



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

See Fee Schedule Page 2

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

Owner: Jordan Holm	Phone: 435-251-7872
Address: [REDACTED]	Email: [REDACTED]
City: [REDACTED]	State: [REDACTED] Zip: [REDACTED]
Agent: (If Applicable)	Phone: [REDACTED]
Address/Location of Property: 2745 N Purple Sage Rd	Parcel ID: AV-1311-V
Existing Zone: RE-10	Proposed Zone: AG-5, AG-5
For Planned Development Purposes: Acreage in Parcel <u>20</u> Acreage in Application <u>20</u>	
Reason for the request to prepare for lot split	

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

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

Applicant Signature <i>Jordan Holm</i>	Date 06/24/25
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Official Use Only	Amount Paid: \$ 1,800.00	Receipt No: 56894
Date Received: 6/24/25	Date Application Deemed Complete:	
By: <i>[Signature]</i>	By:	



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Parcel ID#

AV-1311-V

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, Jordan Holm am/are the applicant(s) of the application known as
Zone Change located on parcel(s)
AV-1311-V 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, subdivision, or development for which this application is being submitted; and
2. Prior to receiving approval for the application, the applicant shall be required by the Town of Apple Valley to provide a Preliminary Water Service letter from the Big Plains Water Special Service District ("District") which verifies the conditions required to provide services to the project, subdivision or development; and
3. The applicant assumes the entire risk of water availability for the project, subdivision or development and/or application.

Signature(s):

Jordan Holm
Name

Jordan Holm
Applicant/Owner

6.24.25
Date

Name

Applicant/Owner

Date

Name

Applicant/Owner

Date

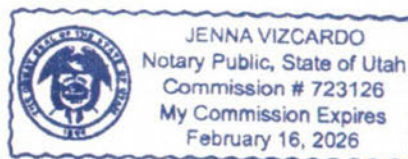
State of _____)
County of _____)§

On this 24 day of June, in the year 2025, before me, Jenna Vizcardo a notary public, personally appeared Jordan Holm, 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. JW

(notary signature)

(seal)



SUBDIVISION APPROVAL PROCESS

AFFIDAVIT

PROPERTY OWNER

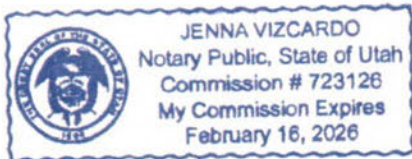
STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

I (We) Jordan Holm, 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.

Jordan Holm
Property Owner

Jordan Holm
Property Owner

Subscribed and sworn to me this 24 day of June, 2025.



Jenna Vizcardo
Notary Public

Residing in: Washington County.

My Commission Expires: _____

AGENT AUTHORIZATION

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

Property Owner

Property Owner

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

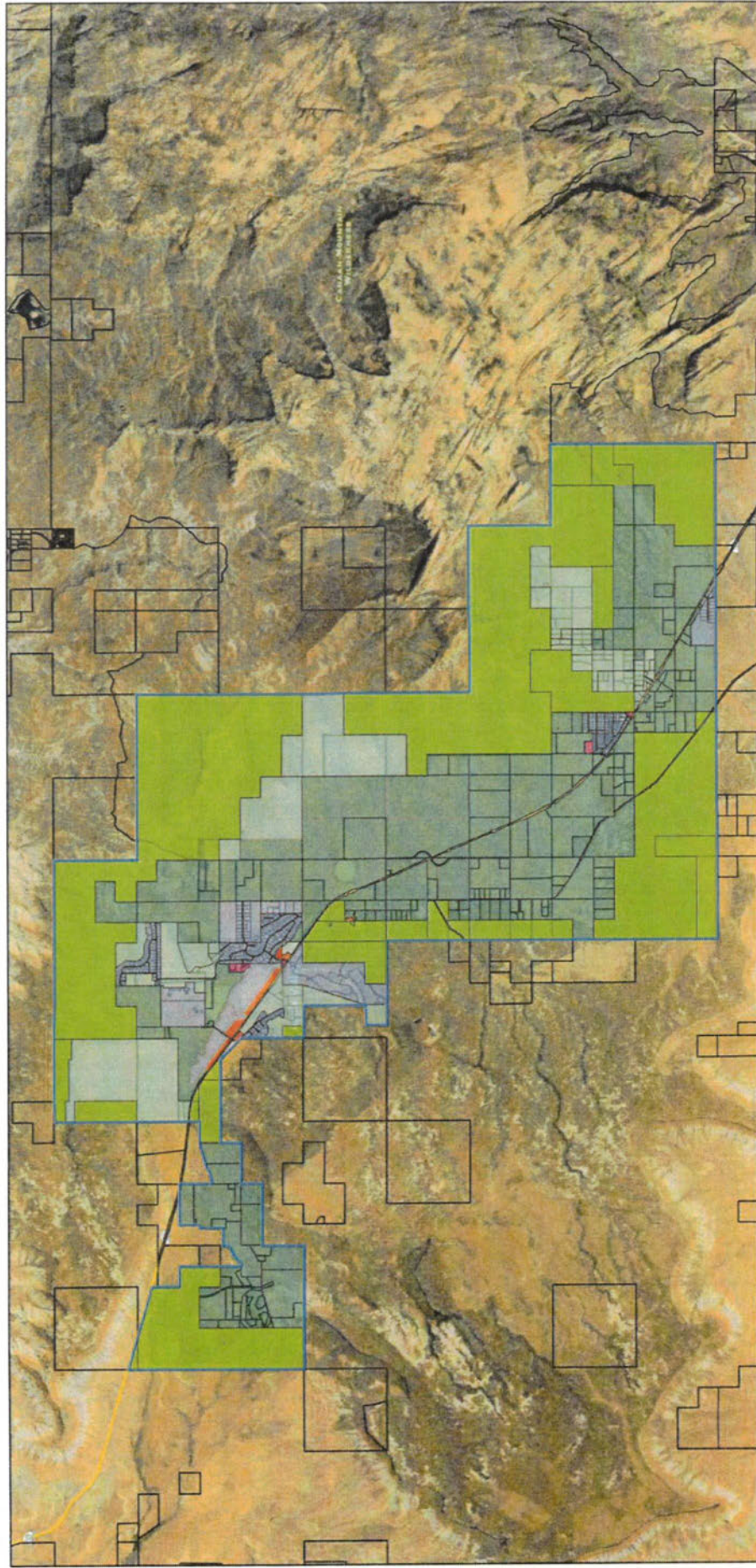
Notary Public

Residing in: _____

My Commission Expires: _____

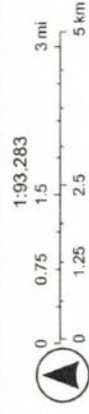


Apple Valley Proposed General Plan 4/28/25



4/28/2025, 1:59:42 PM

- Town Boundary
- General Plan
- A - Agricultural
- C - Commercial
- CTP - Cabin/Tiny Home
- INST - Institutional
- OS - Open Space
- R2 - Residential Medium: 1 - 5 Acres
- R3 - Residential Low: 5 + Acres
- Washington County Parcels



Account 1066400

Location	Owner	Value
Account Number 1066400	Name HOLM JORDAN	Market (2025) \$330,000
Parcel Number AV 1311 V		Taxable \$330,000
Tax District 45 - Apple Valley Town		Tax Area: 45 Tax Rate: 0.006853
Acres 20.00		Type Actual Assessed Acres
Situs 2745 N PURPLE SAGE RD , APPLE VALLEY		Non
Legal S: 18 T: 42S R: 11W BEGINNING AT THE QUARTER SECTION CORNER COMMON TO SECTION 18 AND SECTION 19, OF TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°05'23" WEST ALONG THE QUARTER SECTION LINE 80.03 FEET; THENCE EAST 724.06 FEET TO THE WEST LINE OF APPLE VALLEY RANCH SUBDIVISION GOOSEBERRY UNIT #1, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NO. 485280, SAID POINT ALSO BEING THE WEST LINE OF PURPLE SAGE ROAD, AND RUNNING ALONG SAID LINE SOUTH 1134.53 FEET TO THE NORTHEAST CORNER OF LOT 32 OF SAID SUBDIVISION, THENCE WEST 400.00 FEET TO THE NORTHWEST CORNER OF LOT 31 OF SAID SUBDIVISION, THENCE SOUTH 129.89 FEET; THENCE WEST 50.00 FEET; THENCE SOUTHERLY ALONG A 325.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 02°55'25" EAST A DISTANCE OF 33.12 FEET), CENTER POINT LIES NORTH 89°59'50" EAST, THROUGH A CENTRAL ANGLE OF 05°50'29" A DISTANCE OF 33.13 FEET; TO THE NORTHEAST CORNER OF LOT 30 OF SAID SUBDIVISION, THENCE WEST ALONG THE NORTH LINE SAID LOT 30, 273.51 FEET TO THE NORTHWEST CORNER SAID LOT 30, SAID POINT ALSO BEING ON THE CENTER SECTION LINE OF SECTION 19, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 00°05'58" WEST ALONG SAID SECTION LINE 1217.47 FEET TO THE POINT OF BEGINNING.		Primary \$330,000 \$33 ,000 20.000
Land		
Parent Accounts 0631070		
Parent Parcels AV-1311-U		
Child Accounts		
Child Parcels		
Sibling Accounts		
Sibling Parcels		

Transfers	Entry Number	Recording Date
	20160028175	08/04/2016 02:44:57 PM
	20200020027	04/23/2020 03:22:58 PM
	20220051468	11/30/2022 08:24:08 AM
	20220051469	11/30/2022 08:24:08 AM
	20240028791	09/13/2024 11:57:13 AM

Tax	Taxes	Images
Tax Year		• GIS
*2025	\$2,261.49	
2024	\$2,261.49	

* Estimated



11 North 300 West, Washington, Utah 84780
TEL 435.652.8450 | FAX 435.652.8416

June 2, 2023

Preliminary Water Service Letter
For
AV-1311-V
(1 lot)
Jordan Holm (Applicant)

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. Proposed connection into Apple Valley water system.
 - a. We will need engineering calculations to ensure proper culinary requirements, fire flows and pressures throughout the development's system.
2. If current infrastructure is unable to meet flow requirements; and upon discussion and approval of the District you may be required to bring source, build a tank and infrastructure designed to meet culinary, irrigation, and fire suppression needs as requisite by the District.
3. Municipal/Culinary water rights will be required to be deeded to the District at 1 Acft per connection.
4. Standard impact and connection fees will apply.
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 and easements 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.

This is NOT a Will Serve Letter, final Will Serve letter will be issued once requirements have been met and the required municipal water rights have been deeded to the district.

This letter will Expire in 6 months from the date on this letter which is Dec 2nd, 2023.

Please call me at (435) 652-8450 with any questions or comments.

Sincerely,

Nathan Wallentine
Big Plains Water Special Service District - District Engineer



455 N Old Hwy 91
Hurricane, UT 84737

8/26/24

Jordan Holm


Dear Jordan,

Enclosed is your copy of the Rocky Mountain Power Permanent Service contract for extending residential electric service to a residence of a permanent nature, located at or near 2749 N Gooseberry Way, Apple Valley, UT.

If you have any additional questions concerning this matter, please call.

Sincerely,

Leanne Evans
Service Coordinator
Dixie Operations
(435)688-3707

(UT Jan2020)

Account #:43514475 001
Service ID #:417067641 001

Ruston Jenson
C/C: 11391
Request #: 7042469
Contract #: **554812468**

**RESIDENTIAL
PERMANENT SERVICE CONTRACT
between
ROCKY MOUNTAIN POWER
and
JORDAN HOLM**

This Residential Service Contract ("Contract"), dated June 25, 2023, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **Jordan Holm** ("Customer"), and is for extending **Residential** electric service to a residence of a permanent nature, located at or near 2749 N. Gooseberry Way, Apple Valley, Utah.

Company's filed tariffs and the rules of the Utah Public Service Commission regulate this Contract. They are available for review upon request.

1. **Term.** This Contract becomes effective when both Customer and Company have signed it, and will remain in effect for a period of ten (10) years.
2. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to Customer's facilities.
3. **Company Investment.** Company agrees to provide an Extension Allowance of \$2,200.00, towards Company facilities to serve Customer's residence, as provided for in the tariff, and Customer warrants that the residence is permanent in nature.
4. **Customer Advance.** Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. Customer trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company lines and equipment, may also be subject to refund as calculated using Company standard costs. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

X **Refund Option.** The total Customer Advance for this work is \$17,752.00, the **balance due is \$17,752.00**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the new line within ten years of the date company is ready to supply service. Company will refund twenty percent (20%) of the refundable Customer Advance allocable to the cost of the **shared** improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional customer connecting to the new line.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of \$250 and **waive their right to refunds should additional customers connect to this line.** Accordingly, the **balance due is \$17,502.00.**

5. Customer Obligations. Customer agrees to:

- a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;
- b) Prepare the route to Company's specifications;
- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal-rights of ways;
- d) Take service for not less than sixty (60) months; and,
- e) Comply with all of Company's tariffs, procedures, specifications and requirements.

6. Underground Facilities. If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. ~~Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.~~

If any change in grade or surface improvements on Customer's property, change in Customer's property lines, failure to install to the specifications in Company's Electric Service Requirements Manual, or failure to install facilities within legal rights-of-way, require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost. The provisions of this paragraph 6 shall survive the termination of this Contract.

7. Effective. This Contract will expire unless Customer:

- a) Signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of the Contract, and
- b) Is ready to receive service within one-hundred fifty (150) days of the Customer signature date given below.

8. Special Provisions: None

9. Assignment. Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

10. Waiver of Jury Trial. ~~To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Contract. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.~~

11. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **The Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

JORDAN HOLM

By

signature

NAME (type or print legibly)

DATE

Jordan Holm

TITLE

Owner

7-14-23

ROCKY MOUNTAIN POWER

By

signature

NAME (type or print legibly)

NAME (type or print legibly)

DATE

TITLE

TITLE

Lonnie Hoggard

Manager

4/11/24

Customer's Mailing Address for Executed Contract

Jordan Holm

ATTENTION OF

ADDRESS

CITY, STATE, ZIP

EMAIL ADDRESS

Rocky Mountain Power's Mailing Address for Executed Contract

455 N. Old Hwy 91


ADDRESS

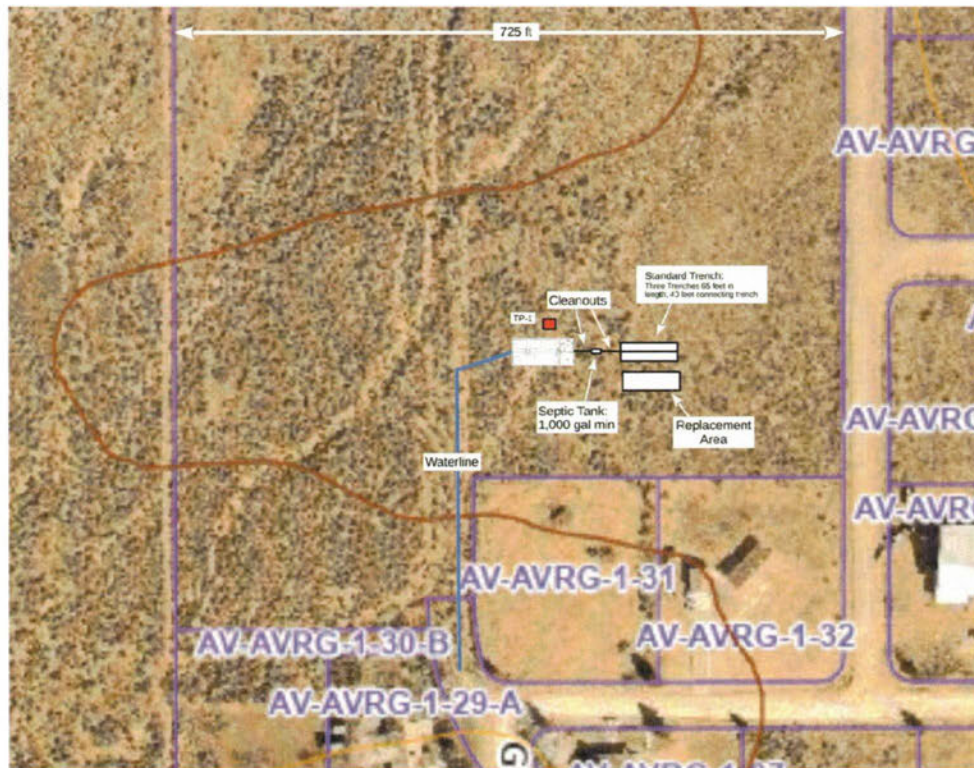
Hurricane, UT 84737

CITY, STATE, ZIP

ruston.jenson@rockymountainpower.net

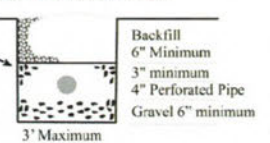
EMAIL ADDRESS


 Scale 1" = 100'
 0' 50' 100'
 Parcel: AV-1311-V-3



Filter Fabric (4 oz. minimum)

Deep Wall Trench Detail



- Gravel shall consist of material ranging from 3/4 to 2-1/2 inches in diameter shall cover the coarse drain media to permit leveling of the distribution pipe and shall extend the full width and length of the trenches.
- Drain lines within the leech field shall consist of 4-inch perforated pipe from an approved manufacturer.
- Distribution lines should consist of 4 inch pipe from an approved manufacturer.
- Distribution lines crossing under the driveway should be sleeved to prevent crushing.

SEPTIC SYSTEM DESIGN INFORMATION

Bath/Garage:	1 Office and 1 Kitchen
Number Rooms:	300 gal minimum
Flow Rate:	1,000 gallon tank minimum
Septic Tank:	Silt Loam (Granular)
Soil Texture:	0.4 gal/ft ² /day
Hydraulic Loading Rate:	667 ft ²
Required Leach Area:	
Leach Field:	3 lines, 65 feet in length each
Number of Leach Lines:	4 lines, 10 feet in length each
Connecting Trench Length:	705 ft
Provided Area:	
Elevations	
Relative Outlet from House:	-1.5 ft (Bottom of Footing)
Relative Inlet Elevation (Septic):	-2.0 ft
Relative Outlet Elevation (Septic):	-2.5 ft
Relative Elevation Leach Field:	-2.75 ft

MINIMUM SEPARATION DISTANCES

A	Tank to building	5 feet
B	Tank to drain field	5 feet
C	Tank to water service	10 feet
D	Tank to property line	5 feet
E	Trench to trench	10 feet
F	Trench to water service	10 feet
G	Trench to foundation	10 feet
H	Trench to daylight	10 feet
I	Trench to property line	5 feet

Prepared by: Kent Nelson
 02941-OSP-2



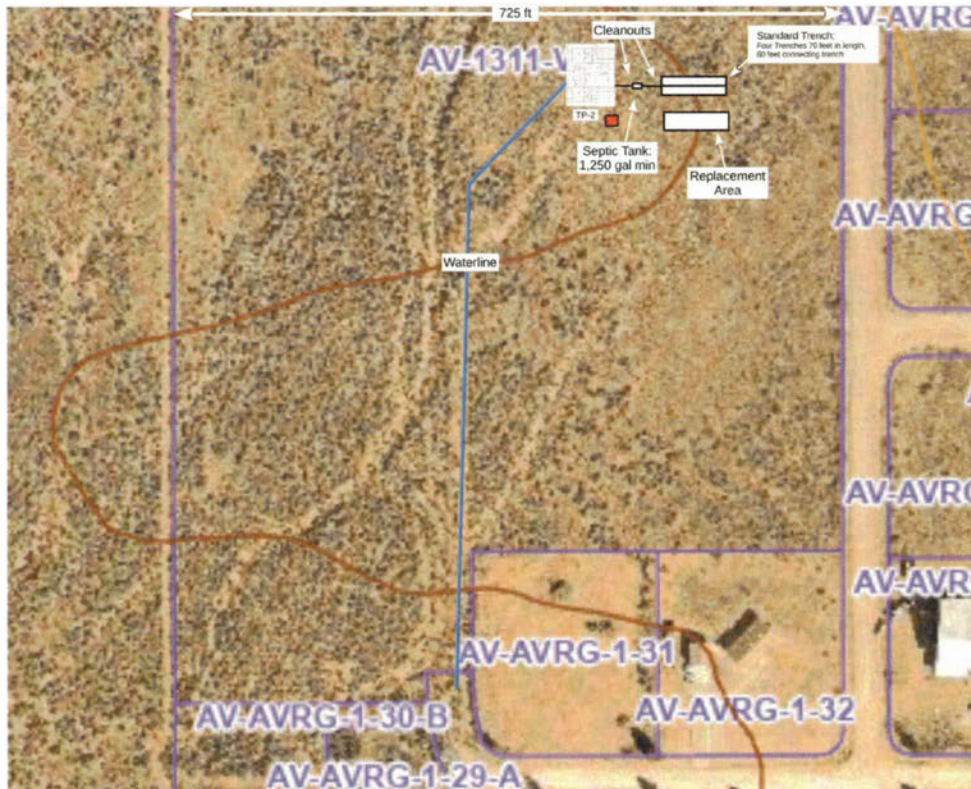
Septic System Layout and Detail
 Landmark Project No 21162

Figure 1A

Scale 1" = 100'

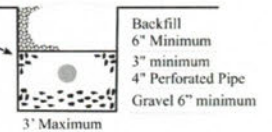
0' 50' 100'

Parcel: AV-1311-V-3



Filter Fabric (4 oz. minimum)

Deep Wall Trench Detail



- Gravel shall consist of material ranging from 3/4 to 2-1/2 inches in diameter shall cover the coarse drain media to permit leveling of the distribution pipe and shall extend the full width and length of the trenches.
- Drain lines within the leach field shall consist of 4-inch perforated pipe from an approved manufacturer.
- Distribution lines should consist of 4 inch pipe from an approved manufacturer.
- Distribution lines crossing under the driveway should be sleeved to prevent crushing.

SEPTIC SYSTEM DESIGN INFORMATION

House	
Number Rooms:	3 Bedrooms
Flow Rate:	150 gal/room
	450 gal minimum
Septic Tank:	1,250 gallon tank minimum
Soil Texture:	Silt Loam
	(Granular)
Hydraulic Loading Rate:	0.4 gal/ft ² /day
Required Leach Area:	1000 ft ²
Leach Field:	
Number of Leach Lines:	4 lines, 70 feet in length each
Connecting Trench Length:	6 lines, 10 feet in length each
Provided Area:	1020 ft ²

Elevations	
Relative Outlet from House:	-1.5 ft (Bottom of Footing)
Relative Inlet Elevation (Septic):	-2.0 ft
Relative Outlet Elevation (Septic):	-2.5 ft
Relative Elevation Leach Field:	-2.75 ft

MINIMUM SEPARATION DISTANCES

A	Tank to building	5 feet
B	Tank to drain field	5 feet
C	Tank to water service	10 feet
D	Tank to property line	5 feet
E	Trench to trench	10 feet
F	Trench to water service	10 feet
G	Trench to foundation	10 feet
H	Trench to daylight	10 feet
I	Trench to property line	5 feet

Prepared by: Kent Nelson
02941-OSP-2



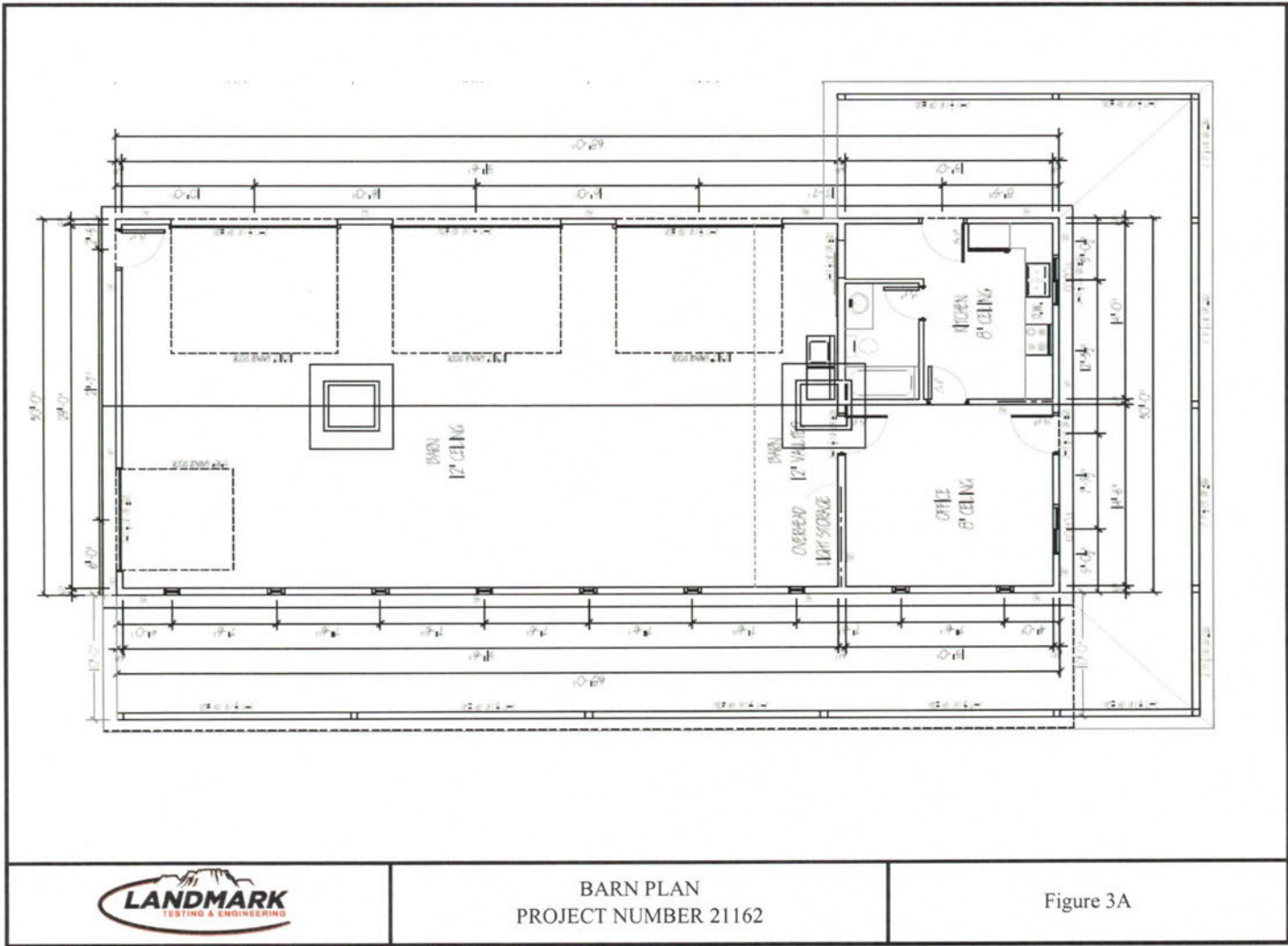
Septic System Layout and Detail
Landmark Project No 21162

Figure 1B



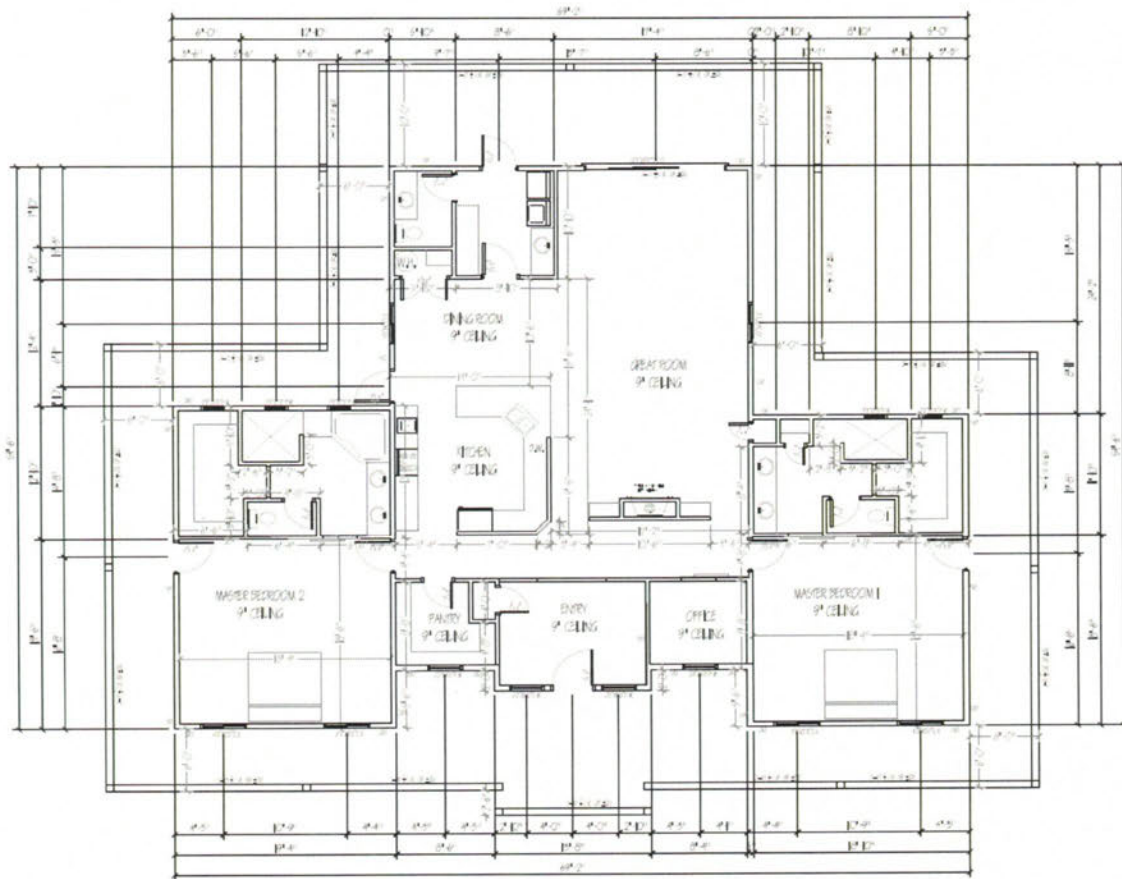
SITE MAP
PROJECT NUMBER 21162

Figure 2



BARN PLAN
PROJECT NUMBER 21162

Figure 3A



HOUSE PLAN
PROJECT NUMBER 21162

Figure 3B

Soil Exploration Pit Analysis Certificate

Please indicate all testing locations on plot map

Property Owner: Jordan Holm

Parcel Number: AV-1311-V

Location of property: North of Smithsonian Way West of Purple Sage Drive

Apple Valley

Utah 84737

City

State

Zip

SOIL EXPLORATION PIT ANALYSIS

(Minimum depth is 10 feet or 4 feet below the bottom of the proposed absorption system, whichever is greater)

Soil Exploration Pit # TP-1

Date of Exploration: February 19, 2021

Depth Interval	Soil Type	Soil Structure	%			Comments
			Sand	Silt	Clay	
0-2 ft	Sandy Loam	<input type="checkbox"/> Single Grain <input checked="" type="checkbox"/> Granular <input type="checkbox"/> Prismatic <input type="checkbox"/> Blocky <input type="checkbox"/> Massive				By texturing
2-8 ft	Silt Loam	<input type="checkbox"/> Single Grain <input checked="" type="checkbox"/> Granular <input type="checkbox"/> Prismatic <input type="checkbox"/> Blocky <input type="checkbox"/> Massive	38	62		By texturing and gradation
		<input type="checkbox"/> Single Grain <input type="checkbox"/> Granular <input type="checkbox"/> Prismatic <input type="checkbox"/> Blocky <input type="checkbox"/> Massive				
		<input type="checkbox"/> Single Grain <input type="checkbox"/> Granular <input type="checkbox"/> Prismatic <input type="checkbox"/> Blocky <input type="checkbox"/> Massive				
		<input type="checkbox"/> Single Grain <input type="checkbox"/> Granular <input type="checkbox"/> Prismatic <input type="checkbox"/> Blocky <input type="checkbox"/> Massive				
		<input type="checkbox"/> Single Grain <input type="checkbox"/> Granular <input type="checkbox"/> Prismatic <input type="checkbox"/> Blocky <input type="checkbox"/> Massive				
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		<input type="checkbox"/> Single Grain <input type="checkbox"/> Granular <input type="checkbox"/> Prismatic <input type="checkbox"/> Blocky <input type="checkbox"/> Massive				
		<input type="checkbox"/> Single Grain <input type="checkbox"/> Granular <input type="checkbox"/> Prismatic <input type="checkbox"/> Blocky <input type="checkbox"/> Massive				

Depth of bedrock: _____ ☒ Not encountered

Depth of encountered or anticipated ground water table: _____ ☒ Not encountered

Notes:

The soil encountered in the upper 2 feet of the test pit consisted of loose sandy loam. The sandy loam was underlain by dense silt loam. The silt loam was difficult to excavate at 8 feet with a Bobcat E45 mini excavator. This constitutes a confining layer. The hydraulic loading rate of the soil is 0.4 gal/day/ft².

CERTIFIED INDIVIDUAL PERFORMING ANALYSIS AND TESTING

Name: Kent Nelson, P.E.

Certification Number: 02941-OSP-2

Phone Number: 435-986-0566

Certification Expiration Date: 12/31/2023

I hereby certify that soils analysis have been conducted on the above property in accordance with Utah Administrative Code R317-4 Appendix D. I further certify that the results of the soils analysis, recorded above, are for the same property. Finally I certify that to the best of my knowledge, the information submitted on this form is true, accurate, correct and complete.

Signature: 

Date: 04/7/2021

Unsigned certificates will not be accepted.

Soil Exploration Pit Analysis Certificate

Please indicate all testing locations on plot map

Property Owner: Jordan Holm Parcel Number: AV-1311-V
Location of property: North of Smithsonian Way West of Purple Sage Drive Apple Valley Utah 84737
City State Zip

SOIL EXPLORATION PIT ANALYSIS

(Minimum depth is 10 feet or 4 feet below the bottom of the proposed absorption system, whichever is greater)

Soil Exploration Pit # TP-2 Date of Exploration: February 19, 2021

Depth Interval	Soil Type	Soil Structure	%			Comments
			Sand	Silt	Clay	
0-2 ft	Sandy Loam	<input type="checkbox"/> Single Grain <input checked="" type="checkbox"/> Granular <input type="checkbox"/> Prismatic <input type="checkbox"/> Blocky <input type="checkbox"/> Massive				By texturing
2-6 ft	Silt Loam	<input type="checkbox"/> Single Grain <input checked="" type="checkbox"/> Granular <input type="checkbox"/> Prismatic <input type="checkbox"/> Blocky <input type="checkbox"/> Massive	40	60		By texturing and gradation
		<input type="checkbox"/> Single Grain <input type="checkbox"/> Granular <input type="checkbox"/> Prismatic <input type="checkbox"/> Blocky <input type="checkbox"/> Massive				
		<input type="checkbox"/> Single Grain <input type="checkbox"/> Granular <input type="checkbox"/> Prismatic <input type="checkbox"/> Blocky <input type="checkbox"/> Massive				
		<input type="checkbox"/> Single Grain <input type="checkbox"/> Granular <input type="checkbox"/> Prismatic <input type="checkbox"/> Blocky <input type="checkbox"/> Massive				
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		<input type="checkbox"/> Single Grain <input type="checkbox"/> Granular <input type="checkbox"/> Prismatic <input type="checkbox"/> Blocky <input type="checkbox"/> Massive				
		<input type="checkbox"/> Single Grain <input type="checkbox"/> Granular <input type="checkbox"/> Prismatic <input type="checkbox"/> Blocky <input type="checkbox"/> Massive				

Depth of bedrock: ☒ Not encountered

Depth of encountered or anticipated ground water table: ☒ Not encountered

Notes:

The soil encountered in the upper 2 feet of the test pit consisted of loose sandy loam. The sandy loam was underlain by dense silt loam. The silt loam was difficult to excavate at 6 feet with a Bobcat E45 mini excavator. This constitutes a confining layer. The hydraulic loading rate of the soil is 0.4 gal/day/ft².

CERTIFIED INDIVIDUAL PERFORMING ANALYSIS AND TESTING

Name : Kent Nelson, P.E. Certification Number: 02941-OSP-2
Phone Number: 435-986-0566 Certification Expiration Date: 12/31/2023

I hereby certify that soils analysis have been conducted on the above property in accordance with Utah Administrative Code R317-4 Appendix D. I further certify that the results of the soils analysis, recorded above, are for the same property. Finally I certify that to the best of my knowledge, the information submitted on this form is true, accurate, correct and complete.

Signature:  Date: 04/7/2021

Unsigned certificates will not be accepted.



Agent for
First National Title Insurance Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Effective Date: May 9, 2025 at 8:00 AM

Commitment No.: 083869
Amendment No. 1

- | | | |
|---|-------------|----------|
| 1. Policy or Policies to be Issued: | Amount | Premium |
| a. ALTA Extended Loan Policy | \$55,000.00 | \$246.00 |
| Proposed Insured: A Natural Person or Legal Entity To Be Determined | | |
| Endorsements: | | |
2. The estate or interest in the land described or referred to in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:
- Jordan Holm
3. The land referred to in the Commitment, located in Washington County, is described as follows:
- See Exhibit A attached hereto and made a part hereof.
- Said property is located in Washington County, State of Utah also known as:
- 2745 N Purple Sage Road, Apple Valley, UT 84737
- APN: AV-1311-V



Shane Curlis, Title Officer
US Title Insurance Agency

EXHIBIT "A"

Beginning at the Quarter Section corner common to Section 18 and Section 19 of Township 42 South, Range 11 West of the Salt Lake Base and Meridian, and running thence North $00^{\circ}05'23''$ West along the Quarter Section line 80.03 feet; thence East 724.06 feet to the West line of Apple Valley Ranch Subdivision Gooseberry Unit #1, recorded in the Office of the Washington County Recorder as Document No. 485280, said point also being the West line of Purple Sage Road; running along said line South 1134.53 feet to the Northeast corner of Lot 32 of said subdivision; thence West 400.00 feet to the Northwest corner of Lot 31 of said subdivision; thence South 129.89 feet; thence West 50.00 feet; thence Southerly along a 325.00 foot radius non-tangent curve to the left, (long chord bears South $02^{\circ}55'25''$ East a distance of 33.12 feet), center point lies North $89^{\circ}59'50''$ East through a central angle of $05^{\circ}50'29''$ a distance of 33.13 feet to the Northeast corner of Lot 30 of said subdivision; thence West along the North line of said Lot 30 273.51 feet to the Northwest corner of said Lot 30, said point also being on the Center Section line of Section 19, Township 42 South, Range 11 West of the Salt Lake Base and Meridian; thence North $00^{\circ}05'58''$ West along said Section line 1217.47 feet to the point of beginning.

Situated in Washington County, State of Utah

APN: AV-1311-V

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - PART I (Requirements)

Commitment No.: 083869

The following are the requirements to be complied with:

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Pay any amounts due under Exception No. 8-9.
6. Provide evidence of payment in full from those parties that have filed Preliminary Notices in the SCR to remove Exception No.(s) 18.
7. Sign and return Item No. 19 for approval by the Company.
8. Certificate of Occupancy from the City or a copy of the Final Inspection showing that the work has been completed on subject property.
9. Inspection of the State Construction Registry prior to the recording of the deed of trust. Should the inspection reveal either a preliminary notice or notice of retentions has been filed, additional requirements or exceptions may be added including a withdrawal of the preliminary notice pursuant to UCA ? 38-15(3)(b)(ii) and proof that the lien claimant has accepted payment in full for construction services that the claimant furnished before the recording of the deed of trust pursuant to UCA ? 38-1-5(3)(b)(i).
10. Trust Deed securing your note executed by Jordan Holm.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - PART II (Exceptions)

Commitment No.: 083869

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

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

1. Taxes or assessments 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 notice of such proceedings, whether or not shown by the records of such agency or the public record.
2. Any facts, rights, interest or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of Schedule B, Part I - Requirements are met.
8. Taxes for the year 2025 now a lien, not yet due. General property taxes for the year 2024 were paid in the amount of \$2,261.49. Tax Parcel No. AV-1311-V.
9. Any charge upon the land by reason of its inclusion in Washington County, Apple Valley Town, Big Plains Water Special Service District, Ash Creek Special Service District, Southeastern Special Service District and Washington County Solid Waste District.
10. Any water rights or claims or title to water in or under the land.
11. All rights, title or interest in minerals of any kind, oil, gas, coal or other hydrocarbons and the consequences of the right to mine or remove such substances including, but not limited to, express or implied easements and rights to enter upon and use the surface of the land for the exploration, drilling or extraction related purposes. (The company does not purport to disclose documents of record pertaining to the above referenced rights.)
12. Rights of parties in possession of the subject property under unrecorded, Leases, Subleases, Rental or Occupancy Agreements and any claims or interest arising thereunder.
13. All existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines, power poles, telephone, sewer, gas or water lines and rights-of-way and easements thereof.
14. Subject to any and all matters disclosed on that certain survey prepared by Bush & Gudgeon, Inc, having been certified under the date of April 22, 2020 as Job No. 201072, by D Gregg Meyers, a Registered Land Surveyor holding License No. 312770.

SCHEDULE B - PART II
(Exceptions - Continued)

15. A right of way and easement over and across said land for underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, as granted to Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, by Instrument recorded May 13, 2024 as Entry No. 20240014741 of Official Records.
16. Improvement Delay Agreement by and between the Town of Apple Valley and Jordan Holm recorded May 25, 2023 as Entry No. 20230015217 of Official Records
17. A Deed of Trust by and between Jordan Holm as Trustor in favor of US Title Insurance Agency as Trustee and Heaton Enterprises LLC as Beneficiary, to secure an original indebtedness of \$600,000.00 and any other amounts or obligations secured thereby, dated March 12, 2025 and recorded March 12, 2025 as Entry No. 20250008070 of Official Records.
18. A search of the Construction Registry for the State of Utah reveals the following Preliminary Notices: NONE.
19. Mechanics' and/or Materialmen's Lien, if any, which do not appear of record.

An Indemnity Agreement must be signed by Vested Owner and General Contractor for approval by the company and returned before an Alta Policy will be issued.

According to the official records, there have been no documents conveying the land described herein within 24 Months prior to the date of this commitment. Except the following:

NONE

NOTE: The names of
Jordan Holm

have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to title under Schedule B, Section 2 herein.

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Corrie Glover, (435)652-9800 and 1086 South Main Street, Suite #101, Saint George, UT 84770

NOTE: The Policy(ies) to be issued as a result of this Commitment may contain an Arbitration Clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

The First National Title Corporation
US Title Insurance Agency

Privacy Policy
PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of First National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.