**0.00**	**0.00%**
Total Expenditures:	**11,799.89**	**45,000.00**	**45,000.00**	**0.00**	**0.00%**
Total Change In Net Position	**(11,799.89)**	**(45,000.00)**	**(45,000.00)**	**0.00**	**0.00%**

TOWN OF APPLE VALLEY – EVENTS COMMITTEE
August 13, 2024, 4 p.m. at the Town Hall
Regular Meeting Minutes

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1. The meeting was called to order at 4 p.m.
2. Roll Call: Linda Noyes, Lisa Farr, Dianne Hope, Rae Robertson, Maree Vanderzee, Shay Russon, Auralee Thompson
3. No declarations of conflict of interests.
4. Michelle Kinney was in attendance and clarified the Events Committee budget and the Town liability insurance.
    - Budget is from the fiscal year starting July.
    - Anyone purchasing or charging items must get a receipt and submit to the Town.
    - The Town of Apple Valley does have liability insurance.
    - Any outside company coming in for an event will have their own liability insurance.
    - The Committee is to use good judgment in planning activities regarding potential liability issues. If there is a question, Mayor Farrar needs to be contacted.
5. Ice Cream Social
    - Litehouse donated 4 tubs of ice cream. Chairwoman Noyes will bring a thank you card for committee members to sign.
    - Auralee will pick up 5 bags of ice at Chevron.
    - Set up time is at 5:30 for the social.
    - Linda will look for the events signs upstairs.
    - Delilah's flyers need to be added to all town related Facebook pages (Apple Valley Talk, AV News & Updates, Town of Apple Valley).
6. Events Committee Quartermaster Position
    - Maree VanDerzee volunteered to be the Quartermaster for the Committee.
    - The Quartermaster will identify all Events related items upstairs at the Town Hall. The QM will also identify if items are in working order. All findings will be on a sharable spreadsheet. This list will need to be kept updated.
    - Mayor Farrar will need to approve the Quartermaster, giving permission to access the upstairs portion of the Town Hall.
7. Founder's Day, October 19, 2024 (note date change due to conflicts)
    - Parade
        - Parade start time was agreed to be at 10 am, immediately following the pancake breakfast.
        - Chairwoman Noyes will donate long butcher paper for the car banners.
        - Auralee will get supplies to print on the banner papers.
        - Suggestion was made to have youth in the community do the printing on the banners.
            - Cars to have banners: Grand Marshall (previous fire chief Louie), Mayor Farrar. plus more to be identified.
        - Maree challenged all committee members to ask three people to have an entry in the parade by our next meeting.

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- Mayor Farrar volunteered to invite the Mopar Club to be in the parade.
- Committee will purchase caramel apple suckers and apple blow pops for the fire truck to throw.

- All-You-Can-Eat Pancake Breakfast (fundraiser for Fire Dept)
  - 8am-10am was the time agreed upon.
  - The Fire Dept will provide griddles (per Rae).
  - Fire volunteers will do the cooking (per Rae).
  - Tickets to purchase
    - Fire Dept. and the Town have tickets we can use.
    - Price per person will be $5.
    - Suggestion was made to offer a family discount.
    - Pre-sale tickets will be available at the Town Hall.
    - Auralee suggested buying a crimper to use on each ticket sold, to identify the ticket is for this particular event (instead of a stamp).

- Food Handlers Permit
  - It was agreed that some members of the committee should have a Food Handlers Permit.
  - Rae said that Kirra, from the fire department, will get her Food Handlers Permit.
  - Dianne will check to see if hers has expires.

- Food Purchasing
  - Maree has access to a wholesale food company (Nicholas Foods) that costs half the amount than buying at grocery stores, plus they will deliver direct.
  - Mini milk containers, OJ, pancake syrup (also sugar free), pancake mix, butter.

- Additional Founder's Day Activities immediately following the Parade
  - Pie Eating Contest
  - Fundraising for Fire Dept Bake Sale (Auralee asked about setting up an additional table-proceeds going to NICA-a mountain bike organization)
  - Silent Auction for Fire Dept.
    - Possible gift certificates from
      - Bitter Bean
      - Bradley Farrar cutting board
      - Maree - DoTerra basket
      - Heather Vance - hair cut
  - Outside Vendors possibility

- Petting Zoo
  - Bradley Farrar has agreed to bring Longhorn calves.
  - Maree will ask if Annie Spendlove and Nick McCombs would bring animals. Nick has a Shetland Pony.

- Advertising
  - Flyers to Bee's (to invite CC and Hildale), Chevron bulletin board, mail bulletin board.
  - Facebook

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- Sign at Apple Valley Drive and Rome Way, Cedar Point north entrance.

8. The next Events Committee meeting will be held September 10, 2024 at 4 p.m.
9. Chairwoman Noyes adjourned the meeting at 5:05 p.m.

Date approved: _____

_____
Michael Farrar, Mayor

ATTEST BY: _____
Jenna Vizcardo, Recorder

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SPECIAL TOWN COUNCIL AND PLANNING COMMISSION MEETING

1777 N Meadowlark Dr, Apple Valley
Monday, August 26, 2024 at 10:30 AM

MINUTES

Town Council

Mayor| Michael Farrar
Council Members | Kevin Sair | Janet Prentice | Annie Spendlove | Scott Taylor

Planning Commission

Chairman | Bradley Farrar
Commissioners | Lee Fralish | Richard Palmer | Garth Hood | Becky Wood

CALL TO ORDER- Mayor Farrar called the meeting to order at 10:33 a.m.
PLEDGE OF ALLEGIANCE
ROLL CALL
Town Council
Mayor Michael Farrar and Council Members, Kevin Sair, Janet Prentice, Scott Taylor.
Council Member Annie Spendlove (arrived at 10:35 a.m.)
Planning Commission
Chairman Bradley Farrar and Commissioners, Lee Fralish, Richard Palmer, Garth Hood.
Commissioner Becky Wood (arrived at 10:39 a.m.)

DECLARATION OF CONFLICTS OF INTEREST

None declared.

DISCUSSION AND ACTION - TOWN COUNCIL

1. Equipment Purchase (Mini-Excavator).

   Mayor Farrar discussed the structure and purpose of the special town council meeting. Initially intended as a closed session, the meeting also included a discussion and action agenda item on the purchase of a mini excavator. The Mayor explained the need for the equipment, highlighting that maintaining bar ditches had been a challenge due to lack of resources. The town had previously spent $30,000 on clearing bar ditches and other flood control measures, using external contractors.

   Mayor Farrar emphasized that the mini excavator, available for $45,000, would be a good investment, especially since the town now had sufficient labor to operate it. The equipment would help the town take responsibility for maintaining bar ditches, which had traditionally been the responsibility of residents. The Mayor shared comparisons with other equipment and noted that this excavator was well-maintained and priced fairly.

   Council Member Spendlove agreed, noting that the equipment had been well-maintained by its previous owner. The Mayor reiterated that the purchase would help address ongoing flooding issues and improve

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SPECIAL TOWN COUNCIL AND PLANNING COMMISSION MEETING

1777 N Meadowlark Dr, Apple Valley
Monday, August 26, 2024 at 10:30 AM

MINUTES

the town's ability to maintain infrastructure. The decision was presented to the council for their input, with the Mayor stating that the town had the necessary funds for the purchase.

MOTION: Council Member Taylor moved to approve the Equipment Purchase (Mini-Excavator) for the Town of Apple Valley.
SECOND: The motion was seconded by Council Member Prentice.
VOTE: Mayor Farrar called for a Roll Call vote:

Council Member Taylor - Aye
Council Member Spendlove - Aye
Mayor Farrar - Aye
Council Member Sair - Aye
Council Member Prentice - Aye

The vote was unanimous and the motion carried.

REQUEST FOR A CLOSED MEETING: STRATEGY SESSIONS TO DISCUSS PENDING OR REASONABLY IMMINENT LITIGATION

MOTION: Council Member Prentice motioned for closed session for strategy session to discuss pending or reasonably imminent litigation.
SECOND: The motion was seconded by Council Member Taylor.
VOTE: Mayor Farrar called for a vote:

Council Member Taylor - Aye
Council Member Spendlove - Aye
Mayor Farrar - Aye
Council Member Sair - Aye
Council Member Prentice - Aye

The vote was unanimous and the motion carried.

Mayor Farrar brought the meeting back to order at 11:10 a.m. and called for a motion to adjourn.

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SPECIAL TOWN COUNCIL AND PLANNING COMMISSION MEETING

1777 N Meadowlark Dr, Apple Valley
Monday, August 26, 2024 at 10:30 AM

MINUTES

ADJOURNMENT

MOTION: Council Member Prentice motioned to adjourn the meeting.
SECOND: The motion was seconded by Council Member Sair.
VOTE: Mayor Farrar called for a vote:

Council Member Taylor - Aye
Council Member Spendlove - Aye
Mayor Farrar - Aye
Council Member Sair - Aye
Council Member Prentice - Aye

The vote was unanimous and the motion carried.

The meeting was adjourned at 11:10 am.

Date Approved: _____

Approved BY: _____
Mayor | Michael L. Farrar

Attest BY: _____
Town Clerk/Recorder | Jenna Vizcardo

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TOWN COUNCIL AND PLANNING COMMISSION - WORK SESSION

1777 N Meadowlark Dr, Apple Valley
Monday, August 26, 2024 at 11:00 AM

MINUTES

CALL TO ORDER- Mayor Farrar called the meeting to order at 11:12 am.
ROLL CALL
Town Council
Mayor| Michael Farrar
Council Members | Kevin Sair | Janet Prentice | Annie Spendlove | Scott Taylor
Planning Commission
Chairman | Bradley Farrar
Commissioners | Lee Fralish | Richard Palmer | Garth Hood | Becky Wood

DECLARATION OF CONFLICTS OF INTEREST

None declared.

DISCUSSION

1. Town initiated zone changes

Mayor Farrar discussed the town-initiated zone change. The mayor explained that the zone change would affect developers, not private property owners, and would increase the minimum lot sizes from half-acre and one-acre parcels to five-acre parcels. This change was driven by concerns about the town's limited water supply, despite the lack of a comprehensive water study. The mayor emphasized the importance of responsible growth for Apple Valley, noting that with the current zoning, the town could potentially accommodate over 70,000 homes, which would make it larger than St. George. The goal of the zone change was to promote slower, more responsible growth and preserve the town's open spaces.

Council Member Prentice remarked that the current developments align with Ted Gubler's original vision for the town, referencing 1984 when Apple Valley Ranch was platted.

Mayor Farrar continued the discussion on the town-initiated zone changes, clarifying that while the town was proposing to eliminate the Single Family Zone, this would not mean eliminating one-acre parcels. The mayor emphasized that rural estate zones, such as RE-1, RE-2.5, and RE-5, would still allow residents to have animals like horses, cows, and chickens, unlike the current Single Family Zone. The mayor referenced Cedar Point, where residents were restricted from having such animals due to the single-family zoning, but noted that a survey indicated strong support for allowing animals in the area. The mayor planned to hold meetings with Cedar Point residents to further discuss this potential change.

Additionally, the mayor addressed other zoning issues, including the intent to eliminate industrial zoning based on feedback from a town survey indicating that residents did not want factories or large-scale industrial developments. The mayor explained that although some areas were zoned for industrial use, no such developments existed, and the town aimed to remove this zoning category to reflect the community's preferences.

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TOWN COUNCIL AND PLANNING COMMISSION - WORK SESSION

1777 N Meadowlark Dr, Apple Valley
Monday, August 26, 2024 at 11:00 AM

MINUTES

The mayor also mentioned the need to revise the general plan to align with current zoning and development trends, as some developments were not consistent with the existing plan. The goal was to fix the general plan without incurring significant costs, ensuring that it complied with the town's future growth strategy.

Council Member Prentice then raised concerns about the construction access for a development in Gooseberry, noting that the original agreement intended for certain roads to be used only for utilities, not construction, to avoid disrupting nearby residents.

Mayor Farrar addressed concerns about construction access in Gooseberry, reiterating that construction traffic was not supposed to use certain roads originally designated for utilities, per the 2015 developer's agreement. The mayor emphasized that the town intended to ensure developers adhered to this agreement by requiring construction access via Main Street, similar to requirements for other developments in the area.

Council Member Prentice and other members agreed, emphasizing the need for developers to maintain Main Street and adhere to the terms of their agreements. The mayor acknowledged past agreements that may not have been properly enforced but stressed the importance of holding developers accountable moving forward. This would involve requiring developers to either follow existing agreements to the letter or renegotiate terms with the town to better align with community interests, such as preventing construction traffic from disrupting residential areas like Gooseberry.

The mayor also discussed positive interactions with cooperative developers who were willing to make changes that benefitted the town, such as adjusting the number of homes in their projects and paying for infrastructure improvements like pipelines. These developers aimed to align their projects with the vision for Apple Valley, which included larger lot sizes and open space preservation. The mayor emphasized that large-scale developments, such as proposals for 3,300 homes, were unrealistic and not feasible for the town to manage. Instead, more manageable, smaller-scale projects that maintained significant open space were preferred.

Council Member Prentice further noted that developments like the Canaan homes project, which included significant open space and a more reasonable number of homes, represented a more sustainable and realistic approach to growth for the town. The council was committed to preserving the rural character of Apple Valley and ensuring responsible development in line with this vision.

Regarding wastewater treatment, Mayor Farrar explained that Ash Creek had developed a wastewater processing plan for areas like West Temple and Crimson Peak. This plan would require these developments to construct their own treatment facilities, which would then be donated to Ash Creek for operation. This approach aims to prevent nitrate contamination of water supplies. The mayor also clarified the requirements for septic systems: properties under seven acres need a type three septic system, while properties over seven acres can use a standard system.

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TOWN COUNCIL AND PLANNING COMMISSION - WORK SESSION

1777 N Meadowlark Dr, Apple Valley
Monday, August 26, 2024 at 11:00 AM

MINUTES

Mayor Farrar discussed the challenges related to asphalting a road project for the county. The planned road paving was halted when federal funding was redirected due to high costs for necessary bridges. As a result, the funds were reallocated to other projects, and it is uncertain when the road will be paved, possibly within 10 to 20 years. The county continues to maintain the road by grading it, with municipal and special service district water donations assisting in this effort. Developers will be responsible for road improvements, including asphalting, as part of the town's ordinances.

Council Member Spendlove shared insights on how Midway preserved open space through conservation easements on private land, which helped maintain the area's openness. They noted the complexity of implementing similar conservation measures with BLM land, where land swaps are sometimes used but can be challenging.

2. Public Infrastructure District (PID)

Summary of Mayor Farrar's Discussion on Public Infrastructure Districts (PIDs) and Special Taxing Districts:

- **Clarification on PIDs:**
  - **Nature of PIDs:** Mayor Farrar explained that PIDs are often viewed negatively, but they can be beneficial under certain circumstances. They function as zero-interest loans for developers, which can facilitate development.
  - **Town Liability:** The town is not liable for any costs associated with a PID. If the developer goes bankrupt or sells the property, the PID stays with the property. The town's liability is effectively zero.
- **Benefits to the Town:**
  - **Cost Savings and Benefits:** For example, if a PID saves a developer significant interest costs, that saved money can be reinvested into the town. In the case of Oculta Roca, the developer might use PID savings to fund significant infrastructure improvements, such as a concrete water tank.
- **Special Taxing Districts:**
  - **Impact on New Residents:** The additional taxes from a PID are paid by new residents within the development area, not by existing town residents. For example, buyers in the Oculta Roca development would face higher taxes to cover the PID costs.
  - **Long-Term Impact:** New residents are aware of these additional taxes when purchasing property and accept them as part of the cost of living in the development.
- **Financing and Risk:**
  - **Due Diligence:** It is crucial for buyers to perform due diligence to understand any PID obligations associated with the property they are purchasing.

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TOWN COUNCIL AND PLANNING COMMISSION - WORK SESSION

1777 N Meadowlark Dr, Apple Valley
Monday, August 26, 2024 at 11:00 AM

MINUTES

- **Next Steps:**
  - **Town Council Review:** Mayor Farrar indicated that PIDs will be presented to the town council eventually. Both the town's attorney and a PID expert, Matt Ence, will provide further information to ensure the council is well-informed before making any decisions.
- **Questions and Further Discussion:**
  - The Mayor invited any additional questions and suggested that more detailed discussions will occur as the proposal progresses through the town council.

Council Member Spendlove's Question:

- **Clarification Sought:** Council Member Spendlove asked for clarification regarding the special taxing districts within new developments, particularly how they operate and impact residents.

Mayor Farrar's Response:

- **Explanation of Special Taxing Districts:**
  - **Impact on Current Residents:** Mayor Farrar confirmed that current Apple Valley residents would not be affected by the special taxes associated with a PID. Only new residents within the PID area would pay these additional taxes.
  - **Transferability of PID:** The PID obligation stays with the property. If a property is sold or auctioned, the new owner inherits the PID responsibility.
- **Further Discussion:**
  - **Additional Information:** Mayor Farrar suggested that further detailed discussions involving the town's attorney and PID expert would be provided when the PID proposal is formally presented to the town council.

Commissioner Garth Hood's Question:

- **Financing Source:** Commissioner Hood asked about the source of financing for PIDs, specifically whether the funds are provided by private investors.

Mayor Farrar's Response:

- **Financing Source:**
  - **Private Investment:** Mayor Farrar explained that the financing for PIDs comes from private investors. These investors take on the risk and provide the capital needed for the development. The PID acts as a zero-interest loan for the developer.

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TOWN COUNCIL AND PLANNING COMMISSION - WORK SESSION

1777 N Meadowlark Dr, Apple Valley
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- **Comparison with Other Models:** Mayor Farrar also compared PIDs to California's Mello-Roos districts, noting that while Mello-Roos involves government financing and special assessments, PIDs are funded by private investors.

3. Roundtable

Pipeline Update from Mayor Farrar:

- **Current Status:** The project is awaiting final approval. The archaeological study is with UDOT, and Mayor Farrar emphasized the urgency of getting it back. Once approved by UDOT, the next step is to get final approval from the Division of Drinking Water.
- **Timeline:** Typically, approval from the Division of Drinking Water takes four to six months. However, Mayor Farrar plans to expedite this process and may involve the governor's office if necessary to shorten the timeline.
- **Phases of the Project:**
  - **Phase 1:** Involves work at Bubbling Wells and the surrounding areas, including dirt work and pipeline installation.
  - **Phase 2:** Includes the remaining pipeline work and construction of the pump station. Drawings for the pump station are still pending.
- **Challenges:** There were issues with pipeline placement over a wash, which led to additional costs and required an easement. The process for obtaining the easement was expedited with the help of the governor's office.
- **Budget:** Funds are secured and in escrow, with expenditures approved by the Conservancy. The project is expected to proceed without budget issues.

Additional Updates:

- **Pump House Construction:** The pump house will be large enough for maintenance access and has been designed with a forklift entry.
- **Electrical Infrastructure:** A transformer from Rocky Mountain Power (or its equivalent) has been acquired.

Round Table Discussion:

- **Vendor and Light Ordinances:** Mayor Farrar addressed ongoing compliance issues with light ordinances, mentioning that Chevron has made adjustments. There are still a few properties with non-compliant lighting, but most have been addressed.
- **Community Garden:** Mayor Farrar plans to schedule an informal meeting to discuss the community garden project and how to proceed. Richard and Janet will be involved in the planning.
- **Cemetery Update:** There is a small budget for the cemetery project, with the aim to be self-sufficient once it begins. Mayor Farrar is working on finalizing details and bringing it to the town council.

Other Points:

TOWN COUNCIL AND PLANNING COMMISSION - WORK SESSION

1777 N Meadowlark Dr, Apple Valley
Monday, August 26, 2024 at 11:00 AM

MINUTES

- **City Dumpster Use:** There is a suggestion to consider splitting city dumpsters for better distribution.
- **Community Relations:** Mayor Farrar discussed the challenges of dealing with dissatisfied residents and emphasized the importance of doing what is right for the community.

ADJOURNMENT

MOTION: Commissioner Fralish motioned to adjourn the meeting
SECOND: The motion was seconded by Commissioner Palmer.
VOTE: Mayor Farrar called for a vote:

Council Member Taylor - Aye
Council Member Spendlove - Aye
Mayor Farrar - Aye
Council Member Sair - Aye
Council Member Prentice – Aye
Commissioner Hood - Aye
Chairman Farrar - Aye
Commissioner Palmer - Aye
Commissioner Fralish - Aye
Commissioner Wood- Aye

The vote was unanimous and the motion carried.

The meeting was adjourned at 12:03 p.m.

Date Approved: _____

Approved BY: _____
Mayor | Michael L. Farrar

Attest BY: _____
Town Clerk/Recorder | Jenna Vizcardo

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TOWN OF APPLE VALLEY – EVENTS COMMITTEE
September 10, 2024, 4 p.m. at the Town Hall
Regular Meeting Minutes

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1. The meeting was called to order at 4 p.m.
2. Roll Call: Linda Noyes, Dianne Hope, Rae Robertson, Auralee Thompson, Lisa Farr.
3. The Pledge of Allegiance was lead by Linda Noyes.
4. No declarations of conflict of interests.
5. Fire Chief Gross and Mayor Farrar were in attendance to discuss possible parade routes for the upcoming Founder's Day parade.
    - Emergency vehicles must have access to both the highway and all the residents in Apple Valley.
    - Three route options were presented and discussed.
    - A combined option from option #1 and #2 was created and agreed upon by all in attendance.
        - Parade will start at the Town Park to facilitate unloading of parade entries that require trailers.
        - The route will turn south on Cartland and south on Rome Way. The parade will disband at the intersection of Rome Way and Apple Blossom Drive. Entries will have the option of returning to the Town Park via Apple Blossom Way.
        - Chief Gross will set out cones to guide parade entries to the west side of Rome Way to facilitate space for any residential or emergency vehicles.
        - Chief Gross stated that the route option may change if there are too many entries.
    - Chief and the Mayor stated that the car club will not be coming to be in the parade.
    - Chief will provide two fire trucks, one in the front and one at the end of the parade.
    - The Mayor offered to bring his large flatbed trailer if the Committee needed it for an entry.
6. Additional Parade Discussion by the Committee:
    - Rae reported from her meeting with Jennifer Gross and Kira Pitts, from the Fire Dept.
        - The FD only needs the Committee to provide breakfast sale tickets (Linda reported that the Town has a roll of tickets upstairs), and be responsible to create, distribute and post advertising flyers.
    - Maree's flyer will need to be modified to include:
        - Please purchase pre-sell tickets, available at the Town Hall. Tickets can also be purchased at the breakfast. $5 per person or $25 for families over five people.
7. The Fire Dept. wants the Committee to make an additional flyer that addresses the breakfast only, with the Fire Dept. logo. Linda has this on her phone.
    - All flyers, at this point and going forward, need to be sent to all Committee members for approval. Once the flyer(s) are approved, they need to be:
        - Email to Jenna to upload to the Town website.
        - Upload to AV News & Updates Facebook page and any other Apple Valley Facebook pages.
        - Attach a flyer at Chevron bulletin board and the community side of the mail bulletin board.

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8. Linda brought up the Silent Auction, Bake Sale and fun activities for kids. It was decided that the breakfast and parade were enough to do. The suggestion was made that the bake sale would be a good activity at the same time as a winter Chili Cook-off event. Linda still wants to hold the Silent Auction.
9. Linda adjourned the meeting at 5:20 p.m.
10. The next Events Committee meeting will be October 8, 2024 at 4 pm.

Date approved: _____

_____
Michael Farrar, Mayor

ATTEST BY: _____
Jenna Vizcardo, Recorder

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