



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

Fee: \$1,100.00 + Acreage Fee	
1 – 100 Acres:	\$25.00/Acre
101 – 500 Acres:	\$15.00/Acre
501 + Acres:	\$ 5.00/Acre

Zone Change Application

Applications Must Be Submitted A Minimum of 21 Days in Advance of The Planning Commission Meeting

Owner: De La Tierra Holdings LLC		Phone: 801-674-6182	
Address: 100 Norfolk St Apt 6B		Email: anish@hidden-rock.com; dallin@hidden-rock.com	
City: New York		State: NY	Zip: 10002-5418
Agent: (If Applicable)		Phone:	
Address/Location of Property:		Parcel ID:	
Existing Zone: OST & C-3		Proposed Zone: PDO	
For Planned Development Purposes: Acreage in Parcel 729.62		Acreage in Application 525.73	
Reason for the request Commercial development to adjust development agreement			

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

- ☒ A. The name and address of owners in addition to above owner.
- ☒ B. An accurate property map showing the existing and proposed zoning classifications
- ☒ C. All abutting properties showing present zoning classifications
- ☒ D. An accurate legal description of the property to be rezoned
- ☒ E. A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project. **City confirmed we do not require any additional utility will serves letters etc.**
- ☒ F. Stamped envelopes with the names and address of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted **By City**
- ☒ G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- ☒ H. Signed and notarized Acknowledgement of Water Supply (see attached).
NA as we have our own Water Agreement + addendum in place

Official Use Only	Amount Paid: \$	Receipt No:
Date Received: July 17, 2025	Date Application Deemed Complete:	
By: JV	By:	

De La Tierra Holdings							
#	Parcel ID	Owner	Current Zoning	Acreage	Purchase Date	Use	
001.	AV-2194-D	De La Tierra Holdings LLC	PDO	84.08	7/18/22		Hotel
002.	AV-2194-B	De La Tierra Holdings LLC	PDO	17.02	4/19/23		Hotel
003.	AV-2-2-27-432	De La Tierra Holdings LLC	PDO	102.79	5/31/23	Branded Resi	
004.	AV-2196-A-1	De La Tierra Holdings LLC	OST	36.23	6/26/25	Branded Resi	
005.	AV-2169-B	De La Tierra Holdings LLC	OST	15.10	6/26/25	Branded Resi	
006.	AV-2196-F	De La Tierra Holdings LLC	OST	16.66	6/26/25	Branded Resi	
007.	AV-2196-B	De La Tierra Holdings LLC	OST	5.05	6/26/25	Branded Resi	
008.	AV-2-2-28-110	De La Tierra Holdings LLC	OST	19.97	6/26/25	Branded Resi	
009.	AV-2-2-28-120	De La Tierra Holdings LLC	OST	10.64	6/26/25	Branded Resi	
010.	AV-2-2-28-220	De La Tierra Holdings LLC	OST	34.42	6/26/25	Branded Resi	
011.	AV-2-2-28-221	De La Tierra Holdings LLC	OST	0.2	6/26/25	Branded Resi	
012.	AV-2-2-28-240	De La Tierra Holdings LLC	OST	0.97	6/26/25	Branded Resi	
013.	AV-2196-C	De La Tierra Holdings LLC	OST	2.58	6/26/25	Branded Resi	
014.	AV-2196-D	De La Tierra Holdings LLC	OST	21.481		Branded Resi	
015.	AV-2196-E	De La Tierra Holdings LLC	OST	3.00	6/26/25	Branded Resi	
016.	AV-2196-G	De La Tierra Holdings LLC	OST	2.26	6/26/25	Branded Resi	
017.	AV-2196-H	De La Tierra Holdings LLC	OST	10.55	6/26/25	Branded Resi	
018.	AV-2196-I	De La Tierra Holdings LLC	OST	0.05	6/26/25	Branded Resi	
019.	AV-2-2-27-430	De La Tierra Holdings LLC	OST	17.10	6/26/25	Branded Resi	
020.	AV-2-2-27-431	De La Tierra Holdings LLC	OST	10.10	6/26/25	Branded Resi	
20 Total Parcels				410.25 Acres			

Other Property Owners							
#	Parcel ID	Owner	Current Zoning	Acreage	Purchase Date	Use	
021.	AV-2169-A-1	Bitterwater Enterprises LLC	OST	86.67	N/A	Branded Resi	
022.	AV-2195-B	Bitterwater Enterprises LLC	OST	26.06	N/A	Branded Resi	
023.	AV-2194-A	James Tullis	OST	4.77	N/A	Branded Resi	
024.	AV-2194-C	John Lowe	C-3	159.67	N/A	Branded Resi	
025.	AV-2-2-28-230	Premier Western Properties LLC	C-3	42.20	N/A	Branded Resi	
05 Total Parcels				319.37 Acres			

25 Total Parcels				729.62 Acres			
-------------------------	--	--	--	---------------------	--	--	--

Note: To avoid delays in processing your Zone Change request, it is important that all applicable information noted above, along with the fee, is submitted with the application. An incomplete application will not be scheduled for the Planning Commission. Planning Commission meetings are held on the second and fourth Wednesday of each month at 6:00 pm. Submission of a completed application does not guarantee your application will be placed on the next PC meeting agenda. It may be placed on the next available PC meeting agenda.

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

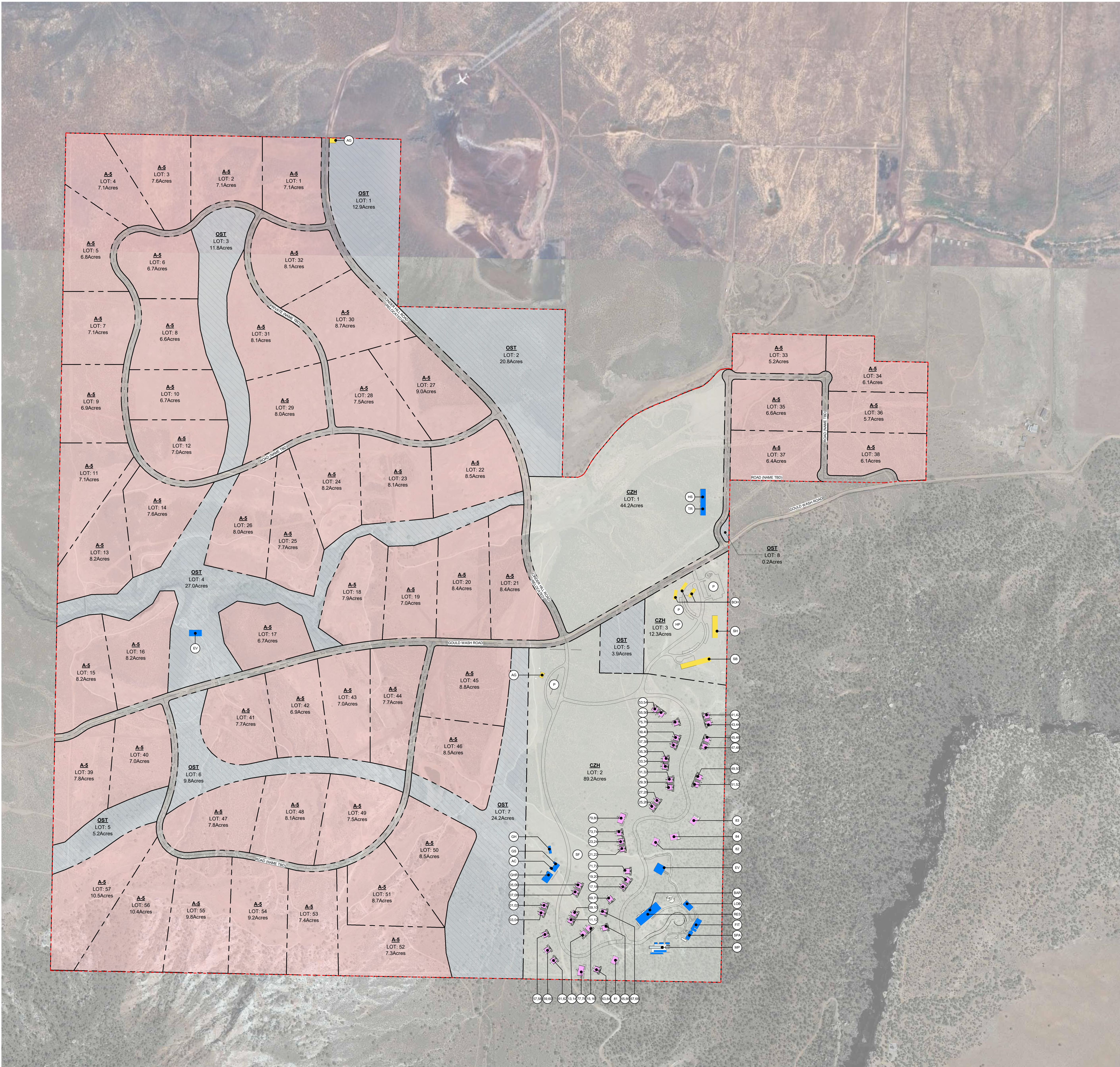
When approving a zone change, the following factors shall be considered by the Planning Commission and Town Council:

1. Whether the proposed amendment is consistent with the Goals, Objectives and Policies of the Town's General Plan;
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property; and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

PROCESS

Contact the Planning Department for when the deadline for submission is. After it is deemed complete, staff will review the request, and prepare a report and recommendation for the Planning Commission. This will be reviewed at a public hearing where the applicant should attend, present the project, and respond to questions from the Planning Commission. Since it is a public hearing, members of the public may also have questions or comments. At the public hearing the Planning Commission will review the application and staff's report and forward a recommendation to the Town Council for approval, approval with modifications, or denial of the zone change application.

Upon receipt of the Planning Commission recommendation, typically 1-2 weeks after the Planning Commission action, the Town Council will consider and act on the Commission's recommendation. The action of the Town Council is final. If denied, a similar application generally cannot be heard for a year.



- HOTEL KEYS

STANDARD ROOM

DELUXE ROOM

1 BEDROOM SUITE

1 BEDROOM VILLA

2 BEDROOM VILLA
- HOTEL ADMIN / BACK OF HOUSE

STORAGE BARN / FIRE HOUSE

SEPTIC LEACH FIELD

STAFF HOUSING

ARRIVAL GATE

PARKING
- HOTEL AMENITIES

ACTIVE CENTER

BAR

EVENT SPACE

FITNESS

GREENHOUSE RESTAURANT

GIFT SHOP/ GALLERY

GREEN HOUSE

HORSE STABLE

LOBBY/ CHECK-IN

MAIN POOL (BAR)

RESTAURANT

SPA/ TREATMENT

TACK ROOM

HELIPAD
- PLANNED DEVELOPMENT ZONING

LEGEND - HOTEL PROGRAM2

LOT ZONING / AREAS			
PARCEL / LOT NO.	AREA	AREA (ACRES)	UNDERLAY ZONING
A-5			
LOT: 1	309,417 SF	7.1 acres	AGRICULTURAL 5 (A-5)
LOT: 2	309,494 SF	7.1 acres	AGRICULTURAL 5 (A-5)
LOT: 3	332,945 SF	7.6 acres	AGRICULTURAL 5 (A-5)
LOT: 4	310,024 SF	7.1 acres	AGRICULTURAL 5 (A-5)
LOT: 5	295,283 SF	6.8 acres	AGRICULTURAL 5 (A-5)
LOT: 6	293,916 SF	6.7 acres	AGRICULTURAL 5 (A-5)
LOT: 7	310,394 SF	7.1 acres	AGRICULTURAL 5 (A-5)
LOT: 8	289,436 SF	6.6 acres	AGRICULTURAL 5 (A-5)
LOT: 9	301,447 SF	6.9 acres	AGRICULTURAL 5 (A-5)
LOT: 10	290,749 SF	6.7 acres	AGRICULTURAL 5 (A-5)
LOT: 11	311,050 SF	7.1 acres	AGRICULTURAL 5 (A-5)
LOT: 12	304,297 SF	7.0 acres	AGRICULTURAL 5 (A-5)
LOT: 13	357,166 SF	8.2 acres	AGRICULTURAL 5 (A-5)
LOT: 14	332,228 SF	7.6 acres	AGRICULTURAL 5 (A-5)
LOT: 15	355,261 SF	8.2 acres	AGRICULTURAL 5 (A-5)
LOT: 16	358,658 SF	8.2 acres	AGRICULTURAL 5 (A-5)
LOT: 17	292,624 SF	6.7 acres	AGRICULTURAL 5 (A-5)
LOT: 18	344,274 SF	7.9 acres	AGRICULTURAL 5 (A-5)
LOT: 19	303,483 SF	7.0 acres	AGRICULTURAL 5 (A-5)
LOT: 20	365,512 SF	8.4 acres	AGRICULTURAL 5 (A-5)
LOT: 21	363,940 SF	8.4 acres	AGRICULTURAL 5 (A-5)
LOT: 22	371,339 SF	8.5 acres	AGRICULTURAL 5 (A-5)
LOT: 23	354,980 SF	8.1 acres	AGRICULTURAL 5 (A-5)
LOT: 24	356,011 SF	8.2 acres	AGRICULTURAL 5 (A-5)
LOT: 25	336,395 SF	7.7 acres	AGRICULTURAL 5 (A-5)
LOT: 26	347,057 SF	8.0 acres	AGRICULTURAL 5 (A-5)
LOT: 27	393,761 SF	9.0 acres	AGRICULTURAL 5 (A-5)
LOT: 28	328,547 SF	7.5 acres	AGRICULTURAL 5 (A-5)
LOT: 29	349,271 SF	8.0 acres	AGRICULTURAL 5 (A-5)
LOT: 30	380,263 SF	8.7 acres	AGRICULTURAL 5 (A-5)
LOT: 31	354,391 SF	8.1 acres	AGRICULTURAL 5 (A-5)
LOT: 32	353,478 SF	8.1 acres	AGRICULTURAL 5 (A-5)
LOT: 33	227,043 SF	5.2 acres	AGRICULTURAL 5 (A-5)
LOT: 34	264,490 SF	6.1 acres	AGRICULTURAL 5 (A-5)
LOT: 35	286,152 SF	6.6 acres	AGRICULTURAL 5 (A-5)
LOT: 36	250,040 SF	5.7 acres	AGRICULTURAL 5 (A-5)
LOT: 37	278,650 SF	6.4 acres	AGRICULTURAL 5 (A-5)
LOT: 38	263,580 SF	6.1 acres	AGRICULTURAL 5 (A-5)
LOT: 39	339,292 SF	7.8 acres	AGRICULTURAL 5 (A-5)
LOT: 40	304,902 SF	7.0 acres	AGRICULTURAL 5 (A-5)
LOT: 41	335,724 SF	7.7 acres	AGRICULTURAL 5 (A-5)
LOT: 42	302,438 SF	6.9 acres	AGRICULTURAL 5 (A-5)
LOT: 43	306,699 SF	7.0 acres	AGRICULTURAL 5 (A-5)
LOT: 44	336,551 SF	7.7 acres	AGRICULTURAL 5 (A-5)
LOT: 45	385,176 SF	8.8 acres	AGRICULTURAL 5 (A-5)
LOT: 46	370,256 SF	8.5 acres	AGRICULTURAL 5 (A-5)
LOT: 47	339,277 SF	7.8 acres	AGRICULTURAL 5 (A-5)
LOT: 48	351,288 SF	8.1 acres	AGRICULTURAL 5 (A-5)
LOT: 49	325,318 SF	7.5 acres	AGRICULTURAL 5 (A-5)
LOT: 50	372,276 SF	8.5 acres	AGRICULTURAL 5 (A-5)
LOT: 51	378,703 SF	8.7 acres	AGRICULTURAL 5 (A-5)
LOT: 52	319,068 SF	7.3 acres	AGRICULTURAL 5 (A-5)
LOT: 53	323,953 SF	7.4 acres	AGRICULTURAL 5 (A-5)
LOT: 54	399,900 SF	9.2 acres	AGRICULTURAL 5 (A-5)
LOT: 55	427,203 SF	9.8 acres	AGRICULTURAL 5 (A-5)
LOT: 56	452,011 SF	10.4 acres	AGRICULTURAL 5 (A-5)
LOT: 57	458,979 SF	10.5 acres	AGRICULTURAL 5 (A-5)
	19,056,061 SF	437.5 acres	

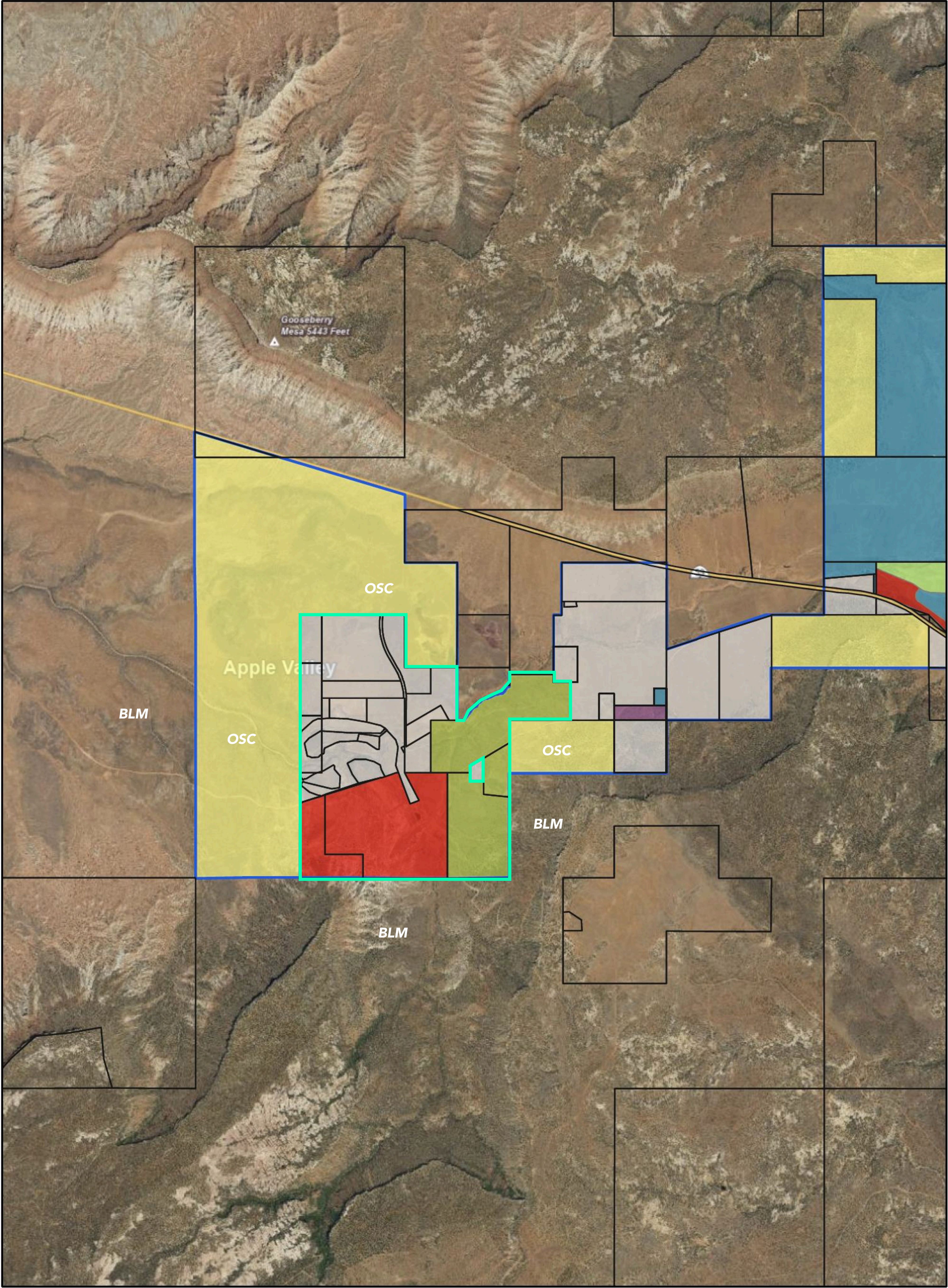
CZH			
LOT: 1	1,927,391 SF	44.2 acres	CABIN ZONE HOTEL (CZH)
LOT: 2	3,887,222 SF	89.2 acres	CABIN ZONE HOTEL (CZH)
LOT: 3	537,403 SF	12.3 acres	CABIN ZONE HOTEL (CZH)
	6,352,016 SF	145.8 acres	
OST			
LOT: 1	562,806 SF	12.9 acres	OPEN SPACE TRANSITION (OST)
LOT: 2	905,548 SF	20.8 acres	OPEN SPACE TRANSITION (OST)
LOT: 3	512,576 SF	11.8 acres	OPEN SPACE TRANSITION (OST)
LOT: 4	1,176,377 SF	27.0 acres	OPEN SPACE TRANSITION (OST)
LOT: 5	168,522 SF	3.9 acres	OPEN SPACE TRANSITION (OST)
LOT: 5	227,823 SF	5.2 acres	OPEN SPACE TRANSITION (OST)
LOT: 6	425,516 SF	9.8 acres	OPEN SPACE TRANSITION (OST)
LOT: 7	1,054,578 SF	24.2 acres	OPEN SPACE TRANSITION (OST)
LOT: 8	9,889 SF	0.2 acres	OPEN SPACE TRANSITION (OST)
	5,043,634 SF	115.8 acres	
GRAND TOTAL	30,451,712 SF	699.1 acres	

LEGEND - LOT ZONING / AREAS NO SCALE3

SITE PLAN DIAGRAM - DLTH MASTERPLAN 1" = 300'-0"

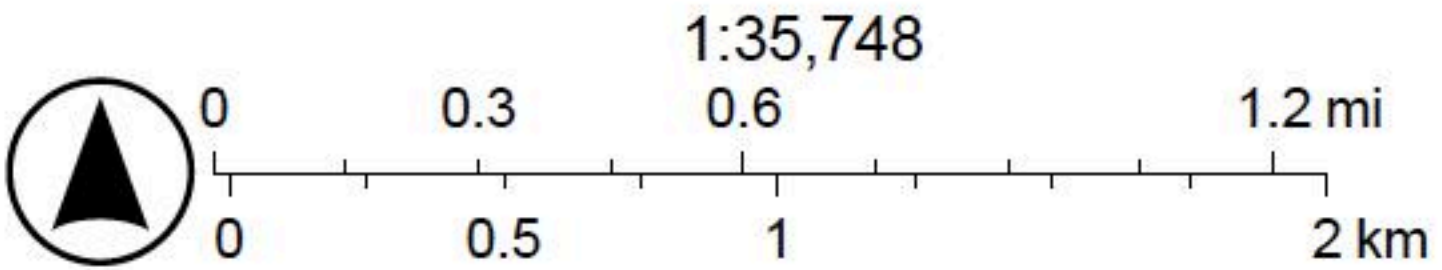
TRUE NORTH

Apple Valley Zoning



4/1/2025, 4:12:03 PM

- | | |
|--------------------------------|-------------------------------|
| Washington County Parcels | OSC – Open Space Conservation |
| Town Boundry | OST – Open Space Transition |
| Zoning Districts | |
| A-40 - Agricultural > 40 Acres | RE-1 – Rural Estate 1 |
| C-2 – Highway Commercial | RE-10 – Rural Estate 10 |
| C-3 – General Commercial | PROPERTY BOUNDRY |



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

1. Exceptions and Reservations, and rights incidental thereto, as reserved by the United States of America by Patent recorded November 3, 1931, as Entry No. 346233, in Book U-7, at Pages 584-585, Official Washington County Records, and wherein it recites in part as follows: (Affects Parcels 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13 and a portion of Parcel 14 and other property) (Not Plotted)

"Reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States."

12. Subject to that certain Decree, recorded June 2, 1964, as Entry No. 121696, in Book S-49, at Pages 94-99, Official Washington County Records, establishing and creating the Washington County Water Conservancy District. (Affects this and other property) (Not Plotted)

13. Subject to existing easement for electric power transmission facilities as are now in existence upon said lands, and rights incidental thereto, as reserved in Warranty Deed recorded April 14, 1983, as Entry No. 248321, in Book 326, at Page 474, Official Washington County Records. (Affects Parcels 1, 2 and 3) (Plotted 30' Easement- Not Blanket Easement)

14. Subject to existing easement for electric power transmission facilities as are now in existence upon said lands, and rights incidental thereto, as reserved in Warranty Deed recorded April 14, 1983, as Entry No. 248322, in Book 326, at Page 475, Official Washington County Records. (Affects Parcels 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, and other property) (Same as Item 13 above)

15. 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) (Not Plotted)

16. Lack of a Right of dedicated access to and from said Land. Right of dedicated access to and from the Land, if any, is not established of record and assurance of such right of dedicated access is excluded from coverage of the Policy.

17. Subject to a Blanket Easement (Development Access including Utilities), executed by and between Kokopelli Homes, L.L.C., Laron W. Hall, Lowe Land Improvement, L.C., John E. Lowe aka John Lowe and Nancy S. Lowe, as GRANTORS and Betty Jean Hall and Betty Jean Hall and Laron W. Hall, as GRANTEE, recorded April 13, 2010, as Doc. No. 20100011935, Official Washington County Records. (Affects Parcels 1, 2, 3 and 4 and other property) (Not Plotted)

18. 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. (Not Plotted)

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. 2019000956, Official Washington County Records. (Not Plotted)

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. 220220053344, Official Washington County Records. (Not Plotted)

Town of Apple Valley, Utah Resolution No. R-2024-36, A Resolution Modifying, Limiting, and Revoking the Delegation of Authority to The Big Plains Water Special Service District, recorded September 13, 2024, as Doc No. 20240028791, Official Washington County Records. (Not Plotted)

19. 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 Clair W. Hall and Betty Jean Hall, recorded February 27, 2014, as Doc. No. 20140005814, Official Washington County Records. (Affects Parcels 1 and 3) (Not Plotted)

20. 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 Clair W. Hall and Betty Jean Hall, recorded November 16, 2015, as Doc. No. 20150039813, Official Washington County Records. (Affects Parcel 2) (Not Plotted)

21. 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) (Not Plotted)

Resolution No. R-2003-857, A Resolution of the County Commission of Washington County, Utah, Authorizing and Approving the Annexation of Certain Real Property into the Ash Creek Special Service District, recorded June 12, 2003, as Entry No. 824223, in Book 1554, at Pages 102-106, Official Washington County Records. (Affects this and other property) (Not Plotted)

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. (Not Plotted)

Ash Creek Special Service District Apple Valley Annexation, recorded November 30, 2022, as Doc. No. 20220051468, Official Washington County Records. (Not Plotted)

Resolution No. R-2024-3352, A Resolution Annexing the Property Within the Municipal Limits of the Town of Virgin into Ash Creek Special Service District, recorded December 5, 2024, as Doc. No. 20240038611, Official Washington County Records. (Not Plotted)

Ash Creek Special Service District Town of Virgin Annexation, recorded December 5, 2024, as Doc. No. 20240038612, Official Washington County Records. (Not Plotted)

22. 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 December 2, 1965, as Entry No. 126362, in Book S-58, at Page 487, Official Washington County Records. (Affects Parcels 3, 4, 6, 7, 8, 9, 10, 11, 14 and other property) (Plotted)

23. Subject to a Grant of Easement and Right of Way in favor of United States of America, Department of the Interior, Bureau of Land Management for a 1 1/4 inch plastic water pipeline Oak Spring Pipeline Job #4078 and rights incidental thereto recorded February 13, 1974, as Entry No. 159465, in Book 149, at Pages 37-38, as shown on Official Washington County Records described as follows: (Affects Parcel 11, 19 and other property) (Not on this Survey)

24. Subject to a Water Well Conveyance & Easement Deed as set forth on Instruments recorded November 30, 1981, as Entry No. 233432, in Book 301, at Page 951 and recorded August 20, 1984, as Entry No. 265351, in Book 356, at Pages 745-748, as shown on the Official Washington County Records, more particularly described as follows: (Affects Parcels 3, 4, 6, 7, 8, 9, 10, 11, 14 and other property) (Not on this Survey)

"1. 10.00 by 10.00 foot well site "fee simple" at the following described point of diversion, and located within the Southeast Quarter Southeast Quarter (SE¼SE¼) of Section 28, Township 42 South, Range 13 West, Salt Lake Base and Meridian, more particularly described as follows, to-wit:

2. A right of way for adequate egress and ingress from existing County Roadway Easement to the well described in #1 above, being 7.50 feet in width on each side of the following described centerline, to-wit:

3. A right of way from existing County Roadway over and across easement described in #2 above for the purpose of pipelines, water diversionary facilities, power lines, or any other necessary utility.

4. Right of way easement for water transmission lines and utility easements from existing well in #1 above, being 7.50 feet in width on each side of the following described centerline, to-wit."

25. Subject to the location of a Right-of-Way traversing in a Northeasterly/Southwesterly direction through a portion of said property as disclosed by Washington County Ownership Plats.

26. 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 LARON W. HALL, recorded January 17, 2014, as Doc. No. 20140001779, Official Washington County Records. (Affects Parcel 4) (Not a survey issue)

27. Subject to an Agreement for Easement and Right of Way, dated November 25, 1939, in favor of the United States of America, for the construction of one half mile of roadway with two cattle guards and gates, including the right of ingress and egress, and rights incidental thereto, as set forth in Instrument recorded January 9, 1939, as Entry No. 53833, in Book U-9, at Page 392, Official Washington County Records, said easement and right of way over the subject lot, piece or parcel of land and situate, lying and being in the County of Washington, State of Utah, bounded and particularly described as follows: (Affects Parcel 5) (Not on this Survey)

One half mile 18 feet in width through the East Section of the Southwest Quarter (SW¼) of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian.

28. 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 April 29, 1970, as Entry No. 140504, in Book 92, at Page 527, Official Washington County Records. (Affects Parcel 5) (Not on this Survey)

30. Subject to Acknowledgment and Notice of Acknowledgment of Acceptance of R.S. 2477 Right-of-Way Grant, known as Little Creek Mountain Road, and rights incidental thereto, as set forth in Instrument recorded May 12, 2008, as Doc No. 20080019355, Official Washington County Records. (General Easement – exact location not disclosed) (Affects Parcel 5) (Not on this Survey)
31. Subject to the location of an existing right of way traversing in a Southeasterly/Northwesterly direction through a portion of said property, as disclosed on the Official Ownership Plats on file in the Office of the Recorder of Washington County, State of Utah. (Affects Parcel 5) (Not on this Survey)
32. Subject to a Reservation and an Easement in favor of UTAH SOUTH VINEYARDS, LLC, a Utah Limited Liability Company, for the right to drill two wells and a 15-foot easement for ingress and egress to each well, and rights incidental thereto, as reserved on Warranty Deed recorded December 16, 2022, as Doc No. 20220053424, Official Washington County Records, which recites, in part, as follows: (Affects Parcel 5) (Not on this Survey)
"Reserving unto Grantor the right to drill two wells, the center points described as:
Well 1: 1235 feet and East 1200 feet from the Southwest Corner of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian, and
Well 2: 1257 feet and East 1176 feet from the West 1/4 Corner of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian.
Together with a 150 non contamination radius around each center point, and a 15 foot easement for ingress and egress to each well."
33. Trust Deed, dated May 30, 2023, executed by DE LA TIERRA HOLDINGS LLC, as TRUSTOR, to SUTHERLAND TITLE COMPANY, as TRUSTEE, in favor of DRP MANAGEMENT, INC. PROFIT SHARING PLAN, as to an undivided 43% interest, A.W. HARDY FAMILY INVESTMENTS LTD, as to an undivided 43% interest and J. GORDON CASEY AND MERRILLYN CASEY, Trustees or their successors in Trust, of THE CASEY LIVING TRUST, dated November 20, 2018, as to an undivided 14% interest, as BENEFICIARY, to secure the payment of \$2,832,500.00 and interest, recorded May 31, 2023, as Doc No. 20230015928, Official Washington County Records. (Affects Parcels 5, 6 and 16) (Not Survey Issue)
34. Subordination Agreement, dated May 31, 2023, executed by DE LA TERRA HOLDINGS, LLC, a Utah limited liability company, as TRUSTOR, to SUTHERLAND TITLE COMPANY, as TRUSTEE, in favor of GIDC, LLC, as BENEFICIARY, to subordinate the lien of said Trust Deed to the lien of the Deed of Trust recorded as Doc No. 20230015929, Official Washington County Records. (Affects Parcel 16) (Not Survey Issue)
35. Assignment of Deed of Trust, from J. GORDON CASEY AND MERRILLYN CASEY, Trustees or their successors in Trust, of THE CASEY LIVING TRUST, dated November 20, 2018, as to an undivided 14% interest, to DRP MANAGEMENT, INC. PROFIT SHARING PLAN, as to an undivided 7% interest, A.W. HARDY FAMILY INVESTMENTS LTD, as to an undivided 7% interest, recorded April 22, 2024, as Doc No. 20240012195, Official Washington County Records. (Affects Parcels 5, 6 and 16) (Not Survey Issue)
36. Second Trust Deed, dated May 30, 2023, executed by DE LA TERRA HOLDINGS, LLC, a Utah limited liability company, as TRUSTOR, to SUTHERLAND TITLE COMPANY, as TRUSTEE, in favor of GIDC, LLC, as BENEFICIARY, to secure the payment of \$515,000.00 and interest, recorded May 31, 2023, as Doc No. 20230015929, Official Washington County Records. (Affects Parcel 16) (Not Survey Issue)
37. Water Agreement, dated June 26, 2924, executed by and between BIG PLAINS WATER SPECIAL SERVICE DISTRICT, a Utah Special Service District ("Big Plains"), APPLE VALLEY TOWN, ("Town"), a Utah municipal corporation, and HIDDEN ROCK DEVELOPMENT GROUP, a Utah limited liability company ("Developer"), and subject to the terms, conditions and recitals contained therein, recorded July 18, 2024, as Doc No. 20240022673, Official Washington County Records. (Affects Parcels 5, 6 and 16) (Not on this Survey)
38. Development Agreement for OCUITA ROCK, dated June 26, 2024, between TOWN OF APPLE VALLEY, a Utah municipal corporation of the State of Utah ("Town"), and HIDDEN ROCK DEVELOPMENT GROUP, a Utah limited liability company ("Developer"), and subject to the terms, conditions and recitals contained therein, recorded July 18, 2024, as Doc No. 20240022674, Official Washington County Records. (Affects Parcels 5, 6 and 16) (Not Survey Issue)
39. First Development Agreement Addendum, dated September 25, 2024, by and between HIDDEN ROCK DEVELOPMENT GROUP, ("Developer"), and TOWN OF APPLE VALLEY ("Town"), and subject to the terms and conditions contained therein, recorded January 28, 2025, as Doc No. 20250002945, Official Washington County Records. (Affects Parcels 5, 6 and 16) (Not Survey Issue)
40. First Water Agreement Addendum, dated September 25, 2024, by and between HIDDEN ROCK DEVELOPMENT GROUP, ("Developer") and BIG PLAINS WATER SPECIAL SERVICE DISTRICT, a Utah Special Service District ("District"), and subject to the terms and conditions contained therein, recorded January 28, 2025, as Doc No. 20250002946, Official Washington County Records. (Affects Parcels 5, 6 and 16) (Not on this Survey)
41. Subject to an Agreement for Easement and Right of Way, dated November 25, 1939, in favor of the United States of America, for the construction of one half mile of roadway with two cattle guards and gates, including the right of ingress and egress, and rights incidental thereto, as set forth in Instrument recorded January 9, 1939, as Entry No. 53833, in Book U-9, at Page 392, Official Washington County Records. (Affects Parcel 6) (Not on this Survey)
42. 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 April 29, 1970, as Entry No. 140504, in Book 92, at Page 527, Official Washington County Records. (Affects Parcel 6) (Not on this Survey)
43. Subject to the terms and conditions contained in that certain Deed of Partial Reconveyance, creating a Water Line Easement and Access Easement, recorded August 9, 2010, as Doc No. 20100026325, Official Washington County Records. (Affects Parcels 7, 14 and 15) (Plotted)
44. Subject to Terms and Conditions of that certain Blanket Easement (Development Access Including Utilities, and rights incidental thereto, recorded April 13, 2010, as Doc No. 20100011935, Official Washington County Records. (Affects Parcels 2, 3, 4, 8, 9, 11, 12, 13 and 19) (Not Plotted-Blanket Easement)
45. Terms and Conditions of that certain Notice of Option, recorded April 13, 2010, as Doc No. 20100011937, Official Washington County Records. (Affects Parcel 13) (Not a Survey Issue)
46. Deed of Trust, dated September 9, 2010, executed by LOWE LAND IMPROVEMENT, LC, as TRUSTOR, to ZIONS FIRST NATIONAL BANK, as TRUSTEE and BENEFICIARY, to secure the payment of \$1,462,500.00 and interest, recorded September 13, 2010, as Doc No. 20100030494, Official Washington County Records. (Affects Parcels 11 and 12) (Not a Survey Issue)
47. Substitution of Trustee, recorded March 16, 2011, as Doc No. 20110008067, Official Washington County Records, State of Utah, wherein MICHAEL W. SPENCE, ESQ, of RAY QUINNEY & NEBEKER P.C., is designated as Successor Trustee under said Deed of Trust. (Not a Survey Issue)
48. Notice of Default, under the terms of said Deed of Trust recorded on March 16, 2011, as Doc No. 20110008068, Official Washington County Records. (Not a Survey Issue)
49. Subject to an Access and Utility Easement in favor of JOHN E. LOWE, for a Sixty-Six (66) foot wide non-exclusive access and utility easement for travel, ingress and egress of any kind and for utilities over and across Parcel 11 and 12 described herein, This easement shall be perpetual and shall run to the benefit of JOHN E. LOWE, his authorized representatives, and his successors in ownership. This access, ingress and egress, and Utility Easement will run on Parcel 1 and North to South and be located on the East property line. Additionally a cart path easement for golf cart travel shall be located just South of the Goulds Wash on Parcel 11 and shall run from East to West to allow for Golf Cart travel across Parcel 11. A general access and utility easement shall be located on Parcel 12 on the North end of Parcel 12, and rights incidental thereto, as set forth in Instrument recorded September 13, 2010, as Doc No. 20100030547, Official Washington County Records. (Affects Parcels 11 and 12) (Plotted)
50. Subject to a Right of Way Easement, in favor of PacifiCorp, an Oregon corporation, its successors and assigns, for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of underground electric transmission, distribution and communications circuits, and rights incidental thereto, by Instrument recorded December 9, 2015, as Doc No. 20150042515, Official Washington County Records. (Affects Parcels 4, 11 and 14) (Plotted)
51. The effects of Notice of Mortgage, executed by PacifiCorp, an Oregon corporation, dba Rocky Mountain Power, recorded April 18, 2016, as Doc No. 20160013404, Official Washington County Records. (Not a Survey Issue)
52. Trust Deed, dated October 27, 2011, executed by KKP PROPERTIES,LLC as TRUSTOR, to RAND LUNCFORD, as TRUSTEE, in favor of JOHN E. LOWE, as BENEFICIARY, to secure the payment of \$1,000,000.00 and interest, recorded October 27, 2011, as Doc No. 20110032766, Official Washington County Records. (Affects Parcel 16 and other property) (Not a Survey Issue)
53. The Beneficial interest under said Trust Deed appears to have merged with the Fee Simple Title, if such be the case, then a Deed of Reconveyance must be recorded in Order to evidence the same.

47. Subject to all matters, items, narrative, legend, and other physical data, as set forth on Record of Survey performed by Cornerpoint Professional Land Surveyors Inc., and Certified by Michael W. Purdy, Professional Land Surveyor, State of Utah, License No. 334571, recorded July 18, 2021, as Entry No. RS008380-21, Official Washington County Records. (Affects Parcel 16 and other property)

48. Any discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct Survey would disclose. (Affects Parcels 1, 2, 3, 4, 7, 8, 9, 10, 13, 18, 19)

THIS PURPOSE OF THIS SURVEY IS TO MARK THE CORNERS OF THE PARCEL ON THE GROUND. THIS AMENDMENT IS ADDED TO INCLUDE PARCEL AV-2196-D AS PART OF THE BOUNDARY.

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WESTERLY LINE OF THE EAST HALF OF SECTION 28, T42S, R12W OF THE SALT LAKE BASE AND MERIDIAN, MARKED AT THE NORTH END AND SOUTH END BY 2.5 INCH 1909 G.L.O. BRASS CAPS, SAID LINE BEARS SOUTH 00°02'37" EAST A DISTANCE OF 5277.69 FEET.

THE NINE (9) SECTION CORNER MONUMENTS AS WELL AS MONUMENTS AT ALL OF THE BOUNDARY CORNERS EXCEPT FOR ONE (1) WERE FOUND. THE FOUND CORNERS FIT WITH THE DEEDS AND WERE HELD FOR POSITION. THE REMAINING CORNER WAS SET PER THE DEED.

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

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 28 MARKED BY A 2.5 INCH 1909 GLO BRASS CAP, WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 28, MARKED BY A 2.5 INCH 1909 GLO BRASS CAP BEARS SOUTH 00°02'37" EAST A DISTANCE OF 5277.69 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE NORTH 00°04'35" WEST ALONG THE WESTERLY LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 1317.32 FEET TO THE EAST-WEST CENTERLINE OF SAID SOUTHEAST QUARTER AND A NO. 5 REBAR WITH PLASTIC CAP STAMPED "PLS334569";

THENCE NORTH 89°58'23" EAST ALONG SAID EAST-WEST CENTERLINE A DISTANCE OF 2637.26 FEET TO THE EASTERLY LINE OF SAID SECTION 21 AND A NO. 4 REBAR WITH PLASTIC CAP STAMPED "B&C LS4490";

THENCE SOUTH 00°03'23" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 1317.94 FEET TO THE SECTION CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, MARKED BY 2.5 INCH 1909 G.L.O. BRASS CAP;

THENCE NORTH 89°55'04" EAST ALONG THE NORTHERLY LINE OF SAID SECTION 27 A DISTANCE OF 1320.19 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 AND A NO. 4 REBAR WITH PLASTIC CAP ILLLEGIBLE;

THENCE SOUTH 00°04'17" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 1319.48 FEET TO THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND A NO. 4 REBAR WITH PLASTIC CAP STAMPED "PRATT E BET 4804865";

THENCE SOUTH 89°54'47" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 659.92 FEET TO THE EASTERLY LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 AND A NO. 4 REBAR WITH PLASTIC CAP STAMPED "ROSENBERG";

THENCE SOUTH 00°04'51" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 1319.51 FEET TO THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 27 AND A NO. 5 REBAR WITH PLASTIC CAP STAMPED "ROSENBERG";

THENCE SOUTH 89°54'37" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 659.84 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 27 AND A NO. 5 REBAR WITH PLASTIC CAP STAMPED "SURVEYOR222";

THENCE ALONG THE BOUNDARY OF PARCEL AV-2196-D THE FOLLOWING THREE COURSES:

1. SOUTH 27°53'34" EAST A DISTANCE OF 786.72 FEET TO A NO. 5 REBAR WITH PLASTIC CAP STAMPED "CONERPOINT PLS 334571";
2. THENCE SOUTH 72°25'24" WEST A DISTANCE OF 246.40 FEET TO A POINT IN AN OLD BUILDING, NOTHING SET;
3. THENCE NORTH 20°32'06" WEST A DISTANCE OF 821.67 FEET TO THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28 AND A NO. 5 REBAR WITH PLASTIC CAP STAMPED "CONERPOINT PLS 334571";

THENCE SOUTH 89°53'55" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 53.17 FEET TO THE SOUTHERLY LINE OF PARCEL AV-2194-A AND A NO. 4 REBAR WITH PLASTIC CAP ILLLEGIBLE;

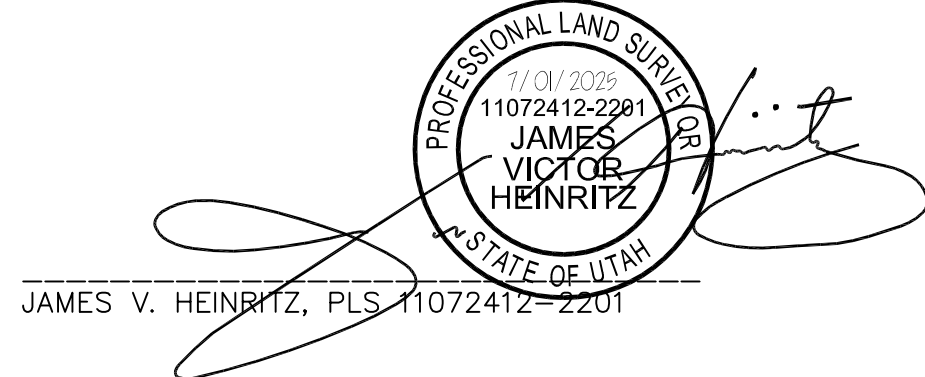
THENCE SOUTH 72°39'54" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 2545.52 FEET TO THE WESTERLY LINE OF SAID EAST HALF OF SECTION 28 AND A NO. 4 REBAR WITH PLASTIC CAP STAMPED "B&C LS4490;

THENCE NORTH 00°02'37" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 3397.31 FEET THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 14,125,401 SQUARE FEET OR 324.275 ACRES.

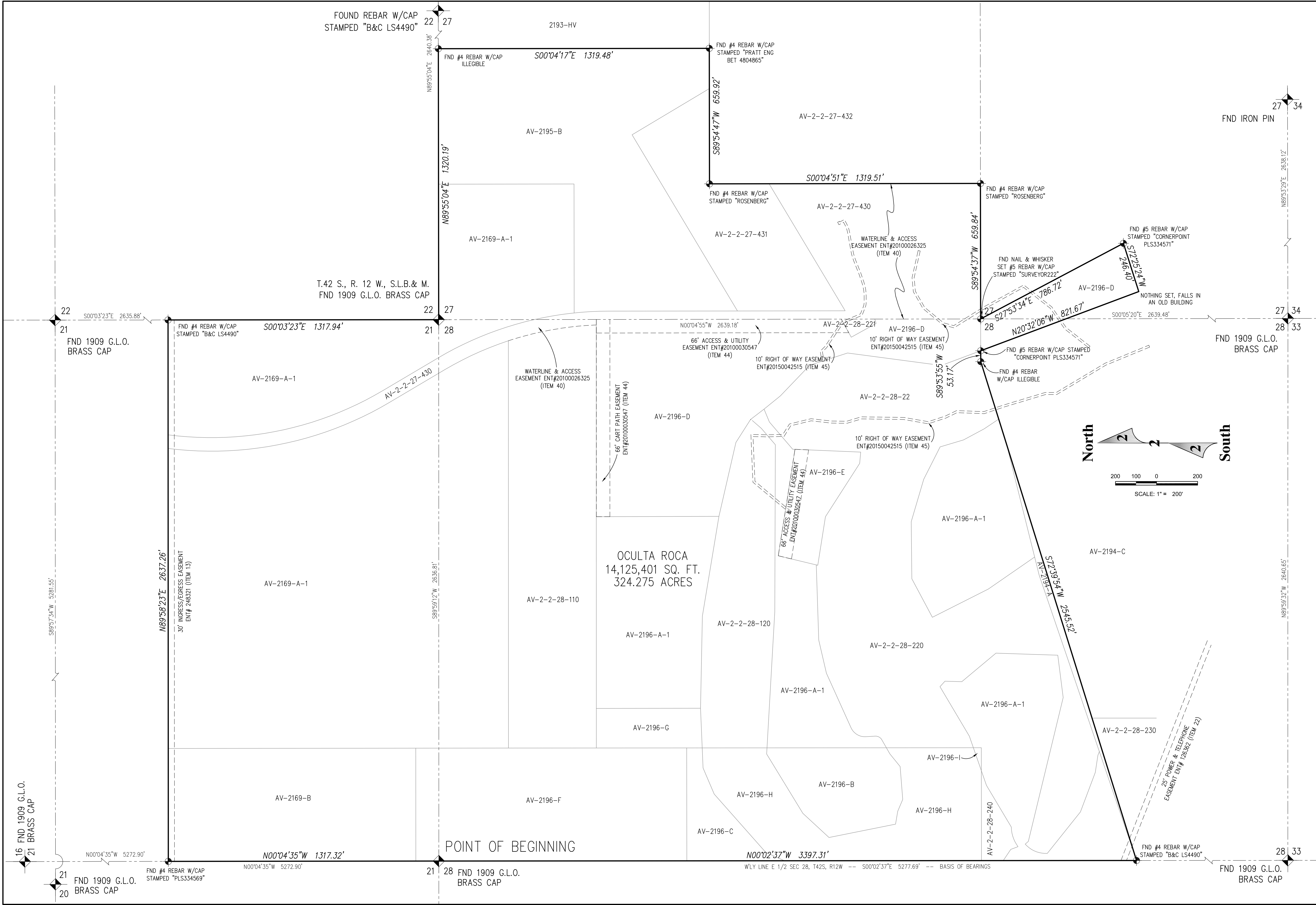
1. ALL DIMENSIONS SHOWN ARE IN US SURVEY FEET AND DECIMALS THEREOF.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR 222. ALL INFORMATION REGARDING RECORD EASEMENTS, BOUNDARIES, ADJOINERS AND OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO THE TRACT SHOWN HEREON WAS PROVIDED BY OLD REPUBLIC TITLE COMMITMENT FILE # 234930, EFFECTIVE MAY 28, 2025 AT 7:00 AM. AND FROM THE COUNTY OFFICES.

I, JAMES V. HEINRICH, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 11072412-2201, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, HEREBY CERTIFY THAT THIS MAP REPRESENTS A SURVEY MADE UNDER MY DIRECTION OF A PARCEL OF LAND, LOCATED IN WASHINGTON COUNTY, UTAH, IN ACCORDANCE WITH SECTION 17-23-17. MONUMENTS WILL BE PLACED AS REPRESENTED ON THIS PLAT. THE LEGAL DESCRIPTION AND PLAT ARE TRUE AND CORRECT.



JAMES V. HEINRITZ, PLS #1072412-2201

[illegible]



SURVEYOR222
PROFESSIONAL
LAND SURVEYORS
St. George
UTAH 84790
801-230-8081
WWW.SURVEYOR222.COM


SPOT-ON SURVEYING

REVISION	DATE	DATE	DATE	DATE

AMENDED RECORD OF SURVEY for OCULTA ROCA

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

DRAWN BY: JvH

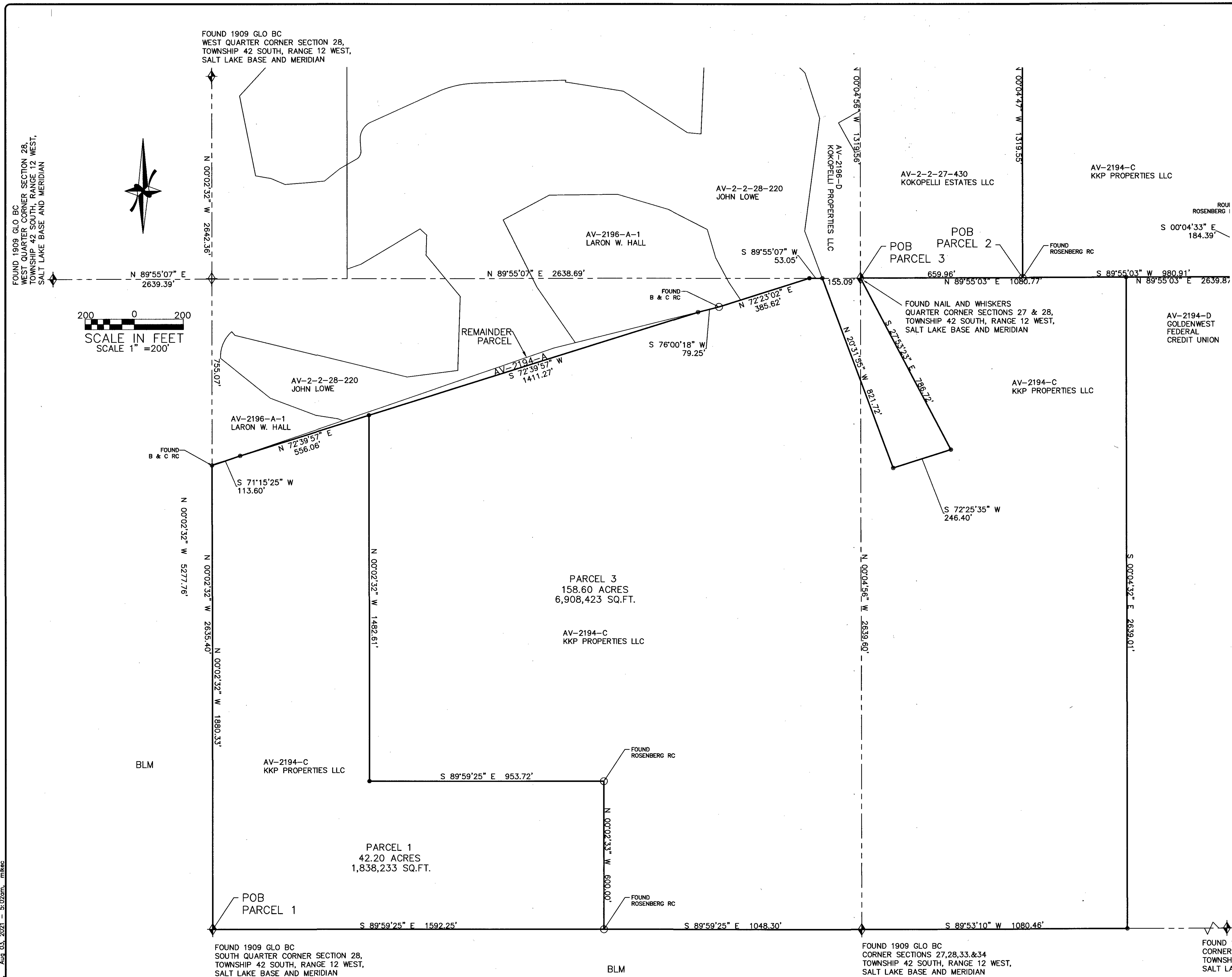
CHECKED BY: IMH

DATE: 07/01/2025

PROJECT NO.: 2222

SCALE: 1"=200'

PAGE 2 OF 2



SURVEYOR'S CERTIFICATE

I, MICHAEL W. PURDY A REGISTERED UTAH LAND SURVEYOR DO HEREBY CERTIFY THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. 334571. I FURTHER CERTIFY THAT THIS PLAT IS CORRECT AND TRUE. I HAVE MADE A DIRECT SUPERVISION OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. AND THAT THIS PLAT IS TRUE AND CORRECT.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO RETRACE AND MARK ON THE GROUND THE SUBJECT PARCELS AS SHOWN ON THIS PLAT AT THE REQUEST OF THE CLIENT. ALL CORNERS ARE SET AND FOUND AS SHOWN. THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 00°04'56" EAST BETWEEN FOUND MONUMENTS AT THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN AS PER THE PRATT ENGINEERING RECORD OF SURVEY FILED SEPTEMBER 19, 2016 IN THE WASHINGTON COUNTY RECORDERS OFFICE.

DESCRIPTION PARCEL 1

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°02'32" WEST 1880.33 FEET ALONG THE SECTION LINE; THENCE NORTH 71°15'25" EAST 113.60 FEET; THENCE NORTH 72°39'57" EAST 113.06 FEET; THENCE NORTH 00°02'32" WEST 1482.1 FEET; THENCE SOUTH 89°59'25" EAST 953.72 FEET; THENCE SOUTH 00°02'33" EAST 600.00 FEET TO THE SECTION LINE; THENCE NORTH 89°59'25" WEST 1592.25 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.





HAVING AN AREA OF 1838233 SQUARE FEET, 42.200 ACRES

DESCRIPTION PARCEL 3

TOWNSHIP 42 SOUTH, RANGE 12 WEST AND RUNNING THENCE NORTH 89°55'03" EAST 1080.77 FEET ALONG THE CENTER SECTION LINE; THENCE SOUTH 00°04'32" EAST 2639.01 FEET TO THE SECTION LINE; THENCE SOUTH 89°53'10" WEST 1080.46 FEET ALONG THE SECTION LINE TO THE CORNER COMMON TO SECTIONS 27,28,33, AND 34, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°59'25" WEST 1048.30 FEET ALONG THE SECTION LINE; THENCE NORTH 00°02'33" WEST 600.00 FEET; THENCE NORTH 89°59'25" WEST 953.72 FEET; THENCE NORTH 00°02'32" WEST 1482.61 FEET; THENCE NORTH 72°39'57" EAST 141.27 FEET; THENCE NORTH 76°00'18" EAST 79.25 FEET; THENCE NORTH 72°32'02" EAST 385.62 FEET TO THE CENTER SECTION LINE; THENCE NORTH 89°55'07" EAST 63.05 FEET; THENCE SOUTH 20°31'55" EAST 821.72 FEET; THENCE NORTH 72°25'35" EAST 246.40 FEET; THENCE NORTH 27°53'24" WEST 786.72 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 6908423 SQUARE FEET, 158.60 ACRES

LEGEND:

-  SET REBAR & CAP OR PK NAIL
 STAMPED PLS #334571
-  FOUND REBAR & CAP AS NOTED
-  FOUND SECTION MONUMENTATION AS
 SHOWN AND DESCRIBED
-  SECTION MONUMENTATION
 NOT FOUND

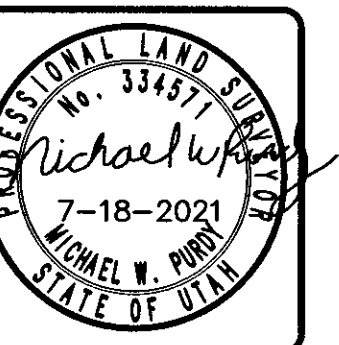
CORNERPOINT

PROFESSIONAL LAND SURVEYS

2075 S. Sir Monte Drive #43, St George, Utah, 84770
435-619-5528
mike.cpsurveying@gmail.com

RECORD OF SURVEY
FOR

KKP PROPERTIES, LLC
LOCATED IN SECTION 27 AND 28, T.42 S., R. 12 W. SLB&M
WASHINGTON COUNTY, UTAH



Project :
10000 LOWE 3PARCEL AV
Date July 18, 2021
Submitted by :
Reviewed by MWP

Scale :
1" = 200'

Sheet No. 1 of 1

RECEIVED
JAN 25 2022
BY: _____

SEC 28 T42S R12W 8380-21 10F2



Let's turn the answers on.

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

October 18, 2022

Dallin Jolley
1 N. Cinder Hill Road
Apple Valley, UT 84737

Re: Oculita Roca Development

Located: Parcel #AV-2194-D

Dear Dallin Jolley:

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

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

Sincerely,

Ruston Jenson
Estimator
Dixie Service Center
435-688-3708



1777 N. Meadowlark Dr, Apple Valley, Utah 84737
Phone: 435-877-1194 Fax: 435-877-1192
www.applevalleyut.gov

Chairman Andy McGinnis
Board Member Frank Lindhardt
Board Member Harold Merritt
Board Member Ross Gregerson
Board Member Jarry Zaharias

Preliminary Water Letter
For
Hidden Rock Development Group LLC
Anish Bhatia and Dallin Jolley

This letter is provided as a preliminary look at the needs of your proposed development and provides options as well as potential requirements for your project.

1. Option to connect to district water main at N Apple Valley Dr. next to the Gooseberry Lodges.
2. Option to build a tank and infrastructure designed to meet not only culinary, irrigation, but also fire suppression for your entire development.
3. State and Local permits for well drilling.
4. Municipal/Culinary water rights deeded to the District.
5. Easements as required for water infrastructure and District access.
6. Upon completion of the water system by the Developer and approval of the District's designated engineer and Water Superintendent, said water system will be deeded to the District.

The above is not an all-encompassing list, but a preliminary one and may expand as your development progresses.

The District provides this letter for the purpose of a zone change and it is NOT a Will Serve Letter.

Andy McGinnis
Chairman
Big Plains SSD



Ash Creek Special Service District

1350 S. Sand Hollow Road

Hurricane, UT 84737

Office: (435) 635-2348 Fax: (435) 635-8550

ashcreek@infowest.com

October 24, 2022

Apple Valley

Kyle Layton

1777 North Meadowlark Drive

Apple Valley, UT 84737

RE: Parcel AV-2194-D

Kyle,

Ash Creek SSD takes no exception to the proposed zone change for parcel AV-2194-D. In lieu of a Will Serve, this letter communicates Ash Creek SSD's requirements.

After reviewing the conceptual site plan for parcel AV-2194-D, it appears the land will be used as a resort style property with no subdivision of the property creating individual lots for sale. Based on the proposed land use, a Body Politic agreement with Ash Creek SSD should not be needed. Wastewater treatment will be permitted through the state. The next step for the owner/developer will be to contact the Utah Division of Water Quality to work through the permitting process. This information has been provided to the owner/developer.

The owner/developer understand and agree that they will need to get plan approval for the sewer and treatment systems. After approval, they agree to pay all costs associated with construction of sewer and treatment systems and impact fees.

Please let us know if you have any questions.

Sincerely,

Amber Gillette, P.E.

Engineer

Ash Creek Special Service District



GEOTECHNICAL TESTING SERVICES, INC.

735 East Tabernacle, St. George, UT, 84770
(435) 628-9536 admin@gtsstg.com

October 18, 2022

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

Subject: Soil Classification and Septic Feasibility
Parcel AV-2194-D
Apple Valley, Utah
GTS Project Number: 12925

Dear Mr. Bhatia:

As requested, we are providing you with the soil classification for the above noted project. It appears that the soils are sufficient for the installation of an onsite wastewater system; however, this letter should be provided to the Southwest Utah Public Health Department for their approval. Soil classification in accordance with Utah Administrative Code Section R317-4-13 was performed by us and reported herein.

In order to investigate the subsurface soils for this study, five, 5.75 to 9.5-foot deep test pits were excavated across the subdivision as shown on Figure 1. The subsurface soils encountered in the test pits consisted of granular, fine sandy loam to the maximum depth of exploration, 9.5 feet, which was the extent of the digging equipment. Groundwater was not encountered in the test pits during our investigation and there was no evidence of a historic ground water table within the depth of the test pits.

Considering soil classification and using values from Section R317-4-13, Table 6, a soil absorption rate (SAR) of 0.5 gallons/square foot/day can be used for sizing the absorption area. Please refer to the attached Soil Exploration Results.

Thank you for allowing us to provide these services for you. Please call our office at (435) 628-9536 if there are any questions regarding this project.

Very Truly Yours,
GEOTECHNICAL TESTING SERVICES, INC.

A handwritten signature in blue ink, appearing to read "Chris D. Volksen", is written over the company name.

CHRISTOPHER D. VOLKSEN, P.E.
President

SOIL EXPLORATION RESULTS

Information Required for Determining Soil Suitability
for Individual Wastewater Disposal Systems

NAME: Parcel AV-2194-D
LOCATION OF Gould Wash Road
PROPERTY: Apple Valley, Utah

Statement of soil conditions obtained from soil exploration to a depth of 9.5 feet. In the event that absorption systems will be deeper than 5.5 feet, further soil explorations must be performed extending to a depth of at least 4.0 feet below the bottom of the proposed absorption field, seepage trench, seepage pit, or absorption bed. A descriptive log of the exploration is given below:

TEST PIT 1 (See Figure 1 for the location of the test pit)
0 - 5.0 Sandy Loam, granular, fine sand, reddish brown (SAR= 0.50 gal/sqft/day)
5.0 - 5.75 Sandy Loam, granular, fine sand, reddish brown, cobbles (SAR= 0.50 gal/sqft/day)
5.75 Sandstone Bedrock
5.75 END OF THE TEST PIT - Refusal

TEST PIT 2 (See Figure 1 for the location of the test pit)
0 - 4.25 Sandy Loam, granular, fine sand, reddish brown (SAR= 0.50 gal/sqft/day)
4.25 - 7.0 Sandy Loam, granular, fine sand, reddish brown, calcareous (SAR= 0.50 gal/sqft/day)
7.0 - 8.5 Sandy Loam, granular, fine sand, reddish brown (SAR= 0.50 gal/sqft/day)
8.5 Sandstone Bedrock
8.5 END OF THE TEST PIT - Refusal

TEST PIT 3 (See Figure 1 for the location of the test pit)
0 - 3.5 Sandy Loam, granular, fine sand, reddish brown (SAR= 0.50 gal/sqft/day)
3.5 - 4.5 Sandy Loam, granular, fine sand, reddish brown, cobbles (SAR= 0.50 gal/sqft/day)
4.5 - 5.5 Sandy Loam, granular, fine sand, reddish brown, calcareous (SAR= 0.50 gal/sqft/day)
5.5 - 9.5 Sandy Loam, granular, fine sand, reddish brown (SAR= 0.50 gal/sqft/day)
9.5 END OF THE TEST PIT - Extent of Equipment

TEST PIT 4 (See Figure 1 for the location of the test pit)
0 - 4.0 Sandy Loam, granular, fine sand, reddish brown (SAR= 0.50 gal/sqft/day)
4.0 - 6.0 Sandy Loam, granular, fine sand, reddish brown, calcareous (SAR= 0.50 gal/sqft/day)
6.0 - 9.5 Sandy Loam, granular, fine sand, reddish brown (SAR= 0.50 gal/sqft/day)
9.5 END OF THE TEST PIT - Extent of Equipment

TEST PIT 5 (See Figure 1 for the location of the test pit)
0 - 8.0 Sandy Loam, granular, fine sand, reddish brown (SAR= 0.50 gal/sqft/day)
8.0 Sandstone Bedrock
8.0 END OF THE TEST PIT - Refusal

Date soil exploration(s) conducted: August 24, 2022

Statement of present and maximum anticipated groundwater table throughout the property and area of the proposed absorption system: Not encountered or anticipated

Date groundwater table determined: August 24, 2022

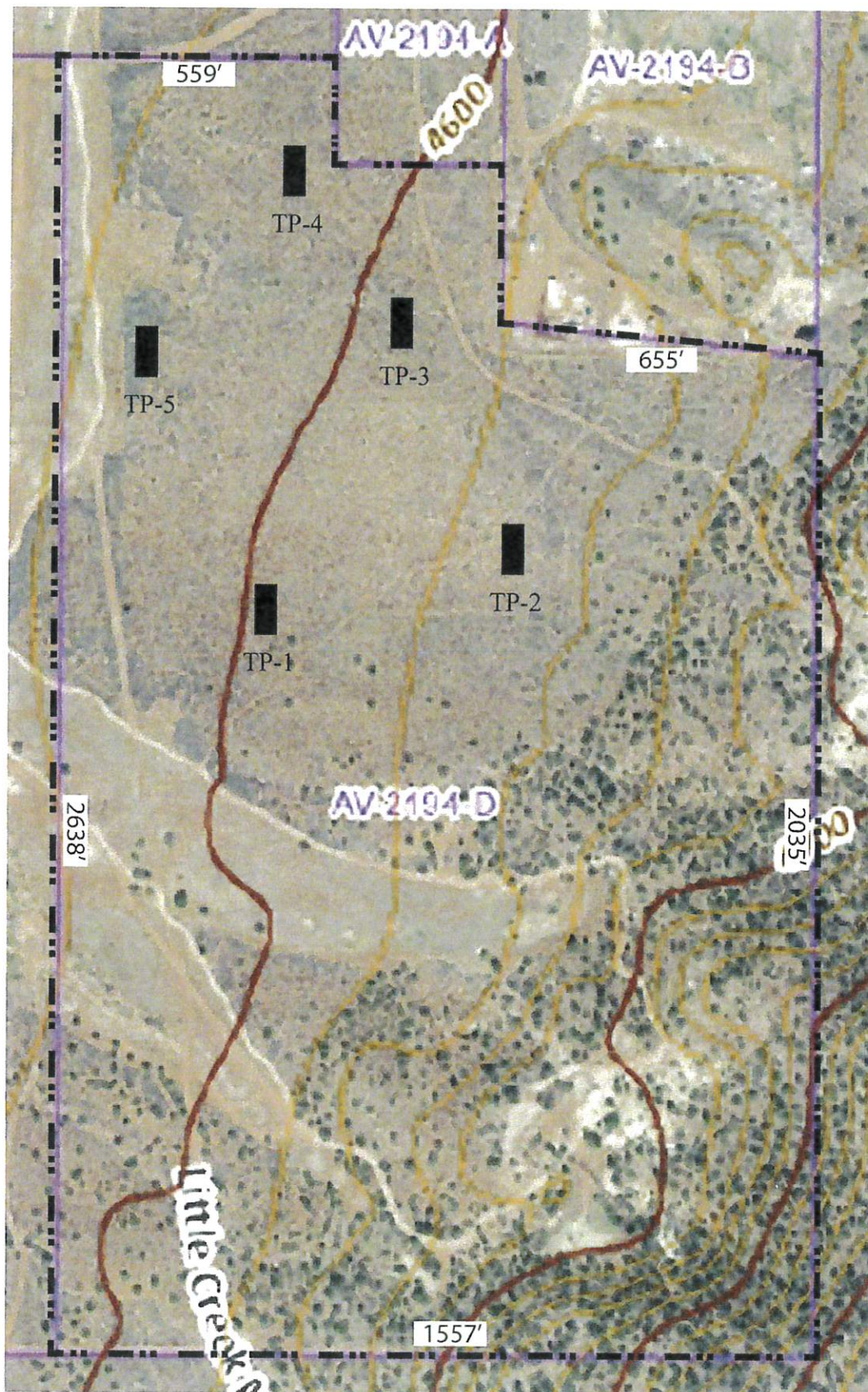
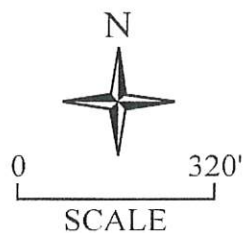
I hereby certify to the best of my knowledge, the foregoing information is correct.

Name: Carson Gardner
Address: 735 East Tabernacle
St. George, UT 84770

Signed: 

(Unsigned test certificates will not be accepted)

Date: 10-18-22



Engineering
Consulting
Testing

SITE PLAN

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

Figure 1



Thank you for the opportunity to be of service! Your commitment for title insurance is attached. Please contact your real estate agent or our office if you have any questions.

File #	234930
Property	(Not Yet Addressed / Unimproved Land), Apple Valley, Utah 84737
Buyer(s)	De La Tierra Holdings LLC, a Utah Limited Liability Company
Seller(s)	Clair W. Hall, Betty Jean Hall, Laron W. Hall, Kokopelli Estates, LLC, John E. Lowe, Nancy S. Lowe, Kokopelli Properties, LLC, a Utah limited liability company, and Kokopelli Homes, LLC, a Utah limited liability company
Escrow Team	Rachel Webb - Escrow Agent (435) 652-4831 rachel@sutc.com Office Address: 83 South 2600 West, Suite #101, Hurricane, UT 84737
Lender	HD Capital Partners, LLC, a Texas Limited Liability Company



WARNING! DON'T BECOME A VICTIM OF FRAUD.

Due to the recent rise in cybercrime sweeping the real estate industry, we want you to be aware of the following important information: There have been many instances of real estate agents', brokers', attorneys' and/or consumers' email addresses being hacked/phished. The cyber-criminals forward bogus wire instructions, redirecting deposits and/or cash to close to a fraudulent bank account. Once received, the money is quickly sent offshore, where it is difficult if not impossible to retrieve.

This version log is for informational purposes only and is not part of the attached form.

The Company adopted a new template for the attached form effective 08-01-2018.

Updates

- 1 Changed exception #11 content to "Taxes for the current year 2025 which are liens, but not yet due or payable. (NOTE: Taxes for the year 2024, in the following amount(s), are PAID: \$0.62 under Tax Serial No. AV-2169-B, Account No. 0310931 (Affects Parcel 1); \$0.69 under Tax Serial No. AV-2196-F, Account No. 0867415 (Affects Parcel 2); \$0.21 under Tax Serial No. AV-2196-B, Account No. 0310949 (Affects Parcel 3); \$1.49 under Tax Serial No. AV-2196-A-1, Account No. 0158363 (Affects Parcel 4); \$4,436.63 under Tax Serial No. AV-2194-D, Account No. 0865774 (Affects Parcel 5); \$1,633.07 under Tax Serial No. AV-2194-B, Account No. 0738727 (Affects Parcel 6); \$1,916.10 under Tax Serial No. AV-2-2-28-110, Account No. 0892640 (Affects Parcel 7); \$93.20 under Tax Serial No. AV-2-2-28-240, Account No. 0885703 (Affects Parcel 8); \$3,302.46 under Tax Serial No. AV-2-2-28-220, Account No. 0885710 (Affects Parcel 9); \$247.39 under Tax Serial No. AV-2196-C, Account No. 0881453 (Affects Parcel 10); \$2,402.66 under Tax Serial No. AV-2196-D, Account No. 0867338 (Affects Parcel 11 and other property); \$287.83 under Tax Serial No. AV-2196-E, Account No. 0867345 (Affects Parcel 12); \$1,012.19 under Tax Serial No. AV-2196-H, Account No. 0889077 (Affects Parcel 13); \$1,312.35 under Tax Serial No. AV-2-2-27-430, Account No. 0892626 (Affects Parcel 14); \$969.01 under Tax Serial No. AV-2-2-27-431, Account No. 0892633 (Affects Parcel 15); \$7,889.17 under Tax Serial No. AV-2-2-27-432, Account No. 1120179 (Affects Parcel 16); \$1,021.10 under Tax Serial No. AV-2-2-28-120, Account No. 0885695 (Affects Parcel 17); \$6.85 under Tax Serial No. AV-2-2-28-221, Account No. 0885727 (Affects Parcel 18); \$6.85 under Tax Serial No. AV-2196-I, Account No. 0889084 (Affects Parcel 19); and \$216.55 under Tax Serial No. AV-2196-G, Account No. 0881460 (Affects Parcel 20)).".
- 2 Changed property legal description to "Parcel 1: (AV-2169-B) The West 550.00 feet of the South One-Half of the Southeast Quarter (S½SE¼) of Section 21, Township 42 South, Range 12 West, Salt Lake Base and Meridian. LESS AND EXCEPTING THEREFROM the following described property: Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 440.10 feet; thence South 89°57'28" West 550.00 feet to a point on the center section line of said section; thence North 00°02'32" West 1207.50 feet to the quarter corner common to said Section 28 and Section 21 of said township and range; thence along the center section line of said Section 21 North 00°04'31" West 111.97 feet; North 89°57'28" East 550.00 feet; thence South 00°04'31" East 112.27 feet to a point on the section line common to said sections; thence South 00°02'32" East 767.10 feet to the point of beginning. Parcel 2: (AV-2196-F) Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 440.10 feet; thence South 89°57'28" West 550.00 feet to a point on the center section line of said section; thence North 00°02'32" West 1207.50 feet to the quarter corner common to said Section 28 and Section 21 of said township and range; thence along the center section line of said Section 21 North 00°04'31" West 111.97 feet; North 89°57'28" East 550.00 feet; thence South 00°04'31" East 112.27 feet to a point on the section line common to said sections; thence South 00°02'32" East 767.10 feet to the point of beginning. Parcel 3: (AV-2196-B) The West 550.0 feet of the Northeast Quarter (NE¼) of Section 28, Township 42 South, Range 12 West, Salt Lake Base and Meridian. LESS AND EXCEPTING THEREFROM the following described Parcels A, B, C and D: Parcel A: Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 440.10 feet; thence South 89°57'28" West 550.00 feet to a point on the center section line of said section; thence North 00°02'32" West 1207.50 feet to the quarter corner common to said Section 28 and Section 21 of said township and range; thence along the center section line of said Section 21 North 00°04'31" West 111.97 feet; North 89°57'28" East 550.00 feet; thence South 00°04'31" East 112.27 feet to a point on the section line common to said sections; thence South 00°02'32" East 767.10 feet to the point of beginning. Parcel B: Beginning at a point which lies South 00°00'05" East 767.43 feet along the section line, South 89°59'53" West 2087.37 feet and South 00°02'32" East 440.10 feet from the northwest corner of Section 28 Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 75.48 feet; thence South 87°30'53" West 97.71 feet; thence South 66°54'01" West 138.42 feet; thence South 48°30'45" West 377.82 feet; thence South 24°31'48" West 100.54 feet to a point on the center section line; thence North 00°02'32" West 475.36 feet along said center section line; thence North 89°57'28" East 550.00 feet to the point of beginning. Parcel C: BEGINNING AT THE CENTER QUARTER CORNER, SAID POINT LIES NORTH 00°02'33" WEST 2635.39 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 28 TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE CONTINUING ALONG SAID CENTER SECTION LINE NORTH 00°02'33" WEST 959.46 FEET; THENCE NORTH 24°31'47" EAST 100.54 FEET; THENCE NORTH 48°30'43" EAST 377.82 FEET; THENCE NORTH 66°53'59" EAST 138.42 FEET; THENCE NORTH 87°30'52" EAST 97.71 FEET; THENCE SOUTH 00°02'33" EAST 15.43; THENCE NORTH 86°43'23" WEST 29.88 FEET; THENCE SOUTH 58°35'57" WEST 338.87 FEET; THENCE SOUTH 42°42'29" WEST 173.04 FEET; THENCE SOUTH 11°19'42" EAST 330.57 FEET; THENCE SOUTH 80°20'57" EAST 63.85 FEET; THENCE SOUTH 67°09'34" EAST 62.22 FEET; THENCE NORTH 85°29'20" EAST 160.94 FEET; THENCE NORTH 50°58'19" EAST 79.35 FEET; THENCE NORTH 60°16'04" EAST 34.05 FEET; THENCE SOUTH 00°02'33" EAST 423.47 FEET; THENCE SOUTH 70°51'34" WEST 118.24 FEET TO A POINT ON THE CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE SOUTH 89°55'08" WEST 438.27 FEET TO SAID CENTER QUARTER CORNER AND THE POINT OF BEGINNING. Parcel D: BEGINNING AT A POINT WHICH LIES NORTH 00°02'33" WEST 2635.39 FEET ALONG THE CENTER SECTION LINE AND NORTH 89°55'08" EAST 438.27 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH

QUARTER CORNER OF SECTION 28 TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 70°51'34" EAST 118.24 FEET; THENCE SOUTH 00°02'33" EAST 38.61 FEET TO A POINT ON SAID CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE SOUTH 89°55'08" WEST 111.73 FEET TO THE POINT OF BEGINNING. Parcel 4: (AV-2196-A-1) BEGINNING AT THE EAST 1/4 OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST SLB&M AND RUNNING THENCE S 89°55'07" W ALONG THE CENTER SECTION LINE OF SAID SECTION, 208.18 FEET TO THE EAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN INSTRUMENT #964069; THENCE CONTINUING ALONG SAID PARCEL THE FOLLOWING FIVE (5) COURSES: S 72°23'01" W 385.53 FEET; THENCE S 76°00'17" W 693.07 FEET; THENCE SOUTH 71°04'18" W 753.41 FEET; THENCE S 71°15'32" W 715.24 FEET TO A POINT ON THE CENTER SECTION LINE OF SECTION 28; THENCE N 0°02'32" W ALONG SAID SECTION LINE 755.03 FEET TO THE CENTER 1/4 OF SECTION 28; THENCE N 89°55'07" E ALONG THE CENTER SECTION LINE OF SECTION 28, 550.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN INSTRUMENT #916997; THENCE N 0°02'32" W ALONG THE EAST LINE OF SAID PARCEL 1874.56 FEET; THENCE N 89°59'53" E 2087.37 FEET TO A POINT ON THE EAST LINE OF SECTION 28; THENCE S 0°04'55" E ALONG SAID SECTION LINE 1871.66 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM the following described Parcels A B C D E F and G: PARCEL A: BEGINNING AT A POINT WHICH LIES SOUTH 00°04'55" EAST 767.43 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SECTION LINE SOUTH 00°04'55" EAST 1192.92 FEET; THENCE SOUTH 61°03'23" WEST 100.67 FEET; THENCE SOUTH 28°56'37" EAST 138.22 FEET; THENCE NORTH 73°16'59" EAST 22.39 FEET TO A POINT ON SAID SECTION LINE; THENCE ALONG SAID SECTION LINE SOUTH 00°04'55" EAST 515.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 27°53'22" EAST 786.72 FEET; THENCE SOUTH 72°25'36" WEST 246.40 FEET; THENCE NORTH 20°31'54" WEST 1,026.49 FEET; THENCE NORTH 07°36'17" EAST 460.65 FEET; THENCE NORTH 17°55'30" WEST 193.28 FEET; THENCE NORTH 46°10'17" WEST 207.37 FEET; THENCE NORTH 39°07'21" WEST 183.77 FEET; THENCE NORTH 32°32'22" EAST 2.54 FEET; THENCE NORTH 57°27'38" WEST 132.87 FEET; THENCE NORTH 77°04'47" WEST 369.51 FEET; THENCE NORTH 00°09'28" WEST 597.19 FEET; THENCE NORTH 89°59'53" EAST 960.76 FEET TO THE POINT OF BEGINNING. PARCEL B: BEGINNING AT A POINT WHICH LIES SOUTH 00°04'56" EAST 1734.18 FEET ALONG THE SECTION LINE AND SOUTH 89°56'34" WEST 633.76 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 02°25'53" WEST 320.31 FEET; THENCE NORTH 84°52'45" WEST 55.23 FEET; THENCE NORTH 57°18'38" WEST 308.59 FEET; THENCE NORTH 81°03'49" WEST 239.45 FEET; THENCE NORTH 13°30'23" EAST 198.04 FEET; THENCE SOUTH 80°57'06" EAST 249.15 FEET; THENCE SOUTH 81°12'32" EAST 275.79 FEET TO THE POINT OF BEGINNING. PARCEL C: Beginning at a point which lies South 00°00'05" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the northwest corner of Section 28 Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 515.58 feet; thence North 87°30'53" East 192.78 feet; thence North 00°02'32" West 507.22 feet; thence South 89°59'53" West 192.60 feet to the point of beginning. PARCEL D: Beginning at a point which lies North 00°02'33" West 3995.15 feet along the center section line and North 90°00'00" East 550.00 feet from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 87°30'52" East 192.78 feet; thence South 88°48'55" East 449.33 feet; thence South 80°34'56" East 492.73 feet; thence South 77°04'48" East 369.51 feet; thence South 57°27'39" East 132.87 feet; thence South 32°32'21" West 9.60 feet to the point of curvature of a 200.00 foot radius curve concave northwesterly; thence southwesterly 59.02 feet along the arc of said curve through a central angle of 16°54'27" to the point of tangency; thence South 49°26'48" West 104.51 feet; thence North 89°49'04" West 811.95 feet; thence North 86°43'23" West 665.85 feet; thence North 00°02'33" West 315.43 feet to the point of beginning. PARCEL E: Beginning at the center quarter corner, said point lies North 00°02'33" West 2635.39 feet along the center section line from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence along the center section line North 89°55'08" East 438.27 feet; thence leaving said center section line South 70°51'34" West 75.90 feet; thence South 59°11'30" West 236.21 feet to a point on the arc of a 167.50 foot radius non tangent curve concave southerly, the radius point of which lies South 01°22'57" East; thence westerly 102.69 feet along the arc of said curve through a central angle of 35°07'40" to a point on a non tangent line; thence along said non tangent line North 21°01'53" West 37.76 feet; thence North 55°59'47" West 65.67 feet to a point on said center section line; thence along said center section line North 00°02'33" West 106.09 feet to said center quarter corner and the point of beginning. PARCEL F: Beginning at a point which lies thence North 00°02'33" West 1880.33 feet along the center section line and North 71°15'25" East 561.72 feet from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 68°46'37" West 21.14 feet; thence North 81°18'45" West 84.05 feet; thence North 69°23'54" West 205.42 feet; thence North 51°24'23" West 258.68 feet to a point on the arc of a 133.56 foot radius non tangent curve concave southeasterly, the radius point of which lies North 86°53'56" East; thence northeasterly 120.65 feet along the arc of said curve through a central angle of 51°45'27" to a point on a radial line; thence along said radial line South 41°14'42" East 20.11 feet; thence South 76°22'48" East 720.83 feet, thence North 82°43'41" East 208.07 feet; thence North 01°54'52" East 300.96 feet; thence North 39°51'24" West 216.97 feet; thence North 01°36'05" East 81.87 feet; thence North 47°33'32" West 36.22 feet; thence South 59°17'33" West 280.29 feet; thence South 70°51'34" West 59.50 feet; thence North 00°02'33" West 423.47 feet; thence North 60°16'04" East 44.54 feet to the point of curvature of a 36.00 foot radius curve concave northwesterly; thence northeasterly 40.12 feet along the arc of said curve through a central angle of 63°51'39" to the point of tangency; thence North 03°35'35" West 44.49 feet to the point of curvature of a 74.00 foot radius curve concave southeasterly; thence northeasterly 89.51 feet along the arc of said curve through a central angle of 69°18'25" to the point of tangency; thence North 65°42'50" East 291.66 feet to the point of curvature of a 426.00 foot radius curve concave southerly; thence easterly 166.67 feet along the arc of said curve through a central angle of 22°25'02" to the point of tangency; thence North 88°07'52" East 366.60 feet; thence South 13°30'23" West 7.75 feet; thence South 81°03'49" East 239.45 feet; thence South 57°18'38" East 308.59 feet; thence South 84°52'45" East 55.23 feet; thence North 02°25'53" East 331.50 feet; thence North 49°26'48" East 174.48 feet to the point of curvature of a 110.00 foot radius curve concave southeasterly; thence northeasterly 68.80 feet along the arc of said curve through a central angle of 35°50'14" to a point on a non tangent line; thence along said non tangent line South 39°07'22" East 102.22 feet, thence South 46°10'18" East 207.37 feet; thence South 17°55'31" East 193.28 feet; thence South 07°36'16" West 480.65 feet, thence South 20°31'55" East 204.81 feet to a point on the

center section line; thence along said center section line South 89°55'08" West 53.14 feet; thence leaving said center section line South 72°23'02" West 292.96 feet; thence North 33°48'33" West 86.31 feet; thence North 28°09'00" West 114.23 feet; thence North 16°35'39" West 119.01 feet; thence North 63°07'55" West 176.58 feet; thence North 73°34'12" West 215.58 feet; thence South 89°23'22" West 277.97 feet; thence South 61°56'20" West 212.98 feet; thence South 26°48'13" East 305.56 feet; thence South 34°40'51" East 273.67 feet; thence South 76°00'18" West 90.83 feet; thence South 71°04'19" West 753.41 feet; thence South 71°15'25" West 153.50 feet to the point of beginning. PARCEL G: Beginning at a point which lies South 00°04'56" East 1960.35 feet along the section line from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°04'56" East 163.24 feet along said section line; thence South 73°16'58" West 22.38 feet; thence North 28°56'38" West 138.22 feet; thence North 61°03'22" East 100.67 feet to a point on said section line and the point of beginning. Parcel 5: (AV-2194-D) Beginning at a point North 89°53'25" East along the South section line 1080.46 feet from the Southwest corner of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian; and running thence North 0°04'17" West 2638.65 feet to a point on the center section line; thence North 89°54'58" East along said center section line 559.35 feet to a point on a parcel more particularly described in document #20070025178, filed and on record at Washington County Recorder's Office, State of Utah; thence along said parcel the following two (2) courses: South 0°03'58" East 218.34 feet; thence North 89°53'25" East 346.55 feet to a point on a parcel more particularly described in instrument #917739, filed and on record at Washington County Recorder's Office, state of Utah; thence along said parcel the following two (2) courses: South 0°03'58" East 321.36 feet; thence South 84°32'14" East 655.48 feet to the center section line; thence South 0°03'39" East along said center section line 2035.05 feet to the South quarter corner of said Section 27; thence South 89°53'25" West along the South Section line 1557.90 feet to the point of beginning. Parcel 6: (AV-2194-B) Commencing at the Southwest Corner of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian; and running thence North 89°56'17" East 2639.07 feet to the South Quarter Corner of said Section 27; thence North 0°01'06" West along the Quarter Section Line 2035.00 feet to the true point of beginning; thence North 84°29'22" West 656.00 feet; thence North 0°01'06" West 908.32 feet to the fenceline on the South side of the road; thence North 59°01'33" East along the fenceline 761.40 feet to the Quarter Section Line; thence South 0°01'06" East 1363.17 feet to the true point of beginning. Parcel 7: (AV-2-2-28-110) Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line from the section corner common to Sections 21, 22, 27, and 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 89°59'57" West 26.61 feet, said point being the point of beginning; thence South 89°59'51" West, 2060.80 feet; thence North 0°02'33" West, 428.00 feet; thence North 89°59'51" East, 1983.98 feet; to a non-tangent point on a 1567.00 foot radius curve to the right (radius point bears South 71°48'23" West), thence southerly along the arc of said curve 436.30 feet through a central angle of 15°57'10" to the point of beginning. Parcel 8: (AV-2-2-28-240) Beginning at the center quarter corner, said point lies North 00°02'33" West 2635.39 feet along the center section line from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence along the center section line North 89°55'08" East 438.27 feet; thence leaving said center section line South 70°51'34" West 75.90 feet; thence South 59°11'30" West 236.21 feet to a point on the arc of a 167.50 foot radius non tangent curve concave southerly, the radius point of which lies South 01°22'57" East; thence westerly 102.69 feet along the arc of said curve through a central angle of 35°07'40" to a point on a non tangent line; thence along said non tangent line North 21°01'53" West 37.76 feet; thence North 55°59'47" West 65.67 feet to a point on said center section line; thence along said center section line North 00°02'33" West 106.09 feet to said center quarter corner and the point of beginning. Parcel 9: (AV-2-2-28-220) Beginning at a point which lies thence North 00°02'33" West 1880.33 feet along the center section line and North 71°15'25" East 561.72 feet from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 68°46'37" West 21.14 feet; thence North 81°18'45" West 84.05 feet; thence North 69°23'54" West 205.42 feet; thence North 51°24'23" West 258.68 feet to a point on the arc of a 133.56 foot radius non tangent curve concave southeasterly, the radius point of which lies North 86°53'56" East; thence northeasterly 120.65 feet along the arc of said curve through a central angle of 51°45'27" to a point on a radial line; thence along said radial line South 41°14'42" East 20.11 feet; thence South 76°22'48" East 720.83 feet, thence North 82°43'41" East 208.07 feet; thence North 01°54'52" East 300.96 feet; thence North 39°51'24" West 216.97 feet; thence North 01°36'05" East 81.87 feet; thence North 47°33'32" West 36.22 feet; thence South 59°17'33" West 280.29 feet; thence South 70°51'34" West 59.50 feet; thence North 00°02'33" West 423.47 feet; thence North 60°16'04" East 44.54 feet to the point of curvature of a 36.00 foot radius curve concave northwesterly; thence northeasterly 40.12 feet along the arc of said curve through a central angle of 63°51'38" to the point of tangency; thence North 03°35'35" West 44.49 feet to the point of curvature of a 74.00 foot radius curve concave southeasterly; thence northeasterly 89.51 feet along the arc of said curve through a central angle of 69°18'25" to the point of tangency; thence North 65°42'50" East 291.66 feet to the point of curvature of a 426.00 foot radius curve concave southerly; thence easterly 166.67 feet along the arc of said curve through a central angle of 22°25'02" to the point of tangency; thence North 88°07'52" East 366.60 feet; thence South 13°30'23" West 7.75 feet; thence South 81°03'49" East 239.45 feet; thence South 57°18'38" East 308.59 feet; thence South 84°52'45" East 65.23 feet; thence North 02°25'53" East 331.50 feet; thence North 49°26'48" East 174.48 feet to the point of curvature of a 110.00 foot radius curve concave southeasterly; thence northeasterly 68.80 feet along the arc of said curve through a central angle of 35°50'14" to a point on a non tangent line; thence along said non tangent line South 39°07'22" East 102.22 feet, thence South 46°10'18" East 207.37 feet; thence South 17°55'31" East 193.28 feet; thence South 07°36'16" West 480.65 feet, thence South 20°31'55" East 204.81 feet to a point on the center section line; thence along said center section line South 89°55'08" West 53.14 feet; thence leaving said center section line South 72°23'02" West 292.96 feet; thence North 33°48'33" West 86.31 feet; thence North 28°08'00" West 114.23 feet; thence North 16°35'39" West 119.01 feet; thence North 63°07'55" West 176.58 feet; thence North 73°34'12" West 215.58 feet; thence South 89°23'22" West 277.97 feet; thence South 61°56'20" West 212.98 feet; thence South 26°48'13" East 305.66 feet; thence South 34°40'51" East 273.67 feet; thence South 76°00'18" West 90.83 feet; thence South 71°04'19" West 753.41 feet; thence South 71°15'25" West 153.50 feet to the point of beginning. Parcel 10: (AV-2196-C) Beginning at a point which lies South 00°00'05" East 767.43 feet along the section line, South 89°59'53" West 2087.37 feet and South 00°02'32" East 440.10 feet from the Northwest corner of Section 28 Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 75.48 feet; thence South 87°30'53" West 97.71 feet; thence South 66°54'01" West 138.42 feet; thence South 48°30'45" West 377.82 feet; thence South 24°31'48" West 100.54 feet to a point on the center section line; thence North 00°02'32" West 475.36 feet along said center section line; thence North 89°57'28" East 550.00 feet to the point of beginning. Parcel 11: (AV-2196-D) BEGINNING AT A POINT WHICH LIES SOUTH 00°04'55" EAST 767.43 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 42

SOUTH, RANGE 12 WEST, OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SECTION LINE SOUTH 00°04'55" EAST 1192.92 FEET; THENCE SOUTH 61°03'23" WEST 100.67 FEET; THENCE SOUTH 28°56'37" EAST 138.22 FEET; THENCE NORTH 73°16'59" EAST 22.39 FEET TO A POINT ON SAID SECTION LINE; THENCE ALONG SAID SECTION LINE SOUTH 00°04'55" EAST 515.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 27°53'22" EAST 786.72 FEET; THENCE SOUTH 72°25'36" WEST 246.40 FEET; THENCE NORTH 20°31'54" WEST 1026.49 FEET; THENCE NORTH 7°36'17" EAST 460.65 FEET; THENCE NORTH 17°55'30" WEST 193.28 FEET; THENCE NORTH 46°10'17" WEST 207.37 FEET; THENCE NORTH 39°07'21" WEST 183.77 FEET; THENCE NORTH 32°32'22" EAST 2.54 FEET; THENCE NORTH 57°27'38" WEST 132.87 FEET; THENCE NORTH 77°04'47" WEST 369.51 FEET; THENCE NORTH 00°09'28" WEST 597.19 FEET; THENCE NORTH 89°59'53" EAST 960.76 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING FROM THE ABOVE DESCRIBED PARCEL ANY PORTION LYING WITHIN THE SOUTHEAST QUARTER OF SECTION SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN AND THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN. Parcel 12: (AV-2196-E) BEGINNING AT A POINT WHICH LIES SOUTH 00°04'56" EAST 1734.18 FEET ALONG THE SECTION LINE AND SOUTH 89°56'34" WEST 633.76 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 02°25'53" WEST 320.31 FEET; THENCE NORTH 84°52'45" WEST 55.23 FEET, THENCE NORTH 57°18'38" WEST 308.59 FEET; THENCE NORTH 81°03'49" WEST 239.45 FEET; THENCE NORTH 13°30'23" EAST 198.04 FEET; THENCE SOUTH 80°57'06" EAST 249.15 FEET; THENCE SOUTH 81°12'32" EAST 275.79 FEET TO THE POINT OF BEGINNING. Parcel 13: (AV-2196-H) BEGINNING AT THE CENTER QUARTER CORNER, SAID POINT LIES NORTH 00°02'33" WEST 2635.39 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 28 TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE CONTINUING ALONG SAID CENTER SECTION LINE NORTH 00°02'33" WEST 959.46 FEET; THENCE NORTH 24°31'47" EAST 100.54 FEET; THENCE NORTH 48°30'43" EAST 377.82 FEET; THENCE NORTH 66°53'59" EAST 138.42 FEET; THENCE NORTH 87°30'52" EAST 97.71 FEET; THENCE SOUTH 00°02'33" EAST 315.43; THENCE NORTH 86°43'23" WEST 29.88 FEET; THENCE SOUTH 58°35'57" WEST 338.87 FEET; THENCE SOUTH 42°42'29" WEST 173.04 FEET; THENCE SOUTH 11°19'42" EAST 330.57 FEET; THENCE SOUTH 80°20'57" EAST 63.85 FEET; THENCE SOUTH 67°09'34" EAST 62.22 FEET; THENCE NORTH 85°29'20" EAST 160.94 FEET; THENCE NORTH 50°58'19" EAST 79.35 FEET; THENCE NORTH 60°16'04" EAST 34.05 FEET; THENCE SOUTH 00°02'33" EAST 423.47 FEET; THENCE SOUTH 70°51'34" WEST 118.24 FEET TO A POINT ON THE CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE SOUTH 89°35'08" WEST 438.27 FEET TO SAID CENTER QUARTER CORNER AND THE POINT OF BEGINNING. Parcel 14: (AV-2-2-27-430) Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line from the section corner common to Sections 21, 22, 27, and 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 89°59'57" West 26.61 feet to a point on the arc of a 1567.00 foot radius non tangent curve concave westerly, the radius point of which lies South 87°45'34" West; thence northerly 776.35 feet along the arc of said curve through a central angle of 28°23'11" to the point of tangency; thence North 30°37'37" West 314.64 feet to the point of curvature of a 1700.00 foot radius curve concave easterly; thence northerly 1120.54 feet along the arc of said curve through a central angle of 37°45'58" to a point on the south sixteenth line of said Section 21; thence along said south sixteenth line North 89°58'28" East 66.54 feet to a point on the arc of a 1634.00 foot radius non tangent curve concave easterly, the radius point of which lies South 82°34'11" East; thence southerly 1085.34 feet along the arc of said curve through a central angle of 38°03'26" to the point of tangency; thence South 30°37'37" East 314.64 feet to the point of curvature of a 1633.00 foot radius curve concave westerly; thence southerly 870.57 feet along the arc of said curve through a central angle of 30°32'42" to the point of tangency; thence South 00°04'55" East 1152.94 feet; thence North 59°04'56" East 721.40 feet to a point on the west sixty forth line of said Section 27; thence along said west-west sixty forth line South 00°04'38" East 1029.48 feet to a point on the center section line of said Section 27; thence along said center section line South 89°54'50" West 659.84 feet to the quarter corner common to said Sections 27 and 28; thence along the section line North 00°04'55" West 1871.68 feet to the point of beginning. Parcel 15: (AV-2-2-27-431) Beginning at a point which lies South 00°04'55" East 1454.97 feet along the section line from the section corner common to Sections 21, 22, 27, and 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 89°55'05" East 40.48 feet, said point being the point of beginning; thence North 59°07'02" East, 1000.00 feet; thence South 30°52'58" East, 438.47 feet; thence South 89°55'00" West, 463.87 feet; thence South 0°03'17" East, 290.03 feet; thence South 59°07'02" West, 721.18 feet; thence North 0°04'55" West, 523.89 feet; to the point of beginning. Parcel 16: (AV-2-2-27-432) BEGINNING AT A POINT BEING NORTH 89°54'51" EAST 659.96 FEET ALONG THE CENTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 42 SOUTH RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°04'47" WEST 1319.55 FEET TO THE SIXTEENTH LINE; THENCE NORTH 89°55'03" EAST 783.30 FEET TO THE FLOWLINE OF GOULDS WASH; THENCE ALONG THE FLOWLINE OF GOULDS WASH THE FOLLOWING 22 COURSES, NORTH 66°55'39" EAST 25.75 FEET; THENCE 27.02 FEET ALONG THE ARC OF A 59.43 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°03'11", WITH A CHORD BEARING OF NORTH 53°54'04" EAST AND A CHORD LENGTH OF 26.79 FEET TO A COMPOUND CURVE; THENCE 28.36 FEET ALONG THE ARC OF A 129.84 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°30'56", WITH A CHORD BEARING OF NORTH 34°37'00" EAST AND A CHORD LENGTH OF 28.31 FEET; THENCE NORTH 28°21'32" EAST 75.24 FEET; THENCE 69.55 FEET ALONG THE ARC OF A 383.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'15", WITH A CHORD BEARING OF NORTH 33°33'40" EAST AND A CHORD LENGTH OF 69.45 FEET; THENCE NORTH 38°45'47" EAST 232.66 FEET; THENCE 131.23 FEET ALONG THE ARC OF A 722.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'50", WITH A CHORD BEARING OF NORTH 43°58'12" EAST AND A CHORD LENGTH OF 131.05 FEET; THENCE NORTH 49°10'37" EAST 25.98 FEET THENCE 68.03 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°42'16", WITH A CHORD BEARING OF NORTH 55°01'45" EAST AND A CHORD LENGTH OF 67.91 FEET; THENCE NORTH 60°52'53" EAST 80.09 FEET; THENCE 89.64 FEET ALONG THE ARC OF A 680.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°33'11", WITH A CHORD BEARING OF NORTH 64°39'28" EAST AND A CHORD LENGTH OF 89.58 FEET; THENCE NORTH 68°26'04" EAST 109.15 FEET; THENCE 96.79 FEET ALONG THE ARC OF A 733.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A

CENTRAL ANGLE OF 07°33'57", WITH A CHORD BEARING OF NORTH 64°39'06" EAST AND A CHORD LENGTH OF 96.72 FEET TO A REVERSE CURVE; THENCE 126.88 FEET ALONG THE ARC OF A 600.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°06'58", WITH A CHORD BEARING OF NORTH 66°55'36" EAST AND A CHORD LENGTH OF 126.64 FEET; THENCE NORTH 72°59'05" EAST 34.20 FEET; THENCE 38.43 FEET ALONG THE ARC OF A 135.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°18'35", WHOSE RADIUS BEARS NORTH 16°56'26" WEST, WITH A CHORD BEARING OF NORTH 64°54'16" EAST AND A CHORD LENGTH OF 38.30 FEET TO A COMPOUND CURVE, THENCE 78.24 FEET ALONG THE ARC OF A 288.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15°33'53", WITH A CHORD BEARING OF NORTH 48°58'02" EAST AND A CHORD LENGTH OF 78.00 FEET; THENCE NORTH 41°06'37" EAST 72.34 FEET; THENCE NORTH 46°31'48" EAST 31.66 FEET; THENCE NORTH 74°13'23" EAST 28.74 FEET; THENCE NORTH 80°18'58" EAST 33.64 FEET; THENCE SOUTH 81°36'05" EAST 34.61 FEET TO THE CENTER SECTION LINE; THENCE NORTH 00°04'18" WEST 280.57 FEET; THENCE NORTH 89°53'53" EAST 1117.63 FEET; THENCE SOUTH 00°05'00" EAST 199.84 FEET; THENCE NORTH 89°53'53" EAST 425.00 FEET; THENCE SOUTH 00°05'00" EAST 954.76 FEET TO THE SIXTEENTH LINE; THENCE SOUTH 89°54'24" WEST 1542.85 FEET TO THE SIXTEENTH CORNER; THENCE SOUTH 00°04'18" EAST 559.46 FEET; THENCE SOUTH 58°58'21" WEST 760.85 FEET; THENCE NORTH 00°04'33" WEST 15.26 FEET; THENCE SOUTH 59°57'46" WEST 400.00 FEET; THENCE SOUTH 00°04'33" EAST 184.39 FEET TO THE CENTER SECTION LINE; THENCE SOUTH 89°55'03" WEST 980.91 FEET; TO THE POINT OF BEGINNING. Parcel 17: (AV-2-2-28-120) Beginning at a point which lies North 00°02'33" West 3995.15 feet along the center section line and North 90°00'00" East 550.00 feet from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 87°30'52" East 192.78 feet; thence South 88°48'55" East 449.33 feet; thence South 80°34'56" East 492.73 feet; thence South 77°04'48" East 369.51 feet; thence South 57°27'39" East 132.87 feet; thence South 32°32'21" West 9.60 feet to the point of curvature of a 200.00 foot radius curve concave northwesterly; thence southwesterly 59.02 feet along the arc of said curve through a central angle of 16°54'27" to the point of tangency; thence South 49°26'48" West 104.51 feet; thence North 89°49'04" West 811.95 feet; thence North 86°43'23" West 665.85 feet; thence North 00°02'33" West 315.43 feet to the point of beginning. Parcel 18: (AV-2-2-28-221) Beginning at a point which lies South 00°04'56" East 1960.35 feet along the section line from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°04'56" East 163.24 feet along said section line; thence South 73°16'58" West 22.38 feet; thence North 28°56'38" West 138.22 feet; thence North 61°03'22" East 100.67 feet to a point on said section line and the point of beginning. Parcel 19: (AV-2196-I) BEGINNING AT A POINT WHICH LIES NORTH 00°02'33" WEST 2635.39 FEET ALONG THE CENTER SECTION LINE AND NORTH 89°55'08" EAST 438.27 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 70°51'34" EAST 118.24 FEET; THENCE SOUTH 00°02'33" EAST 38.61 FEET TO A POINT ON SAID CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE SOUTH 89°55'08" WEST 111.73 FEET TO THE POINT OF BEGINNING. Parcel 20: (AV-2196-G) Beginning at a point which lies South 00°00'05" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the Northwest corner of Section 28 Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 515.58 feet; thence North 87°30'53" East 192.78 feet; thence North 00°02'32" West 507.22 feet; thence South 89°59'53" West 192.60 feet to the point of beginning. "

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
SOUTHERN UTAH TITLE COMPANY
AUTHORIZED AGENT FOR OLD REPUBLIC TITLE INSURANCE COMPANY, INSURER

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *Southern Utah Title Company* (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the Office of:

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

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

Southern Utah Title Company

By: *Joseph McPhie*
Authorized Signatory

Joseph McPhie, Agent #84989

By *C Monroe* **President**
Attest *David Wold* **Secretary**

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 1 | Commitment Number: 234930 - 8th Amended



COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (b) “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) “Land”: The land described in Item 5 of Schedule A and improvements located on that land 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 to be insured by the Policy.
- (d) “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.
- (e) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (f) “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- (g) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (h) “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date 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.
- (i) “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.
- (j) “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

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

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 2 | Commitment Number: 234930 - 8th Amended



5. LIMITATIONS OF LIABILITY

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

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 3 | Commitment Number: 234930 - 8th Amended



9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

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

11. ARBITRATION

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 4 | Commitment Number: 234930 - 8th Amended



Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 5.e.:

Issuing Office File Number: 234930 - 8th Amended

Issuing Office: Southern Utah Title Company

Escrow Agent: Rachel Webb

Escrow Agent Utah License Number: 214980

Escrow Agent Contact: (435) 652-4831 | rachel@sutc.com

Searcher: Todd Pryor

Property Land Type: Vacant Land

Property Address: (Not Yet Addressed / Unimproved Land), Apple Valley, Utah 84737

**Authorized Agent for Insurer**

Extended Loan Policy

Common Endorsements/Pricing: See attached reference

SCHEDULE A

1. Commitment Date: June 20, 2025 at 7:00AM
2. Policy to be issued:
 - (a)

Proposed Insured: (De La Tierra Holdings LLC, a Utah limited liability company)	Premium:
Proposed Amount of Insurance:	
 - (b) ALTA Loan Policy

Proposed Insured: HD Capital Partners, LLC, a Texas Limited Liability Company, its successors and each successor in ownership of the indebtedness secured by the insured Deed of Trust	Premium: \$12,249.00
Proposed Amount of Insurance: \$11,952,492.00	Endorsement Premium: \$910.00
Proposed Endorsements: ARBITRATION-06, 9-06, Alta 18.1-06R, Alta 19-06R, 26, 41, SCR1 (ORT4637 UT)	
3. The estate or interest in the Land at the Commitment Date is: **fee simple.**
4. The Title is, at the Commitment Date, vested in:
See attached Exhibit A-Vesting
5. The Land, situated in Washington County, Utah, is described as follows:

See attached Exhibit A-Legal Description

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 5 | Commitment Number: 234930 - 8th Amended



EXHIBIT A
Vesting

Clair W. Hall and Betty Jean Hall, Husband and Wife, as Joint Tenants with Full Rights of Survivorship, as to Parcels 1 and 3;

Clair W. Hall and Betty Jean Hall, Husband and Wife as Joint Tenants, as to Parcel 2;

Laron W. Hall, as to Parcel 4;

De La Tierra Holdings LLC, a Utah limited liability company, as to Parcels 5, 6 and 16;

Kokopelli Estates, LLC, as to Parcels 7, 14 and 15;

John Lowe, as to Parcels 8, 9, 17 and 18;

John E. Lowe and Nancy S. Lowe, as to Parcels 10 and 20;

Kokopelli Properties, LLC, a Utah limited liability company, as to Parcels 11 and 12; and

Kokopelli Properties, LLC, as to Parcel 13

Kokopelli Homes, LLC, a Utah limited liability company, as to Parcel 19

This page is only a part of a 2021 ALTA® Commitment for Title Insurance . This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 6 | Commitment Number: 234930 - 8th Amended



EXHIBIT A
Legal Description

Parcel 1:
(AV-2169-B)

The West 550.00 feet of the South One-Half of the Southeast Quarter (S½SE¼) of Section 21, Township 42 South, Range 12 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM the following described property:

Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 440.10 feet; thence South 89°57'28" West 550.00 feet to a point on the center section line of said section; thence North 00°02'32" West 1207.50 feet to the quarter corner common to said Section 28 and Section 21 of said township and range; thence along the center section line of said Section 21 North 00°04'31" West 111.97 feet; North 89°57'28" East 550.00 feet; thence South 00°04'31" East 112.27 feet to a point on the section line common to said sections; thence South 00°02'32" East 767.10 feet to the point of beginning.

Parcel 2:
(AV-2196-F)

Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 440.10 feet; thence South 89°57'28" West 550.00 feet to a point on the center section line of said section; thence North 00°02'32" West 1207.50 feet to the quarter corner common to said Section 28 and Section 21 of said township and range; thence along the center section line of said Section 21 North 00°04'31" West 111.97 feet; North 89°57'28" East 550.00 feet; thence South 00°04'31" East 112.27 feet to a point on the section line common to said sections; thence South 00°02'32" East 767.10 feet to the point of beginning.

Parcel 3:
(AV-2196-B)

The West 550.0 feet of the Northeast Quarter (NE¼) of Section 28, Township 42 South, Range 12 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM the following described Parcels A, B, C and D:

Parcel A:

Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 440.10 feet; thence South 89°57'28" West 550.00 feet to a point on the center section line of said section; thence North 00°02'32" West 1207.50 feet to the quarter corner common to said Section 28 and Section 21 of said township and range; thence along the center section line of said Section 21 North 00°04'31" West 111.97 feet; North 89°57'28" East 550.00 feet; thence South 00°04'31" East 112.27 feet to a point on the section line common to said sections; thence South 00°02'32" East 767.10 feet to the point of beginning.

Parcel B:

Beginning at a point which lies South 00°00'05" East 767.43 feet along the section line, South 89°59'53" West 2087.37 feet and South 00°02'32" East 440.10 feet from the northwest corner of Section 28 Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 75.48 feet; thence South 87°30'53" West 97.71 feet; thence South 66°54'01" West 138.42 feet; thence South 48°30'45" West 377.82 feet; thence South 24°31'48" West 100.54 feet to a point on the center section line; thence North 00°02'32" West 475.36 feet along said

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 7 | Commitment Number: 234930 - 8th Amended



center section line; thence North 89°57'28" East 550.00 feet to the point of beginning.

Parcel C:

BEGINNING AT THE CENTER QUARTER CORNER, SAID POINT LIES NORTH 00°02'33" WEST 2635.39 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 28 TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE CONTINUING ALONG SAID CENTER SECTION LINE NORTH 00°02'33" WEST 959.46 FEET; THENCE NORTH 24°31'47" EAST 100.54 FEET; THENCE NORTH 48°30'43" EAST 377.82 FEET; THENCE NORTH 66°53'59" EAST 138.42 FEET; THENCE NORTH 87°30'52" EAST 97.71 FEET; THENCE SOUTH 00°02'33" EAST 315.43; THENCE NORTH 86°43'23" WEST 29.88 FEET; THENCE SOUTH 58°35'57" WEST 338.87 FEET; THENCE SOUTH 42°42'29" WEST 173.04 FEET; THENCE SOUTH 11°19'42" EAST 330.57 FEET; THENCE SOUTH 80°20'57" EAST 63.85 FEET; THENCE SOUTH 67°09'34" EAST 62.22 FEET; THENCE NORTH 85°29'20" EAST 160.94 FEET; THENCE NORTH 50°58'19" EAST 79.35 FEET; THENCE NORTH 60°16'04" EAST 34.05 FEET; THENCE SOUTH 00°02'33" EAST 423.47 FEET; THENCE SOUTH 70°51'34" WEST 118.24 FEET TO A POINT ON THE CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE SOUTH 89°55'08" WEST 438.27 FEET TO SAID CENTER QUARTER CORNER AND THE POINT OF BEGINNING.

Parcel D:

BEGINNING AT A POINT WHICH LIES NORTH 00°02'33" WEST 2635.39 FEET ALONG THE CENTER SECTION LINE AND NORTH 89°55'08" EAST 438.27 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 28 TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 70°51'34" EAST 118.24 FEET; THENCE SOUTH 00°02'33" EAST 38.61 FEET TO A POINT ON SAID CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE SOUTH 89°55'08" WEST 111.73 FEET TO THE POINT OF BEGINNING.

Parcel 4:

(AV-2196-A-1)

BEGINNING AT THE EAST 1/4 OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST SLB&M AND RUNNING THENCE S 89°55'07" W ALONG THE CENTER SECTION LINE OF SAID SECTION, 208.18 FEET TO THE EAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN INSTRUMENT #964069; THENCE CONTINUING ALONG SAID PARCEL THE FOLLOWING FIVE (5) COURSES: S 72°23'01" W 385.53 FEET; THENCE S 76°00'17" W 693.07 FEET; THENCE SOUTH 71°04'18" W 753.41 FEET; THENCE S 71°15'32" W 715.24 FEET TO A POINT ON THE CENTER SECTION LINE OF SECTION 28; THENCE N 0°02'32" W ALONG SAID SECTION LINE 755.03 FEET TO THE CENTER 1/4 OF SECTION 28; THENCE N 89°55'07" E ALONG THE CENTER SECTION LINE OF SECTION 28, 550.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN INSTRUMENT #916997; THENCE N 0°02'32" W ALONG THE EAST LINE OF SAID PARCEL 1874.56 FEET; THENCE N 89°59'53" E 2087.37 FEET TO A POINT ON THE EAST LINE OF SECTION 28; THENCE S 0°04'55" E ALONG SAID SECTION LINE 1871.66 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM the following described Parcels A B C D E F and G:

PARCEL A:

BEGINNING AT A POINT WHICH LIES SOUTH 00°04'55" EAST 767.43 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SECTION LINE SOUTH 00°04'55" EAST 1192.92 FEET; THENCE SOUTH 61°03'23" WEST 100.67 FEET; THENCE SOUTH 28°56'37" EAST 138.22 FEET; THENCE NORTH 73°16'59" EAST 22.39 FEET TO A POINT ON SAID SECTION LINE; THENCE ALONG SAID SECTION LINE SOUTH 00°04'55" EAST 515.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 27°53'22" EAST 786.72 FEET; THENCE SOUTH 72°25'36" WEST 246.40 FEET; THENCE NORTH 20°31'54" WEST 1,026.49 FEET; THENCE NORTH 07°36'17" EAST 460.65 FEET; THENCE NORTH 17°55'30" WEST 193.28 FEET; THENCE NORTH 46°10'17" WEST 207.37 FEET; THENCE NORTH 39°07'21" WEST 183.77 FEET; THENCE NORTH 32°32'22" EAST 2.54 FEET; THENCE NORTH 57°27'38" WEST 132.87 FEET; THENCE NORTH 77°04'47" WEST 369.51 FEET;

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 8 | Commitment Number: 234930 - 8th Amended



THENCE NORTH 00°09'28" WEST 597.19 FEET; THENCE NORTH 89°59'53" EAST 960.76 FEET TO THE POINT OF BEGINNING.

PARCEL B:

BEGINNING AT A POINT WHICH LIES SOUTH 00°04'56" EAST 1734.18 FEET ALONG THE SECTION LINE AND SOUTH 89°56'34" WEST 633.76 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 02°25'53" WEST 320.31 FEET; THENCE NORTH 84°52'45" WEST 55.23 FEET; THENCE NORTH 57°18'38" WEST 308.59 FEET; THENCE NORTH 81°03'49" WEST 239.45 FEET; THENCE NORTH 13°30'23" EAST 198.04 FEET; THENCE SOUTH 80°57'06" EAST 249.15 FEET; THENCE SOUTH 81°12'32" EAST 275.79 FEET TO THE POINT OF BEGINNING.

PARCEL C:

Beginning at a point which lies South 00°00'05" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the northwest corner of Section 28 Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 515.58 feet; thence North 87°30'53" East 192.78 feet; thence North 00°02'32" West 507.22 feet; thence South 89°59'53" West 192.60 feet to the paint of beginning.

PARCEL D:

Beginning at a point which lies North 00°02'33" West 3995.15 feet along the center section line and North 90°00'00" East 550.00 feet from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 87°30'52" East 192.78 feet; thence South 88°48'55" East 449.33 feet; thence South 80°34'56" East 492.73 feet; thence South 77°04'48" East 369.51 feet; thence South 57°27'39" East 132.87 feet; thence South 32°32'21" West 9.60 feet to the point of curvature of a 200.00 foot radius curve concave northwesterly; thence southwesterly 59.02 feet along the arc of said curve through a central angle of 16°54'27" to the point of tangency; thence South 49°26'48" West 104.51 feet; thence North 89°49'04" West 811.95 feet; thence North 86°43'23" West 665.85 feet; thence North 00°02'33" West 315.43 feet to the point of beginning.

PARCEL E:

Beginning at the center quarter corner, said point lies North 00°02'33" West 2635.39 feet along the center section line from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence along the canter section line North 89°55'08" East 438.27 feet; thence leaving said center section line South 70°51'34" West 75.90 feet; thence South 59°11'30" West 236.21 feet to a point on the arc of a 167.50 foot radius non tangent curve concave southerly, the radius point of which lies South 01°22'57" East; thence westerly 102.69 feet along the arc of said curve through a central angle of 35°07'40" to a point on a non tangent line; thence along said non tangent line North 21°01'53" West 37.76 feet; thence North 55°59'47" West 65.67 feet to a point on said center section line; thence along said center section line North 00°02'33" West 106.09 feet to said center quarter corner and the point of beginning.

PARCEL F:

Beginning at a point which lies thence North 00°02'33" West 1880.33 feet along the center section line and North 71°15'25" East 561.72 feet from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 68°46'37" West 21.14 feet; thence North 81°18'45" West 84.05 feet; thence North 69°23'54" West 205.42 feet; thence North 51°24'23" West 258.68 feet to a point on the arc of a 133.56 foot radius non tangent curve concave southeasterly, the radius point of which lies North 86°53'56" East; thence northeasterly 120.65 feet along the arc of said curve through a central angle of 51°45'27" to a point on a radial line; thence along said radial line South 41°14'42" East 20.11 feet; thence South 76°22'48" East 720.83 feet, thence North 82°43'41" East 208.07 feet; thence North 01°54'52" East 300.96 feet; thence North 39°51'24" West 216.97 feet; thence North 01°36'05" East 81.87 feet; thence North 47°33'32" West 36.22 feet; thence South 59°17'33" West 280.29 feet; thence South 70°51'34" West 59.50 feet; thence North 00°02'33" West 423.47 feet; thence North 60°16'04" East 44.54 feet to the point of curvature of a 36.00 foot radius curve concave northwesterly; thence northeasterly 40.12 feet along the arc of said curve through a central angle of 63°51'39" to the point of tangency; thence North 03°35'35" West 44.49 feet to the point of curvature of a 74.00 foot radius curve concave southeasterly; thence northeasterly 89.51 feet along

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 9 | Commitment Number: 234930 - 8th Amended



the arc of said curve through a central angle of 69°18'25" to the point of tangency; thence North 65°42'50" East 291.66 feet to the point of curvature of a 426.00 foot radius curve concave southerly; thence easterly 166.67 feet along the arc of said curve through a central angle of 22°25'02" to the point of tangency; thence North 88°07'52" East 366.60 feet; thence South 13°30'23" West 7.75 feet; thence South 81°03'49" East 239.45 feet; thence South 57°18'38" East 308.59 feet; thence South 84°52'45" East 55.23 feet; thence North 02°25'53" East 331.50 feet; thence North 49°26'48" East 174.48 feet to the point of curvature of a 110.00 foot radius curve concave southeasterly; thence northeasterly 68.80 feet along the arc of said curve through a central angle of 35°50'14" to a point on a non tangent line; thence along said non tangent line South 39°07'22" East 102.22 feet, thence South 46°10'18" East 207.37 feet; thence South 17°55'31" East 193.28 feet; thence South 07°36'16" West 480.65 feet, thence South 20°31'55" East 204.81 feet to a point on the center section line; thence along said center section line South 89°55'08" West 53.14 feet; thence leaving said center section line South 72°23'02" West 292.96 feet; thence North 33°48'33" West 86.31 feet; thence North 28°09'00" West 114.23 feet; thence North 16°35'39" West 119.01 feet; thence North 63°07'55" West 176.58 feet; thence North 73°34'12" West 215.58 feet; thence South 89°23'22" West 277.97 feet; thence South 61°56'20" West 212.98 feet; thence South 26°48'13" East 305.56 feet; thence South 34°40'51" East 273.67 feet; thence South 76°00'18" West 90.83 feet; thence South 71°04'19" West 753.41 feet; thence South 71°15'25" West 153.50 feet to the point of beginning.

PARCEL G:

Beginning at a point which lies South 00°04'56" East 1960.35 feet along the section line from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°04'56" East 163.24 feet along said section line; thence South 73°16'58" West 22.38 feet; thence North 28°56'38" West 138.22 feet; thence North 61°03'22" East 100.67 feet to a point on said section line and the point of beginning.

Parcel 5:

(AV-2194-D)

Beginning at a point North 89°53'25" East along the South section line 1080.46 feet from the Southwest corner of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian; and running thence North 0°04'17" West 2638.65 feet to a point on the center section line; thence North 89°54'58" East along said center section line 559.35 feet to a point on a parcel more particularly described in document #20070025178, filed and on record at Washington County Recorder's Office, State of Utah; thence along said parcel the following two (2) courses: South 0°03'58" East 218.34 feet; thence North 89°53'25" East 346.55 feet to a point on a parcel more particularly described in instrument #917739, filed and on record at Washington County Recorder's Office, state of Utah; thence along said parcel the following two (2) courses: South 0°03'58" East 321.36 feet; thence South 84°32'14" East 655.48 feet to the center section line; thence South 0°03'39" East along said center section line 2035.05 feet to the South quarter corner of said Section 27; thence South 89°53'25" West along the South Section line 1557.90 feet to the point of beginning.

Parcel 6:

(AV-2194-B)

Commencing at the Southwest Corner of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian; and running thence North 89°56'17" East 2639.07 feet to the South Quarter Corner of said Section 27; thence North 0°01'06" West along the Quarter Section Line 2035.00 feet to the true point of beginning; thence North 84°29'22" West 656.00 feet; thence North 0°01'06" West 908.32 feet to the fenceline on the South side of the road; thence North 59°01'33" East along the fenceline 761.40 feet to the Quarter Section Line; thence South 0°01'06" East 1363.17 feet to the true point of beginning.

Parcel 7:

(AV-2-2-28-110)

Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line from the section corner common to Sections 21, 22, 27, and 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 89°59'57" West 26.61 feet, said point being the point of beginning; thence South 89°59'51" West, 2060.80 feet; thence North 0°02'33" West, 428.00 feet; thence North 89°59'51" East, 1983.98 feet; to a non-tangent point on a

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 10 | Commitment Number: 234930 - 8th Amended



1567.00 foot radius curve to the right (radius point bears South 71°48'23" West), thence southerly along the arc of said curve 436.30 feet through a central angle of 15°57'10" to the point of beginning.

Parcel 8:
(AV-2-2-28-240)

Beginning at the center quarter corner, said point lies North 00°02'33" West 2635.39 feet along the center section line from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence along the center section line North 89°55'08" East 438.27 feet; thence leaving said center section line South 70°51'34" West 75.90 feet; thence South 59°11'30" West 236.21 feet to a point on the arc of a 167.50 foot radius non tangent curve concave southerly, the radius point of which lies South 01°22'57" East; thence westerly 102.69 feet along the arc of said curve through a central angle of 35°07'40" to a point on a non tangent line; thence along said non tangent line North 21°01'53" West 37.76 feet; thence North 55°59'47" West 65.67 feet to a point on said center section line; thence along said center section line North 00°02'33" West 106.09 feet to said center quarter corner and the point of beginning.

Parcel 9:
(AV-2-2-28-220)

Beginning at a point which lies thence North 00°02'33" West 1880.33 feet along the center section line and North 71°15'25" East 561.72 feet from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 68°46'37" West 21.14 feet; thence North 81°18'45" West 84.05 feet; thence North 69°23'54" West 205.42 feet; thence North 51°24'23" West 258.68 feet to a point on the arc of a 133.56 foot radius non tangent curve concave southeasterly, the radius point of which lies North 86°53'56" East; thence northeasterly 120.65 feet along the arc of said curve through a central angle of 51°45'27" to a point on a radial line; thence along said radial line South 41°14'42" East 20.11 feet; thence South 76°22'48" East 720.83 feet; thence North 82°43'41" East 208.07 feet; thence North 01°54'52" East 300.96 feet; thence North 39°51'24" West 216.97 feet; thence North 01°36'05" East 81.87 feet; thence North 47°33'32" West 36.22 feet; thence South 59°17'33" West 280.29 feet; thence South 70°51'34" West 59.50 feet; thence North 00°02'33" West 423.47 feet; thence North 60°16'04" East 44.54 feet to the point of curvature of a 36.00 foot radius curve concave northwesterly; thence northeasterly 40.12 feet along the arc of said curve through a central angle of 63°51'38" to the point of tangency; thence North 03°35'35" West 44.49 feet to the point of curvature of a 74.00 foot radius curve concave southeasterly; thence northeasterly 89.51 feet along the arc of said curve through a central angle of 69°18'25" to the point of tangency; thence North 65°42'50" East 291.66 feet to the point of curvature of a 426.00 foot radius curve concave southerly; thence easterly 166.67 feet along the arc of said curve through a central angle of 22°25'02" to the point of tangency; thence North 88°07'52" East 366.60 feet; thence South 13°30'23" West 7.75 feet; thence South 81°03'49" East 239.45 feet; thence South 57°18'38" East 308.59 feet; thence South 84°52'45" East 65.23 feet; thence North 02°25'53" East 331.50 feet; thence North 49°26'48" East 174.48 feet to the point of curvature of a 110.00 foot radius curve concave southeasterly; thence northeasterly 68.80 feet along the arc of said curve through a central angle of 35°50'14" to a point on a non tangent line; thence along said non tangent line South 39°07'22" East 102.22 feet; thence South 46°10'18" East 207.37 feet; thence South 17°55'31" East 193.28 feet; thence South 07°36'16" West 480.65 feet; thence South 20°31'55" East 204.81 feet to a point on the center section line; thence along said center section line South 89°55'08" West 53.14 feet; thence leaving said center section line South 72°23'02" West 292.96 feet; thence North 33°48'33" West 86.31 feet; thence North 28°08'00" West 114.23 feet; thence North 16°35'39" West 119.01 feet; thence North 63°07'55" West 176.58 feet; thence North 73°34'12" West 215.58 feet; thence South 89°23'22" West 277.97 feet; thence South 61°56'20" West 212.98 feet; thence South 26°48'13" East 305.66 feet; thence South 34°40'51" East 273.67 feet; thence South 76°00'18" West 90.83 feet; thence South 71°04'19" West 753.41 feet; thence South 71°15'25" West 153.50 feet to the point of beginning.

Parcel 10:
(AV-2196-C)

Beginning at a point which lies South 00°00'05" East 767.43 feet along the section line, South 89°59'53" West 2087.37 feet and South 00°02'32" East 440.10 feet from the Northwest corner of Section 28 Township 42 South, Range 12 West

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 11 | Commitment Number: 234930 - 8th Amended



of the Salt Lake Base and Meridian and running thence South 00°02'32" East 75.48 feet; thence South 87°30'53" West 97.71 feet; thence South 66°54'01" West 138.42 feet; thence South 48°30'45" West 377.82 feet; thence South 24°31'48" West 100.54 feet to a point on the center section line; thence North 00°02'32" West 475.36 feet along said center section line; thence North 89°57'28" East 550.00 feet to the point of beginning.

Parcel 11:
(AV-2196-D)

BEGINNING AT A POINT WHICH LIES SOUTH 00°04'55" EAST 767.43 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST, OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SECTION LINE SOUTH 00°04'55" EAST 1192.92 FEET; THENCE SOUTH 61°03'23" WEST 100.67 FEET; THENCE SOUTH 28°56'37" EAST 138.22 FEET; THENCE NORTH 73°16'59" EAST 22.39 FEET TO A POINT ON SAID SECTION LINE; THENCE ALONG SAID SECTION LINE SOUTH 00°04'55" EAST 515.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 27°53'22" EAST 786.72 FEET; THENCE SOUTH 72°25'36" WEST 246.40 FEET; THENCE NORTH 20°31'54" WEST 1026.49 FEET; THENCE NORTH 7°36'17" EAST 460.65 FEET; THENCE NORTH 17°55'30" WEST 193.28 FEET; THENCE NORTH 46°10'17" WEST 207.37 FEET; THENCE NORTH 39°07'21" WEST 183.77 FEET; THENCE NORTH 32°32'22" EAST 2.54 FEET; THENCE NORTH 57°27'38" WEST 132.87 FEET; THENCE NORTH 77°04'47" WEST 369.51 FEET; THENCE NORTH 00°09'28" WEST 597.19 FEET; THENCE NORTH 89°59'53" EAST 960.76 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THE ABOVE DESCRIBED PARCEL ANY PORTION LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN AND THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN.

Parcel 12:
(AV-2196-E)

BEGINNING AT A POINT WHICH LIES SOUTH 00°04'56" EAST 1734.18 FEET ALONG THE SECTION LINE AND SOUTH 89°56'34" WEST 633.76 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 02°25'53" WEST 320.31 FEET; THENCE NORTH 84°52'45" WEST 55.23 FEET; THENCE NORTH 57°18'38" WEST 308.59 FEET; THENCE NORTH 81°03'49" WEST 239.45 FEET; THENCE NORTH 13°30'23" EAST 198.04 FEET; THENCE SOUTH 80°57'06" EAST 249.15 FEET; THENCE SOUTH 81°12'32" EAST 275.79 FEET TO THE POINT OF BEGINNING.

Parcel 13:
(AV-2196-H)

BEGINNING AT THE CENTER QUARTER CORNER, SAID POINT LIES NORTH 00°02'33" WEST 2635.39 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 28 TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE CONTINUING ALONG SAID CENTER SECTION LINE NORTH 00°02'33" WEST 959.46 FEET; THENCE NORTH 24°31'47" EAST 100.54 FEET; THENCE NORTH 48°30'43" EAST 377.82 FEET; THENCE NORTH 66°53'59" EAST 138.42 FEET; THENCE NORTH 87°30'52" EAST 97.71 FEET; THENCE SOUTH 00°02'33" EAST 315.43; THENCE NORTH 86°43'23" WEST 29.88 FEET; THENCE SOUTH 58°35'57" WEST 338.87 FEET; THENCE SOUTH 42°42'29" WEST 173.04 FEET; THENCE SOUTH 11°19'42" EAST 330.57 FEET; THENCE SOUTH 80°20'57" EAST 63.85 FEET; THENCE SOUTH 67°09'34" EAST 62.22 FEET; THENCE NORTH 85°29'20" EAST 160.94 FEET; THENCE NORTH 50°58'19" EAST 79.35 FEET; THENCE NORTH 60°16'04" EAST 34.05 FEET; THENCE SOUTH 00°02'33" EAST 423.47 FEET; THENCE SOUTH 70°51'34" WEST 118.24 FEET TO A POINT ON THE CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE SOUTH 89°35'08" WEST 438.27 FEET TO SAID CENTER QUARTER CORNER AND THE POINT OF BEGINNING.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 12 | Commitment Number: 234930 - 8th Amended



Parcel 14:
(AV-2-2-27-430)

Beginning at a point which lies South 00°04'55" East 767.43 feet along the section line from the section corner common to Sections 21, 22, 27, and 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 89°59'57" West 26.61 feet to a point on the arc of a 1567.00 foot radius non tangent curve concave westerly, the radius point of which lies South 87°45'34" West; thence northerly 776.35 feet along the arc of said curve through a central angle of 28°23'11" to the point of tangency; thence North 30°37'37" West 314.64 feet to the point of curvature of a 1700.00 foot radius curve concave easterly; thence northerly 1120.54 feet along the arc of said curve through a central angle of 37°45'58" to a point on the south sixteenth line of said Section 21; thence along said south sixteenth line North 89°58'28" East 66.54 feet to a point on the arc of a 1634.00 foot radius non tangent curve concave easterly, the radius point of which lies South 82°34'11" East; thence southerly 1085.34 feet along the arc of said curve through a central angle of 38°03'26" to the point of tangency; thence South 30°37'37" East 314.64 feet to the point of curvature of a 1633.00 foot radius curve concave westerly; thence southerly 870.57 feet along the arc of said curve through a central angle of 30°32'42" to the point of tangency; thence South 00°04'55" East 1152.94 feet; thence North 59°04'56" East 721.40 feet to a point on the west sixty forth line of said Section 27; thence along said west-west sixty forth line South 00°04'38" East 1029.48 feet to a point on the center section line of said Section 27; thence along said center section line South 89°54'50" West 659.84 feet to the quarter corner common to said Sections 27 and 28; thence along the section line North 00°04'55" West 1871.68 feet to the point of beginning.

Parcel 15:
(AV-2-2-27-431)

Beginning at a point which lies South 00°04'55" East 1454.97 feet along the section line from the section corner common to Sections 21, 22, 27, and 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 89°55'05" East 40.48 feet, said point being the point of beginning; thence North 59°07'02" East, 1000.00 feet; thence South 30°52'58" East, 438.47 feet; thence South 89°55'00" West, 463.87 feet; thence South 0°03'17" East, 290.03 feet; thence South 59°07'02" West, 721.18 feet; thence North 0°04'55" West, 523.89 feet; to the point of beginning.

Parcel 16:
(AV-2-2-27-432)

BEGINNING AT A POINT BEING NORTH 89°54'51" EAST 659.96 FEET ALONG THE CENTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 42 SOUTH RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°04'47" WEST 1319.55 FEET TO THE SIXTEENTH LINE; THENCE NORTH 89°55'03" EAST 783.30 FEET TO THE FLOWLINE OF GOULDS WASH; THENCE ALONG THE FLOWLINE OF GOULDS WASH THE FOLLOWING 22 COURSES, NORTH 66°55'39" EAST 25.75 FEET; THENCE 27.02 FEET ALONG THE ARC OF A 59.43 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°03'11", WITH A CHORD BEARING OF NORTH 53°54'04" EAST AND A CHORD LENGTH OF 26.79 FEET TO A COMPOUND CURVE; THENCE 28.36 FEET ALONG THE ARC OF A 129.84 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°30'56", WITH A CHORD BEARING OF NORTH 34°37'00" EAST AND A CHORD LENGTH OF 28.31 FEET; THENCE NORTH 28°21'32" EAST 75.24 FEET; THENCE 69.55 FEET ALONG THE ARC OF A 383.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'15", WITH A CHORD BEARING OF NORTH 33°33'40" EAST AND A CHORD LENGTH OF 69.45 FEET; THENCE NORTH 38°45'47" EAST 232.66 FEET; THENCE 131.23 FEET ALONG THE ARC OF A 722.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°24'50", WITH A CHORD BEARING OF NORTH 43°58'12" EAST AND A CHORD LENGTH OF 131.05 FEET; THENCE NORTH 49°10'37" EAST 25.98 FEET THENCE 68.03 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°42'16", WITH A CHORD BEARING OF NORTH 55°01'45" EAST AND A CHORD LENGTH OF 67.91 FEET; THENCE NORTH 60°52'53" EAST 80.09 FEET; THENCE 89.64 FEET ALONG THE ARC OF A 680.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°33'11", WITH A CHORD BEARING OF NORTH 64°39'28" EAST AND A CHORD LENGTH OF 89.58 FEET; THENCE NORTH 68°26'04" EAST 109.15 FEET; THENCE

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 13 | Commitment Number: 234930 - 8th Amended



96.79 FEET ALONG THE ARC OF A 733.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07°33'57", WITH A CHORD BEARING OF NORTH 64°39'06" EAST AND A CHORD LENGTH OF 96.72 FEET TO A REVERSE CURVE; THENCE 126.88 FEET ALONG THE ARC OF A 600.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°06'58", WITH A CHORD BEARING OF NORTH 66°55'36" EAST AND A CHORD LENGTH OF 126.64 FEET; THENCE NORTH 72°59'05" EAST 34.20 FEET; THENCE 38.43 FEET ALONG THE ARC OF A 135.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°18'35", WHOSE RADIUS BEARS NORTH 16°56'26" WEST, WITH A CHORD BEARING OF NORTH 64°54'16" EAST AND A CHORD LENGTH OF 38.30 FEET TO A COMPOUND CURVE, THENCE 78.24 FEET ALONG THE ARC OF A 288.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15°33'53", WITH A CHORD BEARING OF NORTH 48°58'02" EAST AND A CHORD LENGTH OF 78.00 FEET; THENCE NORTH 41°06'37" EAST 72.34 FEET; THENCE NORTH 46°31'48" EAST 31.66 FEET; THENCE NORTH 74°13'23" EAST 28.74 FEET; THENCE NORTH 80°18'58" EAST 33.64 FEET; THENCE SOUTH 81°36'05" EAST 34.61 FEET TO THE CENTER SECTION LINE; THENCE NORTH 00°04'18" WEST 280.57 FEET; THENCE NORTH 89°53'53" EAST 1117.63 FEET; THENCE SOUTH 00°05'00" EAST 199.84 FEET; THENCE NORTH 89°53'53" EAST 425.00 FEET; THENCE SOUTH 00°05'00" EAST 954.76 FEET TO THE SIXTEENTH LINE; THENCE SOUTH 89°54'24" WEST 1542.85 FEET TO THE SIXTEENTH CORNER; THENCE SOUTH 00°04'18" EAST 559.46 FEET; THENCE SOUTH 58°58'21" WEST 760.85 FEET; THENCE NORTH 00°04'33" WEST 15.26 FEET; THENCE SOUTH 59°57'46" WEST 400.00 FEET; THENCE SOUTH 00°04'33" EAST 184.39 FEET TO THE CENTER SECTION LINE; THENCE SOUTH 89°55'03" WEST 980.91 FEET; TO THE POINT OF BEGINNING.

Parcel 17:
(AV-2-2-28-120)

Beginning at a point which lies North 00°02'33" West 3995.15 feet along the center section line and North 90°00'00" East 550.00 feet from the south quarter corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence North 87°30'52" East 192.78 feet; thence South 88°48'55" East 449.33 feet; thence South 80°34'56" East 492.73 feet; thence South 77°04'48" East 369.51 feet; thence South 57°27'39" East 132.87 feet; thence South 32°32'21" West 9.60 feet to the point of curvature of a 200.00 foot radius curve concave northwesterly; thence southwesterly 59.02 feet along the arc of said curve through a central angle of 16°54'27" to the point of tangency; thence South 49°26'48" West 104.51 feet; thence North 89°49'04" West 811.95 feet; thence North 86°43'23" West 665.85 feet; thence North 00°02'33" West 315.43 feet to the point of beginning.

Parcel 18:
(AV-2-2-28-221)

Beginning at a point which lies South 00°04'56" East 1960.35 feet along the section line from the northeast corner of Section 28, Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°04'56" East 163.24 feet along said section line; thence South 73°16'58" West 22.38 feet; thence North 28°56'38" West 138.22 feet; thence North 61°03'22" East 100.67 feet to a point on said section line and the point of beginning.

Parcel 19:
(AV-2196-I)

BEGINNING AT A POINT WHICH LIES NORTH 00°02'33" WEST 2635.39 FEET ALONG THE CENTER SECTION LINE AND NORTH 89°55'08" EAST 438.27 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 12 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 70°51'34" EAST 118.24 FEET; THENCE SOUTH 00°02'33" EAST 38.61 FEET TO A POINT ON SAID CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE SOUTH 89°55'08" WEST 111.73 FEET TO THE POINT OF BEGINNING.

Parcel 20:
(AV-2196-G)

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 14 | Commitment Number: 234930 - 8th Amended



Beginning at a point which lies South 00°00'05" East 767.43 feet along the section line and South 89°59'53" West 2087.37 feet from the Northwest corner of Section 28 Township 42 South, Range 12 West of the Salt Lake Base and Meridian and running thence South 00°02'32" East 515.58 feet; thence North 87°30'53" East 192.78 feet; thence North 00°02'32" West 507.22 feet; thence South 89°59'53" West 192.60 feet to the point of beginning.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance . This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 15 | Commitment Number: 234930 - 8th Amended



SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust to be insured.
2. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
3. Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B - Section 2 that are objectionable to the proposed insured.
4. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
5. The documents creating the interest to be insured must be signed, delivered and recorded.
6. You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land described in this Commitment.
7. Upon receipt and review of the necessary information listed in these requirements and related to this transaction, we reserve the right to add requirements to this Schedule or add special exceptions in Schedule B - Section 2.
8. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.
9. This Company will require the following, if necessary, to insure a loan by or conveyance from, the entity named herein: A. A copy of the Partnership Agreement, Articles of Organization, Operating Agreement and Corporation Resolution, together with all supplements or amendments thereto. B. Evidence that the entity is in good standing in the State where it was formed. C. A copy of the Trust Agreement and any amendments thereto.
10. Require assessment check with the existing Municipality and proof or full satisfaction that all Special Improvement Districts and/or Special Service Districts affecting said property be paid in full or paid current.
11. Require Acceptance and Acknowledgment of the Lack of Dedicated Access, as shown on Schedule B - Section 2.
12. Require satisfactory evidence that the Special Service Districts (SSDS) shown on Schedule B - Section 2, be paid current and/or paid in full.
13. Require acceptance and acknowledgment of the Application for Assessment and Taxation of Agricultural Land recorded as Doc No. [20140005814](#) , shown on Schedule B - Section 2 herein or payment of any "Rollback Taxes" that may be assessed. (Affects Parcels 1 and 3)
14. Require acceptance and acknowledgment of the Application for Assessment and Taxation of Agricultural Land recorded as Doc No. [20150039813](#) , shown on Schedule B - Section 2 herein or payment of any "Rollback Taxes" that may be assessed. (Affects Parcel 2)
15. Require acceptance and acknowledgment of the Application for Assessment and Taxation of Agricultural Land recorded as Doc No. [20140001779](#) , shown on Schedule B - Section 2 herein or payment of any "Rollback Taxes" that may be assessed. (Affects Parcel 4)

This page is only a part of a 2021 ALTA® Commitment for Title Insurance . This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 16 | Commitment Number: 234930 - 8th Amended



16. Release, Reconveyance, Satisfaction of the Trust Deed, and Signed Authorization to Close Account (where applicable) signed by the Trustor(s), recorded as Doc. No. [20230015928](#) , as shown on Schedule B - Section 2. (Affects Parcels 5, 6 and 16)
17. Release, Reconveyance, Satisfaction of the Second Trust Deed, and Signed Authorization to Close Account (where applicable) signed by the Trustor(s), recorded as Doc. No. [20230015929](#) , as shown on Schedule B - Section 2. (Affects Parcel 16)
18. Release, Reconveyance, Satisfaction of the Deed of Trust, and Signed Authorization to Close Account (where applicable) signed by the Trustor(s), recorded as Doc. No. [20100030494](#) , as shown on Schedule B - Section 2. (Affects Parcels 11 and 12)
19. Intentionally Removed
20. Require a Certified Survey be performed and submitted to this office locating any discrepancies, conflicts in boundary lines, shortages in area, encroachments, improvements and their location relative to the boundaries of the property described herein. In the event a Certified Survey is not obtained, require the Vestee/Proposed Insured accept and acknowledge Exception No.s 3 and 48 will remain on the Final Title Policy. Additional exceptions and requirements may be added. (Affects Parcels 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 17, 18, 19 and 20)
21. Provide Insurer with a copy of the Certificate of Organization for De La Tierra Holdings LLC, a Utah limited liability company, together with the management/operating agreement and all amendments thereto, along with verification of good standing, prior to the close of escrow.
22. Provide Insurer with a copy of the Certificate of Organization for Kokopelli Estates, LLC, together with the management/operating agreement and all amendments thereto, along with verification of good standing, prior to the close of escrow.
23. Provide Insurer with a copy of the Certificate of Organization for Kokopelli Homes, LLC, together with the management/operating agreement and all amendments thereto, along with verification of good standing, prior to the close of escrow.
24. Provide Insurer with a copy of the Certificate of Organization for Kokopelli Properties, LLC, together with the management/operating agreement and all amendments thereto, along with verification of good standing, prior to the close of escrow.
25. Requirement to issue an ALTA Extended Coverage Policy of Title Insurance, a check of the State Construction Registry for filings of any notices must be completed prior to recording of the Deed of Trust and is subject to the findings thereof, additional exceptions and requirements may be added.
26. Require underwriter approval before the issuance of the Policy of Title Insurance herein referred to. Upon review of such, additional exceptions and requirements may be added.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance . This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 17 | Commitment Number: 234930 - 8th Amended



SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat 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 will be excepted from coverage.

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

1. Any facts, rights, interests, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land, or claiming to be in possession thereof.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that 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) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) 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.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the records or attaching subsequent to the effective date hereof but prior to the date the proposed acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
9. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
10. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said property.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 18 | Commitment Number: 234930 - 8th Amended



11. Taxes for the current year 2025 which are liens, but not yet due or payable. (NOTE: Taxes for the year 2024, in the following amount(s), are PAID:
- \$0.62 under Tax Serial No. [AV-2169-B](#), Account No. 0310931 (Affects Parcel 1);
- \$0.69 under Tax Serial No. [AV-2196-F](#), Account No. 0867415 (Affects Parcel 2);
- \$0.21 under Tax Serial No. [AV-2196-B](#), Account No. 0310949 (Affects Parcel 3);
- \$1.49 under Tax Serial No. [AV-2196-A-1](#), Account No. 0158363 (Affects Parcel 4);
- \$4,436.63 under Tax Serial No. [AV-2194-D](#), Account No. 0865774 (Affects Parcel 5);
- \$1,633.07 under Tax Serial No. [AV-2194-B](#), Account No. 0738727 (Affects Parcel 6);
- \$1,916.10 under Tax Serial No. [AV-2-2-28-110](#), Account No. 0892640 (Affects Parcel 7);
- \$93.20 under Tax Serial No. [AV-2-2-28-240](#), Account No. 0885703 (Affects Parcel 8);
- \$3,302.46 under Tax Serial No. [AV-2-2-28-220](#), Account No. 0885710 (Affects Parcel 9);
- \$247.39 under Tax Serial No. [AV-2196-C](#), Account No. 0881453 (Affects Parcel 10);
- \$2,402.66 under Tax Serial No. [AV-2196-D](#), Account No. 0867338 (Affects Parcel 11 and other property);
- \$287.83 under Tax Serial No. [AV-2196-E](#), Account No. 0867345 (Affects Parcel 12);
- \$1,012.19 under Tax Serial No. [AV-2196-H](#), Account No. 0889077 (Affects Parcel 13);
- \$1,312.35 under Tax Serial No. [AV-2-2-27-430](#), Account No. 0892626 (Affects Parcel 14);
- \$969.01 under Tax Serial No. [AV-2-2-27-431](#), Account No. 0892633 (Affects Parcel 15);
- \$7,889.17 under Tax Serial No. [AV-2-2-27-432](#), Account No. 1120179 (Affects Parcel 16);
- \$1,021.10 under Tax Serial No. [AV-2-2-28-120](#), Account No. 0885695 (Affects Parcel 17);
- \$6.85 under Tax Serial No. [AV-2-2-28-221](#), Account No. 0885727 (Affects Parcel 18);
- \$6.85 under Tax Serial No. [AV-2196-I](#), Account No. 0889084 (Affects Parcel 19); and
- \$216.55 under Tax Serial No. [AV-2196-G](#), Account No. 0881460 (Affects Parcel 20).
12. Exceptions and Reservations, and rights incidental thereto, as reserved by the United States of America by Patent recorded November 3, 1931, as Entry No. [34623](#), in Book U-7, at Pages 584-585, Official Washington County Records, and wherein it recites in part as follows: (Affects Parcels 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20 and other property)
- "Reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States."

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 19 | Commitment Number: 234930 - 8th Amended



13. Subject to that certain Decree, recorded June 2, 1964, as Entry No. [121696](#) , in Book S-49, at Pages 94-99, Official Washington County Records, establishing and creating the Washington County Water Conservancy District. (Affects this and other property)
14. Subject to existing easement for electric power transmission facilities as are now in existence upon said lands, and rights incidental thereto, as reserved in Warranty Deed recorded April 14, 1983, as Entry No. [248321](#) , in Book 326, at Page 474, Official Washington County Records. (Affects Parcels 1, 2, 3 and 19)
15. Subject to existing easement for electric power transmission facilities as are now in existence upon said lands, and rights incidental thereto, as reserved in Warranty Deed recorded April 14, 1983, as Entry No. [248322](#) , in Book 326, at Page 475, Official Washington County Records. (Affects Parcels 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 20, and other property)
16. 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)
17. Lack of a Right of dedicated access to and from said Land. Right of dedicated access to and from the Land, if any, is not established of record and assurance of such right of dedicated access is excluded from coverage of the Policy.
18. Subject to a Blanket Easement (Development Access Including Utilities), executed by and between Kokopelli Homes, L.L.C., Laron W. Hall, Lowe Land Improvement, L.C., John E. Lowe aka John Lowe and Nancy S. Lowe, as GRANTORS and Clair Hall and Betty Jean Hall and Laron W. Hall, as GRANTEES, recorded April 13, 2010, as Doc. No. [20100011935](#) , Official Washington County Records. (Affects Parcels 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 17, 18, 19 and 20, and other property)
19. 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.

Town of Apple Valley, Utah Resolution No. R-2024-36, A Resolution Modifying, Limiting, and Revoking the Delegation of Authority to The Big Plains Water Special Service District, recorded September 13, 2024, as Doc No. [20240028791](#) , Official Washington County Records.
20. 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 Clair W Hall and Betty Jean Hall, recorded February 27, 2014, as Doc No. [20140005814](#) , Official Washington County Records. (Affects Parcels 1 and 3)
21. 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 Clair W Hall and Betty Jean Hall, recorded November 16, 2015, as Doc No. [20150039813](#) , Official Washington County Records. (Affects Parcel 2)

This page is only a part of a 2021 ALTA® Commitment for Title Insurance . This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 20 | Commitment Number: 234930 - 8th Amended



22. 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. R-2003-857, A Resolution of the County Commission of Washington County, Utah, Authorizing and Approving the Annexation of Certain Real Property into the Ash Creek Special Service District, recorded June 12, 2003, as Entry No. [824223](#) , in Book 1554, at Pages 102-106, 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.

Resolution No. R-2024-3352, A Resolution Annexing the Property Within the Municipal Limits of the Town of Virgin into Ash Creek Special Service District, recorded December 5, 2024, as Doc No. [20240038611](#) , Official Washington County Records.

Ash Creek Special Service District Town of Virgin Annexation, recorded December 5, 2024, as Doc No. [20240038612](#) , Official Washington County Records.

23. 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 December 2, 1965, as Entry No. [126362](#) , in Book S-58, at Page 487, Official Washington County Records, (Affects Parcels 3, 4, 6, 7, 8, 9, 10, 11, 14 and other property)
24. Subject to a Grant of Easement and Right of Way in favor of United States of America, Department of the Interior, Bureau of Land Management for a 1¼ inch plastic water pipeline Oak Spring Pipeline Job #4078 and rights incidental thereto recorded February 13, 1974, as Entry No. [159465](#) , in Book 149, at Pages 37-38, as shown on the Official Washington County Records described as follows: (Affects Parcels 8, 9, 11, 19 and other property)
25. Subject to a Water Well Conveyance & Easement Deed as set forth on Instruments recorded November 30, 1981, as Entry No. [233432](#) , in Book 301, at Page 951 and recorded August 20, 1984, as Entry No. [265351](#) , in Book 356, at Pages 745-748, as shown on the Official Washington County Records, more particularly described as follows: (Affects Parcels 3, 4, 6, 7, 8, 9, 10, 11, 14 and other property)

"1. 10.00 by 10.00 foot well site "fee simple" at the following described point of diversion, and located within the Southeast Quarter Southeast Quarter (SE¼SE¼) of Section 28, Township 42 South, Range 13 West, Salt Lake Base and Meridian, more particularly described as follows, to-wit:

2. A right of way for adequate egress and ingress from existing County Roadway Easement to the well described in #1 above, being 7.50 feet in width on each side of the following described centerline, to-wit:

3. A right of way from existing County Roadway over and across easement described in #2 above for the purpose of pipelines, water diversionary facilities, power lines, or any other necessary utility.

4. Right of way easement for water transmission lines and utility easements from existing well in #1 above, being 7.50 feet in width on each side of the following described centerline, to-wit."

This page is only a part of a 2021 ALTA® Commitment for Title Insurance . This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 21 | Commitment Number: 234930 - 8th Amended



26. Subject to the location of a Right-of-Way traversing in a Northeasterly/Southwesterly direction through a portion of said property as disclosed by Washington County Ownership Plats.
27. 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 LARON W HALL, recorded January 17, 2014, as Doc No. [20140001779](#) , Official Washington County Records. (Affects Parcel 4)
28. Subject to an Agreement for Easement and Right of Way, dated November 25, 1939, in favor of the United States of America, for the construction of one half mile of roadway with two cattle guards and gates, including the right of ingress and egress, and rights incidental thereto, as set forth in Instrument recorded January 9, 1939, as Entry No. [53833](#) , in Book U-9, at Page 392, Official Washington County Records, said easement and right of way over the tract, lot, piece, or parcel of land situate, lying and being in the County of Washington, State of Utah, bounded and particularly described as follows: (Affects Parcel 5)

One half mile 18 feet in width through the East Section of the Southwest Quarter (SW¼) of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian.

29. 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 April 29, 1970, as Entry No. [140504](#) , in Book 92, at Page 527, Official Washington County Records. (Affects Parcel 5)
30. Subject to Acknowledgement and Notice of Acknowledgement of Acceptance of R.S. 2477 Right-of-Way Grant, known as Little Creek Mountain Road, and rights incidental thereto, as set forth in Instrument, recorded May 12, 2008, as Doc No. [20080019355](#) , Official Washington County Records. (General Easement - exact location not disclosed) (Affects Parcel 5)
31. Subject to the location of an existing right of way traversing in a Southeasterly/Northwesterly direction through a portion of said property, as disclosed on the Official Ownership Plats on file in the Office of the Recorder of Washington County, State of Utah. (Affects Parcel 5)
32. Subject to a Reservation and an Easement in favor of UTAH SOUTH VINEYARDS, LLC, a Utah Limited Liability Company, for the right to drill two wells and a 15-foot easement for ingress and egress to each well, and rights incidental thereto, as reserved on Warranty Deed recorded December 16, 2022, as Doc. No. [20220053424](#) , Official Washington County Records, which recites, in part, as follows: (Affects Parcel 5)

"Reserving unto Grantor the right to drill two wells, the center points described as:

North 1235 feet and East 1209 Feet from the Southwest Corner of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian, and

South 1257 feet and East 1176 feet from the West 1/4 Corner of Section 27, Township 42 South, Range 12 West, Salt Lake Base and Meridian.

Together with a 150 non contamination radius around each center point, and a 15 foot easement for ingress and egress to each well."

This page is only a part of a 2021 ALTA® Commitment for Title Insurance . This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 22 | Commitment Number: 234930 - 8th Amended



33. Trust Deed, dated May 30, 2023, executed by DE LA TIERRA HOLDINGS LLC, as TRUSTOR, to SUTHERLAND TITLE COMPANY, as TRUSTEE, in favor of DRP MANAGEMENT, INC. PROFIT SHARING PLAN, as to an undivided 43% interest, A.W. HARDY FAMILY INVESTMENTS LTD, as to an undivided 43% interest and J. GORDON CASEY AND MERRILYN CASEY, Trustees or their successors in Trust, of THE CASEY LIVING TRUST, dated November 20, 2018, as to an undivided 14% interest, as BENEFICIARY, to secure the payment of \$2,832,500.00 and interest, recorded May 31, 2023, as Doc No. [20230015928](#) , Official Washington County Records. (Affects Parcels 5, 6 and 16)

Subordination Agreement, dated May 31, 2023, executed by DE LA TERRA HOLDINGS, LLC, a Utah limited liability company, to GIDC, LLC, recorded June 2, 2023, as Doc No. [20230016302](#) , Official Washington County Records, State of Utah, subordinating the lien of said Trust Deed to the lien of the Deed of Trust recorded as Doc. No. [20230015929](#) , Official Washington County Records. (Affects Parcel 16)

Assignment of Deed of Trust, from J. GORDON CASEY AND MERRILYN CASEY, Trustees or their successors in Trust, of THE CASEY LIVING TRUST, dated November 20, 2018, as to an undivided 14% interest, to DRP MANAGEMENT, INC. PROFIT SHARING PLAN, as to an undivided 7% interest, A.W. HARDY FAMILY INVESTMENTS LTD, as to an undivided 7% interest, recorded April 22, 2024, as Doc No. [20240012195](#) , Official Washington County Records. (Affects Parcels 5, 6 and 16)

34. Second Trust Deed, dated May 30, 2023, executed by DE LA TERRA HOLDINGS, LLC, a Utah limited liability company, as TRUSTOR, to SUTHERLAND TITLE COMPANY, as TRUSTEE, in favor of GIDC, LLC, as BENEFICIARY, to secure the payment of \$515,000.00 and interest, recorded May 31, 2023, as Doc No. [20230015929](#) , Official Washington County Records. (Affects Parcel 16)
35. Water Agreement, dated June 26, 2024, executed by and between BIG PLAINS WATER SPECIAL SERVICE DISTRICT, a Utah Special Service District ("Big Plains"), APPLE VALLEY TOWN, ("Town") , a Utah municipal corporation, and HIDDEN ROCK DEVELOPMENT GROUP, a Utah limited liability company ("Developer"), and subject to the terms, conditions and recitals contained therein, recorded July 18, 2024, as Doc No. [20240022673](#) , Official Washington County Records. (Affects Parcels 5, 6 and 16)
36. Development Agreement For OCULTA ROCA, dated June 26, 2024, between TOWN OF APPLE VALLEY, a Utah municipal corporation of the State of Utah ("Town"), and HIDDEN ROCK DEVELOPMENT GROUP, a Utah limited liability company ("Developer"), and and subject to the terms, conditions and recitals contained therein, recorded July 18, 2024, as Doc No. [20240022674](#) , Official Washington County Records. (Affects Parcels 5, 6 and 16)
37. First Development Agreement Addendum, dated September 25, 2024, by and between HIDDEN ROCK DEVELOPMENT GROUP, ("Developer"), and TOWN OF APPLE VALLEY ("Town"), and subject to the terms and conditions contained therein, recorded January 28, 2025, as Doc No. [20250002945](#) , Official Washington County Records. (Affects Parcels 5, 6 and 16)
38. First Water Agreement Addendum, dated September 25, 2024, by and between HIDDEN ROCK DEVELOPMENT GROUP, ("Developer") and BIG PLAINS WATER SPECIAL SERVICE DISTRICT, a Utah Special Service District ("District"), and subject to the terms and conditions contained therein, recorded January 28, 2025, as Doc No. [20250002946](#) , Official Washington County Records. (Affects Parcels 5, 6 and 16)
39. Subject to an Agreement for Easement and Right of Way, dated November 25, 1939, in favor of the United States of America, for the construction of one half mile of roadway with two cattle guards and gates, including the right of ingress and egress, and rights incidental thereto, as set forth in Instrument recorded January 9, 1939, as Entry No. [53833](#) , in Book U-9, at Page 392, Official Washington County Records. (Affects Parcel 6)

This page is only a part of a 2021 ALTA® Commitment for Title Insurance . This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 23 | Commitment Number: 234930 - 8th Amended



40. 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 April 29, 1970, as Entry No. [140504](#) , in Book 92, at Page 527, Official Washington County Records. (Affects Parcel 6)
41. Subject to the terms and conditions contained in that certain Deed of Partial Reconveyance, creating a Water Line Easement and Access Easement, recorded August 9, 2010, as Doc No. [20100026325](#) , Official Washington County Records. (Affects Parcels 7, 14 and 15)
42. Terms and Conditions of that certain Notice of Option, recorded April 13, 2010, as Doc No. [20100011937](#) , Official Washington County Records. (Affects Parcel 13 and other property)
43. Deed of Trust, dated September 9, 2010, executed by LOWE LAND IMPROVEMENT, LC, as TRUSTOR, to ZIONS FIRST NATIONAL BANK, as TRUSTEE and BENEFICIARY, to secure the payment of \$1,462,500.00 and interest, recorded September 13, 2010, as Doc No. [20100030494](#) , Official Washington County Records. (Affects Parcels 11 and 12)

Substitution of Trustee, recorded March 16, 2011, as Doc. No. [20110008067](#) , Official Washington County Records, State of Utah, wherein MICHAEL W. SPENCE, ESQ. of RAY QUINNEY & NEBEKER P.C., is designated as Successor Trustee under said Deed of Trust.

Notice of Default, under the terms of said Deed of Trust recorded on March 16, 2011, as Doc. No. [20110008068](#) , Official Washington County Records.

44. Subject to an Access and Utility Easement in favor of JOHN E. LOWE, for a Sixty-Six (66) foot wide non-exclusive access and utility easement for travel, ingress and egress of any kind and for utilities over and across Parcel 11 and 12 described herein. This easement shall be perpetual and shall run to the benefit of JOHN E. LOWE, his authorized representatives, and his successors in ownership. This access, ingress and egress, and Utility Easement will run on Parcel 1 and North to South and be located on the East property line. Additionally a cart path easement for golf cart travel shall be located just South of the Goulds Wash on Parcel 11 and shall run from East to West to allow for Gold Cart travel across Parcel 11. A general access and utility easement shall be located on Parcel 12 on the North end of Parcel 12, and rights incidental thereto, as set forth in Instrument recorded September 13, 2010, as Doc. No. [20100030547](#) , Official Washington County Records. (Affects Parcels 11 and 12)
45. Subject to a Right of Way Easement, in favor of PacifiCorp, an Oregon corporation, its successors and assigns, for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of underground electric transmission, distribution and communications circuits, and rights incidental thereto, by Instrument recorded December 9, 2015, as Doc No. [20150042515](#) , Official Washington County Records. (Affects Parcels 4, 9, 11, 14 and 18)

The effects of Notice of Mortgage, executed by PacifiCorp, an Oregon corporation, dba Rocky Mountain Power, recorded April 18, 2016, as Doc No. [20160013404](#) , Official Washington County Records.

46. Intentionally Removed
47. Subject to all matters, items, narrative, legend, and other physical data, as set forth on Record of Survey performed by Cornerpoint Professional Land Surveyors Inc., and Certified by Michael W. Purdy, Professional Land Surveyor, State of Utah, License No. 334571, recorded July 18, 2021, as Entry No. RS008380-21, Official Washington County Records. (Affects Parcels 6 and 16 and other property)
48. Any discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct Survey would disclose. (Affects Parcels 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 17, 18, 19 and 20)

This page is only a part of a 2021 ALTA® Commitment for Title Insurance . This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 24 | Commitment Number: 234930 - 8th Amended



49. Subject to all matters, items, narrative, easements, legend, and other physical data, as set forth on Record of Survey performed by Surveyor222 Professional Land Surveyors, and Certified by James Victor Heinritz, Professional Land Surveyor, State of Utah, License No. 11072412-2201, dated June 24, 2025. (Affects portion)
50. The only Conveying Deeds affecting said Land, which recorded within 24 months of the date of this report, are as follows: NONE

Exceptions 1-8 will not appear in any Extended Policy and Exceptions 1-10 will not appear in any Extended Loan Policy to be issued hereunder.

Note: The names on Schedule A have been checked for judgments and, if any were found, are disclosed on Schedule B of this Commitment .

This page is only a part of a 2021 ALTA® Commitment for Title Insurance . This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 25 | Commitment Number: 234930 - 8th Amended






Old Republic - Common Endorsements

Ask us about the Old Republic “Plus ⊕” Policy which includes many endorsements as indicated below.

Note: The descriptions and pricing below are for informational purposes only and may change at any time. Endorsements may not be available or may have additional requirements for each transaction. Unless otherwise noted all endorsements are only available for loan policies. For full descriptions or copies of these endorsements please visit <https://www.alta.org/policy-forms/> or contact our office.

Endorsement	Description	Explanation	*Residential	*Commercial
4-06 ⊕	CONDO	This endorsement provides coverage against loss or damage resulting from certain condominium related risks.	\$20.00	Call - \$50 min
5-06 ⊕	PUD	This endorsement provides coverage against loss or damage resulting from certain risks related to planned unit developments.	\$20.00	Call - \$50 min
6-06 ⊕	Variable Rate Mortgage	This endorsement provides the lender with coverage against loss due to the invalidity, unenforceability or loss of priority of the lien of the Insured mortgage which might be caused by the provisions in the insured mortgage that allow for a variable interest rate.	No Charge	No Charge
7-06 ⊕ *if affixed	Manufactured Housing Unit	Intended for use with residential properties that include a mobile home or prefabricated housing units. The issuance of this endorsement requires that the manufactured housing unit be permanently affixed to the land pursuant to all statutory requirements so that it constitutes real property under the applicable state statute.	Call	N/A
8.1-06 ⊕	Environmental Protection Lien	This Endorsement provides coverage against loss or damage sustained by reason of the lack of priority of the insured mortgage over certain environmental protection liens.	\$20 (1-4) or \$100 structure	N/A
8.2-06	Commercial Environmental Protection Lien	This endorsement provides insurance for Loan and Owner's Policies on commercial property. It insures against existing recorded federal or state environmental protection liens.	N/A	\$100.00
9-06 ⊕	Restrictions, Encroachments, Minerals	This endorsement to the Loan policy insures against violations of restrictions, encroachments over easements, building lines or property lines, and damage by reason of mineral development.	\$25.00	Call- \$55 min
14.1-06 ⊕	14.1-06 Future Advance - Knowledge Residential	This insures priority of future advances in a mortgage with interest rate adjustments.	\$30.00	\$30.00
14.3-06 ⊕	14.3-06 Future Advance - Reverse Mortgage	Insures against the invalidity or unenforceability of the lien of the insured Reverse Mortgage.	\$30.00	N/A
22-06 ⊕	Alta 22-06 Street Address / Location	Loan or Owner's policy. Insures a named improvement is located within the boundaries of the insured land.	\$15.00	\$15.00
39-06	Alta 39-06 Policy Authentication	Assures an Insured against a denial of liability solely on the grounds that a policy is issued electronically or lacks original signatures.	No Charge	No Charge
102.4R	10.24 RESIDENTIAL - Foundation	Provides coverage to a Lender relating to the location of the foundation of improvements under construction.	\$40.00	\$115.00
102.5-06R	102.5-06 RESIDENTIAL - Foundation	Foundations – no violation, no encroachment onto easements or adjoining land.	\$60.00	\$150.00
122	122 - Construction Loan Advance	Provides coverage to a Lender concerning obligatory advances made under the insured mortgage when the original policy amount is for the full amount of the loan.	\$100.00	\$100.00
Natural Person Deletion	Natural Person Deletion	Deletes the requirement in a Homeowner's policy that the insured be a natural person.	\$25.00	N/A
UT SCR	Notice of Construction loan	Insures against loss or damage sustained by the Insured by reason of the failure of a Notice of Construction Loan pertaining to the Insured Mortgage, as defined in Utah Code 38-1a-601, to be filed in the Utah State Construction Registry.	Call - \$250 max	Call - \$250 max

* Effective as of 8/17/21

 OLD REPUBLIC TITLE	
FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and employment information• Mortgage rates and payments and account balances• Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don’t share
For joint marketing with other financial companies	No	We don’t share
For our affiliates’ everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes — information about your creditworthiness	No	We don’t share
For our affiliates to market to you	No	We don’t share
For non-affiliates to market to you	No	We don’t share

	Go to www.oldrepublictitle.com (Contact Us)
--	---

Who we are

Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
--------------------------------------	--

What we do

How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company
Old Republic Title Company	Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.
Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC	

SOUTHERN UTAH TITLE COMPANY

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our Internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, title companies, exchange companies, appraisers, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Southern Utah Title Company
20 North Main #403, St. George, UT 84770

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

SECTION 27
T22S - R12W
SCALE: ONE INCH=600 FEET
SAYL LANE BARE & VERNON
WASHINGTON COUNTY, UTAH

AV-219-B
AV-219-C
AV-219-D
AV-219-E
AV-219-F
AV-219-G
AV-219-H
AV-219-I
AV-219-J
AV-219-K
AV-219-L
AV-219-M
AV-219-N
AV-219-O
AV-219-P
AV-219-Q
AV-219-R
AV-219-S
AV-219-T
AV-219-U
AV-219-V
AV-219-W
AV-219-X
AV-219-Y
AV-219-Z

WASHINGTON COUNTY COURTHOUSE
WASHINGTON COUNTY JAIL

Section 27
T22S - R12W
SCALE: ONE INCH=600 FEET
SAYL LANE BARE & VERNON
WASHINGTON COUNTY, UTAH

SEE SEC 20
N. of 8th St.
Adm. Section 28 Section 21

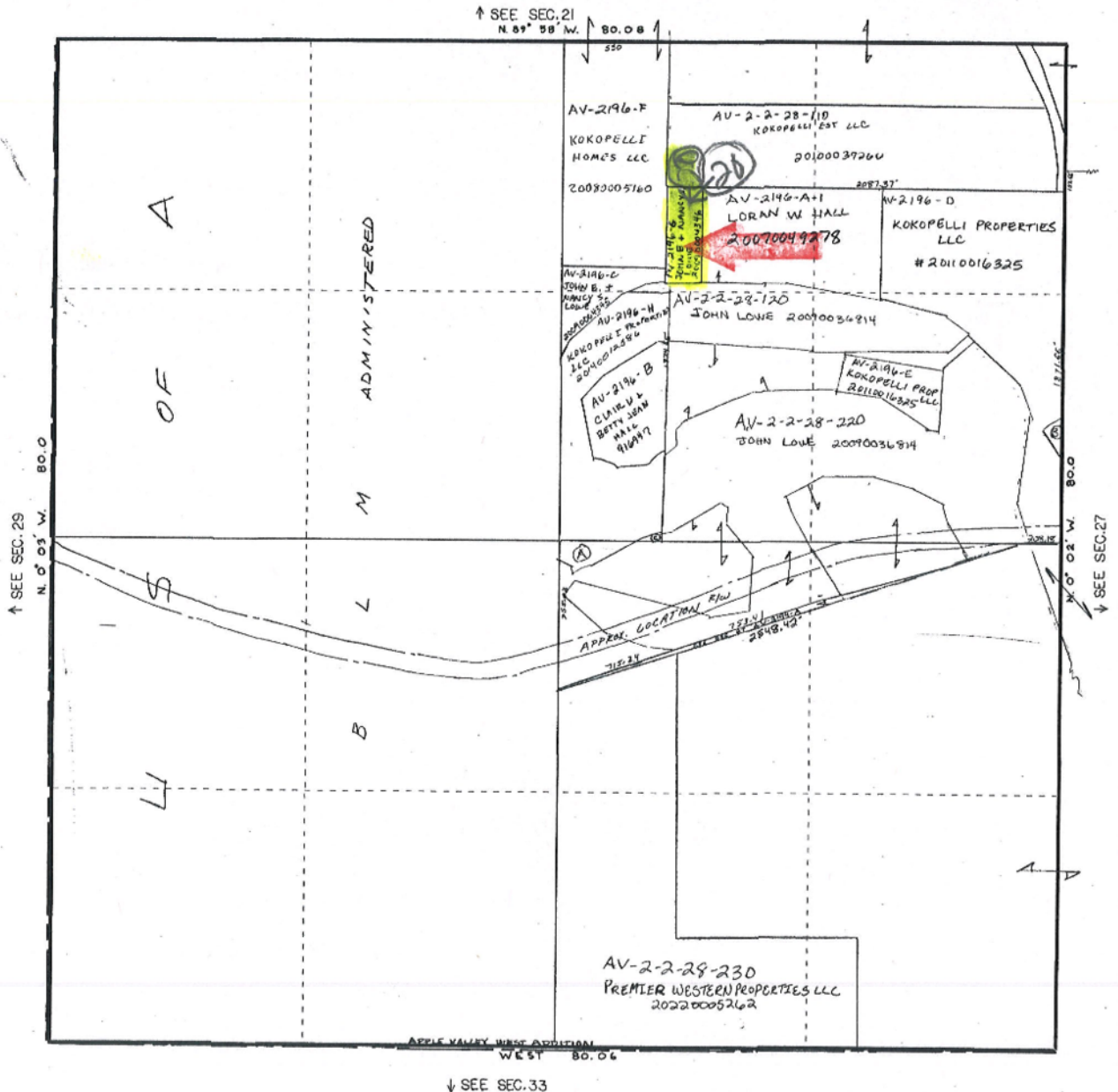
This map is for information purposes only and is in no way to be incorporated as being part of this Commitment and/or Title Insurance Policy

SECTION 28
T42 S -- R12 W
SALT LAKE BASE & MERIDIAN
SCALE: ONE INCH=400 FEET
WASHINGTON COUNTY, UTAH

- (A) AV-2-2-28-240 JOHN LOWE 20090036814
- (B) AV-2-2-28-221 JOHN LOWE 20090036814
- (C) AV-2196-I KOKOPELLI HOMES LLC 20100011934

This plat is furnished for information only. No liability is assumed by the Surveyor or Recorder's Office as to correctness of such data.

Washington County Recorder



AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
)
COUNTY OF WASHINGTON)

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

Paul Dee Israelsen

Property Owner

Property Owner

Subscribed and sworn to me this 2nd day of July, 20 25.



Notary Public

Residing in: Hyrum, UT

My Commission Expires: 9-29-27

AGENT AUTHORIZATION

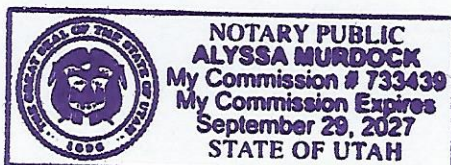
I (We), Bitterwater Enterprises, LLC, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Hidden Rock Development to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative body in the Town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

Paul Dee Israelsen

Property Owner

Property Owner

Subscribed and sworn to me this 2nd day of July, 20 25.



Notary Public

Residing in: Hyrum, UT

My Commission Expires: 9-29-27

**AFFIDAVIT
PROPERTY OWNER**

STATE OF UTAH)
)
COUNTY OF WASHINGTON)

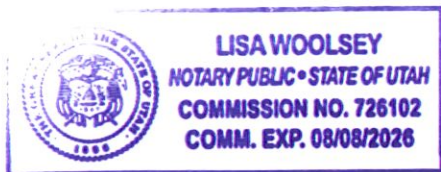
I (We) John E. Lowe, being duly sworn, depose and say that I (We) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct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

[Signature]

Property Owner

Property Owner

Subscribed and sworn to me this 16th day of July, 2025.



[Signature]
Notary Public
Residing in: 223 W 1550 S Morgan, UT 84050
My Commission Expires: 8/8/2026

AGENT AUTHORIZATION

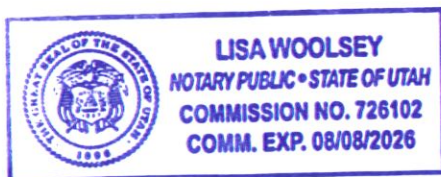
I (We), John E. Lowe, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) De La Tierra Holdings LLC to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative body in the Town of Apple Valley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

[Signature]

Property Owner

Property Owner

Subscribed and sworn to me this 16th day of July, 2025.



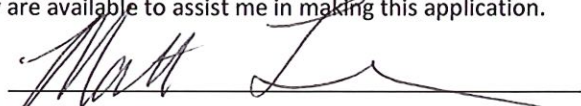
[Signature]
Notary Public
Residing in: 223 W 1550 S Morgan, UT 84050
My Commission Expires: 8/8/2026

**AFFIDAVIT
PROPERTY OWNER**

STATE OF UTAH)
)
COUNTY OF WASHINGTON)

Premier Western Properties

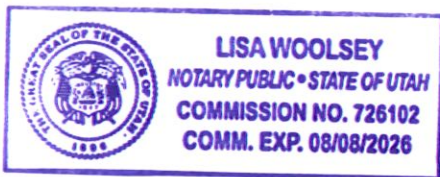
I (We) _____, being duly sworn, depose and say that I (We) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the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

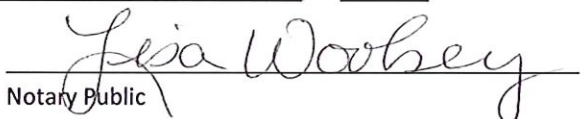


Property Owner

Property Owner

Subscribed and sworn to me this 16th day of July, 2025.





Notary Public

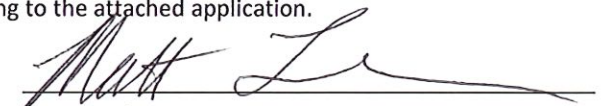
Residing in: 223 W 1550 S Morgan, UT 84050

My Commission Expires: 8/8/2026

AGENT AUTHORIZATION

Premier Western Properties

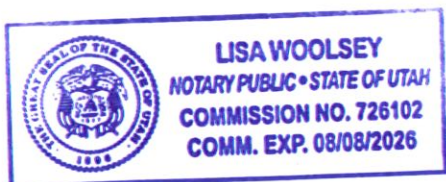
I (We), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) De La Tierra Holdings LLC to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative body in the Town of Apple Valley considering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

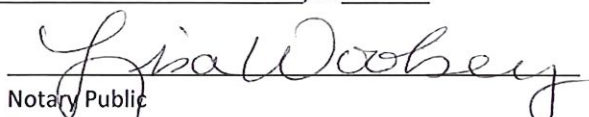


Property Owner

Property Owner

Subscribed and sworn to me this 16th day of July, 2025.





Notary Public

Residing in: 223 W 1550 S Morgan, UT 84050

My Commission Expires: 8/8/2026



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

Parcel ID# _____

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, Hidden Rock Development Group am/are the applicant(s) of the application known as
AV-2194-D + AV-2194-B + AV-2-27-432 located on parcel(s)
_____ within the Town of Apple Valley, Washington County, Utah.

By my/our signatures(s) below, I/we do hereby acknowledge and agree to the following:

1. Approval of a development application by the Town does not guarantee that sufficient water will be available to serve the zone, project, or permit for which this application is being submitted; and
2. Prior to receiving final approval for the application, and/or any building permit, the applicant may be required by the Town of Apple Valley to provide a guarantee of water service through a "Will Serve" letter from the Big Plains Water and Sewer Special Service District ("District") which verifies that there is a sufficient water supply and guarantee of water for the application or proof that another guaranteed source of water is available to the applicant; and
3. For any application which may be approved without the "Will Serve" letter from the District, the applicant assumes the entire risk of water availability for the project and/or application.

Signature(s):

Anish Bhatia

Name

Applicant/Owner

11/7/22

Date

Dallin Jolley

Name

Applicant/Owner

11.7.22

Date

Name

Applicant/Owner

Date

State of Utah)
County of Washington)§

On this 7th day of November, in the year 2022, before me, Mitchell Harris a notary public, personally appeared Anish Bhatia & Dallin Jolley, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

