

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.
- ☐ 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.
- ☒

Submittal Requirements

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

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

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

Site Specific Contents

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

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

(For Office Use Only)

Date Received: _____ Date Paid: _____

Preliminary Review

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

Date of Completion Determination: _____

Administrative Review

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

Date of Administrative Review Completion: _____

Administrative Recommendation to Planning Commission:

Planning Commission Review

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

Date of Public Hearing: _____

Date of Planning Commission Decision: _____

- ☐ Approved
- ☐ Denied

Filing Date of the Record of Survey: _____

Zion Summit Estates

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.

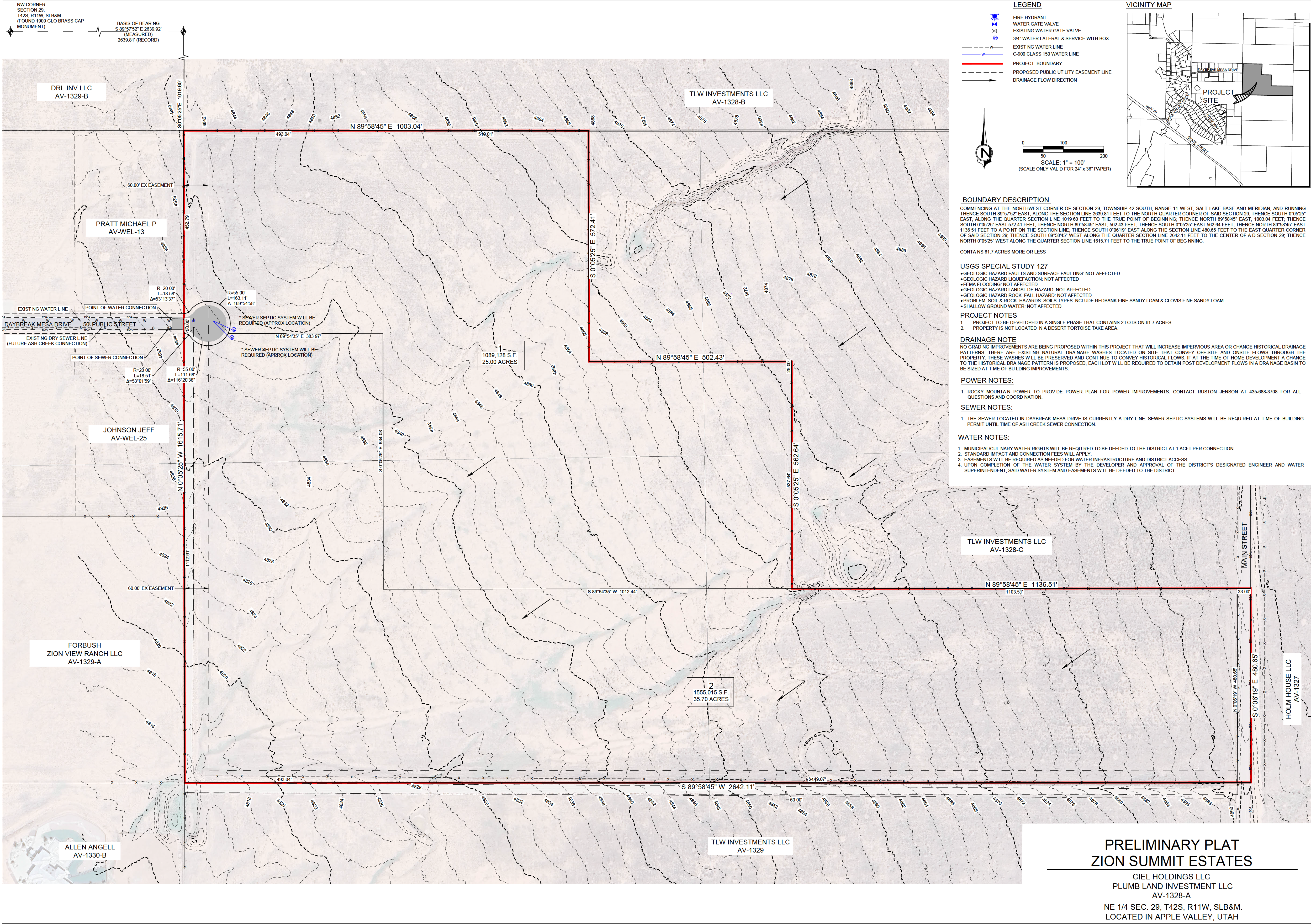
Compliance

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.





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,

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



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 [Signature] Date: 1/23/26
for Planet Holdings S.C.

Office Use Only: DATE RCV'D 1/28/2026 \$84 FEE: ☒ INITIALS: JV 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 _____
☐ None Required - Standby Intact

TOTAL POSSIBLE DUE TO THE DISTRICT FOR SERVICE \$ _____



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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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 recompact 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

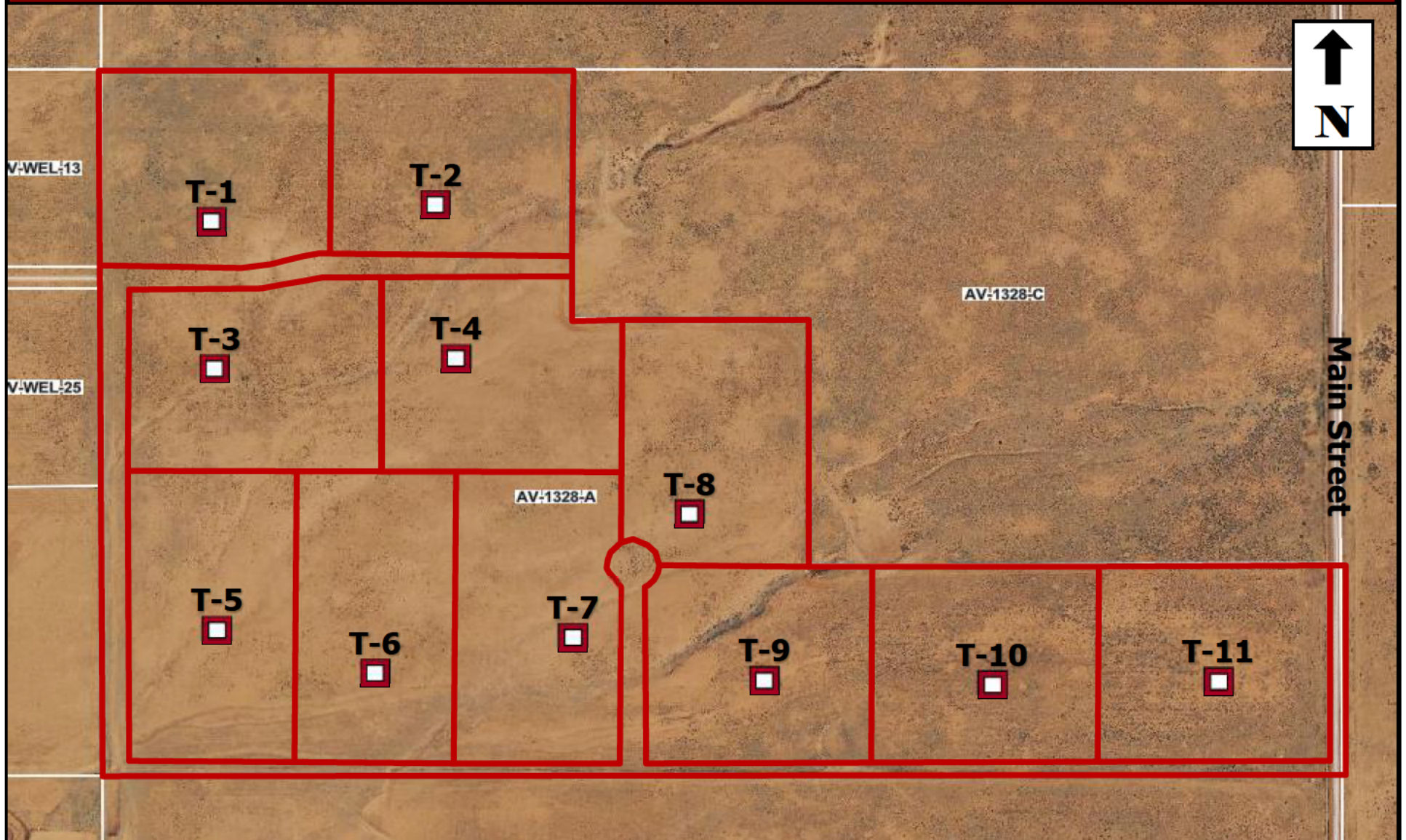
The recommendations made in this report are based on the assumption that an adequate program of tests and observations will be made during the construction to verify compliance with the recommendations. These tests and observations should include, but not necessarily be limited to, the following:

- 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

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Plate:
1

TRENCH LOG

Trench No. 2

Sheet 1 of 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 ³ Moisture	Density ⁴	Cementation ⁵	Max size ⁶ Particle
0	At, M Sol, C		CL	- Clay with Sand - Pinhole Voids	Brown	SM	MS	--	FG
			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

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Plate:
3

TRENCH LOG Trench No. 3										Sheet 1 of 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											
	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						Notes: Groundwater: Not encountered Caving of side walls: None noted					
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											
PROJECT: Parcel AV-1328-A Daybreak Mesa Drive, Apple Valley, Utah				 ENGINEERING, INC.			Plate: 4				
Client: Philip Plum											
Report No: 24-2153-RG3736											

TRENCH LOG										Trench No. 4		Sheet 1 of 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		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								Notes: Groundwater: Not encountered Caving of side walls: None noted					
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													
PROJECT: Parcel AV-1328-A Daybreak Mesa Drive, Apple Valley, Utah								Plate: 5					
Client: Philip Plum													
Report No: 24-2153-RG3736													

Sheet 1 of 1

Date Excavated: 7/16/2024

Plate:
6

TRENCH LOG

Trench No. 6

Sheet 1 of 1

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

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Plate:
7

TRENCH LOG										Trench No. 7		Sheet 1 of 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	 	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								Notes: Groundwater: Not encountered Caving of side walls: None noted					
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													
PROJECT: Parcel AV-1328-A Daybreak Mesa Drive, Apple Valley, Utah								Plate: 8					
Client: Philip Plum													
Report No: 24-2153-RG3736													

TRENCH LOG										Trench No. 8		Sheet 1 of 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		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								Notes: Groundwater: Not encountered Caving of side walls: None noted					
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													
PROJECT: Parcel AV-1328-A Daybreak Mesa Drive, Apple Valley, Utah					GEM ENGINEERING, INC.			Plate: 9					
Client: Philip Plum													
Report No: 24-2153-RG3736													

TRENCH LOG										Trench No. 9		Sheet 1 of 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		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								Notes: Groundwater: Not encountered Caving of side walls: None noted					
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													
PROJECT: Parcel AV-1328-A Daybreak Mesa Drive, Apple Valley, Utah					GEM ENGINEERING, INC.			Plate: 10					
Client: Philip Plum													
Report No: 24-2153-RG3736													

TRENCH LOG										Trench No. 10		Sheet 1 of 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													
	At, M Sol, C P												
5			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						Notes: Groundwater: Not encountered Caving of side walls: None noted							
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													
PROJECT: Parcel AV-1328-A Daybreak Mesa Drive, Apple Valley, Utah							Plate: 11						
Client: Philip Plum													
Report No: 24-2153-RG3736													

TRENCH LOG										Trench No. 11		Sheet 1 of 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		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								Notes: Groundwater: Not encountered Caving of side walls: None noted					
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													
PROJECT: Parcel AV-1328-A Daybreak Mesa Drive, Apple Valley, Utah								Plate: 12					
Client: Philip Plum													
Report No: 24-2153-RG3736													

LABORATORY TESTS SUMMARY

Sheet 1 of 1

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	--	--	--	--	--	--

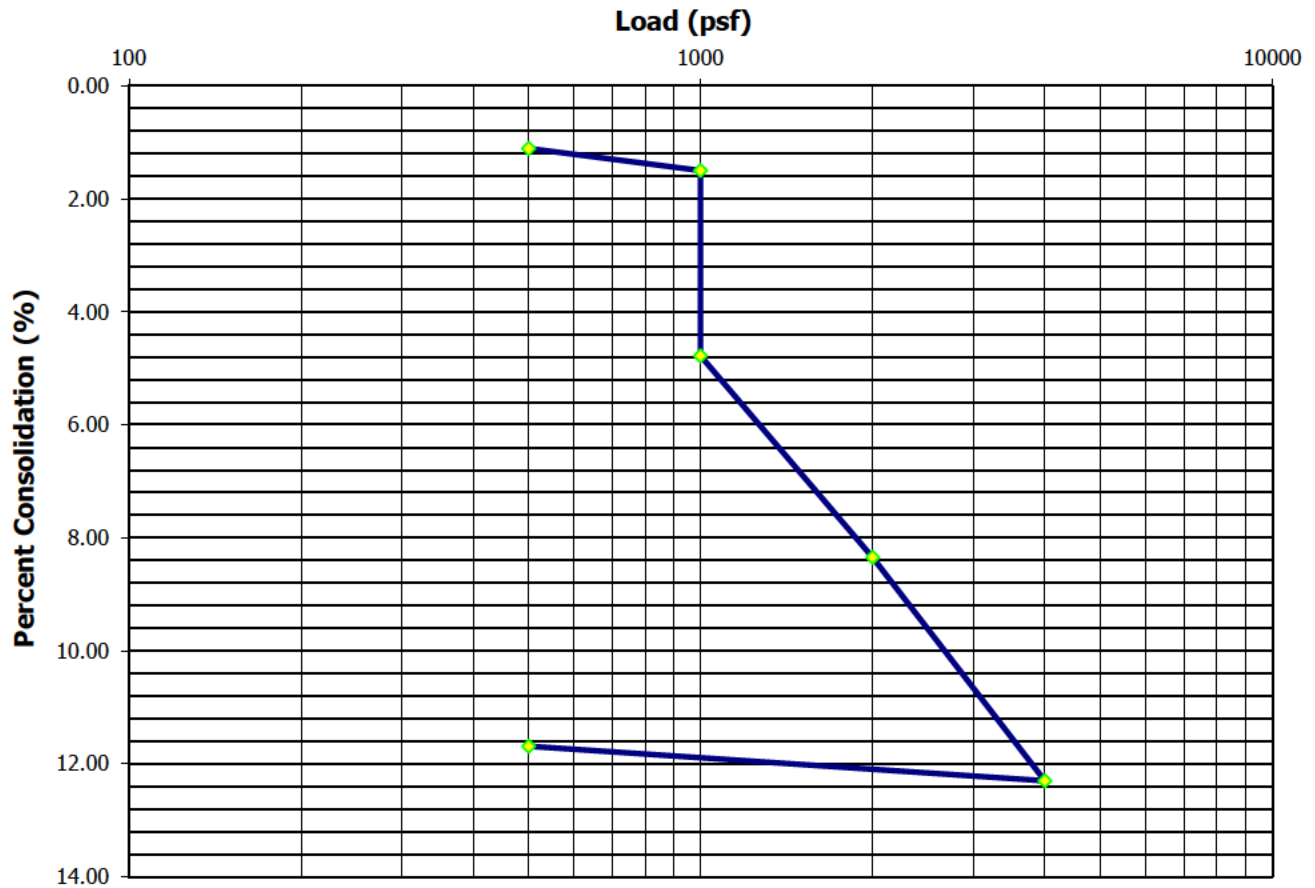
Notes:
 Key: NP = Non Plastic, -- indicates no test performed
 Atterberg Limits are for classification of fine-grained and fine-grained fraction of coarse-grained soils

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

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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 + H ₂ O	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

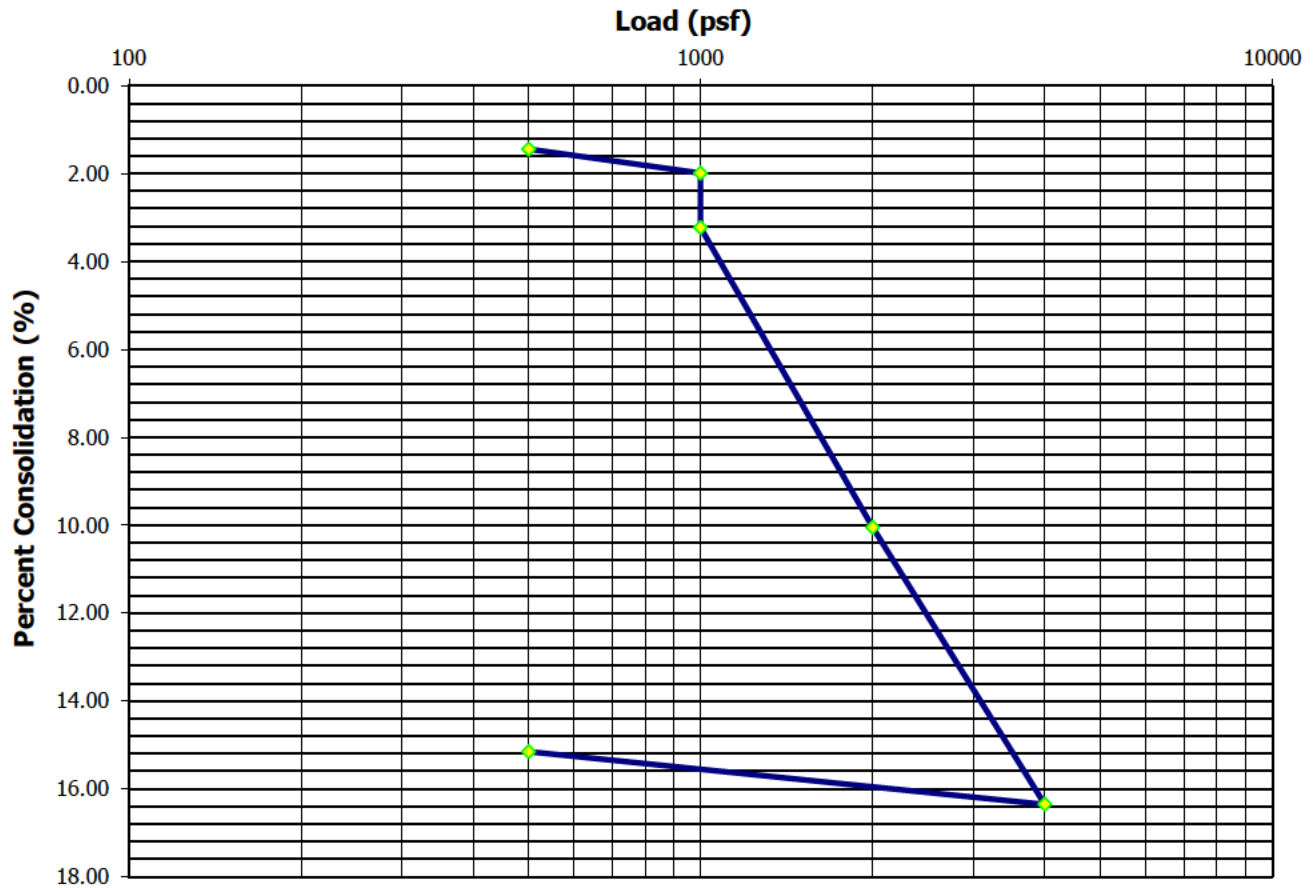
Client: Philip Plum

Report No: 24-2153-RG3736

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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

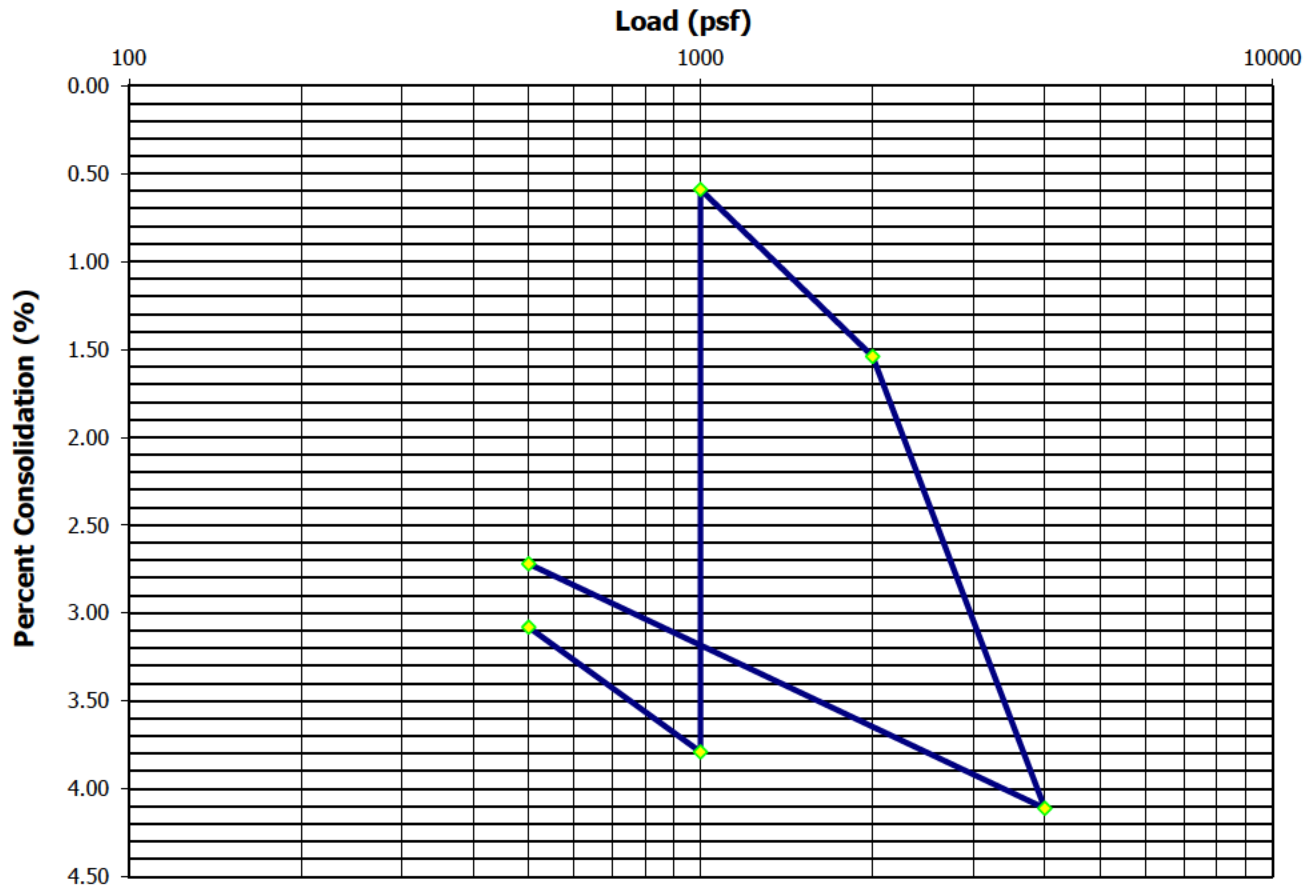
Client: Philip Plum

Report No: 24-2153-RG3736

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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 + H ₂ O	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

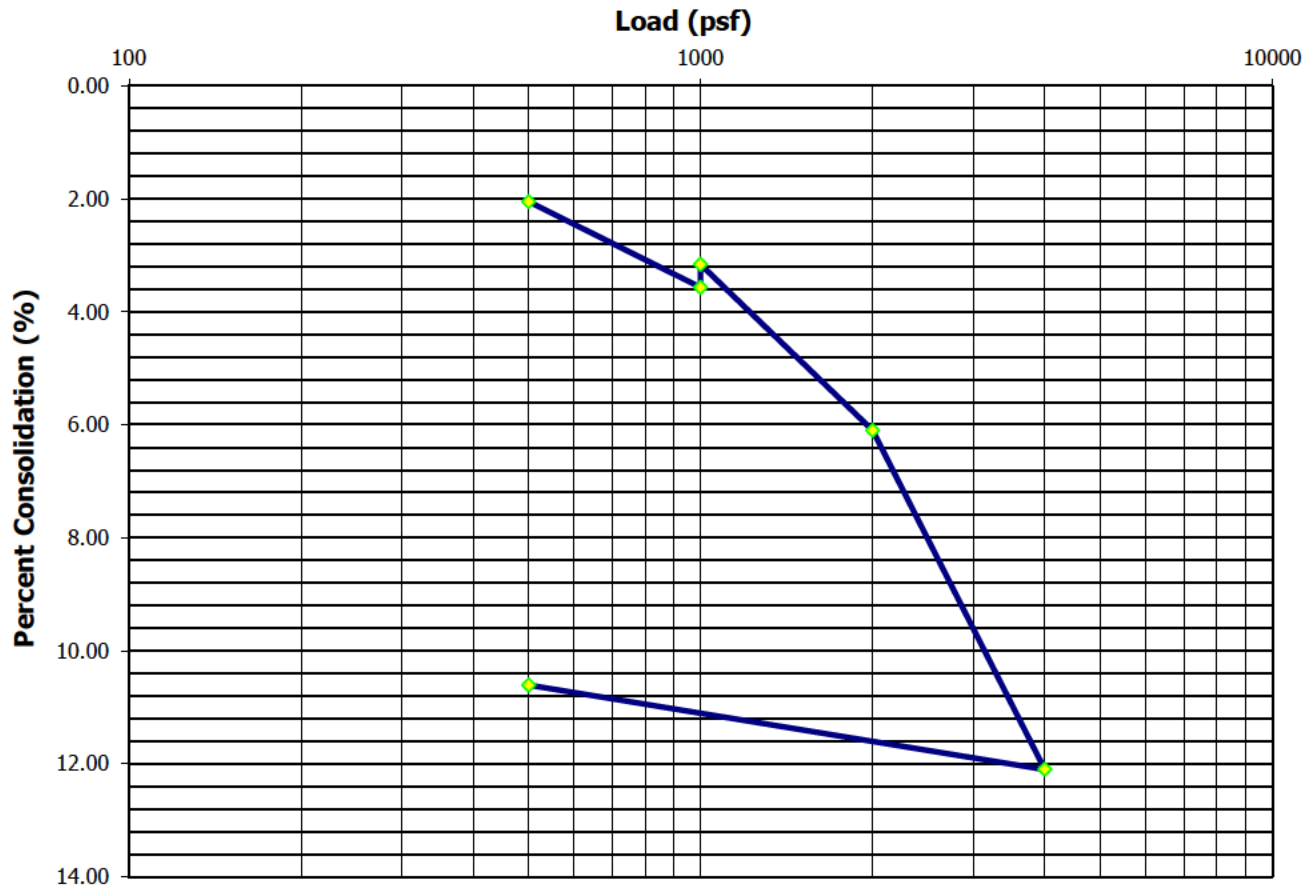
Client: Philip Plum

Report No: 24-2153-RG3736

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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

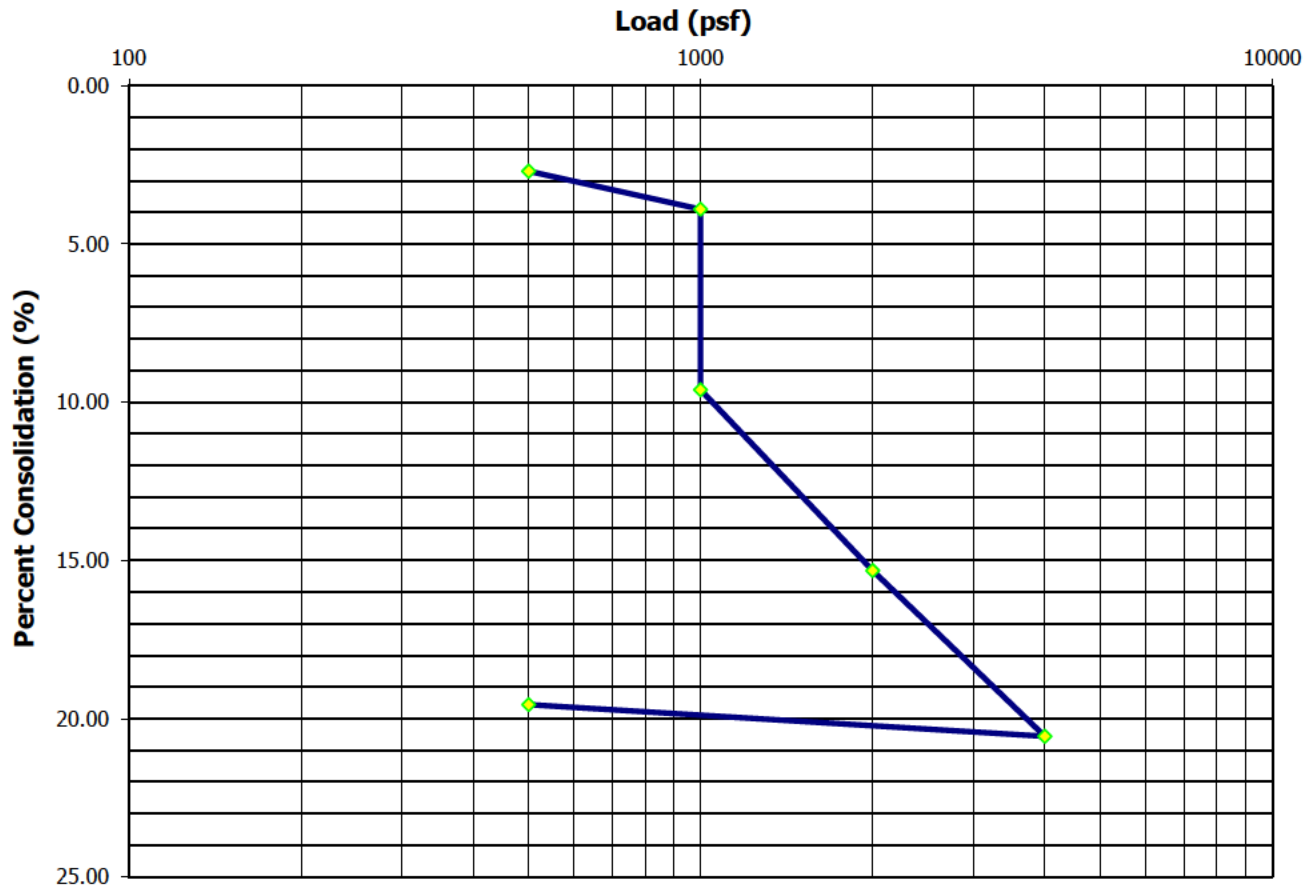
Client: Philip Plum

Report No: 24-2153-RG3736

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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

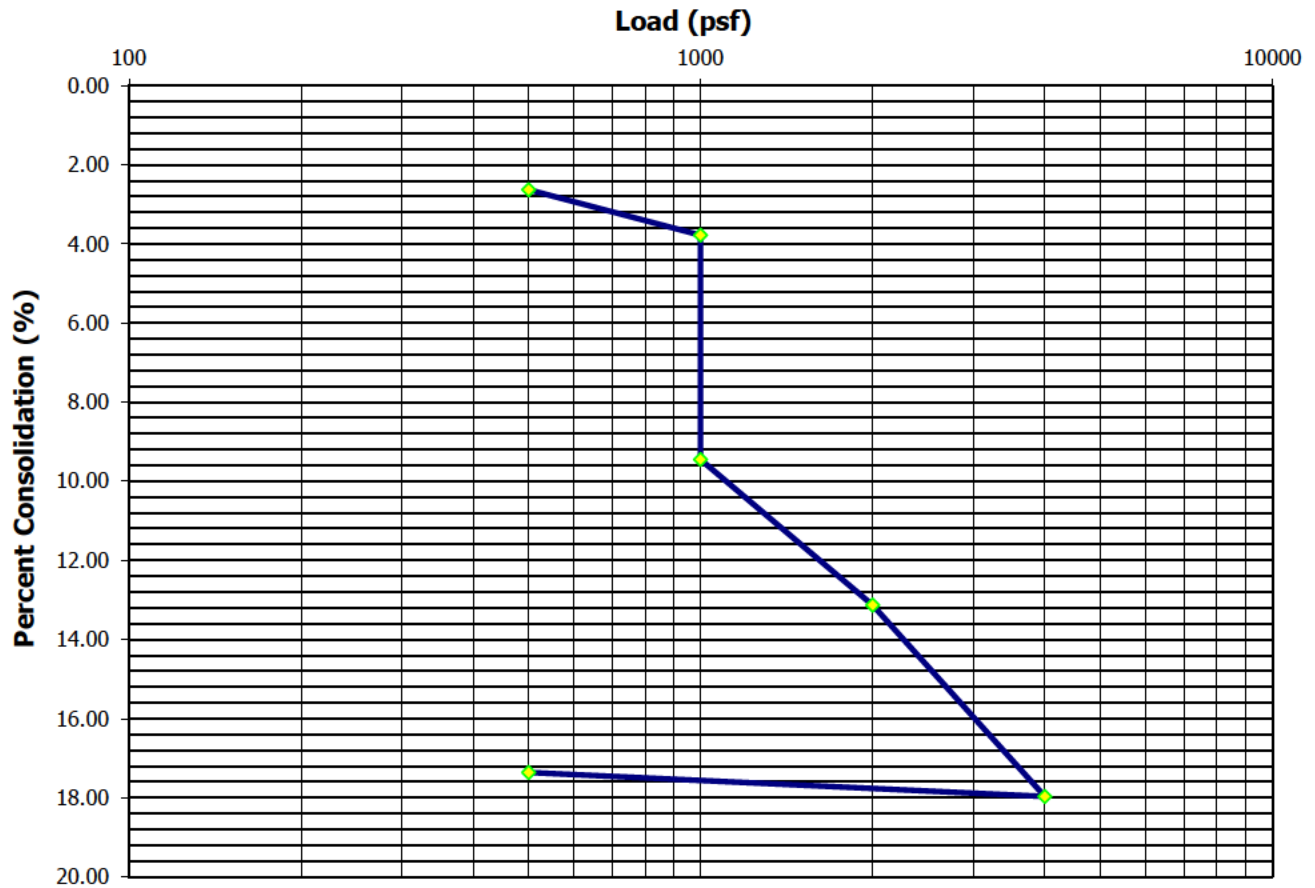
Client: Philip Plum

Report No: 24-2153-RG3736

GEM
ENGINEERING, INC.

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

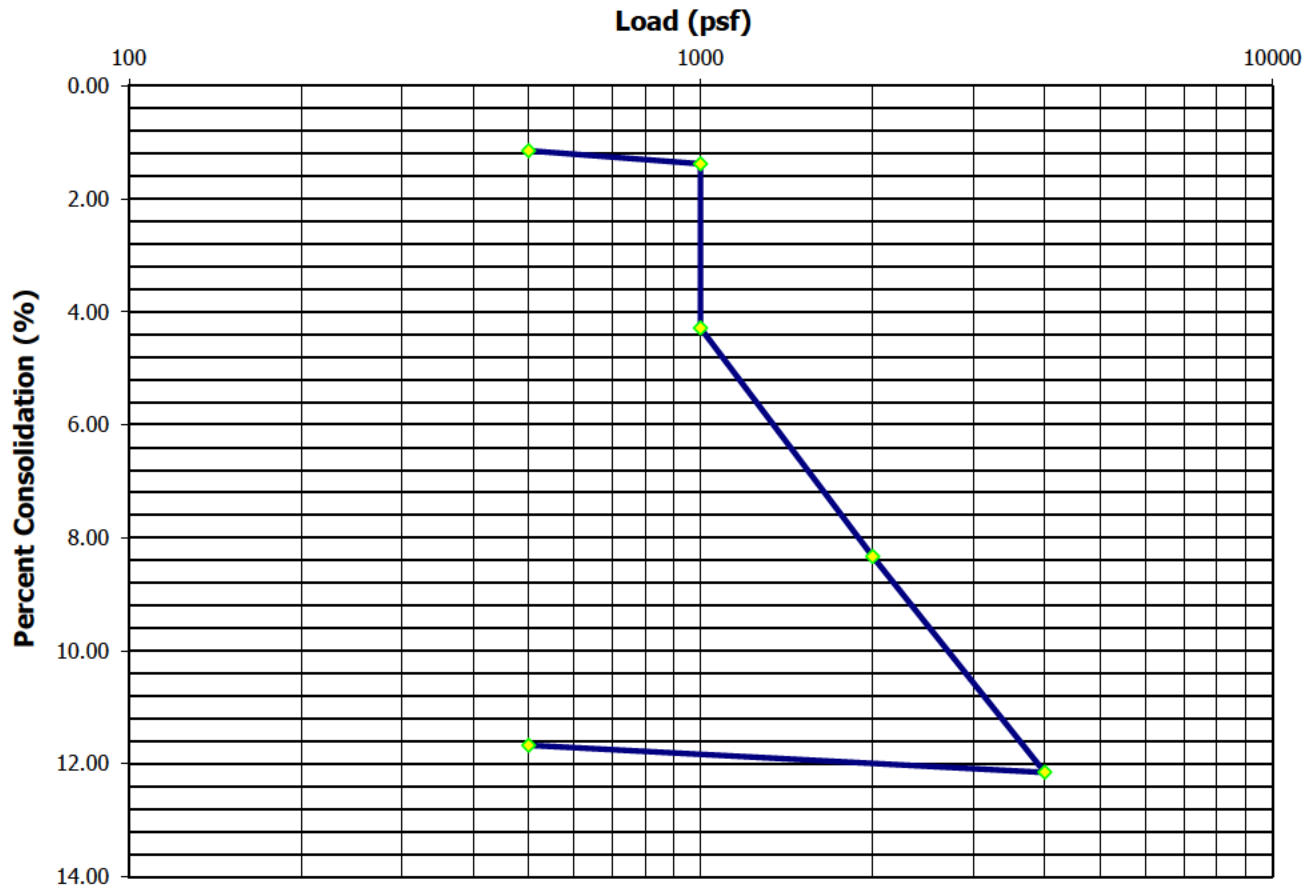
Client: Philip Plum

Report No: 24-2153-RG3736

GEM
ENGINEERING, INC.

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

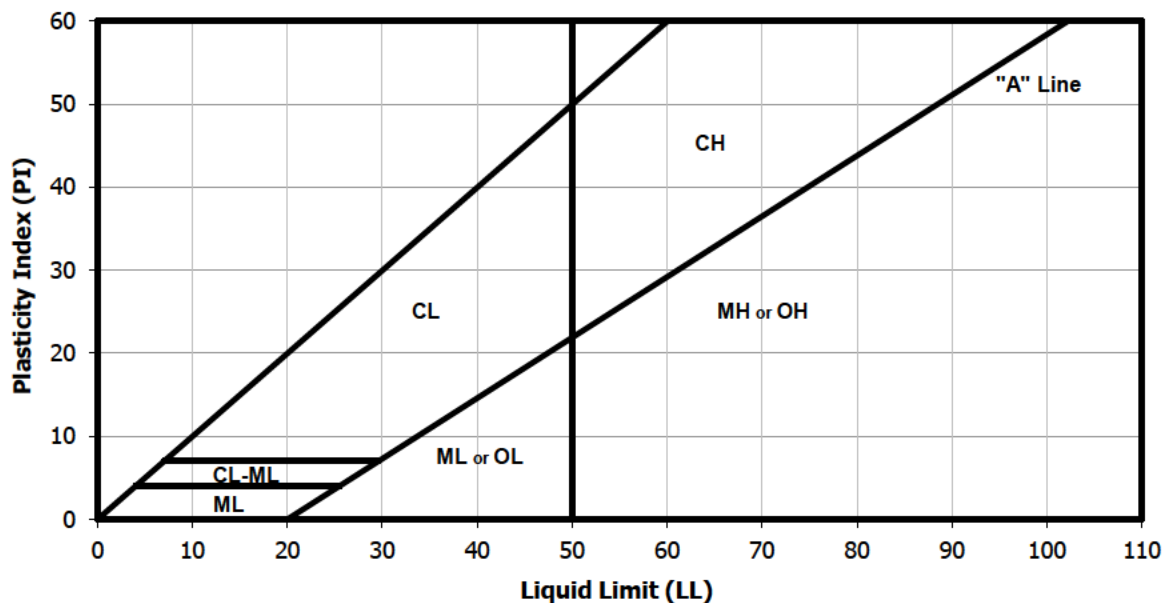
GEM
ENGINEERING, INC.

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	Clean Gravels	GW		Well graded gravels, gravel sand mixtures, little or no fines
	More than 50 % of coarse part is larger than the No. 4 sieve.	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

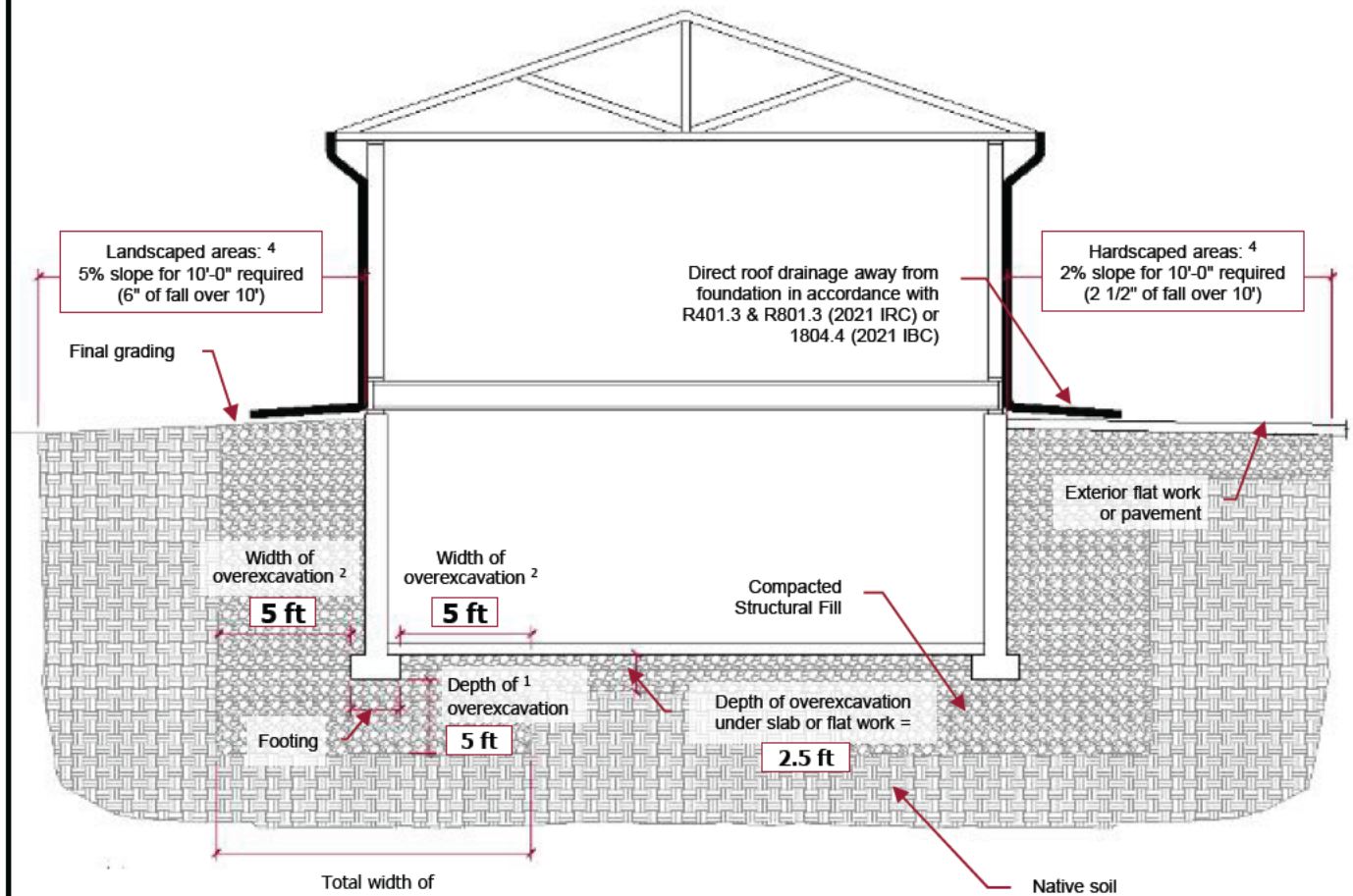
Client: Philip Plum

Report No: 24-2153-RG3736

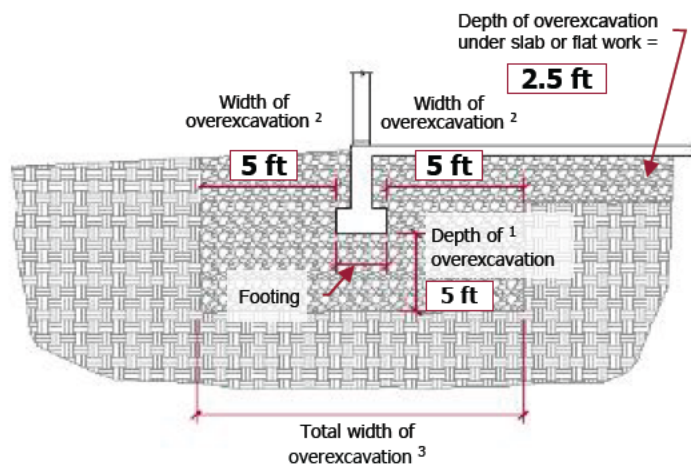
GEM
ENGINEERING, INC.

Plate:
21

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:
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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 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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For reference only:

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.

ALTA OWNER'S POLICY OF TITLE INSURANCE

Policy Number **OY-08000901**

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



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

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

COVERED RISKS

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

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

Issued through the Office of:

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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd. Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

By

President

Attest

Secretary

Southern Utah Title Company

By:

Authorized Signatory

ORT Form 4765

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

07/01/2021

Page 1 of 9

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:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. 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;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. 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
 - e. 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:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. 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
 - ii. 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:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "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.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "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.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "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**

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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.