



Town of Apple Valley

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

Date Received: 8/26/24

Fee: \$800.00

Payment Method: check

Receipt Number: 51999

CONDITIONAL USE PERMIT

Applicant Information

Name: Aaron Barlow Telephone: 801-381-5165

Address (City, State, Zip): 1227 W. Home Front Cir Bluffdale Ut. 84065

Agent (If applicable): _____ Agent Phone: _____

Address of Subject Property: 1064 E Manzanita Dr. Apple Valley Ut 84137

Tax ID of Subject Property: AV-CDPT-4-12

Proposed Conditional Use: Short Term Rental

Aaron Barlow

Applicant Signature

8/14/24

Date

This application shall be accompanied by the following:

- ☒ A vicinity map showing the general location of the application
- ☒ Three (3) copies of a plot plan showing the following:
 - ☒ Property boundaries, dimensions and existing streets
 - ☒ Location of existing and proposed buildings, parking, landscaping and utilities
 - ☒ Adjoining property lines and uses within one hundred feet of subject property
- NA ☐ A reduced copy of all plans (8.5x11 if readable, or 11x17) if original plans are larger
- NA ☐ Building elevations for new construction, noting proposed materials and colors
- NA ☐ Traffic impact analysis, if required by the Town Engineer or the Planning Commission
- ☒ Applicant's responses to the Conditional Use Permit standards for review (attached)
- UNK ☐ A statement indicating whether the applicant will require a variance in connection with the proposed conditional use permit. Not aware of any.
- ☒ Warranty deed, preliminary title report, or other document (see Affidavit of Property owner attached) showing evidence that the applicant has control of the property.

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Contact the Planning Department for the deadline date of submissions. Once your application is deemed complete, it will be put on the agenda for the next planning Commission meeting. A deadline missed due to an incomplete application could result in a month's delay.

Conditional Use Permit Overview

PURPOSE

It is the purpose of a conditional use permit to allow flexibility in zoning, by permitting a discretionary review of a project or use that by its character may not be compatible with uses which are permitted in the zone, and allowing such use when it can be found to be compatible with the neighborhood in which it is located.

WHEN REQUIRED

The conditional use permit is primarily required whenever the Land Use Ordinance specifies the use as a conditional use. It is also used for other specified situations such as allowing building heights that exceed the maximum allowed within the zone.

APPROVAL STANDARDS (from section 10:20 of Land Use Code)

To authorize a conditional use permit the Planning Commission at a public meeting must find that the evidence presented establishes:

- a) The proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity
- b) The proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well-being of the neighborhood and the community; and
- c) The proposed use will comply with regulations and conditions specified in Land Use Ordinance for such use.

The Planning Commission may request additional information as may be reasonably needed to determine whether the requirements of this subsection can be met.

APPEALS

Any person adversely affected by a decision of the Planning Commission regarding the transfer, issuance or denial of a conditional use permit, may appeal such decision to the Board of Adjustment by filing written notice of appeal, stating the grounds therefore within fourteen (14) days from the date of the Planning Commission decision. The appeal is filed with the Clerk

for the Board of Adjustment located in the Planning Department. The decision of the Board of Adjustment is final unless appealed to a court of competent jurisdiction within thirty (30) days from the date of decision of the Board of Adjustment.

Conditional Use Permit Standards for Review

Please provide response to the following for the Commissions review:

- a. The harmony and compliance of the proposed use with the objectives and requirements of the Town's General Plan and the Land Use Code; *Yes, with the granting of this conditional use permit we will be in compliance*
- b. The suitability of the specific property for the proposed use; *Yes, it is very suitable the use of the property without any modifications*
- c. The development or lack of development adjacent to the proposed site and the harmony of the proposed use with existing uses in the vicinity; *Yes, the property surrounding is developed, as far as we know adheres to city master plan*
- d. Whether or not the proposed use or facility may be injurious to potential or existing development in the vicinity. *There shouldn't be anything unusual to cause injury to development.*
- e. The economic impact of the proposed facility or use on the surrounding area; *no anticipated major economic impact for residential use, only local shopping etc*
- f. The aesthetic impact of the proposed facility or use on the surrounding area; *no additional aesthetic impact*
- g. The number of other similar conditional uses in the area and the public need for the proposed conditional use; *Not known, information of this not known*
- h. The present and future requirements for transportation, traffic, water, sewer, and other utilities, for the proposed site and surrounding area; *None needed on anticipated as a short term rental.*
- i. The safeguards proposed or provided to ensure adequate utilities, transportation access, drainage, parking, loading space, lighting, screening, landscaping, open space, fire protection, and pedestrian and vehicular circulation *None needed or anticipated, guests using property required to comply to local rules + regulations*
- j. The safeguards provided or proposed to prevent noxious or offensive emissions such as noise, glare, dust, pollutants and odor from the proposed facility or use. *Advises guests to respect neighbors in the manual and must adhere.*
- k. The safeguards provided or proposed to minimize other adverse effects from the proposed facility or use on persons or property in the area; and *None needed or anticipated*
- l. The impact of the proposed facility or use on the health, safety, and welfare of the Town, the area, and persons owning or leasing property in the area. *None anticipated*

Affidavit

Property Owner

State of Utah)

§

County of Salt Lake

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

Aaron Barlow

(Property Owner)

(Property Owner)

Subscribed and sworn to me this 14th day of August 2024.

Witness my hand and official seal.

Karina Ranstadler

(Notary Signature)



(seal)

Agent Authorization

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

(Property Owner)

(Property Owner)

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

Witness my hand and official seal.

(Notary Signature)

(seal)

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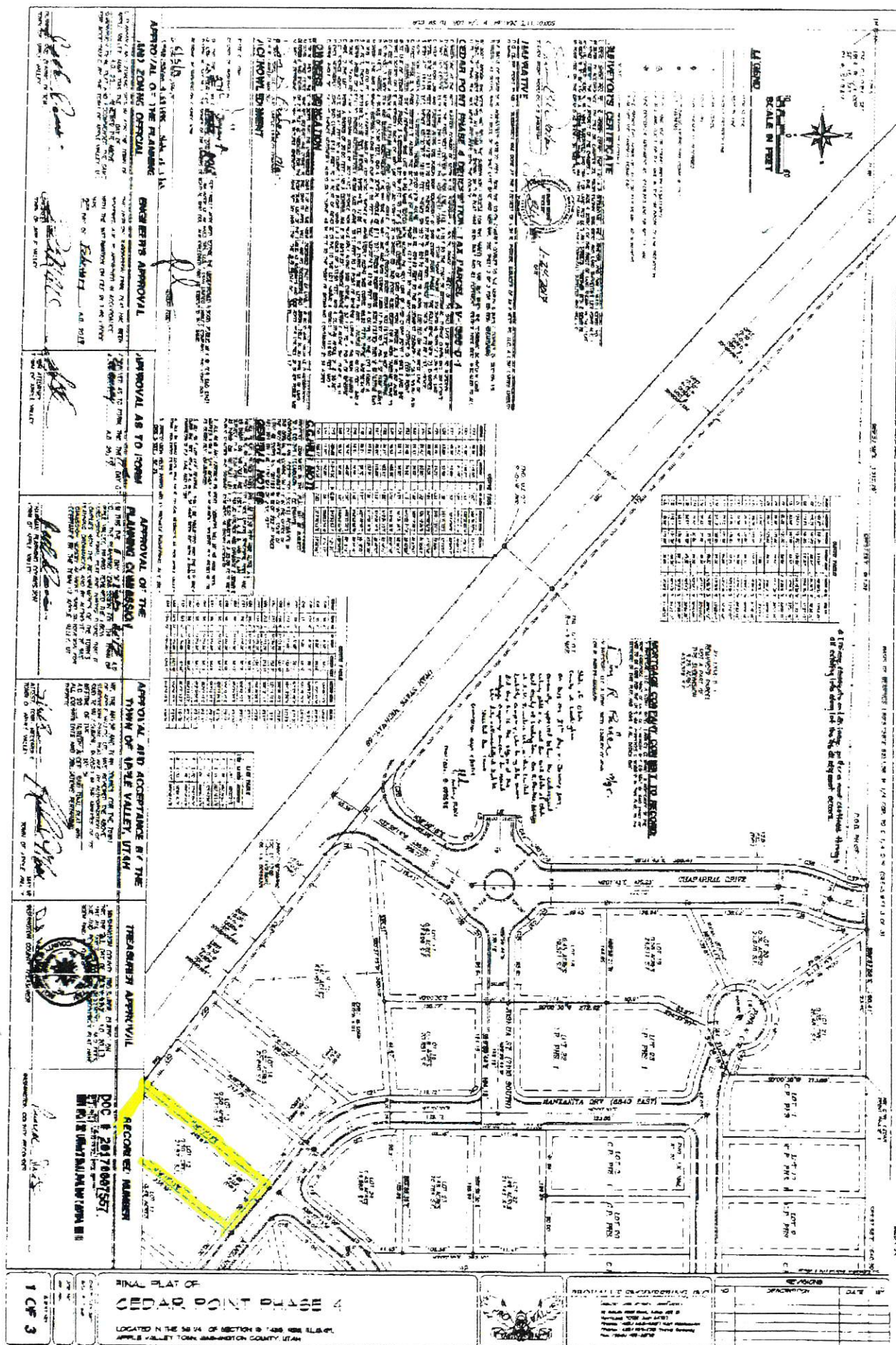
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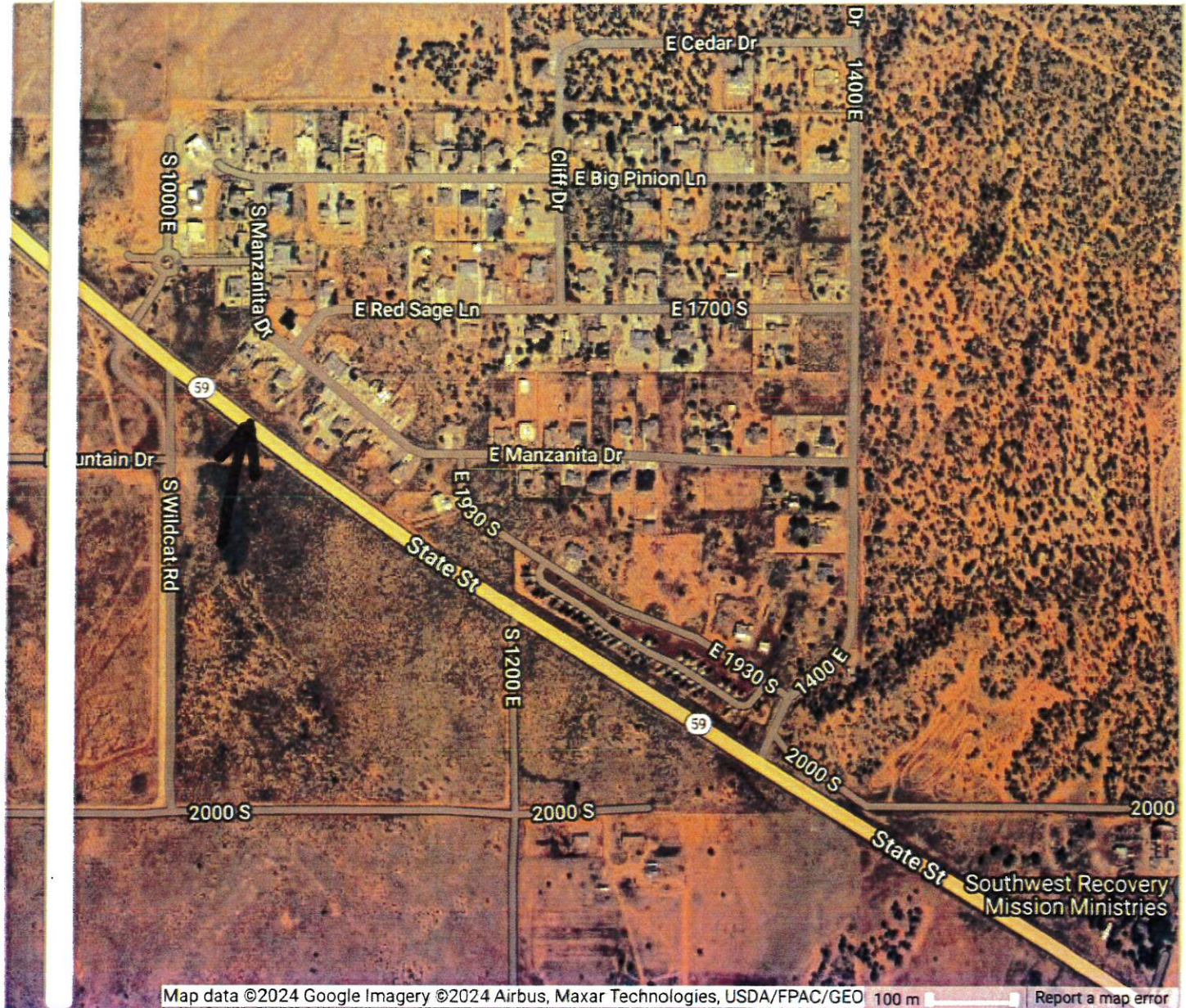
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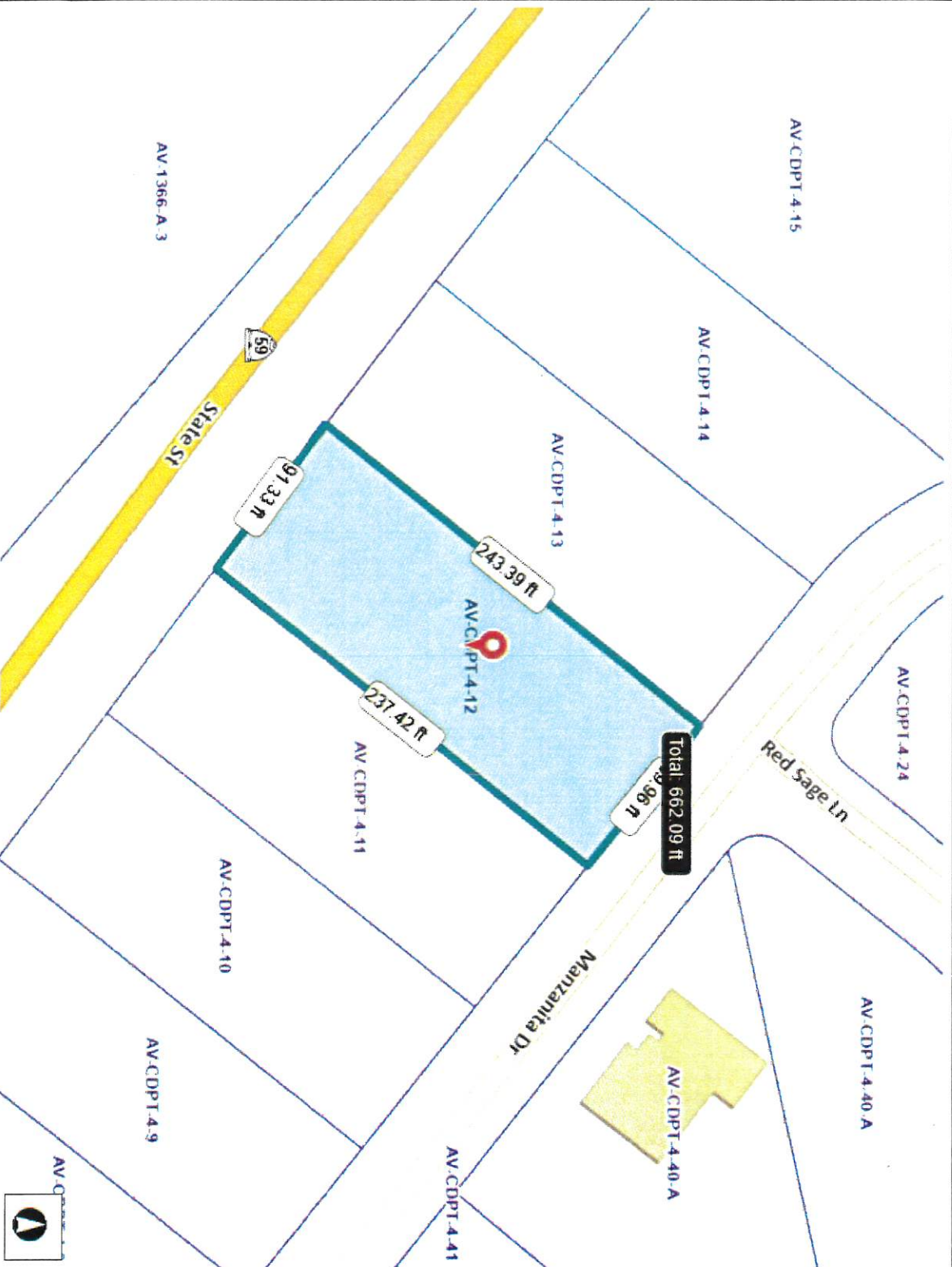
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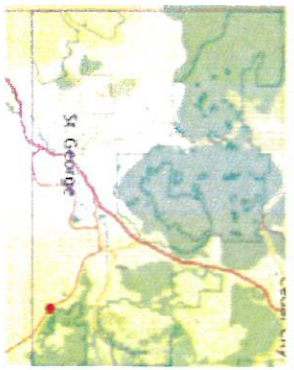


AV-CDPT-4-12



WGS_1984_Web_Mercator_Auxiliary_Sphere

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



Legend

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

Notes

This is provided as a courtesy. GT Title Services, Inc. does not guarantee the validity of the provided measurements. A survey would be required for exact measurements.



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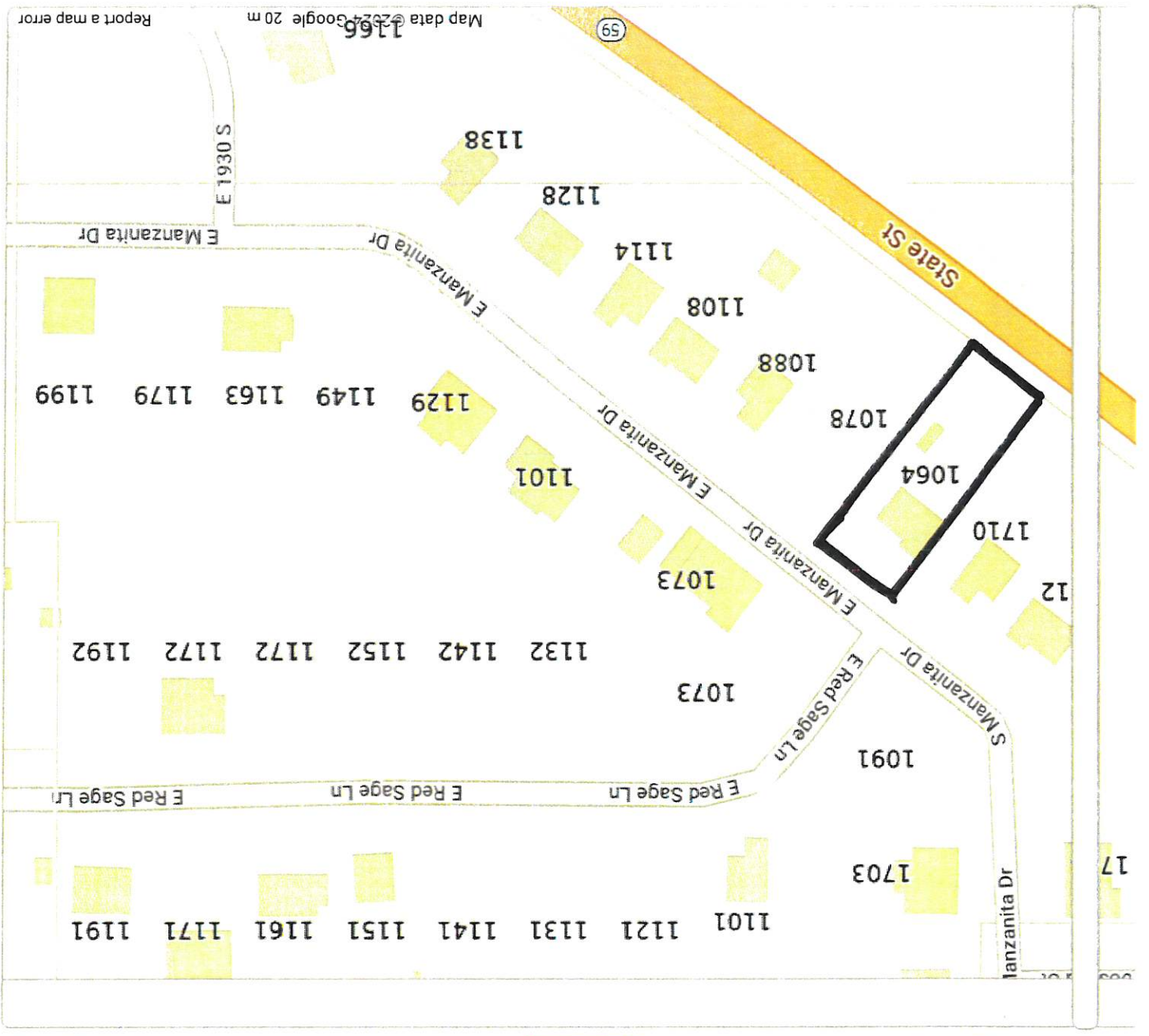
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Warranty Deed Page 1 of 2

Gary Christensen Washington County Recorder

03/04/2022 10:17:39 AM Fee \$40.00 By GT TITLE
SERVICES

MAIL TAX NOTICES TO GRANTEE(S) AT
1227 HOME FRONT CIRCLE
BLUFFDALE, UT 84065



Property Reference Information:

Tax Parcel No(s): **AV-CDPT-4-12**

Property Address(es) (if any):

1064 E MANZANITA DR., APPLE VALLEY, UT 84737

WARRANTY DEED

George V. Dupuy and Judith N. Dupuy as Trustees of The G & J Dupuy Trust U/A/D October 20, 2015 ("Grantors"),

in exchange for good and valuable consideration, hereby convey and warrant to

AARON BARLOW AND SUSANNAH BARLOW, HUSBAND AND WIFE AS JOINT TENANTS
("Grantee(s)")

in fee simple the following described real property located in **WASHINGTON** County, Utah, together with all the appurtenances, rights, and privileges belonging thereto, to wit (the "Property"):

**LOT 12, CEDAR POINT PHASE 4, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS
RECORDED IN THE OFFICE OF THE COUNTY RECORDER, WASHINGTON COUNTY,
STATE OF UTAH.**

With all the covenants and warranties of title from Grantors in favor of Grantee(s) as are generally included with a conveyance of real property by warranty deed under Utah law, except for, however, the Property is subject to: (a) leases, rights of way, easements, reservations, plat maps, covenants, conditions, and restrictions appearing of record and enforceable in law; (b) zoning and other regulatory laws and ordinances affecting the Property; and (c) real property taxes and assessments for the year 2022 and thereafter.

[Remainder of page intentionally left blank. Signatures appear on the following page.]

Information for reference purposes:

GT Title File No.: **W48020GB**

Tax Parcel No(s): **AV-CDPT-4-12**

Property Address(es) (if any):

1064 E MANZANITA DR., APPLE VALLEY, UT 84737

-Signature Page to Warranty Deed-

EACH OF THE UNDERSIGNED PERSONS WHO SIGN THIS DEED HEREBY CERTIFY THAT HE/SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS INSTRUMENT AND CONVEY TITLE TO THE PROPERTY DESCRIBED HEREIN PURSUANT TO THE TERMS OF THE AFOREMENTIONED TRUST AND THAT HE/SHE HAS EXECUTED THIS DEED IN HIS/HER AUTHORIZED CAPACITY.

Witness the hand of Grantors this 22 day of **FEBRUARY, 2022**.

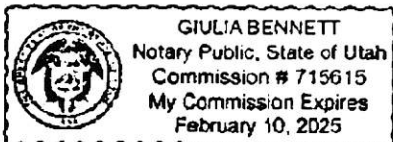

George V. Dupuy, Trustee
The G & J Dupuy Trust
U/A/D October 20, 2015


Judith N. Dupuy, Trustee
The G & J Dupuy Trust
U/A/D October 20, 2015

STATE OF UTAH)
COUNTY OF Washington) ss.

On this 22 day of February, 2022, personally appeared before me **George V. Dupuy** and **Judith N. Dupuy**, the named signers of the within instrument, proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and they duly acknowledged that they are the Trustees of **The G & J Dupuy Trust U/A/D October 20, 2015** and that they executed this instrument in behalf of said Trust as Trustees by authority of the terms thereof. Witness my hand and official seal.


NOTARY PUBLIC



ISSUING AGENT:



Escrow / Closing Inquiries should be directed to:
Giulia Bennett, Escrow Officer
Phone: 435-656-1000
Email: Giulia@GTTtitle.net

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issuing Agent:

GRIFFITHS & TURNER / GT TITLE SERVICES INC.

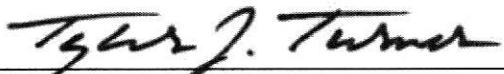
a Utah Licensed Title Insurance Agency
1224 South River Road, Building B, Suite 107
Saint George, UT 84790
P: 435-656-1000 | F: | www.GTTtitle.com

Issued By:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612) 371-1111

By:


Tyler J. Turner, President

By



President

Attest



Secretary

Transaction Identification Data for reference only:

Commitment Number: **W48020GB**
Tax Parcel Number(s): **AV-CDPT-4-12**
Property Address(es): **1064 EAST MANZANITA DR., APPLE VALLEY, UT 84737**



COMMITMENT FOR TITLE INSURANCE

Escrow / Closing Inquiries should be directed to:
Giulia Bennett, Escrow Officer
435-656-1000 / Giulia@GTtitle.net

Transaction Identification Data for reference only:

Issuing Agent: Griffiths & Turner / GT Title Services, Inc.
Issuing Office: 1224 South River Road, Building B, Suite 107, Saint George, UT 84790
Underwriter: Old Republic National Title Insurance Company
Title Officer: Robby Williams
Commitment Number: **W48020GB**
Tax Parcel Number(s): **AV-CDPT-4-12**
Property Address(es): **1064 EAST MANZANITA DR., APPLE VALLEY, UT 84737**

SCHEDULE A

1. Commitment Date: **January 27, 2022, 7:59 AM**
2. Policy or Policies to be issued:

	<u>Proposed Policy Amount</u>	<u>Premium</u>
(a) ALTA Homeowner's Policy for a 1-4 Unit Residence: Proposed Insured: AARON BARLOW and SUSANNAH BARLOW	\$500,000.00	\$2,476.00
(b) ALTA Expanded Coverage Residential Loan Policy: Proposed Insured: TBD, Its Successors and/or Assigns	\$399,200.00	\$1,327.00
(c) ALTA Endorsements 8.1-06, 9-06, 22-06 are included in the Loan Policy:		Included
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:
GEORGE V. DUPUY and JUDITH N. DUPUY, as Trustees of The G & J Dupuy Trust u/a/d October 20, 2015
5. The Land is located in **WASHINGTON** County, State of Utah and is described as follows:
LOT 12, CEDAR POINT PHASE 4, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company. NOTE: In the event, the transaction, for which this commitment is furnished, cancels, the minimum cancellation fee will be \$200.00.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- E. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
- F. Provide the Company with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
- G. Provide the Company with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the Land.

SPECIAL REQUIREMENTS (if any):

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B, PART II - EXCEPTIONS

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I -- Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interest or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easements or encumbrances which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

NOTE: Upon compliance with underwriting requirements, Exceptions 1-7 will be omitted from any Extended or Expanded Loan Policy to be issued based on this Commitment.

8. Taxes for the present year and thereafter. Taxes for the year 2022 are accruing as a lien and are not yet due and payable. Taxes for the **year 2021 were PAID** in the amount of **\$400.91**. County Tax Parcel Number(s): **AV-CDPT-4-12**.
9. The Land is within the boundaries of **APPLE VALLEY, WASHINGTON COUNTY, UTAH** and is therein located within **Tax District 45, APPLE VALLEY SPECIAL ASSESSMENT AREA, APPLE VALLEY SPECIAL SERVICE DISTRICT FOR WATER AND SEWERAGE SERVICES, BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT**, and is subject to any charges and assessments levied thereunder.
10. Easements, restrictions, covenants, conditions, notes, building set-back lines, and rights of ways for roads, ditches, canals, streams, rivers, telephones and transmission lines, drainage, utilities or other incidental purposes, over, under or across the Land, which are of record or which may be ascertained by an inspection or accurate survey, including, without limitation, any easements, notes, restrictions, building site requirements, setback lines, or rights of way contained in the official plat map(s) of record.
11. Any water rights, claims or title to water in or under the Land.

(Continued)

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II - EXCEPTIONS (Continued)

12. The effects of a Decree Organizing and Establishing the Washington County Water Conservancy District, recorded June 2, 1964, as Entry No. 121696, in Book S-49, at Pages 94, of the Official Records of the Recorder, Washington County, State of Utah.
13. Reservations and/or exceptions contained in that certain land Patent recorded AUGUST 23, 1920 as Entry No. 20770, IN BOOK U-4, AT PAGE 445..
14. The effects, terms and conditions of the covenants, conditions and restrictions, and any related bylaws, recorded JULY 11, 1977 and June 25, 2019 as Entry No.'s 185195 and 20190025086 respectively; and any supplements or amendments thereto as may have been recorded from time to time, and any charges created thereunder, including, without limitation, any charges, dues or assessments levied by any home owners association or similar organization, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
15. The effects of that certain Warranty Deed by CP National Corporations, a California corporation and in favor of Utah Power and Light Company, a Utah corporation, all right, title and interest in and to those easements located in the County of Washington, Utah, as specifically described in said document as Exhibit "A", recorded September 30, 1981.
16. The effects of that certain RIGHT OF WAY EASEMENT in favor of Hildale Town Corporation recorded November 15, 1994 as Entry No. 484229 in the official records of the Washington County Recorder's Office.
17. The effects of that certain GRANT OF EASEMENT in favor of South Central Utah Telephone Association, Inc., ISAOA recorded March 21, 2006 as Entry No. 20060009353 in the official records of the Washington County Recorder's Office.
18. The effects of that certain GRANT OF EASEMENT in favor of South Central Utah Telephone Association, Inc., ISAOA recorded March 21, 2006 as Entry No. 20060009354 in the official records of the Washington County Recorder's Office.
19. The effects of that certain Special Warranty Deed with Bill of Sale and Assignment of Rights, by Garkane Energy Cooperative, Inc. in favor of Pacificorp, an Oregon corporation, property easements and rights-of-way, together with any rights or privileges appurtenant thereto, as described in said document recorded October 14, 2009, as Entry No. 20090039374.
20. The official **Plat Map** recorded in the official records February 21, 2017 as Entry No. 20170007557, and the easements, rights-of-way, terms, conditions, restrictions, reservations, and limitations as set forth therein.
21. **Deed of Trust**, summarized as follows:

Recorder's Entry No.:	20200067543
Date Recorded:	November 24, 2020
Date of Document:	November 23, 2020
Dollar Amount:	\$241,000.00
Borrower/Trustor:	GIDC, LLC
Lender:	KZNZ ENTERPRISES LLC
Beneficiary:	KZNZ ENTERPRISES LLC
Trustee:	SOUTHERN UTAH TITLE COMPANY

COMMITMENT FOR TITLE INSURANCE
ADDITIONAL NOTICES, NOTES, AND INFORMATION

A. UTILITY SERVICE CHARGES AND ASSESSMENTS

The Land may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc., which are not covered by this Commitment or insured under the Policy or Policies.

B. ALTA HOMEOWNER'S POLICY DEDUCTIBLES

If an ALTA Homeowner's Policy is issued, the Policy will contain deductible amounts and maximum liability amounts relating to Covered Risks 16, 18, 19 and 21; and your deductible amounts and our maximum dollar limit of liability will be shown in Schedule A of the Policy. The Company will provide a pro-forma policy upon request.

C. PLAT MAP

The map attached or included herewith, if any, may or may not be a survey of the Land. The Company expressly disclaims any liability for loss or damage which may result from reliance on said map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the Policy (and endorsement(s), if any) to which this map is attached.

D. JUDGMENT LIENS

We have checked the Public Records for outstanding judgment liens entered against the relevant parties as they may relate to the the Land. Except as is otherwise indicated in Schedule B, Part I or Part II, no judgment liens appear of record that would have lien priority over the Mortgage of a Proposed Insured.

E. CHAIN OF TITLE

For informational purposes only, the following is a list of recorded deed(s) purporting to convey or transfer ownership of the Land within the last **24 months**:

- I. Special Warranty Deed recorded August 3, 2020 as Entry No. 20200040494, from AV Investors LLC as Grantor(s) to GIDC LLC, as Grantee(s).
- II. Warranty Deed recorded June 21, 2021 as Entry No. 20210042881, from GIDC LLC as Grantor(s) to George V. Dupur and Judith N. Dupur, as Trustees of The G&J Dupuy Trust u/a/d October 20, 2015, as Grantee(s).

COMMITMENT FOR TITLE INSURANCE
COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the **Notice**; (b) the **Commitment to Issue Policy**; (c) the **Commitment Conditions**; (d) **Schedule A**;
(e) **Schedule B, Part I-Requirements**; (f) **Schedule B, Part II-Exceptions**; and (g) a **counter-signature**
by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

COMMITMENT FOR TITLE INSURANCE
COMMITMENT CONDITIONS (Continued)

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

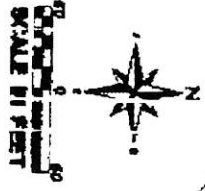
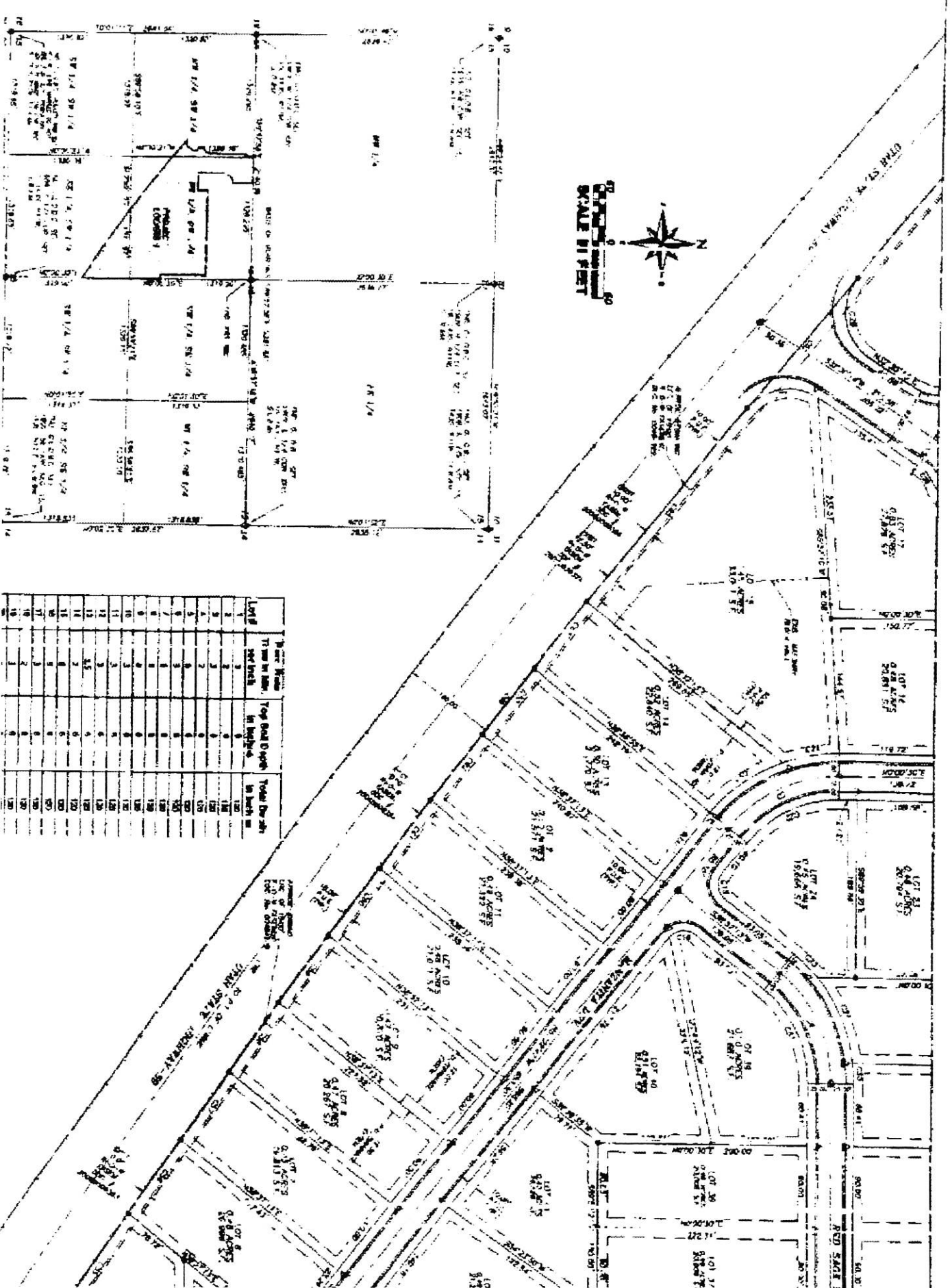
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.



Lot #	Acres	Top Soil Depth in feet	Total Depth in feet
1	1.00	1.00	1.00
2	1.00	1.00	1.00
3	1.00	1.00	1.00
4	1.00	1.00	1.00
5	1.00	1.00	1.00
6	1.00	1.00	1.00
7	1.00	1.00	1.00
8	1.00	1.00	1.00
9	1.00	1.00	1.00
10	1.00	1.00	1.00
11	1.00	1.00	1.00
12	1.00	1.00	1.00
13	1.00	1.00	1.00
14	1.00	1.00	1.00
15	1.00	1.00	1.00
16	1.00	1.00	1.00
17	1.00	1.00	1.00
18	1.00	1.00	1.00
19	1.00	1.00	1.00
20	1.00	1.00	1.00
21	1.00	1.00	1.00
22	1.00	1.00	1.00
23	1.00	1.00	1.00
24	1.00	1.00	1.00
25	1.00	1.00	1.00
26	1.00	1.00	1.00
27	1.00	1.00	1.00
28	1.00	1.00	1.00
29	1.00	1.00	1.00
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32	1.00	1.00	1.00
33	1.00	1.00	1.00
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37	1.00	1.00	1.00
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41	1.00	1.00	1.00
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69	1.00	1.00	1.00
70	1.00	1.00	1.00
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72	1.00	1.00	1.00
73	1.00	1.00	1.00
74	1.00	1.00	1.00
75	1.00	1.00	1.00
76	1.00	1.00	1.00
77	1.00	1.00	1.00
78	1.00	1.00	1.00
79	1.00	1.00	1.00
80	1.00	1.00	1.00
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92	1.00	1.00	1.00
93	1.00	1.00	1.00
94	1.00	1.00	1.00
95	1.00	1.00	1.00
96	1.00	1.00	1.00
97	1.00	1.00	1.00
98	1.00	1.00	1.00
99	1.00	1.00	1.00
100	1.00	1.00	1.00