PLANNING COMMISSION - HEARING NOTICE

1777 N Meadowlark Dr, Apple Valley
Wednesday, August 13, 2025 at 6:00 PM

HEARING NOTICE

Public Notice is given that the Planning Commission of the Town of Apple Valley, Washington County, Utah will hold Public Hearings on **Wednesday, August 13, 2025** at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Public Hearing will be held on the following topics:

1. Proposed Amendment to Wells Estates Subdivision Plat – Combination of Lots 9 and 10 (AV-WEL-9 & AV-WEL-10).
2. Ordinance O-2025-25, Proposed Zone Change, Rural Estates 10 Acres Zone (RE-10) to Agricultural 5 Acres Zone (AG-5) for 2745 N Purple Sage Rd, AV-1311-V.
3. Ordinance O-2025-29, Proposed zone change from Open Space Transition (OST) and General Commercial (C-3) to Planned Development Overlay (PDO) for 525.73 acres in the Oculta Roca Development, submitted by De La Tierra Holdings LLC.
4. Ordinance O-2025-30, Development Agreement Addendum with Hidden Rock Development Group, Oculta Roca Project.
5. Proposed Simple Lot Split Subdivision for AV-1372-C-1 and AV-1372-D, Fischer, Richard and Brittany.
6. Ordinance O-2025-31, Amend Title 10.10.010 General Purposes.

Interested persons are encouraged to attend public hearings to present their views or present their views in writing at least 48 hours prior to the meeting by emailing clerk@applevalleyut.gov.

CERTIFICATE OF POSTING: I, Jenna Vizcardo, as duly appointed Town Clerk and Recorder for the Town of Apple Valley, hereby certify that this Hearing Notice was posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website http://pmn.utah.gov, and the Town Website www.applevalleyut.gov on the 29th day of July, 2025.

Dated this 29th day of July, 2025

Jenna Vizcardo, Town Clerk and Recorder

Town of Apple Valley

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.

Town of Apple Valley
1777 N. Meadowlark Drive, Apple Valley, Utah 84737
Phone: (435) 877-1190 Fax: (435) 877-1192
www.applevalleyut.gov

APPLICATION TO APPEAR BEFORE THE PLANNING COMMISSION

Date of Planning Commission meeting for this agenda item to appear July 9TH 2025

Paperwork returned by Libby Wells (Date) 7/3/25

Name of Applicant: Cliff and Susan Wilson

Site Location: Wells Estates - Lot 9 & 10

Mailing Address: [redacted]

Phone: [redacted]

Purpose of Request: The Wilsons own lot 9 and lot 10 and they would like to make it one lot.

Libby Wells 7/3/2025
Applicant Signature Date

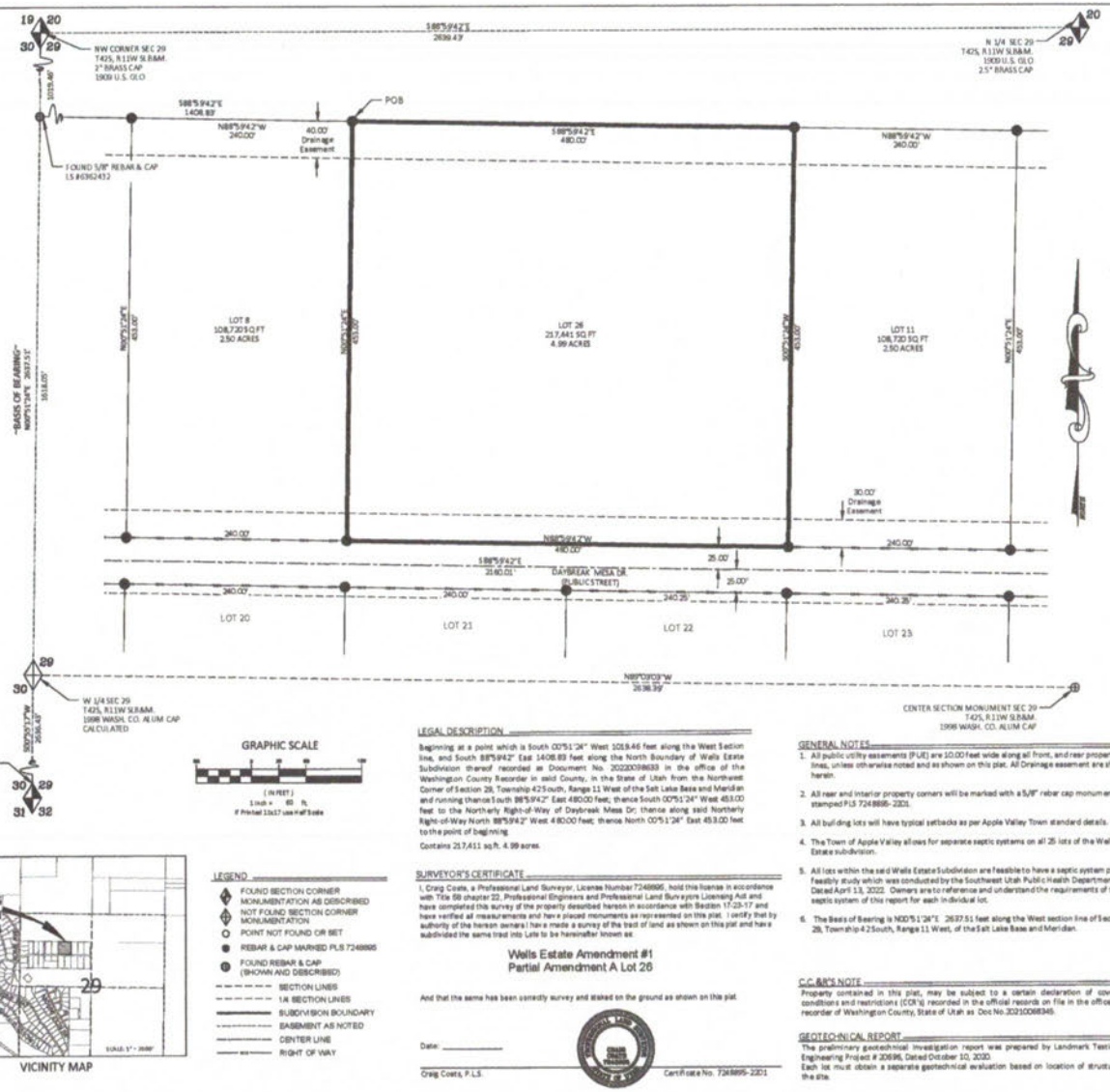
1. Annexations: $2200.00 filing fee
2. Conditional Use Permit: $800.00 filing fee
3. Zone Changes: $1100.00 + Acreage Fee filing fee
4. Subdivisions: $500.00 Application Fee + Per Lot Fee filing fee
5. Lot Line Adjustment: $800.00 filing fee
6. Lot Split: $800.00 per Lot filing fee
7. General Plan Amendment: $1050.00 + Acreage Fee filing fee

* FINAL PLAT AMENDMENT: $1200.00 + $10.00 per lot filing fee

Note: Final approval of this application is subject to all necessary paperwork being submitted. Applications requiring a public hearing may have other requirements which must be completed prior to placement on an agenda. When those applications have been approved for the agenda, they must be submitted no later than 4:00 p.m. the Wednesday three weeks prior to the expected commission meeting. All other applications must be submitted no later than 5:00 p.m. on Thursday, one week prior to the regularly scheduled Commission meeting. All plats, drawings, or other visual material must be submitted in a format viewable by public attending the meeting, as well as an email in PDF format for reproduction to meet notice requirements.

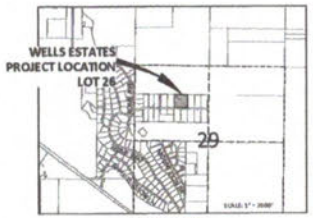
Planning Commission Chairman / Date

JW / 7/7/25
City Administration Date



GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.
If Printed 11x17 use Half Scale



VICINITY MAP

LEGEND

- FOUND SECTION CORNER
- MONUMENTATION AS DESCRIBED
- NOT FOUND SECTION CORNER MONUMENTATION
- POINT NOT FOUND OR SET
- REBAR & CAP MARKED PLS 7248895
- FOUND REBAR & CAP (SHOWN AND DESCRIBED)
- SECTION LINES
- 1/4 SECTION LINES
- SUBDIVISION BOUNDARY
- EASEMENT AS NOTED
- CENTER LINE
- RIGHT OF WAY

LEGAL DESCRIPTION

Beginning at a point which is South 00°51'24" West 1019.46 feet along the West Section line, and South 88°59'42" East 1408.89 feet along the North Boundary of Wells Estate Subdivision thereof recorded as Document No. 20220039833 in the office of the Washington County Recorder in said County, in the State of Utah from the Northwest Corner of Section 29, Township 42 South, Range 11 West of the Salt Lake Base and Meridian and running thence South 88°59'42" East 480.00 feet; thence South 00°51'24" West 453.00 feet to the Northerly Right-of-Way of Daybreak Mesa Dr; thence along said Northerly Right-of-Way North 88°59'42" West 480.00 feet; thence North 00°51'24" East 453.00 feet to the point of beginning.

Contains 217,411 sq.ft. 4.99 acres.

SURVEYOR'S CERTIFICATE

I, Craig Coats, a Professional Land Surveyor, License Number 7248895, hold this license in accordance with Title 58 chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act and have completed this survey of the property described hereon in accordance with Section 17-23-17 and have verified all measurements and have placed monuments as represented on this plat. I certify that by authority of the hereon owners I have made a survey of the tract of land as shown on this plat and have subdivided the same tract into Lots to be hereinafter known as:

Wells Estate Amendment #1
Partial Amendment A Lot 26

And that the same has been correctly survey and staked on the ground as shown on this plat.

Date: _____

Craig Coats, P.L.S. Certificate No. 7248895-2201

GENERAL NOTES

1. All public utility easements (PUE) are 10.00 feet wide along all front, and rear property lines, unless otherwise noted and as shown on this plat. All Drainage easement are shown herein.
2. All rear and interior property corners will be marked with a 5/8" rebar cap monument, stamped PLS 7248895- 2201.
3. All building lots will have typical setbacks as per Apple Valley Town standard details.
4. The Town of Apple Valley allows for separate septic systems on all 25 lots of the Wells Estate subdivision.
5. All lots within the sed Wells Estate Subdivision are feasible to have a septic system per the feasibly study which was conducted by the Southwest Utah Public Health Department Dated April 13, 2022. Owners are to reference and understand the requirements of the septic system of this report for each individual lot.
6. The Basis of Bearing is N00°51'24"E 2637.51 feet along the West section line of Section 29, Township 42 South, Range 11 West, of the Salt Lake Base and Meridian.

C.C.&R'S NOTE

Property contained in this plat, may be subject to a certain declaration of covenants, conditions and restrictions (CCR's) recorded in the official records on file in the office of the recorder of Washington County, State of Utah as Doc No.20210068346.

GEOTECHNICAL REPORT

The preliminary geotechnical investigation report was prepared by Landmark Testing and Engineering Project # 20696, Dated October 10, 2020.
Each lot must obtain a separate geotechnical evaluation based on location of structures on the site.

AMENDMENT NOTES

The purpose of amending Lot 9 & 10, of the Wells Estate Subdivision, according to the official plat thereof, on file in the office of the Washington County, Recorder's Office as Document No. 20220039833, is to combine lot 9 & 10 into a single lot to be know as Lot 26.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of all the hereon described tract of land, for good and valuable considerations recieved, does hereby warrant, dedicate and convey to the Town of Apple Valley and its successors and assigns title to all parcels of land described and shown on this plat as intended for the perpetual use of the Public as drainage easements for utilities or other public use as as shown herein.

In witness whereof I have set my hand this the ___ day of _____, 20___.

CLIFF & SUSAN WILSON

CLIFF WILSON

SUSAN WILSON

OWNER'S ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ S.S.

On the _____ day of _____, 20___ personally appeared before the undersigned notary public in and for said state of Utah, said County of Washington, Cliff & Susan Wilson, who being duly sworn did say he is the signer of the Owners Dedication, who duly acknowledged that he executed the same.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSION IN UTAH

FINAL PLAT
FOR
WELLS ESTATES AMENDMENT #1 PARTIAL AMENDMENT A LOT 26

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

Planning Commission	Big Plains Water and Sewer Special Service District.	City Engineer Approval	Approval and Acceptance by the Apple Valley Town, Utah	Approval as to Form	Treasurer Approval	Recorded Number
On this the ___ day of _____ A.D. 20____, The Planning Commission for the Town of Apple Valley, having reviewed the above subdivision final plat and having found that it compiles with the requirements of the towns planning ordinance, and by authority of said commission hereby approve said subdivision for acceptance by the Town of Apple Valley, UT.	On this the ___ day of _____ A.D. 20____, The Big Plains Water and Sewer Special Service District, has been reviewed and is approved in accordance with the Information on file in this office, this_____ day of _____, A.D. 20_____.	The hereon subdivision final plat has been reviewed and is approved in accordance with the Information on file in this office this ___ day of _____, A.D. 20___.	We, the Mayor and Town Council of Apple Valley Town, UT, have reviewed the above subdivision final plat and by authorization of said City Council recorded in the minutes of its meeting of the ____ day of _____ A.D. 20____, hereby accept said final plat with all commitments and obligations pertaining thereto.	City Attorney Approval Form, this the ____ day of _____, 20____	I, Washington County Treasurer, certify on this ____ day of _____ A.D. 20__ that all taxes, special assessments, and fees due and owing on this subdivision roadway dedication have been paid in full.	
Chairman Planning Commission Apple Valley Town	Big Plains Water and Sewer Special Service District. Mayor of Apple Valley Town	City Engineer Apple Valley Town	Attest: City Recorder Apple Valley Town / Mayor Apple Valley Town	City Attorney Apple Valley Town	Washington County Treasurer	Washington County Recorder

ALLIANCE CONSULTING
A Planning and Engineering Firm
250 N Coral Canyon Blvd. Suite 201 Washington, Utah 84780-2577 Tel (435) 673-8066 Fax (435) 673-8065

DATE: 7-3-2025
JOB NUMBER: 4557
SCALE: 1"=80'
DRAWN BY: CC
CHECKED BY: CAC
REVISIONS / DATE / Add Apple Valley Final Plat Partial Amend No.A

WELLS ESTATE AMENDMENT #1 PARTIAL AMENDMENT A LOT 26
FOR
TLW INVESTMENTS
LOCATED IN SECTION 29
TOWNSHIP 42 SOUTH, RANGE 11 WEST SLB&M,
APPLE VALLEY, WASH. CO., UTAH

SHEET

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

Date: July 8, 2025

NOTICE OF PUBLIC HEARING

Parcel ID: AV-WEL-9 & AV-WEL-10
Re: Proposed Amendment to Subdivision Plat – Combination of Lots 9 and 10

Dear Property Owner,

In accordance with Utah Code §10-9a-608 and applicable Apple Valley ordinances, notice is hereby given that a petition has been submitted to the Town of Apple Valley to amend the subdivision plat by **combining Lots 9 and 10**. The proposed amendment is located within Wells Estates Subdivision, and is being requested by the owner of those lots.

As a property owner within this subdivision, you are entitled to receive notification of this proposed amendment and to participate in the public hearing process.

PUBLIC HEARING DETAILS
The Apple Valley Planning Commission will hold a **public hearing** to receive comments and consider the proposed plat amendment:

Date: Wednesday, August 13, 2025
Time: 6:00 PM
Location: Apple Valley Town Hall
1777 N Meadowlark Dr, Apple Valley, UT 84737

Purpose of Hearing:
To review and receive public input regarding the proposed combination of Lots 9 and 10 on the subdivision plat.

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

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

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

Sincerely,
Jenna Vizcardo
Town Recorder
Town of Apple Valley

TLW INV LLC
AV-WEL-3
5199 WHEELER WAY
HURRICANE, UT 84737

PRATT MICHAEL P
AV-WEL-13
762 E 12300 S
DRAPER, UT 84020-9571

NEWBERRY AMBER S TRUSTEES,
AV-WEL-7
630 W DAYBREAK MESA DR
APPLE VALLEY, UT 84737

,

TLW INV LLC
AV-WEL-25
5199 WHEELER WAY
HURRICANE, UT 84737

SPENCER WENDY
AV-WEL-11
1867 W GRAPEVINE
HURRICANE, UT 84737

WELLS TRAVIS, ET AL
AV-WEL-4
5199 WHEELER WAY
HURRICANE, UT 84737

MENDENHALL RICHARD, ET AL
AV-WEL-12
1065 W WESTFIELD RD
ALPINE, UT 84004

ROME AVE 4 & 5 LLC
AV-WEL-17
2303 N CORAL CANYON BLVD STE 201
WASHINGTON, UT 84780

HERNANDEZ KRISTOPHER JOSEPH, ET AL
AV-WEL-8
3108 IMPINK
JAMUL, CA 91935

CMD ALLIANCE LLC
AV-WEL-15
2303 N CORAL CANYON BLVD 201
WASHINGTON, UT 84780

APPLE VALLEY TOWN
AV-WEL-DET
1777 N MEADOWLARK DR
HURRICANE, UT 84737

WELLS CODY WAYNE
AV-WEL-14
4454 E 325 N
RIGBY, ID 83442

APPLE VALLEY TOWN
AV-WEL-DET
1777 N MEADOWLARK DR
HURRICANE, UT 84737

MORDAS MARKUS, ET AL
AV-WEL-6
HINTERE GARTEN 12 45659 RECKLINGHAUSEN
,

TLW INV LLC
AV-WEL-22
5199 WHEELER WAY
HURRICANE, UT 84737

TLW INV LLC
AV-WEL-16
5199 WHEELER WAY
HURRICANE, UT 84737

TLW INV LLC
AV-WEL-21
5199 WHEELER WAY
HURRICANE, UT 84737

TLW INV LLC
AV-WEL-1
5199 WHEELER WAY
HURRICANE, UT 84737

TLW INV LLC
AV-WEL-18
5199 WHEELER WAY
HURRICANE, UT 84737

TLW INV LLC
AV-WEL-24
5199 WHEELER WAY
HURRICANE, UT 84737

TLW INV LLC
AV-WEL-19
5199 WHEELER WAY
HURRICANE, UT 84737

WILSON CLIFF, ET AL
AV-WEL-10
6990 CHILI HILL RD
NEWCASTLE, CA 95658

TLW INV LLC
AV-WEL-2
5199 WHEELER WAY
HURRICANE, UT 84737

TLW INV LLC
AV-WEL-20
5199 WHEELER WAY
HURRICANE, UT 84737

TLW INV LLC
AV-WEL-9
5199 WHEELER WAY
HURRICANE, UT 84737

BEAUTIFUL VALLEY LLC
AV-WEL-23
550 N 160 W CIR
SAINT GEORGE, UT 84770

ROME AVE 4 & 5 LLC
AV-WEL-5
2303 N CORAL CANYON BLVD STE 201
WASHINGTON, UT 84780

TOWN OF APPLE VALLEY
ORDINANCE O-2025-25

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1311-V FROM RURAL ESTATES 10 ACRES ZONE (RE-10) TO AGRICULTURAL 5 ACRES ZONE (AG-5)

WHEREAS, the Town of Apple Valley ("Town") has petitioned to rezone parcel AV-1311-V from Rural Estates 10 Acres Zone (RE-10) to Agricultural 5 Acres Zone (AG-5); and

WHEREAS, the Planning Commission held a duly noticed public hearing on August 13, 2025, to consider the request and, in a meeting on the same date, voted to recommend approval of the zone change; and

WHEREAS, the Town Council has reviewed the Planning Commission's recommendation and finds that the proposed zone change aligns with the Town's General Plan and serves a rational public interest; and

WHEREAS, on August 13, 2025 the Town Council of Apple Valley, Utah, convened in a duly noticed and held meeting to consider the proposed amendment;

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

SECTION I: **Zoning Amendment**
The zoning designation for parcel AV-1311-V is hereby changed from Rural Estates 10 Acres Zone (RE-10) to Agricultural 5 Acres Zone (AG-5).

SECTION II: **Official Zoning Map Update**
The Official Zoning Map shall be amended to reflect this zoning change.

SECTION III: Effective Date:
This ordinance shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah, this 20th day of August, 2025.

PRESIDING OFFICER

_____
Michael L. Farrar, Mayor

ATTEST:

_____
Jenna Vizcardo, Town Clerk/Recorder

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

Shums Coda Associates
www.shumscoda.com (844) 674-5179

Proposal: Zone Change
Current Zone: RE-10
Proposed Zone: AG-5
Acres: 20
Project location: AV-1311-V
Number of Lots: 1
Report prepared by Eldon Gibb, Planning Consultant with Shums Coda

The applicant is proposing to change the zoning from the current RE-10 to a proposed AG-5. The property is located at the intersection of North Gooseberry Way and East Smithsonian Way (AV-1311-V) and is 20 acres in size. As stated in the application the purpose for the zone change is to prepare for a lot-split.

The property is currently zoned RE-10. Surrounding zoning is RE-10 to the north, RE-1 to the east, south and Open Space Transition (OST) to the west. The General Plan for this property is Residential Low 5+ Acres. The applicant is asking to change the zone from RE-10 to AG-5 which is in line with the General Plan map.

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

Access to the property is available with Gooseberry Way/ Smithsonian Way and Purple Sage Rd being options to provide access to the property.

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

See Fee Schedule Page 2

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

Owner: Jordan Holm	Phone: 435-251-7872
Address: [redacted]	Email: [redacted]
City [redacted] State: [redacted] Zip: [redacted]	
Agent: (If Applicable)	Phone: [redacted]
Address/Location of Property: 2745 N Purple Sage Rd	Parcel ID: AV-1311-V
Existing Zone: RE-10	Proposed Zone AG-5, AG-5
For Planned Development Purposes: Acreage in Parcel 20	Acreage in Application 20
Reason for the request to prepare for lot split	

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
Jordan Holm	06/24/25

Official Use Only	Amount Paid: $ 1,800.00	Receipt No: 56894
Date Received: 6/24/25	Date Application Deemed Complete:	
By: AV	By:	

Parcel ID# AV-1311-V

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, Jordan Holm am/are the applicant(s) of the application known as Zone Change located on parcel(s) AV-1311-V 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
Jordan Holm	Jordan	6.24.25

State of _____)
)§
County of _____)

On this 24 day of June, in the year 2025, before me, Jenna Vizcardo a notary public, personally appeared Jordan Holm., 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. JW
(notary signature)

(seal)

JENNA VIZCARDO
Notary Public, State of Utah
Commission # 723126
My Commission Expires
February 16, 2026

SUBDIVISION APPROVAL PROCESS

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

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

Jordan Holm
Property Owner

Property Owner

Subscribed and sworn to me this 24 day of June, 2025.

Notary Public

JENNA VIZCARDO
Notary Public, State of Utah
Commission # 723126
My Commission Expires
February 16, 2026

Residing in: Washington County.

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

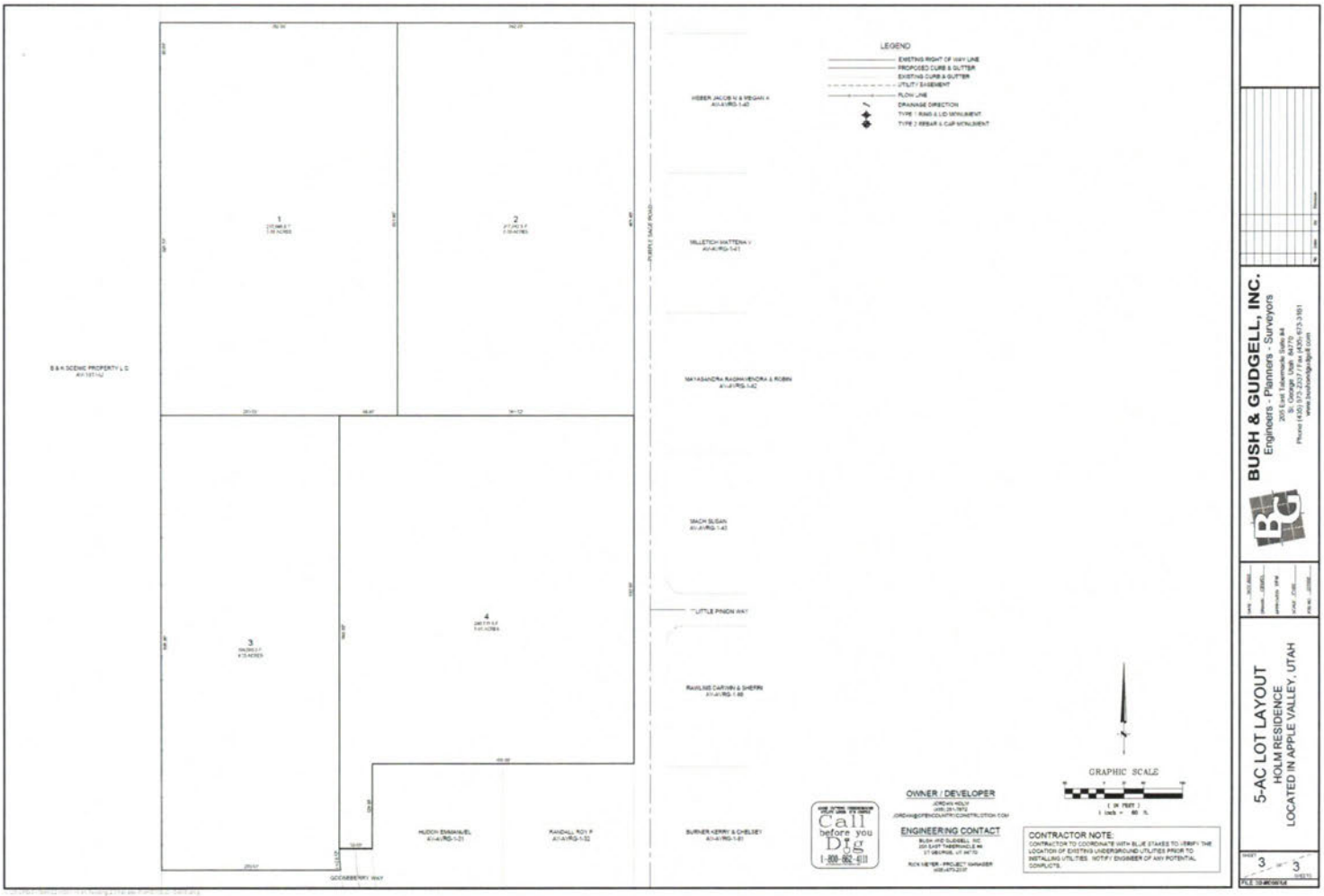
Property Owner

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

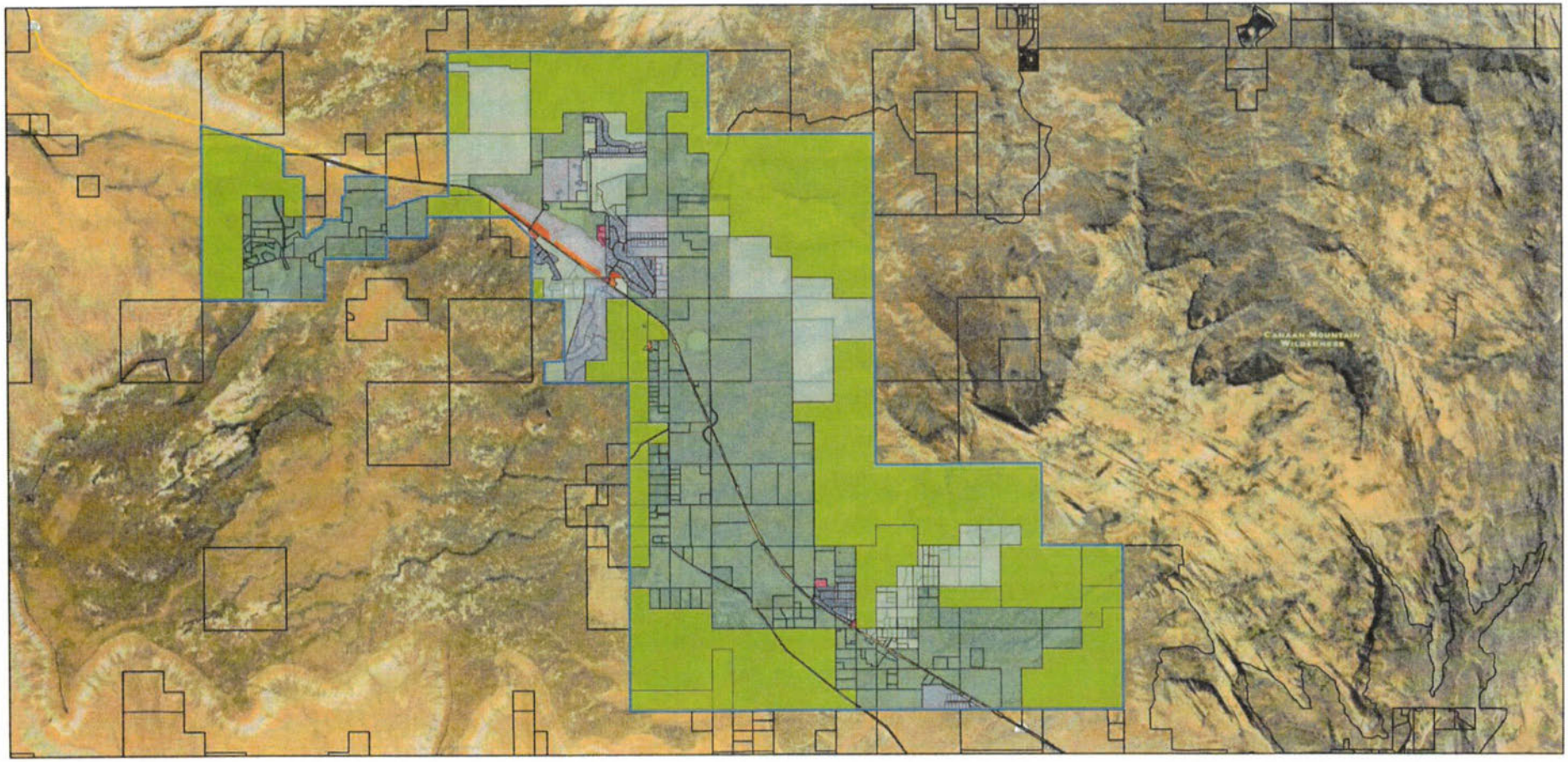
Notary Public

Residing in: _____

My Commission Expires: _____


LEGEND
EXISTING RIGHT OF WAY LINE
PROPOSED CURB & GUTTER
EXISTING CURB & GUTTER
UTILITY EASEMENT
FLOW LINE
DRAINAGE DIRECTION
TYPE I RING & LID MONUMENT
TYPE 2 REBAR & CAP MONUMENT
B & K SCENIC PROPERTY L C
HIBBER JACOB N & MEGAN K
VILLETICH MATTEWA V
NAYASANDRA RAGHAVENDRA & ROBIN
SNOW SUSAN
LITTLE PINON WAY
RAWLINS CARSON & SHERRI
BURNER KERRY & CHELSEY
HUDON EMANUEL
RANDALL ROY F
GOOSEBERRY WAY
PEERY'S RACE ROAD
GRAPHIC SCALE
OWNER / DEVELOPER
ENGINEERING CONTACT
CONTRACTOR NOTE:
Call before you Dig
1-800-662-4111
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
5-AC LOT LAYOUT
HOLM RESIDENCE
LOCATED IN APPLE VALLEY, UTAH

Apple Valley Proposed General Plan 4/28/25



4/28/2025, 1:59:42 PM

Town Boundary

General Plan

A - Agricultural

C - Commercial

CTP - Cabin/Tiny Home

INST - Institutional

OS - Open Space

R2 - Residential Medium: 1 - 5 Acres

R3 - Residential Low: 5 + Acres

Washington County Parcels

1:93,283

0 0.75 1.5 3 mi

0 1.25 2.5 5 km

Account 1066400

Location

Account Number 1066400

Parcel Number AV 1311 V

Tax District 45 - Apple Valley Town

Acres 20.00

Situs 2745 N PURPLE SAGE RD , APPLE VALLEY

Legal S: 18 T: 42S R: 11W BEGINNING AT THE QUARTER SECTION CORNER COMMON TO SECTION 18 AND SECTION 19, OF TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°05'23" WEST ALONG THE QUARTER SECTION LINE 80.03 FEET; THENCE EAST 724.06 FEET TO THE WEST LINE OF APPLE VALLEY RANCH SUBDIVISION GOOSEBERRY UNIT #1, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NO. 485280, SAID POINT ALSO BEING THE WEST LINE OF PURPLE SAGE ROAD, AND RUNNING ALONG SAID LINE SOUTH 1134.53 FEET TO THE NORTHEAST CORNER OF LOT 32 OF SAID SUBDIVISION, THENCE WEST 400.00 FEET TO THE NORTHWEST CORNER OF LOT 31 OF SAID SUBDIVISION, THENCE SOUTH 129.89 FEET, THENCE WEST 50.00 FEET, THENCE SOUTHERLY ALONG A 325.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 02°55'25" EAST A DISTANCE OF 33.12 FEET), CENTER POINT LIES NORTH 89°59'50" EAST, THROUGH A CENTRAL ANGLE OF 05°50'29" A DISTANCE OF 33.13 FEET; TO THE NORTHEAST CORNER OF LOT 30 OF SAID SUBDIVISION, THENCE WEST ALONG THE NORTH LINE SAID LOT 30, 273.51 FEET TO THE NORTHWEST CORNER SAID LOT 30, SAID POINT ALSO BEING ON THE CENTER SECTION LINE OF SECTION 19, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 00°05'58" WEST ALONG SAID SECTION LINE 1217.47 FEET TO THE POINT OF BEGINNING.

Parent Accounts 0631070

Parent Parcels AV-1311-U

Child Accounts

Child Parcels

Sibling Accounts

Sibling Parcels

Owner

Name HOLM JORDAN

[redacted]

Value

Market (2025) $330,000

Taxable $330,000

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

Type	Actual	Assessed	Acres
Non Primary Land	$330,000	$33 ,000	20.000

Transfers

Entry Number	Recording Date
20160028175	08/04/2016 02:44:57 PM
20200020027	04/23/2020 03:22:58 PM
20220051468	11/30/2022 08:24:08 AM
20220051469	11/30/2022 08:24:08 AM
20240028791	09/13/2024 11:57:13 AM

Tax

Tax Year	Taxes
*2025	$2,261.49
2024	$2,261.49

* Estimated

Images

- GIS

SUNRISE ENGINEERING
11 North 300 West, Washington, Utah 84780
TEL 435.652.8450 | FAX 435.652.8416

June 2, 2023

Preliminary Water Service Letter
For
AV-1311-V
(1 lot)
Jordan Holm (Applicant)

This letter is provided as a preliminary look at the needs of your proposed development and provides options as well as potential requirements for your project.

1. Proposed connection into Apple Valley water system.
    a. We will need engineering calculations to ensure proper culinary requirements, fire flows and pressures throughout the development's system.
2. If current infrastructure is unable to meet flow requirements; and upon discussion and approval of the District you may be required to bring source, build a tank and infrastructure designed to meet culinary, irrigation, and fire suppression needs as requisite by the District.
3. Municipal/Culinary water rights will be required to be deeded to the District at 1 Acft per connection.
4. Standard impact and connection fees will apply.
5. Easements as required for water infrastructure and District access.
6. Upon completion of the water system by the Developer and approval of the District's designated engineer and Water Superintendent, said water system and easements will be deeded to the District.

The above is not an all-encompassing list, but a preliminary one and may expand as your development progresses.

This is NOT a Will Serve Letter, final Will Serve letter will be issued once requirements have been met and the required municipal water rights have been deeded to the district.

This letter will Expire in 6 months from the date on this letter which is Dec 2nd, 2023.

Please call me at (435) 652-8450 with any questions or comments.

Sincerely,

Nathan Wallentine
Big Plains Water Special Service District - District Engineer

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

455 N Old Hwy 91
Hurricane, UT 84737

8/26/24

Jordan Holm
[redacted]

Dear Jordan,

Enclosed is your copy of the Rocky Mountain Power Permanent Service contract for extending residential electric service to a residence of a permanent nature, located at or near 2749 N Gooseberry Way, Apple Valley, UT.

If you have any additional questions concerning this matter, please call.

Sincerely,

Leanne Evans
Service Coordinator
Dixie Operations
(435)688-3707

(UT Jan2020)

Account #:43514475 001
Service ID #:417067641 001

Ruston Jenson
C/C: 11391
Request #: 7042469
Contract #: 5548128668

RESIDENTIAL
PERMANENT SERVICE CONTRACT
between
ROCKY MOUNTAIN POWER
and
JORDAN HOLM

This Residential Service Contract ("Contract"), dated June 25, 2023, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **Jordan Holm** ("Customer"), and is for extending **Residential** electric service to a residence of a permanent nature, located at or near 2749 N. Gooseberry Way, Apple Valley, Utah.

Company's filed tariffs and the rules of the Utah Public Service Commission regulate this Contract. They are available for review upon request.

1. **Term.** This Contract becomes effective when both Customer and Company have signed it, and will remain in effect for a period of ten (10) years.

2. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to Customer's facilities.

3. **Company Investment.** Company agrees to provide an Extension Allowance of $2,200.00, towards Company facilities to serve Customer's residence, as provided for in the tariff, and Customer warrants that the residence is permanent in nature.

4. **Customer Advance.** Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of $0.00, which amount is reflected in the balance due in the Customer selected option below. Customer trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company lines and equipment, may also be subject to refund as calculated using Company standard costs. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

   X **Refund Option.** The total Customer Advance for this work is $17,752.00, the **balance due is $17,752.00,** and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the new line within ten years of the date company is ready to supply service. Company will refund twenty percent (20%) of the refundable Customer Advance allocable to the cost of the **shared** improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional customer connecting to the new line.

   ___ **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **$250 and waive their right to refunds should additional customers connect to this line.** Accordingly, the **balance due is $17,502.00**.

5. **Customer Obligations.** Customer agrees to:

   a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;

   b) Prepare the route to Company's specifications;

   c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal-rights of ways;

   d) Take service for not less than sixty (60) months; and,

   e) Comply with all of Company's tariffs, procedures, specifications and requirements.

6. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

   If any change in grade or surface improvements on Customer's property, change in Customer's property lines, failure to install to the specifications in Company's Electric Service Requirements Manual, or failure to install facilities within legal rights-of-way, require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost. The provisions of this paragraph 6 shall survive the termination of this Contract.

7. **Effective.** This Contract will expire unless Customer:

   a) Signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of the Contract, and

   b) Is ready to receive service within one-hundred fifty (150) days of the Customer signature date given below.

8. **Special Provisions:** None

9. **Assignment.** Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

10. **Waiver of Jury Trial.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Contract. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

11. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **The Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

JORDAN HOLM

By _____
signature

Jordan Holm Owner
NAME (type or print legibly) TITLE

7-14-23
DATE

ROCKY MOUNTAIN POWER

By _____
signature

Lonnie Hoggard Manager
NAME (type or print legibly) TITLE

4/11/24
DATE

Customer's Mailing Address for Executed Contract

Jordan Holm
ATTENTION OF

[redacted]
ADDRESS

[redacted]
CITY, STATE, ZIP

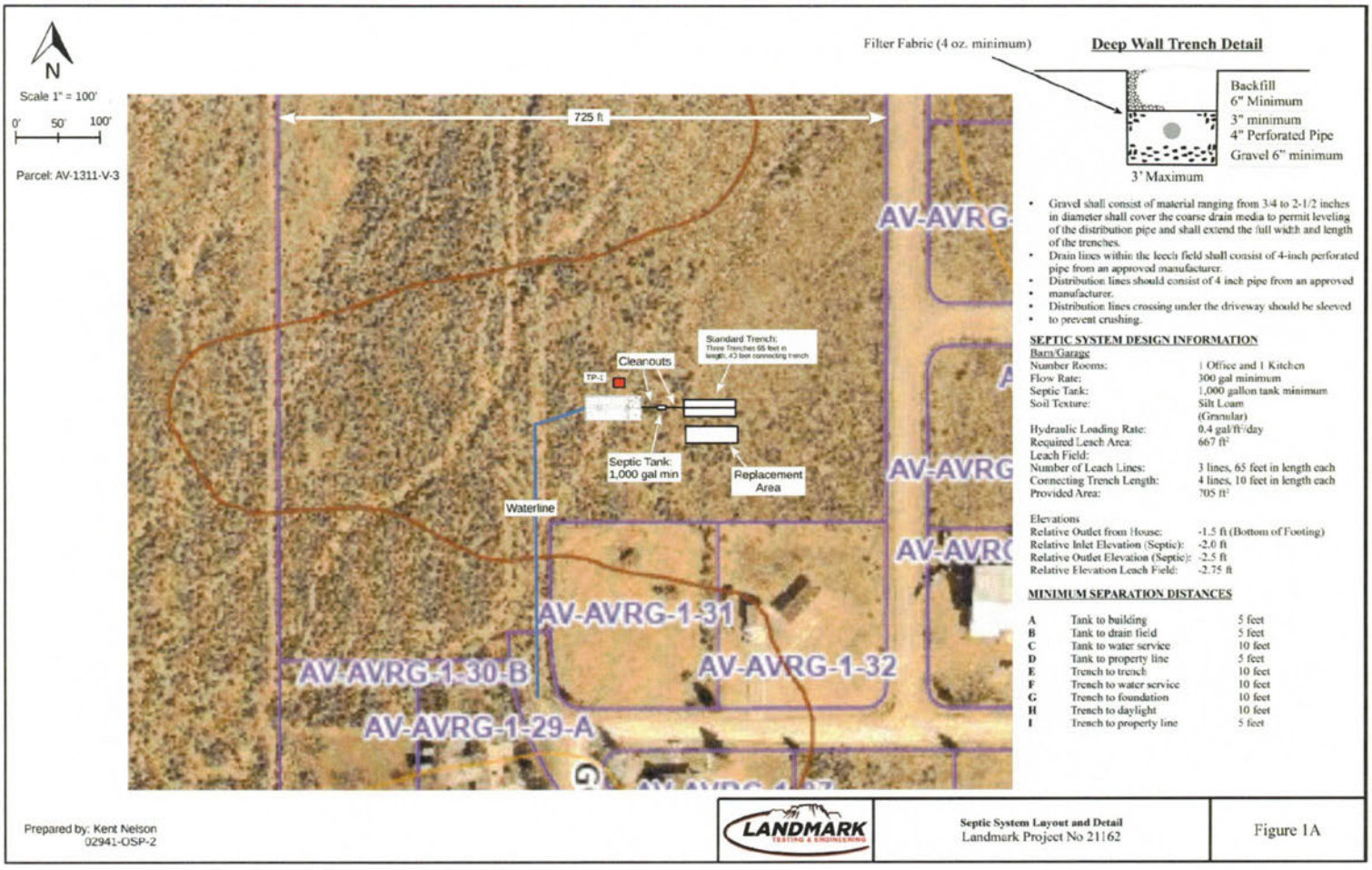
[redacted]
EMAIL ADDRESS

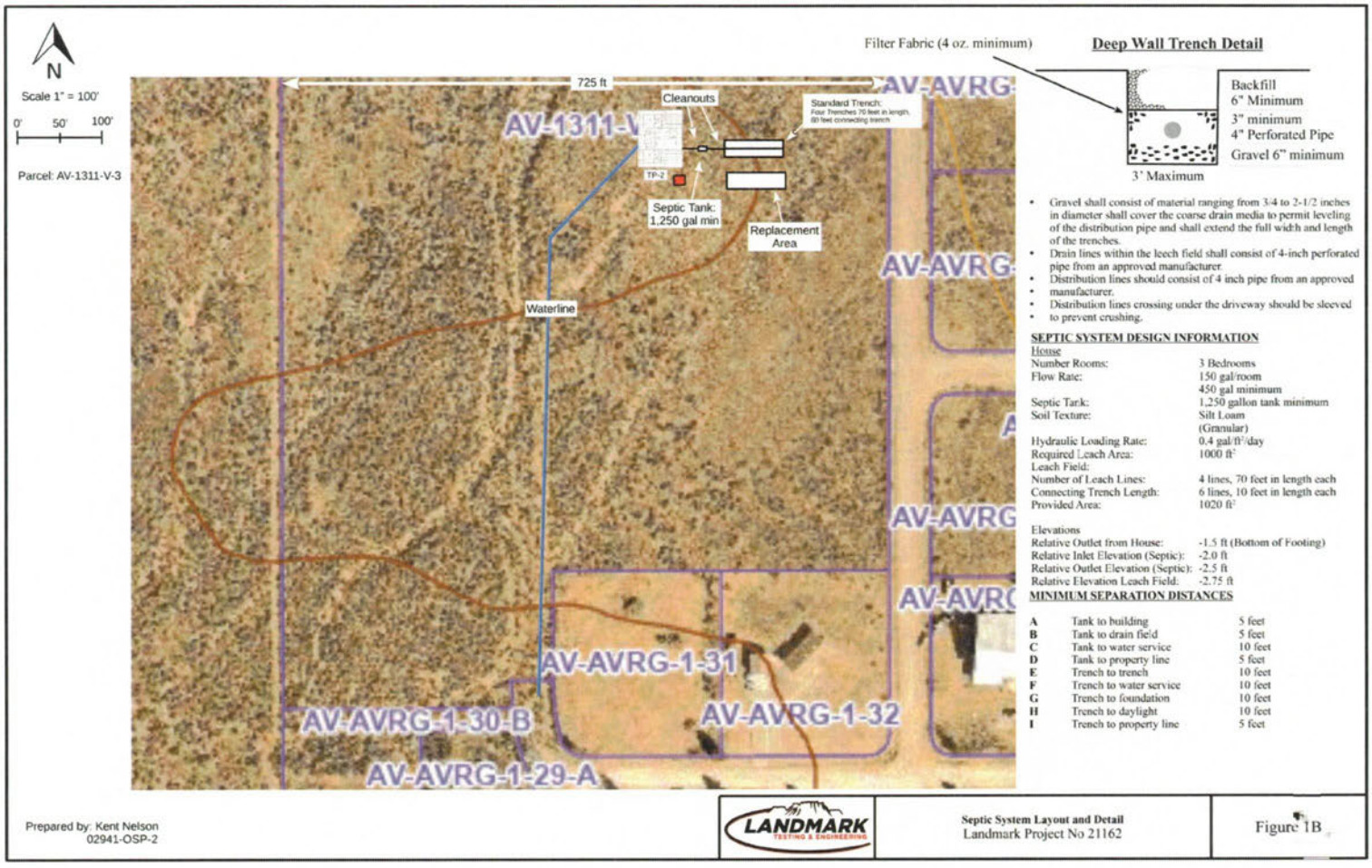
Rocky Mountain Power's Mailing Address for Executed Contract

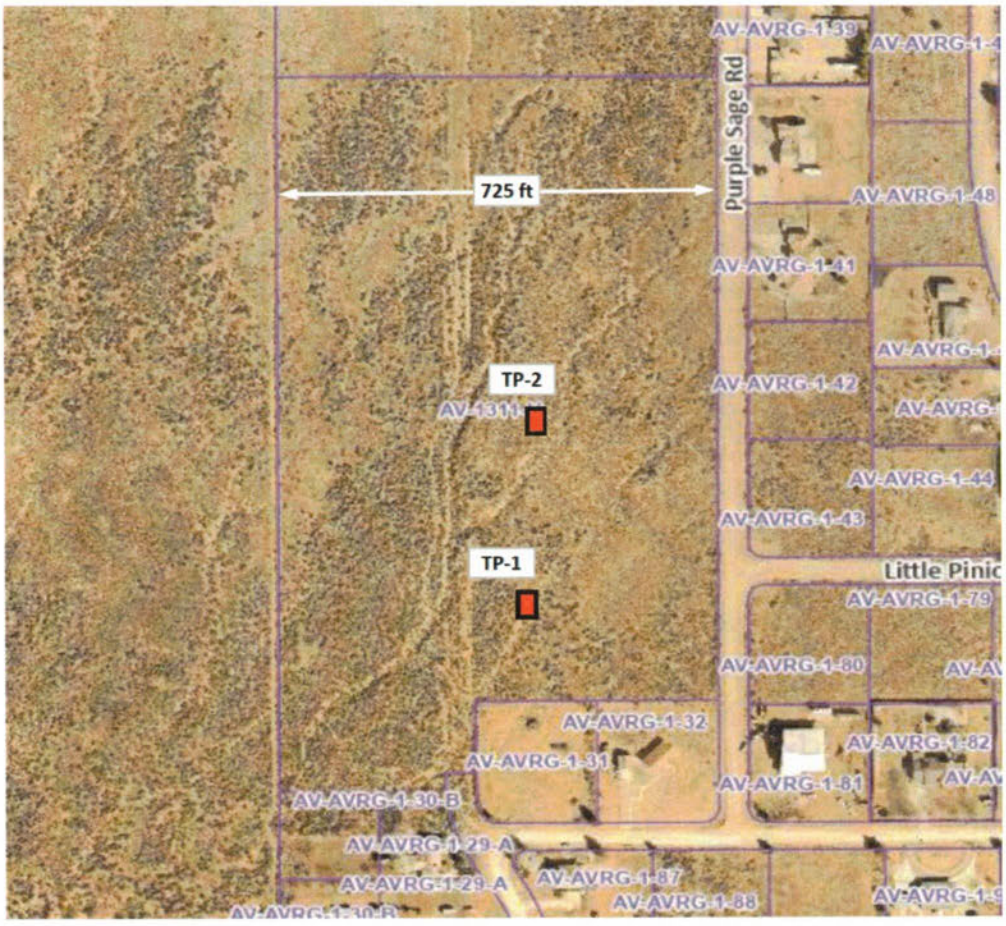
455 N. Old Hwy 91
ADDRESS

Hurricane, UT 84737
CITY, STATE, ZIP

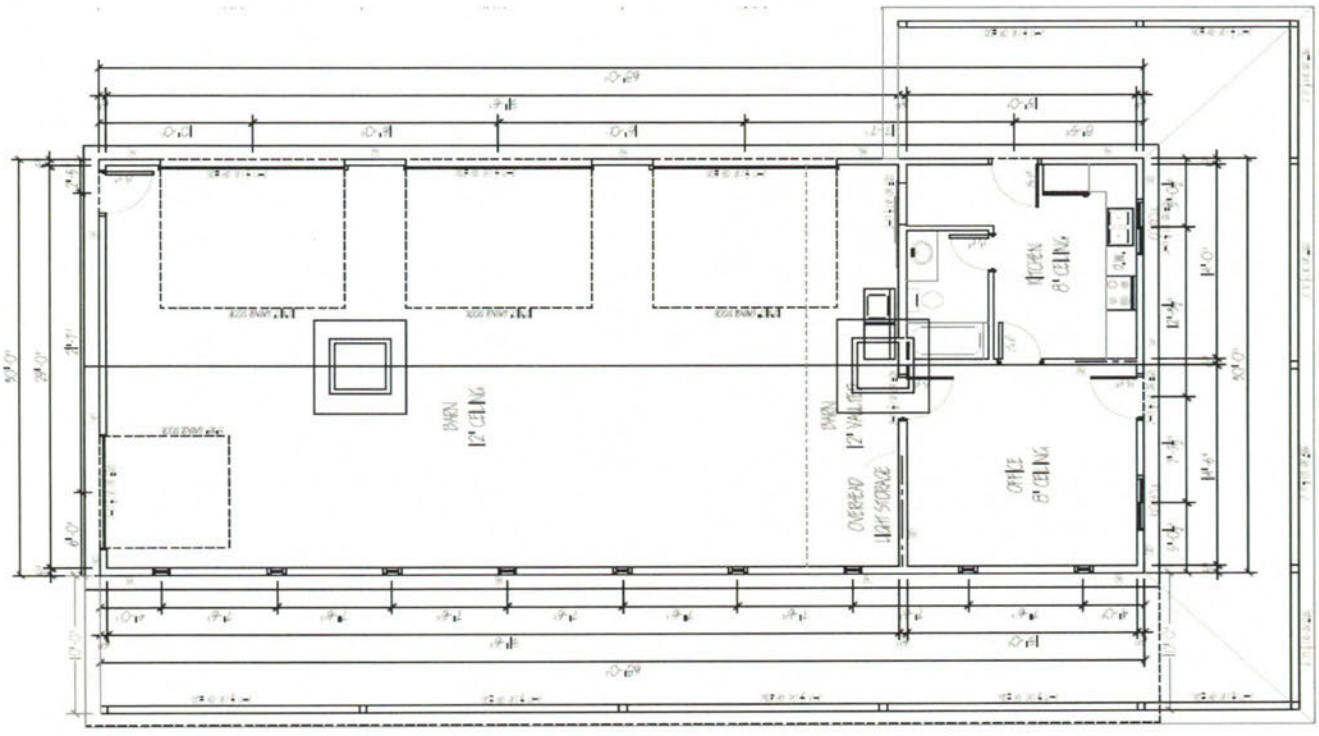
ruston.jenson@rockymountainpower.net
EMAIL ADDRESS


N
Scale 1" = 100'
0' 50' 100'
Parcel: AV-1311-V-3
725 ft
Standard Trench:
Three Trenches 65 feet in length, 45 feet connecting trench
Cleanouts
TP-1
Septic Tank: 1,000 gal min
Replacement Area
Waterline
AV-AVRG
AV-AVRG-1-31
AV-AVRG-1-30-B
AV-AVRG-1-32
AV-AVRG-1-29-A
Filter Fabric (4 oz. minimum)
Deep Wall Trench Detail
Backfill
6" Minimum
3" minimum
4" Perforated Pipe
Gravel 6" minimum
3' Maximum
• Gravel shall consist of material ranging from 3/4 to 2-1/2 inches in diameter shall cover the coarse drain media to permit leveling of the distribution pipe and shall extend the full width and length of the trenches.
• Drain lines within the leech field shall consist of 4-inch perforated pipe from an approved manufacturer.
• Distribution lines should consist of 4 inch pipe from an approved
• manufacturer.
• Distribution lines crossing under the driveway should be sleeved
• to prevent crushing.
SEPTIC SYSTEM DESIGN INFORMATION
Barn/Garage
Number Rooms: 1 Office and 1 Kitchen
Flow Rate: 300 gal minimum
Septic Tank: 1,000 gallon tank minimum
Soil Texture: Silt Loam (Granular)
Hydraulic Loading Rate: 0.4 gal/ft²/day
Required Leach Area: 667 ft²
Leach Field:
Number of Leach Lines: 3 lines, 65 feet in length each
Connecting Trench Length: 4 lines, 10 feet in length each
Provided Area: 705 ft²
Elevations
Relative Outlet from House: -1.5 ft (Bottom of Footing)
Relative Inlet Elevation (Septic): -2.0 ft
Relative Outlet Elevation (Septic): -2.5 ft
Relative Elevation Leach Field: -2.75 ft
MINIMUM SEPARATION DISTANCES
A Tank to building 5 feet
B Tank to drain field 5 feet
C Tank to water service 10 feet
D Tank to property line 5 feet
E Trench to trench 10 feet
F Trench to water service 10 feet
G Trench to foundation 10 feet
H Trench to daylight 10 feet
I Trench to property line 5 feet
Prepared by: Kent Nelson
02941-OSP-2
LANDMARK
TESTING & ENGINEERING
Septic System Layout and Detail
Landmark Project No 21162
Figure 1A

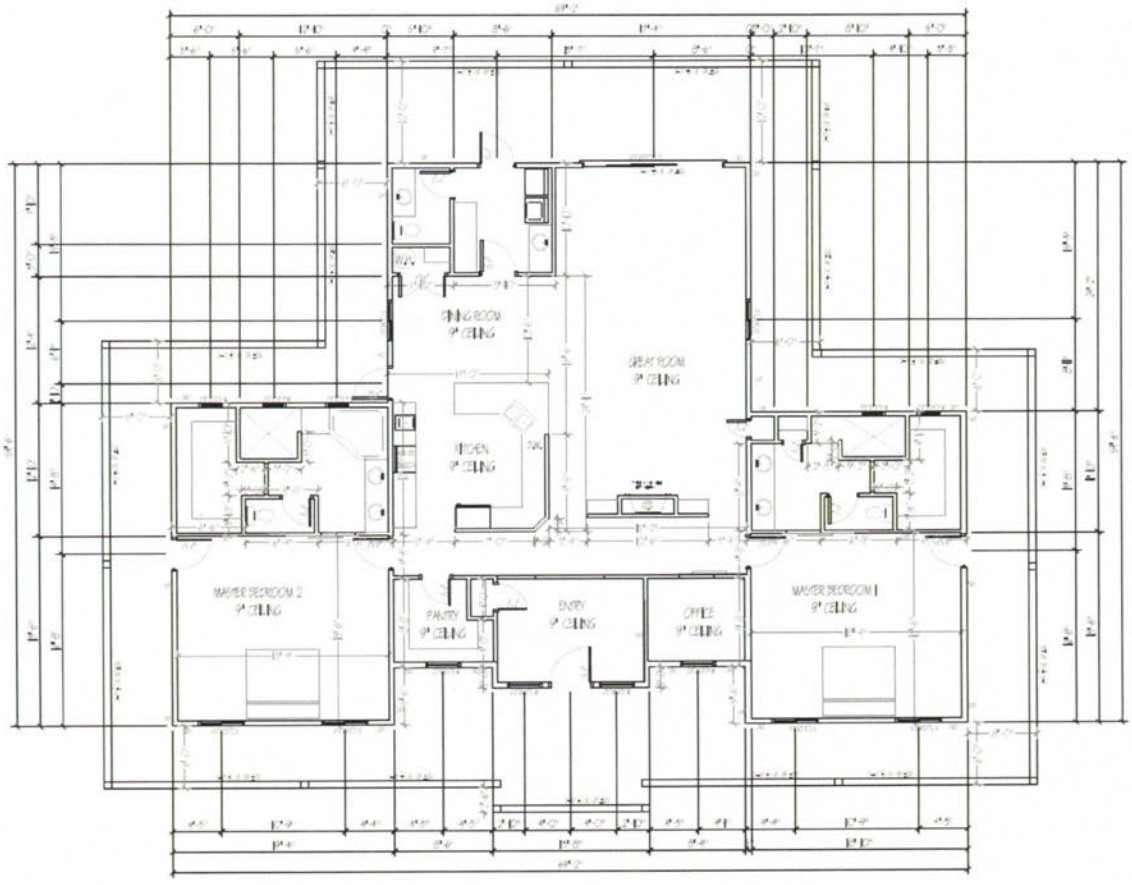

N
Scale 1" = 100'
0' 50' 100'
Parcel: AV-1311-V-3
725 ft
Cleanouts
Standard Trench:
Four Trenches 70 feet in length,
80 feet connecting trench
TP-2
Septic Tank:
1,250 gal min
Replacement
Area
Waterline
AV-1311-V
AV-AVRG
AV-AVRG-1-31
AV-AVRG-1-30-B
AV-AVRG-1-32
AV-AVRG-1-29-A
Filter Fabric (4 oz. minimum)
Deep Wall Trench Detail
Backfill
6" Minimum
3" minimum
4" Perforated Pipe
Gravel 6" minimum
3' Maximum
• Gravel shall consist of material ranging from 3/4 to 2-1/2 inches in diameter shall cover the coarse drain media to permit leveling of the distribution pipe and shall extend the full width and length of the trenches.
• Drain lines within the leech field shall consist of 4-inch perforated pipe from an approved manufacturer.
• Distribution lines should consist of 4 inch pipe from an approved
• manufacturer.
• Distribution lines crossing under the driveway should be sleeved
• to prevent crushing.
SEPTIC SYSTEM DESIGN INFORMATION
House
Number Rooms: 3 Bedrooms
Flow Rate: 150 gal/room
450 gal minimum
Septic Tank: 1,250 gallon tank minimum
Soil Texture: Silt Loam
(Granular)
Hydraulic Loading Rate: 0.4 gal/ft²/day
Required Leach Area: 1000 ft²
Leach Field:
Number of Leach Lines: 4 lines, 70 feet in length each
Connecting Trench Length: 6 lines, 10 feet in length each
Provided Area: 1020 ft²
Elevations
Relative Outlet from House: -1.5 ft (Bottom of Footing)
Relative Inlet Elevation (Septic): -2.0 ft
Relative Outlet Elevation (Septic): -2.5 ft
Relative Elevation Leach Field: -2.75 ft
MINIMUM SEPARATION DISTANCES
A Tank to building 5 feet
B Tank to drain field 5 feet
C Tank to water service 10 feet
D Tank to property line 5 feet
E Trench to trench 10 feet
F Trench to water service 10 feet
G Trench to foundation 10 feet
H Trench to daylight 10 feet
I Trench to property line 5 feet
Prepared by: Kent Nelson
02941-OSP-2
LANDMARK
TESTING & ENGINEERING
Septic System Layout and Detail
Landmark Project No 21162
Figure 1B



LANDMARK TESTING & ENGINEERING	SITE MAP PROJECT NUMBER 21162	Figure 2



LANDMARK TESTING & ENGINEERING	BARN PLAN PROJECT NUMBER 21162	Figure 3A



LANDMARK TESTING & ENGINEERING	HOUSE PLAN PROJECT NUMBER 21162	Figure 3B

Soil Exploration Pit Analysis Certificate

Please indicate all testing locations on plot map

Property Owner: Jordan Holm Parcel Number: AV-1311-V

Location of property: North of Smithsonian Way West of Purple Sage Drive Apple Valley (City) Utah (State) 84737 (Zip)

SOIL EXPLORATION PIT ANALYSIS

(Minimum depth is 10 feet or 4 feet below the bottom of the proposed absorption system, whichever is greater)

Soil Exploration Pit # TP-1 Date of Exploration: February 19, 2021

Depth Interval	Soil Type	Soil Structure	% Sand	% Silt	% Clay	Comments
0-2 ft	Sandy Loam	☐Single Grain ■Granular ☐Prismatic ☐Blocky ☐Massive				By texturing
2-8 ft	Silt Laom	☐Single Grain ■Granular ☐Prismatic ☐Blocky ☐Massive	38	62		By texturing and gradation
		☐Single Grain ☐Granular ☐Prismatic ☐Blocky ☐Massive				
		☐Single Grain ☐Granular ☐Prismatic ☐Blocky ☐Massive				
		☐Single Grain ☐Granular ☐Prismatic ☐Blocky ☐Massive				
		☐Single Grain ☐Granular ☐Prismatic ☐Blocky ☐Massive				
		☐Single Grain ☐Granular ☐Prismatic ☐Blocky ☐Massive				
		☐Single Grain ☐Granular ☐Prismatic ☐Blocky ☐Massive				
		☐Single Grain ☐Granular ☐Prismatic ☐Blocky ☐Massive				
		☐Single Grain ☐Granular ☐Prismatic ☐Blocky ☐Massive				

Depth of bedrock: _____ ■Not encountered

Depth of encountered or anticipated ground water table: _____ ■Not encountered

Notes:

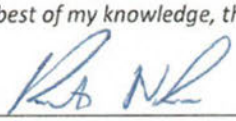
The soil encountered in the upper 2 feet of the test pit consisted of loose sandy loam. The sandy loam was underlain by dense silt loam. The silt loam was difficult to excavate at 8 feet with a Bobcat E45 mini excavator. This constitutes a confining layer. The hydraulic loading rate of the soil is 0.4 gal/day/ft^2.

CERTIFIED INDIVIDUAL PERFORMING ANALYSIS AND TESTING

Name : Kent Nelson, P.E. Certification Number: 02941-OSP-2

Phone Number: 435-986-0566 Certification Expiration Date: 12/31/2023

I hereby certify that soils analysis have been conducted on the above property in accordance with Utah Administrative Code R317-4 Appendix D. I further certify that the results of the soils analysis, recorded above, are for the same property. Finally I certify that to the best of my knowledge, the information submitted on this form is true, accurate, correct and complete.

Signature:  Date: 04/7/2021

Unsigned certificates will not be accepted.

Figure 4A

Soil Exploration Pit Analysis Certificate

Please indicate all testing locations on plot map

Property Owner: Jordan Holm Parcel Number: AV-1311-V

Location of property: North of Smithsonian Way West of Purple Sage Drive Apple Valley (City) Utah (State) 84737 (Zip)

SOIL EXPLORATION PIT ANALYSIS

(Minimum depth is 10 feet or 4 feet below the bottom of the proposed absorption system, whichever is greater)

Soil Exploration Pit # TP-2 Date of Exploration: February 19, 2021

Depth Interval	Soil Type	Soil Structure	% Sand	% Silt	% Clay	Comments
0-2 ft	Sandy Loam	☐Single Grain ■Granular ☐Prismatic ☐Blocky ☐Massive				By texturing
2-6 ft	Silt Laom	☐Single Grain ■Granular ☐Prismatic ☐Blocky ☐Massive	40	60		By texturing and gradation
		☐Single Grain ☐Granular ☐Prismatic ☐Blocky ☐Massive				
		☐Single Grain ☐Granular ☐Prismatic ☐Blocky ☐Massive				
		☐Single Grain ☐Granular ☐Prismatic ☐Blocky ☐Massive				
		☐Single Grain ☐Granular ☐Prismatic ☐Blocky ☐Massive				
		☐Single Grain ☐Granular ☐Prismatic ☐Blocky ☐Massive				
		☐Single Grain ☐Granular ☐Prismatic ☐Blocky ☐Massive				
		☐Single Grain ☐Granular ☐Prismatic ☐Blocky ☐Massive				
		☐Single Grain ☐Granular ☐Prismatic ☐Blocky ☐Massive				

Depth of bedrock: _____ ■Not encountered

Depth of encountered or anticipated ground water table: _____ ■Not encountered

Notes:

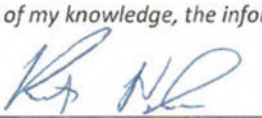
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CERTIFIED INDIVIDUAL PERFORMING ANALYSIS AND TESTING

Name : Kent Nelson, P.E. Certification Number: 02941-OSP-2

Phone Number: 435-986-0566 Certification Expiration Date: 12/31/2023

I hereby certify that soils analysis have been conducted on the above property in accordance with Utah Administrative Code R317-4 Appendix D. I further certify that the results of the soils analysis, recorded above, are for the same property. Finally I certify that to the best of my knowledge, the information submitted on this form is true, accurate, correct and complete.

Signature:  Date: 04/7/2021

Unsigned certificates will not be accepted.

Figure 4B

US★TITLE
INSURANCE AGENCY

Agent for
First National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: May 9, 2025 at 8:00 AM

Commitment No.: 083869
Amendment No. 1

1. Policy or Policies to be issued:	Amount	Premium
a. ALTA Extended Loan Policy	$55,000.00	$246.00

Proposed Insured: A Natural Person or Legal Entity To Be Determined

Endorsements:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

   Jordan Holm

3. The land referred to in the Commitment, located in Washington County, is described as follows:

   See Exhibit A attached hereto and made a part hereof.

   Said property is located in Washington County, State of Utah also known as:

   2745 N Purple Sage Road, Apple Valley, UT 84737
   APN: AV-1311-V

Shane Curlis, Title Officer
US Title Insurance Agency

EXHIBIT "A"

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

Situated in Washington County, State of Utah

APN: AV-1311-V

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - PART I
(Requirements)

Commitment No.: 083869

The following are the requirements to be complied with:

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. Pay any amounts due under Exception No. 8-9.

6. Provide evidence of payment in full from those parties that have filed Preliminary Notices in the SCR to remove Exception No.(s) 18.

7. Sign and return Item No. 19 for approval by the Company.

8. Certificate of Occupancy from the City or a copy of the Final Inspection showing that the work has been completed on subject property.

9. Inspection of the State Construction Registry prior to the recording of the deed of trust. Should the inspection reveal either a preliminary notice or notice of retentions has been filed, additional requirements or exceptions may be added including a withdrawal of the preliminary notice pursuant to UCA ? 38-15(3)(b)(ii) and proof that the lien claimant has accepted payment in full for construction services that the claimant furnished before the recording of the deed of trust pursuant to UCA ? 38-1-5(3)(b)(i).

10. Trust Deed securing your note executed by Jordan Holm.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - PART II
(Exceptions)

Commitment No.: 083869

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

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

1. Taxes or assessments 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 notice of such proceedings, whether or not shown by the records of such agency or the public record.

2. Any facts, rights; interest or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, claims of easements or encumbrances which are not shown by the public records.

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

5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

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

7. 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 Schedule B, Part I - Requirements are met.

8. Taxes for the year 2025 now a lien, not yet due. General property taxes for the year 2024 were paid in the amount of $2,261.49. Tax Parcel No. AV-1311-V.

9. Any charge upon the land by reason of its inclusion in Washington County, Apple Valley Town, Big Plains Water Special Service District, Ash Creek Special Service District, Southeastern Special Service District and Washington County Solid Waste District.

10. Any water rights or claims or title to water in or under the land.

11. All rights, title or interest in minerals of any kind, oil, gas, coal or other hydrocarbons and the consequences of the right to mine or remove such substances including, but not limited to, express or implied easements and rights to enter upon and use the surface of the land for the exploration, drilling or extraction related purposes. (The company does not purport to disclose documents of record pertaining to the above referenced rights.)

12. Rights of parties in possession of the subject property under unrecorded, Leases, Subleases, Rental or Occupancy Agreements and any claims or interest arising thereunder.

13. All existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines, power poles, telephone, sewer, gas or water lines and rights-of-way and easements thereof.

14. Subject to any and all matters disclosed on that certain survey prepared by Bush & Gudgell, Inc, having been certified under the date of April 22, 2020 as Job No. 201072, by D Gregg Meyers, a Registered Land Surveyor holding License No. 312770.

SCHEDULE B - PART II
(Exceptions - Continued)

15. A right of way and easement over and across said land for underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, as granted to Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, by Instrument recorded May 13, 2024 as Entry No. 20240014741 of Official Records.

16. Improvement Delay Agreement by and between the Town of Apple Valley and Jordan Holm recorded May 25, 2023 as Entry No. 20230015217 of Official Records

17. A Deed of Trust by and between Jordan Holm as Trustor in favor of US Title Insurance Agency as Trustee and Heaton Enterprises LLC as Beneficiary, to secure an original indebtedness of $600,000.00 and any other amounts or obligations secured thereby, dated March 12, 2025 and recorded March 12, 2025 as Entry No. 20250008070 of Official Records.

18. A search of the Construction Registry for the State of Utah reveals the following Preliminary Notices: NONE.

19. Mechanics' and/or Materialmen's Lien, if any, which do not appear of record.

    An Indemnity Agreement must be signed by Vested Owner and General Contractor for approval by the company and returned before an Alta Policy will be issued.

*****

According to the official records, there have been no documents conveying the land described herein within 24 Months prior to the date of this commitment. Except the following:

NONE

NOTE:The names of
Jordan Holm

have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to title under Schedule B, Section 2 herein.

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Corrie Glover, (435)652-9800 and 1086 South Main Street, Suite #101, Saint George, UT 84770

NOTE: The Policy(ies) to be issued as a result of this Commitment may contain an Arbitration Clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

The First National Title Corporation
US Title Insurance Agency

Privacy Policy
PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of First National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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

July 8, 2025

RE: NOTICE OF PUBLIC HEARING — ZONING MAP AMENDMENT REQUEST
Parcel Number: AV-1311-V
Situs Addresses: 2745 N PURPLE SAGE RD, APPLE VALLEY, UT 84737

To Whom It May Concern:

You are invited to attend a public hearing to provide any input you may have, as a neighboring property owner, regarding a request to rezone the above-listed parcels from Rural Estates 10 Acres Zone (RE-10) to Agricultural 5 Acres Zone (AG-5). The applicant has stated that the purpose is to prepare for lot split.

Information about the AG-5 zoning regulations, including permitted uses and restrictions, is available at the Town Recorder's office or online at:
https://applevalley.municipalcodeonline.com/book?type=landordinances#name=10.10.020_A_Agricultural_Zone

The hearing will be held on Wednesday, August 13, 2025 at 6:00 PM (MDT) at the Apple Valley Town Hall, located at:
1777 North Meadowlark Drive, Apple Valley, Utah 84737

Written comments, objections, or questions may be submitted by mail to:
Town of Apple Valley
Attn: Planning and Zoning
1777 North Meadowlark Drive
Apple Valley, Utah 84737
or in person at the Apple Valley Town Hall.

Important Note:
Any owner of property included in the proposed zoning map amendment may file a written objection to the inclusion of their property. Written objections must be submitted no later than 10 days after the date of the public hearing. All written objections will be provided to the Apple Valley Town Council for consideration.

Sincerely,
Jenna Vizcardo
Town Clerk and Recorder
Town of Apple Valley

AV-1311-B	B & K SCENIC PROPERTY L C, 171 EQUITY LC	43 S 100 E STE 300	SAINT GEORGE	UT	84770
AV-AVRG-1-83	BATEMAN MARV & SHARMAN	1022 W SMITHSONIAN WAY	APPLE VALLEY	UT	84737
AV-AVRG-1-50	BOLOS ELIZABETH B	2656 E 8225 S #31	OGDEN	UT	84405
AV-AVRG-1-81	BURNER KERRY & CHELSEY	1062 W SMITHSONIAN WAY	APPLE VALLEY	UT	84737-4830
AV-AVRG-1-78	CURTIS DALTON J & KELLIE R	132 S 2460 W	HURRICANE	UT	84737
AV-AVRG-1-79	DARGER MERRIL P, DARGER KRISTENE E	PO BOX 2444	COLORADO CITY	AZ	86021-2444
TAX_ID	FIELD5	FIELD6	FIELD8	FIELD9	FIELD10
AV-AVRG-1-30-B	GUBLER CLARENCE L TR, GUBLER ALICIA A TR	28 S 2370 E CIR	SAINT GEORGE	UT	84790
AV-AVRG-1-29-A	GUBLER CLARENCE L TR, GUBLER ALICIA A TR	28 S 2370 E CIR	SAINT GEORGE	UT	84790
AV-AVRG-1-30-B	GUBLER CLARENCE L TR, GUBLER ALICIA A TR	28 S 2370 E CIR	SAINT GEORGE	UT	84790
AV-AVRG-1-29-A	GUBLER CLARENCE L TR, GUBLER ALICIA A TR	28 S 2370 E CIR	SAINT GEORGE	UT	84790
AV-AVRG-1-88	HARRIS JEFF, HARRIS JESSICA	12641 CHRISTY LN	LOS ALAMITOS	CA	90720
AV-AVRG-1-47	HIMES JOHN W	2757 N FOOTHILL DR	HURRICANE	UT	84737-4874
AV-AVRG-1-48	HOER CHANTRE WRATHALL TR, WRATHALL DON M & LOUISE S TRS	8874 W PURPLE MARTIN ST	STAR	ID	83669
AV-1311-V	HOLM JORDAN	PO BOX 840519	HILDALE	UT	84784-0519
AV-AVRG-1-37	IDLE ROBERT J & SHERILYN	4111 214TH STREET CT E	SPANAWAY	WA	98387
AV-AVRG-1-64	JOHANSEN SIDNEY MELVIN TRUSTEES, JOHANSEN LOREE PATRICE TRUSTEES, SIDNEY & PATRICE FAMILY TRUST DATED MAY 13 2015	2848 N FOOTHILL DR	APPLE VALLEY	UT	84737
AV-AVRG-1-66-A	KAPKE LEE D & ALYSON E TRS	2808 N FOOTHILL DR	APPLE VALLEY	UT	84737
AV-AVRG-1-66-A	KAPKE LEE D & ALYSON E TRS	2808 N FOOTHILL DR	APPLE VALLEY	UT	84737
AV-AVRG-1-80	LOWE CARL, TAYLOR TIEVA	2644 N PURPLE SAGE RD	APPLE VALLEY	UT	84737
AV-AVRG-1-43	MACH SUSAN, BASINSKI STEPHAN	PO BOX 673	HURRICANE	UT	84737
AV-AVRG-1-42	MAYASANDRA RAGHAVENDRA & ROBIN	21098 E 61ST DR	AURORA	CO	80019
AV-AVRG-1-87	MCCOMBS NICHOLAS & ELIANE	1091 W SMITHSONIAN WAY	HURRICANE	UT	84737
AV-AVRG-1-41	MILLETICH MATTENA V	2766 N PURPLE SAGE RD	APPLE VALLEY	UT	84737
AV-AVRG-1-89	MINNICK BRANDON, MINNICK CRYSTAL	1061 W SMITHSONIAN WAY	APPLE VALLEY	UT	84737
AV-AVRG-1-49	MURPHY STEVEN ROY & LINDA URIE	2817 N FOOTHILL DR	APPLE VALLEY	UT	84737-4852
AV-AVRG-1-82	NILES GREGORY	1052 W SMITHSONIAN WAY	APPLE VALLEY	UT	84737
AV-AVRG-1-38	NOYES LINDA, FOSTER CASSANDRA L	2846 N PURPLE SAGE RD	APPLE VALLEY	UT	84737
AV-AVRG-1-69-A	ONSTEIN DEREK J & CYNTHIA K TRS	PO BOX 2349	PARADISE	CA	95967-2349
AV-AVRG-1-45	OSOSKI RICHARD E & MARGARET E TRS	1024 W LITTLE PINION WAY	HURRICANE	UT	84737
AV-AVRG-1-39	PARKER MARK & PATRICIA	2826 N PURPLE SAGE RD	APPLE VALLEY	UT	84737-4857
AV-AVRG-1-90	PAYTAS BRAYDON, PAYTAS CAMILLA	1051 W SMITHSONIAN WAY	APPLE VALLEY	UT	84737
AV-1315-B-1-A-1	QUARTER CIRCLE 2 RANCH L C	1359 S 920 W	HURRICANE	UT	84737
AV-AVRG-1-32	RANDALL ROY P	1082 W SMITHSONIAN WAY	HURRICANE	UT	84737
AV-AVRG-1-67	RUSSON DAVID G & DELILA A	2788 N FOOTHILL DR	HURRICANE	UT	84737
AV-1311-U	SEXTON DANIEL TRUSTEE, APPLE LANE ASSET PROTECTION TRUST DATED NOVEMBER 13 2014	PO BOX 28	GLENDALE	UT	84729
AV-1317-D	STANDARD DEV LLC	2120 S COTTONWOOD CANYON RD UNIT 125	CANNONVILLE	UT	84718
AV-1317-B	STANDARD DEV LLC	2120 S COTTONWOOD CANYON RD UNIT 125	CANNONVILLE	UT	84718
AV-AVRG-1-31	SUTTON CHRISTOPHER, SUTTON SUZANNE	2069 ADMIRAL WAY	PARKER	CO	80138
AV-AVRG-1-44	VALDEZ LACEY	7481 ADEMAR ST	LAS VEGAS	NV	89148
AV-AVRG-1-40	WEBER JACOB M & MEGAN A	2786 N PURPLE SAGE RD	HURRICANE	UT	84737
AV-AVRG-1-46	WOODBURY REBECCA	2737 N FOOTHILL DR	APPLE VALLEY	UT	84737

Shums Coda Associates
www.shumscoda.com (844) 674-5179

Zones: OST, C-3, PD
Acres: 699.1
Project location: South side of Hwy 59 & Cinder Hills Rd / Gould Wash Rd
# of proposed A-5 Lots: 57 lots covering 437.5 acres
# of Cabins / hotels: 84 cabins covering 145.8 acres
# of Open Space lots: 8 covering 115.8 acres
Report prepared by: Eldon Gibb, Planning Consultant with Shums Coda

PD Zone Change Proposal:

The proposed Zone Change contains approximately 699. 1 acres situated south of Highway 59 off of Cinder Hills Road and the intersection of Gould Wash Rd. The proposal includes 57 single family residential lots 5 acres in size or larger covering 437.5 acres. Currently the land for this portion of the development is zoned OST and C-3. Approximately 156 acres is being proposed to change from C-3 to a residential use. Commercial use provides tax dollars allowing the town to grow in a way to provide better services to the community. Reducing commercial use will impact the town in this regard especially if the commercial use is replaced with residential homes. The residential homes for this proposal are 5 acres or larger which is in line with the town's goals; however, the town, when considering this proposal should keep in mind the reduction in commercial land and the impact it may have.

The cabin / motel use is proposing 84 cabins covering 145.8 acres. Currently the land in the area for this portion of development is zoned PD. The 145.8 acres are a commercial use and include areas for onsite staff to reside, a pool, restaurant, parking, spa amenity, horse stables, gift shop and other amenities as shown in the legend on the proposed plan. The proposal also includes a "helipad" which the town may want to consider as it may not be in line with the town goals of preserving the small town feel as stated in the General Plan. The cabins are spaciously laid out with a nice array of amenities to service this type of use.

The 8 Open Space lots covering 115.8 acres, add a rural feel to the development which is in line with the General Plan. It appears the proposal is asking to relocate Cinder Hills Rd and incorporate other internal roads to service the development. These roads provide access to the subdivision and offer connectivity to adjacent landowners. The proposal does not identify if these roadways are public or private which the town may want to consider.

ORDINANCE NO. O-2025-29

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF APPLE VALLEY BY CHANGING THE ZONE DESIGNATION FOR CERTAIN PARCELS LOCATED WITHIN THE TOWN FROM OPEN SPACE TRANSITION (OST) AND GENERAL COMMERCIAL (C-3) TO PLANNED DEVELOPMENT OVERLAY (PDO) FOR 525.73 ACRES IN THE OCULTA ROCA DEVELOPMENT.

RECITALS

WHEREAS, the Town of Apple Valley ("Town") is a municipal corporation duly organized and existing under the laws of the State of Utah;

WHEREAS, pursuant to Utah Code Annotated Title 10, Chapter 9a, Sections 502, 503, and 505, the Town Council has the authority to adopt and amend land use ordinances and the Official Zoning Map of the Town;

WHEREAS, De La Tierra Holdings LLC. (“Applicant”), submitted an application for a zone change to amend the zoning designation of 525.73 acres, composed of 22 parcels, from Open Space Transition (OST) and General Commercial (C-3) to Planned Development Overlay (PDO), as part of the Oculta Roca project;

WHEREAS, the parcels subject to this zoning amendment include the following parcel numbers: AV-2196-A-1, AV-2169-B, AV-2196-F, AV-2196-B, AV-2-2-28-110, AV-2-2-28-120, AV-2-2-28-220, AV-2-2-28-221,AV-2-2-28-240, AV-2196-C, AV-2196-D, AV-2196-E, AV-2196-G, AV-2196-H, AV-2196-I, AV-2-2-27-430, AV-2-2-27-431, AV-2169-A-1, AV-2195-B, AV-2194-A, AV-2194-C, AV-2-2-28-230

WHEREAS, the Planning Commission held a duly noticed public hearing on the proposed zone change on August 13, 2025, in accordance with Utah Code Annotated §10-9a-205, and after due deliberation recommended approval to the Town Council;

WHEREAS, the Town Council reviewed the Planning Commission’s recommendation on August 20, 2025, and finds the proposed zoning map amendment is consistent with the Town’s General Plan, benefits the general welfare, and serves the best interest of the public;

ORDINANCE

NOW THEREFORE, be it ordained by the Town Council of the Town of Apple Valley, Utah:

SECTION 1: ZONE CHANGE APPROVAL.

The zoning designation of the parcels listed above is hereby amended on the Official Zoning Map of the Town of Apple Valley from Open Space Transition (OST) and General Commercial (C-3) to Planned Development Overlay (PDO).

SECTION 2: MAPPING UPDATE.
The Zoning Administrator is directed to update the Official Zoning Map to reflect the zone change set forth in this Ordinance.

SECTION 3: CONFLICTING PROVISIONS.
Any prior ordinance, resolution, or part thereof inconsistent with this Ordinance is hereby repealed to the extent of such inconsistency.

SECTION 4: SEVERABILITY.
If any section, clause, or portion of this Ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected and shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE.
This Ordinance shall take effect immediately upon adoption by the Town Council and execution by the Mayor.

ADOPTED AND APPROVED BY THE APPLE VALLEY TOWN COUNCIL this 20th day of August, 2025 based upon the following vote:

Councilmember (check one per seat):

Michael Farrar (Mayor)	Aye:	Nae:	Abstain:	Absent:
Kevin Sair	Aye:	Nae:	Abstain:	Absent:
Annie Spendlove	Aye:	Nae:	Abstain:	Absent:
Scott Taylor	Aye:	Nae:	Abstain:	Absent:
Richard Palmer	Aye:	Nae:	Abstain:	Absent:

TOWN OF APPLE VALLEY
A Utah municipal Corporation

ATTEST:

Michael Farrar, Mayor

Jenna Vizcardo, Town Recorder

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

Fee: $1,100.00 + Acreage Fee	
1 – 100 Acres:	$25.00/Acre
101 – 500 Acres:	$15.00/Acre
501 + Acres:	$ 5.00/Acre

Zone Change Application

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

Owner: De La Tierra Holdings LLC		Phone: 801-674-6182
Address: 100 Norfolk St Apt 6B		Email: anish@hidden-rock.com; dallin@hidden-rock.com
City: New York	State: NY	Zip: 10002-5418
Agent: (If Applicable)		Phone:
Address/Location of Property:	Parcel ID:	
Existing Zone: OST & C-3		Proposed Zone: PDO
For Planned Development Purposes: Acreage in Parcel 729.62		Acreage in Application 525,73
Reason for the request: Commercial development to adjust development agreement		

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. City confirmed we do not require any additional utility will serves letters etc.
- ☑ 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 By City
- ☑ 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).

NA as we have our own Water Agreement + addendum in place

Official Use Only	Amount Paid: $	Receipt No:
Date Received: July 17, 2025	Date Application Deemed Complete:	
By: JV	By:	

Apple Valley Ownership Overview

De La Tierra Holdings						
#	Parcel ID	Owner	Current Zoning	Acreage	Purchase Date	Use
001.	AV-2194-D	De La Tierra Holdings LLC	PDO	84.08	7/18/22	Hotel
002.	AV-2194-B	De La Tierra Holdings LLC	PDO	17.02	4/19/23	Hotel
003.	AV-2-2-27-432	De La Tierra Holdings LLC	PDO	102.79	5/31/23	Branded Resi
004.	AV-2196-A-1	De La Tierra Holdings LLC	OST	36.23	6/26/25	Branded Resi
005.	AV-2169-B	De La Tierra Holdings LLC	OST	15.10	6/26/25	Branded Resi
006.	AV-2196-F	De La Tierra Holdings LLC	OST	16.66	6/26/25	Branded Resi
007.	AV-2196-B	De La Tierra Holdings LLC	OST	5.05	6/26/25	Branded Resi
008.	AV-2-2-28-110	De La Tierra Holdings LLC	OST	19.97	6/26/25	Branded Resi
009.	AV-2-2-28-120	De La Tierra Holdings LLC	OST	10.64	6/26/25	Branded Resi
010.	AV-2-2-28-220	De La Tierra Holdings LLC	OST	34.42	6/26/25	Branded Resi
011.	AV-2-2-28-221	De La Tierra Holdings LLC	OST	0.2	6/26/25	Branded Resi
012.	AV-2-2-28-240	De La Tierra Holdings LLC	OST	0.97	6/26/25	Branded Resi
013.	AV-2196-C	De La Tierra Holdings LLC	OST	2.58	6/26/25	Branded Resi
014.	AV-2196-D	De La Tierra Holdings LLC	OST	21.481		Branded Resi
015.	AV-2196-E	De La Tierra Holdings LLC	OST	3.00	6/26/25	Branded Resi
016.	AV-2196-G	De La Tierra Holdings LLC	OST	2.26	6/26/25	Branded Resi
017.	AV-2196-H	De La Tierra Holdings LLC	OST	10.55	6/26/25	Branded Resi
018.	AV-2196-I	De La Tierra Holdings LLC	OST	0.05	6/26/25	Branded Resi
019.	AV-2-2-27-430	De La Tierra Holdings LLC	OST	17.10	6/26/25	Branded Resi
020.	AV-2-2-27-431	De La Tierra Holdings LLC	OST	10.10	6/26/25	Branded Resi
	20 Total Parcels			***410.25 Acres***		

Other Property Owners						
#	Parcel ID	Owner	Current Zoning	Acreage	Purchase Date	Use
021.	AV-2169-A-1	Bitterwater Enterprises LLC	OST	86.67	N/A	Branded Resi
022.	AV-2195-B	Bitterwater Enterprises LLC	OST	26.06	N/A	Branded Resi
023.	AV-2194-A	James Tullis	OST	4.77	N/A	Branded Resi
024.	AV-2194-C	John Lowe	C-3	159.67	N/A	Branded Resi
025.	AV-2-2-28-230	Premier Western Properties LLC	C-3	42.20	N/A	Branded Resi
	05 Total Parcels			***319.37 Acres***		

	25 Total Parcels			***729.62 Acres***		

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

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

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

1. Whether the proposed amendment is consistent with the Goals, Objectives and Policies of the Town's General Plan;

2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

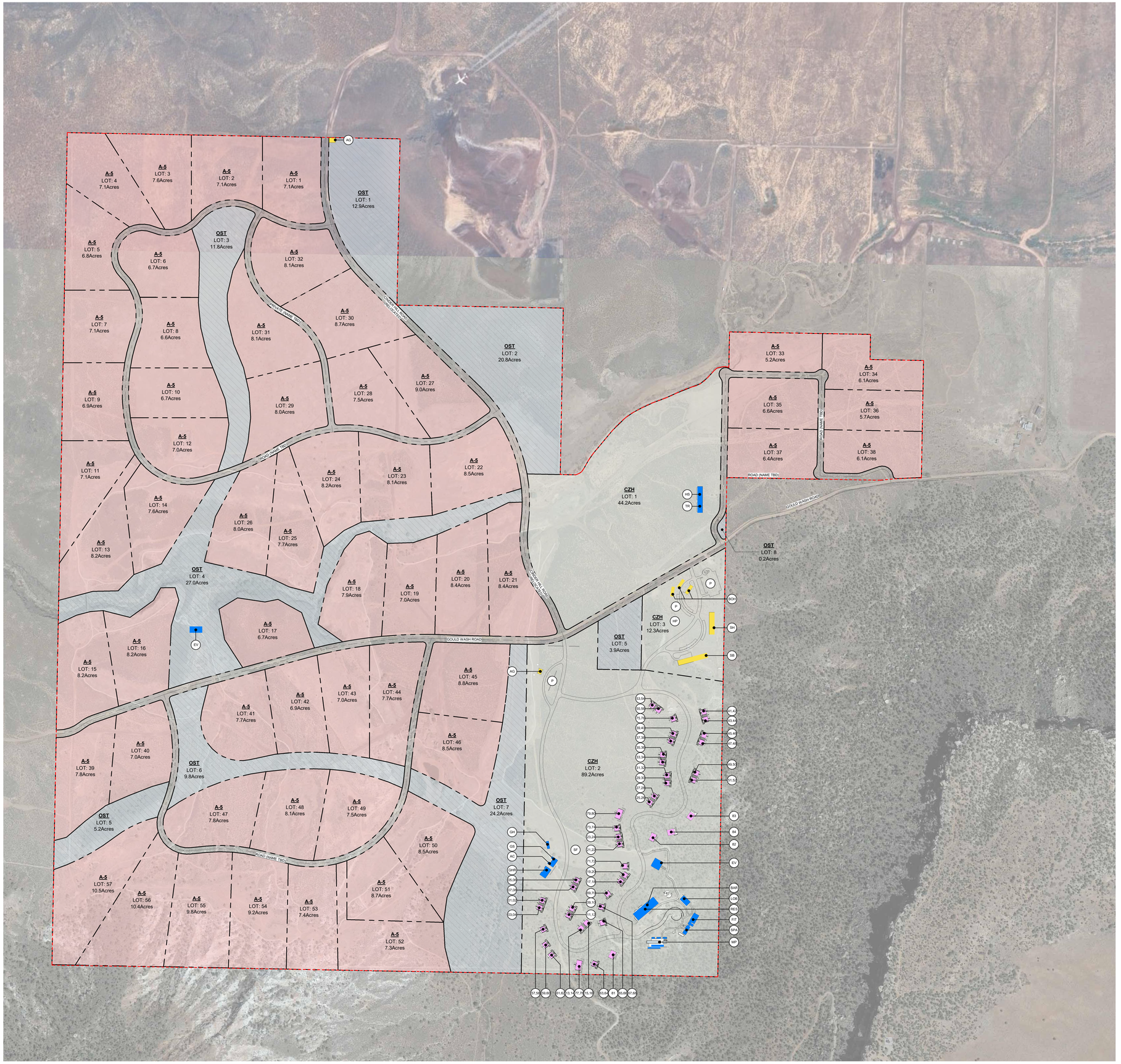
3. The extent to which the proposed amendment may adversely affect adjacent property; and

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

PROCESS

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

Upon receipt of the Planning Commission recommendation, typically 1-2 weeks after the Planning Commission action, the Town Council will consider and act on the Commission's recommendation. The action of the Town Council is final. If denied, a similar application generally cannot be heard for a year.



HOTEL KEYS

- 01 - 56 STANDARD ROOM
- 57 - 76 DELUXE ROOM
- 77 - 80 1 BEDROOM SUITE
- 81 - 82 1 BEDROOM VILLA
- 83 - 84 2 BEDROOM VILLA

HOTEL AMENITIES

- AC ACTIVE CENTER
- BAR BAR
- EV EVENT SPACE
- FIT FITNESS
- GHR GREENHOUSE RESTAURANT
- GG GIFT SHOP/ GALLERY
- GH GREEN HOUSE
- HS HORSE STABLE
- LOB LOBBY/ CHECK-IN
- MP MAIN POOL (BAR)
- RES RESTAURANT
- SPA SPA/ TREATMENT
- TR TACK ROOM
- HP HELIPAD

HOTEL ADMIN / BACK OF HOUSE

- SB STORAGE BARN / FIRE HOUSE
- SF SEPTIC LEACH FIELD
- SH STAFF HOUSING
- AG ARRIVAL GATE
- P PARKING

PLANNED DEVELOPMENT ZONING

LEGEND - HOTEL PROGRAM | 2

LOT ZONING / AREAS

PARCEL / LOT NO.	AREA	AREA (ACRES)	UNDERLAY ZONING
A-5			
LOT: 1	309,417 SF	7.1 acres	AGRICULTURAL 5 (A-5)
LOT: 2	309,494 SF	7.1 acres	AGRICULTURAL 5 (A-5)
LOT: 3	332,945 SF	7.6 acres	AGRICULTURAL 5 (A-5)
LOT: 4	310,024 SF	7.1 acres	AGRICULTURAL 5 (A-5)
LOT: 5	295,283 SF	6.8 acres	AGRICULTURAL 5 (A-5)
LOT: 6	293,916 SF	6.7 acres	AGRICULTURAL 5 (A-5)
LOT: 7	310,394 SF	7.1 acres	AGRICULTURAL 5 (A-5)
LOT: 8	289,436 SF	6.6 acres	AGRICULTURAL 5 (A-5)
LOT: 9	301,447 SF	6.9 acres	AGRICULTURAL 5 (A-5)
LOT: 10	290,749 SF	6.7 acres	AGRICULTURAL 5 (A-5)
LOT: 11	311,050 SF	7.1 acres	AGRICULTURAL 5 (A-5)
LOT: 12	304,297 SF	7.0 acres	AGRICULTURAL 5 (A-5)
LOT: 13	357,166 SF	8.2 acres	AGRICULTURAL 5 (A-5)
LOT: 14	332,228 SF	7.6 acres	AGRICULTURAL 5 (A-5)
LOT: 15	355,261 SF	8.2 acres	AGRICULTURAL 5 (A-5)
LOT: 16	358,658 SF	8.2 acres	AGRICULTURAL 5 (A-5)
LOT: 17	292,624 SF	6.7 acres	AGRICULTURAL 5 (A-5)
LOT: 18	344,274 SF	7.9 acres	AGRICULTURAL 5 (A-5)
LOT: 19	303,483 SF	7.0 acres	AGRICULTURAL 5 (A-5)
LOT: 20	365,512 SF	8.4 acres	AGRICULTURAL 5 (A-5)
LOT: 21	363,940 SF	8.4 acres	AGRICULTURAL 5 (A-5)
LOT: 22	371,339 SF	8.5 acres	AGRICULTURAL 5 (A-5)
LOT: 23	354,980 SF	8.1 acres	AGRICULTURAL 5 (A-5)
LOT: 24	356,011 SF	8.2 acres	AGRICULTURAL 5 (A-5)
LOT: 25	336,395 SF	7.7 acres	AGRICULTURAL 5 (A-5)
LOT: 26	347,057 SF	8.0 acres	AGRICULTURAL 5 (A-5)
LOT: 27	393,761 SF	9.0 acres	AGRICULTURAL 5 (A-5)
LOT: 28	328,547 SF	7.5 acres	AGRICULTURAL 5 (A-5)
LOT: 29	349,271 SF	8.0 acres	AGRICULTURAL 5 (A-5)
LOT: 30	380,263 SF	8.7 acres	AGRICULTURAL 5 (A-5)
LOT: 31	354,391 SF	8.1 acres	AGRICULTURAL 5 (A-5)
LOT: 32	353,478 SF	8.1 acres	AGRICULTURAL 5 (A-5)
LOT: 33	227,043 SF	5.2 acres	AGRICULTURAL 5 (A-5)
LOT: 34	264,490 SF	6.1 acres	AGRICULTURAL 5 (A-5)
LOT: 35	286,152 SF	6.6 acres	AGRICULTURAL 5 (A-5)
LOT: 36	250,040 SF	5.7 acres	AGRICULTURAL 5 (A-5)
LOT: 37	278,650 SF	6.4 acres	AGRICULTURAL 5 (A-5)
LOT: 38	263,580 SF	6.1 acres	AGRICULTURAL 5 (A-5)
LOT: 39	339,292 SF	7.8 acres	AGRICULTURAL 5 (A-5)
LOT: 40	304,902 SF	7.0 acres	AGRICULTURAL 5 (A-5)
LOT: 41	335,724 SF	7.7 acres	AGRICULTURAL 5 (A-5)
LOT: 42	302,438 SF	6.9 acres	AGRICULTURAL 5 (A-5)
LOT: 43	306,699 SF	7.0 acres	AGRICULTURAL 5 (A-5)
LOT: 44	336,551 SF	7.7 acres	AGRICULTURAL 5 (A-5)
LOT: 45	385,176 SF	8.8 acres	AGRICULTURAL 5 (A-5)
LOT: 46	370,256 SF	8.5 acres	AGRICULTURAL 5 (A-5)
LOT: 47	339,277 SF	7.8 acres	AGRICULTURAL 5 (A-5)
LOT: 48	351,288 SF	8.1 acres	AGRICULTURAL 5 (A-5)
LOT: 49	325,318 SF	7.5 acres	AGRICULTURAL 5 (A-5)
LOT: 50	372,276 SF	8.5 acres	AGRICULTURAL 5 (A-5)
LOT: 51	378,703 SF	8.7 acres	AGRICULTURAL 5 (A-5)
LOT: 52	319,068 SF	7.3 acres	AGRICULTURAL 5 (A-5)
LOT: 53	323,953 SF	7.4 acres	AGRICULTURAL 5 (A-5)
LOT: 54	399,900 SF	9.2 acres	AGRICULTURAL 5 (A-5)
LOT: 55	427,203 SF	9.8 acres	AGRICULTURAL 5 (A-5)
LOT: 56	452,011 SF	10.4 acres	AGRICULTURAL 5 (A-5)
LOT: 57	458,979 SF	10.5 acres	AGRICULTURAL 5 (A-5)
	19,056,061 SF	437.5 acres	
CZH			
LOT: 1	1,927,391 SF	44.2 acres	CABIN ZONE HOTEL (CZH)
LOT: 2	3,887,222 SF	89.2 acres	CABIN ZONE HOTEL (CZH)
LOT: 3	537,403 SF	12.3 acres	CABIN ZONE HOTEL (CZH)
	6,352,016 SF	145.8 acres	
OST			
LOT: 1	562,806 SF	12.9 acres	OPEN SPACE TRANSITION (OST)
LOT: 2	905,548 SF	20.8 acres	OPEN SPACE TRANSITION (OST)
LOT: 3	512,576 SF	11.8 acres	OPEN SPACE TRANSITION (OST)
LOT: 4	1,176,377 SF	27.0 acres	OPEN SPACE TRANSITION (OST)
LOT: 5	168,522 SF	3.9 acres	OPEN SPACE TRANSITION (OST)
LOT: 5	227,823 SF	5.2 acres	OPEN SPACE TRANSITION (OST)
LOT: 6	425,516 SF	9.8 acres	OPEN SPACE TRANSITION (OST)
LOT: 7	1,054,578 SF	24.2 acres	OPEN SPACE TRANSITION (OST)
LOT: 8	9,889 SF	0.2 acres	OPEN SPACE TRANSITION (OST)
	5,043,634 SF	115.8 acres	
GRAND TOTAL	30,451,712 SF	699.1 acres	

TRUE NORTH

SITE PLAN DIAGRAM - DLTH MASTERPLAN
1" = 300'-0" | 8

LEGEND - LOT ZONING / AREAS
NO SCALE | 3

WOODS + DANGARAN
ARCHITECTURE + INTERIORS
WWW.WOODSDANGARAN.COM
5059 PICO BLVD
LOS ANGELES
CALIFORNIA
90019

141.22

OCULTA ROCA
APPLE VALLEY, UTAH
APPLE VALLEY SITE 84737

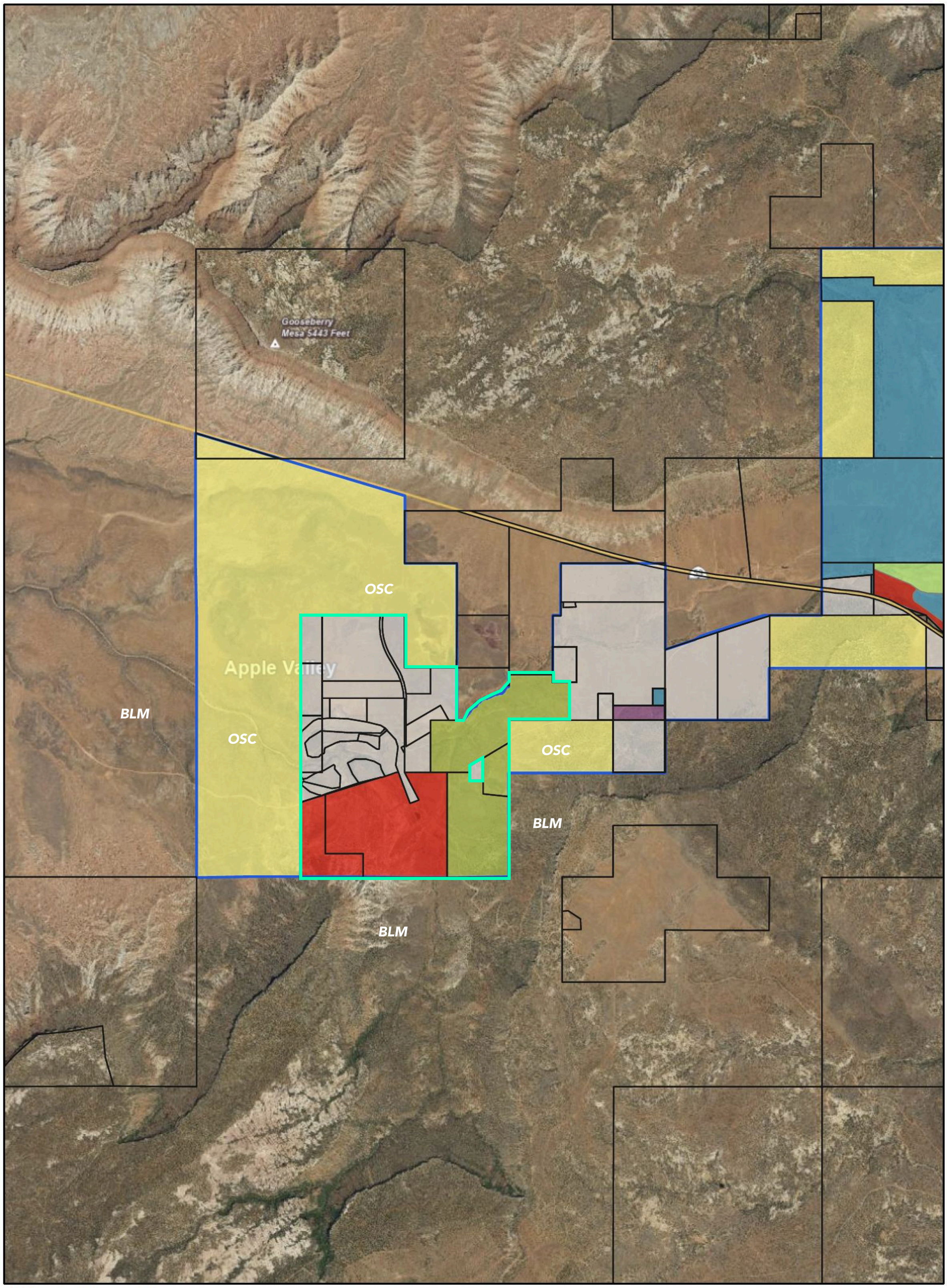
7 / 16 / 25

SITE PLAN DIAGRAM - MASTERPLAN

A1.02

40

Apple Valley Zoning



4/1/2025, 4:12:03 PM

Washington County Parcels
Town Boundry
Zoning Districts
A-40 - Agricultural > 40 Acres
C-2 – Highway Commercial
C-3 – General Commercial
OSC – Open Space Conservation
OST – Open Space Transition
PD – Planned Development
RE-1 – Rural Estate 1
RE-10 – Rural Estate 10
PROPERTY BOUNDRY

1:35,748
0 0.3 0.6 1.2 mi
0 0.5 1 2 km

AMENDED RECORD OF SURVEY for OCULTA ROCA

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

SCHEDULE B–2:

11. Exceptions and Reservations, and rights incidental thereto, as reserved by the United States of America by Patent recorded November 3, 1931, as Entry No 34623, in Book U–7, at Pages 584–585, Official Washington County Records, and wherein it recites in part as follows: (Affects Parcels 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13 and a portion of Parcel 14 and other property) (Not Plotted)
"Reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States."
12. Subject to that certain Decree, recorded June 2, 1964, as Entry No. 121696, in Book S–49, at Pages 94–99, Official Washington County Records, establishing and creating the Washington County Water Conservancy District. (Affects this and other property) (Not Plotted)
13. Subject to existing easement for electric power transmission facilities as are now in existence upon said lands, and rights incidental thereto, as reserved in Warranty Deed recorded April 14, 1983, as Entry No. 248321 , in Book 326, at Page 474, Official Washington County Records. (Affects Parcels 1, 2 and 3) (Plotted 30' Easement– Not Blanket Easement)
14. Subject to existing easement for electric power transmission facilities as are now in existence upon said lands, and rights incidental thereto, as reserved in Warranty Deed recorded April 14, 1983, as Entry No. 248322, in Book 326, at Page 475, Official Washington County Records. (Affects Parcels 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, and other property) (Same as Item 13 above)
15. 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) (Not Plotted)
16. Lack of a Right of dedicated access to and from said Land. Right of dedicated access to and from the Land, if any, is not established of record and assurance of such right of dedicated access is excluded from coverage of the Policy.
17. Subject to a Blanket Easement (Development Access Including Utilities), executed by and between Kokopelli Homes, L.L.C., Laron W. Hall, Lowe Land Improvement, L.C., John E. Lowe aka John Lowe and Nancy S. Lowe, as GRANTORS and Clair Hall and Betty Jean Hall and Laron W. Hall, as GRANTEES, recorded April 13, 2010, as Doc. No. 20100011935 , Official Washington County Records. (Affects Parcels 1, 2, 3 and 4 and other property) (Not Plotted)
18. 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. (Not Plotted)
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. (Not Plotted)
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. 220220053344, Official Washington County Records. (Not Plotted)
Town of Apple Valley, Utah Resolution No. R–2024–36, A Resolution Modifying, Limiting, and Revoking the Delegation of Authority to The Big Plains Water Special Service District, recorded September 13, 2024, as Doc No. 20240028791, Official Washington County Records. (Not Plotted)
19. 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 Clair W Hall and Betty Jean Hall, recorded February 27, 2014, as Doc No. 20140005814, Official Washington County Records. (Affects Parcels 1 and 3) (Not Plotted)
20. 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 Clair W Hall and Betty Jean Hall, recorded November 16, 2015, as Doc No. 20150039813, Official Washington County Records. (Affects Parcel 2) (Not Plotted)
21. 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) (Not Plotted)
Resolution No. R–2003–857, A Resolution of the County Commission of Washington County, Utah, Authorizing and Approving the Annexation of Certain Real Property into the Ash Creek Special Service District, recorded June 12, 2003, as Entry No. 824223, in Book 1554, at Pages 102–106, Official Washington County Records. (Affects this and other property) (Not Plotted)
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. (Not Plotted)
Ash Creek Special Service District Apple Valley Annexation, recorded November 30, 2022, as Doc. No. 20220051468 , Official Washington County Records. (Not Plotted)
Resolution No. R–2024–3352, A Resolution Annexing the Property Within the Municipal Limits of the Town of Virgin into Ash Creek Special Service District, recorded December 5, 2024, as Doc No. 20240038611, Official Washington County Records. (Not Plotted)
Ash Creek Special Service District Town of Virgin Annexation, recorded December 5, 2024, as Doc No. 20240038612, Official Washington County Records. (Not Plotted)
22. Subject to a Right of Way Easement in favor of California–Pacific Utilities Company, for the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, and rights incidental thereto, as set forth in Instrument recorded December 2, 1965, as Entry No. 126362, in Book S–58, at Page 487, Official Washington County Records, (Affects Parcels 3, 4, 6, 7, 8, 9, 10, 11, 14 and other property) (Plotted)
23. Subject to a Grant of Easement and Right of Way in favor of United States of America, Department of the Interior, Bureau of Land Management for a 1¼ inch plastic water pipeline Oak Spring Pipeline Job #4078 and rights incidental thereto recorded February 13, 1974, as Entry No. 159465, in Book 149, at Pages 37–38, as shown on the Official Washington County Records described as follows: (Affects Parcel 11, 19 and other property) (Not on this Survey)
24. Subject to a Water Well Conveyance & Easement Deed as set forth on Instruments recorded November 30, 1981, as Entry No. 233432, in Book 301, at Page 951 and recorded August 20, 1984, as Entry No. 265351, in Book 356, at Pages 745–748, as shown on the Official Washington County Records, more particularly described as follows: (Affects Parcels 3, 4, 6, 7, 8, 9, 10, 11, 14 and other property) (Not on this Survey)
"1. 10.00 by 10.00 foot well site "fee simple" at the following described point of diversion, and located within the Southeast Quarter Southeast Quarter (SE¼SE¼) of Section 28, Township 42 South, Range 13 West, Salt Lake Base and Meridian, more particularly described as follows, to–wit:
2. A right of way for adequate egress and ingress from existing County Roadway Easement to the well described in #1 above, being 7.50 feet in width on each side of the following described centerline, to–wit:
3. A right of way from existing County Roadway over and across easement described in #2 above for the purpose of pipelines, water diversionary facilities, power lines, or any other necessary utility.
4. Right of way easement for water transmission lines and utility easements from existing well in #1 above, being
7.50 feet in width on each side of the following described centerline, to–wit."
25. Subject to the location of a Right–of–Way traversing in a Northeasterly/Southwesterly direction through a portion of said property as disclosed by Washington County Ownership Plats.
26. 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 LARON W HALL, recorded January 17, 2014, as Doc No. 20140001779, Official Washington County Records. (Affects Parcel 4) (Not a survey issue)
27. Subject to an Agreement for Easement and Right of Way, dated November 25, 1939, in favor of the United States of America, for the construction of one half mile of roadway with two cattle guards and gates, including the right of ingress and egress, and rights incidental thereto, as set forth in Instrument recorded January 9, 1939, as Entry No. 53833, in Book U–9, at Page 392, Official Washington County Records, said easement and right of way over the tract, lot, piece, or parcel of land situate, lying and being in the County of Washington, State of Utah, bounded and particularly described as follows: (Affects Parcel 5) (Not on this Survey)
One half mile 18 feet in width through the East Section of the Southwest Quarter (SW¼) of Section 27, Township 42 South, Range 12 West, Salt Lake and Meridian.
28. Subject to a Right of Way Easement in favor of California–Pacific Utilities Company, for the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, and rights incidental thereto, as set forth in Instrument recorded April 29, 1970, as Entry No. 140504, in Book 92, at Page 527, Official Washington County Records. (Affects Parcel 5) (Not on this Survey)

SCHEDULE B–2:

29. Subject to Acknowledgement and Notice of Acknowledgement of Acceptance of R.S. 2477 Right–of–Way Grant, known as Little Creek Mountain Road, and rights incidental thereto, as set forth in Instrument, recorded May 12, 2008, as Doc No. 20080019355, Official Washington County Records. (General Easement – exact location not disclosed) (Affects Parcel 5) (Not on this Survey)
30. Subject to the location of an existing right of way traversing in a Southeasterly/Northwesterly direction through a portion of said property, as disclosed on the Official Ownership Plats on file in the Office of the Recorder of Washington County, State of Utah. (Affects Parcel 5) (Not on this Survey)
31. Subject to a Reservation and an Easement in favor of UTAH SOUTH VINEYARDS, LLC, a Utah Limited Liability Company, for the right to drill two wells and a 15–foot easement for ingress and egress to each well, and rights incidental thereto, as reserved on Warranty Deed recorded December 16, 2022, as Doc. No. 20220053424, Official Washington County Records, which recites, in part, as follows: (Affects Parcel 5) (Not on this Survey)
"Reserving unto Grantor the right to drill two wells, the center points described as:
North 1235 feet and East 1209 Feet from the Southwest Corner of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian, and
South 1257 feet and East 1176 feet from the West 1/4 Corner of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian.
Together with a 150 non contamination radius around each center point, and a 15 foot easement for ingress and egress to each well."
32. Trust Deed, dated May 30, 2023, executed by DE LA TIERRA HOLDINGS LLC, as TRUSTOR, to SUTHERLAND TITLE COMPANY, as TRUSTEE, in favor of DRP MANAGEMENT, INC. PROFIT SHARING PLAN, as to an undivided 43% interest, A.W. HARDY FAMILY INVESTMENTS LTD, as to an undivided 43% interest and J. GORDON CASEY AND MERRILYN CASEY, Trustees or their successors in Trust, of THE CASEY LIVING TRUST, dated November 20, 2018, as to an undivided 14% interest, as BENEFICIARY, to secure the payment of $2,832,500.00 and interest, recorded May 31, 2023, as Doc No. 20230015928, Official Washington County Records. (Affects Parcels 5, 6 and 16) (Not Survey Issue)
Subordination Agreement, dated May 31, 2023, executed by DE LA TERRA HOLDINGS, LLC, a Utah limited liability company, to GIDC, LLC, recorded June 2, 2023, as Doc No. 20230016302, Official Washington County Records, State of Utah, subordinating the lien of said Trust Deed to the lien of the Deed of Trust recorded as Doc. No. 20230015929, Official Washington County Records. (Affects Parcel 16) (Not Survey Issue)
Assignment of Deed of Trust, from J. GORDON CASEY AND MERRILYN CASEY, Trustees or their successors in Trust, of THE CASEY LIVING TRUST, dated November 20, 2018, as to an undivided 14% interest, to DRP MANAGEMENT, INC. PROFIT SHARING PLAN, as to an undivided 7% interest, A.W. HARDY FAMILY INVESTMENTS LTD, as to an undivided 7% interest, recorded April 22, 2024, as Doc No. 20240012195, Official Washington County Records. (Affects Parcels 5, 6 and 16) (Not Survey Issue)
33. Second Trust Deed, dated May 30, 2023, executed by DE LA TERRA HOLDINGS, LLC, a Utah limited liability company, as TRUSTOR, to SUTHERLAND TITLE COMPANY, as TRUSTEE, in favor of GIDC, LLC, as BENEFICIARY, to secure the payment of $515,000.00 and interest, recorded May 31, 2023, as Doc No. 20230015929, Official Washington County Records. (Affects Parcel 16) (Not Survey Issue)
34. Water Agreement, dated June 26, 2924, executed by and between BIG PLAINS WATER SPECIAL SERVICE DISTRICT, a Utah Special Service District ("Big Plains"), APPLE VALLEY TOWN, ("Town") , a Utah municipal corporation, and HIDDEN ROCK DEVELOPMENT GROUP, a Utah limited liability company ("Developer"), and subject to the terms, conditions and recitals contained therein, recorded July 18, 2024, as Doc No. 20240022673, Official Washington County Records. (Affects Parcels 5, 6 and 16) (Not on this Survey)
35. Development Agreement For OCULTA ROCA, dated June 26, 2024, between TOWN OF APPLE VALLEY, a Utah municipal corporation of the State of Utah ("Town"), and HIDDEN ROCK DEVELOPMENT GROUP, a Utah limited liability company ("Developer"), and and subject to the terms, conditions and recitals contained therein, recorded July 18, 2024, as Doc No. 20240022674, Official Washington County Records. (Affects Parcels 5, 6 and 16) (Not Survey Issue)
36. First Development Agreement Addendum, dated September 25, 2024, by and between HIDDEN ROCK DEVELOPMENT GROUP, ("Developer"), and TOWN OF APPLE VALLEY ("Town"), and subject to the terms and conditions contained therein, recorded January 28, 2025, as Doc No. 20250002945, Official Washington County Records. (Affects Parcels 5, 6 and 16) (Not Survey Issue)
37. First Water Agreement Addendum, dated September 25, 2024, by and between HIDDEN ROCK DEVELOPMENT GROUP, ("Developer") and BIG PLAINS WATER SPECIAL SERVICE DISTRICT, a Utah Special Service District ("District"), and subject to the terms and conditions contained therein, recorded January 28, 2025, as Doc No. 20250002946, Official Washington County Records. (Affects Parcels 5, 6 and 16) (Not on this Survey)
38. Subject to an Agreement for Easement and Right of Way, dated November 25, 1939, in favor of the United States of America, for the construction of one half mile of roadway with two cattle guards and gates, including the right of ingress and egress, and rights incidental thereto, as set forth in Instrument recorded January 9, 1939, as Entry No. 53833, in Book U–9, at Page 392, Official Washington County Records. (Affects Parcel 6) (Not on this Survey)
39. Subject to a Right of Way Easement in favor of California–Pacific Utilities Company, for the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, and rights incidental thereto, as set forth in Instrument recorded April 29, 1970, as Entry No. 140504, in Book 92, at Page 527, Official Washington County Records. (Affects Parcel 6) (Not on this Survey)
40. Subject to the terms and conditions contained in that certain Deed of Partial Reconveyance, creating a Water Line Easement and Access Easement, recorded August 9, 2010, as Doc No. 20100026325, Official Washington County Records. (Affects Parcels 7, 14 and 15) (Plotted)
41. Subject to Terms and Conditions of that certain Blanket Easement (Development Access Including Utilities, and rights incidental thereto, recorded April 13, 2010, as Doc No. 20100011935, Official Washington County Records. (Affects Parcels 2, 3, 4, 8, 9, 11, 12, 13 and 19) (Not Plotted–Blanket Easement)
42. Terms and Conditions of that certain Notice of Option, recorded April 13, 2010, as Doc No. 20100011937, Official Washington County Records. (Affects Parcel 13) (Not a Survey Issue)
43. Deed of Trust, dated September 9, 2010, executed by LOWE LAND IMPROVEMENT, LC, as TRUSTOR, to ZIONS FIRST NATIONAL BANK, as TRUSTEE and BENEFICIARY, to secure the payment of $1,462,500.00 and interest, recorded September 13, 2010, as Doc No. 20100030494, Official Washington County Records. (Affects Parcels 11 and 12) (Not a Survey Issue)
Substitution of Trustee, recorded March 16, 2011, as Doc. No. 20110008067, Official Washington County Records, State of Utah, wherein MICHAEL W. SPENCE, ESQ. of RAY QUINNEY & NEBEKER P.C., is designated as Successor Trustee under said Deed of Trust. (Not a Survey Issue)
Notice of Default, under the terms of said Deed of Trust recorded on March 16, 2011, as Doc. No. 20110008068, Official Washington County Records. (Not a Survey Issue)
44. Subject to an Access and Utility Easement in favor of JOHN E. LOWE, for a Sixty–Six (66) foot wide non–exclusive access and utility easement for travel, ingress and egress of any kind and for utilities over and across Parcel 11 and 12 described herein. This easement shall be perpetual and shall run to the benefit of JOHN E. LOWE, his authorized representatives, and his successors in ownership. This access, ingress and egress, and Utility Easement will run on Parcel 1 and North to South and be located on the East property line, Additionally a cart path easement for golf cart travel shall be located just South of the Goulds Wash on Parcel 11 and shall run from East to West to allow for Gold Cart travel across Parcel 11. A general access and utility easement shall be located on Parcel 12 on the North end of Parcel 12, and rights incidental thereto, as set forth in Instrument recorded September 13, 2010, as Doc. No. 20100030547, Official Washington County Records. (Affects Parcels 11 and 12) (Plotted)
45. Subject to a Right of Way Easement, in favor of PacifiCorp, an Oregon corporation, its successors and assigns, for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of underground electric transmission, distribution and communications circuits, and rights incidental thereto, by Instrument recorded December 9, 2015, as Doc No. 20150042515, Official Washington County Records. (Affects Parcels 4, 11 and 14) (Plotted)
The effects of Notice of Mortgage, executed by PacifiCorp, an Oregon corporation, dba Rocky Mountain Power, recorded April 18, 2016, as Doc No. 20160013404, Official Washington County Records. (Not a Survey Issue)
46. Trust Deed, dated October 27, 2011, executed by KKP PROPERTIES,55 as TRUSTOR, to RAND LUNCEFORD, as TRUSTEE, in favor of JOHN E. LOWE, as BENEFICIARY, to secure the payment of $1,000,000.00 and interest, recorded October 27, 2011, as Doc No. 20110032766, Official Washington County Records. (Affects Parcel 16 and other property) (Not a Survey Issue)
The Beneficial interest under said Trust Deed appears to have merged with the Fee Simple Title, if such be the case, then a Deed of Reconveyance must be recorded in Order to evidence the same.

SCHEDULE B–2:

47. Subject to all matters, items, narrative, legend, and other physical data, as set forth on Record of Survey performed by Cornerpoint Professional Land Surveyors Inc., and Certified by Michael W. Purdy, Professional Land Surveyor, State of Utah, License No. 334571, recorded July 18, 2021, as Entry No. RS008380–21, Official Washington County Records. (Affects Parcel 16 and other property)
48. Any discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct Survey would disclose. (Affects Parcels 1, 2, 3, 4, 7, 8, 9, 10, 13, 18, 19)

NARRATIVE:

THIS PURPOSE OF THIS SURVEY IS TO MARK THE CORNERS OF THE PARCEL ON THE GROUND. THIS AMENDMENT IS ADDED TO INCLUDE PARCEL AV–2196–D AS PART OF THE BOUNDARY.

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WESTERLY LINE OF THE EAST HALF OF SECTION 28, T42S, R12W OF THE SALT LAKE BASE AND MERIDIAN, MARKED AT THE NORTH END AND SOUTH END BY 2.5 INCH 1909 G.L.O. BRASS CAPS, SAID LINE BEARS SOUTH 00°02'37" EAST A DISTANCE OF 5277.69 FEET.

THE NINE (9) SECTION CORNER MONUMENTS AS WELL AS MONUMENTS AT ALL OF THE BOUNDARY CORNERS EXCEPT FOR ONE (1) WERE FOUND. THE FOUND CORNERS FIT WITH THE DEEDS AND WERE HELD FOR POSITION. THE REMAINING CORNER WAS SET PER THE DEED.

LEGAL DESCRIPTION:

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

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 28 MARKED BY A 2.5 INCH 1909 GLO BRASS CAP, WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 28, MARKED BY A 2.5 INCH 1909 GLO BRASS CAP BEARS SOUTH 00°02'37" EAST A DISTANCE OF 5277.69 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE NORTH 00°04'35" WEST ALONG THE WESTERLY LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 1317.32 FEET TO THE EAST–WEST CENTERLINE OF SAID SOUTHEAST QUARTER AND A NO. 5 REBAR WITH PLASTIC CAP STAMPED "PLS334569";
THENCE NORTH 89°58'23" EAST ALONG SAID EAST–WEST CENTERLINE A DISTANCE OF 2637.26 FEET TO THE EASTERLY LINE OF SAID SECTION 21 AND A NO. 4 REBAR WITH PLASTIC CAP STAMPED "B&C LS4490";
THENCE SOUTH 00°03'23" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 1317.94 FEET TO THE SECTION CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, MARKED BY 2.5 INCH 1909 G.L.O. BRASS CAP;
THENCE NORTH 89°55'04" EAST ALONG THE NORTHERLY LINE OF SAID SECTION 27 A DISTANCE OF 1320.19 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 AND A NO. 4 REBAR WITH PLASTIC CAP ILLEGIBLE;
THENCE SOUTH 00°04'17" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 1319.48 FEET TO THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND A NO. 4 REBAR WITH PLASTIC CAP STAMPED "PRATT ENG BET 4804865";
THENCE SOUTH 89°54'47" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 659.92 FEET TO THE EASTERLY LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 AND A NO. 4 REBAR WITH PLASTIC CAP STAMPED "ROSENBERG";
THENCE SOUTH 00°04'51" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 1319.51 FEET TO THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND A NO. 5 REBAR WITH PLASTIC CAP STAMPED "ROSENBERG";
THENCE SOUTH 89°54'37" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 659.84 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 27 AND A NO. 5 REBAR WITH PLASTIC CAP STAMPED "SURVEYOR222";
THENCE ALONG THE BOUNDARY OF PARCEL AV–2196–D THE FOLLOWING THREE COURSES:
1. SOUTH 27°53'34" EAST A DISTANCE OF 786.72 FEET TO A NO. 5 REBAR WITH PLASTIC CAP STAMPED "CONERPOINT PLS 334571";
2. THENCE SOUTH 72°25'24" WEST A DISTANCE OF 246.40 FEET TO A POINT IN AN OLD BUILDING, NOTHING SET;
3. THENCE NORTH 20°32'06" WEST A DISTANCE OF 821.67 FEET TO THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28 AND A NO. 5 REBAR WITH PLASTIC CAP STAMPED "CONERPOINT PLS 334571";

THENCE SOUTH 89°53'55" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 53.17 FEET TO THE SOUTHERLY LINE OF PARCEL AV–2194–A AND A NO. 4 REBAR WITH PLASTIC CAP ILLEGIBLE;
THENCE SOUTH 72°39'54" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 2545.52 FEET TO THE WESTERLY LINE OF SAID EAST HALF OF SECTION 28 AND A NO. 4 REBAR WITH PLASTIC CAP STAMPED "B&C LS4490;
THENCE NORTH 00°02'37" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 3397.31 FEET THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 14,125,401 SQUARE FEET OR 324.275 ACRES.

NOTES:

1. ALL DIMENSIONS SHOWN ARE IN US SURVEY FEET AND DECIMALS THEREOF.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR 222. ALL INFORMATION REGARDING RECORD EASEMENTS, BOUNDARIES, ADJOINERS AND OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO THE TRACT SHOWN HEREON WAS PROVIDED BY OLD REPUBLIC TITLE COMMITMENT FILE # 234930, EFFECTIVE MAY 28, 2025 AT 7:00 AM. AND FROM THE COUNTY OFFICES.

SURVEYOR'S CERTIFICATE:

I, JAMES V. HEINRITZ, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 11072412–2201, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, HEREBY CERTIFY THAT THIS MAP REPRESENTS A SURVEY MADE UNDER MY DIRECTION OF A PARCEL OF LAND, LOCATED IN WASHINGTON COUNTY, UTAH, IN ACCORDANCE WITH SECTION 17–23–17. MONUMENTS WILL BE PLACED AS REPRESENTED ON THIS PLAT. THE LEGAL DESCRIPTION AND PLAT ARE TRUE AND CORRECT.

PROFESSIONAL LAND SURVEYOR
11072412-2201
JAMES VICTOR HEINRITZ
STATE OF UTAH
7/01/2025

JAMES V. HEINRITZ, PLS 11072412–2201

SURVEYOR222
PROFESSIONAL
LAND SURVEYORS
St. George
UTAH 84790
801-230-8081
WWW.SURVEYOR222.COM

SPOT-ON SURVEYING

REVISION:	DESCRIPTION
DATE:	
DATE:	
DATE:	
DATE:	

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

DRAWN BY: JVH
CHECKED BY: IMH
DATE: 07/01/2025
PROJECT NO.: 2222
SCALE:

FOUND REBAR W/CAP
STAMPED "B&C LS4490"

22 27

2193-HV

FND #4 REBAR W/CAP
ILLEGIBLE

N89°55'04"E 2640.38'

S00°04'17"E 1319.48'

FND #4 REBAR W/CAP
STAMPED "PRATT ENG
BET 4804865"

S89°54'47"W 659.92'

AV-2-2-27-432

AV-2195-B

N89°55'04"E 1320.19'

S00°04'51"E 1319.51'

FND #4 REBAR W/CAP
STAMPED "ROSENBERG"

FND #4 REBAR W/CAP
STAMPED "ROSENBERG"

AV-2-2-27-430

AV-2169-A-1

AV-2-2-27-431

WATERLINE & ACCESS
EASEMENT ENT#20100026325
(ITEM 40)

S89°54'37"W 659.84'

FND #5 REBAR W/CAP
STAMPED "CORNERPOINT
PLS334571"

FND NAIL & WHISKER
SET #5 REBAR W/CAP
STAMPED "SURVEYOR222"

S72°25'24"W
246.40'

T.42 S., R. 12 W., S.L.B.& M.
FND 1909 G.L.O. BRASS CAP

22 27

S27°53'34"E 786.72'

AV-2196-D

NOTHING SET, FALLS IN
AN OLD BUILDING

22 S00°03'23"E 2635.88' 27

N20°32'06"W 821.67'

S00°05'20"E 2639.48'

27 34

21 28

FND 1909 G.L.O.
BRASS CAP

FND #4 REBAR W/CAP
STAMPED "B&C LS4490"

S00°03'23"E 1317.94'

N00°04'55"W 2639.18'

AV-2-2-28-221

AV-2196-D

66' ACCESS & UTILITY
EASEMENT ENT#20100030547
(ITEM 44)

10' RIGHT OF WAY EASEMENT
ENT#20150042515 (ITEM 45)

10' RIGHT OF WAY EASEMENT
ENT#20150042515 (ITEM 45)

FND #5 REBAR W/CAP STAMPED
"CORNERPOINT PLS334571"

S89°53'55"W
53.17'

FND #4 REBAR
W/CAP ILLEGIBLE

28 33

FND 1909 G.L.O.
BRASS CAP

AV-2169-A-1

AV-2-2-27-430

WATERLINE & ACCESS
EASEMENT ENT#20100026325
(ITEM 40)

66' CART PATH EASEMENT
ENT#20100030547 (ITEM 44)

AV-2-2-28-22

AV-2196-D

10' RIGHT OF WAY EASEMENT
ENT#20150042515 (ITEM 45)

AV-2196-E

66' ACCESS & UTILITY EASEMENT
ENT#20100030547 (ITEM 44)

AV-2196-A-1

AV-2194-C

S72°39'54"W
2545.52'

AV-2194-A

N89°53'29"E 2638.12'

S89°57'34"W 5281.55'

N89°58'23"E 2637.26'

30' INGRESS/EGRESS EASEMENT
ENT# 246321 (ITEM 13)

S89°59'12"W 2636.81'

AV-2169-A-1

OCULTA ROCA
14,125,401 SQ. FT.
324.275 ACRES

AV-2-2-28-110

AV-2196-A-1

AV-2-2-28-120

AV-2-2-28-220

AV-2196-A-1

AV-2196-G

AV-2196-A-1

AV-2-2-28-230

AV-2196-I

N89°59'32"W 2640.65'

25' POWER & TELEPHONE
EASEMENT ENT# 126382 (ITEM 22)

AV-2169-B

AV-2196-F

AV-2196-H

AV-2196-B

AV-2196-H

AV-2196-C

AV-2-2-28-240

16 FND 1909 G.L.O.
21 BRASS CAP

N00°04'35"W 5272.90'

N89°58'23"E 2637.26'

POINT OF BEGINNING

N00°02'37"W 3397.31'

FND #4 REBAR W/CAP
STAMPED "B&C LS4490"

21 28 33

21 FND #4 REBAR W/CAP
STAMPED "PLS334569"

N00°04'35"W 5272.90'

21 28 FND 1909 G.L.O.
BRASS CAP

W'LY LINE E 1/2 SEC 28, T42S, R12W -- S00°02'37"E 5277.69' -- BASIS OF BEARINGS

FND 1909 G.L.O.
BRASS CAP

20

North 2 2 2 South

200 100 0 200

SCALE: 1" = 200'

SURVEYOR222
PROFESSIONAL
LAND SURVEYORS
St. George
UTAH 84790
801-230-8081
WWW.SURVEYOR222.COM

SPOT-ON SURVEYING

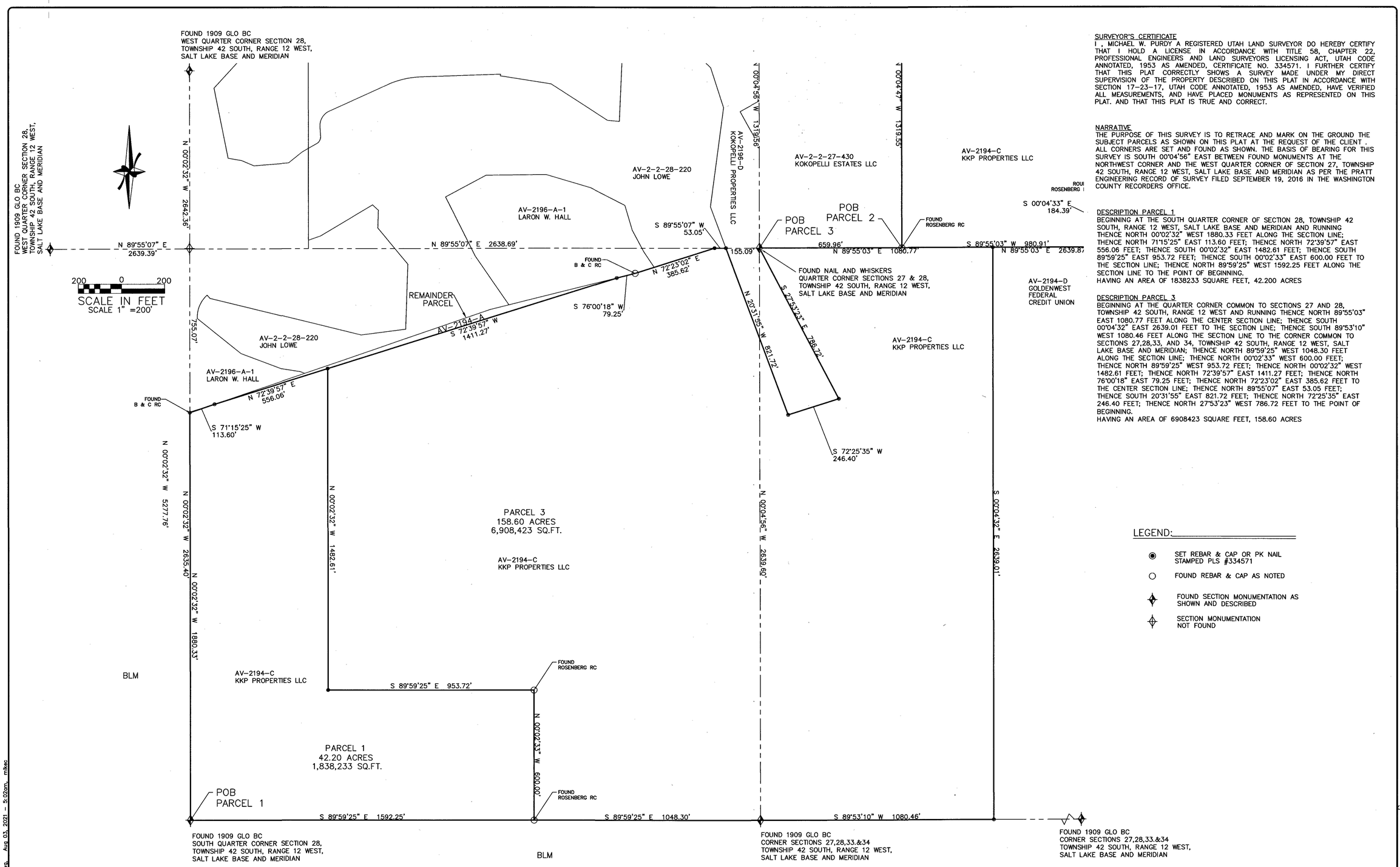
REVISION:	DESCRIPTION
DATE:	
DATE:	
DATE:	
DATE:	

AMENDED RECORD OF SURVEY for OCULTA ROCA

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

DRAWN BY: JVH
CHECKED BY: IMH
DATE: 07/01/2025
PROJECT NO.: 2222
SCALE: 1"=200'

PAGE 2 OF 2



SURVEYOR'S CERTIFICATE

I , MICHAEL W. PURDY A REGISTERED UTAH LAND SURVEYOR DO HEREBY CERTIFY THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. 334571. I FURTHER CERTIFY THAT THIS PLAT CORRECTLY SHOWS A SURVEY MADE UNDER MY DIRECT SUPERVISION OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. AND THAT THIS PLAT IS TRUE AND CORRECT.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO RETRACE AND MARK ON THE GROUND THE SUBJECT PARCELS AS SHOWN ON THIS PLAT AT THE REQUEST OF THE CLIENT . ALL CORNERS ARE SET AND FOUND AS SHOWN. THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 00°04'56" EAST BETWEEN FOUND MONUMENTS AT THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN AS PER THE PRATT ENGINEERING RECORD OF SURVEY FILED SEPTEMBER 19, 2016 IN THE WASHINGTON COUNTY RECORDERS OFFICE.

DESCRIPTION PARCEL 1

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°02'32" WEST 1880.33 FEET ALONG THE SECTION LINE; THENCE NORTH 71°15'25" EAST 113.60 FEET; THENCE NORTH 72°39'57" EAST 556.06 FEET; THENCE SOUTH 00°02'32" EAST 1482.61 FEET; THENCE SOUTH 89°59'25" EAST 953.72 FEET; THENCE SOUTH 00°02'33" EAST 600.00 FEET TO THE SECTION LINE; THENCE NORTH 89°59'25" WEST 1592.25 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.
HAVING AN AREA OF 1838233 SQUARE FEET, 42.200 ACRES

DESCRIPTION PARCEL 3

BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 27 AND 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST AND RUNNING THENCE NORTH 89°55'03" EAST 1080.77 FEET ALONG THE CENTER SECTION LINE; THENCE SOUTH 00°04'32" EAST 2639.01 FEET TO THE SECTION LINE; THENCE SOUTH 89°53'10" WEST 1080.46 FEET ALONG THE SECTION LINE TO THE CORNER COMMON TO SECTIONS 27,28,33, AND 34, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°59'25" WEST 1048.30 FEET ALONG THE SECTION LINE; THENCE NORTH 00°02'33" WEST 600.00 FEET; THENCE NORTH 89°59'25" WEST 953.72 FEET; THENCE NORTH 00°02'32" WEST 1482.61 FEET; THENCE NORTH 72°39'57" EAST 1411.27 FEET; THENCE NORTH 76°00'18" EAST 79.25 FEET; THENCE NORTH 72°23'02" EAST 385.62 FEET TO THE CENTER SECTION LINE; THENCE NORTH 89°55'07" EAST 53.05 FEET; THENCE SOUTH 20°31'55" EAST 821.72 FEET; THENCE NORTH 72°25'35" EAST 246.40 FEET; THENCE NORTH 27°53'23" WEST 786.72 FEET TO THE POINT OF BEGINNING.
HAVING AN AREA OF 6908423 SQUARE FEET, 158.60 ACRES

LEGEND:

- SET REBAR & CAP OR PK NAIL STAMPED PLS #334571
- FOUND REBAR & CAP AS NOTED
- FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
- SECTION MONUMENTATION NOT FOUND

RECEIVED
JAN 25 2022
BY:

No.	Description of Revisions	Date	By

CORNERPOINT
PROFESSIONAL LAND SURVEYS INC.
2075 S. Sir Monte Drive #43, St George, Utah, 84770
435-619-5528
mike.cpsurveying@gmail.com

RECORD OF SURVEY
FOR
KKP PROPERTIES LLC
LOCATED IN SECTION 27 AND 28, T.42 S., R. 12 W. SLB&M
WASHINGTON COUNTY, UTAH

PROFESSIONAL LAND SURVEYOR
No. 334571
Michael W. Purdy
7-18-2021
MICHAEL W. PURDY
STATE OF UTAH

Project :	
File	LOWE 3PARCEL AV
Date	July 18, 2021
Drafted by :	
Review by	MWP
Scale :	1"=200'
Sheet No.	1 of 1

F:\MATT APPLE VALLEY\LOWE 3PARCEL AV.dwg, Aug 03, 2021 - 5:02pm, mikec

SEC 28 T42S R12W 8380-21 1OF2

ROCKY MOUNTAIN POWER

Let's turn the answers on.

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

October 18, 2022

Dallin Jolley
1 N. Cinder Hill Road
Apple Valley, UT 84737

Re: Oculta Roca Development

Located: Parcel #AV-2194-D

Dear Dallin Jolley:

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

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

Sincerely,

Ruston Jenson
Estimator
Dixie Service Center
435-688-3708

Big Plains Water and Sewer Special Service District

1777 N. Meadowlark Dr, Apple Valley, Utah 84737
Phone: 435-877-1194 Fax: 435-877-1192
www.applevalleyut.gov

Chairman Andy McGinnis
Board Member Frank Lindhardt
Board Member Harold Merritt
Board Member Ross Gregerson
Board Member Jarry Zaharias

Preliminary Water Letter

For

Hidden Rock Development Group LLC

Anish Bhatia and Dallin Jolley

This letter is provided as a preliminary look at the needs of your proposed development and provides options as well as potential requirements for your project.

1. Option to connect to district water main at N Apple Valley Dr. next to the Gooseberry Lodges.
2. Option to build a tank and infrastructure designed to meet not only culinary, irrigation, but also fire suppression for your entire development.
3. State and Local permits for well drilling.
4. Municipal/Culinary water rights deeded to the District.
5. Easements as required for water infrastructure and District access.
6. Upon completion of the water system by the Developer and approval of the District's designated engineer and Water Superintendent, said water system will be deeded to the District.

The above is not an all-encompassing list, but a preliminary one and may expand as your development progresses.

The District provides this letter for the purpose of a zone change and it is NOT a Will Serve Letter.

Andy McGinnis
Chairman
Big Plains SSD

Ash Creek Special Service District

1350 S. Sand Hollow Road
Hurricane, UT 84737
Office: (435) 635-2348 Fax: (435) 635-8550
ashcreek@infowest.com

October 24, 2022

Apple Valley
Kyle Layton
1777 North Meadowlark Drive
Apple Valley, UT 84737

RE: Parcel AV-2194-D

Kyle,

Ash Creek SSD takes no exception to the proposed zone change for parcel AV-2194-D. In lieu of a Will Serve, this letter communicates Ash Creek SSD's requirements.

After reviewing the conceptual site plan for parcel AV-2194-D, it appears the land will be used as a resort style property with no subdivision of the property creating individual lots for sale. Based on the proposed land use, a Body Politic agreement with Ash Creek SSD should not be needed. Wastewater treatment will be permitted through the state. The next step for the owner/developer will be to contact the Utah Division of Water Quality to work through the permitting process. This information has been provided to the owner/developer.

The owner/developer understand and agree that they will need to get plan approval for the sewer and treatment systems. After approval, they agree to pay all costs associated with construction of sewer and treatment systems and impact fees.

Please let us know if you have any questions.

Sincerely,

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

GEOTECHNICAL TESTING SERVICES, INC.
735 East Tabernacle, St. George, UT, 84770
(435) 628-9536 admin@gtsstg.com

October 18, 2022

Mr. Anish Bhatia
100 Norfolk St. Apt. 6B
New York, NY 10002

Subject: Soil Classification and Septic Feasibility
Parcel AV-2194-D
Apple Valley, Utah
GTS Project Number: 12925

Dear Mr. Bhatia:

As requested, we are providing you with the soil classification for the above noted project. It appears that the soils are sufficient for the installation of an onsite wastewater system; however, this letter should be provided to the Southwest Utah Public Health Department for their approval. Soil classification in accordance with Utah Administrative Code Section R317-4-13 was performed by us and reported herein.

In order to investigate the subsurface soils for this study, five, 5.75 to 9.5-foot deep test pits were excavated across the subdivision as shown on Figure 1. The subsurface soils encountered in the test pits consisted of granular, fine sandy loam to the maximum depth of exploration, 9.5 feet, which was the extent of the digging equipment. Groundwater was not encountered in the test pits during our investigation and there was no evidence of a historic ground water table within the depth of the test pits.

Considering soil classification and using values from Section R317-4-13, Table 6, a soil absorption rate (SAR) of 0.5 gallons/square foot/day can be used for sizing the absorption area. Please refer to the attached Soil Exploration Results.

Thank you for allowing us to provide these services for you. Please call our office at (435) 628-9536 if there are any questions regarding this project.

Very Truly Yours,
GEOTECHNICAL TESTING SERVICES, INC.

CHRISTOPHER D. VOLKSEN, P.E.
President

SOIL EXPLORATION RESULTS

Information Required for Determining Soil Suitability
for Individual Wastewater Disposal Systems

NAME: Parcel AV-2194-D
LOCATION OF PROPERTY: Gould Wash Road
Apple Valley, Utah

Statement of soil conditions obtained from soil exploration to a depth of 9.5 feet. In the event that absorption systems will be deeper than 5.5 feet, further soil explorations must be performed extending to a depth of at least 4.0 feet below the bottom of the proposed absorption field, seepage trench, seepage pit, or absorption bed. A descriptive log of the exploration is given below:

TEST PIT 1 (See Figure 1 for the location of the test pit)
0 - 5.0 Sandy Loam, granular, fine sand, reddish brown (SAR= 0.50 gal/sqft/day)
5.0 - 5.75 Sandy Loam, granular, fine sand, reddish brown, cobbles (SAR= 0.50 gal/sqft/day)
5.75 Sandstone Bedrock
5.75 END OF THE TEST PIT - Refusal

TEST PIT 2 (See Figure 1 for the location of the test pit)
0 - 4.25 Sandy Loam, granular, fine sand, reddish brown (SAR= 0.50 gal/sqft/day)
4.25 - 7.0 Sandy Loam, granular, fine sand, reddish brown, calcareous (SAR= 0.50 gal/sqft/day)
7.0 - 8.5 Sandy Loam, granular, fine sand, reddish brown (SAR= 0.50 gal/sqft/day)
8.5 Sandstone Bedrock
8.5 END OF THE TEST PIT - Refusal

TEST PIT 3 (See Figure 1 for the location of the test pit)
0 - 3.5 Sandy Loam, granular, fine sand, reddish brown (SAR= 0.50 gal/sqft/day)
3.5 - 4.5 Sandy Loam, granular, fine sand, reddish brown, cobbles (SAR= 0.50 gal/sqft/day)
4.5 - 5.5 Sandy Loam, granular, fine sand, reddish brown, calcareous (SAR= 0.50 gal/sqft/day)
5.5 - 9.5 Sandy Loam, granular, fine sand, reddish brown (SAR= 0.50 gal/sqft/day)
9.5 END OF THE TEST PIT - Extent of Equipment

TEST PIT 4 (See Figure 1 for the location of the test pit)
0 - 4.0 Sandy Loam, granular, fine sand, reddish brown (SAR= 0.50 gal/sqft/day)
4.0 - 6.0 Sandy Loam, granular, fine sand, reddish brown, calcareous (SAR= 0.50 gal/sqft/day)
6.0 - 9.5 Sandy Loam, granular, fine sand, reddish brown (SAR= 0.50 gal/sqft/day)
9.5 END OF THE TEST PIT - Extent of Equipment

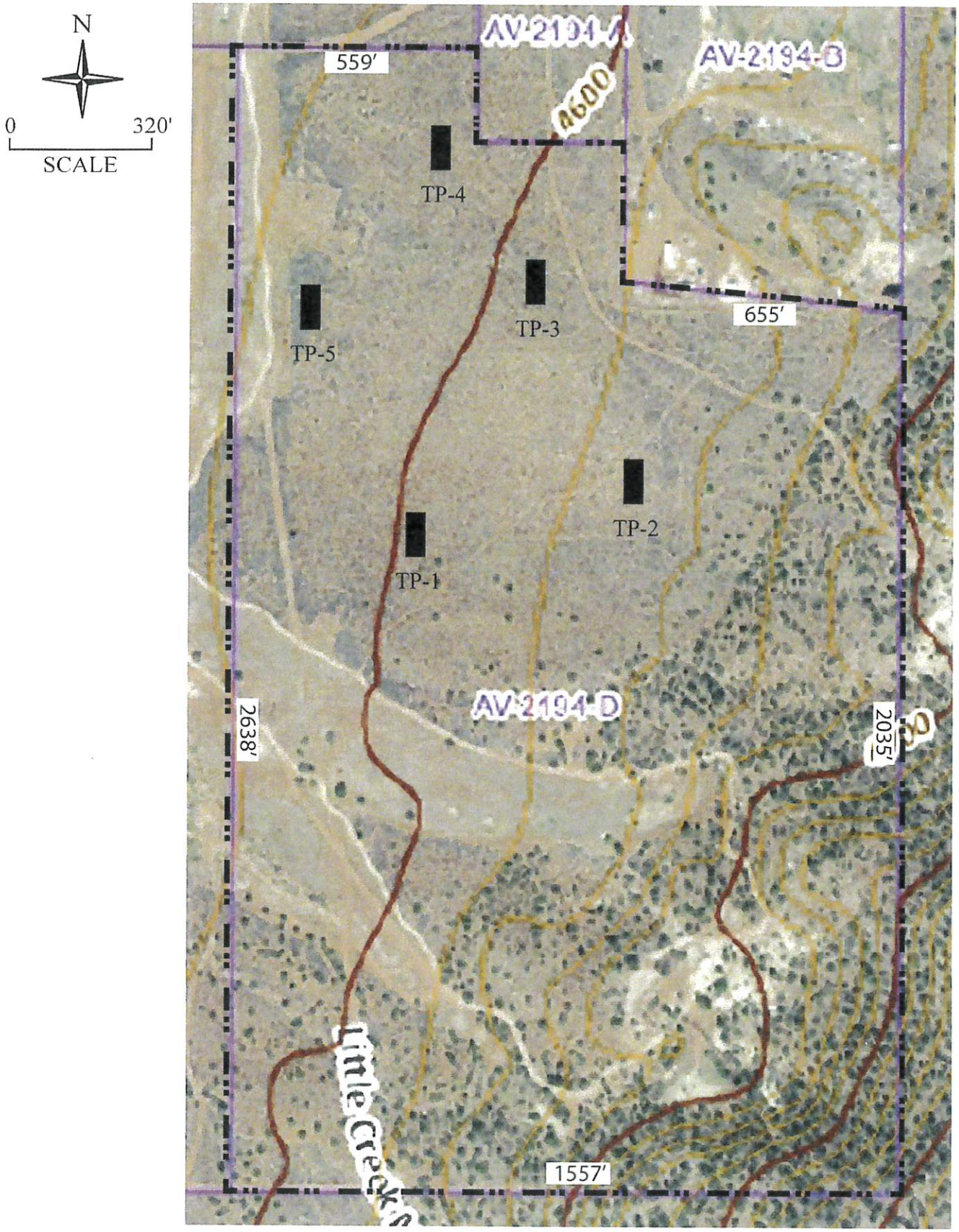
TEST PIT 5 (See Figure 1 for the location of the test pit)
0 - 8.0 Sandy Loam, granular, fine sand, reddish brown (SAR= 0.50 gal/sqft/day)
8.0 Sandstone Bedrock
8.0 END OF THE TEST PIT - Refusal

Date soil exploration(s) conducted: August 24, 2022

Statement of present and maximum anticipated groundwater table throughout the property and area of the proposed absorption system: Not encountered or anticipated
Date groundwater table determined: August 24, 2022

I hereby certify to the best of my knowledge, the forgoing information is correct.
Name: Carson Gardner
Address: 735 East Tabernacle
St. George, UT 84770

Signed: Date: 10-18-22
(Unsigned test certificates will not be accepted)



Geotechnical Testing Services Inc.

Engineering

Consulting

Testing

SITE PLAN

Client: Anish Bhatia
Project: Parcel AV-2194-D
Location: Gould Wash Road - Apple Valley, UT
Number: 12925

Figu

SOUTHERN UTAH TITLE
DOING GOOD DEEDS SINCE 1949

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

File #	234930
Property	(Not Yet Addressed / Unimproved Land), Apple Valley, Utah 84737
Buyer(s)	De La Tierra Holdings LLC, a Utah Limited Liability Company
Seller(s)	Clair W. Hall, Betty Jean Hall, Laron W. Hall, Kokopelli Estates, LLC, John E. Lowe, Nancy S. Lowe, Kokopelli Properties, LLC, a Utah limited liability company, and Kokopelli Homes, LLC, a Utah limited liability company
Escrow Team	Rachel Webb - Escrow Agent (435) 652-4831 | rachel@sutc.com Office Address: 83 South 2600 West, Suite #101, Hurricane, UT 84737
Lender	HD Capital Partners, LLC, a Texas Limited Liability Company



WARNING! DON'T BECOME A VICTIM OF FRAUD.

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

Southern Utah Title Company

Version Log - 8th Am

This version log is for informational purposes only and is not part of the attached form.

The Company adopted a new template for the attached form effective 08-01-2018.

Updates

1	Changed exception #11 content to *"Taxes for the current year 2025 which are liens, but not yet due or payable. (NOTE: Taxes for the year 2024, in the following amount(s), are PAID: $0.62 under Tax Serial No. AV-2169-B, Account No. 0310931 (Affects Parcel 1); $0.69 under Tax Serial No. AV-2196-F, Account No. 0867415 (Affects Parcel 2); $0.21 under Tax Serial No. AV-2196-B, Account No. 0310949 (Affects Parcel 3); $1.49 under Tax Serial No. AV-2196-A-1, Account No. 0158363 (Affects Parcel 4); $4,436.63 under Tax Serial No. AV-2194-D, Account No. 0865774 (Affects Parcel 5); $1,633.07 under Tax Serial No. AV-2194-B, Account No. 0738727 (Affects Parcel 6); $1,916.10 under Tax Serial No. AV-2-2-28-110, Account No. 0892640 (Affects Parcel 7); $93.20 under Tax Serial No. AV-2-2-28-240, Account No. 0885703 (Affects Parcel 8); $3,302.46 under Tax Serial No. AV-2-2-28-220, Account No. 0885710 (Affects Parcel 9); $247.39 under Tax Serial No. AV-2196-C, Account No. 0881453 (Affects Parcel 10); $2,402.66 under Tax Serial No. AV-2196-D, Account No. 0867338 (Affects Parcel 11 and other property); $287.83 under Tax Serial No. AV-2196-E, Account No. 0867345 (Affects Parcel 12); $1,012.19 under Tax Serial No. AV-2196-H, Account No. 0889077 (Affects Parcel 13); $1,312.35 under Tax Serial No. AV-2-2-27-430, Account No. 0892626 (Affects Parcel 14); $969.01 under Tax Serial No. AV-2-2-27-431, Account No. 0892633 (Affects Parcel 15); $7,889.17 under Tax Serial No. AV-2-2-27-432, Account No. 1120179 (Affects Parcel 16); $1,021.10 under Tax Serial No. AV-2-2-28-120, Account No. 0885695 (Affects Parcel 17); $6.85 under Tax Serial No. AV-2-2-28-221, Account No. 0885727 (Affects Parcel 18); $6.85 under Tax Serial No. AV-2196-I, Account No. 0889084 (Affects Parcel 19); and $216.55 under Tax Serial No. AV-2196-G, Account No. 0881460 (Affects Parcel 20).".*
2	Changed property legal description to *"Parcel 1: (AV-2169-B) The West 550.00 feet of the South One-Half of the Southeast Quarter (S½SE¼) of Section 21, Township 42 South, Range 12 West, Salt Lake Base and Meridian. LESS AND EXCEPTING THEREFROM the following described property: Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 440.10 feet; thence South 89°57'28" West 550.00 feet to a point on the center section line of said section; thence North 00°02'32" West 1207.50 feet to the quarter corner common to said Section 28 and Section 21 of said township and range; thence along the center section line of said Section 21 North 00°04'31" West 111.97 feet; North 89°57'28" East 550.00 feet; thence South 00°04'31" East 112.27 feet to a point on the section line common to said sections; thence South 00°02'32" East 767.10 feet to the point of beginning. Parcel 2: (AV-2196-F) Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 440.10 feet; thence South 89°57'28" West 550.00 feet to a point on the center section line of said section; thence North 00°02'32" West 1207.50 feet to the quarter corner common to said Section 28 and Section 21 of said township and range; thence along the center section line of said Section 21 North 00°04'31" West 111.97 feet; North 89°57'28" East 550.00 feet; thence South 00°04'31" East 112.27 feet to a point on the section line common to said sections; thence South 00°02'32" East 767.10 feet to the point of beginning. Parcel 3: (AV-2196-B) The West 550.0 feet of the Northeast Quarter (NE¼) of Section 28, Township 42 South, Range 12 West, Salt Lake Base and Meridian. LESS AND EXCEPTING THEREFROM the following described Parcels A, B, C and D: Parcel A: Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 440.10 feet; thence South 89°57'28" West 550.00 feet to a point on the center section line of said section; thence North 00°02'32" West 1207.50 feet to the quarter corner common to said Section 28 and Section 21 of said township and range; thence along the center section line of said Section 21 North 00°04'31" West 111.97 feet; North 89°57'28" East 550.00 feet; thence South 00°04'31" East 112.27 feet to a point on the section line common to said sections; thence South 00°02'32" East 767.10 feet to the point of beginning. Parcel B: Beginning at a point which lies South 00°00'05" East 767.43 feet along the section line, South 89°59'53" West 2087.37 feet and South 00°02'32" East 440.10 feet from the northwest corner of Section 28 Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 75.48 feet; thence South 87°30'53" West 97.71 feet; thence South 66°54'01" West 138.42 feet; thence South 48°30'45" West 377.82 feet; thence South 24°31'48" West 100.54 feet to a point on the center section line; thence North 00°02'32" West 475.36 feet along said center section line; thence North 89°57'28" East 550.00 feet to the point of beginning. Parcel C: BEGINNING AT THE CENTER QUARTER CORNER, SAID POINT LIES NORTH 00°02'33" WEST 2635.39 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 28 TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE CONTINUING ALONG SAID CENTER SECTION LINE NORTH 00°02'33" WEST 959.46 FEET; THENCE NORTH 24°31'47" EAST 100.54 FEET; THENCE NORTH 48°30'43" EAST 377.82 FEET; THENCE NORTH 66°53'59" EAST 138.42 FEET; THENCE NORTH 87°30'52" EAST 97.71 FEET; THENCE SOUTH 00°02'33" EAST 315.43; THENCE NORTH 86°43'23" WEST 29.88 FEET; THENCE SOUTH 58°35'57" WEST 338.87 FEET; THENCE SOUTH 42°42'29" WEST 173.04 FEET; THENCE SOUTH 11°19'42" EAST 330.57 FEET; THENCE SOUTH 80°20'57" EAST 63.85 FEET; THENCE SOUTH 67°09'34" EAST 62.22 FEET; THENCE NORTH 85°29'20" EAST 160.94 FEET; THENCE NORTH 50°58'19" EAST 79.35 FEET; THENCE NORTH 60°16'04" EAST 34.05 FEET; THENCE SOUTH 00°02'33" EAST 423.47 FEET; THENCE SOUTH 70°51'34" WEST 118.24 FEET TO A POINT ON THE CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE SOUTH 89°55'08" WEST 438.27 FEET TO SAID CENTER QUARTER CORNER AND THE POINT OF BEGINNING. Parcel D: BEGINNING AT A POINT WHICH LIES NORTH 00°02'33" WEST 2635.39 FEET ALONG THE CENTER SECTION LINE AND NORTH 89°55'08" EAST 438.27 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH*

QUARTER CORNER OF SECTION 28 TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 70°51'34" EAST 118.24 FEET; THENCE SOUTH 00°02'33" EAST 38.61 FEET TO A POINT ON SAID CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE SOUTH 89°55'08" WEST 111.73 FEET TO THE POINT OF BEGINNING. Parcel 4: (AV-2196-A-1) BEGINNING AT THE EAST 1/4 OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST SLB&M AND RUNNING THENCE S 89°55'07" W ALONG THE CENTER SECTION LINE OF SAID SECTION, 208.18 FEET TO THE EAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN INSTRUMENT #964069; THENCE CONTINUING ALONG SAID PARCEL THE FOLLOWING FIVE (5) COURSES: S 72°23'01" W 385.53 FEET; THENCE S 76°00'17" W 693.07 FEET; THENCE SOUTH 71°04'18" W 753.41 FEET; THENCE S 71°15'32" W 715.24 FEET TO A POINT ON THE CENTER SECTION LINE OF SECTION 28; THENCE N 0°02'32" W ALONG SAID SECTION LINE 755.03 FEET TO THE CENTER 1/4 OF SECTION 28; THENCE N 89°55'07" E ALONG THE CENTER SECTION LINE OF SECTION 28, 550.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN INSTRUMENT #916997; THENCE N 0°02'32" W ALONG THE EAST LINE OF SAID PARCEL 1874.56 FEET; THENCE N 89°59'53" E 2087.37 FEET TO A POINT ON THE EAST LINE OF SECTION 28; THENCE S 0°04'55" E ALONG SAID SECTION LINE 1871.66 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM the following described Parcels A B C D E F and G: PARCEL A: BEGINNING AT A POINT WHICH LIES SOUTH 00°04'55" EAST 767.43 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SECTION LINE SOUTH 00°04'55" EAST 1192.92 FEET; THENCE SOUTH 61°03'23" WEST 100.67 FEET; THENCE SOUTH 28°56'37" EAST 138.22 FEET; THENCE NORTH 73°16'59" EAST 22.39 FEET TO A POINT ON SAID SECTION LINE; THENCE ALONG SAID SECTION LINE SOUTH 00°04'55" EAST 515.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 27°53'22" EAST 786.72 FEET; THENCE SOUTH 72°25'36" WEST 246.40 FEET; THENCE NORTH 20°31'54" WEST 1,026.49 FEET; THENCE NORTH 07°36'17" EAST 460.65 FEET; THENCE NORTH 17°55'30" WEST 193.28 FEET; THENCE NORTH 46°10'17" WEST 207.37 FEET; THENCE NORTH 39°07'21" WEST 183.77 FEET; THENCE NORTH 32°32'22" EAST 2.54 FEET; THENCE NORTH 57°27'38" WEST 132.87 FEET; THENCE NORTH 77°04'47" WEST 369.51 FEET; THENCE NORTH 00°09'28" WEST 597.19 FEET; THENCE NORTH 89°59'53" EAST 960.76 FEET TO THE POINT OF BEGINNING. PARCEL B: BEGINNING AT A POINT WHICH LIES SOUTH 00°04'56" EAST 1734.18 FEET ALONG THE SECTION LINE AND SOUTH 89°56'34" WEST 633.76 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 02°25'53" WEST 320.31 FEET; THENCE NORTH 84°52'45" WEST 55.23 FEET; THENCE NORTH 57°18'38" WEST 308.59 FEET; THENCE NORTH 81°03'49" WEST 239.45 FEET; THENCE NORTH 13°30'23" EAST 198.04 FEET; THENCE SOUTH 80°57'06" EAST 249.15 FEET; THENCE SOUTH 81°12'32" EAST 275.79 FEET TO THE POINT OF BEGINNING. PARCEL C: Beginning at a point which lies South 00°00'05" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the northwest corner of Section 28 Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 515.58 feet; thence North 87°30'53" East 192.78 feet; thence North 00°02'32" West 507.22 feet; thence South 89°59'53" West 192.60 feet to the paint of beginning. PARCEL D: Beginning at a point which lies North 00°02'33" West 3995.15 feet along the center section line and North 90°00'00" East 550.00 feet from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 87°30'52" East 192.78 feet; thence South 88°48'55" East 449.33 feet; thence South 80°34'56" East 492.73 feet; thence South 77°04'48" East 369.51 feet; thence South 57°27'39" East 132.87 feet; thence South 32°32'21" West 9.60 feet to the point of curvature of a 200.00 foot radius curve concave northwesterly; thence southwesterly 59.02 feet along the are of said curve through a central angle of 16°54'27" to the point of tangency; thence South 49°26'48" West 104.51 feet; thence North 89°49'04" West 811.95 feet; thence North 86°43'23" West 665.85 feet; thence North 00°02'33" West 315.43 feet to the point of beginning. PARCEL E: Beginning at the center quarter corner, said point lies North 00°02'33" West 2635.39 feet along the center section line from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence along the canter section line North 89°55'08" East 438.27 feet; thence leaving said center section line South 70°51'34" West 75.90 feet; thence South 59°11'30" West 236.21 feet to a point on the arc of a 167.50 foot radius non tangent curve concave southerly, the radius point of which lies South 01°22'57" East; thence westerly 102.69 feet along the arc of said curve through a central angle of 35°07'40" to a point on a non tangent line; thence along said non tangent line North 21°01'53" West 37.76 feet; thence North 55°59'47" West 65.67 feet to a point on said center section line; thence along said center section line North 00°02'33" West 106.09 feet to said center quarter corner and the point of beginning. PARCEL F: Beginning at a point which lies thence North 00°02'33" West 1880.33 feet along the center section line and North 71°15'25" East 561.72 feet from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 68°46'37" West 21.14 feet; thence North 81°18'45" West 84.05 feet; thence North 69°23'54" West 205.42 feet; thence North 51°24'23" West 258.68 feet to a point on the arc of a 133.56 foot radius non tangent curve concave southeasterly, the radius point of which lies North 86°53'56" East; thence northeasterly 120.65 feet along the arc of said curve through a central angle of 51°45'27" to a point on a radial line; thence along said radial line South 41°14'42" East 20.11 feet; thence South 76°22'48" East 720.83 feet, thence North 82°43'41" East 208.07 feet; thence North 01°54'52" East 300.96 feet; thence North 39°51'24" West 216.97 feet; thence North 01°36'05" East 81.87 feet; thence North 47°33'32" West 36.22 feet; thence South 59°17'33" West 280.29 feet; thence South 70°51'34" West 59.50 feet; thence North 00°02'33" West 423.47 feet; thence North 60°16'04" East 44.54 feet to the point of curvature of a 36.00 foot radius curve concave northwesterly; thence northeasterly 40.12 feet along the arc of said curve through a central angle of 63°51'39" to the point of tangency; thence North 03°35'35" West 44.49 feet to the point of curvature of a 74.00 foot radius curve concave southeasterly; thence northeasterly 89.51 feet along the arc of said curve through a central angle of 69°18'25" to the point of tangency; thence North 65°42'50" East 291.66 feet to the point of curvature of a 426.00 foot radius curve concave southerly; thence easterly 166.67 feet along the arc of said curve through a central angle of 22°25'02" to the point of tangency; thence North 88°07'52" East 366.60 feet; thence South 13°30'23" West 7.75 feet; thence South 81°03'49" East 239.45 feet; thence South 57°18'38" East 308.59 feet; thence South 84°52'45" East 55.23 feet; thence North 02°25'53" East 331.50 feet; thence North 49°26'48" East 174.48 feet to the point of curvature of a 110.00 foot radius curve concave southeasterly; thence northeasterly 68.80 feet along the arc of said curve through a central angle of 35°50'14" to a point on a non tangent line; thence along said non tangent line South 39°07'22" East 102.22 feet, thence South 46°10'18" East 207.37 feet; thence South 17°55'31" East 193.28 feet; thence South 07°36'16" West 480.65 feet, thence South 20°31'55" East 204.81 feet to a point on the

center section line; thence along said center section line South 89°55'08" West 53.14 feet; thence leaving said center section line South 72°23'02" West 292.96 feet; thence North 33°48'33" West 86.31 feet; thence North 28°09'00" West 114.23 feet; thence North 16°35'39" West 119.01 feet; thence North 63°07'55" West 176.58 feet; thence North 73°34'12" West 215.58 feet; thence South 89°23'22" West 277.97 feet; thence South 61°56'20" West 212.98 feet; thence South 26°48'13" East 305.56 feet; thence South 34°40'51" East 273.67 feet; thence South 76°00'18" West 90.83 feet; thence South 71°04'19" West 753.41 feet; thence South 71°15'25" West 153.50 feet to the point of beginning. PARCEL G: Beginning at a point which lies South 00°04'56" East 1960.35 feet along the section line from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°04'56" East 163.24 feet along said section line; thence South 73°16'58" West 22.38 feet; thence North 28°56'38" West 138.22 feet; thence North 61°03'22" East 100.67 feet to a point on said section line and the point of beginning. Parcel 5: (AV-2194-D) Beginning at a point North 89°53'25" East along the South section line 1080.46 feet from the Southwest corner of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian; and running thence North 0°04'17" West 2638.65 feet to a point on the center section line; thence North 89°54'58" East along said center section line 559.35 feet to a point on a parcel more particularly described in document #20070025178, filed and on record at Washington County Recorder's Office, State of Utah; thence along said parcel the following two (2) courses: South 0°03'58" East 218.34 feet; thence North 89°53'25" East 346.55 feet to a point on a parcel more particularly described in instrument #917739, filed and on record at Washington County Recorder's Office, state of Utah; thence along said parcel the following two (2) courses: South 0°03'58" East 321.36 feet; thence South 84°32'14" East 655.48 feet to the center section line; thence South 0°03'39" East along said center section line 2035.05 feet to the South quarter corner of said Section 27; thence South 89°53'25" West along the South Section line 1557.90 feet to the point of beginning. Parcel 6: (AV-2194-B) Commencing at the Southwest Corner of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian; and running thence North 89°56'17" East 2639.07 feet to the South Quarter Corner of said Section 27; thence North 0°01'06" West along the Quarter Section Line 2035.00 feet to the true point of beginning; thence North 84°29'22" West 656.00 feet; thence North 0°01'06" West 908.32 feet to the fenceline on the South side of the road; thence North 59°01'33" East along the fenceline 761.40 feet to the Quarter Section Line; thence South 0°01'06" East 1363.17 feet to the true point of beginning. Parcel 7: (AV-2-2-28-110) Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line from the section corner common to Sections 21, 22, 27, and 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 89°59'57" West 26.61 feet, said point being the point of beginning; thence South 89°59'51" West, 2060.80 feet; thence North 0°02'33" West, 428.00 feet; thence North 89°59'51" East, 1983.98 feet; to a non-tangent point on a 1567.00 foot radius curve to the right (radius point bears South 71°48'23" West), thence southerly along the arc of said curve 436.30 feet through a central angle of 15°57'10" to the point of beginning. Parcel 8: (AV-2-2-28-240) Beginning at the center quarter corner, said point lies North 00°02'33" West 2635.39 feet along the center section line from the south quarter comer of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence along the center section line North 89°55'08" East 438.27 feet; thence leaving said center section line South 70°51'34" West 75.90 feet; thence South 59°11'30" Wast 236.21 feet to a point on the arc of a 167.50 foot radius non tangent curve concave southerly, the radius point of which lies South 01°22'57" East; thence westerly 102.69 feet along the arc of said curve through a central angle of 35°07'40" to a point on a non tangent line; thence along said non tangent line North 21°01'53" West 37.76 feet; thence North 55°59'47" West 65.67 feet to a point on said center section line; thence along said center section line North 00°02'33" West 106.09 feet to said center quarter comer and the point of beginning. Parcel 9: (AV-2-2-28-220) Beginning at a point which lies thence North 00°02'33" West 1880.33 feet along the center section line and North 71°15'25" East 561.72 feet from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 68°46'37" West 21.14 feet; thence North 81°18'45" West 84.05 feet; thence North 69°23'54" West 205.42 feet; thence North 51°24'23" West 258.68 feet to a point on the arc of a 133.56 foot radius non tangent curve concave southeasterly, the radius point of which lies North 86°53'56" East; thence northeasterly 120.65 feet along the arc of said curve through a central angle of 51°45'27" to a point on a radial line; thence along said radial line South 41°14'42" East 20.11 feet; thence South 76°22'48" East 720.83 feet, thence North 82°43'41" East 208.07 feet; thence North 01°54'52" East 300.96 feet; thence North 39°51'24" West 216.97 feet; thence North 01°36'05" East 81.87 feet; thence North 47°33'32" West 36.22 feet; thence South 59°17'33" West 280.29 feet; thence South 70°51'34" West 59.50 feet; thence North 00°02'33" West 423.47 feet; thence North 60°16'04" East 44,54 feet to the point of curvature of a 36.00 foot radius curve concave northwesterly; thence northeasterly 40.12 feet along the arc of said curve through a central angle of 63°51'38" to the point of tangency; thence North 03°35'35" West 44.49 feet to the point of curvature of a 74.00 foot radius curve concave southeasterly; thence northeasterly 89.51 feet along the arc of said curve through a central angle of 69°18'25" to the point of tangency; thence North 65°42'50" East 291.66 feet to the point of curvature of a 426.00 foot radius curve concave southerly; thence easterly 166.67 feet along the arc of said curve through a central angle of 22°25'02" to the point of tangency; thence North 88°07'52" East 366.60 feet; thence South 13°30'23" West 7.75 feet; thence South 81°03'49" East 239.45 feet; thence South 57°18'38" East 308.59 feet; thence South 84°52'45" East 65.23 feet; thence North 02°25'53" East 331.50 feet; thence North 49°26'48" East 174.48 feet to the point of curvature of a 110.00 foot radius curve concave southeasterly; thence northeasterly 68.80 feet along the arc of said curve through a central angle of 35°50'14" to a point on a non tangent line; thence along said non tangent line South 39°07'22" East 102.22 feet, thence South 46°10'18" East 207.37 feet; thence South 17°55'31" East 193.28 feet; thence South 07°36'16" West 480.65 feet, thence South 20°31'55" East 204.81 feet to a point on the center section line; thence along said center section line South 89°55'08" West 53.14 feet; thence leaving said center section line South 72°23'02" West 292.96 feet; thence North 33°48'33" West 86.31 feet; thence North 28°08'00" West 114.23 feet; thence North 16°35'39" West 119.01 feet; thence North 63°07'55" West 176.58 feet; thence North 73°34'12" West 215.58 feet; thence South 89°23'22" West 277.97 feet; thence South 61°56'20" West 212.98 feet; thence South 26°48'13" East 305.66 feet; thence South 34°40'51" East 273.67 feet; thence South 76°0018" West 90.83 feet; thence South 71°04'19" West 753.41 feet; thence South 71°15'25" West 153.50 feet to the point of beginning. Parcel 10: (AV-2196-C) Beginning at a point which lies South 00°00'05" East 767.43 feet along the section tine, South 89°59'53" West 2087.37 feet and South 00°02'32" East 440.10 feet from the Northwest corner of Section 28 Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 75.48 feet; thence South 87°30'53" West 97.71 feet; thence South 66°54'01" West 138.42 feet; thence South 48°30'45" West 377.82 feet; thence South 24°31'48" West 100.54 feet to a point on the center section line; thence North 00°02'32" West 475.36 feet along said center section line; thence North 89°57'28" East 550.00 feet to the point of beginning. Parcel 11: (AV-2196-D) BEGINNING AT A POINT WHICH LIES SOUTH 00°04°55" EAST 767.43 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 42

*SOUTH, RANGE 12 WEST, OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SECTION L SOUTH 00°04°55" EAST 1192.92 FEET; THENCE SOUTH 61°03'23" WEST 100.67 FEET; THENCE SOUTH 28°56'37" EAST 138.22 FEET; THENCE NORTH 73°16°59" EAST 22.39 FEET TO A POINT ON SAID SECTION LINE; THENCE ALONG SAID SECTION LINE SOUTH 00°04°55" EAST 515.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 27°53°22" EAST 786.72 FEET; THENCE SOUTH 72°25°36" WEST 246.40 FEET; THENCE NORTH 20°31'54" WEST 1026.49 FEET; THENCE NORTH 7°36'17" EAST 460.65 FEET; THENCE NORTH 17°55'30" WEST 193.28 FEET; THENCE NORTH 46°10°17° WEST 207.37 FEET; THENCE NORTH 39°07°21" WEST 183,77 FEET; THENCE NORTH 32°32'22" EAST 2.54 FEET; THENCE NORTH 57°27'38" WEST 132.87 FEET; THENCE NORTH 77°04°47" WEST 369.51 FEET; THENCE NORTH 00°09°28" WEST 597.19 FEET; THENCE NORTH 89°59'53" EAST 960.76 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING FROM THE ABOVE DESCRIBED PARCEL ANY PORTION LYING WITHIN THE SOUTHEAST QUARTER OF SECTION SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN AND THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN. Parcel 12: (AV-2196-E) BEGINNING AT A POINT WHICH LIES SOUTH 00°04°56" EAST 1734.18 FEET ALONG THE SECTION LINE AND SOUTH 89°56'34" WEST 633.76 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 02°25'53" WEST 320.31 FEET; THENCE NORTH 84°52'45" WEST 55.23 FEET, THENCE NORTH 57°18°38" WEST 308.59 FEET; THENCE NORTH 81°03'49" WEST 239.45 FEET; THENCE NORTH 13°30'23" EAST 198.04 FEET; THENCE SOUTH 80°57°06" EAST 249.15 FEET; THENCE SOUTH 81°12'32" EAST 275.79 FEET TO THE POINT OF BEGINNING. Parcel 13: (AV-2196-H) BEGINNING AT THE CENTER QUARTER CORNER, SAID POINT LIES NORTH 00°02°33" WEST 2635.39 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 28 TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE CONTINUING ALONG SAID CENTER SECTION LINE NORTH 00°02°33" WEST 959.46 FEET; THENCE NORTH 24°31°47" EAST 100.54 FEET; THENCE NORTH 48°30'43" EAST 377.82 FEET; THENCE NORTH 66*53'59" EAST 138.42 FEET; THENCE NORTH 87°30°52" EAST 97.71 FEET; THENCE SOUTH 00°02'33" EAST 315.43; THENCE NORTH 86°43°23" WEST 29.88 FEET; THENCE SOUTH 58°35'57" WEST 338.87 FEET; THENCE SOUTH 42°42°29" WEST 173.04 FEET; THENCE SOUTH 11°19°42" EAST 330.57 FEET; THENCE SOUTH 80°20'57" EAST 63.85 FEET; THENCE SOUTH 67°09°34" EAST 62.22 FEET; THENCE NORTH 85°29°20" EAST 160.94 FEET; THENCE NORTH 50°58'19" EAST 79.35 FEET; THENCE NORTH 60°16°04" EAST 34.05 FEET; THENCE SOUTH 00°02'33" EAST 423.47 FEET; THENCE SOUTH 70°51°34" WEST 118.24 FEET TO A POINT ON THE CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE SOUTH 89°35°08" WEST 438.27 FEET TO SAID CENTER QUARTER CORNER AND THE POINT OF BEGINNING. Parcel 14: (AV-2-2-27-430) Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line from the section corner common to Sections 21, 22, 27, and 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 89°59'57" West 26.61 feet to a point on the arc of a 1567.00 foot radius non tangent curve concave westerly, the radius point of which lies South 87°45'34" West; thence northerly 776.35 feet along the arc of said curve through a central angle of 28°23'11" to the point of tangency; thence North 30°37'37" West 314.64 feet to the point of curvature of a 1700.00 foot radius curve concave easterly; thence northerly 1120.54 feet along the arc of said curve through a central angle of 37°45'58" to a point on the south sixteenth line of said Section 21; thence along said south sixteenth line North 89°58'28" East 66.54 feet to a point on the arc of a 1634.00 foot radius non tangent curve concave easterly, the radius point of which lies South 82°34'11" East; thence southerly 1085.34 feet along the arc of said curve through a central angle of 38°03'26" to the point of tangency; thence South 30°37'37" East 314.64 feet to the point of curvature of a 1633.00 foot radius curve concave westerly; thence southerly 870.57 feet along the arc of said curve through a central angle of 30°32'42" to the point of tangency; thence South 00°04'55" East 1152.94 feet; thence North 59°04'56" East 721.40 feet to a point on the west sixty forth line of said Section 27; thence along said west-west sixty forth line South 00°04'38" East 1029.48 feet to a point on the center section line of said Section 27; thence along said center section line South 89°54'50" West 659.84 feet to the quarter corner common to said Sections 27 and 28; thence along the section line North 00°04'55" West 1871.68 feet to the point of beginning. Parcel 15: (AV-2-2-27-431) Beginning at a point which lies South 00°04'55" East 1454.97 feet along the section line from the section corner common to Sections 21, 22, 27, and 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 89°55'05" East 40.48 feet, said point being the point of beginning; thence North 59°07'02" East, 1000.00 feet; thence South 30°52'58" East, 438.47 feet; thence South 89°55'00" West, 463.87 feet; thence South 0°03'17" East, 290.03 feet; thence South 59°07'02" West, 721.18 feet; thence North 0°04'55" West, 523.89 feet; to the point of beginning. Parcel 16: (AV-2-2-27-432) BEGINNING AT A POINT BEING NORTH 89°54'51" EAST 659.96 FEET ALONG THE CENTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 42 SOUTH RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°04'47" WEST 1319.55 FEET TO THE SIXTEENTH LINE; THENCE NORTH 89°55'03" EAST 783.30 FEET TO THE FLOWLINE OF GOULDS WASH; THENCE ALONG THE FLOWLINE OF GOULDS WASH THE FOLLOWING 22 COURSES, NORTH 66°55'39" EAST 25.75 FEET; THENCE 27.02 FEET ALONG THE ARC OF A 59.43 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°03'11", WITH A CHORD BEARING OF NORTH 53°54'04" EAST AND A CHORD LENGTH OF 26.79 FEET TO A COMPOUND CURVE; THENCE 28.36 FEET ALONG THE ARC OF A 129.84 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°30'56", WITH A CHORD BEARING OF NORTH 34°37'00" EAST AND A CHORD LENGTH OF 28.31 FEET; THENCE NORTH 28°21'32" EAST 75.24 FEET; THENCE 69.55 FEET ALONG THE ARC OF A 383.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'15", WITH A CHORD BEARING OF NORTH 33°33'40" EAST AND A CHORD LENGTH OF 69.45 FEET; THENCE NORTH 38°45'47" EAST 232.66 FEET; THENCE 131.23 FEET ALONG THE ARC OF A 722.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'50", WITH A CHORD BEARING OF NORTH 43°58'12" EAST AND A CHORD LENGTH OF 131.05 FEET; THENCE NORTH 49°10'37" EAST 25.98 FEET THENCE 68.03 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°42'16", WITH A CHORD BEARING OF NORTH 55°01'45" EAST AND A CHORD LENGTH OF 67.91 FEET; THENCE NORTH 60°52'53" EAST 80.09 FEET; THENCE 89.64 FEET ALONG THE ARC OF A 680.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°33'11", WITH A CHORD BEARING OF NORTH 64°39'28" EAST AND A CHORD LENGTH OF 89.58 FEET; THENCE NORTH 68°26'04" EAST 109.15 FEET; THENCE 96.79 FEET ALONG THE ARC OF A 733.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A*

CENTRAL ANGLE OF 07°33'57", WITH A CHORD BEARING OF NORTH 64°39'06" EAST AND A CHORD LENGTH OF 96.7 FEET TO A REVERSE CURVE; THENCE 126.88 FEET ALONG THE ARC OF A 600.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°06'58", WITH A CHORD BEARING OF NORTH 66°55'36" EAST AND A CHORD LENGTH OF 126.64 FEET; THENCE NORTH 72°59'05" EAST 34.20 FEET; THENCE 38.43 FEET ALONG THE ARC OF A 135.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°18'35", WHOSE RADIUS BEARS NORTH 16°56'26" WEST, WITH A CHORD BEARING OF NORTH 64°54'16" EAST AND A CHORD LENGTH OF 38.30 FEET TO A COMPOUND CURVE, THENCE 78.24 FEET ALONG THE ARC OF A 288.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15°33'53", WITH A CHORD BEARING OF NORTH 48°58'02" EAST AND A CHORD LENGTH OF 78.00 FEET: THENCE NORTH 41°06'37" EAST 72.34 FEET; THENCE NORTH 46°31'48" EAST 31.66 FEET; THENCE NORTH 74°13'23" EAST 28.74 FEET; THENCE NORTH 80°18'58" EAST 33.64 FEET; THENCE SOUTH 81°36'05" EAST 34.61 FEET TO THE CENTER SECTION LINE; THENCE NORTH 00°04'18" WEST 280.57 FEET; THENCE NORTH 89°53'53" EAST 1117.63 FEET; THENCE SOUTH 00°05'00" EAST 199.84 FEET; THENCE NORTH 89°53'53" EAST 425.00 FEET; THENCE SOUTH 00°05'00" EAST 954.76 FEET TO THE SIXTEENTH LINE; THENCE SOUTH 89°54'24" WEST 1542.85 FEET TO THE SIXTEENTH CORNER; THENCE SOUTH 00°04'18" EAST 559.46 FEET; THENCE SOUTH 58°58'21" WEST 760.85 FEET; THENCE NORTH 00°04'33" WEST 15.26 FEET; THENCE SOUTH 59°57'46" WEST 400.00 FEET; THENCE SOUTH 00°04'33" EAST 184.39 FEET TO THE CENTER SECTION LINE; THENCE SOUTH 89°55'03" WEST 980.91 FEET; TO THE POINT OF BEGINNING. Parcel 17: (AV-2-2-28-120) Beginning at a point which lies North 00°02'33" West 3995.15 feet along the center section line and North 90°00'00" East 550.00 feet from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 87°30'52" East 192.78 feet; thence South 88°48'55" East 449.33 feet; thence South 80°34'56" East 492.73 feet; thence South 77°04'48" East 369.51 feet; thence South 57°27'39" East 132.87 feet; thence South 32°32'21" West 9.60 feet to the point of curvature of a 200.00 foot radius curve concave northwesterly; thence southwesterly 59.02 feet along the are of said curve through a central angle of 16°54'27" to the point of tangency; thence South 49°26'48" West 104.51 fast; thence North 89°49'04" West 811.95 feet; thence North 86°43'23" West 665.85 feet; thence North 00°02'33" West 315.43 feet to the point of beginning. Parcel 18: (AV-2-2-28-221) Beginning at a point which lies South 00°04'56" East 1960.35 feet along the section line from the northeast corer of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°04'S6" East 163.24 feet along said section line; thence South 73°16'58" West 22.38 feet; thence North 28°56'38" West 138.22 feet; thence North 61°03'22" East 100.67 feet to a point on said section line and the point of beginning. Parcel 19: (AV-2196-I) BEGINNING AT A POINT WHICH LIES NORTH 00°02'33" WEST 2635.39 FEET ALONG THE CENTER SECTION LINE AND NORTH 89°55'08" EAST 438.27 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 70°51'34" EAST 118.24 FEET; THENCE SOUTH 00°02'33" EAST 38.61 FEET TO A POINT ON SAID CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE SOUTH 89°55'08" WEST 111.73 FEET TO THE POINT OF BEGINNING. Parcel 20: (AV-2196-G) Beginning at a point which lies South 00°00'05" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the Northwest corner of Section 28 Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 515.58 feet; thence North 87°30'53" East 192.78 feet; thence North 00°02'32" West 507.22 feet; thence South 89°59'53" West 192.60 feet to the point of beginning. ".

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
SOUTHERN UTAH TITLE COMPANY
AUTHORIZED AGENT FOR OLD REPUBLIC TITLE INSURANCE COMPANY, INSURER

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *Southern Utah Title Company* (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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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 McPhie
Authorized Signatory

Joseph McPhie, Agent #84989

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*

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

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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.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements;
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

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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.

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.

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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.

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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Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 5.e.:
Issuing Office File Number: 234930 - 8th Amended
Issuing Office: Southern Utah Title Company
Escrow Agent: Rachel Webb
Escrow Agent Utah License Number: 214980
Escrow Agent Contact: (435) 652-4831 | rachel@sutc.com
Searcher: Todd Pryor
Property Land Type: Vacant Land
Property Address: (Not Yet Addressed / Unimproved Land), Apple Valley, Utah 84737

Authorized Agent for Insurer

Extended Loan Policy
Common Endorsements/Pricing: See attached reference

SCHEDULE A

1. Commitment Date: June 20, 2025 at 7:00AM

2. Policy to be issued:
   (a)
   Proposed Insured: **(De La Tierra Holdings LLC, a Utah limited liability company)**
   Proposed Amount of Insurance: Premium:
   (b) ALTA Loan Policy
   Proposed Insured: **HD Capital Partners, LLC, a Texas Limited Liability Company, its successors and each successor in ownership of the indebtedness secured by the insured Deed of Trust**
   Proposed Amount of Insurance: **$11,952,492.00** Premium: **$12,249.00**
   Proposed Endorsements: **ARBITRATION-06, 9-06, Alta 18.1-06R, Alta 19-06R, 26, 41, SCR1 (ORT4637 UT)** Endorsement Premium: **$910.00**

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:
   See attached Exhibit A-Vesting

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

   See attached Exhibit A-Legal Description

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EXHIBIT A
Vesting

Clair W. Hall and Betty Jean Hall, Husband and Wife, as Joint Tenants with Full Rights of Survivorship, as to Parcels 1 and 3;

Clair W. Hall and Betty Jean Hall, Husband and Wife as Joint Tenants, as to Parcel 2;

Laron W. Hall, as to Parcel 4;

De La Tierra Holdings LLC, a Utah limited liability company, as to Parcels 5, 6 and 16;

Kokopelli Estates, LLC, as to Parcels 7, 14 and 15;

John Lowe, as to Parcels 8, 9, 17 and 18;

John E. Lowe and Nancy S. Lowe, as to Parcels 10 and 20;

Kokopelli Properties, LLC, a Utah limited liability company, as to Parcels 11 and 12; and

Kokopelli Properties, LLC, as to Parcel 13

Kokopelli Homes, LLC, a Utah limited liability company, as to Parcel 19

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EXHIBIT A
Legal Description

Parcel 1:
(AV-2169-B)

The West 550.00 feet of the South One-Half of the Southeast Quarter (S½SE¼) of Section 21, Township 42 South, Range 12 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM the following described property:

Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 440.10 feet; thence South 89°57'28" West 550.00 feet to a point on the center section line of said section; thence North 00°02'32" West 1207.50 feet to the quarter corner common to said Section 28 and Section 21 of said township and range; thence along the center section line of said Section 21 North 00°04'31" West 111.97 feet; North 89°57'28" East 550.00 feet; thence South 00°04'31" East 112.27 feet to a point on the section line common to said sections; thence South 00°02'32" East 767.10 feet to the point of beginning.

Parcel 2:
(AV-2196-F)

Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 440.10 feet; thence South 89°57'28" West 550.00 feet to a point on the center section line of said section; thence North 00°02'32" West 1207.50 feet to the quarter corner common to said Section 28 and Section 21 of said township and range; thence along the center section line of said Section 21 North 00°04'31" West 111.97 feet; North 89°57'28" East 550.00 feet; thence South 00°04'31" East 112.27 feet to a point on the section line common to said sections; thence South 00°02'32" East 767.10 feet to the point of beginning.

Parcel 3:
(AV-2196-B)

The West 550.0 feet of the Northeast Quarter (NE¼) of Section 28, Township 42 South, Range 12 West, Salt Lake Base and Meridian.

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

Parcel A:
Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 440.10 feet; thence South 89°57'28" West 550.00 feet to a point on the center section line of said section; thence North 00°02'32" West 1207.50 feet to the quarter corner common to said Section 28 and Section 21 of said township and range; thence along the center section line of said Section 21 North 00°04'31" West 111.97 feet; North 89°57'28" East 550.00 feet; thence South 00°04'31" East 112.27 feet to a point on the section line common to said sections; thence South 00°02'32" East 767.10 feet to the point of beginning.

Parcel B:
Beginning at a point which lies South 00°00'05” East 767.43 feet along the section line, South 89°59'53" West 2087.37 feet and South 00°02'32" East 440.10 feet from the northwest corner of Section 28 Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 75.48 feet; thence South 87°30'53" West 97.71 feet; thence South 66°54'01" West 138.42 feet; thence South 48°30'45" West 377.82 feet; thence South 24°31'48” West 100.54 feet to a point on the center section line; thence North 00°02'32" West 475.36 feet along said

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center section line; thence North 89°57'28" East 550.00 feet to the point of beginning.

Parcel C:
BEGINNING AT THE CENTER QUARTER CORNER, SAID POINT LIES NORTH 00°02'33" WEST 2635.39 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 28 TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE CONTINUING ALONG SAID CENTER SECTION LINE NORTH 00°02'33" WEST 959.46 FEET; THENCE NORTH 24°31'47" EAST 100.54 FEET; THENCE NORTH 48°30'43" EAST 377.82 FEET; THENCE NORTH 66°53'59" EAST 138.42 FEET; THENCE NORTH 87°30'52" EAST 97.71 FEET; THENCE SOUTH 00°02'33" EAST 315.43; THENCE NORTH 86°43'23" WEST 29.88 FEET; THENCE SOUTH 58°35'57" WEST 338.87 FEET; THENCE SOUTH 42°42'29" WEST 173.04 FEET; THENCE SOUTH 11°19'42" EAST 330.57 FEET; THENCE SOUTH 80°20'57" EAST 63.85 FEET; THENCE SOUTH 67°09'34" EAST 62.22 FEET; THENCE NORTH 85°29'20" EAST 160.94 FEET; THENCE NORTH 50°58'19" EAST 79.35 FEET; THENCE NORTH 60°16'04" EAST 34.05 FEET; THENCE SOUTH 00°02'33" EAST 423.47 FEET; THENCE SOUTH 70°51'34" WEST 118.24 FEET TO A POINT ON THE CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE SOUTH 89°55'08" WEST 438.27 FEET TO SAID CENTER QUARTER CORNER AND THE POINT OF BEGINNING.

Parcel D:
BEGINNING AT A POINT WHICH LIES NORTH 00°02'33" WEST 2635.39 FEET ALONG THE CENTER SECTION LINE AND NORTH 89°55'08" EAST 438.27 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 28 TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 70°51'34" EAST 118.24 FEET; THENCE SOUTH 00°02'33" EAST 38.61 FEET TO A POINT ON SAID CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE SOUTH 89°55'08" WEST 111.73 FEET TO THE POINT OF BEGINNING.

Parcel 4:
(AV-2196-A-1)

BEGINNING AT THE EAST 1/4 OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST SLB&M AND RUNNING THENCE S 89°55'07" W ALONG THE CENTER SECTION LINE OF SAID SECTION, 208.18 FEET TO THE EAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN INSTRUMENT #964069; THENCE CONTINUING ALONG SAID PARCEL THE FOLLOWING FIVE (5) COURSES: S 72°23'01" W 385.53 FEET; THENCE S 76°00'17" W 693.07 FEET; THENCE SOUTH 71°04'18" W 753.41 FEET; THENCE S 71°15'32" W 715.24 FEET TO A POINT ON THE CENTER SECTION LINE OF SECTION 28; THENCE N 0°02'32" W ALONG SAID SECTION LINE 755.03 FEET TO THE CENTER 1/4 OF SECTION 28; THENCE N 89°55'07" E ALONG THE CENTER SECTION LINE OF SECTION 28, 550.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN INSTRUMENT #916997; THENCE N 0°02'32" W ALONG THE EAST LINE OF SAID PARCEL 1874.56 FEET; THENCE N 89°59'53" E 2087.37 FEET TO A POINT ON THE EAST LINE OF SECTION 28; THENCE S 0°04'55" E ALONG SAID SECTION LINE 1871.66 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM the following described Parcels A B C D E F and G:

PARCEL A:
BEGINNING AT A POINT WHICH LIES SOUTH 00°04'55" EAST 767.43 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SECTION LINE SOUTH 00°04'55" EAST 1192.92 FEET; THENCE SOUTH 61°03'23" WEST 100.67 FEET; THENCE SOUTH 28°56'37" EAST 138.22 FEET; THENCE NORTH 73°16'59" EAST 22.39 FEET TO A POINT ON SAID SECTION LINE; THENCE ALONG SAID SECTION LINE SOUTH 00°04'55" EAST 515.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 27°53'22" EAST 786.72 FEET; THENCE SOUTH 72°25'36" WEST 246.40 FEET; THENCE NORTH 20°31'54" WEST 1,026.49 FEET; THENCE NORTH 07°36'17" EAST 460.65 FEET; THENCE NORTH 17°55'30" WEST 193.28 FEET; THENCE NORTH 46°10'17" WEST 207.37 FEET; THENCE NORTH 39°07'21" WEST 183.77 FEET; THENCE NORTH 32°32'22" EAST 2.54 FEET; THENCE NORTH 57°27'38" WEST 132.87 FEET; THENCE NORTH 77°04'47" WEST 369.51 FEET;

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THENCE NORTH 00°09'28" WEST 597.19 FEET; THENCE NORTH 89°59'53" EAST 960.76 FEET TO THE POINT OF BEGINNING.

PARCEL B:
BEGINNING AT A POINT WHICH LIES SOUTH 00°04'56" EAST 1734.18 FEET ALONG THE SECTION LINE AND SOUTH 89°56'34" WEST 633.76 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 02°25'53" WEST 320.31 FEET; THENCE NORTH 84°52'45" WEST 55.23 FEET; THENCE NORTH 57°18'38" WEST 308.59 FEET; THENCE NORTH 81°03'49" WEST 239.45 FEET; THENCE NORTH 13°30'23" EAST 198.04 FEET; THENCE SOUTH 80°57'06" EAST 249.15 FEET; THENCE SOUTH 81°12'32" EAST 275.79 FEET TO THE POINT OF BEGINNING.

PARCEL C:
Beginning at a point which lies South 00°00'05" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the northwest corner of Section 28 Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 515.58 feet; thence North 87°30'53" East 192.78 feet; thence North 00°02'32" West 507.22 feet; thence South 89°59'53" West 192.60 feet to the paint of beginning.

PARCEL D:
Beginning at a point which lies North 00°02'33" West 3995.15 feet along the center section line and North 90°00'00" East 550.00 feet from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 87°30'52" East 192.78 feet; thence South 88°48'55" East 449.33 feet; thence South 80°34'56" East 492.73 feet; thence South 77°04'48" East 369.51 feet; thence South 57°27'39" East 132.87 feet; thence South 32°32'21" West 9.60 feet to the point of curvature of a 200.00 foot radius curve concave northwesterly; thence southwesterly 59.02 feet along the are of said curve through a central angle of 16°54'27" to the point of tangency; thence South 49°26'48" West 104.51 feet; thence North 89°49'04" West 811.95 feet; thence North 86°43'23" West 665.85 feet; thence North 00°02'33" West 315.43 feet to the point of beginning.

PARCEL E:
Beginning at the center quarter corner, said point lies North 00°02'33" West 2635.39 feet along the center section line from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence along the canter section line North 89°55'08" East 438.27 feet; thence leaving said center section line South 70°51'34" West 75.90 feet; thence South 59°11'30" West 236.21 feet to a point on the arc of a 167.50 foot radius non tangent curve concave southerly, the radius point of which lies South 01°22'57" East; thence westerly 102.69 feet along the arc of said curve through a central angle of 35°07'40" to a point on a non tangent line; thence along said non tangent line North 21°01'53" West 37.76 feet; thence North 55°59'47" West 65.67 feet to a point on said center section line; thence along said center section line North 00°02'33" West 106.09 feet to said center quarter corner and the point of beginning.

PARCEL F:
Beginning at a point which lies thence North 00°02'33" West 1880.33 feet along the center section line and North 71°15'25" East 561.72 feet from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 68°46'37" West 21.14 feet; thence North 81°18'45" West 84.05 feet; thence North 69°23'54" West 205.42 feet; thence North 51°24'23" West 258.68 feet to a point on the arc of a 133.56 foot radius non tangent curve concave southeasterly, the radius point of which lies North 86°53'56" East; thence northeasterly 120.65 feet along the arc of said curve through a central angle of 51°45'27" to a point on a radial line; thence along said radial line South 41°14'42" East 20.11 feet; thence South 76°22'48" East 720.83 feet, thence North 82°43'41" East 208.07 feet; thence North 01°54'52" East 300.96 feet; thence North 39°51'24" West 216.97 feet; thence North 01°36'05" East 81.87 feet; thence North 47°33'32" West 36.22 feet; thence South 59°17'33" West 280.29 feet; thence South 70°51'34" West 59.50 feet; thence North 00°02'33" West 423.47 feet; thence North 60°16'04" East 44.54 feet to the point of curvature of a 36.00 foot radius curve concave northwesterly; thence northeasterly 40.12 feet along the arc of said curve through a central angle of 63°51'39" to the point of tangency; thence North 03°35'35" West 44.49 feet to the point of curvature of a 74.00 foot radius curve concave southeasterly; thence northeasterly 89.51 feet along

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the arc of said curve through a central angle of 69°18'25" to the point of tangency; thence North 65°42'50" East 291.66 feet to the point of curvature of a 426.00 foot radius curve concave southerly; thence easterly 166.67 feet along the arc of said curve through a central angle of 22°25'02" to the point of tangency; thence North 88°07'52" East 366.60 feet; thence South 13°30'23" West 7.75 feet; thence South 81°03'49" East 239.45 feet; thence South 57°18'38" East 308.59 feet; thence South 84°52'45" East 55.23 feet; thence North 02°25'53" East 331.50 feet; thence North 49°26'48" East 174.48 feet to the point of curvature of a 110.00 foot radius curve concave southeasterly; thence northeasterly 68.80 feet along the arc of said curve through a central angle of 35°50'14" to a point on a non tangent line; thence along said non tangent line South 39°07'22" East 102.22 feet, thence South 46°10'18" East 207.37 feet; thence South 17°55'31" East 193.28 feet; thence South 07°36'16" West 480.65 feet, thence South 20°31'55" East 204.81 feet to a point on the center section line; thence along said center section line South 89°55'08" West 53.14 feet; thence leaving said center section line South 72°23'02" West 292.96 feet; thence North 33°48'33" West 86.31 feet; thence North 28°09'00" West 114.23 feet; thence North 16°35'39" West 119.01 feet; thence North 63°07'55" West 176.58 feet; thence North 73°34'12" West 215.58 feet; thence South 89°23'22" West 277.97 feet; thence South 61°56'20" West 212.98 feet; thence South 26°48'13" East 305.56 feet; thence South 34°40'51" East 273.67 feet; thence South 76°00'18" West 90.83 feet; thence South 71°04'19" West 753.41 feet; thence South 71°15'25" West 153.50 feet to the point of beginning.

PARCEL G:
Beginning at a point which lies South 00°04'56" East 1960.35 feet along the section line from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°04'56" East 163.24 feet along said section line; thence South 73°16'58" West 22.38 feet; thence North 28°56'38" West 138.22 feet; thence North 61°03'22" East 100.67 feet to a point on said section line and the point of beginning.

Parcel 5:
(AV-2194-D)

Beginning at a point North 89°53'25" East along the South section line 1080.46 feet from the Southwest corner of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian; and running thence North 0°04'17" West 2638.65 feet to a point on the center section line; thence North 89°54'58" East along said center section line 559.35 feet to a point on a parcel more particularly described in document #20070025178, filed and on record at Washington County Recorder's Office, State of Utah; thence along said parcel the following two (2) courses: South 0°03'58" East 218.34 feet; thence North 89°53'25" East 346.55 feet to a point on a parcel more particularly described in instrument #917739, filed and on record at Washington County Recorder's Office, state of Utah; thence along said parcel the following two (2) courses: South 0°03'58" East 321.36 feet; thence South 84°32'14" East 655.48 feet to the center section line; thence South 0°03'39" East along said center section line 2035.05 feet to the South quarter corner of said Section 27; thence South 89°53'25" West along the South Section line 1557.90 feet to the point of beginning.

Parcel 6:
(AV-2194-B)

Commencing at the Southwest Corner of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian; and running thence North 89°56'17" East 2639.07 feet to the South Quarter Corner of said Section 27; thence North 0°01'06" West along the Quarter Section Line 2035.00 feet to the true point of beginning; thence North 84°29'22" West 656.00 feet; thence North 0°01'06" West 908.32 feet to the fenceline on the South side of the road; thence North 59°01'33" East along the fenceline 761.40 feet to the Quarter Section Line; thence South 0°01'06" East 1363.17 feet to the true point of beginning.

Parcel 7:
(AV-2-2-28-110)

Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line from the section corner common to Sections 21, 22, 27, and 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 89°59'57" West 26.61 feet, said point being the point of beginning; thence South 89°59'51" West, 2060.80 feet; thence North 0°02'33" West, 428.00 feet; thence North 89°59'51" East, 1983.98 feet; to a non-tangent point on a

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1567.00 foot radius curve to the right (radius point bears South 71°48'23" West), thence southerly along the arc of said curve 436.30 feet through a central angle of 15°57'10" to the point of beginning.

Parcel 8:
(AV-2-2-28-240)

Beginning at the center quarter corner, said point lies North 00°02'33" West 2635.39 feet along the center section line from the south quarter comer of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence along the center section line North 89°55'08" East 438.27 feet; thence leaving said center section line South 70°51'34" West 75.90 feet; thence South 59°11'30" Wast 236.21 feet to a point on the arc of a 167.50 foot radius non tangent curve concave southerly, the radius point of which lies South 01°22'57" East; thence westerly 102.69 feet along the arc of said curve through a central angle of 35°07'40" to a point on a non tangent line; thence along said non tangent line North 21°01'53" West 37.76 feet; thence North 55°59'47" West 65.67 feet to a point on said center section line; thence along said center section line North 00°02'33" West 106.09 feet to said center quarter comer and the point of beginning.

Parcel 9:
(AV-2-2-28-220)

Beginning at a point which lies thence North 00°02'33" West 1880.33 feet along the center section line and North 71°15'25" East 561.72 feet from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 68°46'37" West 21.14 feet; thence North 81°18'45" West 84.05 feet; thence North 69°23'54" West 205.42 feet; thence North 51°24'23" West 258.68 feet to a point on the arc of a 133.56 foot radius non tangent curve concave southeasterly, the radius point of which lies North 86°53'56" East; thence northeasterly 120.65 feet along the arc of said curve through a central angle of 51°45'27" to a point on a radial line; thence along said radial line South 41°14'42" East 20.11 feet; thence South 76°22'48" East 720.83 feet, thence North 82°43'41" East 208.07 feet; thence North 01°54'52" East 300.96 feet; thence North 39°51'24" West 216.97 feet; thence North 01°36'05" East 81.87 feet; thence North 47°33'32" West 36.22 feet; thence South 59°17'33" West 280.29 feet; thence South 70°51'34" West 59.50 feet; thence North 00°02'33" West 423.47 feet; thence North 60°16'04" East 44,54 feet to the point of curvature of a 36.00 foot radius curve concave northwesterly; thence northeasterly 40.12 feet along the arc of said curve through a central angle of 63°51'38" to the point of tangency; thence North 03°35'35" West 44.49 feet to the point of curvature of a 74.00 foot radius curve concave southeasterly; thence northeasterly 89.51 feet along the arc of said curve through a central angle of 69°18'25" to the point of tangency; thence North 65°42'50" East 291.66 feet to the point of curvature of a 426.00 foot radius curve concave southerly; thence easterly 166.67 feet along the arc of said curve through a central angle of 22°25'02" to the point of tangency; thence North 88°07'52" East 366.60 feet; thence South 13°30'23" West 7.75 feet; thence South 81°03'49" East 239.45 feet; thence South 57°18'38" East 308.59 feet; thence South 84°52'45" East 65.23 feet; thence North 02°25'53" East 331.50 feet; thence North 49°26'48" East 174.48 feet to the point of curvature of a 110.00 foot radius curve concave southeasterly; thence northeasterly 68.80 feet along the arc of said curve through a central angle of 35°50'14" to a point on a non tangent line; thence along said non tangent line South 39°07'22" East 102.22 feet, thence South 46°10'18" East 207.37 feet; thence South 17°55'31" East 193.28 feet; thence South 07°36'16" West 480.65 feet, thence South 20°31'55" East 204.81 feet to a point on the center section line; thence along said center section line South 89°55'08" West 53.14 feet; thence leaving said center section line South 72°23'02" West 292.96 feet; thence North 33°48'33" West 86.31 feet; thence North 28°08'00" West 114.23 feet; thence North 16°35'39" West 119.01 feet; thence North 63°07'55" West 176.58 feet; thence North 73°34'12" West 215.58 feet; thence South 89°23'22" West 277.97 feet; thence South 61°56'20" West 212.98 feet; thence South 26°48'13" East 305.66 feet; thence South 34°40'51" East 273.67 feet; thence South 76°0018" West 90.83 feet; thence South 71°04'19" West 753.41 feet; thence South 71°15'25" West 153.50 feet to the point of beginning.

Parcel 10:
(AV-2196-C)

Beginning at a point which lies South 00°00'05” East 767.43 feet along the section tine, South 89°59'53" West 2087.37 feet and South 00°02'32" East 440.10 feet from the Northwest corner of Section 28 Township 42 South, Range 12 West

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of the Salt Lake Base and Meridian and running thence South 00°02'32" East 75.48 feet; thence South 87°30'53" West 97.71 feet; thence South 66°54'01" West 138.42 feet; thence South 48°30'45" West 377.82 feet; thence South 24°31'48" West 100.54 feet to a point on the center section line; thence North 00°02'32" West 475.36 feet along said center section line; thence North 89°57'28" East 550.00 feet to the point of beginning.

Parcel 11:
(AV-2196-D)

BEGINNING AT A POINT WHICH LIES SOUTH 00°04°55" EAST 767.43 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST, OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SECTION LINE SOUTH 00°04°55" EAST 1192.92 FEET; THENCE SOUTH 61°03'23" WEST 100.67 FEET; THENCE SOUTH 28°56'37" EAST 138.22 FEET; THENCE NORTH 73°16°59" EAST 22.39 FEET TO A POINT ON SAID SECTION LINE; THENCE ALONG SAID SECTION LINE SOUTH 00°04°55" EAST 515.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 27°53°22" EAST 786.72 FEET; THENCE SOUTH 72°25°36" WEST 246.40 FEET; THENCE NORTH 20°31'54" WEST 1026.49 FEET; THENCE NORTH 7°36'17" EAST 460.65 FEET; THENCE NORTH 17°55'30" WEST 193.28 FEET; THENCE NORTH 46°10°17° WEST 207.37 FEET; THENCE NORTH 39°07°21" WEST 183,77 FEET; THENCE NORTH 32°32'22" EAST 2.54 FEET; THENCE NORTH 57°27'38" WEST 132.87 FEET; THENCE NORTH 77°04°47" WEST 369.51 FEET; THENCE NORTH 00°09°28" WEST 597.19 FEET; THENCE NORTH 89°59'53" EAST 960.76 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THE ABOVE DESCRIBED PARCEL ANY PORTION LYING WITHIN THE SOUTHEAST QUARTER OF SECTION SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN AND THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN.

Parcel 12:
(AV-2196-E)

BEGINNING AT A POINT WHICH LIES SOUTH 00°04°56" EAST 1734.18 FEET ALONG THE SECTION LINE AND SOUTH 89°56'34" WEST 633.76 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 02°25'53" WEST 320.31 FEET; THENCE NORTH 84°52'45" WEST 55.23 FEET, THENCE NORTH 57°18°38" WEST 308.59 FEET; THENCE NORTH 81°03'49" WEST 239.45 FEET; THENCE NORTH 13°30'23" EAST 198.04 FEET; THENCE SOUTH 80°57°06" EAST 249.15 FEET; THENCE SOUTH 81°12'32" EAST 275.79 FEET TO THE POINT OF BEGINNING.

Parcel 13:
(AV-2196-H)

BEGINNING AT THE CENTER QUARTER CORNER, SAID POINT LIES NORTH 00°02°33" WEST 2635.39 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 28 TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE CONTINUING ALONG SAID CENTER SECTION LINE NORTH 00°02°33" WEST 959.46 FEET; THENCE NORTH 24°31°47" EAST 100.54 FEET; THENCE NORTH 48°30'43" EAST 377.82 FEET; THENCE NORTH 66*53'59" EAST 138.42 FEET; THENCE NORTH 87°30°52" EAST 97.71 FEET; THENCE SOUTH 00°02'33" EAST 315.43; THENCE NORTH 86°43°23" WEST 29.88 FEET; THENCE SOUTH 58°35'57" WEST 338.87 FEET; THENCE SOUTH 42°42°29" WEST 173.04 FEET; THENCE SOUTH 11°19°42" EAST 330.57 FEET; THENCE SOUTH 80°20'57" EAST 63.85 FEET; THENCE SOUTH 67°09°34" EAST 62.22 FEET; THENCE NORTH 85°29°20" EAST 160.94 FEET; THENCE NORTH 50°58'19" EAST 79.35 FEET; THENCE NORTH 60°16°04" EAST 34.05 FEET; THENCE SOUTH 00°02'33" EAST 423.47 FEET; THENCE SOUTH 70°51°34" WEST 118.24 FEET TO A POINT ON THE CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE SOUTH 89°35°08" WEST 438.27 FEET TO SAID CENTER QUARTER CORNER AND THE POINT OF BEGINNING.

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Parcel 14:
(AV-2-2-27-430)

Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line from the section corner common to Sections 21, 22, 27, and 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 89°59'57" West 26.61 feet to a point on the arc of a 1567.00 foot radius non tangent curve concave westerly, the radius point of which lies South 87°45'34" West; thence northerly 776.35 feet along the arc of said curve through a central angle of 28°23'11" to the point of tangency; thence North 30°37'37" West 314.64 feet to the point of curvature of a 1700.00 foot radius curve concave easterly; thence northerly 1120.54 feet along the arc of said curve through a central angle of 37°45'58" to a point on the south sixteenth line of said Section 21; thence along said south sixteenth line North 89°58'28" East 66.54 feet to a point on the arc of a 1634.00 foot radius non tangent curve concave easterly, the radius point of which lies South 82°34'11" East; thence southerly 1085.34 feet along the arc of said curve through a central angle of 38°03'26" to the point of tangency; thence South 30°37'37" East 314.64 feet to the point of curvature of a 1633.00 foot radius curve concave westerly; thence southerly 870.57 feet along the arc of said curve through a central angle of 30°32'42" to the point of tangency; thence South 00°04'55" East 1152.94 feet; thence North 59°04'56" East 721.40 feet to a point on the west sixty forth line of said Section 27; thence along said west-west sixty forth line South 00°04'38" East 1029.48 feet to a point on the center section line of said Section 27; thence along said center section line South 89°54'50" West 659.84 feet to the quarter corner common to said Sections 27 and 28; thence along the section line North 00°04'55" West 1871.68 feet to the point of beginning.

Parcel 15:
(AV-2-2-27-431)

Beginning at a point which lies South 00°04'55" East 1454.97 feet along the section line from the section corner common to Sections 21, 22, 27, and 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 89°55'05" East 40.48 feet, said point being the point of beginning; thence North 59°07'02" East, 1000.00 feet; thence South 30°52'58" East, 438.47 feet; thence South 89°55'00" West, 463.87 feet; thence South 0°03'17" East, 290.03 feet; thence South 59°07'02" West, 721.18 feet; thence North 0°04'55" West, 523.89 feet; to the point of beginning.

Parcel 16:
(AV-2-2-27-432)

BEGINNING AT A POINT BEING NORTH 89°54'51" EAST 659.96 FEET ALONG THE CENTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 42 SOUTH RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°04'47" WEST 1319.55 FEET TO THE SIXTEENTH LINE; THENCE NORTH 89°55'03" EAST 783.30 FEET TO THE FLOWLINE OF GOULDS WASH; THENCE ALONG THE FLOWLINE OF GOULDS WASH THE FOLLOWING 22 COURSES, NORTH 66°55'39" EAST 25.75 FEET; THENCE 27.02 FEET ALONG THE ARC OF A 59.43 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°03'11", WITH A CHORD BEARING OF NORTH 53°54'04" EAST AND A CHORD LENGTH OF 26.79 FEET TO A COMPOUND CURVE; THENCE 28.36 FEET ALONG THE ARC OF A 129.84 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°30'56", WITH A CHORD BEARING OF NORTH 34°37'00" EAST AND A CHORD LENGTH OF 28.31 FEET; THENCE NORTH 28°21'32" EAST 75.24 FEET; THENCE 69.55 FEET ALONG THE ARC OF A 383.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'15", WITH A CHORD BEARING OF NORTH 33°33'40" EAST AND A CHORD LENGTH OF 69.45 FEET; THENCE NORTH 38°45'47" EAST 232.66 FEET; THENCE 131.23 FEET ALONG THE ARC OF A 722.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'50", WITH A CHORD BEARING OF NORTH 43°58'12" EAST AND A CHORD LENGTH OF 131.05 FEET; THENCE NORTH 49°10'37" EAST 25.98 FEET THENCE 68.03 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°42'16", WITH A CHORD BEARING OF NORTH 55°01'45" EAST AND A CHORD LENGTH OF 67.91 FEET; THENCE NORTH 60°52'53" EAST 80.09 FEET; THENCE 89.64 FEET ALONG THE ARC OF A 680.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°33'11", WITH A CHORD BEARING OF NORTH 64°39'28" EAST AND A CHORD LENGTH OF 89.58 FEET; THENCE NORTH 68°26'04" EAST 109.15 FEET; THENCE

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96.79 FEET ALONG THE ARC OF A 733.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07°33'57", WITH A CHORD BEARING OF NORTH 64°39'06" EAST AND A CHORD LENGTH OF 96.72 FEET TO A REVERSE CURVE; THENCE 126.88 FEET ALONG THE ARC OF A 600.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°06'58", WITH A CHORD BEARING OF NORTH 66°55'36" EAST AND A CHORD LENGTH OF 126.64 FEET; THENCE NORTH 72°59'05" EAST 34.20 FEET; THENCE 38.43 FEET ALONG THE ARC OF A 135.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°18'35", WHOSE RADIUS BEARS NORTH 16°56'26" WEST, WITH A CHORD BEARING OF NORTH 64°54'16" EAST AND A CHORD LENGTH OF 38.30 FEET TO A COMPOUND CURVE, THENCE 78.24 FEET ALONG THE ARC OF A 288.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15°33'53", WITH A CHORD BEARING OF NORTH 48°58'02" EAST AND A CHORD LENGTH OF 78.00 FEET: THENCE NORTH 41°06'37" EAST 72.34 FEET; THENCE NORTH 46°31'48" EAST 31.66 FEET; THENCE NORTH 74°13'23" EAST 28.74 FEET; THENCE NORTH 80°18'58" EAST 33.64 FEET; THENCE SOUTH 81°36'05" EAST 34.61 FEET TO THE CENTER SECTION LINE; THENCE NORTH 00°04'18" WEST 280.57 FEET; THENCE NORTH 89°53'53" EAST 1117.63 FEET; THENCE SOUTH 00°05'00" EAST 199.84 FEET; THENCE NORTH 89°53'53" EAST 425.00 FEET; THENCE SOUTH 00°05'00" EAST 954.76 FEET TO THE SIXTEENTH LINE; THENCE SOUTH 89°54'24" WEST 1542.85 FEET TO THE SIXTEENTH CORNER; THENCE SOUTH 00°04'18" EAST 559.46 FEET; THENCE SOUTH 58°58'21" WEST 760.85 FEET; THENCE NORTH 00°04'33" WEST 15.26 FEET; THENCE SOUTH 59°57'46" WEST 400.00 FEET; THENCE SOUTH 00°04'33" EAST 184.39 FEET TO THE CENTER SECTION LINE; THENCE SOUTH 89°55'03" WEST 980.91 FEET; TO THE POINT OF BEGINNING.

Parcel 17:
(AV-2-2-28-120)

Beginning at a point which lies North 00°02'33" West 3995.15 feet along the center section line and North 90°00'00" East 550.00 feet from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 87°30'52" East 192.78 feet; thence South 88°48'55" East 449.33 feet; thence South 80°34'56" East 492.73 feet; thence South 77°04'48" East 369.51 feet; thence South 57°27'39" East 132.87 feet; thence South 32°32'21" West 9.60 feet to the point of curvature of a 200.00 foot radius curve concave northwesterly; thence southwesterly 59.02 feet along the are of said curve through a central angle of 16°54'27" to the point of tangency; thence South 49°26'48" West 104.51 fast; thence North 89°49'04" West 811.95 feet; thence North 86°43'23" West 665.85 feet; thence North 00°02'33" West 315.43 feet to the point of beginning.

Parcel 18:
(AV-2-2-28-221)

Beginning at a point which lies South 00°04'56" East 1960.35 feet along the section line from the northeast corer of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°04'S6" East 163.24 feet along said section line; thence South 73°16'58" West 22.38 feet; thence North 28°56'38" West 138.22 feet; thence North 61°03'22" East 100.67 feet to a point on said section line and the point of beginning.

Parcel 19:
(AV-2196-I)

BEGINNING AT A POINT WHICH LIES NORTH 00°02'33" WEST 2635.39 FEET ALONG THE CENTER SECTION LINE AND NORTH 89°55'08" EAST 438.27 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 70°51'34" EAST 118.24 FEET; THENCE SOUTH 00°02'33" EAST 38.61 FEET TO A POINT ON SAID CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE SOUTH 89°55'08" WEST 111.73 FEET TO THE POINT OF BEGINNING.

Parcel 20:
(AV-2196-G)

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Beginning at a point which lies South 00°00'05" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the Northwest corner of Section 28 Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 515.58 feet; thence North 87°30'53" East 192.78 feet; thence North 00°02'32" West 507.22 feet; thence South 89°59'53" West 192.60 feet to the point of beginning.

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

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

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

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

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

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

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

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

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

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

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

11. Require Acceptance and Acknowledgment of the Lack of Dedicated Access, as shown on Schedule B - Section 2.

12. Require satisfactory evidence that the Special Service Districts (SSDS) shown on Schedule B - Section 2, be paid current and/or paid in full.

13. Require acceptance and acknowledgment of the Application for Assessment and Taxation of Agricultural Land recorded as Doc No. 20140005814 , shown on Schedule B - Section 2 herein or payment of any "Rollback Taxes" that may be assessed. (Affects Parcels 1 and 3)

14. Require acceptance and acknowledgment of the Application for Assessment and Taxation of Agricultural Land recorded as Doc No. 20150039813 , shown on Schedule B - Section 2 herein or payment of any "Rollback Taxes" that may be assessed. (Affects Parcel 2)

15. Require acceptance and acknowledgment of the Application for Assessment and Taxation of Agricultural Land recorded as Doc No. 20140001779 , shown on Schedule B - Section 2 herein or payment of any "Rollback Taxes" that may be assessed. (Affects Parcel 4)

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16. Release, Reconveyance, Satisfaction of the Trust Deed, and Signed Authorization to Close Account (where applicable) signed by the Trustor(s), recorded as Doc. No. 20230015928 , as shown on Schedule B - Section 2. (Affects Parcels 5, 6 and 16)

17. Release, Reconveyance, Satisfaction of the Second Trust Deed, and Signed Authorization to Close Account (where applicable) signed by the Trustor(s), recorded as Doc. No. 20230015929 , as shown on Schedule B - Section 2. (Affects Parcel 16)

18. Release, Reconveyance, Satisfaction of the Deed of Trust, and Signed Authorization to Close Account (where applicable) signed by the Trustor(s), recorded as Doc. No. 20100030494 , as shown on Schedule B - Section 2. (Affects Parcels 11 and 12)

19. Intentionally Removed

20. Require a Certified Survey be performed and submitted to this office locating any discrepancies, conflicts in boundary lines, shortages in area, encroachments, improvements and their location relative to the boundaries of the property described herein. In the event a Certified Survey is not obtained, require the Vestee/Proposed Insured accept and acknowledge Exception No.s 3 and 48 will remain on the Final Title Policy. Additional exceptions and requirements may be added. (Affects Parcels 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 17, 18, 19 and 20)

21. Provide Insurer with a copy of the Certificate of Organization for De La Tierra Holdings LLC, a Utah limited liability company, together with the management/operating agreement and all amendments thereto, along with verification of good standing, prior to the close of escrow.

22. Provide Insurer with a copy of the Certificate of Organization for Kokopelli Estates, LLC, together with the management/operating agreement and all amendments thereto, along with verification of good standing, prior to the close of escrow.

23. Provide Insurer with a copy of the Certificate of Organization for Kokopelli Homes, LLC, together with the management/operating agreement and all amendments thereto, along with verification of good standing, prior to the close of escrow.

24. Provide Insurer with a copy of the Certificate of Organization for Kokopelli Properties, LLC, together with the management/operating agreement and all amendments thereto, along with verification of good standing, prior to the close of escrow.

25. Requirement to issue an ALTA Extended Coverage Policy of Title Insurance, a check of the State Construction Registry for filings of any notices must be completed prior to recording of the Deed of Trust and is subject to the findings thereof, additional exceptions and requirements may be added.

26. Require underwriter approval before the issuance of the Policy of Title Insurance herein referred to. Upon review of such, additional exceptions and requirements may be added.

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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. Any facts, rights, interests, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land, or claiming to be in possession thereof.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that 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) 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. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

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

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

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

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

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11. Taxes for the current year 2025 which are liens, but not yet due or payable. (NOTE: Taxes for the year 2024, in the following amount(s), are PAID:

    $0.62 under Tax Serial No. AV-2169-B, Account No. 0310931 (Affects Parcel 1);

    $0.69 under Tax Serial No. AV-2196-F, Account No. 0867415 (Affects Parcel 2);

    $0.21 under Tax Serial No. AV-2196-B, Account No. 0310949 (Affects Parcel 3);

    $1.49 under Tax Serial No. AV-2196-A-1, Account No. 0158363 (Affects Parcel 4);

    $4,436.63 under Tax Serial No. AV-2194-D, Account No. 0865774 (Affects Parcel 5);

    $1,633.07 under Tax Serial No. AV-2194-B, Account No. 0738727 (Affects Parcel 6);

    $1,916.10 under Tax Serial No. AV-2-2-28-110, Account No. 0892640 (Affects Parcel 7);

    $93.20 under Tax Serial No. AV-2-2-28-240, Account No. 0885703 (Affects Parcel 8);

    $3,302.46 under Tax Serial No. AV-2-2-28-220, Account No. 0885710 (Affects Parcel 9);

    $247.39 under Tax Serial No. AV-2196-C, Account No. 0881453 (Affects Parcel 10);

    $2,402.66 under Tax Serial No. AV-2196-D, Account No. 0867338 (Affects Parcel 11 and other property);

    $287.83 under Tax Serial No. AV-2196-E, Account No. 0867345 (Affects Parcel 12);

    $1,012.19 under Tax Serial No. AV-2196-H, Account No. 0889077 (Affects Parcel 13);

    $1,312.35 under Tax Serial No. AV-2-2-27-430, Account No. 0892626 (Affects Parcel 14);

    $969.01 under Tax Serial No. AV-2-2-27-431, Account No. 0892633 (Affects Parcel 15);

    $7,889.17 under Tax Serial No. AV-2-2-27-432, Account No. 1120179 (Affects Parcel 16);

    $1,021.10 under Tax Serial No. AV-2-2-28-120, Account No. 0885695 (Affects Parcel 17);

    $6.85 under Tax Serial No. AV-2-2-28-221, Account No. 0885727 (Affects Parcel 18);

    $6.85 under Tax Serial No. AV-2196-I, Account No. 0889084 (Affects Parcel 19); and

    $216.55 under Tax Serial No. AV-2196-G, Account No. 0881460 (Affects Parcel 20).

12. Exceptions and Reservations, and rights incidental thereto, as reserved by the United States of America by Patent recorded November 3, 1931, as Entry No. 34623 , in Book U-7, at Pages 584-585, Official Washington County Records, and wherein it recites in part as follows: (Affects Parcels 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20 and other property)

    "Reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States."

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13. Subject to that certain Decree, recorded June 2, 1964, as Entry No. 121696 , in Book S-49, at Pages 94-99, Official Washington County Records, establishing and creating the Washington County Water Conservancy District. (Affects this and other property)

14. Subject to existing easement for electric power transmission facilities as are now in existence upon said lands, and rights incidental thereto, as reserved in Warranty Deed recorded April 14, 1983, as Entry No. 248321 , in Book 326, at Page 474, Official Washington County Records. (Affects Parcels 1, 2, 3 and 19)

15. Subject to existing easement for electric power transmission facilities as are now in existence upon said lands, and rights incidental thereto, as reserved in Warranty Deed recorded April 14, 1983, as Entry No. 248322 , in Book 326, at Page 475, Official Washington County Records. (Affects Parcels 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 20, and other property)

16. 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)

17. Lack of a Right of dedicated access to and from said Land. Right of dedicated access to and from the Land, if any, is not established of record and assurance of such right of dedicated access is excluded from coverage of the Policy.

18. Subject to a Blanket Easement (Development Access Including Utilities), executed by and between Kokopelli Homes, L.L.C., Laron W. Hall, Lowe Land Improvement, L.C., John E. Lowe aka John Lowe and Nancy S. Lowe, as GRANTORS and Clair Hall and Betty Jean Hall and Laron W. Hall, as GRANTEES, recorded April 13, 2010, as Doc. No. 20100011935 , Official Washington County Records. (Affects Parcels 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 17, 18, 19 and 20, and other property)

19. 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.

    Town of Apple Valley, Utah Resolution No. R-2024-36, A Resolution Modifying, Limiting, and Revoking the Delegation of Authority to The Big Plains Water Special Service District, recorded September 13, 2024, as Doc No. 20240028791 , Official Washington County Records.

20. 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 Clair W Hall and Betty Jean Hall, recorded February 27, 2014, as Doc No. 20140005814 , Official Washington County Records. (Affects Parcels 1 and 3)

21. 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 Clair W Hall and Betty Jean Hall, recorded November 16, 2015, as Doc No. 20150039813 , Official Washington County Records. (Affects Parcel 2)

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22. 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. R-2003-857, A Resolution of the County Commission of Washington County, Utah, Authorizing and Approving the Annexation of Certain Real Property into the Ash Creek Special Service District, recorded June 12, 2003, as Entry No. 824223 , in Book 1554, at Pages 102-106, 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.

    Resolution No. R-2024-3352, A Resolution Annexing the Property Within the Municipal Limits of the Town of Virgin into Ash Creek Special Service District, recorded December 5, 2024, as Doc No. 20240038611 , Official Washington County Records.

    Ash Creek Special Service District Town of Virgin Annexation, recorded December 5, 2024, as Doc No. 20240038612 , Official Washington County Records.

23. Subject to a Right of Way Easement in favor of California-Pacific Utilities Company, for the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, and rights incidental thereto, as set forth in Instrument recorded December 2, 1965, as Entry No. 126362 , in Book S-58, at Page 487, Official Washington County Records, (Affects Parcels 3, 4, 6, 7, 8, 9, 10, 11, 14 and other property)

24. Subject to a Grant of Easement and Right of Way in favor of United States of America, Department of the Interior, Bureau of Land Management for a 1¼ inch plastic water pipeline Oak Spring Pipeline Job #4078 and rights incidental thereto recorded February 13, 1974, as Entry No. 159465 , in Book 149, at Pages 37-38, as shown on the Official Washington County Records described as follows: (Affects Parcels 8, 9, 11, 19 and other property)

25. Subject to a Water Well Conveyance & Easement Deed as set forth on Instruments recorded November 30, 1981, as Entry No. 233432 , in Book 301, at Page 951 and recorded August 20, 1984, as Entry No265351 , in Book 356, at Pages 745-748, as shown on the Official Washington County Records, more particularly described as follows: (Affects Parcels 3, 4, 6, 7, 8, 9, 10, 11, 14 and other property)

    "1. 10.00 by 10.00 foot well site "fee simple" at the following described point of diversion, and located within the Southeast Quarter Southeast Quarter (SE¼SE¼) of Section 28, Township 42 South, Range 13 West, Salt Lake Base and Meridian, more particularly described as follows, to-wit:

    2. A right of way for adequate egress and ingress from existing County Roadway Easement to the well described in #1 above, being 7.50 feet in width on each side of the following described centerline, to-wit:

    3. A right of way from existing County Roadway over and across easement described in #2 above for the purpose of pipelines, water diversionary facilities, power lines, or any other necessary utility.

    4. Right of way easement for water transmission lines and utility easements from existing well in #1 above, being 7.50 feet in width on each side of the following described centerline, to-wit."

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26. Subject to the location of a Right-of-Way traversing in a Northeasterly/Southwesterly direction through a portion of said property as disclosed by Washington County Ownership Plats.

27. 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 LARON W HALL, recorded January 17, 2014, as Doc No. 20140001779 , Official Washington County Records. (Affects Parcel 4)

28. Subject to an Agreement for Easement and Right of Way, dated November 25, 1939, in favor of the United States of America, for the construction of one half mile of roadway with two cattle guards and gates, including the right of ingress and egress, and rights incidental thereto, as set forth in Instrument recorded January 9, 1939, as Entry No. 53833 , in Book U-9, at Page 392, Official Washington County Records, said easement and right of way over the tract, lot, piece, or parcel of land situate, lying and being in the County of Washington, State of Utah, bounded and particularly described as follows: (Affects Parcel 5)

    One half mile 18 feet in width through the East Section of the Southwest Quarter (SW¼) of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian.

29. Subject to a Right of Way Easement in favor of California-Pacific Utilities Company, for the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, and rights incidental thereto, as set forth in Instrument recorded April 29, 1970, as Entry No. 140504 , in Book 92, at Page 527, Official Washington County Records. (Affects Parcel 5)

30. Subject to Acknowledgement and Notice of Acknowledgement of Acceptance of R.S. 2477 Right-of-Way Grant, known as Little Creek Mountain Road, and rights incidental thereto, as set forth in Instrument, recorded May 12, 2008, as Doc No. 20080019355 , Official Washington County Records. (General Easement - exact location not disclosed) (Affects Parcel 5)

31. Subject to the location of an existing right of way traversing in a Southeasterly/Northwesterly direction through a portion of said property, as disclosed on the Official Ownership Plats on file in the Office of the Recorder of Washington County, State of Utah. (Affects Parcel 5)

32. Subject to a Reservation and an Easement in favor of UTAH SOUTH VINEYARDS, LLC, a Utah Limited Liability Company, for the right to drill two wells and a 15-foot easement for ingress and egress to each well, and rights incidental thereto, as reserved on Warranty Deed recorded December 16, 2022, as Doc. No. 20220053424 , Official Washington County Records, which recites, in part, as follows: (Affects Parcel 5)

    "Reserving unto Grantor the right to drill two wells, the center points described as:

    North 1235 feet and East 1209 Feet from the Southwest Corner of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian, and

    South 1257 feet and East 1176 feet from the West 1/4 Corner of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian.

    Together with a 150 non contamination radius around each center point, and a 15 foot easement for ingress and egress to each well."

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33. Trust Deed, dated May 30, 2023, executed by DE LA TIERRA HOLDINGS LLC, as TRUSTOR, to SUTHERLAND TITLE COMPANY, as TRUSTEE, in favor of DRP MANAGEMENT, INC. PROFIT SHARING PLAN, as to an undivided 43% interest, A.W. HARDY FAMILY INVESTMENTS LTD, as to an undivided 43% interest and J. GORDON CASEY AND MERRILYN CASEY, Trustees or their successors in Trust, of THE CASEY LIVING TRUST, dated November 20, 2018, as to an undivided 14% interest, as BENEFICIARY, to secure the payment of $2,832,500.00 and interest, recorded May 31, 2023, as Doc No. 20230015928 , Official Washington County Records. (Affects Parcels 5, 6 and 16)

    Subordination Agreement, dated May 31, 2023, executed by DE LA TERRA HOLDINGS, LLC, a Utah limited liability company, to GIDC, LLC, recorded June 2, 2023, as Doc No. 20230016302 , Official Washington County Records, State of Utah, subordinating the lien of said Trust Deed to the lien of the Deed of Trust recorded as Doc. No. 20230015929 , Official Washington County Records. (Affects Parcel 16)

    Assignment of Deed of Trust, from J. GORDON CASEY AND MERRILYN CASEY, Trustees or their successors in Trust, of THE CASEY LIVING TRUST, dated November 20, 2018, as to an undivided 14% interest, to DRP MANAGEMENT, INC. PROFIT SHARING PLAN, as to an undivided 7% interest, A.W. HARDY FAMILY INVESTMENTS LTD, as to an undivided 7% interest, recorded April 22, 2024, as Doc No. 20240012195 , Official Washington County Records. (Affects Parcels 5, 6 and 16)

34. Second Trust Deed, dated May 30, 2023, executed by DE LA TERRA HOLDINGS, LLC, a Utah limited liability company, as TRUSTOR, to SUTHERLAND TITLE COMPANY, as TRUSTEE, in favor of GIDC, LLC, as BENEFICIARY, to secure the payment of $515,000.00 and interest, recorded May 31, 2023, as Doc No. 20230015929 , Official Washington County Records. (Affects Parcel 16)

35. Water Agreement, dated June 26, 2924, executed by and between BIG PLAINS WATER SPECIAL SERVICE DISTRICT, a Utah Special Service District ("Big Plains"), APPLE VALLEY TOWN, ("Town') , a Utah municipal corporation, and HIDDEN ROCK DEVELOPMENT GROUP, a Utah limited liability company ("Developer"), and subject to the terms, conditions and recitals contained therein, recorded July 18, 2024, as Doc No. 20240022673 , Official Washington County Records. (Affects Parcels 5, 6 and 16)

36. Development Agreement For OCULTA ROCA, dated June 26, 2024, between TOWN OF APPLE VALLEY, a Utah municipal corporation of the State of Utah ("Town"), and HIDDEN ROCK DEVELOPMENT GROUP, a Utah limited liability company ("Developer"), and and subject to the terms, conditions and recitals contained therein, recorded July 18, 2024, as Doc No. 20240022674 , Official Washington County Records. (Affects Parcels 5, 6 and 16)

37. First Development Agreement Addendum, dated September 25, 2024, by and between HIDDEN ROCK DEVELOPMENT GROUP, ("Developer"), and TOWN OF APPLE VALLEY ("Town"), and subject to the terms and conditions contained therein, recorded January 28, 2025, as Doc No. 20250002945 , Official Washington County Records. (Affects Parcels 5, 6 and 16)

38. First Water Agreement Addendum, dated September 25, 2024, by and between HIDDEN ROCK DEVELOPMENT GROUP, ("Developer") and BIG PLAINS WATER SPECIAL SERVICE DISTRICT, a Utah Special Service District ("District"), and subject to the terms and conditions contained therein, recorded January 28, 2025, as Doc No. 20250002946 , Official Washington County Records. (Affects Parcels 5, 6 and 16)

39. Subject to an Agreement for Easement and Right of Way, dated November 25, 1939, in favor of the United States of America, for the construction of one half mile of roadway with two cattle guards and gates, including the right of ingress and egress, and rights incidental thereto, as set forth in Instrument recorded January 9, 1939, as Entry No. 53833 , in Book U-9, at Page 392, Official Washington County Records. (Affects Parcel 6)

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40. Subject to a Right of Way Easement in favor of California-Pacific Utilities Company, for the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, and rights incidental thereto, as set forth in Instrument recorded April 29, 1970, as Entry No. 140504 , in Book 92, at Page 527, Official Washington County Records. (Affects Parcel 6)

41. Subject to the terms and conditions contained in that certain Deed of Partial Reconveyance, creating a Water Line Easement and Access Easement, recorded August 9, 2010, as Doc No. 20100026325 , Official Washington County Records. (Affects Parcels 7, 14 and 15)

42. Terms and Conditions of that certain Notice of Option, recorded April 13, 2010, as Doc No. 20100011937 , Official Washington County Records. (Affects Parcel 13 and other property)

43. Deed of Trust, dated September 9, 2010, executed by LOWE LAND IMPROVEMENT, LC, as TRUSTOR, to ZIONS FIRST NATIONAL BANK, as TRUSTEE and BENEFICIARY, to secure the payment of $1,462,500.00 and interest, recorded September 13, 2010, as Doc No. 20100030494 , Official Washington County Records. (Affects Parcels 11 and 12)

    Substitution of Trustee, recorded March 16, 2011, as Doc. No. 20110008067 , Official Washington County Records, State of Utah, wherein MICHAEL W. SPENCE, ESQ. of RAY QUINNEY & NEBEKER P.C., is designated as Successor Trustee under said Deed of Trust.

    Notice of Default, under the terms of said Deed of Trust recorded on March 16, 2011, as Doc. No.20110008068 , Official Washington County Records.

44. Subject to an Access and Utility Easement in favor of JOHN E. LOWE, for a Sixty-Six (66) foot wide non-exclusive access and utility easement for travel, ingress and egress of any kind and for utilities over and across Parcel 11 and 12 described herein. This easement shall be perpetual and shall run to the benefit of JOHN E. LOWE, his authorized representatives, and his successors in ownership. This access, ingress and egress, and Utility Easement will run on Parcel 1 and North to South and be located on the East property line, Additionally a cart path easement for golf cart travel shall be located just South of the Goulds Wash on Parcel 11 and shall run from East to West to allow for Gold Cart travel across Parcel 11. A general access and utility easement shall be located on Parcel 12 on the North end of Parcel 12, and rights incidental thereto, as set forth in Instrument recorded September 13, 2010, as Doc. No. 20100030547 , Official Washington County Records. (Affects Parcels 11 and 12)

45. Subject to a Right of Way Easement, in favor of PacifiCorp, an Oregon corporation, its successors and assigns, for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of underground electric transmission, distribution and communications circuits, and rights incidental thereto, by Instrument recorded December 9, 2015, as Doc No. 20150042515 , Official Washington County Records. (Affects Parcels 4, 9, 11, 14 and 18)

    The effects of Notice of Mortgage, executed by PacifiCorp, an Oregon corporation, dba Rocky Mountain Power, recorded April 18, 2016, as Doc No. 20160013404 , Official Washington County Records.

46. Intentionally Removed

47. Subject to all matters, items, narrative, legend, and other physical data, as set forth on Record of Survey performed by Cornerpoint Professional Land Surveyors Inc., and Certified by Michael W. Purdy, Professional Land Surveyor, State of Utah, License No. 334571, recorded July 18, 2021, as Entry No. RS008380-21, Official Washington County Records. (Affects Parcels 6 and 16 and other property)

48. Any discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct Survey would disclose. (Affects Parcels 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 17, 18, 19 and 20)

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49. Subject to all matters, items, narrative, easements, legend, and other physical data, as set forth on Record of Survey performed by Surveyor222 Professional Land Surveyors, and Certified by James Victor Heinritz, Professional Land Surveyor, State of Utah, License No. 11072412-2201, dated June 24, 2025. (Affects portion)

50. The only Conveying Deeds affecting said Land, which recorded within 24 months of the date of this report, are as follows: NONE

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

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

***

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SUTC
SOUTHERN UTAH TITLE COMPANY

Old Republic - Common Endorsements

Ask us about the Old Republic "Plus ⊕" Policy which includes many endorsements as indicated below.

Note: The descriptions and pricing below are for informational purposes only and may change at any time. Endorsements may not be available or may have additional requirements for each transaction. Unless otherwise noted all endorsements are only available for loan policies. For full descriptions or copies of these endorsements please visit https://www.alta.org/policy-forms/ or contact our office.

Endorsement	Description	Explanation	*Residential	*Commercial
4-06 ⊕	CONDO	This endorsement provides coverage against loss or damage resulting from certain condominium related risks.	$20.00	Call - $50 min
5-06 ⊕	PUD	This endorsement provides coverage against loss or damage resulting from certain risks related to planned unit developments.	$20.00	Call - $50 min
6-06 ⊕	Variable Rate Mortgage	This endorsement provides the lender with coverage against loss due to the invalidity, unenforceability or loss of priority of the lien of the Insured mortgage which might be caused by the provisions in the insured mortgage that allow for a variable interest rate.	No Charge	No Charge
7-06 ⊕ *if affixed	Manufactured Housing Unit	Intended for use with residential properties that include a mobile home or prefabricated housing units. The issuance of this endorsement requires that the manufactured housing unit be permanently affixed to the land pursuant to all statutory requirements so that it constitutes real property under the applicable state statute.	Call	N/A
8.1-06 ⊕	Environmental Protection Lien	This Endorsement provides coverage against loss or damage sustained by reason of the lack of priority of the insured mortgage over certain environmental protection liens.	$20 (1-4) or $100 structure	N/A
8.2-06	Commercial Environmental Protection Lien	This endorsement provides insurance for Loan and Owner's Policies on commercial property. It insures against existing recorded federal or state environmental protection liens.	N/A	$100.00
9-06 ⊕	Restrictions, Encroachments, Minerals	This endorsement to the Loan policy insures against violations of restrictions, encroachments over easements, building lines or property lines, and damage by reason of mineral development.	$25.00	Call- $55 min
14.1-06 ⊕	14.1-06 Future Advance - Knowledge Residential	This insures priority of future advances in a mortgage with interest rate adjustments.	$30.00	$30.00
14.3-06 ⊕	14.3-06 Future Advance - Reverse Mortgage	Insures against the invalidity or unenforceability of the lien of the insured Reverse Mortgage.	$30.00	N/A
22-06 ⊕	Alta 22-06 Street Address / Location	Loan or Owner's policy. Insures a named improvement is located within the boundaries of the insured land.	$15.00	$15.00
39-06	Alta 39-06 Policy Authentication	Assures an Insured against a denial of liability solely on the grounds that a policy is issued electronically or lacks original signatures.	No Charge	No Charge
102.4R	10.24 RESIDENTIAL - Foundation	Provides coverage to a Lender relating to the location of the foundation of improvements under construction.	$40.00	$115.00
102.5-06R	102.5-06 RESIDENTIAL - Foundation	Foundations – no violation, no encroachment onto easements or adjoining land.	$60.00	$150.00
122	122 - Construction Loan Advance	Provides coverage to a Lender concerning obligatory advances made under the insured mortgage when the original policy amount is for the full amount of the loan.	$100.00	$100.00
Natural Person Deletion	Natural Person Deletion	Deletes the requirement in a Homeowner's policy that the insured be a natural person.	$25.00	N/A
UT SCR	Notice of Construction loan	Insures against loss or damage sustained by the Insured by reason of the failure of a Notice of Construction Loan pertaining to the Insured Mortgage, as defined in Utah Code 38-1a-601, to be filed in the Utah State Construction Registry.	Call - $250 max	Call - $250 max

*Effective as of 8/17/21

OLD REPUBLIC TITLE

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

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

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

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

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

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

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

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company
Old Republic Title Company	Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.
Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC	

SOUTHERN UTAH TITLE COMPANY
July 1, 2001

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

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

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

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

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

Our Policies and Practices Regarding the Sharing of Your Personal Information

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

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

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

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

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

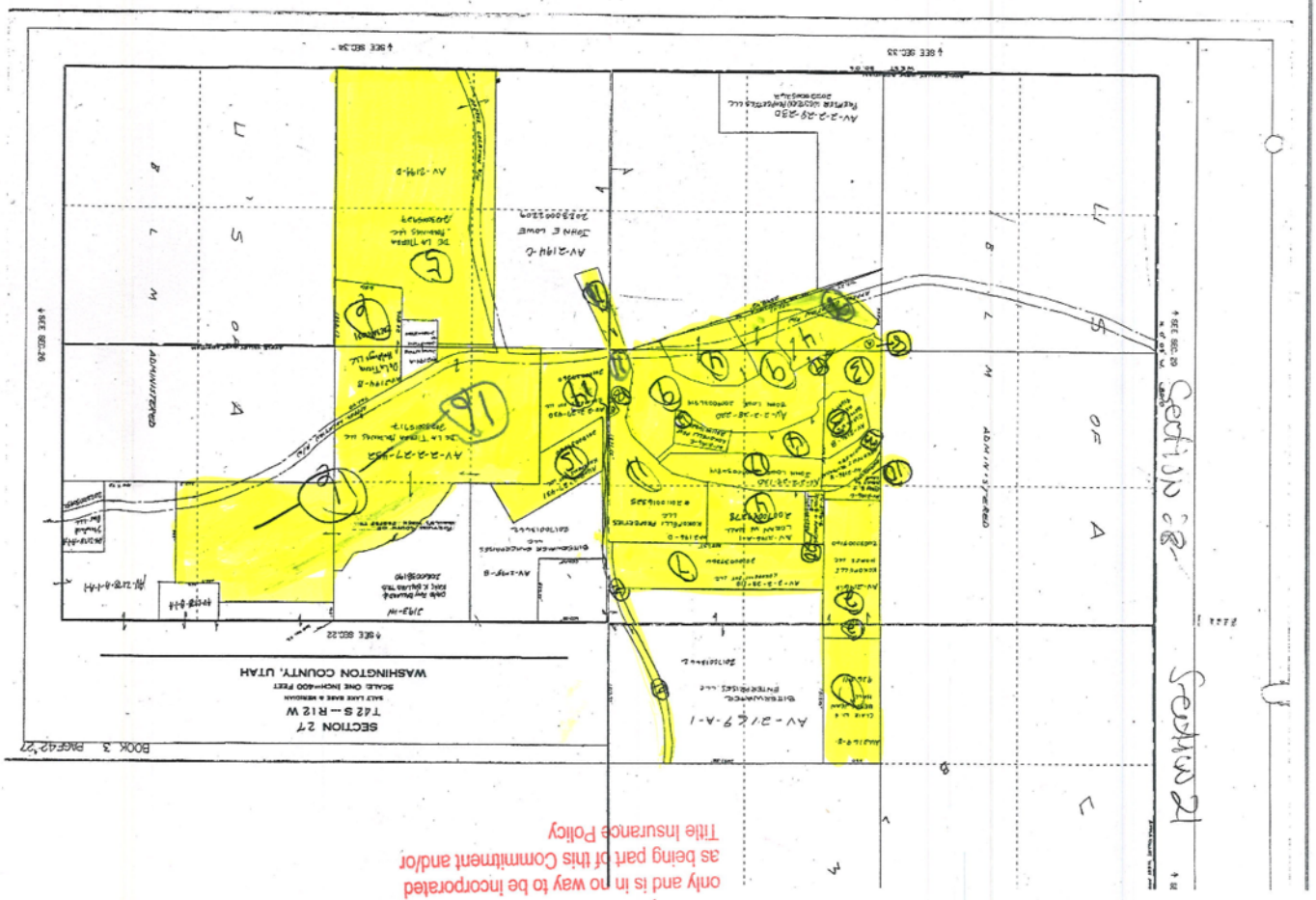
Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the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

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

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

Multiple Products or Services

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



This map is for information purposes only and is in no way to be incorporated as being part of this Commitment and/or Title Insurance Policy

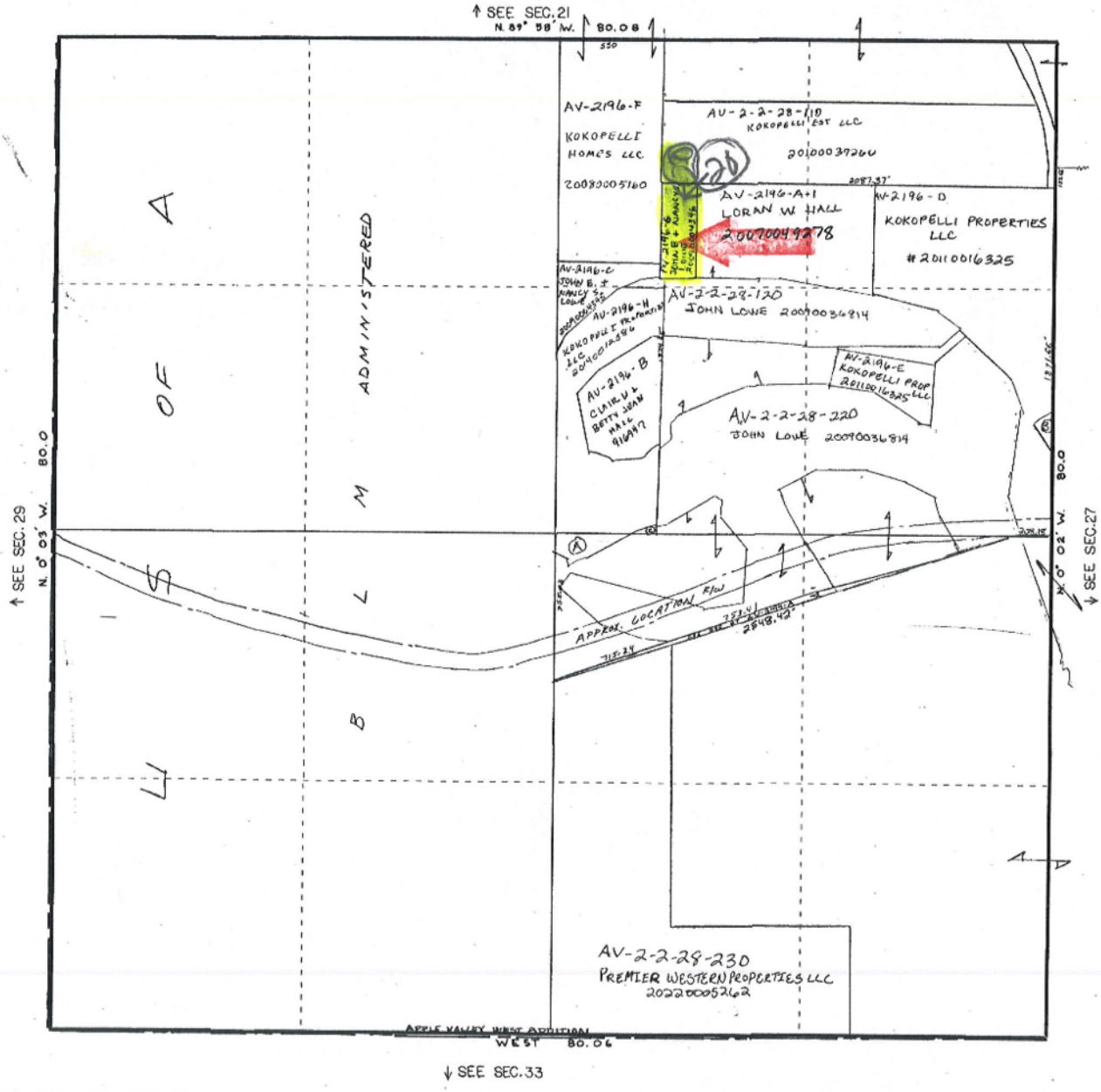
This map is for information purposes only and is in no way to be incorporated as being part of this Commitment and/or Title Insurance Policy

This plat is furnished for information only. No liability is assumed by Assessor's or Recorder's Office as to correctness of such data. Washington County Recorder

BOOK 3 PAGE 42-28

(A) AV-2-2-28-240 JOHN LOWE 20090036814
(B) AV-2-2-28-221 JOHN LOWE 20090036814
(C) AV-2196-I KOKOPELLI HOMES LLC 20100011934

SECTION 28
T42 S --- R12 W
SALT LAKE BASE & MERIDIAN
SCALE: ONE INCH=400 FEET
WASHINGTON COUNTY, UTAH



AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

I (We) Bitterwater Enterprises, LLC, 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.

Paul Dee Israelsen
Property Owner

Property Owner

Subscribed and sworn to me this 2nd day of July, 20 25.

Alyssa Murdock
Notary Public

NOTARY PUBLIC
ALYSSA MURDOCK
My Commission # 733439
My Commission Expires
September 29, 2027
STATE OF UTAH

Residing in: Hyrum, UT

My Commission Expires: 9-29-27

AGENT AUTHORIZATION

I (We), Bitterwater Enterprises, LLC, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Hidden Rock Development 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.

Paul Dee Israelsen
Property Owner

Property Owner

Subscribed and sworn to me this 2nd day of July, 20 25.

Alyssa Murdock
Notary Public

NOTARY PUBLIC
ALYSSA MURDOCK
My Commission # 733439
My Commission Expires
September 29, 2027
STATE OF UTAH

Residing in: Hyrum, UT

My Commission Expires: 9-29-27

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

I (We) John E. Lowe, 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.

Property Owner

Property Owner

Subscribed and sworn to me this 16th day of July, 20 25.

LISA WOOLSEY
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 726102
COMM. EXP. 08/08/2026

Notary Public

Residing in: 223 W 1550 S Morgan, UT 84050

My Commission Expires: 8/8/2026

AGENT AUTHORIZATION

I (We), John E. Lowe, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) De La Tierra Holdings LLC 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 16th day of July, 20 25.

LISA WOOLSEY
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 726102
COMM. EXP. 08/08/2026

Notary Public

Residing in: 223 W 1550 S Morgan, UT 84050

My Commission Expires: 8/8/2026

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

I (We) Premier Western Properties, 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.

Property Owner

Property Owner

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LISA WOOLSEY
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COMMISSION NO. 726102
COMM. EXP. 08/08/2026

Notary Public

Residing in: 223 W 1550 S Morgan, UT 84050

My Commission Expires: 8/8/2026

AGENT AUTHORIZATION

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Property Owner

Property Owner

Subscribed and sworn to me this 16th day of July, 2025.

LISA WOOLSEY
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 726102
COMM. EXP. 08/08/2026

Notary Public

Residing in: 223 W 1550 S Morgan, UT 84050

My Commission Expires: 8/8/2026

Parcel ID# _____

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

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, Hidden Rock Development Group am/are the applicant(s) of the application known as AV-2194-D + AV-2194-B + AV-2-27-432 located on parcel(s) _____ 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, or permit for which this application is being submitted; and
2. Prior to receiving final approval for the application, and/or any building permit, the applicant may be required by the Town of Apple Valley to provide a guarantee of water service through a "Will Serve" letter from the Big Plains Water and Sewer Special Service District ("District") which verifies that there is a sufficient water supply and guarantee of water for the application or proof that another guaranteed source of water is available to the applicant; and
3. For any application which may be approved without the "Will Serve" letter from the District, the applicant assumes the entire risk of water availability for the project and/or application.

Signature(s):

Name	Applicant/Owner	Date
Anish Bhatia		11/7/22
Dallin Jolley		11.7.22

State of Utah)
)§
County of Washington)

On this 7th day of November, in the year 2022, before me, Mitchell Harris a notary public, personally appeared Anish Bhatia & Dallin Jolley, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal. _____
(notary signature)

(seal)

MITCHELL HARRIS
Notary Public - State of Utah
Comm. No. 707513
My Commission Expires on
Jul 31, 2023

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

July 21, 2025

RE: NOTICE OF PUBLIC HEARING — ZONING MAP AMENDMENT REQUEST
Parcel Numbers: AV-2196-A-1, AV-2169-B, AV-2196-F, AV-2196-B, AV-2-2-28-110, AV-2-2-28-120, AV-2-2-28-220, AV-2-2-28-221,AV-2-2-28-240, AV-2196-C, AV-2196-D, AV-2196-E, AV-2196-G, AV-2196-H, AV-2196-I, AV-2-2-27-430, AV-2-2-27-431, AV-2169-A-1, AV-2195-B, AV-2194-A, AV-2194-C, AV-2-2-28-230
Situs Addresses: Approx: 1 N. Cinder Hill Road, Apple Valley UT, 84737

To Whom It May Concern:

You are invited to attend a public hearing to provide any input you may have, as a neighboring property owner, regarding a request to rezone the above-listed parcels from Open Space Transition (OST) and General Commercial (C-3) to Planned Development Overlay (PDO) for 525.73 acres in the Oculta Roca Development, submitted by De La Tierra Holdings LLC. The reason for the request is commercial development to adjust development agreement.

Information about the PDO zoning regulations, including permitted uses and restrictions, is available at the Town Recorder's office or online at:
https://applevalley.municipalcodeonline.com/book?type=landordinances#name=10.10.120_Planned_Development_Overlay_Zone

The hearing will be held on Wednesday, August 13, 2025 at 6:00 PM (MDT) at the Apple Valley Town Hall, located at:
1777 North Meadowlark Drive, Apple Valley, Utah 84737

Written comments, objections, or questions may be submitted by mail to:
Town of Apple Valley
Attn: Planning and Zoning
1777 North Meadowlark Drive
Apple Valley, Utah 84737
or in person at the Apple Valley Town Hall.

Important Note:
Any owner of property included in the proposed zoning map amendment may file a written objection to the inclusion of their property. Written objections must be submitted no later than 10 days after the date of the public hearing. All written objections will be provided to the Apple Valley Town Council for consideration.

Sincerely,
Jenna Vizcardo
Town Clerk and Recorder
Town of Apple Valley

ORDINANCE NO. O-2025-30

AN ORDINANCE APPROVING THE SECOND DEVELOPMENT AGREEMENT ADDENDUM FOR THE OCULTA ROCA DEVELOPMENT TO BE LOCATED UPON PARCEL NOS. AV-2196-A-1, AV-2169-B, AV-2196-F, AV-2196-B, AV-2-2-28-110, AV-2-2-28-120, AV-2-2-28-220, AV-2-2-28-221,AV-2-2-28-240, AV-2196-C, AV-2196-D, AV-2196-E, AV-2196-G, AV-2196-H, AV-2196-I, AV-2-2-27-430, AV-2-2-27-431, AV-2169-A-1, AV-2195-B, AV-2194-A, AV-2194-C, AV-2-2-28-230, WHICH FURTHER MODIFIES AND REGULATES ALLOWED USES, DENSITIES AND STANDARDS FOR THE UNDERLYING ZONE DISTRICT FOR WHICH THE ABOVE-REFERENCED PARCEL(S) HAVE BEEN DESIGNATED PURSUANT TO THE TOWN OF APPLE VALLEY'S OFFICIAL ZONING MAP.

RECITALS

WHEREAS the Town of Apple Valley ("the Town") is an incorporated municipality duly organized and existing under the laws of the State of Utah;

WHEREAS the Town is authorized pursuant to Utah Code Annotated, Title 10, Chapter 9A, to enact ordinances necessary or appropriate for the use of land within the Town's municipal boundaries;

WHEREAS pursuant to Utah Code Annotated, Title 10, Chapter 3b, Section 301, the Apple Valley Town Council ("Town Council") is designated as the governing and legislative body of the Town;

WHEREAS pursuant to Utah Code Annotated Title 10, Chapter 9a, Section 503(1) the Town Council is the only body designated as the Town's "Land Use Authority" who may adopt "(a) the number, shape, boundaries, area, or general uses of any zoning district; (b) any regulation of or within the zoning district; or (c) any other provision of a land use regulation;"

WHEREAS pursuant to Utah Code Annotated Title 10, Chapter 9a, Sections 502 and 505, the Town Council may adopt or amend a land use regulation or its Official Zoning Map to redesignate parcels within the Town after proper notice and a recommendation from the Planning Commission following a public hearing;

WHEREAS pursuant to Utah Code Annotated Title 10, Chapter 9a, Section 532(2)(a)(iii), the Town Council may, via a development agreement, permit a use or development of land that would otherwise be prohibited, so long as proper procedures are followed;

WHEREAS the Town entered into a Development Agreement with Hidden Rock Development Group dated June 26, 2024, governing the Oculta Roca Project;

WHEREAS the Developer now seeks to amend the original agreement via the Second Development Agreement Addendum dated July 1, 2025, which proposes the following:

- Increase of project area from 204 to 727.872 acres
- Expansion of residential lots from 18 to 56 lots (minimum 5 acres each)
- Inclusion of additional parcels listed above
- Modification to infrastructure and fee responsibilities
- Revision of short-term rental allotments to permit up to 100% of residential lots
- Potential future gating of residential lots if mutually agreed upon
- Removal of original Sections 7.1 and 7.2 regarding infrastructure and reimbursement
-

WHEREAS Town Officials and Developer representatives have reviewed and negotiated the addendum into a final form;

WHEREAS, on August 13, 2025, the Planning Commission conducted a public hearing and recommended approval of the Second Development Agreement Addendum and this corresponding Ordinance;

WHEREAS, the Town Council finds this Ordinance to be in the best interest of the health, safety, and general welfare of the Town;

ORDINANCE

NOW THEREFORE, be it ordained by the Town of Apple Valley, State of Utah, acting by and through the Town Council as follows:

Section 1. Approval of the Addendum. The Second Development Agreement Addendum for the Oculta Roca development, attached hereto as Exhibit "A," is hereby approved. The Mayor or designee of the Town of Apple Valley is authorized to execute said Addendum on behalf of the Town.

Section 2. Recordation. Upon execution, the Addendum shall be recorded in the Official Records of Washington County, Utah, and indexed against all tax parcel numbers listed above.

Section 3. Severability. If any section or clause of this Ordinance is declared invalid, the remainder shall remain in effect.

Section 4. Conflicts/Repealer. This Ordinance supersedes any prior ordinances in conflict herewith.

Section 5. Effective Date. This Ordinance becomes effective upon adoption and signature by the Mayor.

ADOPTED AND APPROVED BY THE APPLE VALLEY TOWN COUNCIL this 20 day of August, 2025 based upon the following vote:

Councilmember (check one per seat):

Michael Farrar (Mayor)	Aye:	Nae:	Abstain:	Absent:
Kevin Sair	Aye:	Nae:	Abstain:	Absent:
Annie Spendlove	Aye:	Nae:	Abstain:	Absent:
Scott Taylor	Aye:	Nae:	Abstain:	Absent:
Richard Palmer	Aye:	Nae:	Abstain:	Absent:

TOWN OF APPLE VALLEY
A Utah municipal Corporation

ATTEST:

Michael Farrar, Mayor

Jenna Vizcardo, Town Recorder

Second Development Agreement Addendum

This Development Agreement Addendum ("Agreement") is made and entered into as of 7/1/25, by and between Hidden Rock Development Group ("Developer") and Town of Apple Valley ("Town").

Recitals:

Developer owns or controls certain parcels of property located in Town, totaling 204 acres, and having the following parcel ID numbers ("**Property**"): AV-2194-D
AV-2194-B
AV-2-2-27-432

Developer desires to develop on the Property an 84-key horizontal cabin rental development with amenities plus 18 residential lots, all to be known as Oculta Roca ("**Project**").

WHEREAS the developer and Town have entered into a Development Agreement, dated June 26, 2024, in which developer and town agreed on terms regarding Developer's Project located in Town. This agreement amends and is supplemental to the Development Agreement.

WHEREAS the developer wishes to make an addendum to the original Development Agreement date June 26, 2024.

WHEREAS, the Developer wishes to add parcel numbers AV-2-2-27-430, AV-2-2-27-431, AV-2-2-28-110, AV-2-2-28-120, AV-2-2-28-220, AV-2-2-28-221, AV-2-2-28-230, AV-2-2-28-240, AV-2169-A-1, AV-2169-B, AV-2194-C, AV-2195-B, AV-2196-A-1, AV-2196-B, AV-2196-C, AV-2196-D, AV-2196-E, AV-2196-F, AV-2196-G, AV-2196-H, AV-2196-I to be included into the original development agreement dated June 26, 2024.

WHEREAS the developer wishes to change the number of residential lots from 18 to 56. The 56 residential lots will be a minimum of five (5) acres. The developer acknowledges this will require a zone change and the developer agrees to apply for a zone change with the town and pay all applicable fees.

WHEREAS the developer wishes to change the total acreage from 204 acres to a total of 727.872 acres.

WHEREAS the developer wishes to delete items 7.1 Infrastructure Built by the Developer and Item number 7.2 Reimbursement for "Upsizing" from the original Development agreement dated June 26, 2024.

WHEREAS the developer wishes to increase the 10% of the residential lots in the short term residential rental pool as stated the original development agreement date June 26, 2024 up to 100% of the residential lots in the short term residential rental pool.

WHEREAS the developer would like to add that if the town and the developer mutually agree at a future date the developer may gate the residential lots area. This may require all interior residential lot roads to become privately owned by a property owners association. If this option is mutually agreed to by both the developer and the town, the developer understands they will be solely responsible for the maintenance of said private roads at their sole cost and expense.

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

1. Infrastructure and Improvements

a. The Recitals above are incorporated as binding provisions of this Agreement.

b. The developer understands and agrees that any required infrastructure improvements will be made at the developer's sole cost/expense and will not be deducted from any impact fees due to the town.

c. The town agrees to waive any permit cost or town fees associated with the developer's design/construction/installation of the previously agreed upon million-gallon water tank and any other infrastructure improvements that will be dedicated to the town or Big Plains Water.

d. The developer agrees to coordinate the reimbursement by the PID's of a maximum of $300,000.00 to the town's funding of resurfacing the roads in town and construction of new roads within town limits. The developer understands that this reimbursement will not be deducted from any impact fees due to the town.

2. 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.

3. Default

Default of This Agreement shall be handled in the same manner as the default provision in paragraph 10 of the Development Agreement.

4. Governing Law

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

5. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and except for the Development Agreement, 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: _____

Apple Valley Simple Lot Subdivision Application

Fee:

Applicant Full Name: Richard & Brittany Fischer

Mailing Address: 1241 S. Desert City: Apple Valley State: Ut Zip: 84737

Phone Number: 435-619-7967 Email Address: richard@eleapbuilders.com

Authorized Agent (if applicable): _____

Property Address: Same City: _____ State: ____ Zip: _____

Tax ID Number: AV-1372-C-1

Current Zoning Designation: Agg

Require Conditions

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

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

Submittal Requirements

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

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

- ☐ The location of the survey by quarter section and by township and range.
- ☐ The date of the survey.
- ☐ The surveyor's stamp or seal.
- ☐ The surveyor's business name and address.

☐ The map and narrative shall be referenced to each other if they are separate documents.

☐ The map and narrative shall be created on material of a permanent nature on stable base reproducible material in the sizes required by the county surveyor.

Site Specific Contents

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

☐ Soils Report: The applicant shall provide a detailed soils report addressing the following issues for the subdivision: hill stabilization, road design, foundation design, groundwater impacts, and general soil stability. The report must be stamped and signed by a Civil Engineer licensed in the state of Utah.

☐ Storm Water Plan: The applicant shall provide a detailed storm water plan for the subdivision. This plan shall include all calculations showing that it meets all applicable codes, standards, and specifications. Plans and calculations shall be stamped and signed by a civil engineer licensed in the state of Utah.

☐ Other Hazard Information: This may include FEMA floodplain information or other information to mitigate natural hazards.

(For Office Use Only)

Date Received: July 7, 2025 Date Paid: July 7, 2025

Preliminary Review

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

Date of Completion Determination: 7/16/2025

Administrative Review

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

Date of Administrative Review Completion: 7/16/2025

Administrative Recommendation to Planning Commission:

Mayor: Yes, I approve. Simple Lot Split and meets all the criteria.
I think it is good to send it to PC for approval. Thank you.

Planning Commission Review

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

Date of Public Hearing: _____

Date of Planning Commission Decision: _____

- ☐ Approved
- ☐ Denied

Filing Date of the Record of Survey: _____

Mail tax notice to:

When recorded mail to:
FISCHER RICHARD S & BRITTANY
1241 S DESERT DR
APPLE VALLEY, UT 84737

DOC # 20240014516
Special Warranty Deed Page 1 of 4
Gary Christensen Washington County Recorder
05/10/2024 10:13:32 AM Fee $ 40.00
By FISCHER RICHARD

PARCEL #: AV-1372-C

SPECIAL WARRANTY DEED

The purpose of this special warranty deed is to create a division of agricultural land per Utah State Code 17-27a-605(2) with the west parcel description used as agricultural land with a home on it and the east parcel used as agricultural land with cattle on it. The east parcel will be given a new parcel number.

Richard S. Fischer and Brittany Fischer, Husband and Wife (hereafter referred to as "***Grantor***"), in exchange for good and valuable consideration, hereby convey(s) and warrant(s) against all who claim by, though, or under Grantor to

Richard S. Fischer and Brittany Fischer, Husband and Wife

of Apple Valley, County of Washington, State of Utah (hereafter "***Grantee***"),

that certain real property located in Washington County, Utah commonly known as **Parcel AV-1372-C**, and further described as follows:

See Attached Exhibit "A" and Exhibit "B".

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

WITNESS the hand of said grantor the 10th day of May, 2024

GRANTOR: **Richard S. Fischer**

Richard S. Fischer

GRANTOR: **Brittany Fischer**

Brittany Fischer

STATE OF UTAH)
SS
COUNTY OF Washington

On this the 10th day of May, 2024, personally appeared before me **Richard S. Fischer and Brittany Fischer**, the named Grantor(s) of the within instrument, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and duly acknowledged that he/she/they executed the same. Witness my hand and official seal.

Residing in Washington County, Utah

My commission expires: 1/13/2027

NOTARY PUBLIC

JANE EUBANKS
Notary Public - State of Utah
Comm. No. 728784
My Commission Expires on
Jan 13, 2027

EXHIBIT 'A' - LEGAL DESCRIPTION

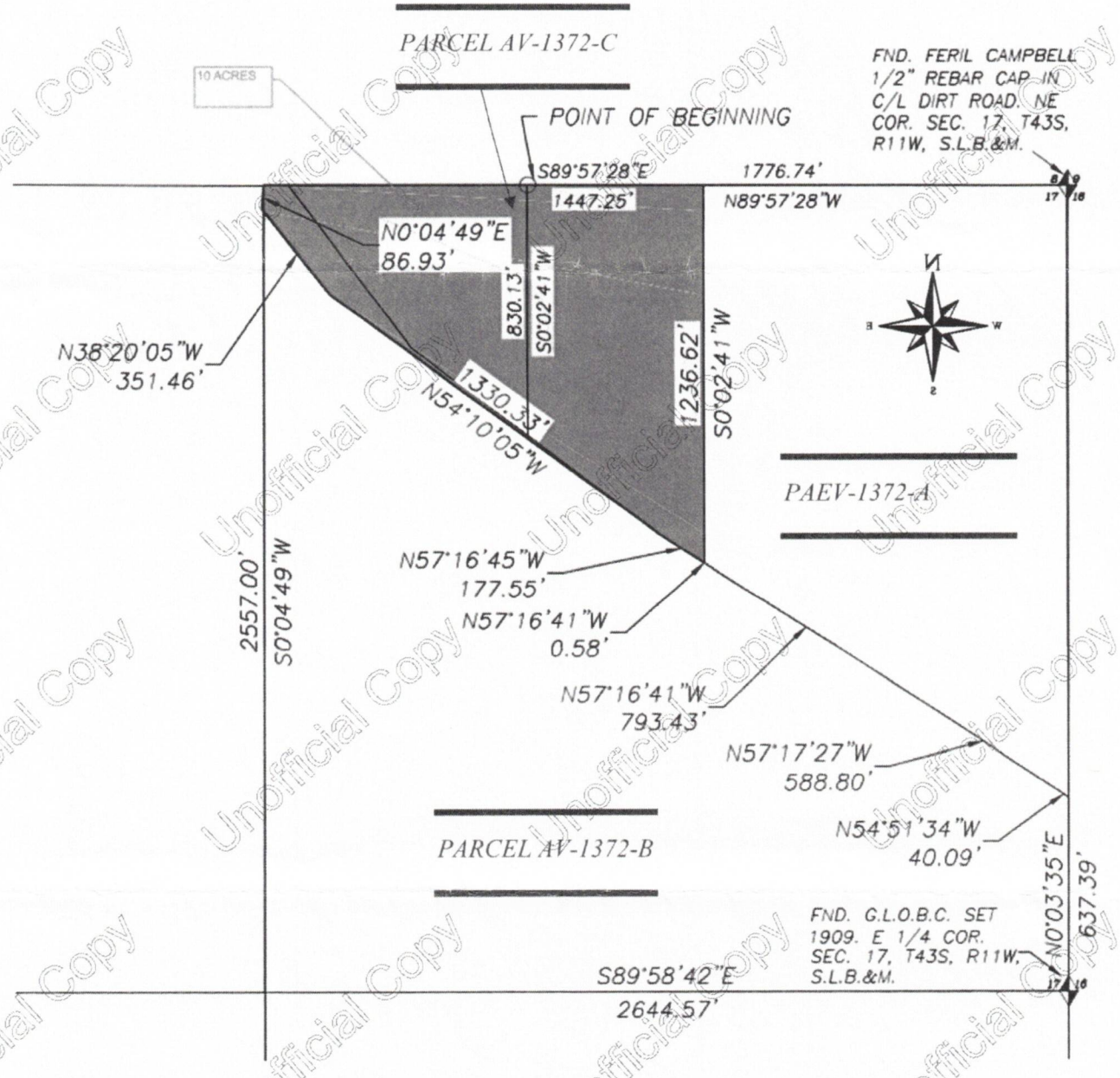
COMMENCING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 43 SOUTH, RANGE 11 WEST, OF THE SALT LAKE BASE & MERIDIAN; THENCE N89°57'28"W ALONG THE NORTH SECTION LINE 1776.74 FEET TO THE POINT OF BEGINNING;

THENCE S00°02'41"W 830.13 FEET; THENCE N54°08'04"W 800.05 FEET; THENCE N38°23'34"W 350.99 FEET TO THE QUARTER SECTION LINE; THENCE N00°04'49"E ALONG SAID LINE, 86.93 FEET TO THE CENTER SECTION CORNER; THENCE S89°57'28"E ALONG THE QUARTER SECTION LINE, 866.87 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 435,598 SQUARE FEET OR 10.000 ACRES.

Unofficial Copy

EXHIBIT 'B'- MAP



APPLE VALLEY
ORDINANCE O-2025-31

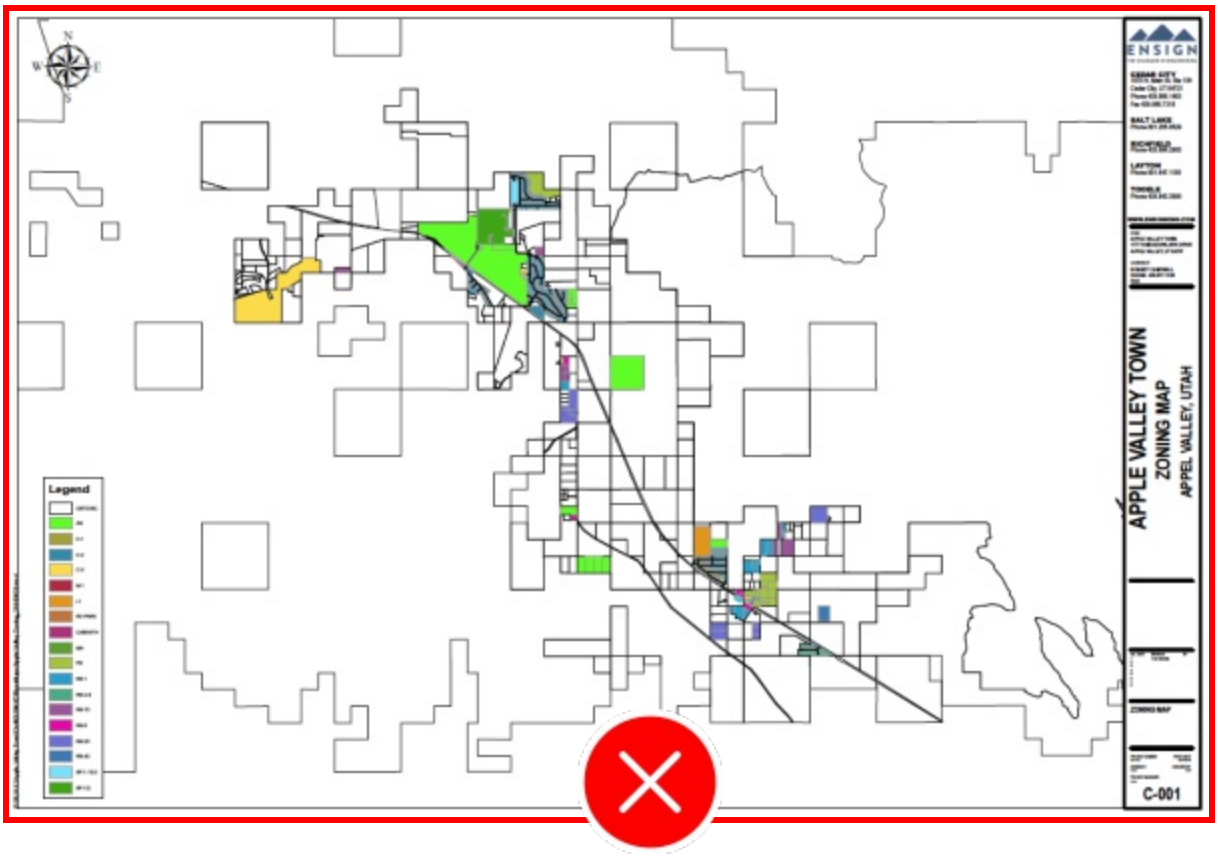
NOW THEREFORE, be it ordained by the Council of the Apple Valley, in the State of Utah, as follows:

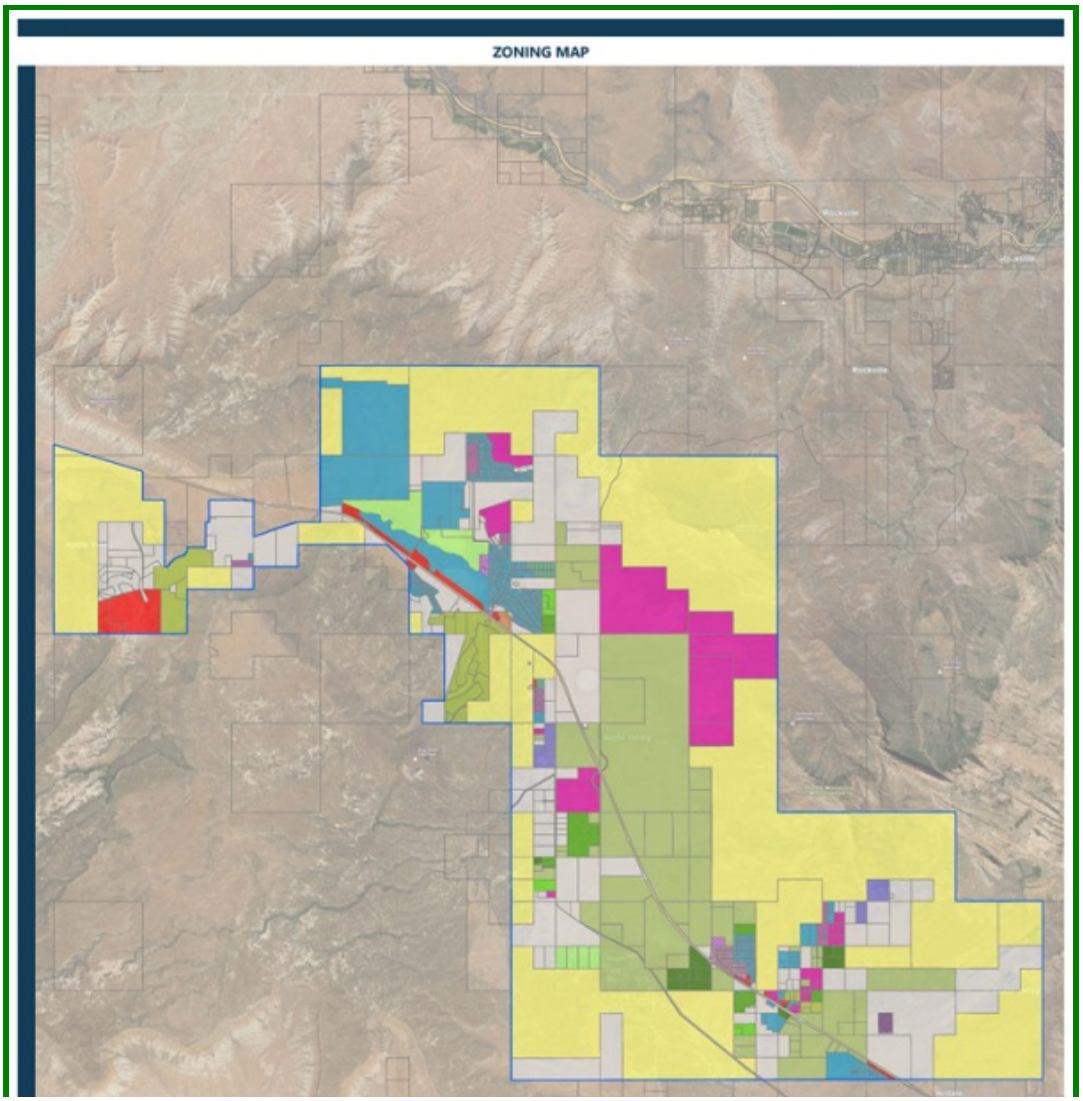
SECTION 1: **AMENDMENT** "10.10.010 General Purposes" of the Apple Valley Land Use is hereby *amended* as follows:

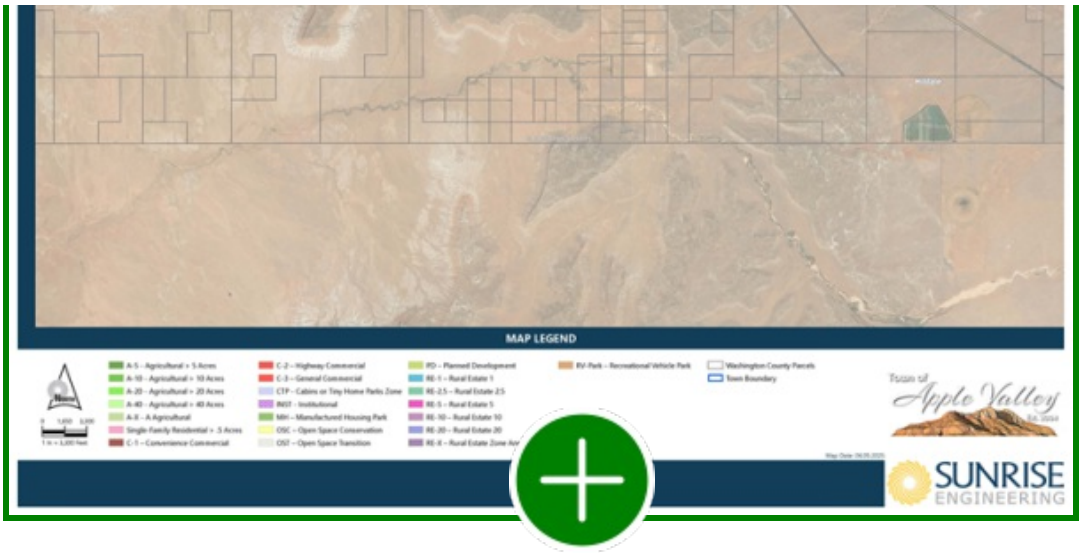
A M E N D M E N T

10.10.010 General Purposes

- Purpose: For the purpose of this title, the following zones are created to be applied as necessary to regulate the development of the land in the town of Apple Valley.
- Boundaries: Where uncertainty exists as to the boundaries of the districts as shown on the town maps, the following shall apply:
    - Boundaries indicated as approximately following the center lines of the street, highways, waterways, roads, etc., shall be constructed to follow such center lines and in the event of change in the centerline, shall be constructed as moving with the centerlines.
    - Boundaries indicated as approximately following platted lot lines shall be constructed to follow such lines.
    - Boundaries indicated as parallels to or extensions of features indicated in the subsections B,1 and B,2 of this section shall be so constructed. Distance not specifically indicated on the official map shall be determined by the scale of the map.
    - Boundaries of each of the said zones are hereby established as described herein or as shown on the map entitled zoning map of Apple Valley, which map is on file in the town offices and all boundaries shown thereon are made by their reference as much a part of this title is fully described and detailed herein.


ENSIGN
APPLE VALLEY TOWN
ZONING MAP
APPEL VALLEY, UTAH
Legend
C-001


ZONING MAP



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

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

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from August 20, 2025.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

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

Attest

_____
Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____
Michael Farrar, Mayor, Apple Valley