



PLANNING COMMISSION - HEARING NOTICE

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

Public Hearing will be held on the following topics:

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

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 26th day of March, 2026.

Dated this 26th day of March, 2026

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.



Proposal: Zone Change
Current Zone: A-X
Proposed Zone: A-5
Acres: 61.78
Project location: AV-1328-A
Number of Lots: 1
Report prepared by Eldon Gibb, Planning Consultant with Shums Coda

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

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

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

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



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

See Fee Schedule Page 2 \$ 3,471

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

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

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

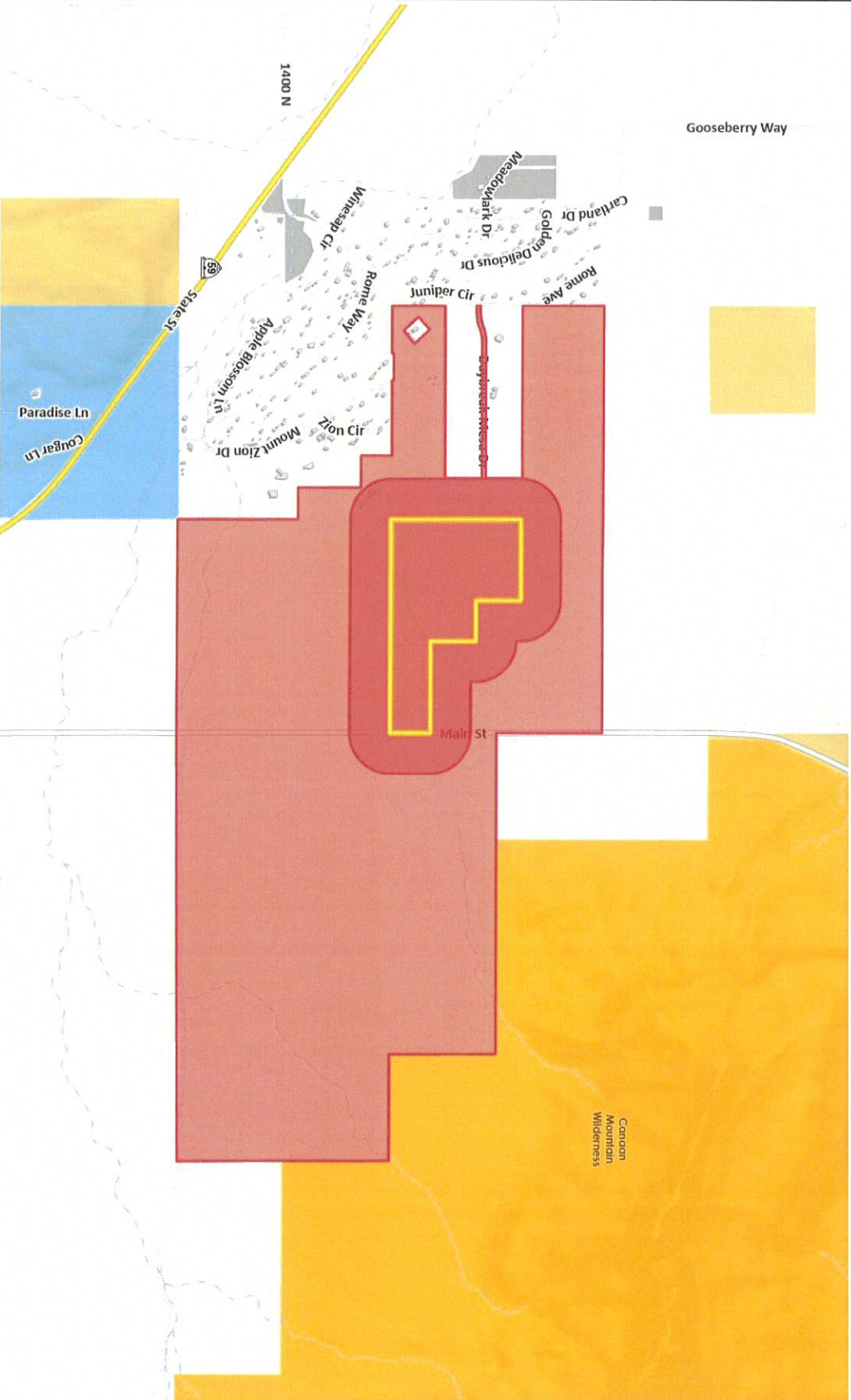
- A. The name and address of owners in addition to above owner.
- B. An accurate property map showing the existing and proposed zoning classifications
- C. All abutting properties showing present zoning classifications
- D. An accurate legal description of the property to be rezoned
- E. A letter from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

Applicant Signature 	Date Feb 18, 2026
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Official Use Only	Amount Paid: \$ 3,471	Receipt No: 60551
Date Received: RECEIVED FEB 23 2026	Date Application Deemed Complete:	
By:	By:	



AV-1328-A - Zone Change

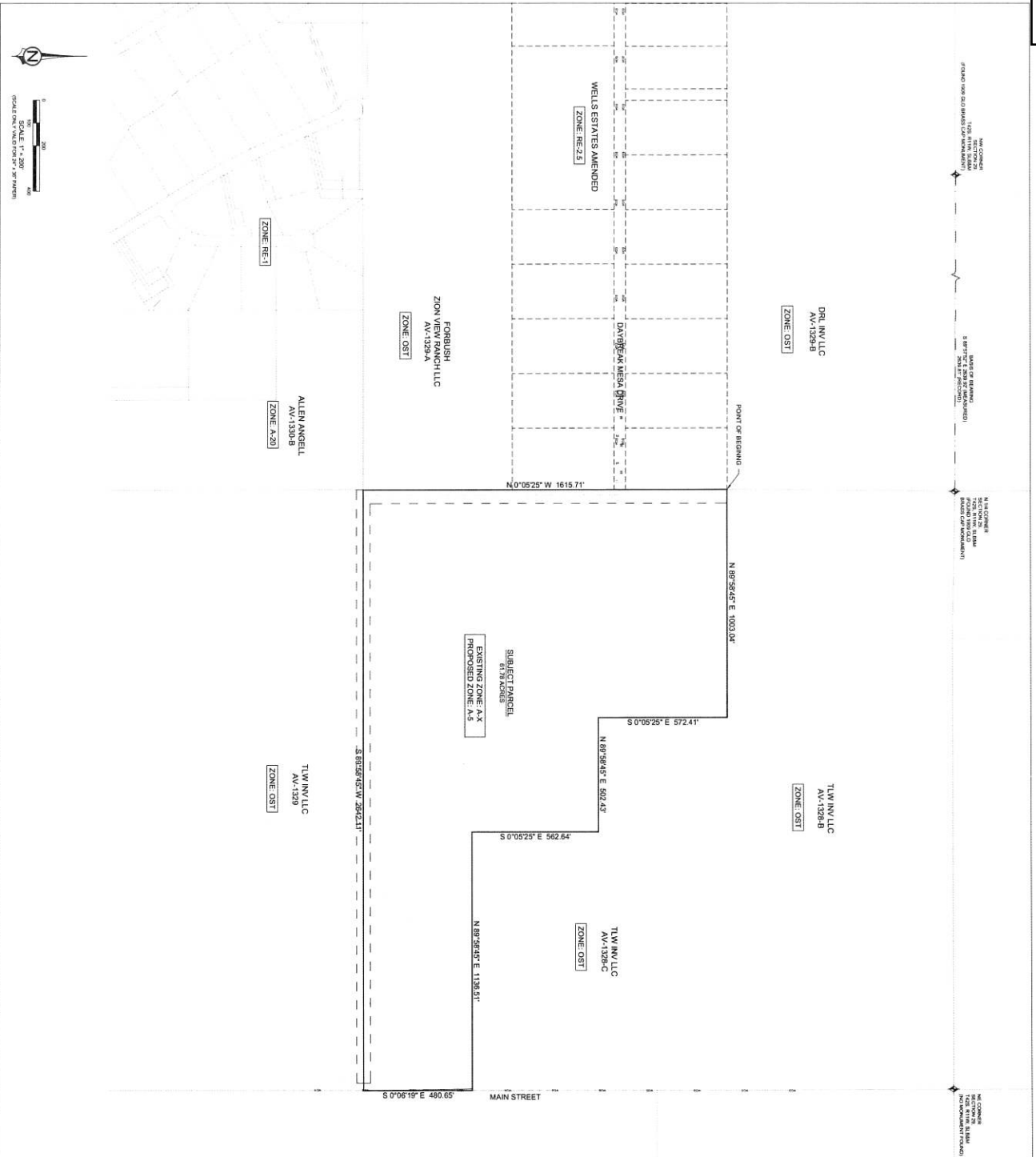


DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and zoning information on this map is for display purposes only and should not be relied upon without independent verification. Washington County, Utah will not be held responsible for any claims, losses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



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

Notes
 02/18/2026
 500' RADIUS
 CIVIL SCIENCE



LEGAL DESCRIPTION
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 10 EAST, 10TH MERIDIAN, 10TH EDITION, PLATS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

NARRATIVE
 THE PURPOSE OF THIS ZONE CHANGE REQUEST IS TO CHANGE THE EXISTING A-4 ZONING DESIGNATION TO A-5 ZONING.

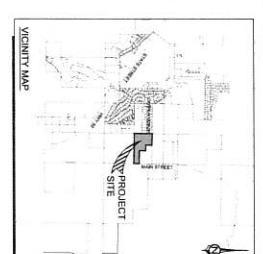
PROPERTY OWNER
 CIEL HOLDINGS LLC
 PLUMB LAND INVESTMENT LLC
 AV-1328-A
 LOCATED IN APPLE VALLEY, UTAH

ZONE CHANGE EXHIBIT

PROXY & ZONING
 DATE: 10/15/2021
 SCALE: 1" = 200'

DATE: 10/15/2021
 SCALE: 1" = 200'

SHEET 1 OF 1



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

ZONE CHANGE EXHIBIT
AV-1328-A
 LOCATED IN APPLE VALLEY, UTAH

SUBDIVISION APPROVAL PROCESS

Item 1.

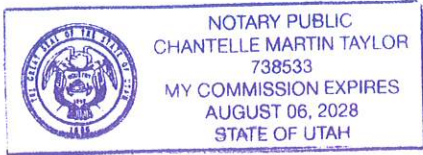
**AFFIDAVIT
PROPERTY OWNER**

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

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

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

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



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

AGENT AUTHORIZATION

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

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

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



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

Warranty Deed Page 1 of 5
Gary Christensen Washington County Recorder
03/15/2024 03:07:12 PM Fee \$40.00 By
SOUTHERN UTAH TITLE COMPANY

When recorded mail deed and tax notice to:

Ciel Holdings, L.L.C., a Utah limited liability company
201 S Main St, #2000
Salt Lake, UT 84111



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

Space Above This Line for Recorder's Use

WARRANTY DEED

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

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

See Attached Exhibit "A"

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

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

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

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

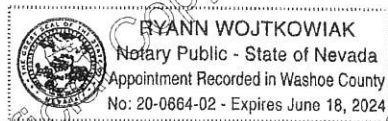
By: [Signature]
Aaron V Blackham, Manager

STATE OF Nevada)
) :ss.
COUNTY OF Washoe)

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

[Signature]
NOTARY PUBLIC

My Commission Expires: June 18, 2024



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

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

EXHIBIT "A"

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

Initials AB

3/14/24

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: Main Street Zion L.L.C., a Nevada limited liability company
 Grantee: Ciel Holdings, L.L.C., a Utah limited liability company, as to an undivided 50% interest, and Plumb Land Investment, LLC, a Utah limited liability company, as to an undivided 50% interest
 Tax ID Number(s): AV-1328-A

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

Check one box only

- | | | |
|---------------------------------------|---|----------------------|
| 1 <input checked="" type="checkbox"/> | All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed. | Proceed to Section A |
| 2 <input type="checkbox"/> | Only a portion of Grantor's water rights are being conveyed. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked) | B |
| 3 <input type="checkbox"/> | No water rights are being conveyed. | C |
| 4 <input type="checkbox"/> | Water rights are being conveyed by separate deed. | C |

Section	Important Notes (see other side)
A The water right(s) being conveyed include Water Right No(s) <u>81-4536</u> along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights (Proceed to Section C)	N1 N2 N3
B Only the following water rights are being conveyed: (check all boxes that apply) <input type="checkbox"/> All of Water Rights No(s) _____ <input type="checkbox"/> _____ acre-feet from Water Right No. _____ for: _____ families _____ acres of irrigated land: stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ <input type="checkbox"/> _____ acre-feet from Water Right No. _____ for: _____ families _____ acres of irrigated land: stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N1 N4 N5 N5 N2
C Disclosures By Grantor: (check all boxes that apply) <input type="checkbox"/> Grantor is endorsing and delivering To Grantee stock certificates for _____ Shares stock in the following water company: _____ <input type="checkbox"/> Culinary water service is provided by: _____ <input type="checkbox"/> Outdoor water service is provided by: _____ <input type="checkbox"/> There is no water service available to Grantor's Parcel(s). <input type="checkbox"/> Other water related disclosures: _____	N6 N7 N8 N9 N10

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

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

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


 Aaron V Blackham, Manager

3/11/24

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

Walter J. Plumb, III, Manager

Walter J. Plumb, IV, Manager

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

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

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: Main Street Zion L.L.C., a Nevada limited liability company
Grantee: Ciel Holdings, L.L.C., a Utah limited liability company, as to an undivided 50% interest, and Plumb Land Investment, LLC, a Utah limited liability company, as to an undivided 50% interest
Tax ID Number(s): AV-1328-A

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

Check one box only

- 1 [x] All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed. Proceed to Section A
2 [] Only a portion of Grantor's water rights are being conveyed. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked) Proceed to Section B
3 [] No water rights are being conveyed. Proceed to Section C
4 [] Water rights are being conveyed by separate deed. Proceed to Section C

Table with 3 columns: Section, Description, and Important Notes (see other side). Section A: Water Right No(s) 81-4536. Section B: Only the following water rights are being conveyed. Section C: Disclosures By Grantor.

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

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

Aaron V Blackham, Manager

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

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

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

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WATER RIGHTS ADDENDUM TO LAND DEEDS

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Check one box only

- 1 [X] All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed. Proceed to Section A
2 [] Only a portion of Grantor's water rights are being conveyed. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked) B
3 [] No water rights are being conveyed. C
4 [] Water rights are being conveyed by separate deed. C

Table with 3 columns: Section, Description, and Important Notes (see other side). Rows include Section A (Water Right No. 84-4536), Section B (Specific water rights and uses), and Section C (Disclosures by Grantor).

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

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

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Aaron V Blackham, Manager

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Walter J. Plumb, III, Manager

Walter J. Plumb, IV, Manager

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

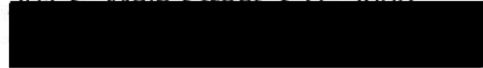


Let's turn the answers on.

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

June 21, 2024

Ciel Holdings LLC
201 S. Main Street, STE 2000



Re: Zone Change for Residential Subdivision

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

Dear Ciel Holdings LLC:

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

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

Sincerely,

Ruston Jenson
Estimator
Dixie Service Center
435-688-3708



January 26, 2026

Apple Valley
1777 North Meadowlark Drive
Apple Valley, UT 84737

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

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Amber Gillette".

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

1350 South Sandhollow Road, Hurricane, UT 84737
phone: 435.635.2348
email: ashcreek@infowest.com



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

APPLICATION FOR WILL-SERVE LETTER

Completed forms may be emailed to clerk@applevalleyut.gov

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

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

I WILL BE [] BUYING A WATER RIGHT [] N/A, I HAVE A WATER STANDBY

SEND WILL SERVE LETTER TO [] Email Address [] Mailing Address

Applicant's Signature [Handwritten Signature] Date: 1/23/26
for Plumbe Holdings S.G.

Office Use Only: DATE RCVD 1/28/2026 \$84 FEE: [] INITIALS: [Handwritten Initials] ACCT NUMBER 2091

- [X] Application Fee \$84.00 Initial Fee(1/2hour). \$84.00 for Additional Half Hours
[X] Status
[X] New Service
[X] Impact Fee
None-Impact Fee Waiver (Fees Paid Up-To-Date)
3/4" - \$17,788.00
1" - \$31,623.11
1.5" - \$71,152.00
2" - \$126,492.44
3" - \$284,608.00
Applicable Credits due to Impact Fee Waiver Loss \$()
Meter Needed - \$1,600 Connection Fee Deposit \$
[X] Water Right Requirement
Buy-In \$10,000.00
None Required - Standby Intact
TOTAL POSSIBLE DUE TO THE DISTRICT FOR SERVICE \$

TOWN OF APPLE VALLEY
ORDINANCE O-2026-11

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

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

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

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

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

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

SECTION I: Zoning Amendment

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

SECTION II: Official Zoning Map Update

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

SECTION III: Effective Date:

This ordinance shall take effect immediately upon passage and adoption.

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

PRESIDING OFFICER

Michael L. Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Clerk/Recorder

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



March 4, 2026

RE: NOTICE OF PUBLIC HEARING — ZONING MAP AMENDMENT REQUEST

Parcel Number: AV-1328-A

Approximate Situs Addresses: DAYBREAK MESA DR & MAIN STREET, 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 Agricultural Zone (A-X) to Agricultural 5 Acres Zone (AG-5). The applicant has stated that the reason for the request is proposed A-5 Zoning on 61.78 acres.

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_Agricultural_Zone

The hearing will be held on Wednesday, April 8, 2026 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

REDSTONE AT CANAAN LLC
AV-1327
PO BOX 125
CANNONVILLE, UT 84718

CIEL HOLDINGS LLC, ET AL
AV-1328-A
201 S MAIN ST STE 2000
SALT LAKE CITY, UT 84111

FORBUSH M DON TR, ET AL
AV-1329-A
1617 N MOUNT ZION DR
APPLE VALLEY, UT 84737

TLW INVESTMENTS LLC, ET AL
AV-1329-F
730 W DAYBREAK MESA DR
APPLE VALLEY, UT 84737

ANGELL ALLEN P JR
AV-1330-B
1582 N ZION CIR
APPLE VALLEY, UT 84737-4826

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

DRL INV LLC
AV-1329-B
6648 SOUTHFORK RD
PROVO CANYON, UT 84604

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

JOHNSON JEFF, ET AL
AV-WEL-25
24299 CRESTLEY DR
CORONA, CA 92883-5621

TLW INV LLC
AV-1328-C
5199 WHEELER WAY
HURRICANE, UT 84737

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

TLW INV LLC
AV-1328-B
5199 WHEELER WAY
HURRICANE, UT 84737

Apple Valley Simple Lot Subdivision Application

Fee: _____

Applicant Full Name: Ciel Holdings LLC

Mailing Address: ████████████████████ City: ██████████ State: ██ Zip: ██████

Phone Number: ██████████ Email Address: ████████████████████

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

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

Tax ID Number: AV-1328-A

Current Zoning Designation: A-X

Require Conditions

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

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

Submittal Requirements

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

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

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

Site Specific Contents

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

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

(For Office Use Only)

Date Received: _____ Date Paid: _____

Preliminary Review

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

Date of Completion Determination: _____

Administrative Review

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

Date of Administrative Review Completion: _____

Administrative Recommendation to Planning Commission:

Planning Commission Review

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

Date of Public Hearing: _____

Date of Planning Commission Decision: _____

- Approved
- Denied

Filing Date of the Record of Survey: _____

Zion Summit Estates Simple Lot Subdivision Application Narrative

Applicant:

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

Project Overview

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

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

Existing Conditions

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

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

Proposed Development

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

No internal private streets are proposed.

Access and Roadway Improvements

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

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

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

Utilities

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

Drainage

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

Compliance

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

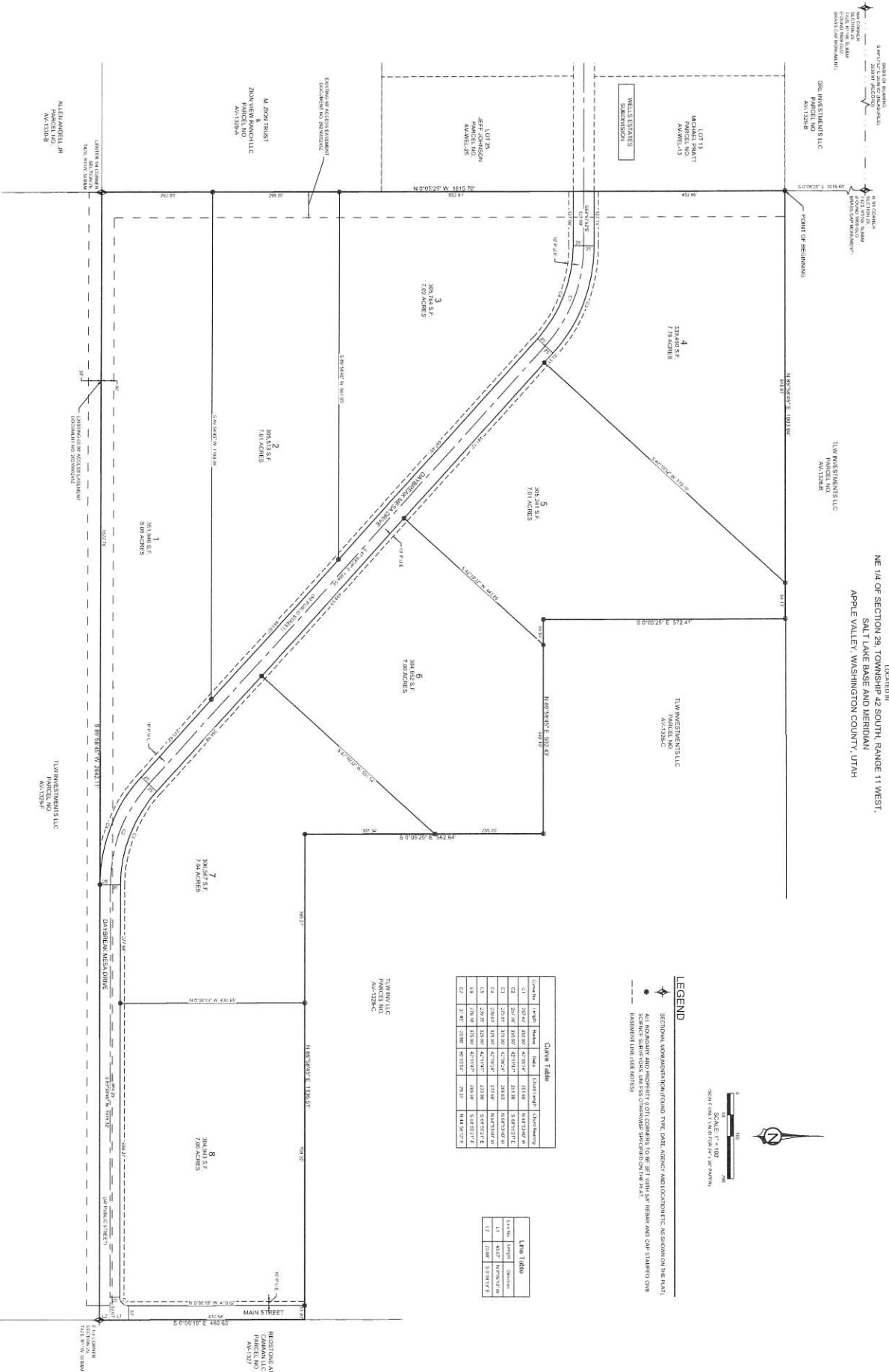
Conclusion

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

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

ZION SUMMIT ESTATES

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



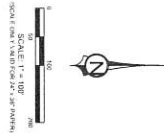
Chain Table

Chain No.	Type	Material	Size	Used Temp.	Correction
1	1"	Steel	300.00'	67.5°F	0.0000'
2	1"	Steel	300.00'	67.5°F	0.0000'
3	1"	Steel	300.00'	67.5°F	0.0000'
4	1"	Steel	300.00'	67.5°F	0.0000'
5	1"	Steel	300.00'	67.5°F	0.0000'
6	1"	Steel	300.00'	67.5°F	0.0000'
7	1"	Steel	300.00'	67.5°F	0.0000'
8	1"	Steel	300.00'	67.5°F	0.0000'

Link Table

Link No.	Length	Station
1	434.7	10+00.00
2	208.8	10+434.70
3	100.0	10+643.50

LEGEND
 SECTION UNDER DRAWING: THE DATE, AGENT AND GEOGRAPHIC LOCATION ON THE PLAN.
 ALL DIMENSIONS AND POINTS IN SET CORRESPOND TO THE SET DATA ON REBAR AND CAP STAKES ONLY.
 DIMENSIONS SHOWN ON THIS DRAWING ARE FOR INFORMATION ONLY AND SHALL NOT BE USED FOR CONSTRUCTION.
 EASEMENT LINE (SEE NOTES)



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



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

TITLE BLOCK

TITLE	2
DRAWING NO.	
DATE	
SCALE	
PROJECT	
DATE	
SHEET	2
OF	2

PRELIMINARY

DRAINAGE REPORT

Zion Summit Estates

A Residential Subdivision
Located in Apple Valley, Utah

Prepared for:

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

Prepared by:

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

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Appendices

- Overall Site Layout and Culvert locations
- Hydraulic Calculations

1. INTRODUCTION

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

2. EXISTING CONDITIONS

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

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

3. PROPOSED CONDITIONS

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

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

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

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

- **Description of proposed improvements.**

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

4. MODELING & ANALYSIS

- **Hydrological Criteria.**

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

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

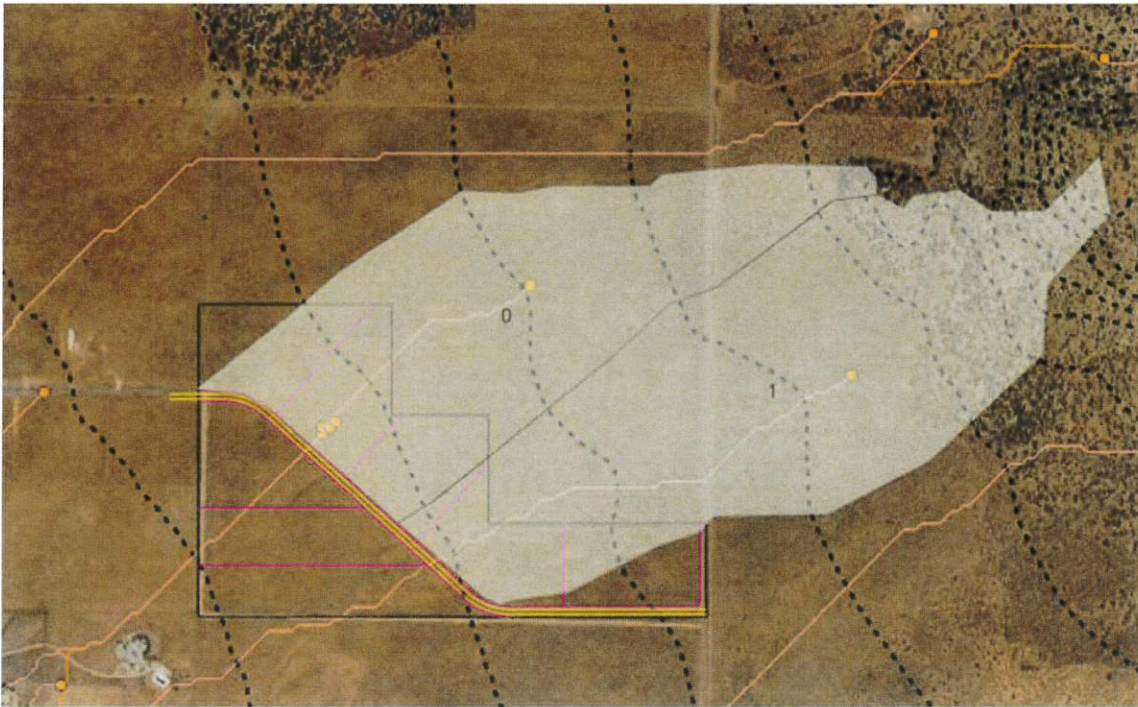


Figure 4-1: Subbasin determination from Channel and Catchment analysis in QGIS (contours shown at 10' intervals)

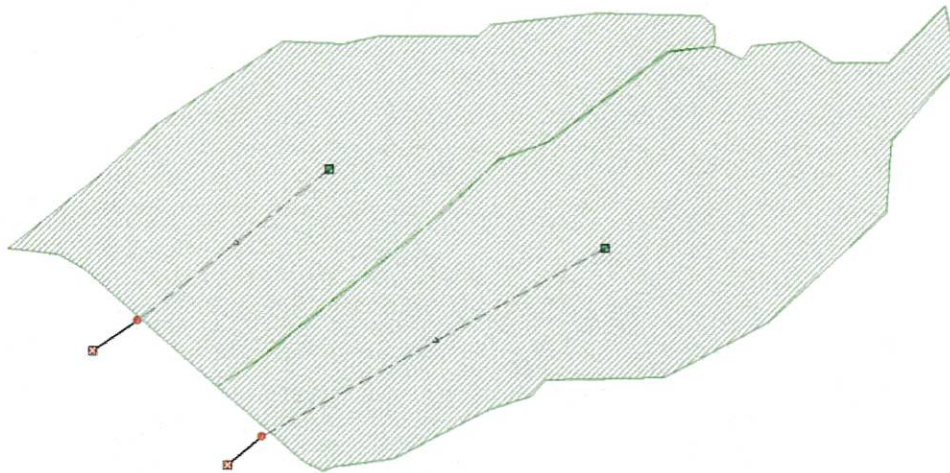


Figure 4-2: SSA subbasin layout

5. CONCLUSIONS

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

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

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

6. APPENDICES

- **Appendices showing all applicable reference information**

Overall Site Layout and Culvert Locations
Hydraulic Calculations

7. REFERENCES

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

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

Project Description
 File Name

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

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

Raingage Summary

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

Subbasin Summary

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

Node Summary

Node ID	Element Type	Invert Elevation ft	Maximum Elev. ft	Ponded Area ft²	External Inflow
Jun-01	JUNCTION	0.60	6.00	100000.00	
Jun-02	JUNCTION	0.60	6.00	1000000.00	
Out-01	OUTFALL	0.00	2.00	0.00	
Out-02	OUTFALL	0.00	2.00	0.00	

Link Summary

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

Cross Section Summary

Link ID	Shape	Depth/Diameter ft	Width ft	No. of Barrels	Cross Sectional Area ft²	Full Flow Hydraulic Radius ft	Design Flow Capacity cfs
Link-01	CIRCULAR	2.00	2.00	1	3.14	0.50	15.19
Link-02	CIRCULAR	2.00	2.00	1	3.14	0.50	15.19

Runoff Quantity Continuity
 Total Precipitation 25.608
 Surface Runoff 0.495
 Continuity Error (%) -0.000

Flow Routing Continuity
 External Inflow 0.000
 External Outflow 4.950
 Initial Stored Volume 0.000
 Final Stored Volume 0.000
 Continuity Error (%) -0.000

Composite Curve Number Computations Report

Subbasin Sub-01

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

Subbasin Sub-02

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

SCS TR-55 Time of Concentration Computations Report

Sheet Flow Equation

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

Where:

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

Shallow Concentrated Flow Equation

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

Where:

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

Channel Flow Equation

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

$$R = A_q / W_p$$

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

Where:

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

Subbasin Sub-01

Sheet Flow Computations

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

Channel Flow Computations

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

Total TOC (minutes):	15.57		

Subbasin Sub-02

Sheet Flow Computations

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

Channel Flow Computations

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

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

Subbasin Runoff Summary

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

Node Depth Summary

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

Node Flow Summary

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

Outfall Loading Summary

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

Link Flow Summary

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

Highest Flow Instability Indexes

All links are stable.

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



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

SCHEDULE A

Name and Address of Title Insurance Company: Southern Utah Title Company, 20 N. Main #300, St. George, UT 84770

Policy Number: OY-08000901

Premium: \$3,438.00

Amount of Insurance: \$1,200,000.00

Date of Policy: March 15, 2024 at 3:07 PM

1. The Insured is:

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

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

3. Title is vested in:

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

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

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

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SCHEDULE B

Policy Number: OY-08000901

EXCEPTIONS FROM COVERAGE

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

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

General (Standard) Exceptions

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

EXCEPTION NO(S) NONE are hereby omitted

Special Exceptions

8. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
9. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said property.
10. Taxes for the current year 2024 which are liens, but not yet due or payable.

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11. Subject to a Right of Way Easement in favor of California-Pacific Utilities Company, for the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, and rights incidental thereto, as set forth in Instrument recorded August 5, 1974, as Entry No. [162067](#) , in Book 156 at Page(s) 484, Official Washington County Records, a strip of land 10.0 feet in width, described as follows: (Affects this and other property)
12. Liability to Assessments levied by Washington County for the Southeastern Special Service District for fire protection facilities and services, as disclosed by Resolution No. 668, dated November 10, 1997, recorded November 12, 1997, as Entry No. [582401](#) , in Book 1149, at Pages 208-212, Official Washington County Records. (Affects this and other property)
13. Subject to the location of "approximate location of right of ways" as they affect subject property, as set forth on the Washington County Ownership Plat.
14. Resolution No. 2011-25, dated September 1, 2011, creating the Big Plains Water and Sewer Special Service District, to provide water and sewerage services within said boundaries of the municipality of Apple Valley Town, as recorded October 18, 2011, as Doc. No. [20110031703](#) , Official Washington County Records. (Affects this and other property)

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

Big Plains Water and Sewer Special Service District, Resolution No. BPW-R-2022-14, a Resolution Changing the Name of The District, recorded December 16, 2022, as Doc. No. [20220053344](#) , Official Washington County Records.
15. Liability to Assessments levied by the Ash Creek Special Service District, as disclosed by Instrument recorded October 16, 1985, as Entry No. [283078](#) , in Book 390, at Page(s) 907-916, Official Washington County Records. (Affects this and other property)

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

Ash Creek Special Service District Apple Valley Annexation, recorded November 30, 2022, as Doc. No. [20220051468](#) , Official Washington County Records.
16. Any Afterassessment and/or Rollback of Taxes which may become a lien on said Land by reason of an Annual Application for Assessment and Taxation of Agricultural Lands 1969 Farmland Assessment Act, executed by Main Street Zion LLC, recorded June 4, 2018, as Doc No. [20180023169](#) , Official Washington County Records.
17. Subject to an Ingress/Egress Access Easement and Utility Easement Grants in favor of Cedar Vista, LLC, for maintaining access utility improvements, and rights incidental thereto, as set forth in Instrument recorded January 12, 2021, as Doc No. [20210002452](#) , Official Washington County Records.
18. Subject to an Ingress/Egress Access Easement and Utility Easement Grants in favor of Travis Well, for maintaining access utility improvements, and rights incidental thereto, as set forth in Instrument recorded January 12, 2021, as Doc No. [20210002454](#) , Official Washington County Records.

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ALTA OWNER'S POLICY OF TITLE INSURANCE

Policy Number **OY-08000901**

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



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

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

COVERED RISKS

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

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

Issued through the Office of:

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

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

Southern Utah Title Company

By: Joseph McPhie
 Authorized Signatory

By C. Monroe President
 Attest David Wald Secretary

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

DEFENSE OF COVERED CLAIMS

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

EXCLUSIONS FROM COVERAGE

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

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

- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
- created, suffered, assumed, or agreed to by the Insured Claimant;
 - not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
- fraudulent conveyance or fraudulent transfer;
 - voidable transfer under the Uniform Voidable Transactions Act; or
 - preferential transfer:
 - to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

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

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

- g. "Insured":
- i.
 - (a) The Insured named in Item 1 of Schedule A;
 - (b) the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c) the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d) the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e) the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 1. an Affiliate;
 2. a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 3. a spouse who receives the Title because of a dissolution of marriage;
 4. a transferee by a transfer effective on the death of an Insured as authorized by law; or
 5. another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

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

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

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

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

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

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

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

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

- a. *To Pay or Tender Payment of the Amount of Insurance*
To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.
- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*
- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

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

8. **CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY**

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

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
- i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
- i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,
 all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

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

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

ORT Form 4765

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

07/01/2021

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

15. SEVERABILITY

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

16. CHOICE OF LAW AND CHOICE OF FORUM

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

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

- b. *Choice of Forum*

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

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607.

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

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

- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.
- d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.



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

Date: March 23, 2026

NOTICE OF PUBLIC HEARING

Parcel ID: AV-1328-A

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

Re: Proposed Simple Lot Split Subdivision Application

Dear Property Owner,

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

PUBLIC HEARING DETAILS

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

Date: Wednesday, April 8, 2026

Time: 6:00 PM

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

Purpose of Hearing:

To review and receive public input.

How to Participate:

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

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

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

Sincerely,
Jenna Vizcardo
Town Recorder
Town of Apple Valley

Town of Apple Valley

1777 N. Meadowlark Dr.
Apple Valley UT 84737

STATEMENT

DATE	NUMBER
03/23/2026	114987

Account No: 2091

Contact: CIEL HOLDINGS LLC (W

Terms: Net 30

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

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

REDSTONE AT CANAAN LLC
AV-1327
PO BOX 125
CANNONVILLE, UT 84718

DRL INV LLC
AV-1329-B
6648 SOUTHFORK RD
PROVO CANYON, UT 84604

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

JOHNSON JEFF, ET AL
AV-WEL-25
24299 CRESTLEY DR
CORONA, CA 92883-5621

TLW INV LLC
AV-1328-C
5199 WHEELER WAY
HURRICANE, UT 84737

FORBUSH M DON TR, ET AL
AV-1329-A
1617 N MOUNT ZION DR
APPLE VALLEY, UT 84737

TLW INV LLC
AV-1328-B
5199 WHEELER WAY
HURRICANE, UT 84737

TLW INVESTMENTS LLC, ET AL
AV-1329-F
730 W DAYBREAK MESA DR
APPLE VALLEY, UT 84737

CIEL HOLDINGS LLC, ET AL
AV-1328-A
201 S MAIN ST STE 2000
SALT LAKE CITY, UT 84111

ANGELL ALLEN P JR
AV-1330-B
1582 N ZION CIR
APPLE VALLEY, UT 84737-4826

Apple Valley Simple Lot Subdivision Application

Fee:

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

Mailing Address: [REDACTED] City: San Francisco State: [REDACTED] Zip: [REDACTED]

Phone Number: [REDACTED] Email Address: [REDACTED]

Authorized Agent (if applicable): Thomas C Timpson

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

Tax ID Number: AV-1365-J

Current Zoning Designation: Agriculture 5 (A-5)

Require Conditions

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

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

Submittal Requirements

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

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

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

Site Specific Contents

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

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

(For Office Use Only)

Date Received: _____ Date Paid: _____

Preliminary Review

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

Date of Completion Determination: _____

Administrative Review

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

Date of Administrative Review Completion: _____

Administrative Recommendation to Planning Commission:

Planning Commission Review

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

Date of Public Hearing: _____

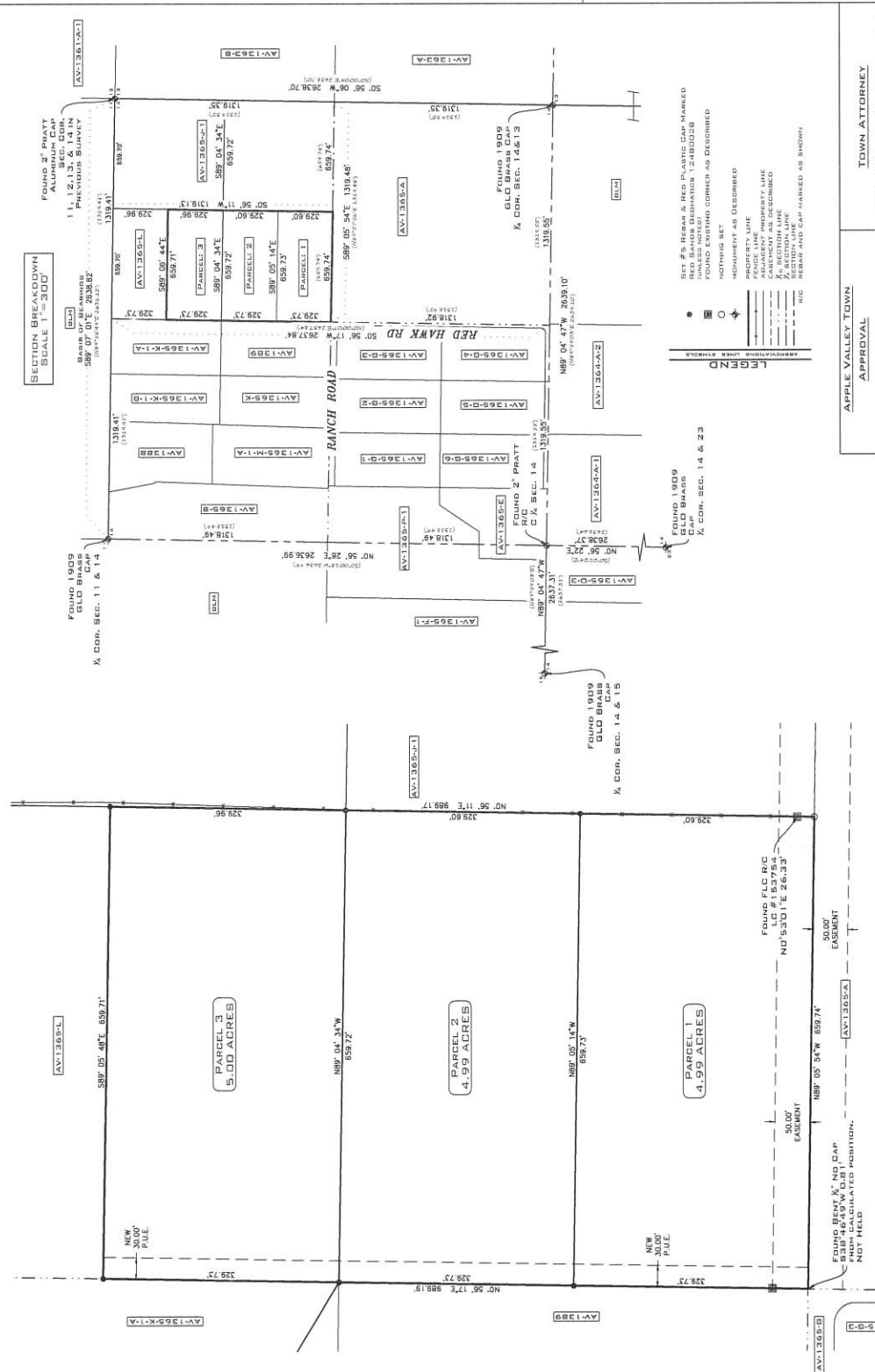
Date of Planning Commission Decision: _____

- Approved
- Denied

Filing Date of the Record of Survey: _____



RECORD OF SURVEY/LOT SPLIT
BACK COUNTRY HOLDINGS, LLC
 NE 1/4 SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN
 WASHINGTON CO, UTAH



SURVEYOR'S CERTIFICATE
 I, MICHAEL J. STEWART, A PROFESSIONAL LAND SURVEYOR, LICENSE NO. 124800239, AM LICENSED IN ACCORDANCE WITH TITLE 58, CHAPTER 22, UTAH CODES ANNOTATED, AND HAVE COMPLETED THIS SURVEY OF THE PROPERTY DESCRIBED HEREIN IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH SURVEYING ACT AND HAVE PLACED MY VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE RECORD OF SURVEY.

SURVEY NARRATIVE
 THE PURPOSE OF THIS SURVEY WAS TO REVERSE AND REESTABLISH THE ORIGINAL PROPERTY BOUNDARIES OF THE SHOWN PARCEL, BASED ON THE AVAILABILITY OF THE ORIGINAL SURVEY RECORDS, AND TO CORRECT THE LINES, AND OTHER RELIABLE SOURCES, FURTHERMORE, THIS SURVEY IS TO CORRECT A PREVIOUS RECORD OF THIS SURVEY INTO 3 PARCELS BY DEED AS PART OF THE TOWN OF WASHINGTON COUNTY, UTAH, RECORD NO. 2012-00018. THIS SURVEY ACCELERATES THE ACTION OF THOSE DEEDS. THIS SURVEY ALONE DOES NOT TRANSFER TITLE OR CREATE NEW INTERESTS IN REAL ESTATE. THE BOUNDARIES OF THIS SURVEY CAN BE MEASURED BETWEEN THE NORTH SECTION CORNER AND MERIDIAN, 89° 07' 01" E 2638.82 FEET, THE GPS SYSTEM 1983 SOUTH ZONE, US SURVEY FEET, SCALE 625000, WITH AN ACCURACY OF 1:50,000. THE ORIGINAL BOUNDARIES WERE ESTABLISHED BY THE ORIGINAL COORDINATE SYSTEM. AS PART OF THIS SURVEY, RED SANDS GEOMATICS, LLC IS REPRESENTED HEREIN, AS DOCUMENTS OF RECORD NOTED BELOW, THERE MAY EXIST OTHER EVIDENCE, THIS SURVEY, NEW EVIDENCE, INDUPLICATION, OR DOCUMENTS THAT MAY AFFECT THE CONCLUSION OF THIS SURVEY AND CONSIDERATION. 2025
 • ROB. PUN VALLE ENGINEERING, 2012
 • ROB. PUN VALLE ENGINEERING, 2021
 • ROB. PUN VALLE ENGINEERING, 2023
 • ROB. RED SANDS GEOMATICS, 2025

LEGAL DESCRIPTIONS:
RECORD DESCRIPTION FOR PARCEL: AV-1365-J
 THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN.
 LESS: THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN, CONTAINING 4.99 ACRES (MORE OR LESS).
NEW PARCEL DESCRIPTIONS:
PARCEL 1:
 THE SOUTH HALF OF THE SOUTHWEST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, CONTAINING 4.99 ACRES (MORE OR LESS).
PARCEL 2:
 THE NORTH HALF OF THE SOUTHWEST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, CONTAINING 4.99 ACRES (MORE OR LESS).
PARCEL 3:
 THE SOUTH HALF OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, CONTAINING 4.99 ACRES (MORE OR LESS).
NOTES:
 RECORD DIMENSIONS ARE SHOWN IN PARENTHESES.

OWNERSHIP: BACK COUNTRY HOLDINGS, LLC
 56 HERRING ST.
 SALT LAKE CITY, UT 84143
 SURVEY DATE: 3/10/2025
 DRAWN BY: MJS

Item 3.

TCT ENGINEERING



BACK COUNTRY SUBDIVISION
DEVELOPMENT PLAN FOR
BACK COUNTRY HOLDINGS LLC

PARCEL # AV-1365-J
LOCATED IN THE NE 1/4 NE 1/4 OF SECTION 14, T13S, R11W, S18&M, APPLE VALLEY, WASHINGTON COUNTY, UT

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

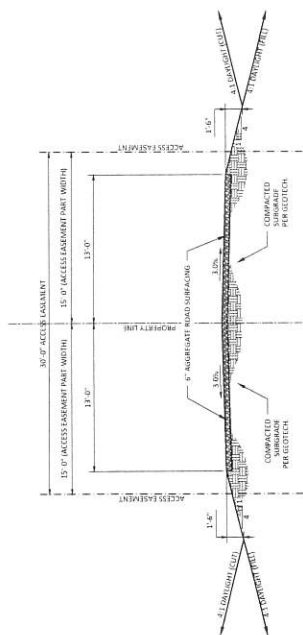
PROJECT	DATE
BACK COUNTRY SUBDIVISION	3/11/19
DESIGNED BY	
CHECKED BY	
DATE	

STREET X SECTIONS

C2.1

Item 3.

STREET X SECTIONS



PROPOSED ACCESS ROAD SECTION - 45' EASEMENT

EXISTING SITE CONDITIONS

DATE: 3.13.20

CHECKED BY: TCT

PROJECT NO: 200715

DATE: 03/03/20

REVISIONS

BACK COUNTRY SUBDIVISION
DEVELOPMENT PLAN FOR
BACK COUNTRY HOLDINGS LLC

LOCATED IN THE NE 1/4 NE 1/4 OF SECTION 16, T35S, R11W, S18M, APPLE VALLEY, WASHINGTON COUNTY, UT

TCT ENGINEERING



EXISTING SITE CONDITIONS



EXISTING CONDITIONS NOTES

- BASE EASEL THE PROPERTY LINES SHOWN WERE DERIVED FROM THE 2015 SURVEY AND DEVELOPMENT PLAN OF THE COUNTRY HOLDINGS LLC. THE GEOMETRICS IN MARCH 2020.
- EXISTING POWER POLES, WATER LINES, AND TELECOMM. LINES WERE IDENTIFIED FROM A FIELD SURVEY PERFORMED ON THE GROUND BY REE JAVORS GEOMETRICS IN MARCH 2020. THE LOCATION OF THESE LINES IS SHOWN IN RED TO THE PROPERTY BOUNDARY.

LINE & SYMBOLS LEGEND

- PROPERTY BOUNDARY
- UTILITY & DRAINAGE EASEMENT
- EXISTING CURB & GUTTER TO BE REMOVED
- EXISTING CURB & GUTTER TO REMAIN
- EXISTING TREE
- EXISTING POWER POLE
- EXISTING WATER LINE
- EXISTING TELECOMM. LINE
- EXISTING FIBER OPTIC LINE
- EXISTING UNDERGROUND POWER
- EXISTING UNDERGROUND POINT
- EXISTING WATER LINE
- EXISTING WATER MAINLINE
- EXISTING FIRE HYDRANT
- EXISTING BURIED WATER
- EXISTING BURIED FIBER

ACCESS ROAD
PLAN &
PROFILE

PROJECT NO. 240715
DATE: 12/20/2016

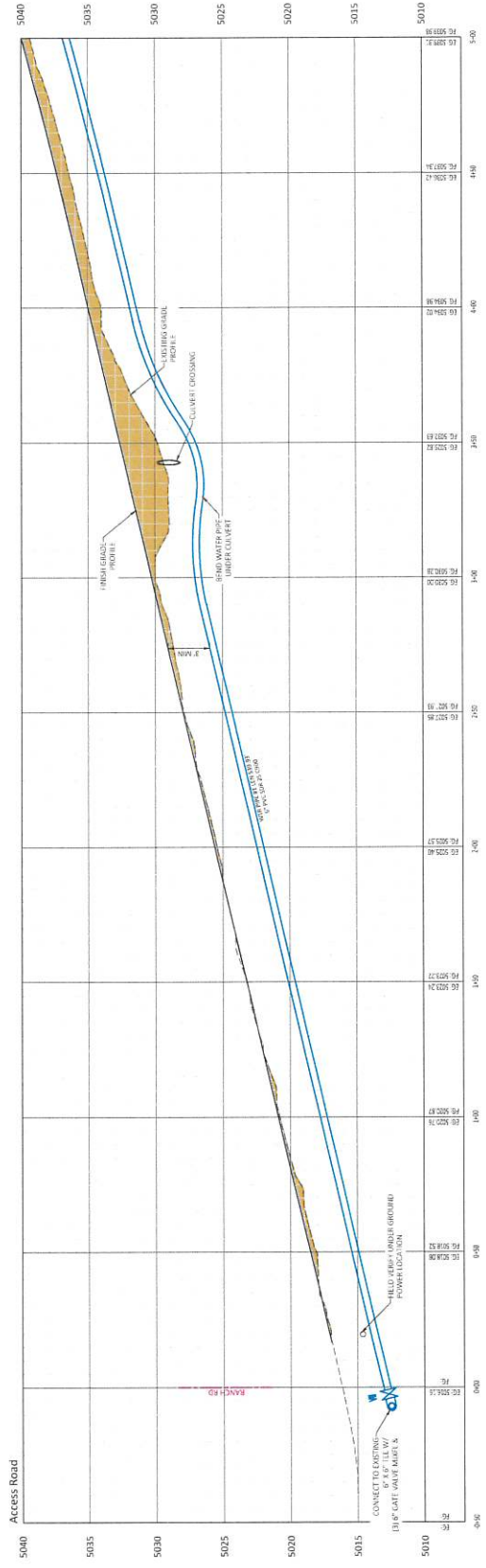
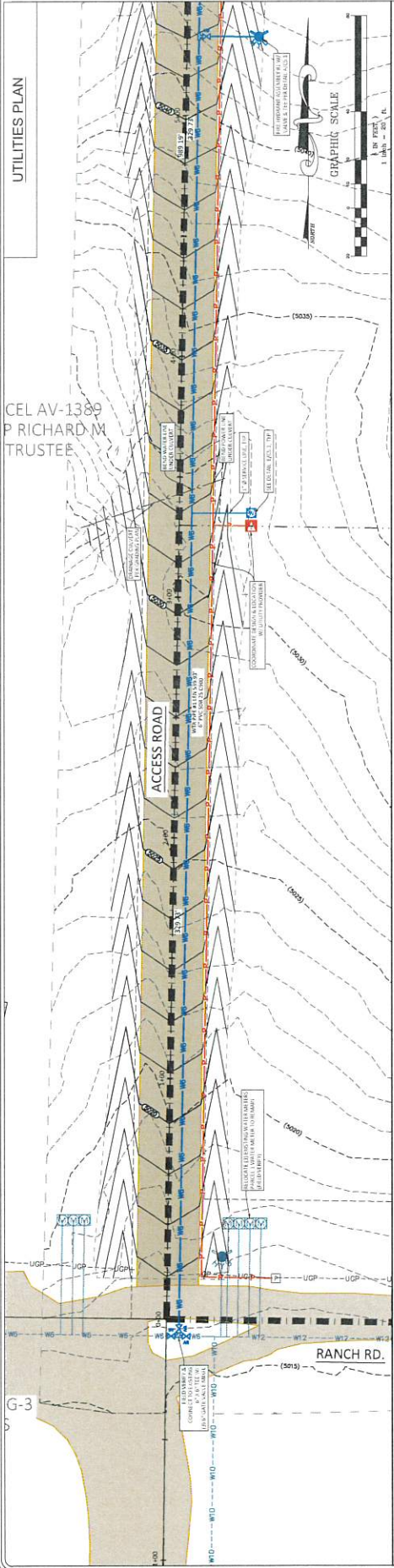
PROJECT: BACK COUNTRY SUBDIVISION
DRAWN BY: TCT
CHECKED BY: TCT
DATE: 8/11/2016

REVISIONS

NO.	DATE	DESCRIPTION

BACK COUNTRY SUBDIVISION
DEVELOPMENT PLAN FOR
BACK COUNTRY HOLDINGS LLC
LOCATED IN THE NE 1/4 NE 1/4 OF SECTION 16, T4S, R13W, S18M, APPLE VALLEY, WASHINGTON COUNTY, VT

TCT ENGINEERING



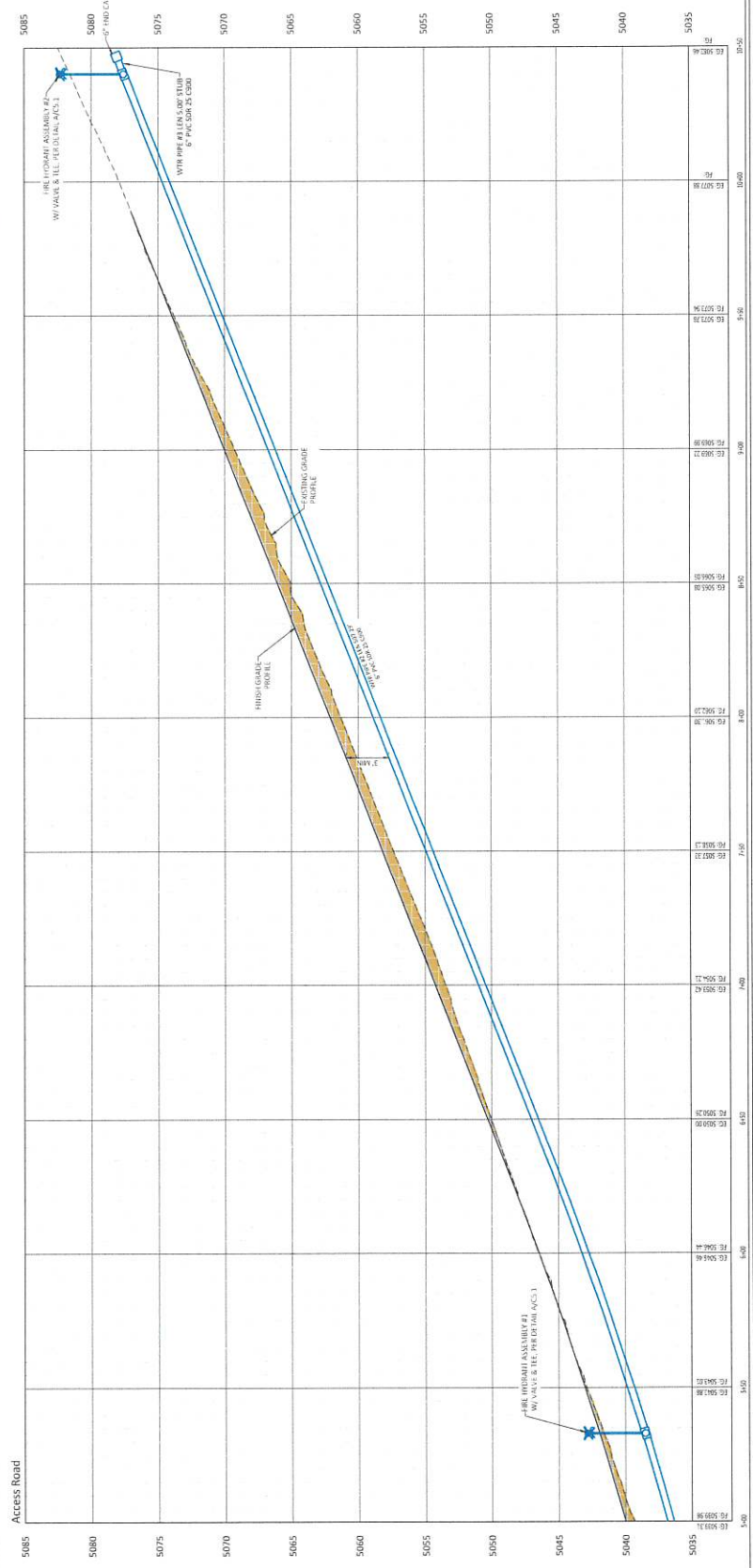
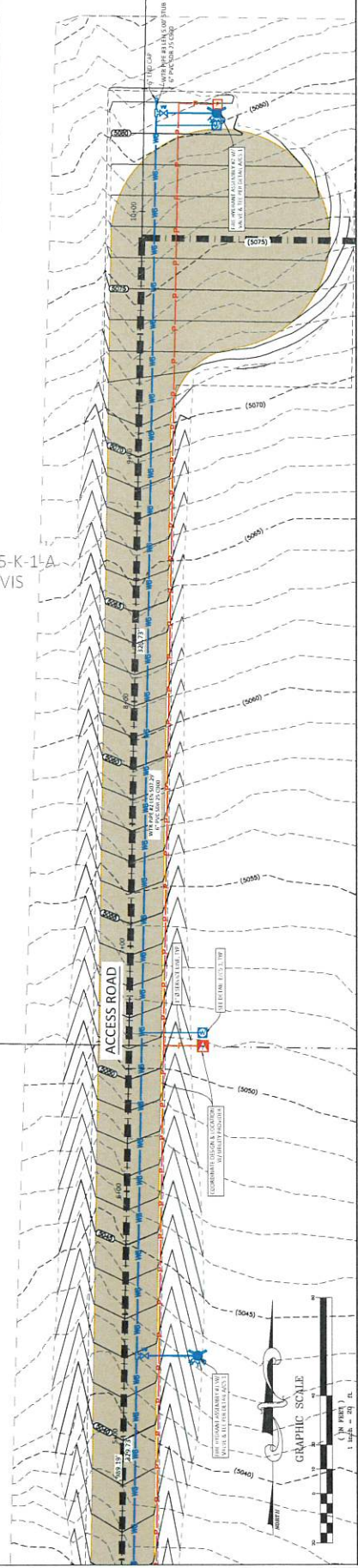


REVISIONS	
NO.	DATE
1	2/20/2018

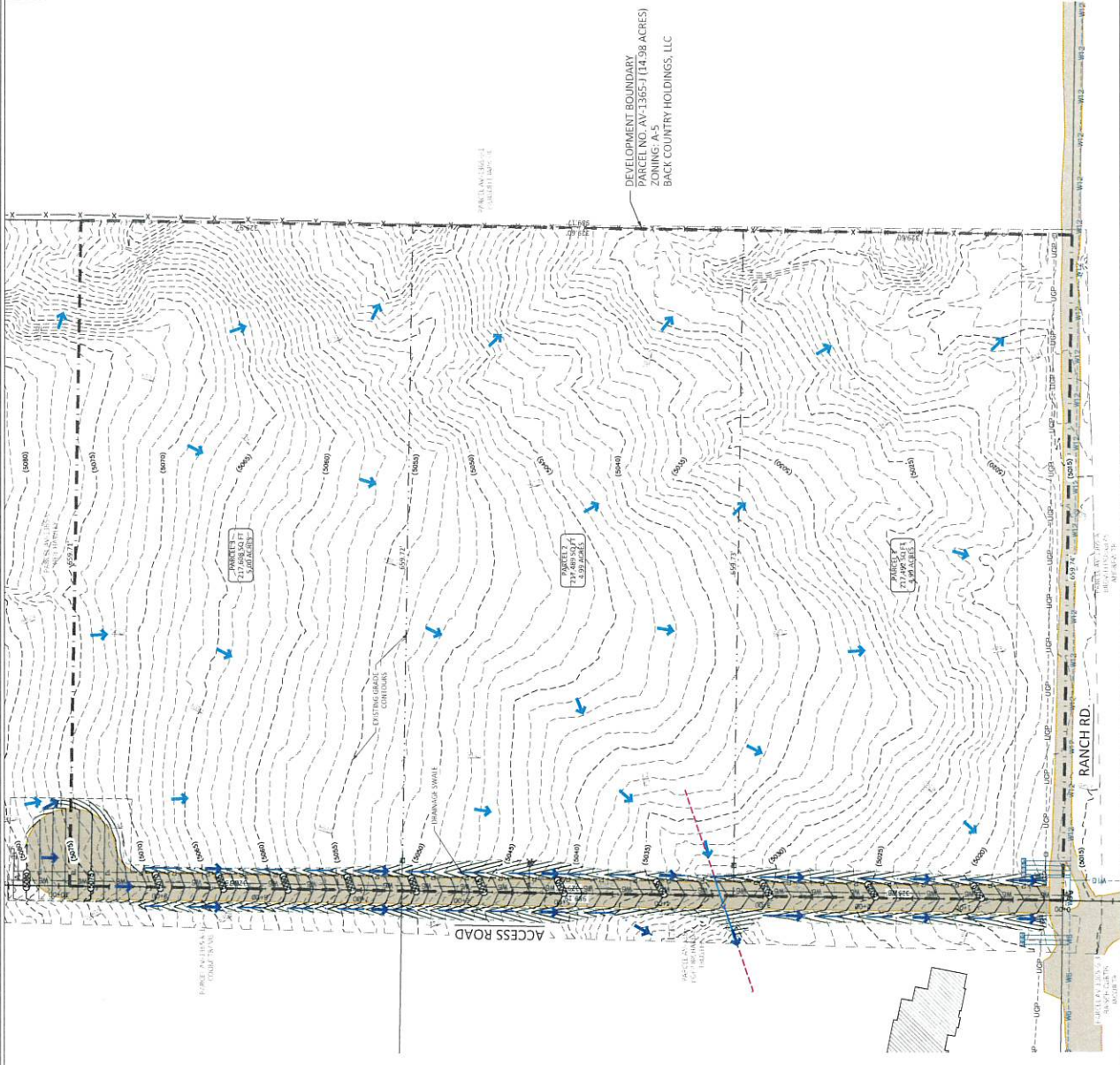
DATE PLOTTED:	2/20/2018
DATE PRINTED:	2/20/2018
PROJECT NO.:	1365-K-1-A
PROJECT NAME:	BACK COUNTRY SUBDIVISION
CLIENT:	BACK COUNTRY HOLDINGS LLC
DESIGNER:	TCT ENGINEERING
CHECKER:	TCT ENGINEERING
DATE:	2/20/2018

UTILITIES PLAN

1365-K-1-A
TRAVIS



GRADING & DRAINAGE PLAN



GRADING & DRAINAGE PLAN NOTES

1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS, AND WITH THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL SOILS REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ALL MATERIALS AND REPAIRS WITH SUITABLE MATERIALS AS SPECIFIED IN THE PROJECT BENCHMARK.
2. BENCHMARK ELEVATIONS SHOWN ON THE PLANS HEREON REFER TO THE PROJECT BENCHMARK.
3. ALL EARTHWORK, EXCAVATION, EROSION CONTROL, AND FILL AREAS, DITCHES SHALL BE PREPARED AND COMPACTED IN ACCORDANCE WITH THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL SOILS REPORT.
4. CONTRACTOR SHALL PROVIDE OVEREXCAVATION FOR ALL BUILDING LOTS AND ROWWAYS IN ACCORDANCE WITH THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL SOILS REPORT.
5. SUBSEQUENT TO GRUBBING AND PRIOR TO GRADING, ALL OF THE BASE COURSE SUPPORT LAYER, THE EXPOSED SUBGRADE SHALL BE THE EXISTING GRADE, UNLESS OTHERWISE SPECIFIED, WHICH IS THE GREATER.
6. THE CONTRACTOR IS TO USE BEST MANAGEMENT PRACTICES FOR EROSION CONTROL AND SEDIMENT CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ALL MATERIALS AND REPAIRS WITH SUITABLE MATERIALS AS SPECIFIED IN THE PROJECT BENCHMARK.
7. THE CONTRACTOR SHALL OBTAIN ALL LOCAL, STATE, AND FEDERAL PERMITS AND APPROVALS FOR ALL MATERIALS AND REPAIRS WITH SUITABLE MATERIALS AS SPECIFIED IN THE PROJECT BENCHMARK.
8. CONSTRUCTION STORMWATER DISCHARGE PERMITS (CDP) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION. THESE VOLUMES ARE SHOWN AS REFERENCE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE TO INVESTIGATE AND DETERMINE THE ANTICIPATED EARTHWORK REQUIRED FOR THIS PROJECT.
9. ALL EARTHWORK SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS IN THE GEOTECHNICAL SOILS REPORT.
10. ALL EARTHWORK SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS IN THE GEOTECHNICAL SOILS REPORT.
11. ALL FRESH GRADE CONTOUR ELEVATIONS AND SPOT GRADES ARE TO BE TO THE TOP OF FINISH SURFACE, UNLESS OTHERWISE SPECIFIED.
12. EXISTING & FRESH GRADE CONTOUR INTERVALS IS 1 FT.
13. ALL SPOT ELEVATIONS ARE IN REFERENCE TO THE PROJECT BENCHMARK.
14. ALL GRADING SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL SOILS REPORT.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING DEPOSITION OF SOILS AND SEDIMENT ONTO SURROUNDING PUBLIC STREETS DURING CONSTRUCTION.

DEVELOPMENT BOUNDARY
 ZONING - R-100
 BACK COUNTRY HOLDINGS, LLC

PARCEL # AV-1365-J
 14.38 ACRES

PARCEL # AV-1365-K
 2.84 ACRES

PARCEL # AV-1365-L
 7.17 ACRES

ACCESS ROAD

RANCH RD.

GRAPHIC SCALE
 1" = 20' (HORIZONTAL)
 1" = 20' (VERTICAL)

LINE & SYMBOLS LEGEND

- DEVELOPMENT BOUNDARY
- UTILITY / DRAINAGE EASEMENT
- EXISTING GRADE CONTOUR
- PROPOSED GRADE CONTOUR
- EXISTING FLOW LINE
- PROPOSED FLOW LINE
- RUNOFF DIRECTION
- RETAINING WALL

REVISIONS

NO.	DATE	DESCRIPTION
1	05/20/2024	ISSUED FOR PERMIT

PROJECT: BACK COUNTRY SUBDIVISION
 DEVELOPMENT PLAN FOR
 BACK COUNTRY HOLDINGS LLC

LOCATED IN THE NE 1/4, NE 1/4, SECTION 14, T45S, R13W, S188M, APPLE VALLEY, WASHINGTON COUNTY, UT

DATE: 05/20/2024

SCALE: 1" = 20'

SHEET: 3 OF 3

GRADING & DRAINAGE PLAN OVERALL

C3.1

TCT ENGINEERING
 1000 S. 1000 E. SUITE 100
 PLEASANTON, UT 84646
 (435) 765-1111
 www.tct-engineering.com

UTAH PROFESSIONAL ENGINEERING BOARD
 LICENSE NO. 11328

Item 3.

GRADING & DRAINAGE PLAN

BACK COUNTRY SUBDIVISION
PRELIMINARY SITE GRADING

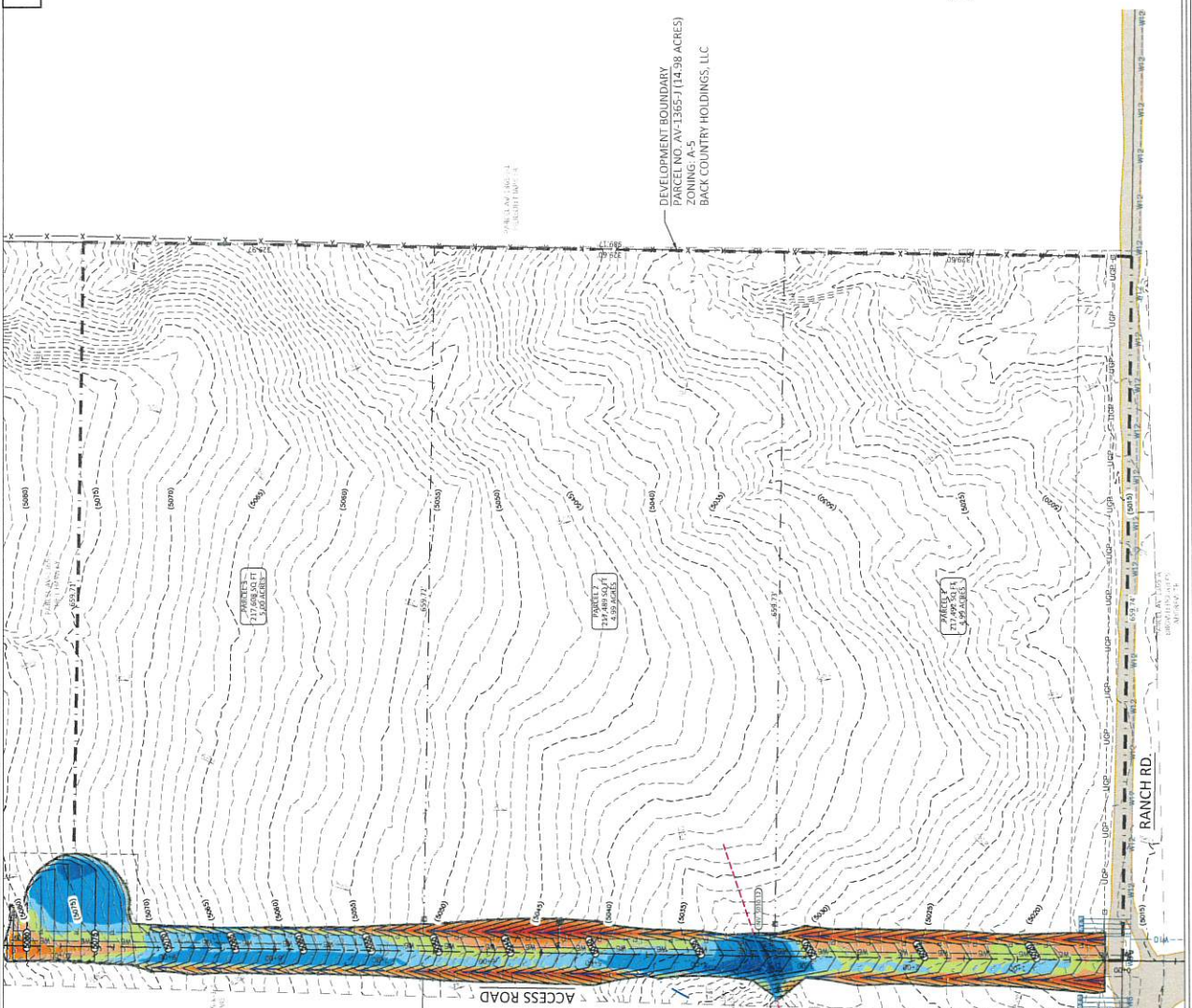
Structure / Elevation	17
1.27 AC	
5.06 CT (G-1)	
1.05 CT (E-1)	
37.01 CT (B)	
37.01 CT (B)	
1.05 CT (H)	
1.05 CT (H)	

NET GRADING (G-1) 17
 G-1 (H) 1.05
 G-1 (E) 1.05
 G-1 (B) 37.01
 G-1 (B) 37.01
 G-1 (H) 1.05
 G-1 (H) 1.05

On G-1 (H) information is provided for informational purposes only. The information is not intended to be used for any other purpose. The information is provided for informational purposes only. The information is not intended to be used for any other purpose.

Elevation Table

Structure	Elevation	Structure	Elevation	Area	Color
1	1.05	1	1.05	1.05	Red
2	1.05	2	1.05	1.05	Orange
3	1.05	3	1.05	1.05	Yellow
4	1.05	4	1.05	1.05	Light Green
5	1.05	5	1.05	1.05	Green
6	1.05	6	1.05	1.05	Dark Green
7	1.05	7	1.05	1.05	Blue-Green
8	1.05	8	1.05	1.05	Blue
9	1.05	9	1.05	1.05	Dark Blue
10	1.05	10	1.05	1.05	Very Dark Blue
11	1.05	11	1.05	1.05	Black
12	1.05	12	1.05	1.05	Black
13	1.05	13	1.05	1.05	Black



TCT ENGINEERING
 1135 S. 1000 E. SUITE 100
 TAYLOR, UT 84404
 (435) 467-1135

BACK COUNTRY SUBDIVISION
 DEVELOPMENT PLAN FOR
 BACK COUNTRY HOLDINGS LLC
 PARCEL # AV-1365-J
 LOCATED IN THE NE 1/4 NE 1/4 OF SECTION 16, T39S, R11W, S18RM, APRVE VALLEY, WASHINGTON COUNTY, UT

REVISIONS

REV	DATE	DESCRIPTION

PROJECT NO: 240713
 DRAWING FILE: S:\240713\240713.dwg
 DRAWN BY: TCT
 CHECKED BY: TCT
 DATE: 3/13/20

GRADING & DRAINAGE PLAN CUT-FILL
 SHEET: C3.1A

LINE & SYMBOLS LEGEND

- DEVELOPMENT BOUNDARY
- UTILITY / DRAINAGE PASTIMENT
- EXISTING GROUND CONTOUR
- STORM DRAIN PIPE
- RUNOFF FLOW LINE
- RUNOFF DIRECTION
- RETAINING WALL

Item 3.



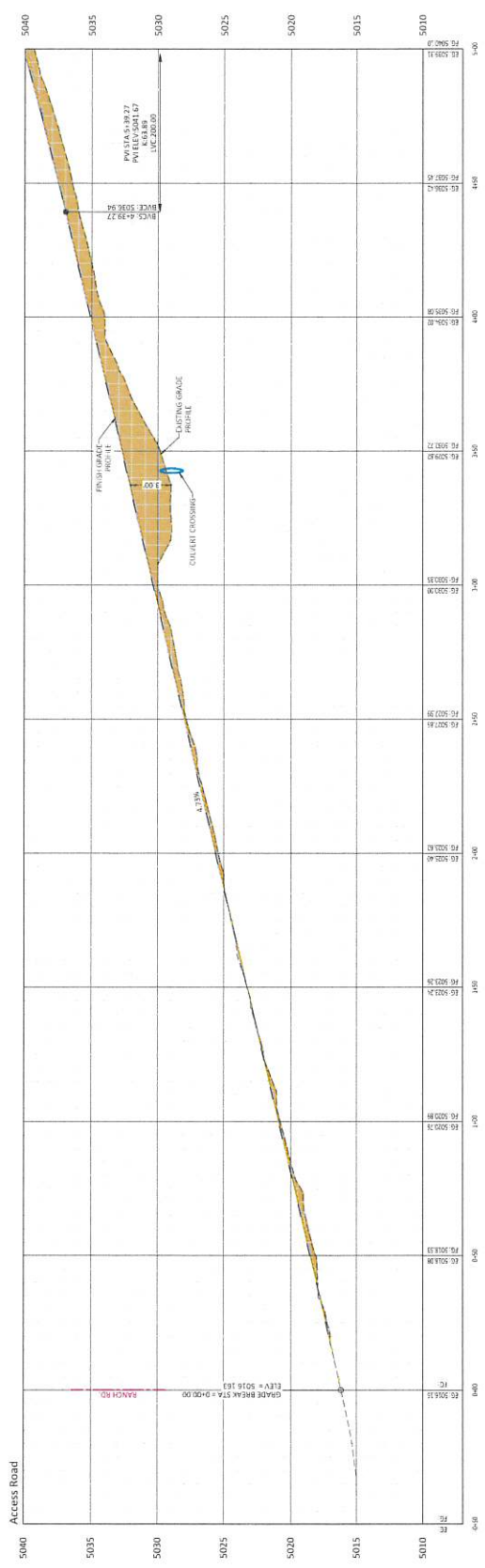
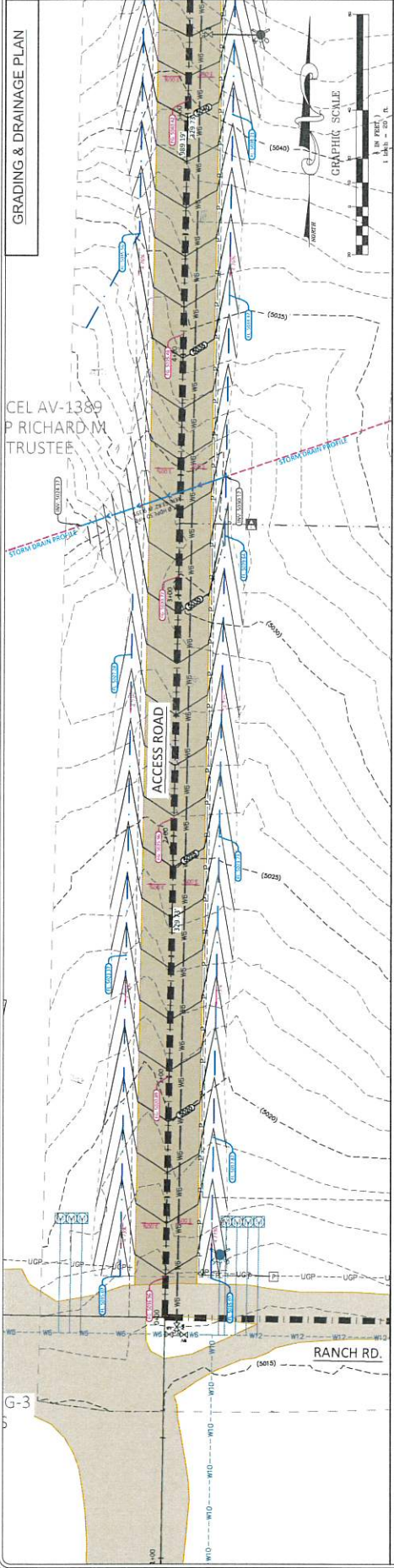
REVISIONS	
NO.	DATE

PROJECT NO.	2400115
DATE	08/20/2024
DESIGNED BY	
DRAWN BY	
CHECKED BY	
SCALE	3/16" = 1'

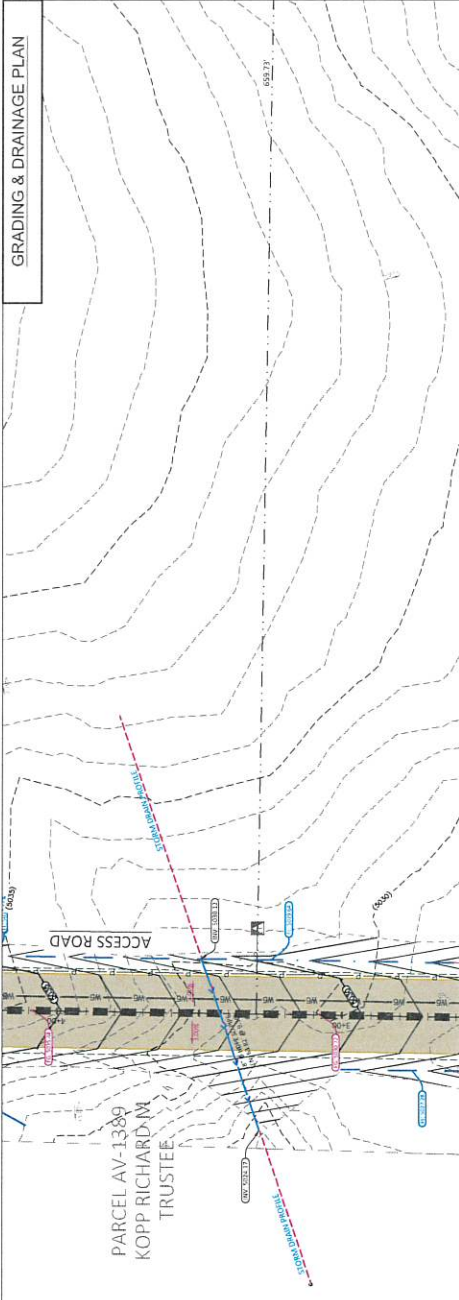
ACCESS ROAD
PLAN &
PROFILE

C3.2

Item 3.



GRADING & DRAINAGE PLAN



TCT ENGINEERING
1100 S. 1000 E. SUITE 100
MOUNTAIN VIEW, UT 84040
PHONE: 435.734.4444
WWW.TCTENGINEERING.COM



BACK COUNTRY SUBDIVISION
DEVELOPMENT PLAN FOR
BACK COUNTRY HOLDINGS LLC
PARCEL # AV-1365-J
LOCATED IN THE NE 1/4 NE 1/4 OF SECTION 14, T4S, R13W, S18M, APRLE VALLEY, WASHINGTON COUNTY, UT

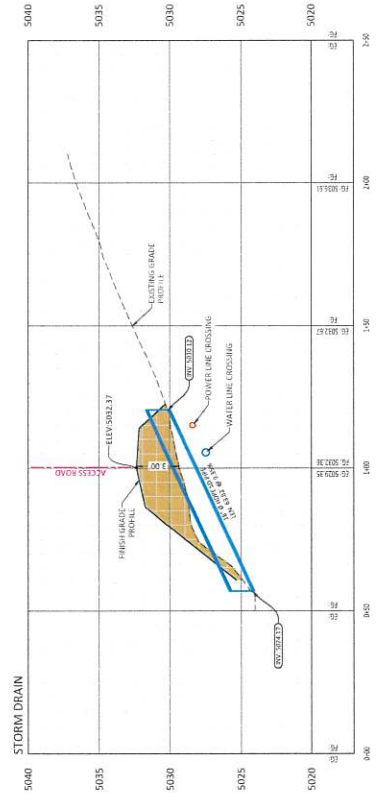
REV.	DATE	DESCRIPTION
1	10/20/2024	ISSUED FOR PERMITS

PROJECT NO.: 240715
 CADWALK FILE NO.: 240715-01
 DRAWN BY: TCT
 CHECKED BY: TCT
 DATE: 3/13/26

STORM DRAIN
PLAN &
PROFILE

C3.4

Item 3.





REVISIONS	
NO.	DATE

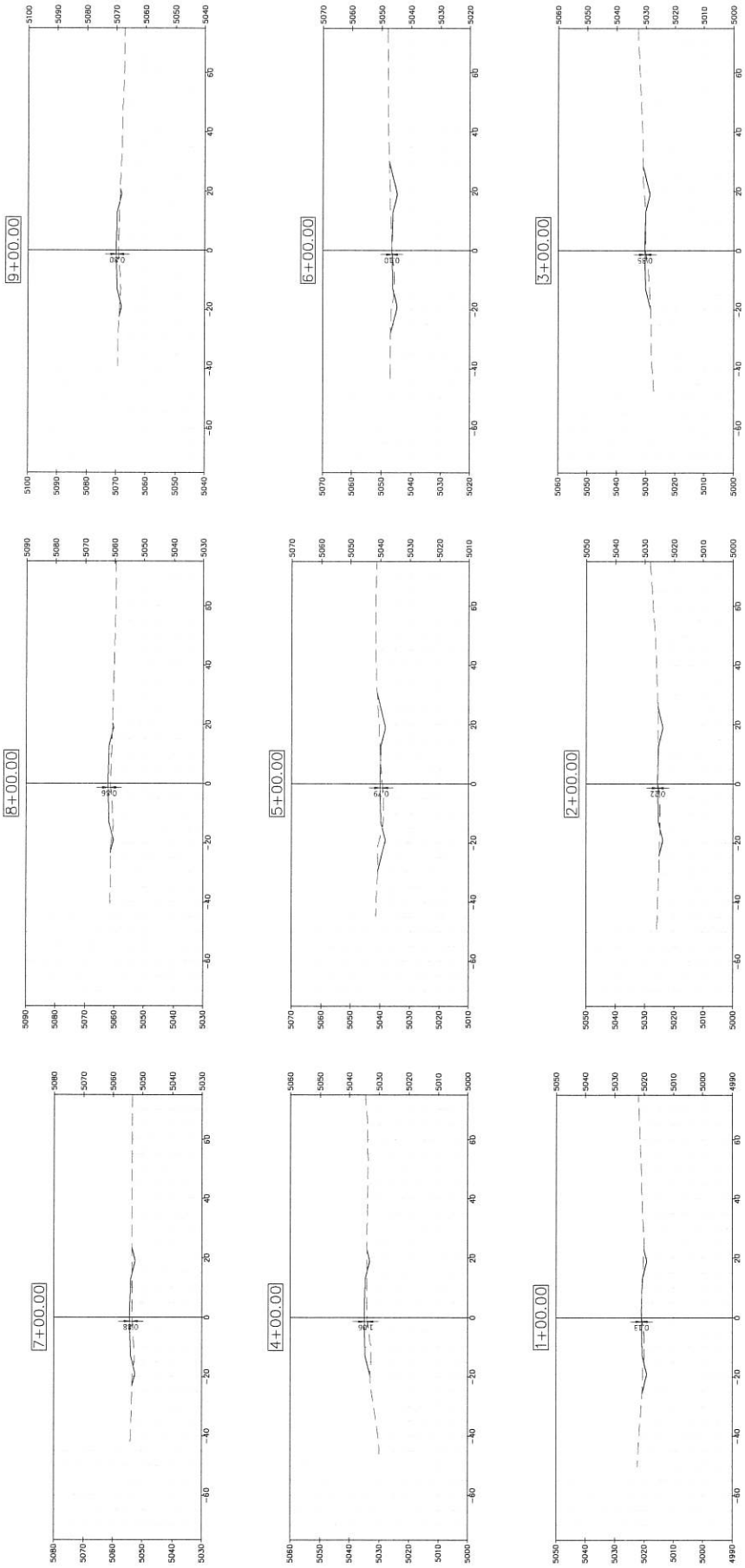
DATE PLOTTED:	08/20/18
DATE:	08/20/18
PROJECT:	BACK COUNTRY SUBDIVISION
SCALE:	AS SHOWN
DESIGNER:	TCT
CHECKER:	TCT
DATE:	08/20/18
SCALE:	AS SHOWN
PROJECT:	BACK COUNTRY SUBDIVISION

SECTIONS

C3.5

Item 3.

GRADING & DRAINAGE PLAN



NOT TO SCALE



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

Date: March 23, 2026

NOTICE OF PUBLIC HEARING

Parcel ID: AV-1365-J

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

Re: Proposed Simple Lot Split Subdivision Application

Dear Property Owner,

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

PUBLIC HEARING DETAILS

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

Date: Wednesday, April 8, 2026

Time: 6:00 PM

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

Purpose of Hearing:

To review and receive public input.

How to Participate:

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

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

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

Sincerely,

Jenna Vizcardo

Town Recorder

Town of Apple Valley

Town of Apple Valley
1777 N. Meadowlark Dr.
Apple Valley UT 84737

STATEMENT

DATE	NUMBER
03/18/2026	114968

Account No: 853

Contact: Back Country Holdings

Terms: Net 30

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

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

BAISCH CURTIS JACOB TR, ET AL
AV-1365-G-3
4068 W 2480 S CIR
HURRICANE, UT 84737

BROWN DOUGLAS ANDREW TR, ET AL
AV-1365-A
2138 LONG SKY DR
SAINT GEORGE, UT 84770

PIERSON MARK TR, ET AL
AV-1365-J-1
2400 E RANCH RD
HURRICANE, UT 84737

HAWLEY NEIL B, ET AL
AV-1365-L
56 N SHADOW POINT DR
SAINT GEORGE, UT 84770

COOKE CHRISTIAN M TRUSTEE, ET AL
AV-1365-K-1-A
PO BOX 2887
COLORADO CITY, AZ 86021

BACK COUNTRY HOLDINGS LLC
AV-1365-J
66 NORDHOFF ST
SAN FRANCISCO, CA 94131

KOPP RICHARD M TRUSTEE, ET AL
AV-1389
2222 E RANCH RD
APPLE VALLEY, UT 84737

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

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

SECTION 1: AMENDMENT “10.10.050 RE Rural Estates Zone” of the Apple Valley Land Use is hereby *amended* as follows:

A M E N D M E N T

10.10.050 RE Rural Estates Zone

- A. Purpose: The purpose of this zone is to provide permanent area for small farms, hobby farms and limited agricultural development for personal use.
- B. Permitted uses: Uses permitted in this zone, following the issuance of a building permit for a permanent dwelling, are as follows; provided however that installation or activation of water service as permitted under Subsection “Water Service and Utility Connections” below shall not, by itself, constitute establishment of a permitted residential use:
 - 1. Single-family dwellings not less than 800 sq. ft. on the main floor, unless otherwise approved with a Conditional Use Permit (CUP);
 - 2. Accessory buildings and uses;
 - 3. Home occupations;
 - 4. Raising of crops, gardens, and horticulture;
 - 5. Residential facility for persons with a disability (see AVLU 10.28 for supplementary information); permanent residence not required.
 - 6. Residential facility for the elderly (see AVLU 10.28 for supplementary information); permanent residence not required.
 - 7. Churches; permanent residence not required.
 - 8. Public park or playgrounds;
 - 9. The keeping of animals and fowl for family food production, but not for commercial use.
 - 10. Animal Allowances/Restrictions:
 - a. The number of domesticated animals which may be maintained on the property shall be determined on the basis of a point system. No lot shall exceed one hundred (100) points per acre or fifty (50) points per half-acre. All Lots will be apportioned 25 points in 0.25 acre increments up to 250 points or 2.5 acres. (e.g., a 1.20 acre lot is allocated 100 points. A 1.25 acre lot is allocated 125 points). After 5 acres, 25 points per 0.25 acre increments up to 500 points or 7.5 acres.
 - b. Type of animal or fowl (number of points per animal), further

restrictions:

- (1) Cow, horse, donkey, mule, or similar large animal, and potbelly pig 25 points each, but not to exceed the maximum of ten (10) large animals per five (5) acres;
 - (2) Miniature horses, sheep, goats, or similar medium-size animals, less than 36 inches in height as measured from the withers, (8 points each), but not to exceed the maximum of twenty (20) medium animals per five (5) acres;
- c. Chickens, ducks, pigeons, doves, rabbits, turkeys, geese, pheasants, and similar small and medium-size fowl are not to exceed ~~twenty~~ thirty (30) per One (1) acre;
 - d. No rooster is permitted on any lot which is less than one (1) acre. Lots 1 acre or larger may have ~~three~~ ~~one~~ (3) roosters per thirty (30) chickens.
 - e. Only domestic and farm animals including household dogs and pets shall be kept on any lot with in the Rural Estates Zone.
 - f. Other than domesticated potbelly pigs allowed under AVLU 10.10.050.B.10.b(1), the keeping of any pigs is not allowed in the Rural Estates Zone.
 - g. The following shall be excluded from consideration for the purpose of determining compliance with this section:
 - (1) The unweaned, offspring of a residing animal or fowl, under six (6) months of age.
 - (2) Residents 18 years or younger participating in a 4-H, FFA or similar youth program raising an animal with the intent to sell the animal at auction within twelve (12) months.
 - h. Animals shall be contained in proper pens, coups, corals, pasture, paddock, arena, or similar exercise area on owners property Animal enclosures shall be cleaned regularly, be kept in good repair, give the animals ample room, and offer the animals shelter and shade.
 - i. Noise, safety, pests or smell nuisances that result from improper care of animals or property are strictly prohibited. Property owners must implement a fly mitigation program with deployment of fly traps, fly spray chemicals or fly predators and maintain these devices and methods during the fly season for vector control.
 - j. Violation of AVLU 10.10.050.B.11 is an infraction punishable by fine up to \$750 if violation is not corrected within thirty (30) days of initial notice of violation.
- C. Conditional Uses: Uses requiring a conditional use permit in this zone are as follows:
1. Accessory use and buildings before a building permit is issued.
 2. Raising of crops, gardens, and horticulture for commercial use before a building permit is issued.
 3. Single family dwelling less than 800 sq. ft. on the main floor.
 4. The keeping of animals and fowl for ~~family food production, but not for~~ commercial use before a building permit is issued.

- D. Any use not specifically allowed under permitted uses shall be prohibited unless the planning commission determines the use is substantially the same as a permitted or conditional use as provided in subsection 10-7-180-E4 of this title.
- E. Height Regulations: No building shall be erected to a height greater than thirty-five (35) feet. No accessory building shall be erected to a height greater than twenty-five (25) feet.
- F. Minimum Area, Width, and Yard Regulations

District	Area	Lot Width in Feet	Yard Setbacks in Feet for Primary Residence			Square Feet Maximum Size of	Square Feet Maximum Size of	Maximum Building Coverage
			Front	Side	Rear			
RE-1.0	1.0 acre	100	25	10	10	4,000	700	50%
RE-2.5	2.5 acres	150	25	25	25	4,500	1,000	50%
RE-5.0	5.0 acres	200	25	25	25	5,000	1,500	50%

** No more than one (1) Primary home on a property.

- G. Modifying Regulations:
 - a. Shipping containers shall not be stacked unless they are used for an accessory building structure or primary dwelling structure and the exterior is completely covered by an exterior siding that must meet all visual and structural requirements set forth by the building and safety ordinances.
 - b. Any accessory building must not exceed 25 feet in height.
 - c. All accessory building permits must be accompanied by a building permit for a primary dwelling or be used in conjunction with an existing primary dwelling. An accessory building permit may be issued without a primary dwelling being on the property with a Conditional Use Permit (CUP).
 - d. No accessory building shall be occupied or used as any type of living space.
 - e. Side Yards: The side yard setback on a "street side" yard shall be the same as a front yard setback. Accessory buildings located at least ten (10) feet away

from the main building must have a side or rear property setback of at least ten (10) feet on interior lot lines.

- f. Distance Between Buildings: No two (2) buildings on the same property shall be located closer together than ten (10) feet. No building, structure, or pen/corral/coop/ housing animals or fowl shall be constructed closer than fifty (50) feet to a dwelling unit on an adjacent lot, ~~or thirty (30) feet from property line, whichever is further.~~
- g. Animal enclosures may be located in rear, side, or front yards, provided they:
 1. Maintain a minimum setback of ten (10) feet from interior property lines;
 2. Maintain a minimum setback of fifteen (15) feet from any street right-of-way;
 3. Are securely enclosed to prevent animals from entering public streets; and
 4. Comply with all applicable nuisance, sanitation, and animal care standards of this Title.
- h. Prohibited Materials and Storage: No trash, rubbish, weeds, or other combustible material shall be allowed to remain on any lot outside of approved containers in any residential zone. No junk, debris, or junk cars shall be stored or allowed to remain on any lot in any residential zone.
- i. All lighting shall comply with AVLU 10.26 Outdoor Lighting Ordinance.
- j. Permitted and conditional uses set forth in this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.
 - (1) Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.
 - (2) No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.
- k. Greater size and height: Notwithstanding the height and size limitations shown in this section, a greater building and accessory height and size may be allowed pursuant to a conditional use permit.
- l. For additional restrictions and clarifications in this zone, see AVLU 10.28 Supplementary and Qualifying Regulations for Land Use and Building.
- m. All street, drainage, utility and other public improvements shall be installed as required by the applicable town ordinances, standards and regulations. However, upon recommendation by the Planning Commission and approval of the Town Council based upon good cause shown, the requirements for the installation of dry sewer, curb, gutter and asphalt may be waived or delayed, as the Town Council, in its discretion, may determine.
- n. On large lots 2.5 Acre and larger the minimum lot size may be smaller than required, by the amount needed for road dedications.
- o. Water Service and Utility Connections: Notwithstanding any other provision of this Section requiring issuance of a building permit prior to establishment of a permitted use, installation of water meters, water service laterals, and related underground water infrastructure located outside of structures shall not require

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

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

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

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from April 15, 2026 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

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

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley



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

Item 5.
 Fee: \$750.00

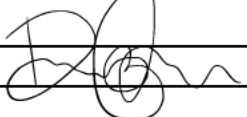
Preliminary Site Plan Application


Applications Must Be Submitted By The First Wednesday Of The Month

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

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

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

Applicant Signature 	Date
---	------

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

Note: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. A deadline missed due to an incomplete application, could result in a month's delay. Planning Commission meetings are held on the first Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed due to an incomplete application could result in a month's delay.

PURPOSE

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

WHEN REQUIRED

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

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

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

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

PROCESS

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

APPEALS

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

**AFFIDAVIT
PROPERTY OWNER**

STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

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

Property Owner

Property Owner

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

Notary Public

Residing in: _____

My Commission Expires: _____

AGENT AUTHORIZATION

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

Property Owner

Property Owner

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

Notary Public

Residing in: _____

My Commission Expires: _____



LEGEND - LOT ZONING / AREAS

- HOTEL WING** (Pink square)
- HOTEL AMENITIES** (Blue square)
- 1 BEDROOM SUITE** (Circle with 1)
- 2 BEDROOM PAULON** (Circle with 2)
- 3 BEDROOM PAULON** (Circle with 3)
- 4 BEDROOM PAULON** (Circle with 4)
- HOTEL AREA - BACK OF HOUSE** (Yellow square)
- ANNUAL SUITE** (Circle with A)
- PARKING** (Circle with P)
- STORAGE BUILT-UP HOUSE** (Circle with S)
- PLANNED DEVELOPMENT ZONING** (Dashed red line)
- HOTEL AMENITIES** (Blue square)
- BAR** (Circle with B)
- COMBINATION KITCHEN** (Circle with CK)
- SECONDARY CLOSET** (Circle with SC)
- EVENT SPACE** (Circle with ES)
- FITNESS** (Circle with F)
- SOFT SHOP/GALLERY** (Circle with SS)
- HOTEL** (Circle with H)
- ARMY STRIKE** (Circle with AS)
- LIBRARY/CLUBHOUSE** (Circle with LC)
- MAN/POUL/BALL** (Circle with MB)
- RESTAURANT** (Circle with R)
- SPA/RESTAURANT** (Circle with SR)
- SPECIALTY RESTAURANT** (Circle with SR)
- SPORTS CENTER** (Circle with SC)
- TACK ROOM** (Circle with TR)

LEGEND - LOT ZONING / AREAS

NO SCALE

PARCEL / LOT NO.	AREA	AREA (ACRES)	UNDERLAY ZONING
A-5			
LOT 1	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 2	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 3	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 4	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 5	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 6	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 7	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 8	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 9	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 10	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 11	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 12	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 13	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 14	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 15	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 16	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 17	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 18	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 19	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 20	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 21	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 22	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 23	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 24	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 25	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 26	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 27	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 28	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 29	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 30	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 31	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 32	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 33	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 34	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 35	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 36	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 37	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 38	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 39	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 40	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 41	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 42	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 43	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 44	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 45	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
A-5 EAST PARCEL			
LOT 1	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 2	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 3	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 4	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 5	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 6	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
LOT 7	10000 SF	0.23 acres	AGRICULTURAL S (A-5)
CZM			
LOT 1	10000 SF	0.23 acres	CABIN ZONE HOTEL (CZM)
LOT 2	10000 SF	0.23 acres	CABIN ZONE HOTEL (CZM)
LOT 3	10000 SF	0.23 acres	CABIN ZONE HOTEL (CZM)
LOT 4	10000 SF	0.23 acres	CABIN ZONE HOTEL (CZM)
OST			
LOT 1	10000 SF	0.23 acres	OPEN SPACE TRANSITION (OST)
LOT 2	10000 SF	0.23 acres	OPEN SPACE TRANSITION (OST)
LOT 3	10000 SF	0.23 acres	OPEN SPACE TRANSITION (OST)
LOT 4	10000 SF	0.23 acres	OPEN SPACE TRANSITION (OST)
GRAND TOTAL			
	3061445 SF	704.2 acres	

WOODS + DANGARAN
ARCHITECTURAL + INTERIORS
WWW.WOODSDANGARAN.COM

11/23/20

11/23/20

11/23/20

OCULTA ROCA PRELIMINARY PLAT

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

THE NAMES AND ADDRESSES OF THE OWNERS:

DE LA TORRA HOLDINGS, LLC
100 MONTELEONE ST., SUITE 400
NEW YORK, NY 10022
AND
JOHN E. LANE
2720 E. 5600 N
LIBERTY, UT 84040

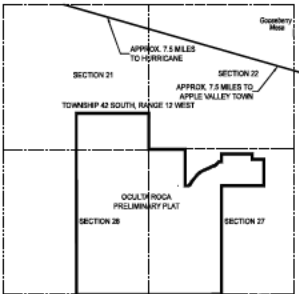
WATER NOTES:

THE PROPOSED DEVELOPMENT INCLUDES TWO ALTERNATIVE WATER SYSTEM IMPROVEMENT PLANS. THE PRIMARY PLAN FEATURES A NEW 14-CELL-CELLAR REINFORCED CONCRETE WATER STORAGE TANK AND 12-INCH DIAMETER TRANSMISSION MAINS EXTENDING FROM THE GOVERNORS LODGE AREA. AN ALTERNATE PLAN WHICH CONTAINS THE SAME 14-CELL-CELLAR TANK, BUT WITH 8-INCH DIAMETER MAINS, AND AN ADDITIONAL 200,000-GALLON TANK LOCATED ALONG GOULD WASH ROAD. BOTH ALTERNATIVES WILL BE DESIGNED IN COMPLIANCE WITH THE UTAH DIVISION OF DRINKING WATER (DWD) SYSTEM DESIGN CRITERIA, AS OUTLINED IN UTAH ADMINISTRATIVE CODE R306-300 THROUGH R306-305, AND MUST MEET THE BAS PLANS WATER SPECIAL SERVICE DISTRICT'S OPERATIONAL AND PERFORMANCE STANDARDS, INCLUDING ALIGNMENT WITH ITS QUARTARY WATER MASTER PLAN AND WATER CONSERVATION PLAN. ALL ENGINEERING PLANS WILL BE PREPARED AND CERTIFIED BY A UTAH-LICENSED PROFESSIONAL ENGINEER AND SUBMITTED FOR DSD REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

LEGAL DESCRIPTION:

1. THENCE NORTH 89°25'37" EAST A DISTANCE OF 108.15 FEET TO A POINT OF CURVATURE;
2. THENCE 98.78 FEET ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 0°23'37", A RADIUS OF 733.00 FEET AND A CHORD BEARING NORTH 84°36'54" EAST A DISTANCE OF 94.72 FEET TO A POINT OF TANGENCY;
3. THENCE 120.84 FEET ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 1°07'50", A RADIUS OF 852.00 FEET AND A CHORD BEARING NORTH 89°25'37" EAST A DISTANCE OF 128.64 FEET TO A POINT OF TANGENCY;
4. THENCE NORTH 72°58'27" EAST A DISTANCE OF 34.00 FEET TO A POINT OF CURVATURE;
5. THENCE 38.43 FEET ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 1°19'34", A RADIUS OF 1035.00 FEET AND A CHORD BEARING NORTH 84°36'54" EAST A DISTANCE OF 36.36 FEET TO A POINT OF TANGENCY;
6. THENCE 78.24 FEET ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 1°07'50", A RADIUS OF 852.00 FEET AND A CHORD BEARING NORTH 89°25'37" EAST A DISTANCE OF 78.00 FEET TO A POINT OF TANGENCY;
7. THENCE NORTH 41°05'30" EAST A DISTANCE OF 72.34 FEET;
8. THENCE NORTH 49°21'40" EAST A DISTANCE OF 35.84 FEET;
9. THENCE NORTH 74°15'21" EAST A DISTANCE OF 38.74 FEET;
10. THENCE NORTH 80°19'41" EAST A DISTANCE OF 33.84 FEET;
11. THENCE SOUTH 81°28'27" EAST A DISTANCE OF 34.57 FEET TO THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 28;
12. THENCE NORTH 0°00'00" WEST A DISTANCE OF 286.42 FEET ALONG THE BOUNDARY OF THE PARCEL, FOUND IN SAID DOC # 202008087 AND ALONG SAID QUARTER SECTION LINE;
13. THENCE SOUTH 81°28'27" WEST A DISTANCE OF 34.57 FEET TO THE FOLLOWING FOUR (4) CORNERS:
1. NORTH 89°25'37" EAST A DISTANCE OF 117.26 FEET;
2. THENCE NORTH 89°25'37" EAST A DISTANCE OF 428.00 FEET;
3. THENCE SOUTH 0°00'00" WEST A DISTANCE OF 286.42 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;
4. THENCE SOUTH 0°00'00" WEST A DISTANCE OF 154.51 FEET TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 27 AND A ROSENBERG REBAR AND CAP MARKING THE CENTER NORTH 1/16TH CORNER OF SAID SECTION 27;
5. THENCE SOUTH 0°00'00" WEST ALONG SAID NORTH-SOUTH CENTERLINE A DISTANCE OF 3857.87 FEET TO THE SOUTH LINE OF SAID SECTION 27 AND A ROSE FIN;
6. THENCE SOUTH 89°25'37" WEST ALONG THE SOUTHWESTLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 A DISTANCE OF 268.15 FEET TO THE SECTION CORNER COMMON TO SECTIONS 27, 28, 33 AND 34, MARKED BY 2.5 INCH IRON BOLT BRASS CAP;
7. THENCE NORTH 89°25'37" WEST ALONG THE SOUTHWESTLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 A DISTANCE OF 2848.00 FEET TO THE SOUTH QUARTER CORNER OF SECTION 28, MARKED BY 2.5 INCH IRON BOLT BRASS CAP;
8. THENCE NORTH 89°25'37" WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 28 A DISTANCE OF 877.89 FEET TO THE POINT OF BEGINNING.

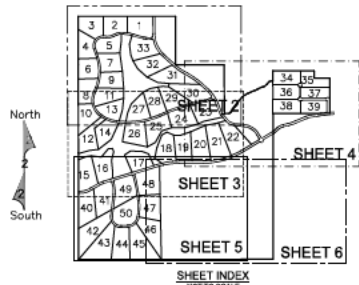
SAID PARCEL CONTAINS 31,822,844 SQUARE FEET OR 732,844 ACRES.



VICINITY MAP

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, THE NORTH AND WEST 1/2 OF SECTION 27, AND THE EAST 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 IRON BOLT BRASS CAP, WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 28, MARKED BY A 2.5 INCH IRON BOLT BRASS CAP, BEARS SOUTH 0°00'00" EAST A DISTANCE OF 827.89 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION:
THENCE NORTH 0°00'00" WEST ALONG THE WESTERLY LINE OF THE SAID SOUTHWEST QUARTER OF SECTION 21 A DISTANCE OF 137.25 FEET TO THE EAST-WEST CENTERLINE OF SAID SOUTHWEST QUARTER AND A NO. 5 REBAR WITH PLASTIC CAP STAMPED "15334869";
THENCE NORTH 89°25'37" EAST ALONG SAID EAST-WEST CENTERLINE A DISTANCE OF 2847.06 FEET TO THE EASTERN LINE OF SAID SECTION 21 AND A NO. 4 REBAR WITH PLASTIC CAP STAMPED "340 L54867";
THENCE SOUTH 89°25'37" EAST ALONG SAID EASTERN LINE A DISTANCE OF 1317.84 FEET TO THE SECTION CORNER COMMON TO SECTIONS 21, 27 AND 28, MARKED BY 2.5 INCH IRON BOLT BRASS CAP;
THENCE NORTH 89°25'37" EAST ALONG THE NORTH-EASTLY LINE OF SAID SECTION 27 A DISTANCE OF 133.03 FEET TO THE EASTERN LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 AND A NO. 4 REBAR WITH PLASTIC CAP STAMPED "340 L54867";
THENCE NORTH 89°25'37" EAST ALONG SAID EASTERN LINE A DISTANCE OF 1317.84 FEET TO THE WESTERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND A NO. 4 REBAR WITH PLASTIC CAP STAMPED "340 L54867";
THENCE NORTH 89°25'37" EAST ALONG THE SOUTHWESTLY LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER A DISTANCE OF 123.41 FEET TO THE PLACELINE OF GOULD WASH ROAD;
THENCE ALONG THE PLACELINE OF GOULD WASH THE FOLLOWING TWENTY-TWO (22) COURSES:
1. NORTH 89°25'37" EAST A DISTANCE OF 35.84 FEET TO A POINT OF CURVATURE;
2. THENCE 27.02 FEET ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 2°20'11", A RADIUS OF 84.43 FEET AND A CHORD BEARING NORTH 89°25'37" EAST A DISTANCE OF 26.79 FEET TO A POINT OF CURVATURE;
3. THENCE 38.38 FEET ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 1°20'50", A RADIUS OF 128.89 FEET AND A CHORD BEARING NORTH 84°36'54" EAST A DISTANCE OF 28.31 FEET TO A POINT OF TANGENCY;
4. THENCE NORTH 89°25'37" EAST A DISTANCE OF 72.64 FEET TO A POINT OF CURVATURE;
5. THENCE 68.50 FEET ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 1°24'15", A RADIUS OF 353.00 FEET AND A CHORD BEARING NORTH 83°32'37" EAST A DISTANCE OF 68.45 FEET TO A POINT OF TANGENCY;
6. THENCE NORTH 89°25'37" EAST A DISTANCE OF 322.56 FEET TO A POINT OF CURVATURE;
7. THENCE 133.03 FEET ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 1°07'50", A RADIUS OF 852.00 FEET AND A CHORD BEARING NORTH 89°25'37" EAST A DISTANCE OF 131.09 FEET TO A POINT OF TANGENCY;
8. THENCE NORTH 89°25'37" EAST A DISTANCE OF 26.86 FEET TO A POINT OF CURVATURE;
9. THENCE 68.03 FEET ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 1°42'16", A RADIUS OF 333.00 FEET AND A CHORD BEARING NORTH 89°25'37" EAST A DISTANCE OF 67.81 FEET TO A POINT OF TANGENCY;
10. THENCE NORTH 89°25'37" EAST A DISTANCE OF 80.08 FEET TO A POINT OF CURVATURE;
11. THENCE 84.84 FEET ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 0°23'37", A RADIUS OF 882.00 FEET AND A CHORD BEARING NORTH 84°36'54" EAST A DISTANCE OF 80.56 FEET TO A POINT OF TANGENCY;



SHEET INDEX
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, JAMES V. HENRITY, A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING CERTIFICATE NO. 2487101-2201, CERTIFY THAT BY MEASUREMENT OF THE PROPERTY OWNERS, THE PLAT SHOWN HEREON WAS MADE UNDER MY SUPERVISION, I SURVEYED THE PROPERTY CORRECTLY SHOWS THE BOUNDARIES OF THE
OCULTA ROCA PRELIMINARY PLAT



JAMES V. HENRITY, PLS 2487101-2201
P.E. AND OR SURVEYOR

NOTES

- 1. ALL DIMENSIONS IN FEET AND DECIMAL THEREOF.
- 2. PER OWNER'S USE ONLY. CORRECTED TO THE SOUTH OF SECTION 28, BE APPROXIMATELY 1/2 MILE WEST OF THE SECTION CORNER COMMON TO SECTIONS 27, 28, 33 AND 34, MARKED BY 2.5 INCH IRON BOLT BRASS CAP.
- 3. ALL POINTS AND LINE WORK SHOWN ARE FROM THE POINTS OF BEGINNING AND THE PLAT CORNERS. ALL POINTS OF BEGINNING AND THE PLAT CORNERS ARE TO BE SET BY THE SURVEYOR AND TO BE MARKED BY 2.5 INCH IRON BOLT BRASS CAP.
- 4. ALL OTHER POINTS AND LINE WORK SHOWN ARE FROM THE POINTS OF BEGINNING AND THE PLAT CORNERS.

SURVEYOR222
PROFESSIONAL
LAND SURVEYORS
St. George
UTAH 84700
801-330-8881
WWW.SURVEYOR222.COM



SPOT-ON SURVEYING

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

DRAWN BY: JAH
CHECKED BY: MHI
DATE: 03/24/2028
PROJECT NO.:
SCALE: 1"=100'
PAGE 1 OF 6

COUNTY SURVEYOR'S APPROVAL:	RECORDED NUMBER:
BY: _____ DATE OF _____, A.D. _____	_____
COUNTY SURVEYOR: _____	RECORDED COUNTY CLERK: _____

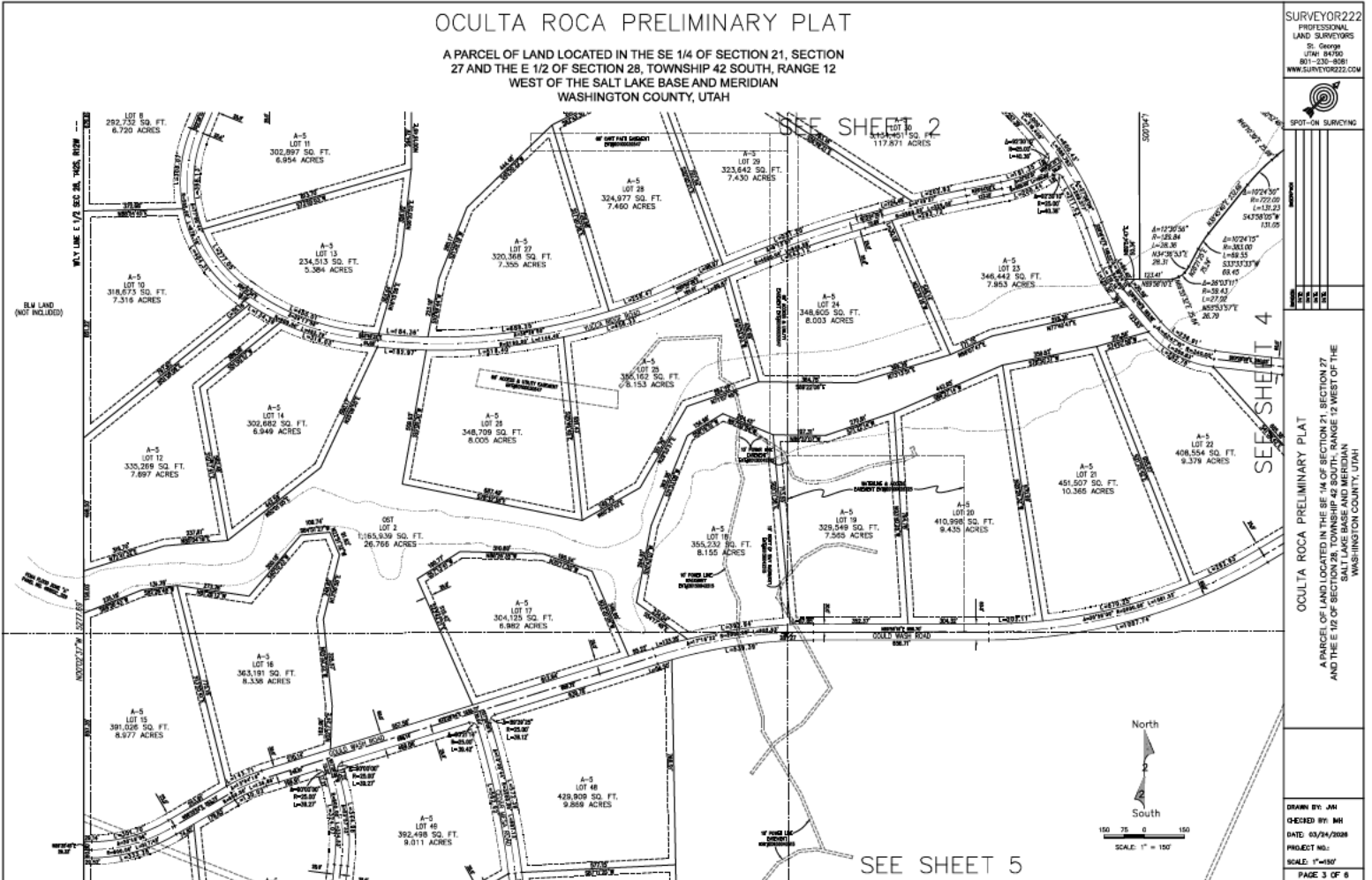
OCULTA ROCA PRELIMINARY PLAT

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

SEE SHEET 2

SEE SHEET 4

SEE SHEET 5



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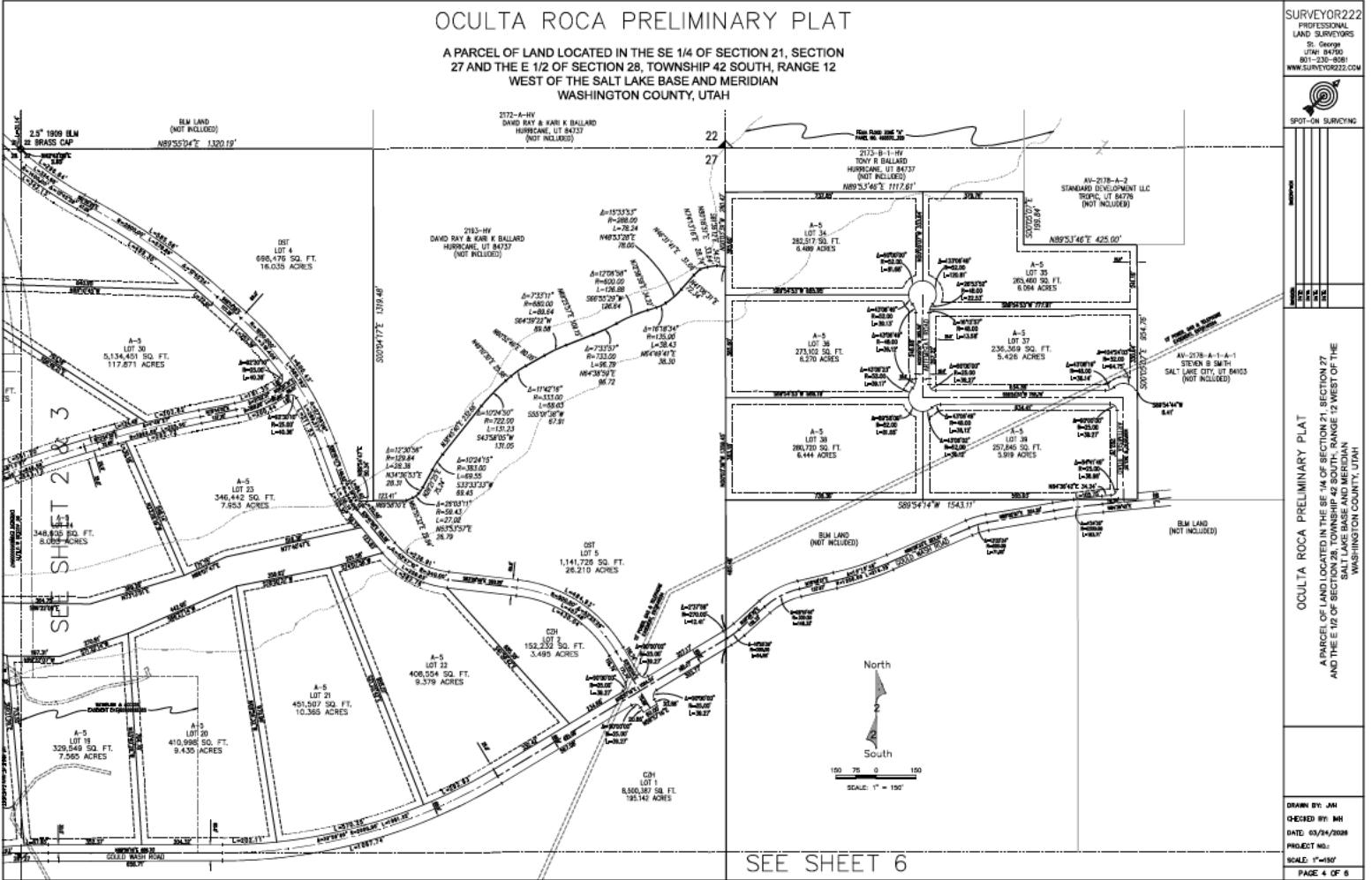
SPOT-ON SURVEYING

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

DRAWN BY: JAH
 CHECKED BY: MH
 DATE: 03/04/2008
 PROJECT NO:
 SCALE: 1"=100'
 PAGE 3 OF 6

OCULTA ROCA PRELIMINARY PLAT

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



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

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

DRAWN BY: JAH
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 SCALE: 1"=100'
 PAGE 4 OF 6

