



# SPECIAL PLANNING COMMISSION MEETING AND HEARING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, March 27, 2024 at 5:30 PM

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## AGENDA

Notice is given that a meeting of the Planning Commission of the Town of Apple Valley will be held on **Wednesday, March 27, 2024**, commencing at **5:30 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

**Chairman** | Bradley Farrar

**Commissioners** | Lee Fralish | Richard Palmer | Garth Hood | Annie Spendlove

Please be advised that the meeting will be held electronically and broadcast via Zoom. Persons allowed to comment during the meeting may do so via Zoom. Login to the meeting by visiting:

<https://us02web.zoom.us/j/82661513795>

if the meeting requests a password use 1234

To call into meeting, dial (253) 215 8782 and use Meeting ID 8266151 3795

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### CONFLICT OF INTEREST DISCLOSURES

### HEARING ON THE FOLLOWING

1. Amendment of Zone Change Application (Development Agreement pending with Town Council.)

### DISCUSSION AND POSSIBLE ACTION ITEMS

2. Amendment of Zone Change Application (Development Agreement pending with Town Council.)

### ADJOURNMENT

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

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

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the Town at 435-877-1190 at least three business days in advance.

When Recorded Return To:  
 Town of Apple Valley  
 1777 North Meadowlark Drive  
 Apple Valley, Utah 84737

## DEVELOPMENT AGREEMENT FOR OCVLTA ROCA

This *Development Agreement for Ocvlta Roca* (“**Development Agreement**” or “**Agreement**”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024 (“**Effective Date**”) between Town of Apple Valley, a municipal corporation of the state of Utah (“**Town**”), and Hidden Rock Development Group, a Utah limited liability company (“**Developer**”). Together, the Town and Developer are the “**Parties**” to this Agreement, and individually each is a “**Party**” hereto.

### Recitals

A. Developer owns or controls certain parcels of property located in Town, totaling 204 acres, and having the following parcel ID numbers (“**Property**”):

- a. AV-2194-D
- b. AV-2194-B
- c. AV-2-2-27-432

B. 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 Ocvlta Roca (“**Project**”).

C. Developer has submitted to Town and Town has reviewed an application for a zone change that will permit the Project to proceed as planned. On Wednesday March 1, 2023, the Town Council after due deliberation unanimously voted to approve the requested zone change subject to certain conditions, including completion of and entering into a development agreement with the Town.

D. The Parties intend to enter into this Development Agreement in fulfillment of that condition upon zoning change, as well as to allow Developer and Town to resolve, agree upon, and vest issues such as land uses, zoning, density, streetscape, amenities, utility infrastructure, and other development objectives prior to development of the Project.

E. The Parties intend that this process will lead to an attractive and exemplary Project that will add quality of life to future residents, while allowing Town to provide municipal services in a cost effective and efficient manner, all in accordance with the  
 Page 1 of 14

Town's general plan, applicable zoning ordinances, and construction and development standards.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the Parties contained herein, and for other valuable consideration received, the Parties agree as follows:

1. Recitals. The Parties agree that the recitals stated above are incorporated into and form a part of this Agreement.
2. Zoning. All obligations of both parties in this Agreement are fully conditioned upon the Town's final adoption and enactment the zoning districts on the property as shown in the Master Plan, which consist of an A-5 (residential) zone, a Cabin Zone, with PD (Planned Development) Overlay. Upon such adoption and enactment, this Agreement shall immediately vest in accordance with Section 3.
3. Vested Rights.
  - 3.1. Vesting. The Parties specifically intend and agree that this Agreement grants to the Developer "vested rights" pursuant to Utah Code § 10-9a-509 and as that term is construed in Utah's common law. Accordingly, the Developer has the right to develop the property in accordance with the Town's ordinances in place as of the Effective Date, without modification by the Town except as specifically provided in this Agreement.
  - 3.2. Conflicts. Development shall take place in accordance with the terms of this Agreement, State Code, and the Town ordinances in effect on the effective date of this Agreement. In the event of any conflicts, this Agreement shall control.
  - 3.3. Future Matters. The parties intend and agree that with regard to future applications, including preliminary and final plat applications, developer shall be obligated to comply with all development ordinances and standards as they exist as of the Effective Date, except that that future ordinances may apply, to the extent not conflicting with this Agreement, with respect to:
    - 3.3.1. Law changes that Developer agrees in writing to apply to the Project;
    - 3.3.2. Law changes which are generally applicable to all properties in the Town and which are required to comply with State and Federal laws and regulations affecting the Project;
    - 3.3.3. Law changes that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or

safety related codes, such as the International Building Code, the APWA Specifications, AAI-ISTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare.

3.3.4. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Town to all properties, applications, persons and entities similarly situated.

3.4. Changes to Project. No material modifications to the Master Plan shall be made after approval by Town without Town Council's written approval of such modification. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the number or general location of residential lots, number of cabins, amenity buildings or uses, or (ii) substantially changes the location of public and private roads. Modifications to the Master Plan which do not constitute material modifications may be made with the consent of Town staff.

3.5. Future Property. Developer may at its discretion add certain future property it acquires, identified as parcel number AV-2194-A to this Agreement without modification of this Agreement or of the Master Plan, if such property will not contain any buildings or other improvements. Developer may add other future property to this Agreement upon approval of the Town Council and pending approval of any needed zone changes.

#### 4. Master Plan.

4.1. Master Plan Approval. Approval of this Agreement shall include approval of the attached Master Plan. Development will generally occur as set forth therein.

4.2. Infrastructure. All infrastructure will be installed prior to the sale or occupancy of any lots.

4.3. Project Density. Developer shall be vested in and entitled to develop on the Property, through final buildout, one horizontal 84-key cabin rental development, and 18 residential lots.

4.4. Transfer of Units. Developer may sell one or more portions of the Property, (in particular the residential lots), individually, or the entire cabin project to one or more sub-developers ("Successor Developer"), selected by Developer. Developer may do so without modification of this Agreement. The terms of such sale shall expressly include the transfer of the rights and obligations to develop the Successor Developer's portion of the Project in accordance with this Agreement. Upon such sale Successor

Developer will inure to all rights and obligations under this Agreement with respect to the portion of the Property sold to the Successor Developer, and Developer will no longer be obligated under this Agreement in any respect with regard to the portion of the Property sold to the Successor Developer. Developer will retain all rights and obligations hereunder with respect to unsold portions of the Property. Developer shall provide notice to Town of any sale of the Project or portion of Project to a Successor Developer.

#### 4.5. Residential Unit Rental Pool.

4.5.1. 10% of the 18 residential lots in the Project shall be included in the residential unit rental pool (“**Rental Pool**”) per Apple Valley ordinance 10.14.020 Short Term Vacation Rentals. When not in use by the Owner, all units in the Rental Pool shall be managed by the property manager of Project and shall be made available for rental to third parties. For purposes of this provision, 10% of the residential lots shall be deemed to mean one unit in the rental pool year round and another unit available to the rental pool for 9 months in a year.

4.5.2. Developer shall select and appoint in its discretion an on-site Rental Manager (“**Rental Manager**”), and the Rental Manager shall be the exclusive authority to manage, administrate, and regulate all short-term (less than 30 days) rentals within the Project, including access by short-term tenants to common areas and amenities within the Project.

#### 5. Application Approval Procedures.

5.1. Processing Under Town's Code. Approval processes for each development application shall be as provided in this Agreement and the Town’s Code.

5.1.1. Development applications shall be approved by the Town if they comply with the applicable building codes, this Agreement, the State law, and to the extent not vested by this Agreement, the Town’s Code in effect as of the date a development application is made. In the case of any conflicts, this Agreement controls.

5.1.2. Nothing in this Agreement shall be construed to require the Developer or any Successor Developer to obtain further Town zoning approval with respect to a Parcel’s intended use or density, or rights granted to the Developer herein, provided that such development applications comply with the terms set forth in this Agreement, and to the extent not vested by this Agreement, the Town’s Code in effect as of the date a phased development application is made.

5.2. Town’s Cooperation in Processing Development Applications. The Town and Developer shall cooperate reasonably in promptly and fairly processing each

development application.

- 5.3. Town Denial of a Development Application. If the Town denies a development application, the Town shall specify in writing in reasonable detail the reasons the Town believes that the development application is not consistent with this Agreement and/or the Town's code.
- 5.4. Town Denials of Development Applications Based on Denials from Non-Town Agencies. If the Town's denial of a development application is based on the denial of the development application by a non-Town agency, the Developer may appeal any such denial through the appropriate procedures for such a decision.
6. Developer-Provided Amenities. Developer shall provide amenities, including but not limited to amenities such as a spa, restaurants, and bars (upon obtaining a liquor license/permit from the Town), in accordance with those amenities shown on the Master Plan.
7. System Infrastructure.
  - 7.1. Infrastructure Built by the Developer. Developer or Successor Developers may, with prior approval from the Town Council, from time-to-time, install and construct System Improvements (as that term is defined in the Utah Impact Fees Act) for the benefit of the Town. To the extent that such improvements go beyond the Project's proportionate impact, the Town shall assist Developer in obtaining reimbursement from subsequent users, or provide credit for costs or fees to Developer for such facilities as required by the rough proportionality test found in Utah State Law, Utah Code 10-9a-508, and in the Nollan/Dolan line of cases.
  - 7.2. Reimbursement for "Upsizing". The Town shall not require the Developer to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) in order to avoid the need to reimburse as set forth in Section 7.1 above.
  - 7.3. Public Infrastructure District. The Parties agree and acknowledge that the Developer shall be entitled to seek the creation of one or more Public Infrastructure Districts permitted pursuant to Utah statutes, particularly Title 17D, Chapter 4, the Public Infrastructure District Act (the "**PID Act**"), and Town policy, in order to implement and facilitate the financing and construction of public infrastructure for the Property. Town Council approval, at its discretion, of any Public Infrastructure District is required.
8. Security for Improvements.

- 8.1. Security for Public Improvements. The completion of all improvements shall be subject to collateral requirements established by the Town using forms for surety approved by the Town as per municipal codes 11.02.130 Guarantee Of Completion Of Improvements; Form Of Surety; Release Of Funds and 11.02.140 Warranty Of Completed Improvements, and in compliance with State law.
- 8.2. Separate Security for Public Landscaping. Security for the completion landscaping requirements shall be provided only as required by State law.
9. Utilities and Public Services.
- 9.1. Primary Access. Permanent primary access to the project shall be through Highway 59, via Cinder Hill Road.
- 9.2. Improvements to Highway 59. Developer will provide improvements to Highway 59 at the intersection of Cinder Hill Road. The proposed improvement is a roadway widening of approximately 24 feet for approximately 2,150 linear feet and the addition of an Eastbound right-turn deceleration lane, a Westbound left-turn deceleration lane, and a Westbound acceleration lane as per recommendation of traffic consultant and in accordance with the plans shown in Exhibit B. The improvements to Highway 59 are to be approved by the Town and state department of transportation (UDOT). Developer is responsible for 100% of these improvements.
- 9.3. Cinder Hill Road. Developer will provide improvements to Cinder Hill Road, from the intersection of Highway 59 to the boundary of the Property. Cinder Hill Road will be a paved 26-foot-wide road with base shoulders of 4 feet on either side without curb and gutter. The improvements to Cinder Hill Road are to be built per Town design standards and approved by Town. Developer is responsible for 100% of these improvements.
- 9.4. Other Roads. The road crossing at Gould Wash shall be built per requirements as dictated by Town Design Standards & approved by Town Engineer. Developer shall further develop a secondary emergency access road required in accordance with Town ordinances and Town Design Standards, as generally shown on Exhibit C. .
- 9.5. BLM Gate. Presently an access gate exists on the southwest area of parcel AV-2194-D, providing access to BLM land. The BLM access gate will remain in its current location as shown on site master plan Exhibit A.
- 9.6. Cable TV/Fiber Optic Service. Upon application to the Town and approval of a franchise Agreement for such facilities, the Developer may install or cause to be installed underground all conduits and cable service/fiber optic lines within the Project at no expense to the Town. The Developer may contract with any cable TV/fiber optic provider of its own choice and grant an access and/or easement to such provider to furnish cable TV/fiber optic services for those dwelling units or other uses on the

Project, so long as the property is private and not dedicated to the public.

9.7. Water. All water requirements are to be confirmed in a separate agreement with Big Plains Special Service District.

9.8. Additional Easements. The Developer is 100% responsible to secure any necessary road dedication, utility and similar easements or similar property rights (including without limitation easements for water, sewer, power, gas, telephone, etc.) from neighboring property owners in connection with the planning and development of the Development Property. The Town may cooperate (but are not obligated) with Developer in obtaining such easements.

## 10. Default.

10.1. Notice. If the Developer or a Successor Developer or the Town fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the Town believes that the Default has been committed by a Successor Developer then the Town shall also provide a courtesy copy of the Notice to the Developer (“Default”).

10.1.1. Contents of the Notice of Default. The notice of default shall:

10.1.1.1. Specify the claimed event of Default;

10.1.1.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

10.1.1.3. Identify why the Default is claimed to be material; and

10.1.1.4. If the Town chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

10.2. Remedies. If the parties are not able to resolve the Default through good faith negotiations or through mediation (which both parties agree to submit to upon the request of the other party), then the parties may have the following remedies:

10.2.1. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

10.2.2. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.



10.2.3. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by the Developer, or in the case of a default by a Successor Developer, development of those Parcels owned by the Successor Developer until the Default has been cured.

10.2.4. If the cure of any alleged Default can be effectuated by the Town because the alleged Default is covered by any security the Town may have for the completion of a public improvement then the Town may not declare a Default until it has attempted in good faith to use the security to remedy the alleged Default.

10.3. Notice and Public Meeting. Except for withholding the issuance of a building permit, before any remedy may be imposed by the Town the party allegedly in Default shall be afforded the right to notice of a public meeting before the Town Council and shall have the right to address the Town Council regarding the claimed Default.

10.4. Extended Cure Period. If any Default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

## 11. Miscellaneous.

11.1. Authority. The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement.

11.2. Controlling Laws. Development of the Property will proceed in accordance with this Agreement, the laws of the State of Utah and the Codes and Ordinances of Town of Apple Valley in effect as of the date an application is made, unless otherwise specified herein.

11.3. Term of Agreement. The term of this Agreement shall be until the tenth anniversary of the Effective Date. If as of that date the Developer has not been declared to be in default, or if any such declared default is not being cured as provided therein, then this Agreement shall be automatically extended until the fifteenth anniversary of the Effective Date.

11.4. Amendment. Any future amendments to this Agreement shall be in writing and signed by the Developer (or a duly appointed agent of the Developer) and a duly authorized representative of the Town.

11.5. Binding Effect. This Agreement shall be deemed to run with the Property, and shall be binding upon and inure to the benefit of the heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

- 11.6. Notices. Any notices, requests and demands required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed or three (3) days after being sent by United States mail, certified or registered mail, postage prepaid, addressed to such party's address set forth next to such party's signature below. Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this Section.
- 11.7. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- 11.8. Integration. This Agreement constitutes the entire understanding and Agreement between the parties, and supersedes any previous Agreement, representation, or understanding between the parties relating to the subject matter hereof.
- 11.9. Severability. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court or competent jurisdiction, then such a judgment shall not affect any other part or provision of this Agreement except that part or provision so adjudged to be unconstitutional, invalid or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 11.10. Waiver. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other part.
- 11.11. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.
- 11.12. Costs of Enforcement. In the event of default on the part of any party to this Agreement, that party shall be liable for all justifiable costs and expenses incurred by the other parties in enforcing the provisions of this Agreement, including but not limited to reasonable attorneys' fees, whether or not legal action is instituted.
- 11.13. Further Documentation. This Agreement is entered into by both parties with the recognition and anticipation that subsequent Agreements implementing and carrying out the provisions of this Agreement may be necessary. The parties agree to negotiate in good faith with respect to all such future Agreements.

- 11.14. Estoppel Certificate. If no default has occurred in the provisions of this Agreement and upon twenty (20) days prior written request by the Developer or a Successor Developer, the Town will execute an estoppel certificate to any third party, certifying that the Developer or a Successor Developer, as the case may be, at that time is not in default of the terms of this Agreement.
- 11.15. No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the Town and the Developer.
- 11.16. Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- 11.17. Authority. The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the Town, the signature of the Mayor of the Town is affixed to this Agreement lawfully binding the Town pursuant to and is further certified as to being lawful and binding on the Town by the signature of the Town Attorney.
- 11.18. No Undisclosed Rights. Developer acknowledges that this Development Agreement does not restrict any rights that Developer holds under clearly established state law. This Agreement is expressly authorized by Utah Code Section 10-9a-532. The Parties have had the opportunity to obtain legal counsel and have them review this Agreement. Due to Developer incentives and requirements consistent with Utah Code Section 10-9a-535 (1 and 3), the Parties acknowledge that this Agreement may remove, replace, or modify certain rights and responsibilities under the Utah Municipal Land Use, Development, and Management Act (the Act), the municipal code of the Town and applicable common law. Notwithstanding any legal rights afforded to the Parties under the Act, the terms of this Agreement shall govern. Developer expressly agrees that the Town has met any obligation it may owe under Utah Code Section 10-9a-532(2)(c).

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives effective as of the date first written above.





### EXHIBIT "B"

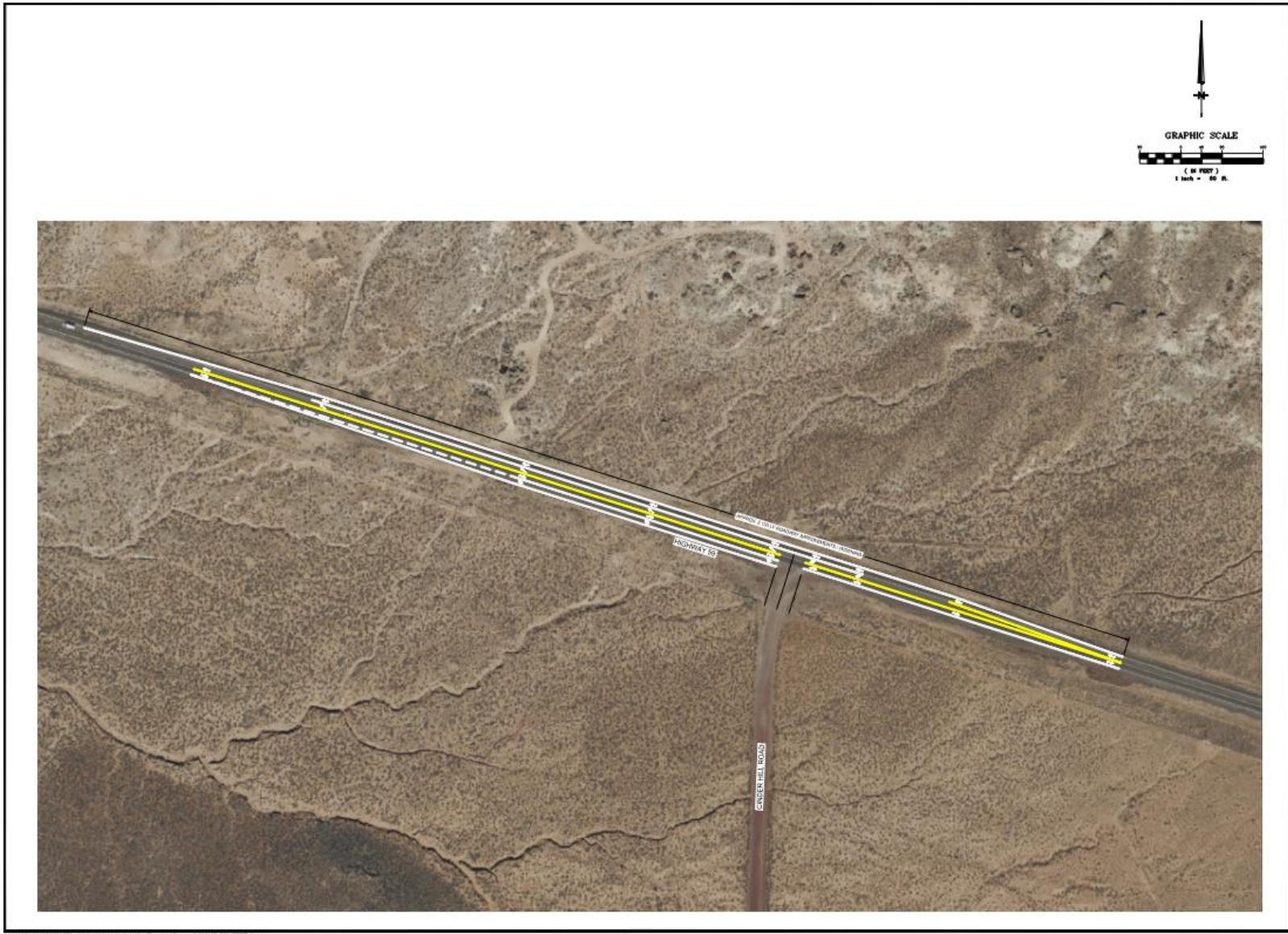
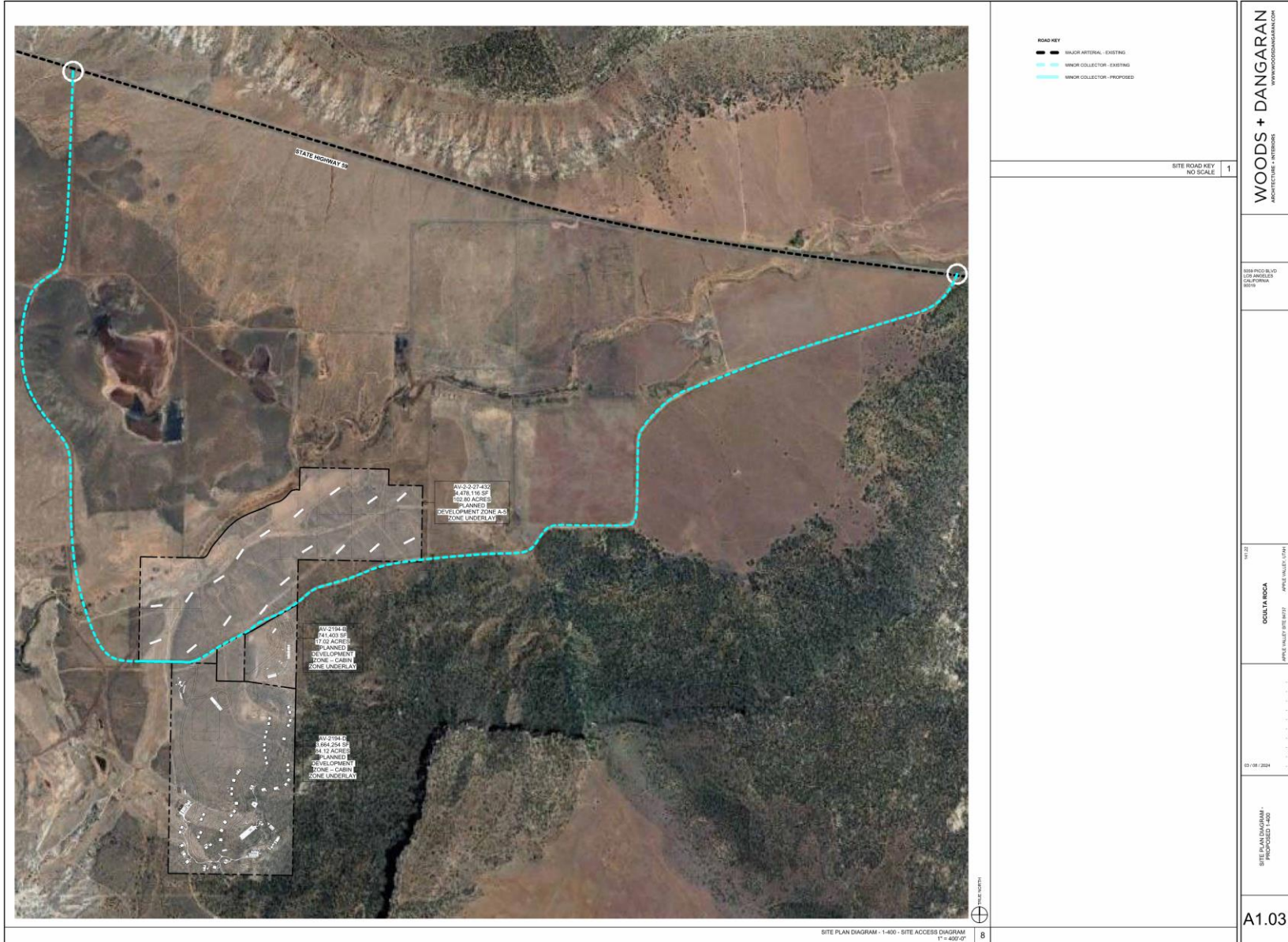


EXHIBIT "C"





**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: Hidden Rock Development Group LLC		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED]		State: [REDACTED]	Zip: [REDACTED]
Agent: (If Applicable)		Phone:	
Address/Location of Property:		Parcel ID: AV-2194-D, AV-2194-B, AV-2-2-27-432	
Existing Zone: OST, OST, C-3 (respectively)		Proposed Zone: A-5, Cabin Zone(PD Overlay)	
For Planned Development Purposes: Acreage in Parcel ~204		Acreage in Application~ 204	
Reason for the request Planned Development of low density hotel and large ranch lot AG-5 residential.			

**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 <b>02.07.2023</b>
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Official Use Only	Amount Paid: \$	Receipt No:
Date Received: <b>February 15, 2023</b>	Date Application Deemed Complete:	
By: 	By:	





Town of Apple Valley

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

Parcel ID#

Item 2.

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):

Anish Bhatia

[Signature of Anish Bhatia]

11/7/22

Name

Applicant/Owner

Date

Dallin Jolley

[Signature of Dallin Jolley]

11.7.22

Name

Applicant/Owner

Date

Name

Applicant/Owner

Date

State of Utah )

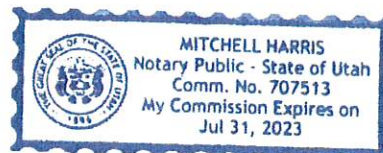
County of Washington )§

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. [Signature]

(notary signature)

(seal)



AFFIDAVIT  
PROPERTY OWNER  
AV-2-2194-D

STATE OF UTAH )  
 )s  
COUNTY OF WASHINGTON )

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

Anish Bhatia  
Property Owner

\_\_\_\_\_  
Property Owner

Subscribed and sworn to me this 7<sup>th</sup> day of FEBRUARY, 20 23.



JOSE CONTRERAS  
Notary Public - State of New York  
No. 01CO6410946  
Qualified in Bronx County  
My Commission Expires 11/09/2024

J. Contreras  
Notary Public

Residing in: BRONX, NY

My Commission Expires: 11/09/2024

JOSE CONTRERAS  
Notary Public - State of New York  
No. 01CO6410946  
Qualified in Bronx County  
My Commission Expires 11/09/2024

AGENT AUTHORIZATION

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

Anish Bhatia  
Property Owner

\_\_\_\_\_  
Property Owner

Subscribed and sworn to me this 7<sup>th</sup> day of FEBRUARY, 20 23.



JOSE CONTRERAS  
Notary Public - State of New York  
No. 01CO6410946  
Qualified in Bronx County  
My Commission Expires 11/09/2024

J. Contreras  
Notary Public

Residing in: BRONX, NY

My Commission Expires: 11/09/2024

AFFIDAVIT  
PROPERTY OWNER  
AV-2194-B

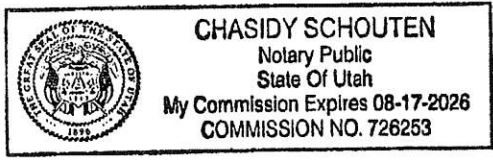
STATE OF UTAH )  
 )§  
COUNTY OF WASHINGTON )

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

[Signature]  
Property Owner

\_\_\_\_\_  
Property Owner

Subscribed and sworn to me this 2 day of November, 2022.



Chasidy Schouten  
Notary Public  
Residing in: Hurricane, Utah  
My Commission Expires: 08-17-2026

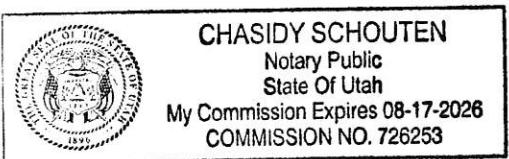
AGENT AUTHORIZATION

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

[Signature]  
Property Owner

\_\_\_\_\_  
Property Owner

Subscribed and sworn to me this 11th day of November, 2022.



Chasidy Schouten  
Notary Public  
Residing in: Hurricane UT  
My Commission Expires: 08-17-2026

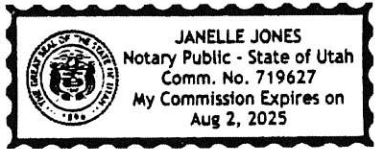
AFFIDAVIT  
PROPERTY OWNER  
AV-2-2-27-432

STATE OF UTAH )  
 )§  
COUNTY OF WASHINGTON )

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

Precept Holdings LLC Jerry Eves Manager  
Property Owner  
[Signature]  
Property Owner

Subscribed and sworn to me this 7<sup>th</sup> day of February, 2023.



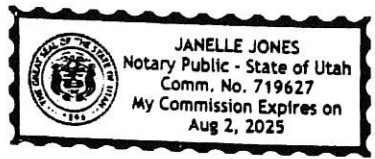
[Signature]  
Notary Public  
Residing in: 720 W. State Street UT, 84787  
My Commission Expires: 8/2/2025

AGENT AUTHORIZATION

I (We), Precept Holdings LLC Jerry Eves Manager, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Anish Bhatia & Dallin Jolley 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.

Precept Holdings LLC Jerry Eves Manager  
Property Owner  
[Signature]  
Property Owner

Subscribed and sworn to me this 7<sup>th</sup> day of February, 2023.



[Signature]  
Notary Public  
Residing in: 720 W. State St. Hurricane UT 84787  
My Commission Expires: 8/2/2025

**Applicant - Hidden Rock Development Group LLC**

Dallin Jolley  
 Managing Partner  
 5889 South Highland Drive.  
 Holladay, Utah 84121

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

**Current Owner –**

AV-2194-D

BHATIA, ANISH  
 HIKKO DESIGN LLC  
 1250 LONG BEACH AVE  
 LOS ANGELES, CA 90021

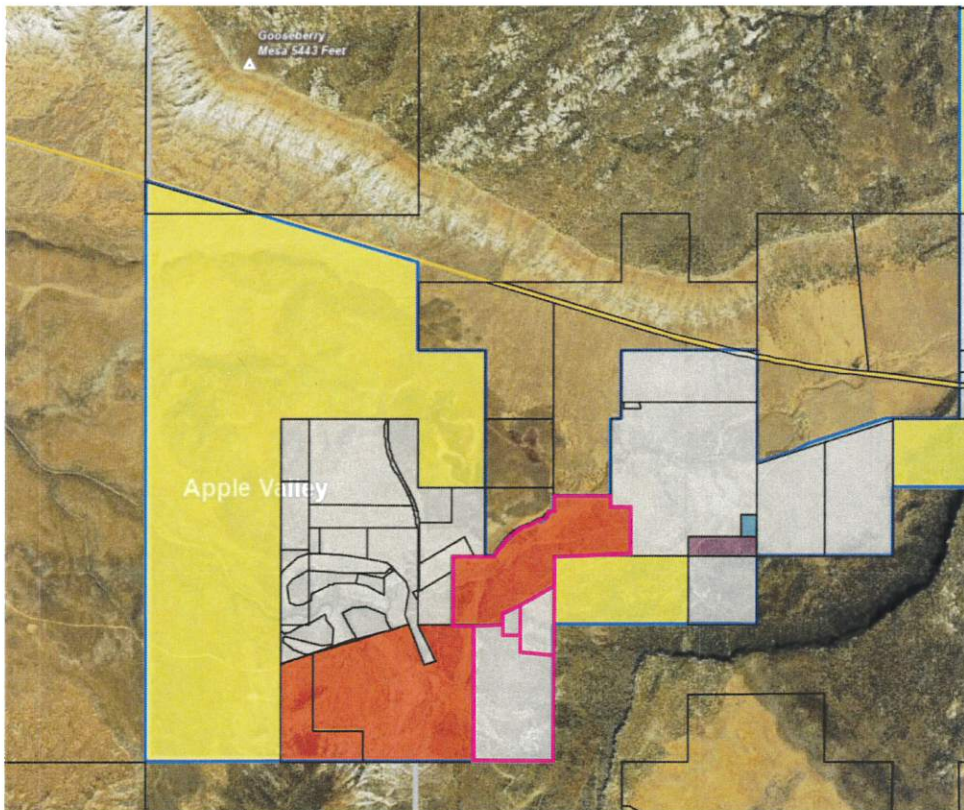
AV-2194-B

HALL LARON W & LINDA W  
 120 W 975 N  
 HURRICANE, UT 84737

AV-2-2-27432

PRECEPT HOLDINGS LLC  
 253 W 1480 S  
 HURRICANE, UT 84737

**Property Map with Existing, Proposed and Abutting Properties Zoning Classification**



**Existing Zoning Classifications**

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

*\*Subject property outlined in pink. Proposed A-5 and Cabin Zone with PD Overlay*

**Accurate Legal Description****Parcel Number:** AV-2194-D

**Legal:** S: 27 T: 42S R: 12W BEG AT PT N89°53'25" E ALG S SEC/L 1080.46 FT FM SW COR SEC 27, T42S, R12W; TH N0°04'17" W 2638.65 FT TO PT ON C/S/L; TH N89°54'58" E ALG SD C/S/L 559.35 FT TO PT ON PARCEL DESC IN DOC #20070025178, TH ALG SD PARCEL FOL (2) CRSES: S0°03'58" E 218.34 FT; TH N89°53'25" E 346.55 FT TO PT ON PARCEL DESC IN INSTR #917739; TH ALG SD PARCEL FOL (2) CRSES: S0°03'58" E 321.36 FT; TH S84°32'14" E 655.48 FT TO C/S/L; TH S0°03'39" E ALG SD C/S/L 2035.05 FT TO S1/4 COR OF SD SEC 27; TH S89°53'25" W ALG S SEC/L 1557.90 FT TO POB.

**Parcel Number:** AV-2194-B

**Legal:** S 27 T: 42S R: 12W BEG SW COR SEC 27 T42S R12W TH N89°56'17E 2639.07 FT; TH N0°01'06W 2035 FT TO POB; TH N84°29'22W 656 FT; TH N0°01'06W 908.32 FT; TH N59°01'33E 761.40 FT; TH S0°01'06E 1363.17 FT TO POB

**Parcel Number:** AV-2194-B

**Legal:** 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, SAL 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 96.72 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.

# AV-2194-D



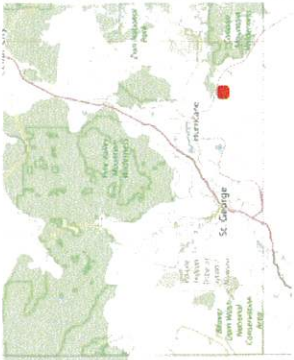
2199-A



IGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

**Legend**

Parcels	
Ownership	
[Light Blue Box]	U.S. Forest Service
[Light Green Box]	U.S. Forest Service Wilderness
[Yellow Box]	Bureau of Land Management
[Orange Box]	Bureau of Land Management Wildlife
[Light Purple Box]	National Park Service
[Light Brown Box]	Shivwits Reservation
[Green Box]	Utah Division of Wildlife Resources
[Dark Green Box]	Utah Division of Transportation
[Blue Box]	State Park
[Light Blue Box]	State of Utah
[Orange Box]	Washington County
[Grey Box]	Municipally Owned
[Dark Green Box]	School District
[Light Blue Box]	Privately Owned
[Blue Box]	Water
[Light Blue Box]	Water Conservancy District
[Pink Box]	State Assessed Oil and Gas
[Light Purple Box]	Mining Claim

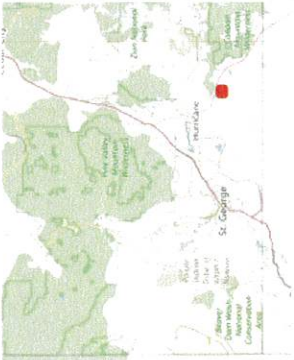
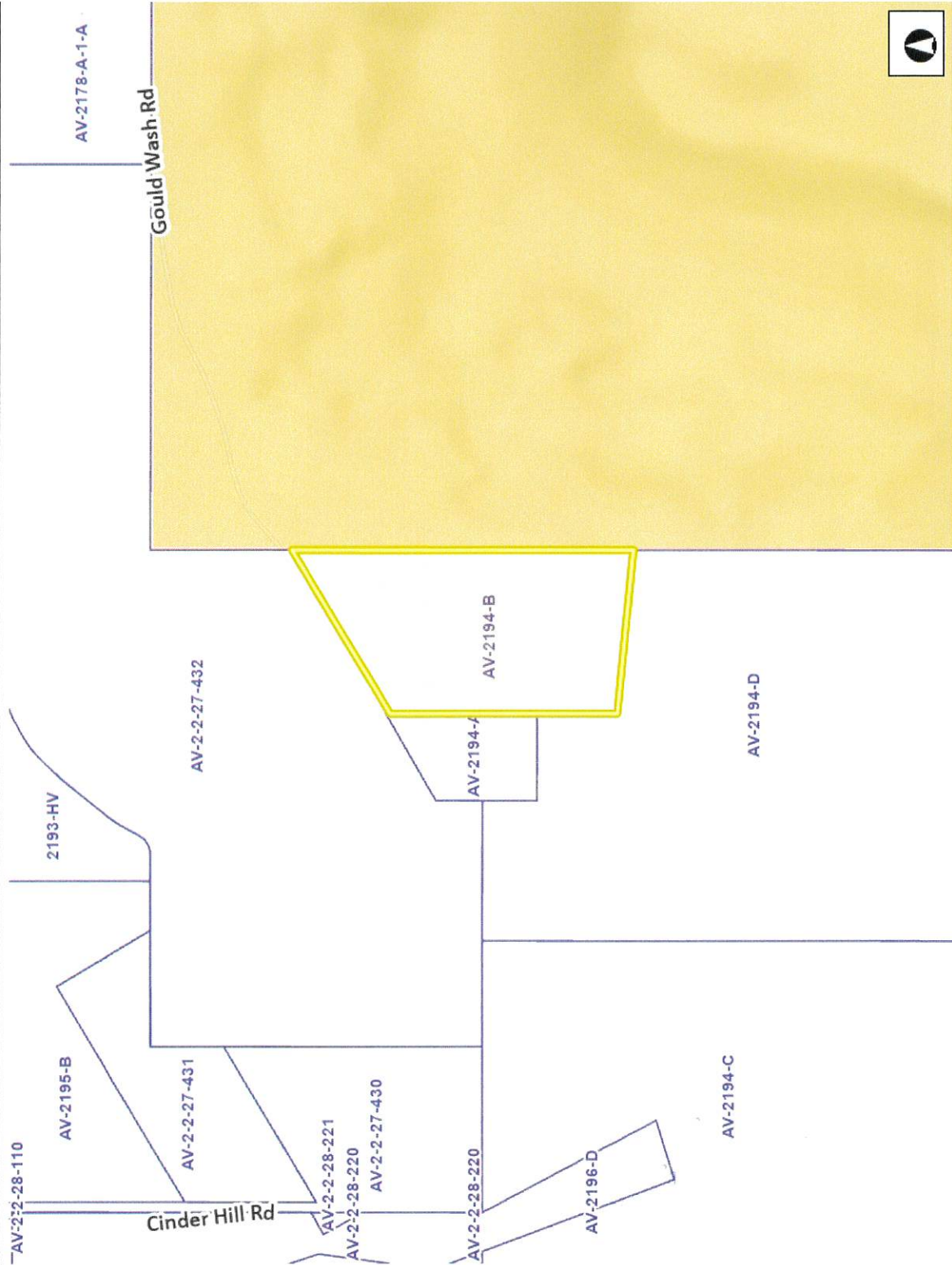


Notes

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

Item 2.

# AV-2194-B



**Legend**

Parcels	Ownership
[Light Blue Box]	U.S. Forest Service
[Green Box]	U.S. Forest Service Wilderness
[Yellow Box]	Bureau of Land Management
[Orange Box]	Bureau of Land Management Wildlife
[Light Green Box]	National Park Service
[Light Yellow Box]	Shivwits Reservation
[Light Blue Box]	Utah Division of Wildlife Resources
[Light Green Box]	Utah Division of Transportation
[Light Blue Box]	State Park
[Light Blue Box]	State of Utah
[Light Blue Box]	Washington County
[Light Blue Box]	Municipally Owned
[Light Blue Box]	School District
[Light Blue Box]	Privately Owned
[Light Blue Box]	Water
[Light Blue Box]	Water Conservancy District
[Light Blue Box]	State Assessed Oil and Gas
[Light Blue Box]	Mining Claim

**Notes**

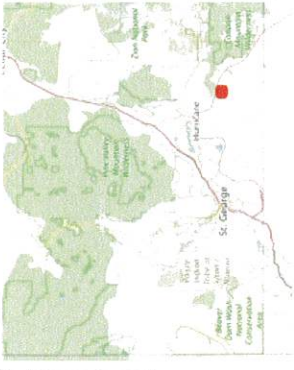
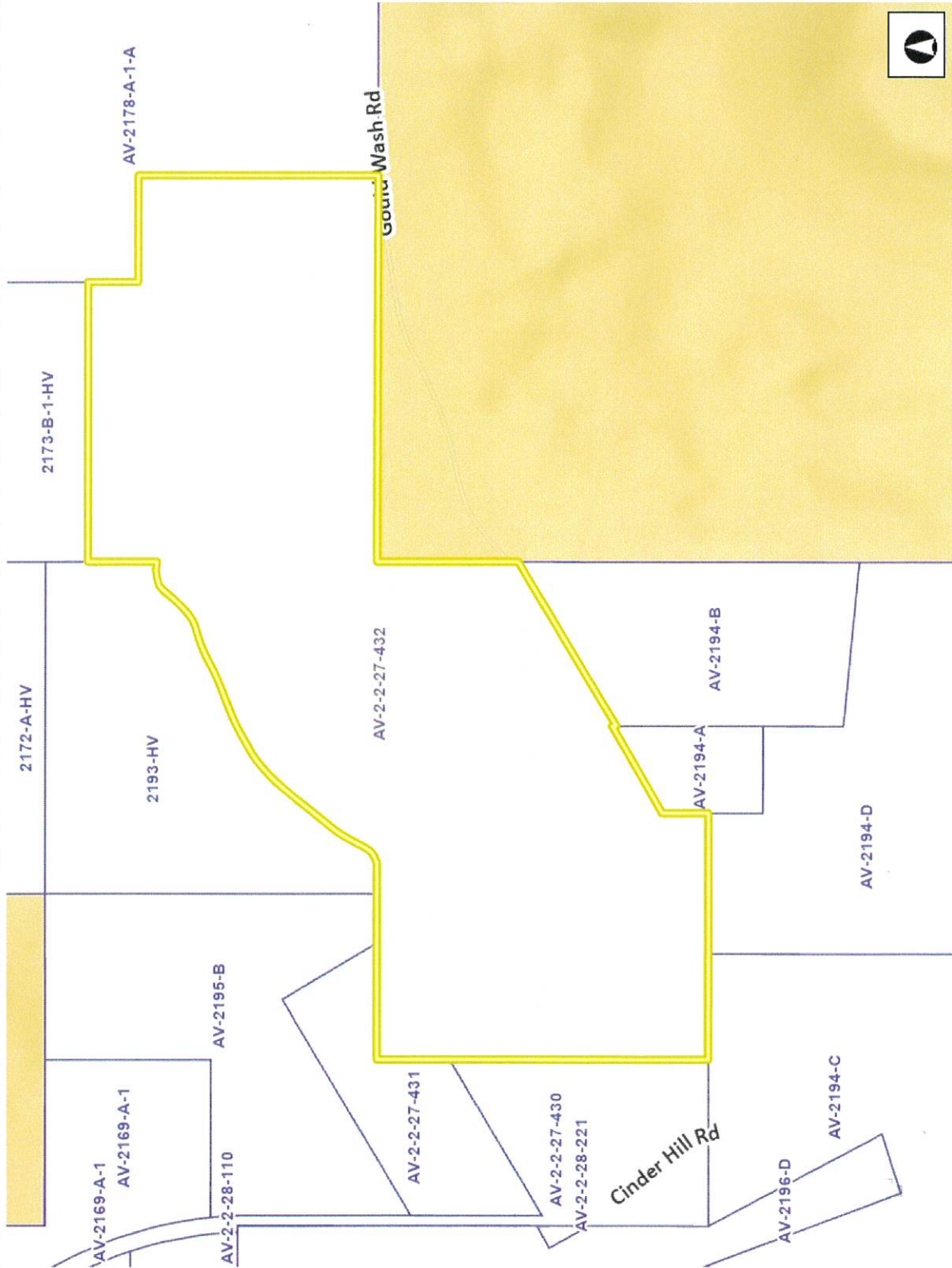
Item 2.

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# AV-2-2-27-432



**Legend**

Parcels	
Ownership	
[Light Green Box]	U.S. Forest Service
[Light Yellow Box]	U.S. Forest Service Wilderness
[Yellow Box]	Bureau of Land Management
[Orange Box]	Bureau of Land Management Wildlife
[Light Blue Box]	National Park Service
[Light Purple Box]	Shivwits Reservation
[Light Green Box]	Utah Division of Wildlife Resources
[Light Blue Box]	Utah Division of Transportation
[Light Blue Box]	State Park
[Light Blue Box]	State of Utah
[Light Blue Box]	Washington County
[Light Blue Box]	Municipally Owned
[Light Blue Box]	School District
[Light Blue Box]	Privately Owned
[Light Blue Box]	Water
[Light Blue Box]	Water Conservancy District
[Light Blue Box]	State Assessed Oil and Gas
[Light Blue Box]	Mining Claim

**Notes**

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Item 2.



*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: Oculita 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



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



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 Gould Wash Road  
PROPERTY: 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

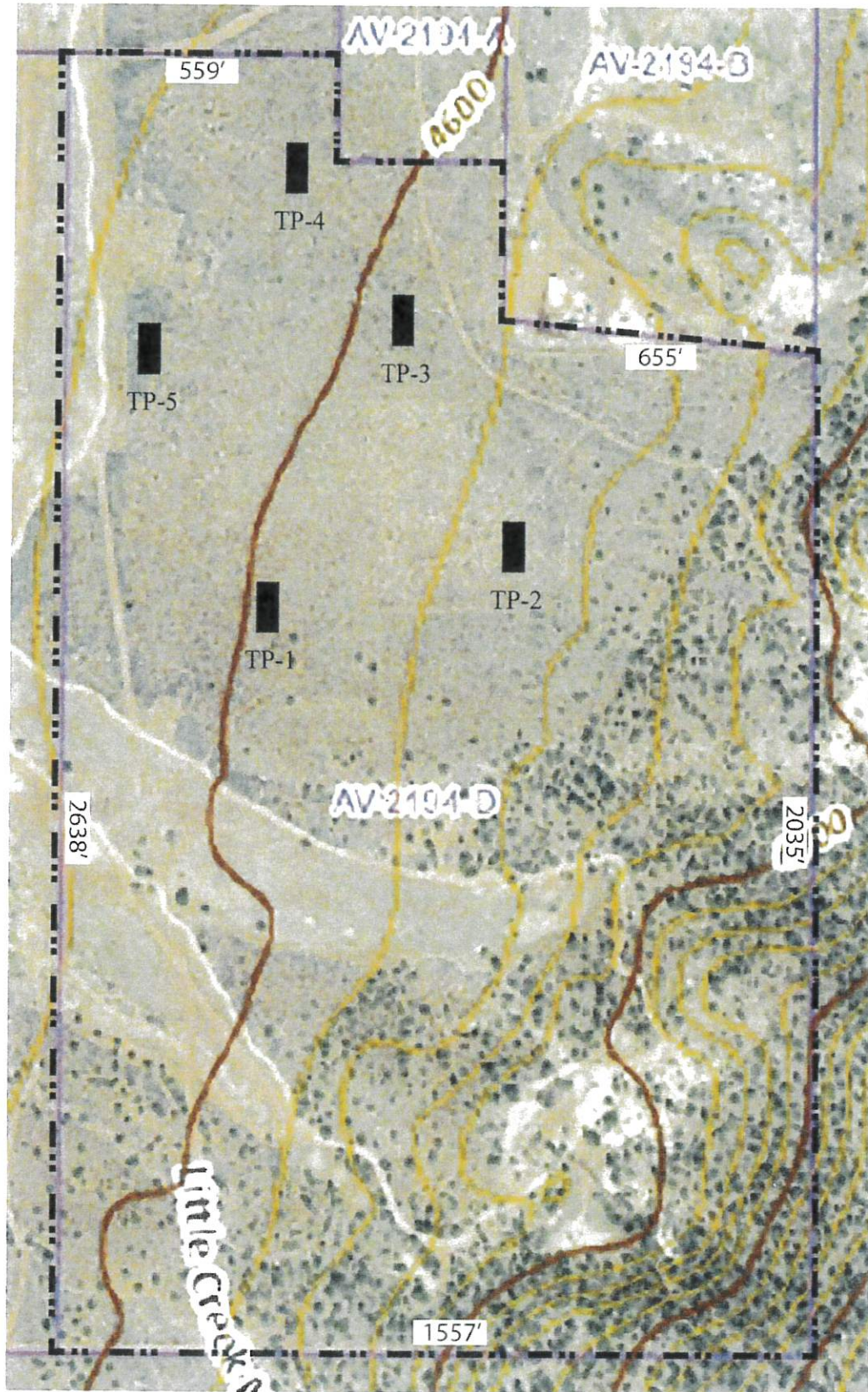
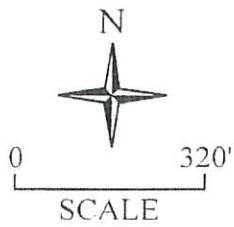
Date groundwater table determined: August 24, 2022

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:   
(Unsigned test certificates will not be accepted)

Date: 10-18-22



Engineering  
Consulting  
Testing

### SITE PLAN

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

Figure 1