



PLANNING COMMISSION - HEARING NOTICE

1777 N Meadowlark Dr, Apple Valley
Wednesday, July 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, July 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-2026-17, Adopt Title 11.02.055 Boundary Adjustments.
- [2.](#) Simple Lot Subdivision Application for AV-1331.
- [3.](#) Simple Lot Subdivision Application for AV-1329-F, AV-1329-G.
- [4.](#) Simple Lot Subdivision for AV-1328-A.
- [5.](#) Ordinance O-2026-18, Zone Change Application from Agricultural 40 Acres Zone (A-40), Rural Estates 1 Acre Zone (RE-1), and Highway Commercial Zone (C-2) to Agricultural 40 Acres Zone (A-40) and Rural Estates 5 Acres Zone (RE-5) for parcel AV-1313-D-1-A, AV-1-2-30-410, and AV-2-2-24-210.

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 24th day of June, 2026.

Dated this 24th day of June, 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.

**APPLE VALLEY
ORDINANCE O-2026-17**

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

SECTION 1: **ADOPTION** “11.02.055 Boundary Adjustments” of the Apple Valley Subdivisions is hereby *added* as follows:

ADOPTION

11.02.055 Boundary Adjustments(*Added*)

SECTION 2: **ADOPTION** “Purpose” of the Apple Valley Subdivisions is hereby *added* as follows:

ADOPTION

Purpose(*Added*)

The purpose of this section is to establish procedures and standards for boundary adjustments within the Town of Apple Valley in accordance with Utah Code Title 10, Chapter 20, and to ensure resulting parcels comply with applicable zoning, access, utility, and subdivision requirements.

SECTION 3: **ADOPTION** “Applicability” of the Apple Valley Subdivisions is hereby *added* as follows:

ADOPTION

Applicability(*Added*)

This section applies only to boundary adjustments subject to municipal review under Utah Code §§10-20-906 and 10-20-811.

Boundary establishments authorized under Utah Code §10-20-907 are not subject to Town review or approval.

SECTION 4: ADOPTION “Simple Boundary Adjustment” of the Apple Valley Subdivisions is hereby *added* as follows:

ADOPTION

Simple Boundary Adjustment(*Added*)

A simple boundary adjustment shall be processed in accordance with Utah Code §10-20-906. The Town shall administratively consent to a proposed simple boundary adjustment when the Town verifies the proposal: 1. Includes required conveyance documents;

2. Does not affect:

- a. public rights-of-way;
- b. municipal utility easements;
- c. public property;
- d. existing easements;
- e. onsite wastewater systems; or
- f. internal lot restrictions;

3. Does not result in a parcel that violates Town land use regulations.

SECTION 5: ADOPTION “Full Boundary Adjustment” of the Apple Valley Subdivisions is hereby *added* as follows:

ADOPTION

Full Boundary Adjustment(*Added*)

A full boundary adjustment shall be required when a proposed boundary adjustment does not qualify as a simple boundary adjustment under Utah Code §10-20-906. Applications shall

- include: 1. Conveyance documents;
2. Survey prepared by a licensed Utah surveyor;
3. Plat amendment if required by Town ordinance;
4. Applicable fees;
5. Additional information reasonably necessary to verify compliance with Town ordinances and state law.

SECTION 6: **ADOPTION** “Approval Standards” of the Apple Valley Subdivisions is hereby *added* as follows:

ADOPTION

Approval Standards(*Added*)

The Town shall administratively consent to a full boundary adjustment when the Town verifies: 1. Required application materials have been submitted;

2. The survey demonstrates compliance with Town land use regulations;
3. Any required plat amendment has been approved pursuant to Utah Code §10-20-811;
4. The adjustment does not create additional lots, dwelling rights, or development rights;
5. Resulting parcels maintain safe and legal access;
6. No parcel becomes landlocked.

SECTION 7: **ADOPTION** “Recording” of the Apple Valley Subdivisions is hereby *added* as follows:

ADOPTION

Recording(*Added*)

A boundary adjustment shall not become effective until all required documents are recorded with the Washington County Recorder.

SECTION 8: **ADOPTION** “Fees” of the Apple Valley Subdivisions is hereby *added* as follows:

ADOPTION

Fees(*Added*)

1. Boundary adjustment applications shall be subject to the same application fee established for Simple Lot Subdivisions, unless otherwise established by resolution or adopted fee schedule of the Town Council.

2. Applicants shall pay all applicable recording fees.

3. The Town may require reimbursement for reasonable professional review costs actually incurred by the Town, including engineering, legal, surveying, planning, or consultant review expenses reasonably necessary to evaluate the application.

4. All fees and reimbursements required under this section shall be paid prior to final administrative consent or recording approval by the Town.

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

Apple Valley Simple Lot Subdivision Application

Fee: _____

Applicant Full Name: Aaron Stout

Mailing Address: [Redacted] City: Apple Valley State: UT Zip: 84737

Phone Number: [Redacted] Email Address: [Redacted]

Authorized Agent (if applicable): _____

Property Address: _____ City: Apple Valley State: UT Zip: 84737

Tax ID Number: AV-1331

Current Zoning Designation: OST

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)*).

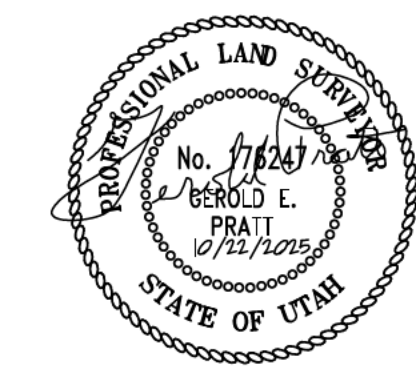
Date of Public Hearing: July 8, 2026

Date of Planning Commission Decision: _____

- Approved
- Denied

Filing Date of the Record of Survey: _____

SURVEYOR'S CERTIFICATE:
 I, GEROLD E. PRATT, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, HOLDING CERTIFICATE OF REGISTRATION NO. 176247, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW AND THAT IT CORRECTLY REPRESENTS THE CONDITIONS EXISTING ON THE GROUND.



GEROLD E. PRATT
 CERTIFICATE NO. 176247

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SLB&M; THENCE NORTH 52°55'48" WEST, 3752.07 FEET TO A FOUND REBAR ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U-59, THENCE NORTH 53°10'14" WEST 3147.88 FEET ALONG SAID RIGHT-OF-WAY TO A FOUND REBAR AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 53°10'14" EAST 212.52 FEET; THENCE SOUTH 36°49'12" WEST 430.58 FEET; THENCE NORTH 42°10'46" WEST 216.50 FEET TO A FOUND REBAR; THENCE NORTH 36°49'12" EAST 389.30 FEET TO THE TRUE POINT OF BEGINNING. CONTAINS 2.00 ACRES OF LAND.

NARRATIVE

AT THE REQUEST OF AARON STOUT, THIS SURVEY WAS PREPARED TO SHOW THIS 2.00 ACRE PARCEL FROM AV-1334-K

BASIS OF BEARING

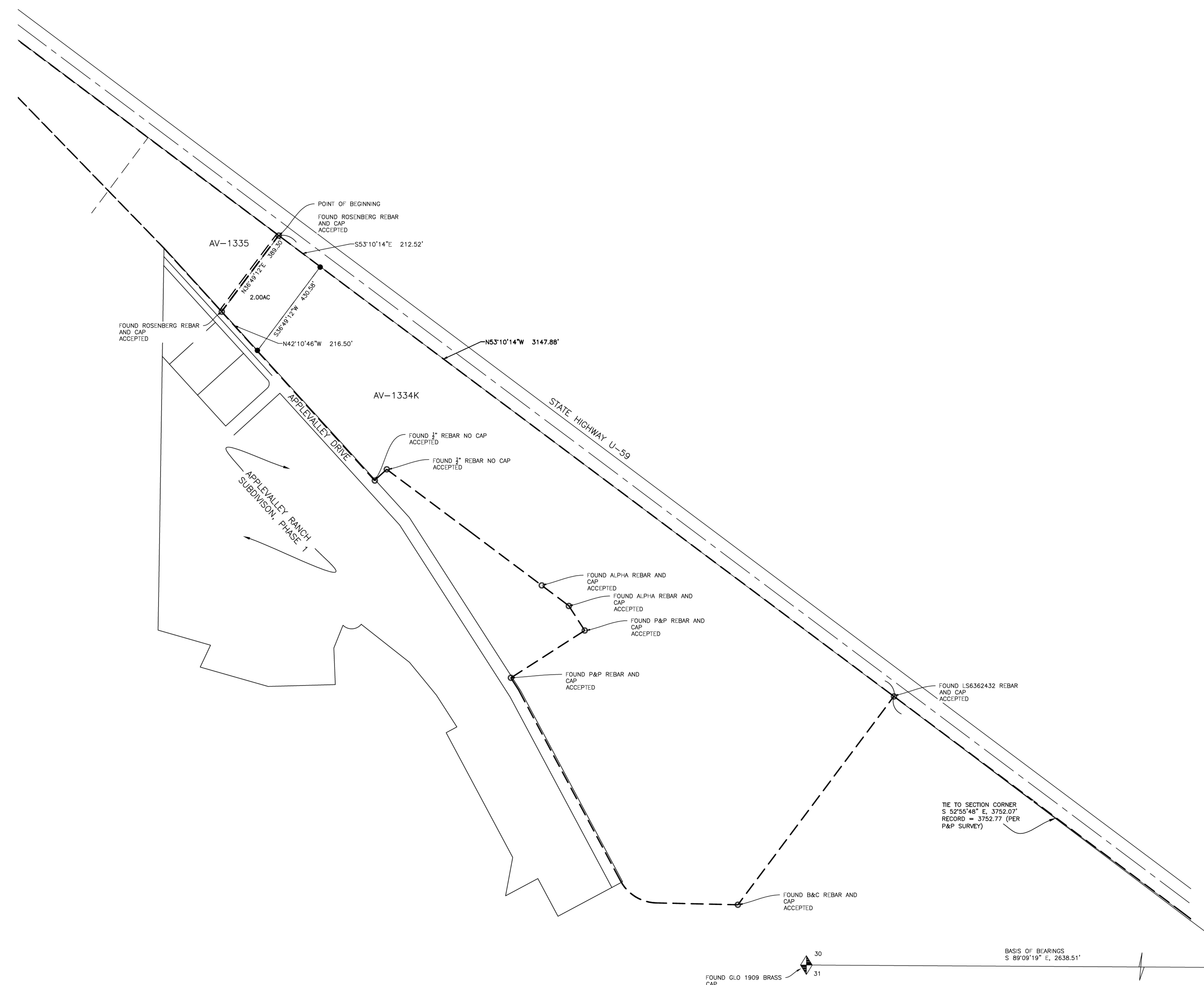
BASIS OF BEARING IS S89°09'19"E ALONG THE SECTION LINE BETWEEN THE SOUTH QUARTER SECTION CORNER OF SECTION 30 AND THE SOUTHEAST SECTION CORNER OF SECTION 30 TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN. THE MEASURED DISTANCE BETWEEN SAID MONUMENTS IS 2638.51 FEET.

REFERENCE DOCUMENTS

RECORD OF SURVEY PREPARED BY ROSENBERG ASSOCIATES, DATED 4-14-2006
 RECORD OF SURVEY PREPARED BY PLAT AND PLATT, INC., DATED 12-15-2017

LEGEND

- FOUND SECTION MONUMENT
- FOUND 5/8" X 20" REBAR PIN BY OTHERS
- SET PRATT ENGINEERING REBAR WITH PLASTIC CAP, UNLESS OTHERWISE NOTED
- NEW LOT LINES
- EXISTING LOT LINES
- ROADWAY LINES
- STREET CENTER LINES



REVISIONS

NO.	DATE	APPROVED BY

PRATT ENGINEERING, P.C.
 CIVIL ENGINEERING AND LAND SURVEYING
 51 NORTH 1000 WEST, SUITE 9, HURRICANE, UTAH 84737
 FAX: (435) 635-5765 TEL: (435) 635-5329

RECORD OF SURVEY
 PARCEL AV-1335/AV-1334K
 FOR
 AARON STOUT
 TOWN OF APPLE VALLEY, WASHINGTON COUNTY, UTAH
 SECTION 30, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SLB&M

FILE NAME:
 STOUT, AARON
 DATE:
 10/22/2025
 CHECKED:
 10/22/2025
 SCALE:
 1" = 100'

SHEET
1
 OF 1



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

Date: June 16, 2026

NOTICE OF PUBLIC HEARING

Parcel ID: AV-1331

Approximate Situs Addresses: 1755–1760 N Apple Valley Drive, 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 Subdivision.

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, July 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

Apple Valley Simple Lot Subdivision Application

Fee:

Applicant Full Name: TLW Investments LLC

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

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

Authorized Agent (if applicable): Libby Wells

Property Address: AK-1329-F
AV-1329-G City: Apple Valley State: Ut Zip: 84737

Tax ID Number: N/A

Current Zoning Designation: OST

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.
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- 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

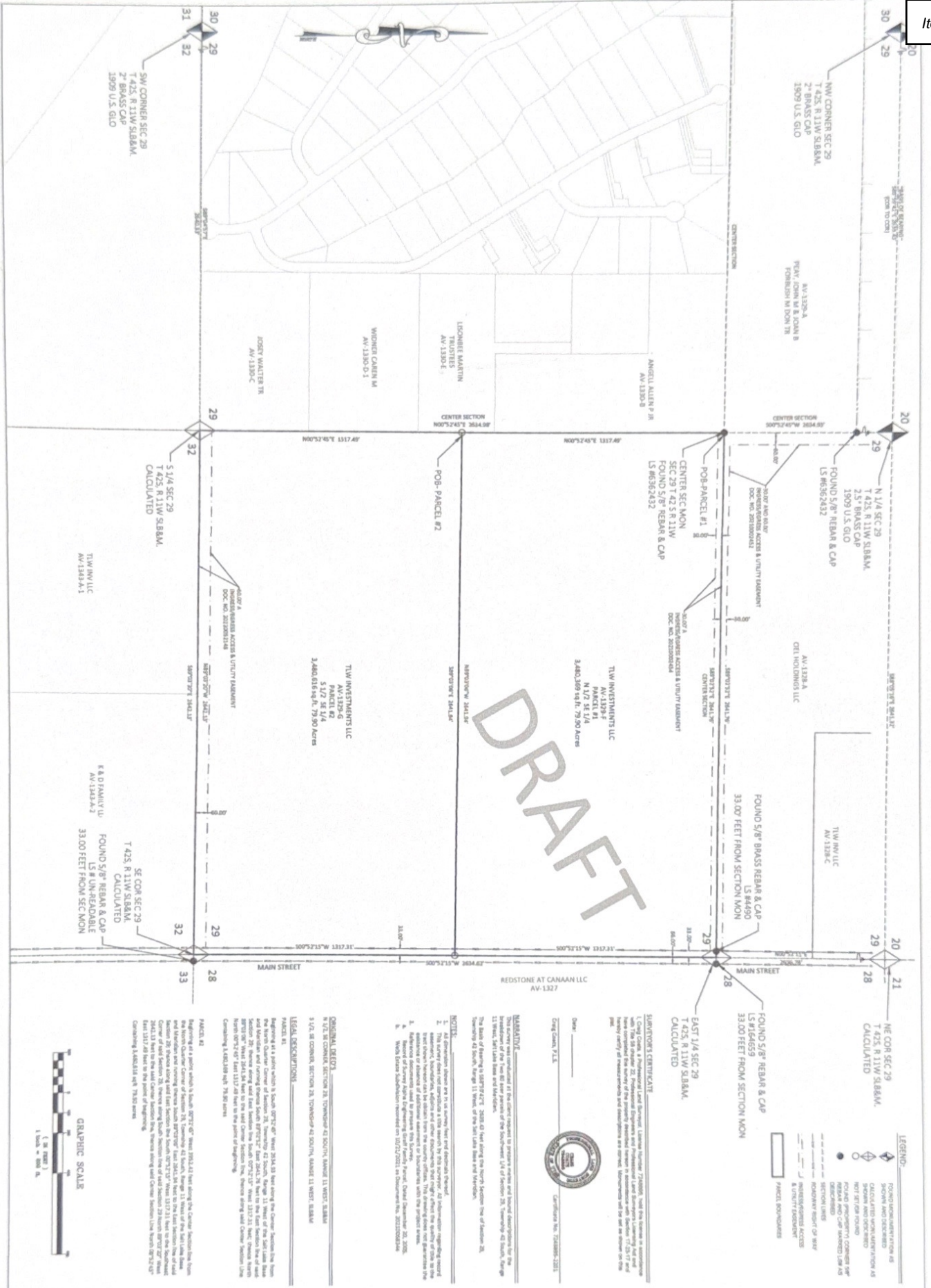
The Planning Commission shall hold a public hearing on the application and approve or deny the simple lot subdivision application (*Apple Valley Subdivisions § 11.02.050(G)(4)*).

Date of Public Hearing: July 8, 2026

Date of Planning Commission Decision: _____

- Approved
- Denied

Filing Date of the Record of Survey: _____



Apple Valley 160 Acres**N1/2 SE1/4 Sec 29 T42S, R11W, SLB&M****Parcel #1**

Beginning at a point which is South 00°52'45" West 2634.93 feet along the Center Section line from the North Quarter Corner of Section 29, Township 42 South, Range 11 West of the Salt Lake Base and Meridian and running thence South 89°02'52" East 2641.76 feet to the East Section line of said Section 29; thence along said East Section line South 00°52'15" West 1317.31 feet; thence North 89°03'06" West 2641.94 feet to the said Center Section line, thence along said Center Section Line North 00°52'45" East 1317.49 feet to the point of beginning.

Containing 3,480,369 sqft 79.90 acres

S1/2 SE1/4 Sec 29 T42S, R11W, SLB&M**Parcel #2**

Beginning at a point which is South 00°52'45" West 3952.42 feet along the Center Section line from the North Quarter Corner of Section 29, Township 42 South, Range 11 West of the Salt Lake Base and Meridian and running thence South 89°03'06" East 2641.94 feet to the East Section line of said Section 29; thence along said East Section line South 00°52'15" West 1317.31 feet to the Southeast Corner of said Section 29, thence along South Section line of said Section 29 North 89°03'20" West 2642.13 feet to the said Center Section line, thence along said Center Section Line North 00°52'45" East 1317.49 feet to the point of beginning.

Containing 3,480,616 sqft 79.90 acres



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

Date: June 16, 2026

NOTICE OF PUBLIC HEARING

Parcel AV-1329-F, located west of Main Street and south of 1600 North, Apple Valley, Utah.

Parcel AV-1329-G, located west of Main Street and north of 1200 North, Apple Valley, Utah.

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 Subdivision.

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, July 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

Apple Valley Simple Lot Subdivision Application

Fee:

Applicant Full Name: Ciel Holdings LLC

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

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

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.
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-

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.
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 - The location of survey by quarter section and township range.
 - The date of survey.
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(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)*).

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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 Lot Split Application Narrative

Applicant:

Ciel Holdings LLC



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 (2) 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 (2) 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 the existing Daybreak Mesa Drive.

Utilities

- **Water:** A water meters 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 each lot will be required to provide detention depending on proposed lot improvements. The design minimizes disturbance to existing conditions and ensures that runoff is conveyed in a manner consistent with pre-development conditions.

Compliance

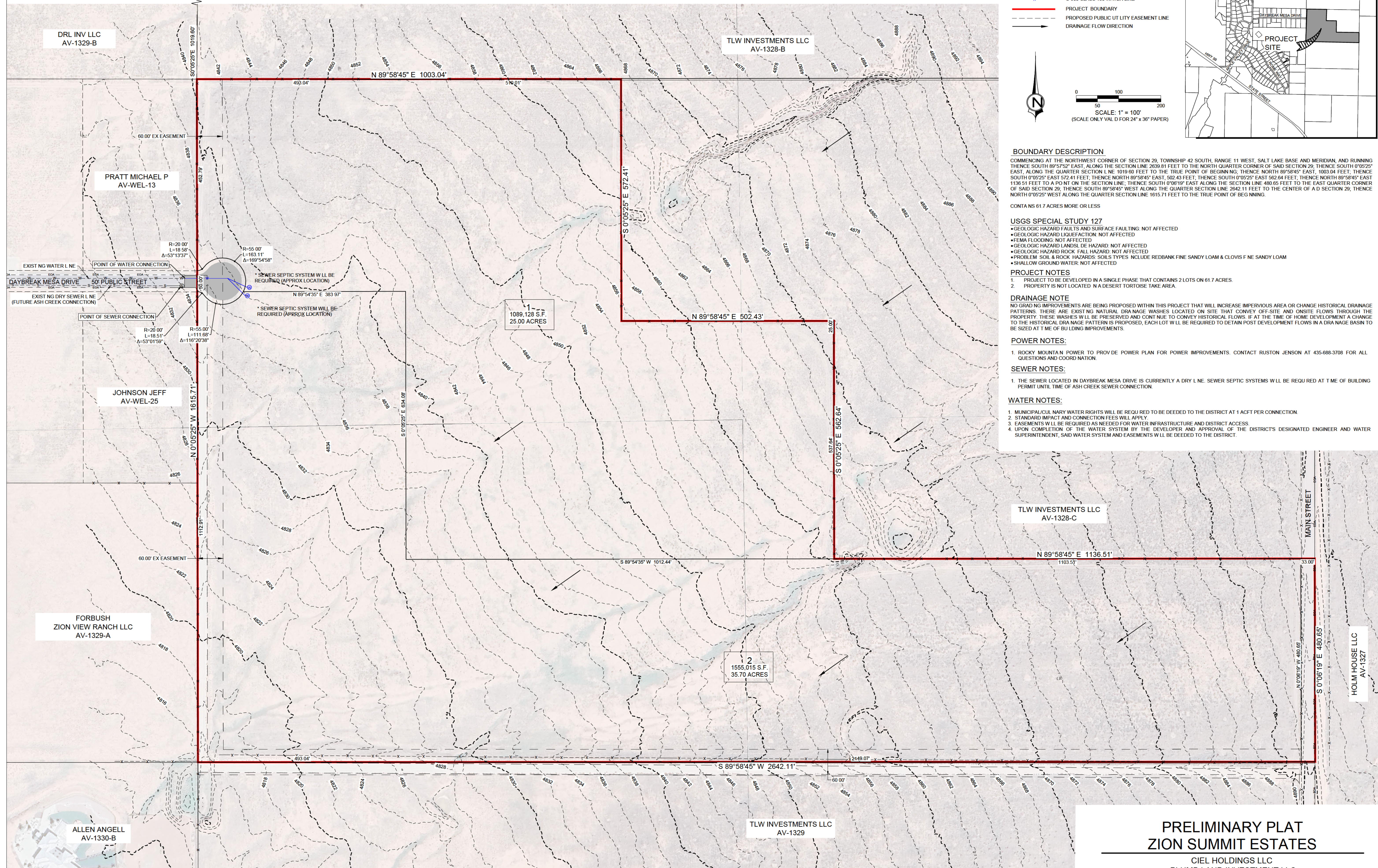
The proposed subdivision is consistent with the Town of Apple Valley's land use regulations for simple lot subdivisions, including minimum lot size, access, and infrastructure requirements.

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 lot split application.

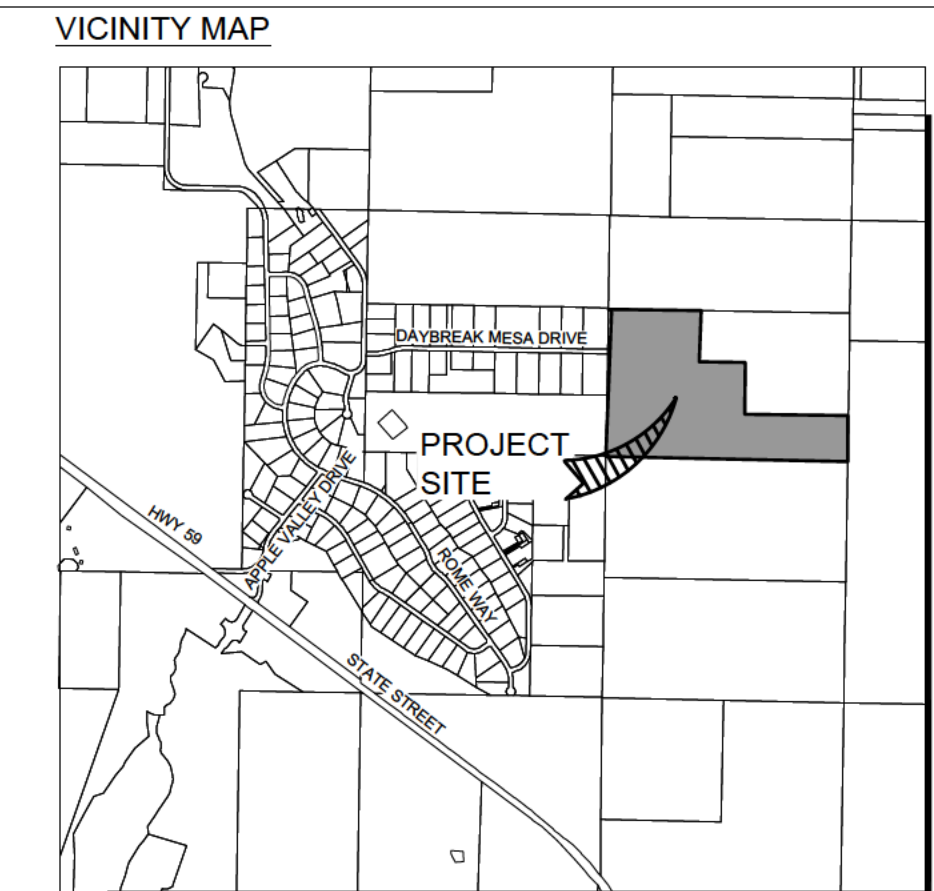
NW CORNER SECTION 29, T42S, R11W, SLB&M (FOUND 1909 GLO BRASS CAP MONUMENT)
BASIS OF BEAR NG S 89°57'52" E 2639.92' (MEASURED) 2639.81' (RECORD)



LEGEND

- FIRE HYDRANT
- WATER GATE VALVE
- EXISTING WATER GATE VALVE
- 3/4" WATER LATERAL & SERVICE WITH BOX
- EXIST NG WATER LINE
- C-900 CLASS 150 WATER LINE
- PROJECT BOUNDARY
- PROPOSED PUBLIC UTILITY EASEMENT LINE
- DRAINAGE FLOW DIRECTION

0 100 200
SCALE: 1" = 100'
(SCALE ONLY VAL D FOR 24" x 36" PAPER)



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

CONTAINS 61.7 ACRES MORE OR LESS

USGS SPECIAL STUDY 127

- GEOLOGIC HAZARD FAULTS AND SURFACE FAULTING: NOT AFFECTED
- GEOLOGIC HAZARD LIQUEFACTION: NOT AFFECTED
- FEMA FLOODING: NOT AFFECTED
- GEOLOGIC HAZARD LANDSLIDE HAZARD: NOT AFFECTED
- GEOLOGIC HAZARD ROCK FALL HAZARD: NOT AFFECTED
- PROBLEM SOIL & ROCK HAZARDS: SOILS TYPES INCLUDE REDBANK FINE SANDY LOAM & CLOVIS FINE SANDY LOAM
- SHALLOW GROUND WATER: NOT AFFECTED

PROJECT NOTES

1. PROJECT TO BE DEVELOPED IN A SINGLE PHASE THAT CONTAINS 2 LOTS ON 61.7 ACRES.
2. PROPERTY IS NOT LOCATED IN A DESERT TORTOISE TAKE AREA.

DRAINAGE NOTE
NO GRADING IMPROVEMENTS ARE BEING PROPOSED WITHIN THIS PROJECT THAT WILL INCREASE IMPERVIOUS AREA OR CHANGE HISTORICAL DRAINAGE PATTERNS. THERE ARE EXISTING NATURAL DRAINAGE WASHES LOCATED ON SITE THAT CONVEY OFF-SITE AND ON-SITE FLOWS THROUGH THE PROPERTY. THESE WASHES WILL BE PRESERVED AND CONTINUE TO CONVEY HISTORICAL FLOWS. IF AT THE TIME OF HOME DEVELOPMENT A CHANGE TO THE HISTORICAL DRAINAGE PATTERN IS PROPOSED, EACH LOT WILL BE REQUIRED TO OBTAIN POST DEVELOPMENT FLOWS IN A DRAINAGE BASIN TO BE SIZED AT THE TIME OF BUILDING IMPROVEMENTS.

POWER NOTES:

1. ROCKY MOUNTAIN POWER TO PROVIDE POWER PLAN FOR POWER IMPROVEMENTS. CONTACT RUSTON JENSON AT 435-688-3708 FOR ALL QUESTIONS AND COORDINATION.

SEWER NOTES:

1. THE SEWER LOCATED IN DAYBREAK MESA DRIVE IS CURRENTLY A DRY LINE. SEWER SEPTIC SYSTEMS WILL BE REQUIRED AT THE TIME OF BUILDING PERMIT UNTIL TIME OF ASH CREEK SEWER CONNECTION.

WATER NOTES:

1. MUNICIPAL UTILITY WATER RIGHTS WILL BE REQUIRED TO BE DEEDED TO THE DISTRICT AT 1 ACFT PER CONNECTION.
2. STANDARD IMPACT AND CONNECTION FEES WILL APPLY.
3. EASEMENTS WILL BE REQUIRED AS NEEDED FOR WATER INFRASTRUCTURE AND DISTRICT ACCESS.
4. UPON COMPLETION OF THE WATER SYSTEM BY THE DEVELOPER AND APPROVAL OF THE DISTRICT'S DESIGNATED ENGINEER AND WATER SUPERINTENDENT, SAID WATER SYSTEM AND EASEMENTS WILL BE DEEDED TO THE DISTRICT.

**PRELIMINARY PLAT
ZION SUMMIT ESTATES**
LOCATED IN APPLE VALLEY, UTAH

**PRELIMINARY PLAT
ZION SUMMIT ESTATES**

CIEL HOLDINGS LLC
PLUMB LAND INVESTMENT LLC
AV-1328-A

NE 1/4 SEC. 29, T42S, R11W, SLB&M
LOCATED IN APPLE VALLEY, UTAH

PROJ. #:	24205
DRAWN BY:	BLW
DATE:	06/12/2026
SCALE OF SHEET	HOR SCALE: 1" = 100'
SHEET	1
OF	1



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



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 black ink 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



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

June 21, 2024

Ciel Holdings LLC
[REDACTED]
[REDACTED]

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



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
CITY STATE ZIP

MAILING ADDRESS [Redacted]

[Redacted] CITY STATE ZIP

EMAIL ADDRESS [Redacted] TELEPHONE # [Redacted]

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 Planet Holdings S.G.

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

[] Application Fee \$84.00 Initial Fee(1/2hour). \$84.00 for Additional Half Hours

[] Status
[] New Service
[] Water Standby

[] 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 \$

[] Water Right Requirement
[] Buy-In \$10,000.00
[] Nonc Required - Standby Intact

TOTAL POSSIBLE DUE TO THE DISTRICT FOR SERVICE \$

GEM

Engineering, Inc.

Geotechnical Investigation

Parcel AV-1328-A
Daybreak Mesa Drive
Apple Valley, Washington, Utah

Prepared For:

Philip Plum
201 South Main Street, Suite #2000
Salt Lake City, Utah 84111

July 29, 2024

Report Number: 24-2153-RG3736

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July 29, 2024

Philip Plum

201 South Main Street, Suite #2000
Salt Lake City, Utah 84111

Subject: Parcel AV-1328-A
Daybreak Mesa Drive
Apple Valley, Washington, Utah

Enclosed is our geotechnical investigation report for the subject proposed residential subdivision to be constructed at the subject site in Apple Valley, Utah.

The report details our field exploration and laboratory testing program and presents our analysis, opinions and recommendations for the proposed project.

Highly collapsible/compressible soils were encountered which will need to be overexcavated and recompacted as outlined in this report.

We appreciate this opportunity to be of service on this phase of the project and look forward to being of service as the project progresses. If you have any questions, please contact this office at your convenience.

Sincerely,
GEM Engineering, Inc.

Brennan L. Stucker, E.I.T.
Field Engineer



Joel A. Myers, P.E.
Senior Engineer

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APPENDICES

Appendix A

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1.0 INTRODUCTION

1.1 General

This report presents the results of a geotechnical investigation performed for a proposed residential subdivision on Daybreak Mesa Drive in Apple Valley, Washington County, Utah. The study was conducted in accordance with the client's authorization.

The purposes of this investigation were to: (1) evaluate the general nature and engineering properties of the subsurface soils at the site; and (2) provide recommendations and opinions regarding general site grading and the design and construction of foundations, concrete slabs-on-grade and asphaltic concrete pavements. The investigation included a site reconnaissance, subsurface exploration, representative soil sampling, laboratory testing, engineering analyses, and preparation of this report.

The recommendations contained in this report are subject to the limitations presented in the "Limitations" section of the report. We recommend that all individuals reading this report read the limitations section of this document.

1.2 Project Description

We understand that a proposed residential subdivision will be constructed at the location described in Apple Valley, Utah. Structural loads are expected to be relatively low to moderate.

The site plan on Plate 1 shows the approximate trench locations with respect to the approximate property lines.

2.0 FIELD EXPLORATION

The subsurface soil conditions were explored by excavating, 11 exploratory trenches to depths of approximately 9 to 10 feet below the existing site grade. The approximate locations of these explorations are shown on Plate 1. Soils and subsurface conditions encountered in the explorations were classified, logged and recorded at the time of excavation by our field professional. The results of the explorations are presented on the enclosed Plates 2 through 12. A key to soil symbols and terms is found on Plate 21.

3.0 LABORATORY TESTING

Representative soil samples from the explorations were tested in the laboratory to verify the field classifications and to evaluate other pertinent engineering characteristics. The soil samples were tested for solubility, Atterberg limits, maximum density, consolidation, and expansion behavior. Results are presented on Plates 13 through 20.

4.0 SITE CONDITIONS

4.1 Surface Conditions

As stated previously the site is located on Daybreak Mesa Drive in Apple Valley, Washington County, Utah, as shown on Plate 1. At the time of our investigation of the proposed subdivision it was found to have native grass and bushes throughout, a slight to moderate downward slope from northeast to southwest and was approximately 61 acres in size. The site was bordered on the north and south by similar undeveloped land, on the east by similar undeveloped land and Main Street and on the west by undeveloped building lots and an existing residential structure.

4.2 Subsurface Conditions

The on site soils encountered in the excavations generally consisted of fine grain light brown to brown medium stiff to stiff and medium dense clays, silts and sand in varied amounts which extended to the bottom of the exploratory trenches approximately 9 to 10 feet below the existing site grade. Pinhole voids were observed throughout the depths explored.

Numerous factors contribute to fluctuations in groundwater levels and locations. The evaluation of these factors was beyond the scope of this study. However, groundwater was not encountered during the exploration. The soils were in a slightly moist condition throughout the depths explored.

The encountered subsurface conditions are described in detail on the enclosed trench logs, Plates 2 through 12. Due to the nature and depositional characteristics of the native soils, care should be taken in extrapolating subsurface conditions beyond the exploration locations.

The laboratory tests results indicated that the on-site soils exhibited a relatively low solubility, low to moderate plasticity and a high to critical collapse potential.

5.0 ENGINEERING ANALYSIS AND RECOMMENDATIONS

5.1 General

Based on our investigation there are loose, soft and/or collapsible soils located at the site which will require stabilization and/or overexcavation prior to the placement of structural fill. However, it is our opinion that the subject site is suitable for the proposed construction provided that the recommendations contained in this report are followed.

The following sections of this report present our recommendations to reduce the potential for structural damage. They contain specific opinions and recommendations concerning construction considerations, site preparation and grading, structural fill, foundation design, retaining walls, concrete slabs-on-grade, soil corrosion, moisture protection and structural pavement sections.

One of the most critical recommendations to follow in order to reduce potential for structural damage is to set the finished floor slab elevations high enough to facilitate proper drainage away from the structure.

5.2 Construction Considerations

5.2.1 Foundation Systems

After overexcavation and recompaction are completed, the structures can be supported by conventional strip and/or spread footings founded on properly placed and compacted structural fill.

5.3 Earthwork

5.3.1 Site Preparation and Grading

Within the areas to be graded, existing vegetation, loose soils, and debris, should be removed and hauled off the site. Any undocumented fill soils, and soft, loose,

collapsible and/or disturbed native soils should be excavated to expose competent, dense or medium dense native soils.

Based upon soil types and laboratory consolidation tests, the required depth of overexcavation is as follows: A minimum of 5 feet below the bottom of footing elevation or 5 feet below the existing site grade, whichever is greater. Overexcavations should extend laterally beyond the edges of the footing, at each side, at least a distance equal to the depth of overexcavation. In no case shall the total width of excavation be less than the footing width plus 2 times the depth of overexcavation. (width of O.X. + ftg width + width of O.X.)

Slabs-on-grade, exterior concrete flatwork, and pavements should be supported by a zone of properly placed and compacted structural fill. Overexcavations on the order of 30 inches below the supportive gravel layer or 30 inches below the existing site grade, whichever is greater, are required. As an alternative to the above, 15 inches of Type 1 pit run gravel can be substituted for the 30 inches of recompacted native soils. Excavations shall extend laterally at least 2.5 feet beyond exterior flatwork and pavement areas.

If loose soft or pumping soils are encountered at the bottom of the overexcavations, stabilization and/or additional overexcavation will be required prior to the placement of structural fill. Overexcavations may be terminated if competent, medium-dense granular soils are encountered. A GEM Engineering representative should observe excavation and determine if it is acceptable to terminate the excavation or reduce the overexcavation depth.

The majority of on-site soils, free of organics and debris, should be suitable for reuse as structural fill. **However, the lots where clay or silty-clay materials were encountered will require that a minimum of 30 inches of imported pit run gravel or other approved imported granular structural fill be used directly below the footings.** The granular structural fill must have a maximum dry density

of at least 125 pcf utilizing ASTM D1557 and must meet all of the requirements contained in the Structural Fill section of this report. The balance of the structural fill may consist of on-site soils. If using on-site soils for backfill or structural fill a shrinkage factor of up to 20 percent can be expected.

The clay material located on lots 5 and 6 are NOT SUITABLE for reuse as structural fill below footings or slabs-on-grade and may only be used as backfill material at the exterior of stem walls due to the expansion potential of these clay soils.

Following excavation of the unsuitable soils as described above, a representative of this office should observe the excavation bottoms prior to the continuance of grading to verify that unsuitable materials have been removed and that competent soils have been exposed. The native soils exposed after overexcavation should be scarified to a depth of 6 inches and brought to within 2 percent of the optimum moisture content for granular soils and slightly above optimum for fine-grained soils. Soil shall then be compacted to at least 90 percent of the maximum dry density for granular soils and 85 percent of the maximum dry density for fine grained soils as determined by ASTM D1557. The site should then be brought to the proper grade with structural fill as described in the Structural Fill section.

Subgrade materials supporting slabs-on-grade, exterior concrete flatwork, and pavements should be kept moist and not be allowed to dry out and crack. If the subgrade has been disturbed or dried out prior to placement of aggregate base, the exposed soils should be moisture-conditioned and recompacted as outlined in the Structural Fill section of this report.

We recommend that a GEM Engineering representative be allowed to review the grading plans when prepared to evaluate their compatibility with the recommendations of this report.

5.3.2 Excavations

The majority of the soils encountered in our explorations should be excavatable with conventional earthwork equipment. It is also possible that soft pumping soils may be encountered. Pumping soils will need to be stabilized prior to placing of structural fill. Safety of construction personnel is the responsibility of the Contractor.

5.3.3 Material Volume Changes

There will be shrinkage losses when excavating and compacting the on-site soils. An estimated average shrinkage factor of 20 percent is applicable for the loose to medium-dense near-surface native soils. A subsidence factor of 0.1 should be used in all areas where the surficial soils are scarified and recompactd to a depth of 6 inches.

5.3.4 Structural Fill

All fill placed for the support of slabs-on-grade, exterior concrete flatwork, and pavements should be structural fill. Structural fill may consist of approved excavated on-site or imported fill materials. Structural fill should have a swell potential less than 4 percent under a 60 psf surcharge, have a solubility of less than 3 percent, be free of organics, salts, or inert materials larger than 4 inches nominal size, and be similar in gradation to the on-site soils.

Structural fill should be placed in maximum eight-inch loose lifts and compacted on a horizontal plane, unless otherwise approved by the Geotechnical Engineer. Soils in compacted fills should be compacted to at least 90 percent of the maximum dry density as determined by ASTM D1557 for fine grained soils and 95 percent for granular soils. The moisture content should be within 2 percent of optimum for granular soils and at least 2 percent above optimum for fine-grained soils. Any imported fill materials should be approved prior to importing. Also, prior to placing any fill, the excavations should be observed by a GEM Engineering representative to observe that unsuitable materials have been removed.

Structural fill shall be tested for minimum density compliance by means of a moisture-density gauge in accordance with ASTM D6938 or other approved methods. Moisture-density testing shall be performed at the bottom of overexcavation and every 12 inches vertically until the bottom of footing is reached. Backfill material surrounding basement walls and stem walls moisture-density testing shall be performed beginning at the bottom of footing elevation and continue at intervals of 24 inches vertically until finished grade is reached.

5.4 Foundations

5.4.1 Conventional Foundations

General: Conventional shallow foundations consisting of strip and/or spread footings can be utilized for the support of the proposed building provided that overexcavation is completed in accordance with the requirements and recommendations of this report as described in the Earthwork section.

For frost protection the bottom of exterior conventional spread and strip footings shall be at least 24 inches below the lowest adjacent final compacted subgrade.

Foundations for structures constructed on soils, prepared in accordance with the recommendations and requirements of this report, may be designed for an allowable net bearing pressure of 1500 psf. This bearing pressure may be increased by one-third for load combinations containing seismic or wind loads.

The net allowable bearing pressure can be increased to 2000 psf if pit run gravel is utilized for replacement of all overexcavated soil beneath the structure instead of the native soils. The pit run gravel must have a maximum dry density of at least 125 pcf utilizing ASTM D1557. The pit run gravel must also meet all of the requirements contained in the Structural Fill section of this report.

Prior to constructing the foundations, the footing excavations should be observed by a GEM Engineering representative to confirm that the soil preparation has been completed in accordance with the requirements and recommendations of this report.

Seismicity: The soil is best represented by site class D based on the 2021 International Building Code (IBC). The seismic design category for the 2021 International Residential Code (IRC) is D1.

Settlement: Foundations established in accordance with the recommendations and requirements of this report are estimated to be subject to 1 ½” or less of settlement if the soils beneath the overexcavation do not become moistened. Estimated differential settlement could be on the order of ½ the total settlement.

Lateral Earth Pressures: The following lateral earth pressure equivalent fluid densities shall be used in the design of the structure.

Properly Compacted On-Site Soils

Active Pressure	40 pcf
At Rest Pressure	54 pcf
Passive Pressure	195 pcf

Equivalent fluid densities presented above assume that the backfill has a maximum slope of 10:1 and that there will be no build-up of hydrostatic pressure. Any surcharge from adjacent structures or traffic loads should be added to this pressure. When passive pressure is used for resistance to lateral loads the top one foot of soil should be neglected. The maximum allowable passive pressure for lateral load resistance should not exceed 1,600 psf.

The seismic lateral earth pressure coefficient (k_h) is 0.13.

Lateral Load Resistance: Horizontal loads acting on foundations will be resisted by friction acting at the base of foundations and/or passive earth pressures acting against the side of footings and concrete walls. If design makes use of passive earth pressures, it is important that a GEM Engineering representative be present during backfill placement.

The friction force acting along the base of footings founded on suitable foundation soils may be calculated using a coefficient of friction of 0.35.

Lateral loads acting on buried utility lines may be resisted by thrust blocks reacting against undisturbed native soil or properly placed and compacted structural fill. The passive lateral earth pressure equivalent fluid density and coefficient of friction, previously listed, may be used for thrust block design.

5.5 Concrete Slabs-On-Grade

Satisfactory support for concrete slabs-on-grade and exterior concrete flatwork may be provided by a 6 inch layer of compacted gravel overlying properly placed and compacted structural fill as recommended in the Site Grading section of this report. The layer of compacted gravel may consist of road base or pit-run gravel with a 2-inch maximum particle size and not more than 12% fines passing the No. 200 sieve. The gravel layer should be compacted to at least 95% of the maximum dry density as determined by ASTM D1557.

All concrete slabs should be designed to minimize cracking as a result of shrinkage. Reinforcement requirements shall be provided by the Structural Engineer. Reinforcement should be installed at the mid-height of the slab unless directed otherwise by the Structural Engineer.

Special precautions must be taken during the placement and curing of all concrete slabs. Excessive slump (high water-cement ratio) of the concrete and/or improper curing procedures used during either hot or cold weather conditions could lead to excessive

shrinkage, cracking or curling in the slabs. All concrete placement and curing operations shall be performed in accordance with the American Concrete Institute (ACI) Manual.

5.6 Soil Corrosion and Weathering Considerations

Based on similar studies performed in the area, the on-site soils contain salts in sufficient concentration to be considered corrosive to both concrete and metal. Therefore, all concrete in contact with the on-site soils and used in stem walls should contain Type V or equivalent sulfate-resistant cement, and should be placed with a maximum four inch slump. Furthermore concrete shall meet requirements specified in Table R402.2 of the 2021 International Residential Code (IRC) for severe weathering potential. Special protection to buried metal pipes and water lines should be considered for long term performance of these underground utilities. Consideration should be given to cathodic protection of buried metal pipes, or to the use of PVC pipe where permitted by local building codes.

5.7 Moisture Protection and Drainage

It is imperative that precautions are taken during and after construction to eliminate, or at least minimize, wetting of foundation soils. Drainage and grading shall be constructed in accordance with the requirements of sections R401.3 and R801.3 of the 2021 International Residential Code (IRC). Positive drainage shall be established away from the exterior walls of the structure. The required minimum slope is five percent (5%) in landscape areas and two percent (2%) in pavement areas, for a minimum distance of 10 feet from the structure. Roof runoff and other sources of moisture should not be allowed to infiltrate the soils in the vicinity of, or upslope from, the structure. No roof moisture should infiltrate the soils beneath the foundations.

All utility trenches leading into the structures should be backfilled with compacted non-pervious fill. Special care should be taken during installation of sub floor sewer and water lines to reduce the possibility of future subsurface saturation.

Landscape watering adjacent to the structure should be eliminated. As an additional protection a concrete slab could be placed around the structure to facilitate drainage away

from the structure as described above. Any planters adjacent to the structure should have sealed bottoms. It is recommended that desert landscaping techniques be utilized.

5.8 Asphaltic Concrete Pavements

Asphaltic concrete pavement sections were developed for dedicated and non-dedicated areas. In developing our recommendations, we have assumed that: (1) a minimum of 6 inches of Type 1 gravel (3-inch minus pit run) will be provided beneath the pavement section; (2) a Traffic Index value of 5.5 for automobile traffic and parking areas is appropriate; and (3) an R-value of 5 is representative of recompacted native soils. The following table presents the minimum recommended structural pavement sections:

Asphaltic Concrete Pavements				
Traffic Condition	Assumed Traffic Index (T.I.)	Asphalt Thickness (in)	Road Base Thickness (in)	Compacted Type 1 Gravel (in)
Light Traffic/Parking	5.5	2.5	6	10
City Streets	6.0	3.0	6	18

Asphalt and aggregate base material should conform to local requirements. All base material should be compacted to at least (95%) of the maximum dry density (ASTM D1557). Asphalt should be compacted to minimum of (96%) of the Marshall maximum density. Asphaltic concrete and base materials should be tested prior to delivery to the site and during placement to determine conformance with the project specifications.

It is important that parking area grades be set to provide positive drainage to suitable drainage structures. A desirable slope for drainage in paved areas is two percent.

6.0 CLOSURE

6.1 Limitations

The recommendations contained in this report are based on the field exploration, laboratory tests, and our understanding of the proposed construction. The subsurface data used in the preparation of this report were obtained from the exploration made during this investigation. It is possible that variations in the soil and groundwater conditions could exist elsewhere on the site. The nature and extent of variations may not be evident until construction occurs. If any conditions are encountered at the site which are different from those described in this report, GEM Engineering should be immediately notified so that we may make any necessary revisions to recommendations contained in this report. In addition, if the scope of the proposed construction changes from that described in this report, GEM Engineering should likewise be notified.

This report was prepared in accordance with the generally accepted standard of practice at the time the report was written. Although some potential geologic hazards may be identified in this Geotechnical Investigation Report, this is NOT a Geologic Hazards Report and should not be regarded as such. No warranty, express or implied, is made. It is the Client's responsibility to see that all parties to the project, including the Designer, Contractor, Subcontractors, etc., are made aware of this report in its entirety. The use of information contained in this report for bidding purposes should be done at the Contractor's option and risk. GEM Engineering will not accept the responsibility for damage caused by the uncontrolled action of water at the site.

6.2 Additional Services

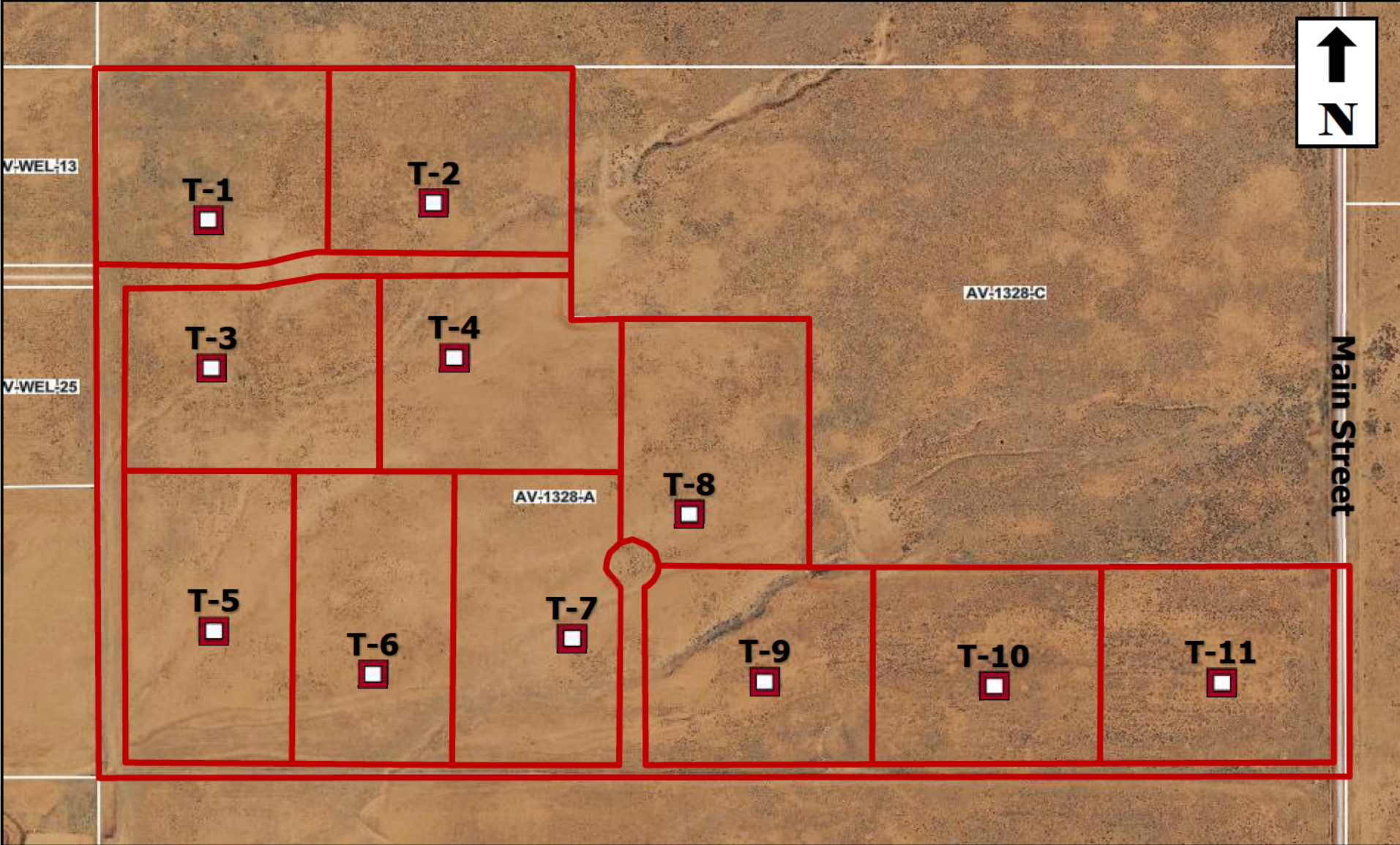
The recommendations made in this report are based on the assumption that an adequate program of tests and observations will be made during the construction to verify compliance with the recommendations. These tests and observations should include, but not necessarily be limited to, the following:

- Observations and testing during site preparation, earthwork and structural fill placement
- Observations of footing excavations
- Consultation as may be required during construction

We also recommend that project plans and specifications be reviewed by us to verify compatibility with our conclusions and recommendations. Additional information concerning the scope and cost of these services can be obtained from our office.

Appendix A

SITE PLAN



Notes:
 Key:  Approximate Trench Location
 Plan: Not to Scale

PROJECT:	Parcel AV-1328-A Daybreak Mesa Drive, Apple Valley, Utah
Client:	Philip Plum
Report No:	24-2153-RG3736



Plate:
1

TRENCH LOG Trench No. 1

Location: See Site Plan **Elevation:** Not Measured **Date Excavated:** 7/16/2024

Depth (ft)	Tests ¹	Sample	USCS Symbol ²	Soil Description (Additional comments below)	Color	Relative Moisture ³	Density ⁴	Cementation ⁵	Max size ⁶ Particle
0									
5	At, M Sol, C P	Drive Sample	SM	Silty Sand - Pinhole Voids	Light Brown	SM	MD	-	CG
10				Bottom @ 10'					
15									
20									

Sample: Drive Sample Bag Sample Bucket Sample

- 1) At = Atterberg, M = Moisture, Sol = Solubility, E = Expansion, C = Consol, P = Proctor, CS = Coarse Sieve
- 2) See Plate 21 for explanation of Unified Soil Classification System
- 3) D = Dry, SM = Slightly Moist, M = Moist, VM = Very Moist, W = Wet
- 4) Coarse Grain: VL = Very Loose, L = Loose, MD = Medium Dense, D = Dense, VD = Very Dense
Fine Grain: VSF = Very Soft, SF = Soft, MS = Medium Stiff, S = Stiff, VS = Very Stiff, H = Hard
- 5) W = Weak cementation, M = Moderate cementation, S = Strong cementation
- 6) B=Boulder, C= Cobble, CG=Coarse Gravel (3" - 3/4"), FG=Fine Gravel (3/4" - 1/4"), CS=Coarse Sand (#10-#4), MS=Medium Sand (#40 - #10), FS=Fine Sand (#200 - #40), F=Fines

Notes:
Groundwater:
Not encountered

Caving of side walls:
None noted

PROJECT: Parcel AV-1328-A
Daybreak Mesa Drive, Apple Valley, Utah

Client: Philip Plum

Report No: 24-2153-RG3736



Plate:
2

TRENCH LOG Trench No. 2

Location: See Site Plan **Elevation:** Not Measured **Date Excavated:** 7/16/2024

Depth (ft)	Tests ¹	Sample	USCS Symbol ²	Soil Description (Additional comments below)	Color	Relative Moisture ³	Density ⁴	Cementation ⁵	Max size ⁶ Particle
0			CL	- Clay with Sand - Pinhole Voids	Brown	SM	MS	--	FG
	At, M Sol, C	■	CL- ML	- Sandy Silty-Clay - Pinhole Voids	Light Brown	SM	MS	-	B
5									
	At, M Sol, P	▨	CL	- Clay with Sand - Pinhole Voids	Brown	SM	MS to S	--	FG
10									
				Bottom @ 10'					
15									
20									

Sample: ■ Drive Sample ▨ Bag Sample ▩ Bucket Sample

- 1) At = Atterberg, M = Moisture, Sol = Solubility, E = Expansion, C = Consol, P = Proctor, CS = Coarse Sieve
- 2) See Plate 21 for explanation of Unified Soil Classification System
- 3) D = Dry, SM = Slightly Moist, M = Moist, VM = Very Moist, W = Wet
- 4) Coarse Grain: VL = Very Loose, L = Loose, MD = Medium Dense, D = Dense, VD = Very Dense
Fine Grain: VSF = Very Soft, SF = Soft, MS = Medium Stiff, S = Stiff, VS = Very Stiff, H = Hard
- 5) W = Weak cementation, M = Moderate cementation, S = Strong cementation
- 6) B=Boulder, C= Cobble, CG=Coarse Gravel (3" - 3/4"), FG=Fine Gravel (3/4" - 1/4"), CS=Coarse Sand (#10-#4), MS=Medium Sand (#40 - #10), FS=Fine Sand (#200 - #40), F=Fines

Notes:
Groundwater:
Not encountered

Caving of side walls:
None noted

PROJECT: Parcel AV-1328-A
Daybreak Mesa Drive, Apple Valley, Utah

Client: Philip Plum



Report No: 24-2153-RG3736



Plate:
3

TRENCH LOG Trench No. 3

Location: See Site Plan **Elevation:** Not Measured **Date Excavated:** 7/16/2024

Depth (ft)	Tests ¹	Sample	USCS Symbol ²	Soil Description (Additional comments below)	Color	Relative Moisture ³	Density ⁴	Cementation ⁵	Max size ⁶ Particle
0									
	At, M Sol		CL	- Clay with Sand - Pinhole Voids	Brown	SM	S	-	FG
5									
	At, M Sol		SM	- Silty Sand with Gravel - Pinhole Voids	Light Brown	SM	MD	-	B
10				Bottom @ 10'					
15									
20									

Sample:  Drive Sample  Bag Sample  Bucket Sample

- 1) At = Atterberg, M = Moisture, Sol = Solubility, E = Expansion, C = Consol, P = Proctor, CS = Coarse Sieve
- 2) See Plate 21 for explanation of Unified Soil Classification System
- 3) D = Dry, SM = Slightly Moist, M = Moist, VM = Very Moist, W = Wet
- 4) Coarse Grain: VL = Very Loose, L = Loose, MD = Medium Dense, D = Dense, VD = Very Dense
Fine Grain: VSF = Very Soft, SF = Soft, MS = Medium Stiff, S = Stiff, VS = Very Stiff, H = Hard
- 5) W = Weak cementation, M = Moderate cementation, S = Strong cementation
- 6) B=Boulder, C= Cobble, CG=Coarse Gravel (3" - 3/4"), FG=Fine Gravel (3/4" - 1/4"), CS=Coarse Sand (#10-#4), MS=Medium Sand (#40 - #10), FS=Fine Sand (#200 - #40), F=Fines

Notes:
Groundwater:
Not encountered

Caving of side walls:
None noted

PROJECT: Parcel AV-1328-A
Daybreak Mesa Drive, Apple Valley, Utah

Client: Philip Plum


Report No: 24-2153-RG3736



Plate:
4

TRENCH LOG Trench No. 4

Location: See Site Plan **Elevation:** Not Measured **Date Excavated:** 7/16/2024

Depth (ft)	Tests ¹	Sample	USCS Symbol ²	Soil Description (Additional comments below)	Color	Relative Moisture ³	Density ⁴	Cementation ⁵	Max size ⁶ Particle
0									
5	At, M Sol		CL	- Sandy Clay - Pinhole Voids	Brown	SM	S	-	CS
10				Bottom @ 10'					
15									
20									

Sample:  Drive Sample  Bag Sample  Bucket Sample

- 1) At = Atterberg, M = Moisture, Sol = Solubility, E = Expansion, C = Consol, P = Proctor, CS = Coarse Sieve
- 2) See Plate 21 for explanation of Unified Soil Classification System
- 3) D = Dry, SM = Slightly Moist, M = Moist, VM = Very Moist, W = Wet
- 4) Coarse Grain: VL = Very Loose, L = Loose, MD = Medium Dense, D = Dense, VD = Very Dense
Fine Grain: VSF = Very Soft, SF = Soft, MS = Medium Stiff, S = Stiff, VS = Very Stiff, H = Hard
- 5) W = Weak cementation, M = Moderate cementation, S = Strong cementation
- 6) B=Boulder, C= Cobble, CG=Coarse Gravel (3" - 3/4"), FG=Fine Gravel (3/4" - 1/4"), CS=Coarse Sand (#10-#4), MS=Medium Sand (#40 - #10), FS=Fine Sand (#200 - #40), F=Fines

Notes:
Groundwater:
Not encountered

Caving of side walls:
None noted

PROJECT: Parcel AV-1328-A
Daybreak Mesa Drive, Apple Valley, Utah

Client: Philip Plum

Report No: 24-2153-RG3736



Plate:
5

TRENCH LOG Trench No. 5

Location: See Site Plan **Elevation:** Not Measured **Date Excavated:** 7/16/2024

Depth (ft)	Tests ¹	Sample	USCS Symbol ²	Soil Description (Additional comments below)	Color	Relative Moisture ³	Density ⁴	Cementation ⁵	Max size ⁶ Particle
0									
5	At, M Sol, C P	Drive Sample	CL	- Clay with Sand - Pinhole Voids	Brown	SM	S	-	CS
10	At, M Sol	Bag Sample	SM	- Silty Sand - Pinhole Voids	Light Brown	SM	D	--	CS
15				Bottom @ 10'					
20									

Sample:  Drive Sample  Bag Sample  Bucket Sample

- 1) At = Atterberg, M = Moisture, Sol = Solubility, E = Expansion, C = Consol, P = Proctor, CS = Coarse Sieve
- 2) See Plate 21 for explanation of Unified Soil Classification System
- 3) D = Dry, SM = Slightly Moist, M = Moist, VM = Very Moist, W = Wet
- 4) Coarse Grain: VL = Very Loose, L = Loose, MD = Medium Dense, D = Dense, VD = Very Dense
Fine Grain: VSF = Very Soft, SF = Soft, MS = Medium Stiff, S = Stiff, VS = Very Stiff, H = Hard
- 5) W = Weak cementation, M = Moderate cementation, S = Strong cementation
- 6) B=Boulder, C= Cobble, CG=Coarse Gravel (3" - 3/4"), FG=Fine Gravel (3/4" - 1/4"), CS=Coarse Sand (#10-#4), MS=Medium Sand (#40 - #10), FS=Fine Sand (#200 - #40), F=Fines

Notes:
Groundwater:
Not encountered

Caving of side walls:
None noted

PROJECT: Parcel AV-1328-A
Daybreak Mesa Drive, Apple Valley, Utah

Client: Philip Plum


Report No: 24-2153-RG3736



Plate:
6

TRENCH LOG Trench No. 6

Location: See Site Plan **Elevation:** Not Measured **Date Excavated:** 7/16/2024

Depth (ft)	Tests ¹	Sample	USCS Symbol ²	Soil Description (Additional comments below)	Color	Relative Moisture ³	Density ⁴	Cementation ⁵	Max size ⁶ Particle
0									
5	At, M Sol, C P		CL	- Clay with Sand - Pinhole Voids	Light Brown	SM	MS	-	B
10				Bottom @ 10'					
15									
20									

Sample:  Drive Sample  Bag Sample  Bucket Sample

- 1) At = Atterberg, M = Moisture, Sol = Solubility, E = Expansion, C = Consol, P = Proctor, CS = Coarse Sieve
- 2) See Plate 21 for explanation of Unified Soil Classification System
- 3) D = Dry, SM = Slightly Moist, M = Moist, VM = Very Moist, W = Wet
- 4) Coarse Grain: VL = Very Loose, L = Loose, MD = Medium Dense, D = Dense, VD = Very Dense
Fine Grain: VSF = Very Soft, SF = Soft, MS = Medium Stiff, S = Stiff, VS = Very Stiff, H = Hard
- 5) W = Weak cementation, M = Moderate cementation, S = Strong cementation
- 6) B=Boulder, C= Cobble, CG=Coarse Gravel (3" - 3/4"), FG=Fine Gravel (3/4" - 1/4"), CS=Coarse Sand (#10-#4), MS=Medium Sand (#40 - #10), FS=Fine Sand (#200 - #40), F=Fines

Notes:
Groundwater:
Not encountered

Caving of side walls:
None noted

PROJECT: Parcel AV-1328-A
Daybreak Mesa Drive, Apple Valley, Utah

Client: Philip Plum


Report No: 24-2153-RG3736



Plate:
7

TRENCH LOG Trench No. 7

Location: See Site Plan **Elevation:** Not Measured **Date Excavated:** 7/16/2024

Depth (ft)	Tests ¹	Sample	USCS Symbol ²	Soil Description (Additional comments below)	Color	Relative Moisture ³	Density ⁴	Cementation ⁵	Max size ⁶ Particle
0									
5	At, M Sol, C P		CL	- Clay with Sand - Pinhole Voids	Light Brown	SM	MS	--	B
10				Bottom @ 9'					
15									
20									

Sample:  Drive Sample  Bag Sample  Bucket Sample

- 1) At = Atterberg, M = Moisture, Sol = Solubility, E = Expansion, C = Consol, P = Proctor, CS = Coarse Sieve
- 2) See Plate 21 for explanation of Unified Soil Classification System
- 3) D = Dry, SM = Slightly Moist, M = Moist, VM = Very Moist, W = Wet
- 4) Coarse Grain: VL = Very Loose, L = Loose, MD = Medium Dense, D = Dense, VD = Very Dense
Fine Grain: VSF = Very Soft, SF = Soft, MS = Medium Stiff, S = Stiff, VS = Very Stiff, H = Hard
- 5) W = Weak cementation, M = Moderate cementation, S = Strong cementation
- 6) B=Boulder, C= Cobble, CG=Coarse Gravel (3" - 3/4"), FG=Fine Gravel (3/4" - 1/4"), CS=Coarse Sand (#10-#4), MS=Medium Sand (#40 - #10), FS=Fine Sand (#200 - #40), F=Fines

Notes:
Groundwater:
Not encountered

Caving of side walls:
None noted

PROJECT: Parcel AV-1328-A
Daybreak Mesa Drive, Apple Valley, Utah

Client: Philip Plum


Report No: 24-2153-RG3736



Plate:
8

TRENCH LOG Trench No. 8

Location: See Site Plan **Elevation:** Not Measured **Date Excavated:** 7/16/2024

Depth (ft)	Tests ¹	Sample	USCS Symbol ²	Soil Description (Additional comments below)	Color	Relative Moisture ³	Density ⁴	Cementation ⁵	Max size ⁶ Particle
0									
5	At, M Sol, C P		ML	- Sandy Silt - Pinhole Voids	Light Brown	SM	MS	-	FG
10				Bottom @ 10'					
15									
20									

Sample:  Drive Sample  Bag Sample  Bucket Sample

- 1) At = Atterberg, M = Moisture, Sol = Solubility, E = Expansion, C = Consol, P = Proctor, CS = Coarse Sieve
- 2) See Plate 21 for explanation of Unified Soil Classification System
- 3) D = Dry, SM = Slightly Moist, M = Moist, VM = Very Moist, W = Wet
- 4) Coarse Grain: VL = Very Loose, L = Loose, MD = Medium Dense, D = Dense, VD = Very Dense
Fine Grain: VSF = Very Soft, SF = Soft, MS = Medium Stiff, S = Stiff, VS = Very Stiff, H = Hard
- 5) W = Weak cementation, M = Moderate cementation, S = Strong cementation
- 6) B=Boulder, C= Cobble, CG=Coarse Gravel (3" - 3/4"), FG=Fine Gravel (3/4" - 1/4"), CS=Coarse Sand (#10-#4), MS=Medium Sand (#40 - #10), FS=Fine Sand (#200 - #40), F=Fines

Notes:
Groundwater:
Not encountered

Caving of side walls:
None noted

PROJECT: Parcel AV-1328-A
Daybreak Mesa Drive, Apple Valley, Utah

Client: Philip Plum


Report No: 24-2153-RG3736



Plate:
9

TRENCH LOG Trench No. 9

Location: See Site Plan **Elevation:** Not Measured **Date Excavated:** 7/16/2024

Depth (ft)	Tests ¹	Sample	USCS Symbol ²	Soil Description (Additional comments below)	Color	Relative Moisture ³	Density ⁴	Cementation ⁵	Max size ⁶ Particle
0									
5	At, M Sol		CL- ML	Sandy Silty-Clay - Pinhole Voids	Light Brown	SM	MS	-	FG
10				Bottom @ 10'					
15									
20									

Sample:  Drive Sample  Bag Sample  Bucket Sample

- 1) At = Atterberg, M = Moisture, Sol = Solubility, E = Expansion, C = Consol, P = Proctor, CS = Coarse Sieve
- 2) See Plate 21 for explanation of Unified Soil Classification System
- 3) D = Dry, SM = Slightly Moist, M = Moist, VM = Very Moist, W = Wet
- 4) Coarse Grain: VL = Very Loose, L = Loose, MD = Medium Dense, D = Dense, VD = Very Dense
Fine Grain: VSF = Very Soft, SF = Soft, MS = Medium Stiff, S = Stiff, VS = Very Stiff, H = Hard
- 5) W = Weak cementation, M = Moderate cementation, S = Strong cementation
- 6) B=Boulder, C= Cobble, CG=Coarse Gravel (3" - 3/4"), FG=Fine Gravel (3/4" - 1/4"), CS=Coarse Sand (#10-#4), MS=Medium Sand (#40 - #10), FS=Fine Sand (#200 - #40), F=Fines

Notes:
Groundwater:
Not encountered

Caving of side walls:
None noted

PROJECT: Parcel AV-1328-A
Daybreak Mesa Drive, Apple Valley, Utah

Client: Philip Plum

Report No: 24-2153-RG3736



Plate:
10

TRENCH LOG Trench No. 10

Location: See Site Plan **Elevation:** Not Measured **Date Excavated:** 7/16/2024

Depth (ft)	Tests ¹	Sample	USCS Symbol ²	Soil Description (Additional comments below)	Color	Relative Moisture ³	Density ⁴	Cementation ⁵	Max size ⁶ Particle
0									
5	At, M Sol, C P	Drive Sample	ML	Sandy Silt - Pinhole Voids	Light Brown	SM	MS	-	FG
10				Bottom @ 10'					
15									
20									

Sample: Drive Sample Bag Sample Bucket Sample

- 1) At = Atterberg, M = Moisture, Sol = Solubility, E = Expansion, C = Consol, P = Proctor, CS = Coarse Sieve
- 2) See Plate 21 for explanation of Unified Soil Classification System
- 3) D = Dry, SM = Slightly Moist, M = Moist, VM = Very Moist, W = Wet
- 4) Coarse Grain: VL = Very Loose, L = Loose, MD = Medium Dense, D = Dense, VD = Very Dense
Fine Grain: VSF = Very Soft, SF = Soft, MS = Medium Stiff, S = Stiff, VS = Very Stiff, H = Hard
- 5) W = Weak cementation, M = Moderate cementation, S = Strong cementation
- 6) B=Boulder, C= Cobble, CG=Coarse Gravel (3" - 3/4"), FG=Fine Gravel (3/4" - 1/4"), CS=Coarse Sand (#10-#4), MS=Medium Sand (#40 - #10), FS=Fine Sand (#200 - #40), F=Fines

Notes:
Groundwater:
Not encountered

Caving of side walls:
None noted

PROJECT: Parcel AV-1328-A
Daybreak Mesa Drive, Apple Valley, Utah

Client: Philip Plum


Report No: 24-2153-RG3736



Plate:
11

TRENCH LOG Trench No. 11

Location: See Site Plan **Elevation:** Not Measured **Date Excavated:** 7/16/2024

Depth (ft)	Tests ¹	Sample	USCS Symbol ²	Soil Description (Additional comments below)	Color	Relative Moisture ³	Density ⁴	Cementation ⁵	Max size ⁶ Particle
0									
5	At, M Sol		SM	Silty Sand - Pinhole Voids	Light Brown	SM	MD	-	B
10				Bottom @ 10'					
15									
20									

Sample:  Drive Sample  Bag Sample  Bucket Sample

- 1) At = Atterberg, M = Moisture, Sol = Solubility, E = Expansion, C = Consol, P = Proctor, CS = Coarse Sieve
- 2) See Plate 21 for explanation of Unified Soil Classification System
- 3) D = Dry, SM = Slightly Moist, M = Moist, VM = Very Moist, W = Wet
- 4) Coarse Grain: VL = Very Loose, L = Loose, MD = Medium Dense, D = Dense, VD = Very Dense
Fine Grain: VSF = Very Soft, SF = Soft, MS = Medium Stiff, S = Stiff, VS = Very Stiff, H = Hard
- 5) W = Weak cementation, M = Moderate cementation, S = Strong cementation
- 6) B=Boulder, C= Cobble, CG=Coarse Gravel (3" - 3/4"), FG=Fine Gravel (3/4" - 1/4"), CS=Coarse Sand (#10-#4), MS=Medium Sand (#40 - #10), FS=Fine Sand (#200 - #40), F=Fines

Notes:
Groundwater:
Not encountered

Caving of side walls:
None noted

PROJECT: Parcel AV-1328-A
Daybreak Mesa Drive, Apple Valley, Utah

Client: Philip Plum

Report No: 24-2153-RG3736



Plate:
12

LABORATORY TESTS SUMMARY

Trench / Boring No.	Sample Depth (ft)	UCSC Symbol	Soil Description	Field Moisture (%)	Field Dry Density (pcf)	Solubility (%)	Fine Sieve				Atterberg Limits			Expansion		Net Percent Consolidation		Modified Proctor	
							% Passing				Liquid Limit	Plastic Limit	Plasticity Index	Load	%	@ 1000 lb	@ H ₂ O + 2000 lb	Dry Density	Optimum Moisture
							#4	#10	#40	#200									
T-1	3'	SM	Silty Sand	4.3	98.3	0.4	99.3	98.6	94.4	39.7	NP	NP	NP	--	--	0.4	7.2	122.5	11.0
T-2	3'	CL-ML	Sandy Silty-Clay	6.0	89.6	0.5	98.8	97.8	94.5	57.6	23	19	4	--	--	0.6	8.6	--	--
T-2	8'	CL	Clay with Sand	8.0	--	1.8	99.9	99.6	98.3	75.5	33	19	14	--	--	--	--	113.5	11.5
T-3	2'	CL	Clay with Sand	8.0	--	1.0	99.9	99.6	98.6	78.2	36	19	17	--	--	--	--	--	--
T-3	7'	SM	Silty Sand with Gravel	0.4	--	1.4	75.0	65.1	49.8	20.1	NP	NP	NP	--	--	--	--	--	--
T-4	5'	CL	Sandy Clay	7.3	--	1.0	100.0	99.8	97.0	69.2	29	18	11	--	--	--	--	--	--
T-5	3'	CL	Clay with Sand	7.1	111.1	0.9	100.0	9.8	98.9	81.5	35	20	15	1000	3.2	0.7	-1.5	112.5	12.5
T-5	8'	SM	Silty Sand	6.2	--	1.3	96.2	92.3	84.9	46.8	NP	NP	NP	--	--	--	--	--	--
T-6	3'	CL	Clay with Sand	8.3	94.1	0.6	100.0	99.8	98.4	72.7	28	18	10	1000	0.4	1.5	4.1	118.0	11.0
T-7	4'	CL	Clay with Sand	7.6	85.5	0.5	100.0	99.6	98.5	76.1	28	20	8	--	--	1.2	12.6	116.0	11.5
T-8	4'	ML	Sandy Silt	5.3	86.9	0.5	94.3	93.8	91.1	62.0	NP	NP	NP	--	--	1.2	10.5	118.5	13.0
T-9	5'	CL-ML	Sandy Silty-Clay	6.8	--	1.9	99.8	99.5	97.5	63.2	24	20	4	--	--	--	--	--	--
T-10	3'	ML	Sandy Silt	5.7	93.4	0.2	99.9	98.9	91.6	51.2	NP	NP	NP	--	--	0.2	7.2	125.0	10.0
T-11	5'	SM	Silty Sand	3.8	--	0.2	93.4	92.6	88.4	43.7	NP	NP	NP	--	--	--	--	--	--

Notes:
 Key: NP = Non Plastic, -- indicates no test performed
 Atterberg Limits are for classification of fine-grained and fine-grained fraction of coarse-grained soils

PROJECT: Parcel AV-1328-A
 Daybreak Mesa Drive, Apple Valley, Utah

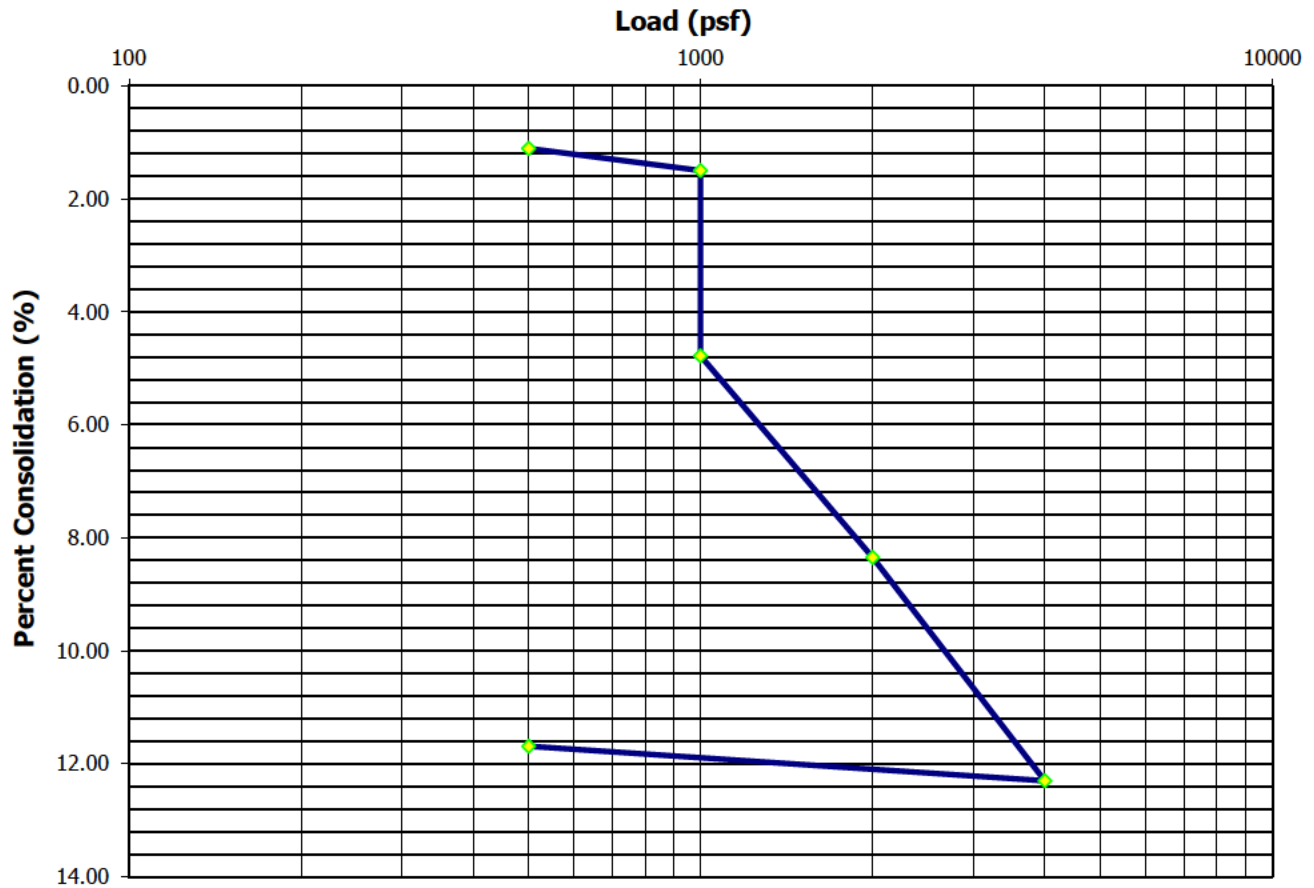
Client: Philip Plum

Report No: 24-2153-RG3736



Plate:
13

CONSOLIDATION TEST DATA



Sample Location - T-1 @ 3'
Water added at 1000 psf

Load (psf)	Percent Consolidation	Net Percent Consolidation *
500	1.11	0.00
1000	1.50	0.39
1000 + H2O	4.78	3.67
2000	8.35	7.24
4000	12.30	11.19
500	11.69	10.58

* Net consolidation assumes that existing native pressure on soil is approximately equal to 500 psf

PROJECT: Parcel AV-1328-A
Daybreak Mesa Drive, Apple Valley, Utah

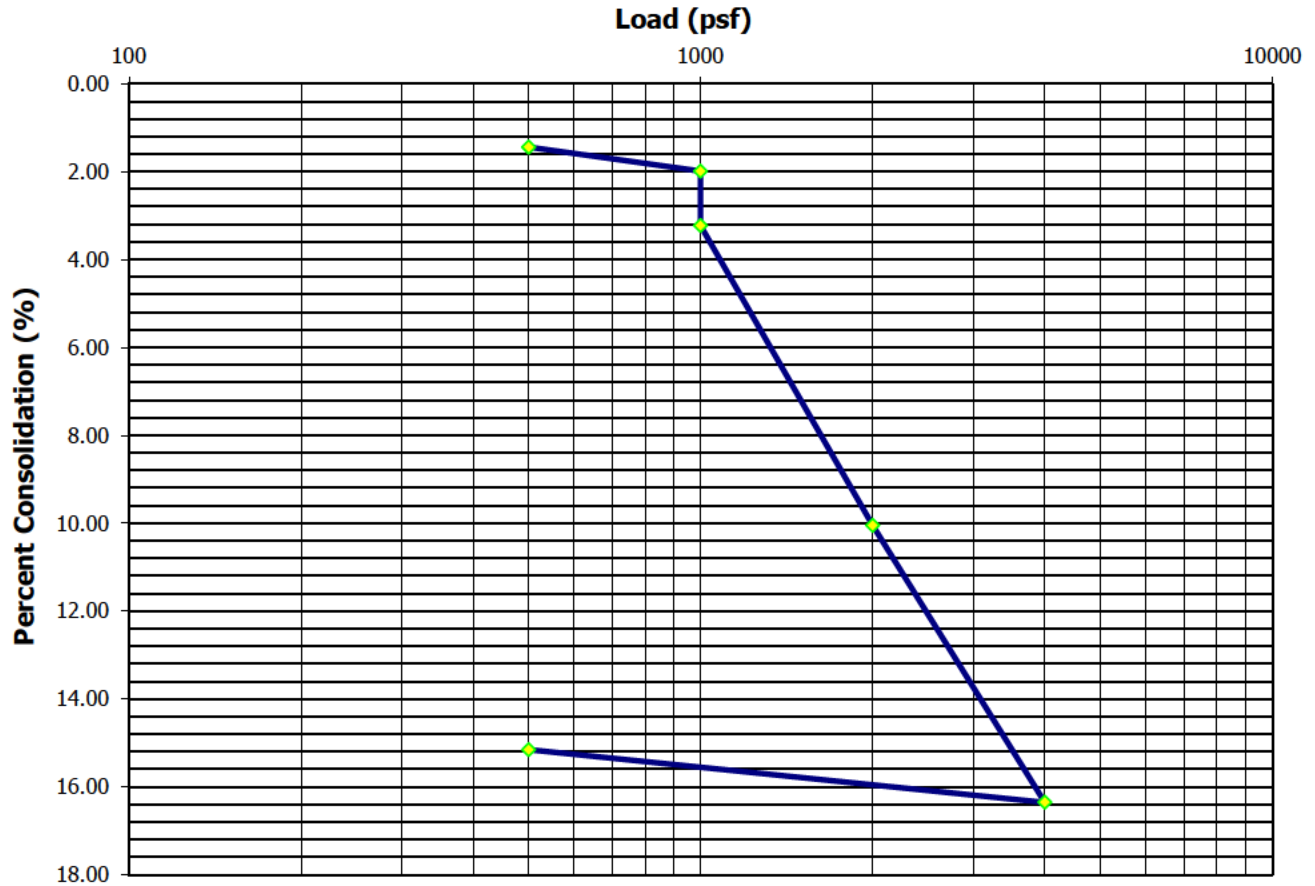
Client: Philip Plum

Report No: 24-2153-RG3736



Plate:
14

CONSOLIDATION TEST DATA



Sample Location - T-2 @ 3'
Water added at 1000 psf

Load (psf)	Percent Consolidation	Net Percent Consolidation *
500	1.44	0.00
1000	1.99	0.55
1000 + H2O	3.23	1.79
2000	10.05	8.61
4000	16.35	14.91
500	15.15	13.71

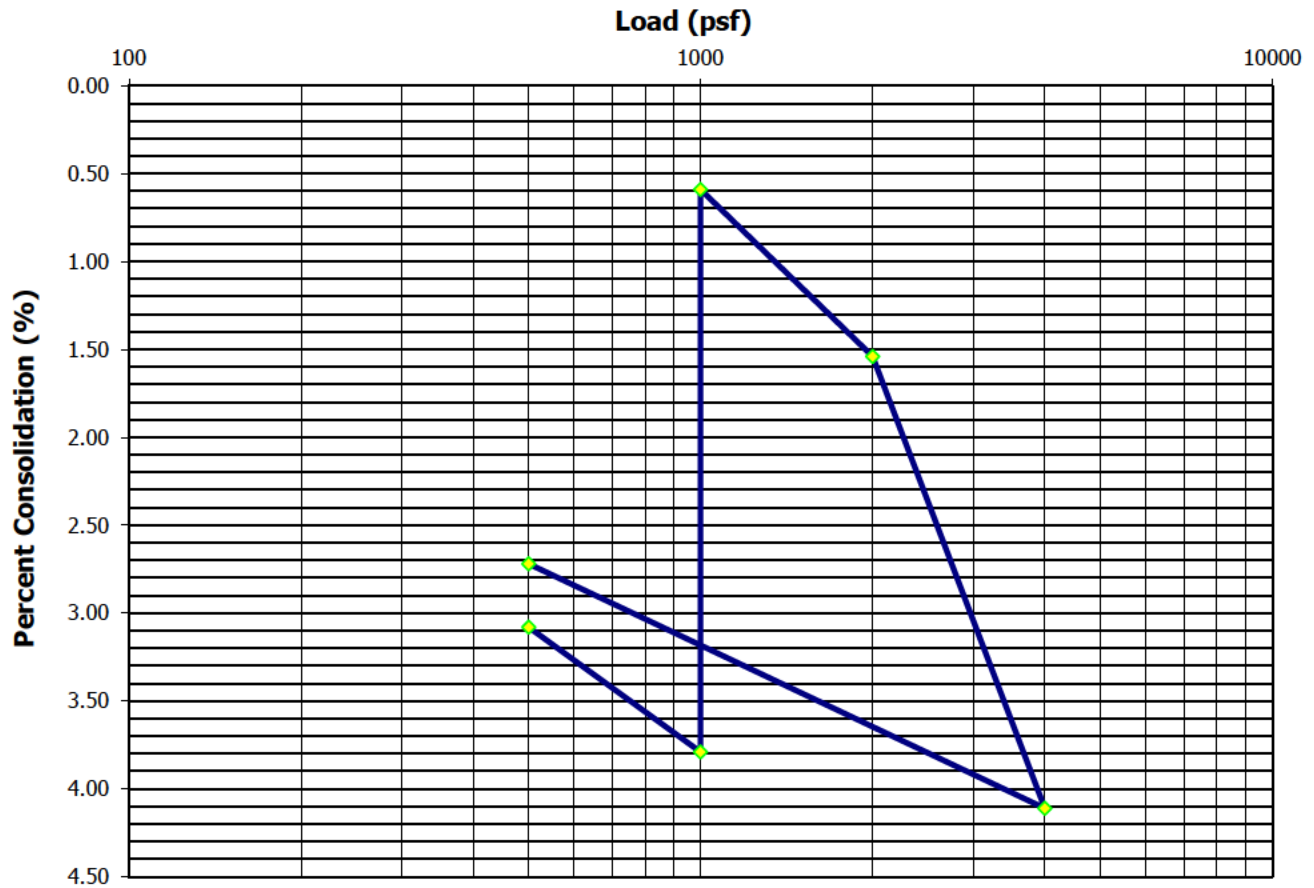
* Net consolidation assumes that existing native pressure on soil is approximately equal to 500 psf

PROJECT:	Parcel AV-1328-A Daybreak Mesa Drive, Apple Valley, Utah
Client:	Philip Plum
Report No:	24-2153-RG3736



Plate:
15

CONSOLIDATION TEST DATA



Sample Location - T-5 @ 3'
Water added at 1000 psf

Load (psf)	Percent Consolidation	Net Percent Consolidation *
500	3.08	0.00
1000	3.79	0.71
1000 + H2O	0.59	-2.49
2000	1.54	-1.54
4000	4.11	1.03
500	2.72	-0.36

* Net consolidation assumes that existing native pressure on soil is approximately equal to 500 psf

PROJECT: Parcel AV-1328-A
 Daybreak Mesa Drive, Apple Valley, Utah

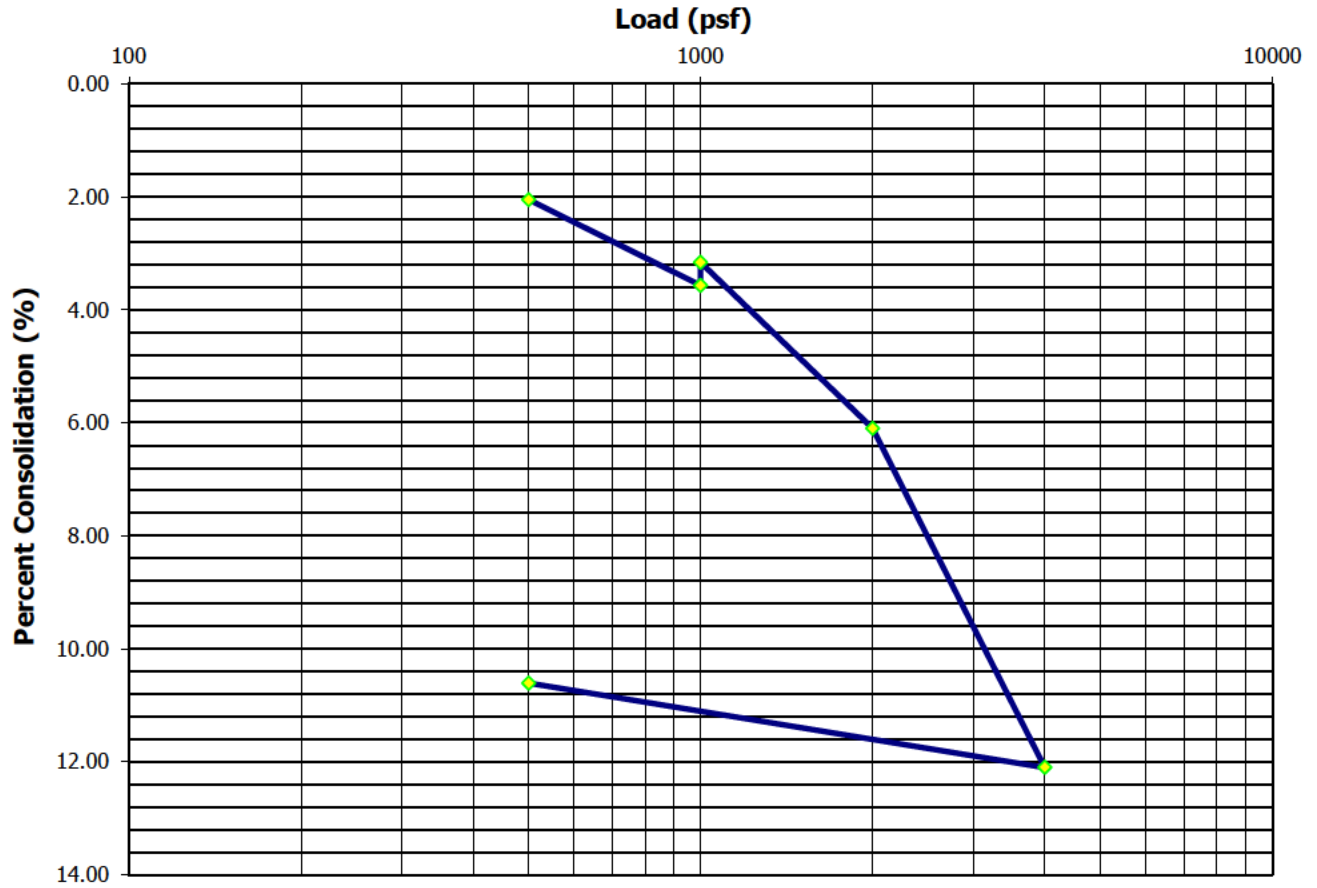
Client: Philip Plum

Report No: 24-2153-RG3736



Plate:
16

CONSOLIDATION TEST DATA



Sample Location - T-6 @ 3'
Water added at 1000 psf

Load (psf)	Percent Consolidation	Net Percent Consolidation *
500	2.05	0.00
1000	3.57	1.52
1000 + H2O	3.16	1.11
2000	6.10	4.05
4000	12.10	10.05
500	10.61	8.56

* Net consolidation assumes that existing native pressure on soil is approximately equal to 500 psf

PROJECT: Parcel AV-1328-A
Daybreak Mesa Drive, Apple Valley, Utah

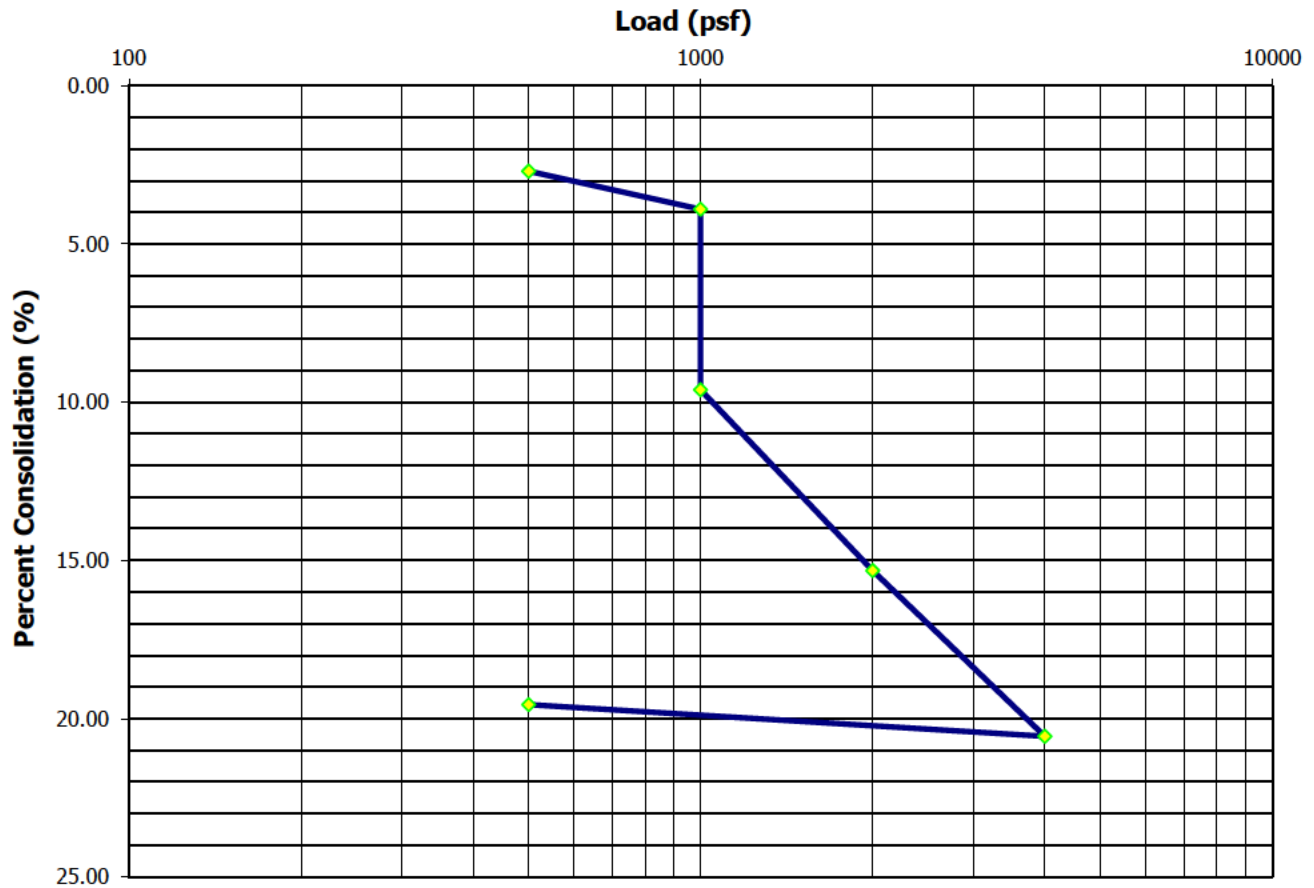
Client: Philip Plum

Report No: 24-2153-RG3736



Plate:
17

CONSOLIDATION TEST DATA



Sample Location - T-7 @ 4'
Water added at 1000 psf

Load (psf)	Percent Consolidation	Net Percent Consolidation *
500	2.70	0.00
1000	3.90	1.20
1000 + H ₂ O	9.61	6.91
2000	15.32	12.62
4000	20.56	17.86
500	19.56	16.86

* Net consolidation assumes that existing native pressure on soil is approximately equal to 500 psf

PROJECT: Parcel AV-1328-A
Daybreak Mesa Drive, Apple Valley, Utah

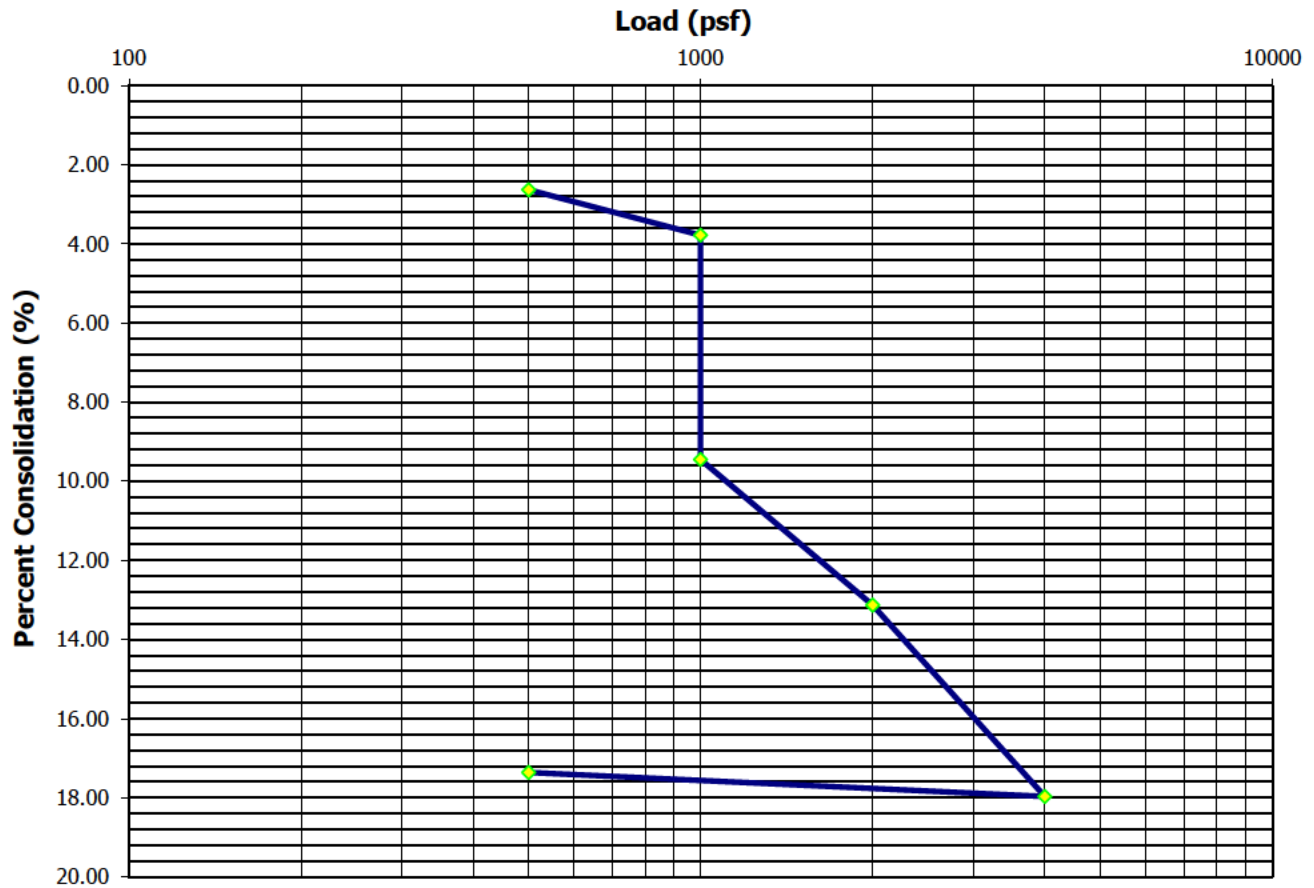
Client: Philip Plum

Report No: 24-2153-RG3736



Plate:
18

CONSOLIDATION TEST DATA



Sample Location - T-8 @ 4'
Water added at 1000 psf

Load (psf)	Percent Consolidation	Net Percent Consolidation *
500	2.63	0.00
1000	3.78	1.15
1000 + H ₂ O	9.45	6.82
2000	13.13	10.50
4000	17.97	15.34
500	17.36	14.73

* Net consolidation assumes that existing native pressure on soil is approximately equal to 500 psf

PROJECT: Parcel AV-1328-A
Daybreak Mesa Drive, Apple Valley, Utah

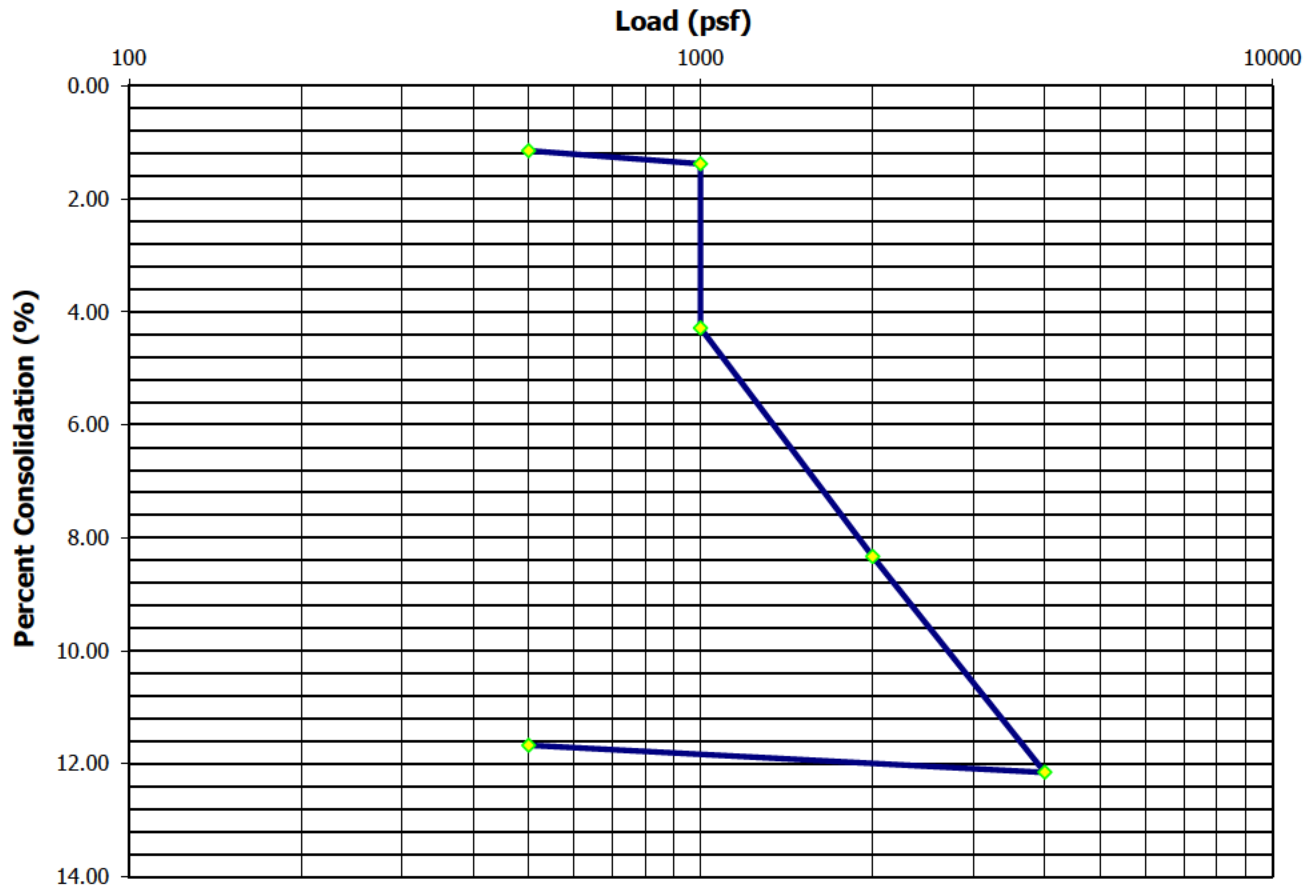
Client: Philip Plum

Report No: 24-2153-RG3736



Plate:
19

CONSOLIDATION TEST DATA



Sample Location - T-10 @ 3'
Water added at 1000 psf

Load (psf)	Percent Consolidation	Net Percent Consolidation *
500	1.15	0.00
1000	1.38	0.23
1000 + H ₂ O	4.29	3.14
2000	8.33	7.18
4000	12.15	11.00
500	11.67	10.52

* Net consolidation assumes that existing native pressure on soil is approximately equal to 500 psf

PROJECT: Parcel AV-1328-A
Daybreak Mesa Drive, Apple Valley, Utah

Client: Philip Plum

Report No: 24-2153-RG3736

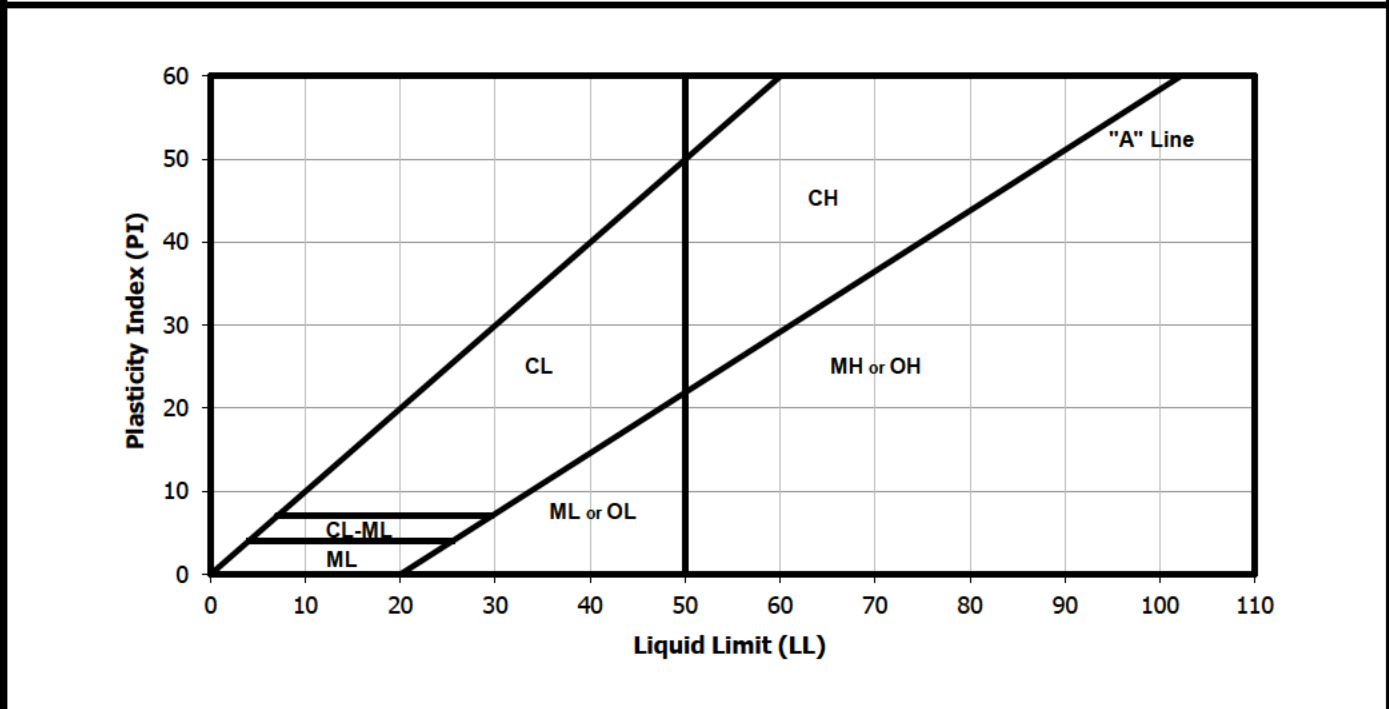


Plate:
20

THE UNIFIED SOIL CLASSIFICATION SYSTEM (USCS)

Major Division	Symbol	Color	Typical Group Names	
COARSE GRAINED SOILS 50% or more is retained (larger than) the No. 200 sieve.	Gravels			
	More than 50 % of coarse part is larger than the No. 4 sieve.	Clean Gravels	GW	Well graded gravels, gravel sand mixtures, little or no fines
		Less than 5% fines	GP	Poorly graded gravels/gravel sand mixtures
		Gravels with Fines	GM	Silty gravels, gravel-sand-silt mixtures
		More than 12% fines	GC	Clayey gravels, gravel-clay-sand mixtures
	Sands	Clean Sands	SW	Well graded sands, gravelly sands, little or no fines
	More than 50 % of coarse part is smaller than the No. 4 sieve.	Less than 5% fines	SP	Poorly graded sands or gravelly sands, little or no fines
		Sands w/ Fines	SM	Silty sands, sand-silt mixtures
		More than 12% fines	SC	Clayey sands, sand clay mixtures
FINE GRAINED SOILS 50% or more passes (smaller than) the No. 200 sieve.	Silts and Clays Liquid Limit less than 50		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with low plasticity
			CL-ML	Inorganic clay-silt mixture and very fine sand, silty or clayey fine sands or clayey silts with low plasticity.
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	Silts and Clays Liquid Limit 50 or more		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
			CH	Inorganic clays of high plasticity, fat clays
			OH	Organic clays or medium to high plasticity, organic silts
	Highly Organic Soils		PT	Peat and other highly organic silts

PLASTICITY CHART

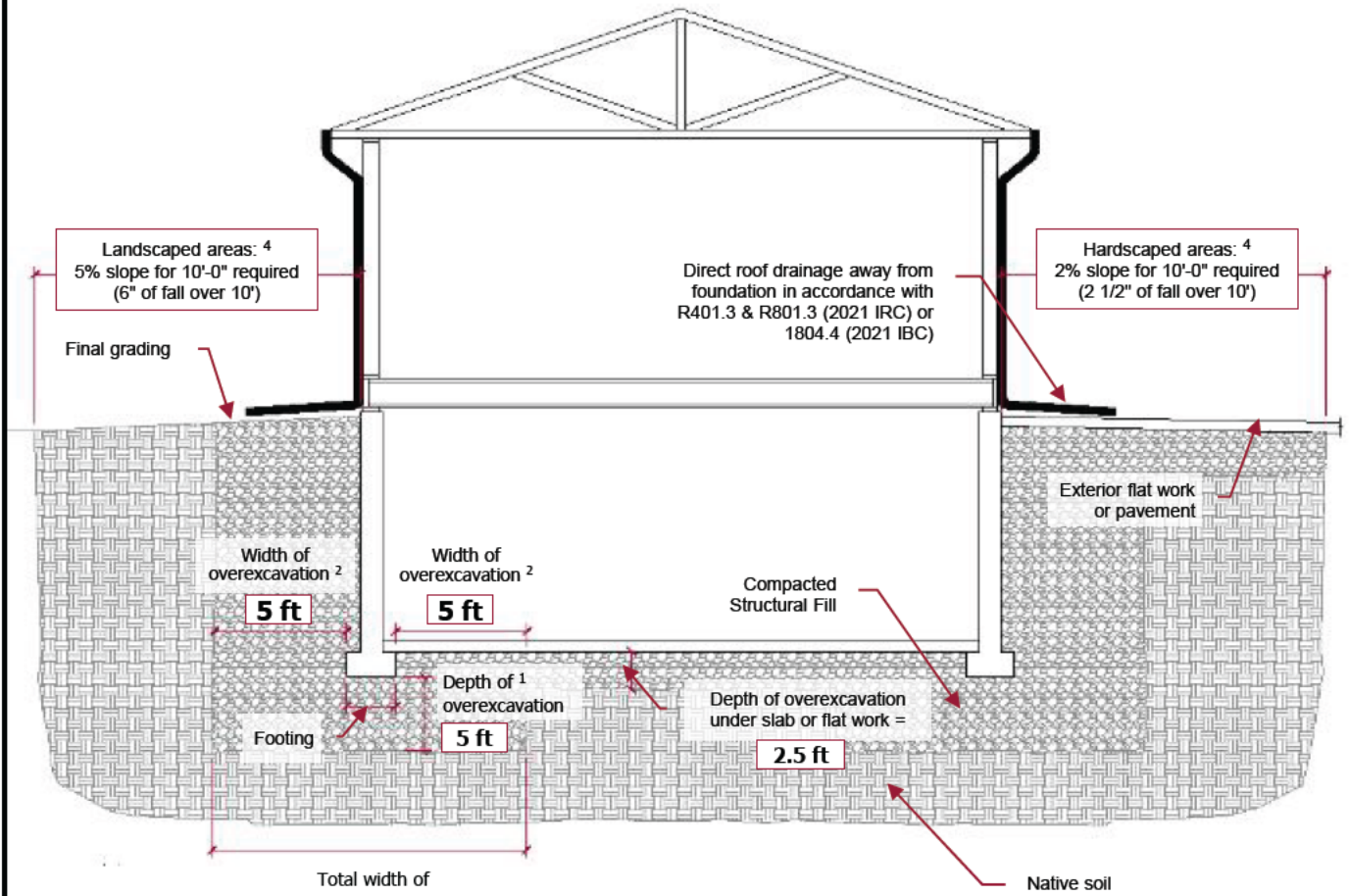


PROJECT:	Parcel AV-1328-A Daybreak Mesa Drive, Apple Valley, Utah
Client:	Philip Plum
Report No:	24-2153-RG3736

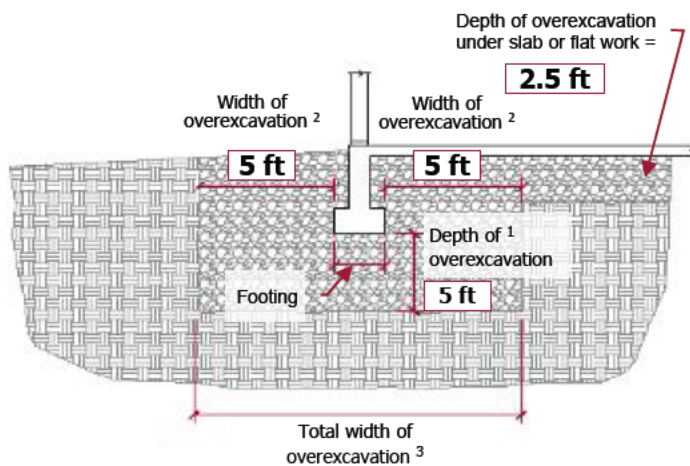
GEM
ENGINEERING, INC.

Plate:	21
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OVEREXCAVATION, DRAINAGE AND MOISTURE PROTECTION DIAGRAM



Basement Foundation



Slab-On-Grade Foundation

- 1 The depth of overexcavation shall extend from the bottom of the footing or existing site grade whichever is **GREATER**.
- 2 The width of overexcavation is equal to 5ft past the edge of ftg or equal to the depth of overexcavation which is **GREATER**.
In some cases GEM Engineering may approve a width of lateral overexcavation less than 5'-0" but it shall never be less than the required depth of overexcavation.
- 3 The total width of overexcavation is equal to the width of the footing plus 2x the width of lateral overexcavation.
- 4 Drainage and gradation shall be constructed in accordance with the requirements of section R401.3 & R801.3 of the 2021 IRC or section 1804.4 of the 2021 IBC. Refer to geotechnical report for additional drainage & grading requirements & recommendations.
- 5 Refer to section 5.3.4 for moisture-density testing requirements.

PROJECT:	Parcel AV-1328-A Daybreak Mesa Drive, Apple Valley, Utah
Client:	Philip Plum
Report No:	24-2153-RG3736

GEM
ENGINEERING, INC.

Plate:	22
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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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For reference only:

Page 1 | Reference Number: 229667 | Underwriter: Old Republic National Title Insurance Company | My8xOC8yNC1KQw

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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Page 2 | Reference Number: 229667 | Underwriter: Old Republic National Title Insurance Company | My8xOC8yNC1KQw

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

Item 4.

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 McKie
 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: June 23, 2026

NOTICE OF PUBLIC HEARING

Parcel ID: AV-1328-A

Approximate Situs Addresses: DAYBREAK MESA DR 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 Subdivision.

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, July 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
 T: 435.877.1190 | F: 435.877.1192
 www.applevalleyut.gov

See Fee Schedule Page 2

Item 5.

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

Owner: T & A NELSON RESOURCES LTD		Phone: 435-877-1190	
Address: 1777 North Meadowlark Drive		Email: N/A	
City: Apple Valley	State: Utah	Zip: 84737	
Agent: (If Applicable) Town of Apple Valley		Phone: N/A	
Address/Location of Property: Next to SR-59		Parcel ID: AV-1313-D-1-A, AV-1-2-30-410, and AV-2-2-24-210	
Existing Zone: A-40, RE-1, C-2		Proposed Zone: A-40 and RE-5	
For Planned Development Purposes: Acreage in Parcel <u>529.34</u>		Acreage in Application <u>529.34</u>	
Reason for the request A-40 will remain the same, RE-1 and C-2 will change to RE-5			

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. *N/A*
- 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). *N/A*

Applicant Signature 	Date <i>6/23/26</i>
-------------------------	------------------------

Official Use Only	Amount Paid: \$	Receipt No:
Date Received:	Date Application Deemed Complete:	
By:	By:	

Account 1272588

Location

Account Number 1272588
Parcel Number AV-2-2-24-210
Tax District 45 - Apple Valley Town

Acres 100.02

Situs 0, 0

Legal S: 24 T: 42S R: 12W S: 19 T: 42S R: 11W BEGINNING AT THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 42 SOUTH, RANGE 11 WEST, ALSO BEING THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 42 SOUTH, RANGE 12 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S88°50'55"E ALONG THE QUARTER SECTION LINE, 761.20 FEET; THENCE S00°51'26"W 1499.60 FEET; THENCE N88°59'07"W 45.72 FEET; THENCE S00°53'02"W 260.12 FEET; THENCE N89°08'07"W 172.63 FEET; THENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT A DISTANCE OF 122.48 FEET, HAVING A RADIUS OF 320.00 FEET AND A RADIAL BEARING OF N00°51'53"E, THROUGH A CENTRAL ANGLE OF 21°55'49" (LONG CHORD BEARS: N78°10'12"W 121.74 FEET); THENCE N67°12'18"W 614.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 116.00 FEET, THROUGH A CENTRAL ANGLE OF 14°08'30", (LONG CHORD BEARS: N60°08'03"W 115.71 FEET); THENCE N53°03'48"W 741.14 FEET; THENCE N63°23'24"W 190.02 FEET; THENCE N73°43'00"W 597.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 123.01 FEET, THROUGH A CENTRAL ANGLE OF 14°59'45", (LONG CHORD BEARS: N66°13'08"W 122.66 FEET); THENCE N58°43'15"W 678.87 FEET; THENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 527.66 FEET, HAVING A RADIUS OF 380.00 FEET AND A RADIAL BEARING OF S27°32'11"W, THROUGH A CENTRAL ANGLE OF 79°33'36" (LONG CHORD BEARS: S77°45'23"W 486.28 FEET); THENCE S37°58'35"W 194.99 FEET; THENCE N54°48'47"W 33.35 FEET; THENCE S35°11'13"W 79.01 FEET; THENCE N74°33'41"W 1041.71 FEET; THENCE N00°57'27"E ALONG THE SIXTEENTH (1/16TH) LINE, 445.34 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24; THENCE S88°59'31"E ALONG THE QUARTER SECTION LINE, 1321.33 FEET ALONG SAID LINE TO THE CENTER QUARTER CORNER OF SECTION 24; THENCE S88°59'31"E ALONG THE QUARTER SECTION LINE, 2642.22 FEET TO THE POINT OF BEGINNING, TOGETHER WITH EASEMENT. (DOCUMENT #20250028600)

Owner

Name T & A NELSON RESOURCES LTD
3618 GILLON AVE
DALLAS, TX 75205-3222

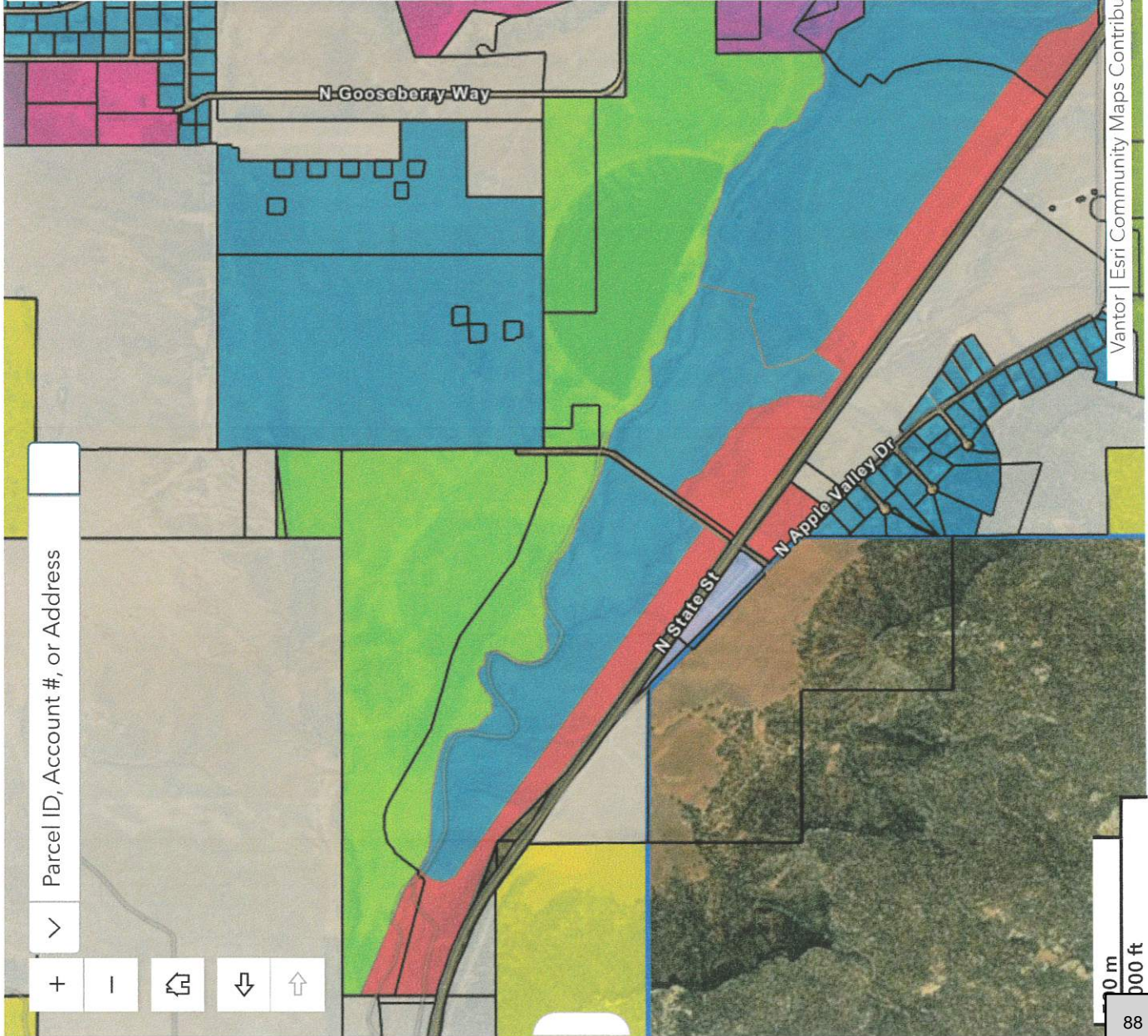
Value

Market (2025) \$0
No taxable value types



Zoning Districts Viewer

Parcel ID, Account #, or Address



Legend

Zoning Districts

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

Item 5.

ZONE CHANGE DESCRIPTION TO RE-5

BEGINNING AT A POINT LOCATED S01°34'11"W ALONG THE NORTH-SOUTH SECTION LINE 427.28 FEET FROM THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N53°00'58"W 59.53 FEET; THENCE N53°00'58"W 3517.69 FEET; THENCE NORTHERLY ALONG THE ARC OF A 201.89 FOOT RADIUS CURVE TO THE RIGHT 320.09 FEET (CHORD BEARS: N07°35'43"W 287.61 FEET); THENCE N38°22'41"E 84.38 FEET; THENCE S51°37'19"E 13.00 FEET; THENCE S56°37'46"E 79.45 FEET; THENCE S75°07'42"E 188.16 FEET; THENCE S87°29'05"E 347.52 FEET; THENCE S78°44'25"E 286.98 FEET; THENCE S73°55'11"E 206.47 FEET; THENCE S43°33'50"E 85.08 FEET; THENCE S11°11'46"E 235.79 FEET; THENCE S45°31'36"E 101.59 FEET; THENCE S38°40'43"E 81.40 FEET; THENCE S82°37'08"E 69.25 FEET; THENCE S28°30'43"E 50.62 FEET; THENCE S78°38'21"E 136.57 FEET; THENCE N65°47'13"E 83.67 FEET; THENCE S15°34'59"E 80.48 FEET; THENCE S30°13'29"W 214.74 FEET; THENCE S06°38'13"W 110.03 FEET; THENCE S20°51'34"E 116.18 FEET; THENCE S52°47'02"E 101.47 FEET; THENCE N79°29'11"E 230.12 FEET; THENCE S75°11'00"E 113.68 FEET; THENCE N83°39'51"E 117.08 FEET; THENCE S78°41'52"E 98.88 FEET; THENCE S66°27'43"E 137.50 FEET; THENCE S56°19'41"E 104.86 FEET; THENCE S53°05'21"E 127.29 FEET; THENCE S63°20'15"E 131.75 FEET; THENCE S70°56'06"E 193.54 FEET; THENCE S54°04'35"E 112.94 FEET; THENCE S65°44'22"E 263.34 FEET; THENCE S73°41'58"E 157.83 FEET; THENCE S76°36'19"E 184.12 FEET; THENCE S62°24'25"E 149.64 FEET; THENCE S30°30'32"E 213.44 FEET; THENCE S50°45'40"E 89.51 FEET; THENCE S59°10'31"E 110.98 FEET; THENCE S76°24'50"E 45.71 FEET; THENCE S173°47'26"E 43.66 FEET; THENCE S89°12'41"E 156.11 FEET; THENCE S40°20'01"E 162.32 FEET; THENCE S73°42'57"E 145.99 FEET; THENCE S51°04'07"E 381.44 FEET; THENCE S71°40'00"E 113.94 FEET; THENCE S20°10'32"W 141.19 FEET; THENCE S12°42'34"W 342.88 FEET; THENCE S37°15'11"W 725.54 FEET; THENCE N39°42'17"W 66.94 FEET; THENCE S37°12'32"W 300.01 FEET; THENCE N49°13'29"W 276.67 FEET; THENCE N15°29'28"E 73.23 FEET; THENCE N03°52'10"E 157.24 FEET; THENCE N14°24'30"W 148.77 FEET; THENCE N23°40'11"W 153.54 FEET; THENCE N11°58'01"W 152.66 FEET; THENCE N69°16'55"W 81.39 FEET; THENCE N41°11'42"W 151.39 FEET; THENCE N59°42'24"W 151.69 FEET; THENCE N44°35'31"W 149.73 FEET; THENCE S54°31'55"W 151.51 FEET; THENCE N24°34'21"W 167.73 FEET; THENCE N52°35'39"W 175.37 FEET; THENCE S37°13'50"W 375.34 FEET; TO TO THE POINT OF BEGINNING.

REA: 4512554 SQUARE FEET OR 103.594 ACRES.

ZONE CHANGE DESCRIPTION TO RE-5

BEGINNING AT A POINT LOCATED S01°20'31"W 1552.26 FEET; THENCE N90°00'00"E 1657.40 FEET ALONG THE NORTH-SOUTH SECTION LINE 427.28 FEET FROM THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N37°15'11"E 725.54 FEET; THENCE N12°42'34"E 342.88 FEET; THENCE N20°10'32"E 141.19 FEET; THENCE S69°49'28"E 99.83 FEET; THENCE S74°45'13"E 146.32 FEET; THENCE S86°16'40"E 153.57 FEET; THENCE S80°46'47"E 149.27 FEET; THENCE S56°58'52"E 147.27 FEET; THENCE S74°34'26"E 292.24 FEET; THENCE S29°00'06"E 184.10 FEET; THENCE S54°57'26"E 302.35 FEET; THENCE S28°09'04"E 95.49 FEET; THENCE S02°49'27"W 108.29 FEET; THENCE S37°30'28"E 71.40 FEET; THENCE S12°12'29"E 57.67 FEET; THENCE S67°23'39"E 59.44 FEET; THENCE S58°00'44"E 64.70 FEET; THENCE S66°56'41"E 113.63 FEET; THENCE S29°45'43"E 110.55 FEET; THENCE S53°17'09"E 63.70 FEET; THENCE N82°32'41"E 4.57 FEET; THENCE S73°37'16"E 67.53 FEET; THENCE N75°29'54"E 133.83 FEET; THENCE S56°13'22"E 20.90 FEET; THENCE S03°14'53"W 20.76 FEET; THENCE S60°12'54"E 219.25 FEET; THENCE S27°15'40"E 268.82 FEET; THENCE N89°04'32"E 220.17 FEET; THENCE S01°16'43"W 2057.13 FEET; THENCE N88°18'36"W 113.24 FEET; THENCE S79°28'56"E 96.52 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 300.00 FOOT RADIUS NON-TANGENT CURVE TO THE [TURNINGLR] 457.02 FEET (CHORD BEARS: N45°05'49"W 414.09 FEET); THENCE NORTHWESTERLY ALONG THE ARC OF A 350.00 FOOT RADIUS REVERSE CURVE TO THE LEFT 313.61 FEET (CHORD BEARS: N27°07'27"W 303.23 FEET); THENCE N52°47'37"W 3149.81 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT 80.73 FEET (CHORD BEARS: N48°10'06"W 0.6 FEET); TO TO THE POINT OF BEGINNING.

REA: 4778198 SQUARE FEET OR 109.692 ACRES.

Deed in Lieu of Foreclosure Page 1 of 5
Gary Christensen Washington County Recorder
06/10/2026 08:12:56 AM Fee \$45.00 By RAY
QUINNEY & NEBEKER, P.C.

WHEN RECORDED MAIL TO:

RAY QUINNEY & NEBEKER
c/o Michael R. Johnson
36 South State Street, Suite 1400
Salt Lake City, Utah 84111

SEND TAX STATEMENTS TO:

David J. Reber
JORDAN MONK REBER, PC
7300 Dallas Parkway, Suite 2050
Dallas, Texas 75248

Tax/Parcel ID No. AV-1313-D-1-A

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

DEED IN LIEU OF FORECLOSURE

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which the undersigned Grantor hereby acknowledges, STANDARD DEVELOPMENT, LLC, a Utah limited liability company (hereinafter referred to as "Grantor"), hereby GRANTS AND QUIT CLAIMS to T & A NELSON RESOURCES, LTD., a Texas limited partnership, DAVID J. REBER, an individual, and 3CCK HOLDINGS, LP, a Texas limited partnership (hereinafter referred to collectively as "Grantee"), that certain real property located in the County of Washington, State of Utah, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all water rights, buildings, structures, facilities and other improvements on and under said real property and all easements, rights-of-way, licenses, privileges and other rights appurtenant to said real property or to any part thereof (all of which are hereinafter collectively referred to as the "Subject Property").

AS A MATERIAL INDUCEMENT TO GRANTEE TO ACCEPT THIS DEED, GRANTOR DECLARES, REPRESENTS AND ACKNOWLEDGES AS FOLLOWS:

1. This Deed is an absolute conveyance of the Subject Property to Grantee, and is not intended as a mortgage, trust conveyance, or security of any kind. Grantor intends by this Deed to convey to Grantee all of Grantor's right, title, and interest absolutely in and to the Subject Property, and Grantor shall have no possession or control of the Subject Property as of the effective date of this Deed.

Grantor acquired title to the Subject Property from 3 Sage Cattle Company, LLC,

3. Title to the Subject Property is encumbered by (a) the lien of that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "First Deed of Trust"), dated January 23, 2023, and recorded on January 24, 2023, as DOC ID 20230002014 in the official records of the Washington County, Utah Recorder, and (b) the lien of that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Second Trust Deed" and, together with the First Trust Deed, the "Trust Deeds"), dated August 21, 2023, and recorded on August 24, 2023, as DOC ID 20230025680 in the official records of the Washington County, Utah Recorder. The consideration for this conveyance includes, among other things, the Grantee's acceptance of title to the Subject Property conveyed by this Deed subject to the liens of the Trust Deeds, and the lien, if any, for accrued and unpaid real property taxes.

4. The Trust Deeds were granted by Holm House LLC, a Utah limited liability, while Holm House LLC was vested with title to the Subject Property.

5. In delivering this Deed, Grantor has acted freely and voluntarily, without any misapprehension as to the effect of this Deed and free from any coercion or duress.

6. Grantor and Grantee desire and intend that the liens of the Trust Deeds shall be and remain valid and subsisting liens on the Subject Property on and after the recordation and delivery of this Deed, and such liens shall not merge with or into Grantee's title to the Subject Property, or otherwise be impaired to any degree whatsoever, by reason of the recordation or delivery of this Deed, notwithstanding the fact that Grantee is or may become the holder of the beneficial interest under the Trust Deed. Grantee reserves the right, however, when and if Grantee so elects after the recordation and delivery of this Deed, to cause the liens of the Trust Deeds to be extinguished by foreclosure or re-conveyance, or otherwise.

7. Grantor has made the foregoing declarations, representations and acknowledgments for the protection and benefit of Grantee, Grantee's successors and assigns, and all other parties that may hereafter acquire any ownership, lien, or other interest of any nature in the Subject Property or any portion thereof, and also for the protection and benefit of any title insurer that may hereafter in any manner insure the condition of title to the Subject Property.

DATED: May 19, 2026.

STANDARD DEVELOPMENT, LLC, a Utah limited liability company



By: Travis Holm
Its: Manager

NOTARY PUBLIC

STATE OF UTAH)
)
COUNTY OF Salt Lake) ss:

I, the undersigned, a notary public in and for said county in said state, hereby certify that Travis Holm whose name is signed to the foregoing instrument, and who is either known to me or whose identity was proven to me through satisfactory evidence, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date, for and on behalf of STANDARD DEVELOPMENT, LLC, a Utah limited liability company, and that he was authorized to execute the same for and on behalf of the said limited liability company.

Given under my hand and official seal this 19th day of May, 2026.

[NOTARIAL SEAL]

Annette Sanchez
Notary Public
My commission expires: March 11, 2030

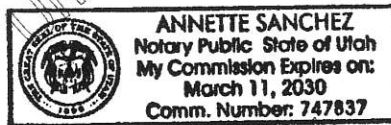


EXHIBIT A

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SLB&M, THENCE N. $0^{\circ}04'55''$ W. ALONG THE SECTION LINE 143.51 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U-59. THENCE ALONG SAID RIGHT-OF-WAY LINE N. $54^{\circ}10'15''$ W. 77.08 FEET TO A RIGHT-OF-WAY MARKER, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N. $54^{\circ}09'33''$ W. 1959.84 FEET TO THE TRUE POINT OF BEGINNING, THENCE N. $54^{\circ}10'49''$ W. ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE 7938.54 FEET TO A FOUND REBAR, THENCE N. $45^{\circ}00'21''$ W. 873.58 FEET TO A FOUND REBAR, THENCE N. $70^{\circ}39'33''$ W. 513.76 FEET TO A FOUND REBAR ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U-59, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 2914.79 FEET A DISTANCE OF 911.15 FEET (THE CHORD OF SAID CURVE BEARS N. $67^{\circ}02'27''$ W. 907.45 FEET) TO THE WEST LINE OF THE NE $1/4$ SW $1/4$ OF SECTION 24, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SLB&M, THENCE N. $0^{\circ}02'22''$ W. ALONG THE $1/16$ LINE 796.97 FEET TO THE NORTHWEST CORNER OF SAID NE $1/4$ SW $1/4$, THENCE S. $89^{\circ}59'21''$ E. ALONG THE $1/4$ SECTION LINE 3961.60 FEET TO THE EAST $1/4$ CORNER OF SECTION 24, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SLB&M, THENCE N. $0^{\circ}01'23''$ W. ALONG THE SECTION LINE 474.67 FEET TO A FOUND REBAR, THENCE N. $82^{\circ}38'25''$ E. 771.67 FEET TO A FOUND REBAR, THENCE S. $0^{\circ}07'25''$ E. 2804.18 FEET TO A FOUND $1/2''$ GALVANIZED PIPE, THENCE N. $89^{\circ}52'51''$ E. 370.34 FEET TO A FOUND REBAR, THENCE N. $0^{\circ}02'39''$ W. 247.22 FEET TO A FOUND REBAR, THENCE N. $89^{\circ}59'16''$ W. 197.73 FEET TO A FOUND REBAR, THENCE N. $0^{\circ}06'40''$ W. 248.04 FEET, THENCE S. $89^{\circ}58'49''$ E. 998.19 FEET, THENCE S. $0^{\circ}05'58''$ E. 466.69 FEET, THENCE S. $89^{\circ}58'49''$ E. 1866.76 FEET, THENCE S. $0^{\circ}08'17''$ E. 255.62 FEET TO A FOUND REBAR, THENCE S. $89^{\circ}59'43''$ E. 794.18 FEET. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 175.00 FEET A DISTANCE OF 137.89 FEET (THE CHORD OF SAID CURVE BEARS S. $67^{\circ}25'19''$ E. 134.35 FEET). THENCE S. $44^{\circ}50'54''$ E. 109.00 FEET, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 410.00 FEET A DISTANCE OF 74.73 FEET (THE CHORD OF SAID CURVE BEARS S. $39^{\circ}37'37''$ E. 74.62 FEET) TO THE NORTH LINE OF SAID SECTION 30. THENCE N. $89^{\circ}59'57''$ W. ALONG THE SECTION LINE AND NORTH LINE OF APPLE VALLEY RANCH SUBDIVISION PHASE II AMENDED 120.56 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION AND THE NORTHEAST CORNER OF THE WEST HALF OF THE NE $1/4$ OF SAID SECTION 30, THENCE S. $0^{\circ}07'44''$ E. ALONG THE $1/16$ LINE AND SUBDIVISION BOUNDARY 604.07 FEET TO A FOUND REBAR, THENCE S. $89^{\circ}51'24''$ W. 541.18 FEET TO A FOUND REBAR. THENCE S. $0^{\circ}08'20''$ E. 951.93 FEET TO A FOUND REBAR, THENCE S. $61^{\circ}36'17''$ E. 219.25 FEET, THENCE S. $28^{\circ}39'03''$ E. 268.82 FEET, THENCE N. $87^{\circ}41'09''$ E. 220.17 FEET TO THE WEST LINE OF APPLE VALLEY RANCH SUBDIVISION PHASE II AMENDED AND $1/16$ LINE, THENCE S. $0^{\circ}07'44''$ E. ALONG THE $1/16$ LINE 751.16 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NE $1/4$ OF SAID SECTION 30, THENCE S. $0^{\circ}06'03''$ E. ALONG THE $1/16$ LINE 1301.51 FEET, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 235.00 FEET A DISTANCE OF 4.46 FEET (THE CHORD OF SAID CURVE BEARS S. $89^{\circ}45'20''$ W. 4.46 FEET), THENCE N. $89^{\circ}41'59''$ W. 323.25 FEET TO THE TRUE POINT OF BEGINNING.

LESS AND EXCEPTING FROM PARCEL 2 THE FOLLOWING (50-FOOT-WIDE ROADWAY):

BEGINNING AT A POINT S. $0^{\circ}10'48''$ W. ALONG THE SECTION LINE 753.97 FEET FROM THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SLB&M, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF U-59, THENCE RUNNING N. $54^{\circ}09'33''$ W. ALONG THE RIGHT-OF-WAY LINE 81.80 FEET TO THE BEGINNING OF A 25.00 FOOT RADIUS CURVE WITH RADIUS LINE BEARING N. $55^{\circ}50'27''$ E., THENCE NORTHEASTERLY TO THE LEFT ALONG THE ARC OF SAID CURVE 39.27 FEET THROUGH A

OF A 275.00 FOOT RADIUS CURVE, THENCE NORTHEASTERLY TO THE LEFT ALONG THE ARC OF SAID CURVE 172.56 FEET THROUGH A CENTRAL ANGLE OF $35^{\circ}57'07''$, THENCE N. $0^{\circ}06'40''$ W. 707.83 FEET, THENCE S. $89^{\circ}58'49''$ E. 50.00 FEET, THENCE S. $0^{\circ}06'40''$ E. 707.71 FEET TO THE BEGINNING OF A 325.00 FOOT RADIUS CURVE, THENCE SOUTHWESTERLY TO THE RIGHT ALONG THE ARC OF SAID CURVE 203.93 FEET THROUGH A CENTRAL ANGLE OF $35^{\circ}57'07''$, THENCE S. $35^{\circ}50'27''$ W. 1200.72 FEET TO THE BEGINNING OF A 25.00 FOOT RADIUS CURVE THENCE SOUTHEASTERLY TO THE LEFT ALONG THE ARC OF SAID CURVE 39.27 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U-59, THENCE N. $54^{\circ}09'33''$ W. ALONG SAID RIGHT OF WAY LINE 18.20 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING FROM PARCEL 2 THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N $00^{\circ}03'32''$ W, ALONG THE SECTION LINE, 143.51 FEET TO THE NORTHWESTERLY BOUNDARY LINE OF STATE ROUTE 59; THENCE N $54^{\circ}08'51''$ W, ALONG SAID BOUNDARY LINE OF STATE ROUTE 59, 77.08 FEET; THENCE N $54^{\circ}08'09''$ W, ALONG SAID BOUNDARY, 1959.87 FEET TO THE POINT OF BEGINNING; THENCE N $54^{\circ}09'25''$ W, ALONG SAID BOUNDARY LINE OF STATE ROUTE 59, 742.80 FEET; THENCE N $35^{\circ}50'32''$ E 379.99 FEET; THENCE N $17^{\circ}32'51''$ E 185.12 FEET; THENCE N $10^{\circ}52'32''$ E 150.23 FEET; THENCE N $05^{\circ}11'57''$ E 135.13 FEET; THENCE N $00^{\circ}35'25''$ W 155.91 FEET; THENCE N $06^{\circ}00'48''$ W 116.71 FEET; THENCE N $09^{\circ}50'44''$ W 62.70 FEET; THENCE N $13^{\circ}11'57''$ W 125.80 FEET; THENCE N $18^{\circ}17'16''$ W 123.41 FEET; THENCE N $48^{\circ}43'46''$ W 148.67 FEET; THENCE N $35^{\circ}50'23''$ E 150.00 FEET; THENCE N $54^{\circ}09'37''$ W 137.02 FEET; THENCE N $35^{\circ}50'23''$ E 226.65 FEET; THENCE N $52^{\circ}01'03''$ E 201.07 FEET; THENCE S $61^{\circ}34'53''$ E 219.25 FEET; THENCE S $28^{\circ}37'39''$ E 268.82 FEET; THENCE N $87^{\circ}42'33''$ E 220.17 FEET; THENCE S $00^{\circ}05'16''$ E 2052.67 FEET; THENCE WESTERLY ALONG THE ARC OF A 275.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (LONG CHORD BEARS S $89^{\circ}46'44''$ W 4.46 FEET), CENTER POINT LIES N $00^{\circ}45'54''$ W THROUGH A CENTRAL ANGLE OF $01^{\circ}05'15''$ A DISTANCE OF 4.46 FEET; THENCE N $89^{\circ}46'35''$ W 321.29 FEET TO THE POINT OF BEGINNING.

Tax ID: AV-1313-D-I-A

Attached to Warranty Deed executed by 3 Sage Cattle Company LLC, a Utah limited liability company, who took title as 3 Stage Cattle Company LLC, grantor(s), to T & A Nelson Resources, Ltd, a Texas limited partnership, grantee(s)

Tax Serial No: AV-1313-D-1-A

Exhibit "A"

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 42 SOUTH, RANGE 11 WEST, ALSO BEING THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 42 SOUTH, RANGE 12 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S88°50'55"E ALONG THE QUARTER SECTION LINE, 761.20 FEET; THENCE S00°51'26"W 1499.60 FEET; THENCE N88°59'07"W 45.72 FEET; THENCE S00°53'02"W 260.12 FEET; THENCE N89°08'07"W 172.63 FEET; THENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT A DISTANCE OF 122.48 FEET, HAVING A RADIUS OF 320.00 FEET AND A RADIAL BEARING OF N00°51'53"E, THROUGH A CENTRAL ANGLE OF 21°55'49" (LONG CHORD BEARS: N78°10'12"W 121.74 FEET); THENCE N67°12'18"W 614.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 116.00 FEET, THROUGH A CENTRAL ANGLE OF 14°08'30" (LONG CHORD BEARS: N60°08'03"W 115.71 FEET); THENCE N53°03'48"W 741.14 FEET; THENCE N63°23'24"W 190.02 FEET; THENCE N73°43'00"W 597.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 123.01 FEET, THROUGH A CENTRAL ANGLE OF 14°59'45", (LONG CHORD BEARS: N66°13'08"W 122.66 FEET); THENCE N58°43'15"W 678.87 FEET; THENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 527.66 FEET, HAVING A RADIUS OF 380.00 FEET AND A RADIAL BEARING OF S27°32'11"W, THROUGH A CENTRAL ANGLE OF 79°33'36" (LONG CHORD BEARS: S77°45'23"W 486.28 FEET); THENCE S37°58'35"W 194.99 FEET; THENCE N54°48'47"W 33.35 FEET; THENCE S35°11'13"W 79.01 FEET; THENCE N74°33'41"W 1041.71 FEET; THENCE N00°57'27"E ALONG THE SIXTEENTH (1/16TH) LINE, 445.34 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24; THENCE S88°59'31"E ALONG THE QUARTER SECTION LINE, 1321.33 FEET ALONG SAID LINE TO THE CENTER QUARTER CORNER OF SECTION 24; THENCE S88°59'31"E ALONG THE QUARTER SECTION LINE, 2642.22 FEET TO THE POINT OF BEGINNING.

RESERVING UNTO GRANTOR, ITS SUCCESSORS AND/OR ASSIGNS A RIGHT OF WAY EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES OVER, UNDER AND ACROSS THE EAST 70 FEET OF THE NORTH 1499.60 FEET OF THE ABOVE-DESCRIBED PROPERTY.

ALSO RESERVING UNTO GRANTOR, ITS SUCCESSORS AND/OR ASSIGNS A 70 FOOT RIGHT OF WAY EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT AN EXISTING CROSSING LOCATED APPROXIMATELY 1900 FEET EAST ALONG THE CENTER SECTION LINE OF SAID SECTION 24, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN, FROM THE NORTHWEST CORNER OF THE ABOVE-DESCRIBED PROPERTY AND RUNNING SOUTH TO THE SOUTH LINE OF THE ABOVE-DESCRIBED PROPERTY.

**TOWN OF APPLE VALLEY
ORDINANCE O-2026-18**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1313-D-1-A, AV-1-2-30-410, AND AV-2-2-24-210 FROM AGRICULTURAL 40 ACRES ZONE (A-40), RURAL ESTATES 1 ACRE ZONE (RE-1), AND HIGHWAY COMMERCIAL ZONE (C-2) TO AGRICULTURAL 40 ACRES ZONE (A-40) AND RURAL ESTATES 5 ACRES ZONE (RE-5) FOR PARCEL AV-1313-D-1-A, AV-1-2-30-410, AND AV-2-2-24-210.

WHEREAS, the Town of Apple Valley (“Town”) has petitioned to rezone parcel AV-1313-D-1-A, AV-1-2-30-410, AND AV-2-2-24-210 from Agricultural 40 Acres Zone (A-40), Rural Estates 1 Acre Zone (RE-1), and Highway Commercial Zone (C-2) to Agricultural 40 Acres Zone (A-40) and Rural Estates 5 Acres Zone (RE-5); and

WHEREAS, the Planning Commission held a duly noticed public hearing on July 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 July 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-1313-D-1-A, AV-1-2-30-410, and AV-2-2-24-210 is hereby changed from Agricultural 40 Acres Zone (A-40), Rural Estates 1 Acre Zone (RE-1), and Highway Commercial Zone (C-2) to Agricultural 40 Acres Zone (A-40) and Rural Estates 5 Acres Zone (RE-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 15th day of July, 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	_____	_____	_____	_____



June 24, 2026

RE: NOTICE OF PUBLIC HEARING — ZONING MAP AMENDMENT REQUEST

Parcel Number: AV-1313-D-1-A, AV-1-2-30-410, AV-2-2-24-210

Situs Addresses: NEXT TO SR-59, 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 40 Acres Zone (A-40), Rural Estates 1 Acre Zone (RE-1), and Highway Commercial Zone (C-2) to Agricultural 40 Acres Zone (A-40) and Rural Estates 5 Acres Zone (RE-5). The reason for request is A-40 will remain the same, RE-1 and C-2 will change to RE-5.

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

https://applevalley.municipalcodeonline.com/book?type=landordinances#name=10.10.050_Rural_Estates_Zone

The hearing will be held on Wednesday, July 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. 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