

Apple Valley Simple Lot Subdivision Application

Fee:

Applicant Full Name: Ciel Holdings LLC

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

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

Authorized Agent (if applicable): Philip Plumb/Civil Science

Property Address: Daybreak Mesa Drive & Main Street City: Apple Valley State: UT Zip: 84737

Tax ID Number: AV-1328-A

Current Zoning Designation: A-X

Require Conditions

As per Apple Valley Subdivisions § 11.02.050(D), for a proposed subdivision to qualify for simple lot subdivision approval, the proposed simple lot subdivision shall:

- Be for a single-family dwelling or dwellings and any associated accessory dwelling.
- Be located on property zoned for such use.
- Contain no more than ten (10) lots.
- Not contain any legislative approval, such as a zone change or text amendment request. Any legislative approval necessary for the simple lot subdivision to meet all requirements shall be pursued separately and shall be completed before the Planning Commission may review the simple lot subdivision application.
- Not be traversed by the mapped lines of a proposed street as shown in the general plan unless the Town has approved the location and dedication of any public street, municipal utility easement, any other easement, or any other land for public purposes as the municipality's ordinances require.
- Conform to all applicable land use ordinances. A property that has previously obtained a variance shall be deemed to conform as it relates to the conflict that had necessitated the variance.

Submittal Requirements

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

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

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

Site Specific Contents

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

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

(For Office Use Only)

Date Received: _____ Date Paid: _____

Preliminary Review

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

Date of Completion Determination: _____

Administrative Review

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

Date of Administrative Review Completion: _____

Administrative Recommendation to Planning Commission:

Planning Commission Review

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

Date of Public Hearing: _____

Date of Planning Commission Decision: _____

- Approved
- Denied

Filing Date of the Record of Survey: _____

Zion Summit Estates Simple Lot Subdivision Application Narrative

Applicant:

Ciel Holdings LLC
201 S Main Street, Suite 2000
Salt Lake City, UT 84111
Phone: 801-598-2794
Email: psplumb@gmail.com

Project Overview

Ciel Holdings LLC is requesting approval from the Town of Apple Valley for a Simple Lot Subdivision of parcel AV-1328-A. The subject property consists of approximately 61.78 acres and is located in Section 29, Township 42 South, Range 11 West, Salt Lake Base and Meridian.

The proposed subdivision, to be known as **Zion Summit Estates**, will divide the parcel into eight (8) residential estate lots, each meeting or exceeding the minimum five (5) acre lot size requirement. Each lot will have frontage on a public roadway.

Existing Conditions

The property is currently undeveloped and characterized by rural conditions typical of the surrounding area. Existing drainage patterns generally follow historic overland flow routes across the site.

Adjacent properties consist primarily of large-lot residential and undeveloped land consistent with the rural character of Apple Valley.

Proposed Development

The subdivision is designed to create eight (8) large residential estate lots with direct public street frontage. The layout complies with applicable zoning and subdivision requirements for minimum lot size and access.

No internal private streets are proposed.

Access and Roadway Improvements

Access to each lot will be provided via a proposed 50' public roadway. The roadway will be improved to meet Town standards, including:



- Chipseal (or equivalent) driving surface
- Roadside drainage ditches on both sides
- Culvert crossings at drainage crossing points

These improvements are intended to maintain safe access while preserving existing drainage patterns.

Utilities

- **Water:** A water system will be installed to serve each lot in accordance with Town requirements.
- **Wastewater:** Each lot will be served by an individual septic system. Septic system design, permitting, and installation will be completed at the time of building permit issuance and will comply with applicable health department regulations.

Drainage

Drainage will be managed by maintaining historic flow patterns through the use of roadside ditches and culverts at driveway crossings. The design minimizes disturbance to existing conditions and ensures that runoff is conveyed in a manner consistent with pre-development conditions.

Compliance

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

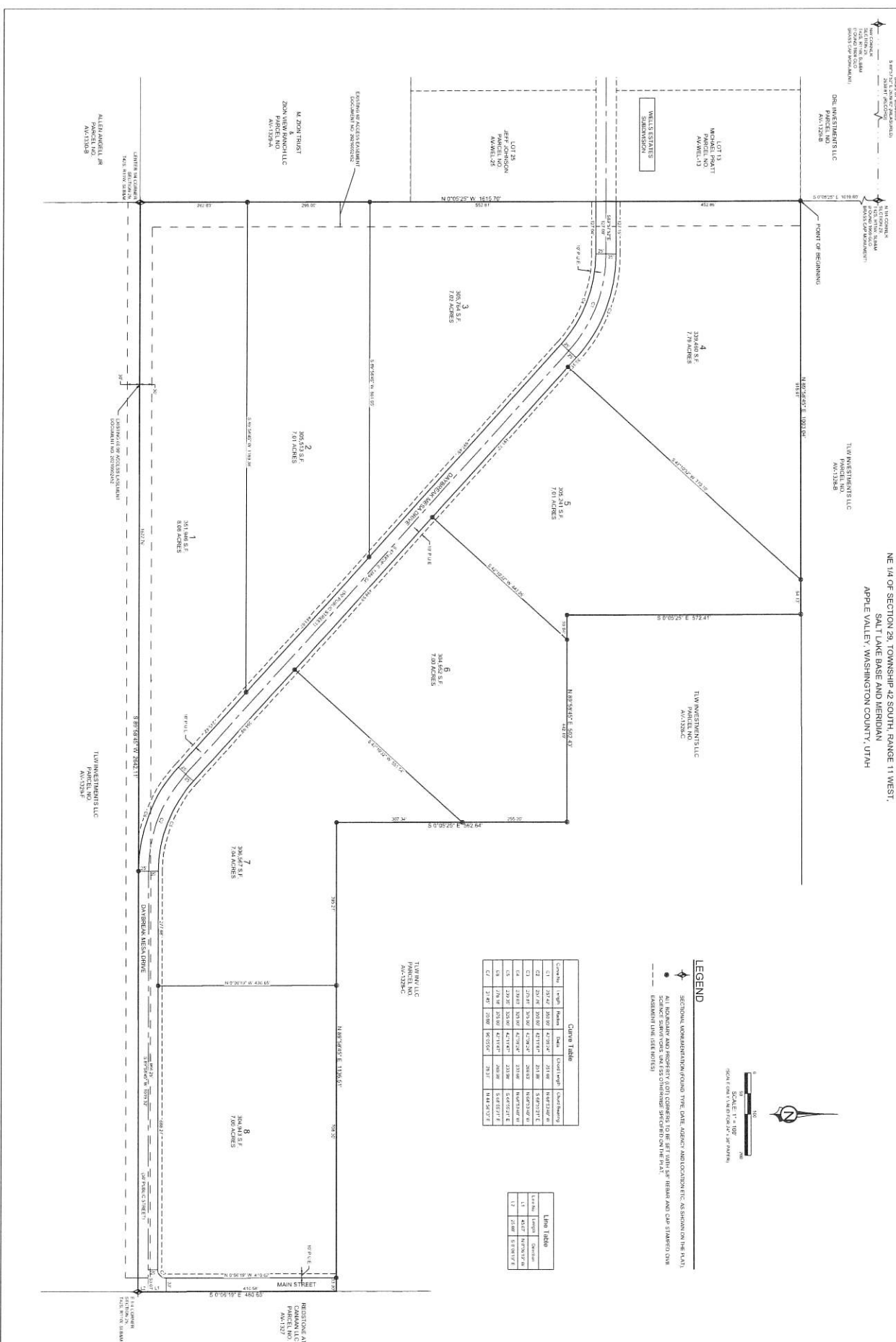
Conclusion

Zion Summit Estates is designed to provide large-lot residential development consistent with the rural character of the area while meeting applicable Town standards. The proposed subdivision maintains existing drainage patterns, provides adequate access, and ensures appropriate utility service for each lot.

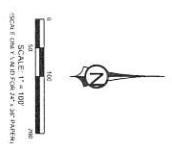
Ciel Holdings LLC respectfully requests approval of this Simple Lot Subdivision application.

ZION SUMMIT ESTATES

NE 1/4 OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 11 WEST,
SALT LAKE BASE AND MERIDIAN
APPLE VALLEY, WASHINGTON COUNTY, UTAH



SECTION 29, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN
TOWNSHIP E. 2027.0
TOWNSHIP E. 1927.0



LEGEND
 SECTION UNDER DEVELOPMENT (BOUND THE LINE, AGENT AND DEVELOPER, TOWNSHIP E. 1927.0)
 SECTION UNDER DEVELOPMENT (BOUND THE LINE, AGENT AND DEVELOPER, TOWNSHIP E. 2027.0)
 EASEMENT (SEE NOTES)

Cont No.	Type	Area	Side	Cont No.	Area	Side
1	202.41 S.F.	7.91 ACRES	SE	1	202.41 S.F.	7.91 ACRES
2	305.53 S.F.	7.01 ACRES	SE	2	305.53 S.F.	7.01 ACRES
3	200.74 S.F.	7.30 ACRES	SE	3	200.74 S.F.	7.30 ACRES
4	334.60 S.F.	7.60 ACRES	SE	4	334.60 S.F.	7.60 ACRES
5	305.53 S.F.	7.01 ACRES	SE	5	305.53 S.F.	7.01 ACRES
6	305.53 S.F.	7.01 ACRES	SE	6	305.53 S.F.	7.01 ACRES
7	305.53 S.F.	7.01 ACRES	SE	7	305.53 S.F.	7.01 ACRES
8	305.53 S.F.	7.01 ACRES	SE	8	305.53 S.F.	7.01 ACRES

Lot No.	Area	Side
1	202.41 S.F.	SE
2	305.53 S.F.	SE
3	200.74 S.F.	SE
4	334.60 S.F.	SE
5	305.53 S.F.	SE
6	305.53 S.F.	SE
7	305.53 S.F.	SE
8	305.53 S.F.	SE

ZION SUMMIT ESTATES
 LOCATED IN
 NE 1/4 OF SECTION 29, TOWNSHIP 42 SOUTH,
 RANGE 11 WEST, SALT LAKE BASE & MERIDIAN



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

TOTAL: 2027
 TOWNSHIP: 2027
 SHEET: 2
 OF: 2

PRELIMINARY

DRAINAGE REPORT

Zion Summit Estates

A Residential Subdivision
Located in Apple Valley, Utah

Prepared for:

Ciel Holdings LLC
*201 S Main Street Ste 2000
Salt Lake, UT 84111
psplumb@gmail.com*

Prepared by:

Civil Science Infrastructure, Inc.
Robert Burkhill, P.E.
Utah PE # 11395943-2202
*1453 S. Dixie Drive, Suite 150
St. George, UT 84770
(435) 986-0100*

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- Overall Site Layout and Culvert locations
- Hydraulic Calculations

1. INTRODUCTION

This drainage study has been prepared to analyze the existing drainage patterns on parcel AV-1328-A to propose a drainage system to support development while meeting all town standards and requirements. Wherever possible historical drainage washes and flows are to be maintained to avoid increasing strain on downstream facilities. To achieve this a series of culverts are proposed from 18" to 24" that will allow passthrough flows to cross the proposed roadway. A checkdam should be installed at the downstream invert of each culvert to allow flows to follow historical drainage patterns.

2. EXISTING CONDITIONS

- **Description of property, area, existing site conditions, including all existing drainage facilities such as ditches, canals, washes, structures, etc.**

Currently onsite and offsite drainage is allowed to pass through the site in a series of drainage channels and washes.

3. PROPOSED CONDITIONS

- **Description of master planned drainage and how improvements conform.**

No new master planned facilities are expected to be installed with the proposed improvements.

- **Description of other drainage studies that affect the site.**

Civil Science is not aware of any previous drainage studies that affect this site.

- **Description of proposed improvements.**

Zion Summit Estates will be a 8-lot subdivision which will have a public road that will connect the existing Daybreak Mesa Drive to Main Street. This proposed road will be chip sealed with roadside ditches on both sides of the roadway. See overall site layout in the appendix for the site layout and the proposed section.

4. MODELING & ANALYSIS

- **Hydrological Criteria.**

The 25-year 6-hour storm event was used to analyze the site hydrology. The 100-year, 24-hour rainfall depth used was 2.02 inches based on NOAA Atlas 14 precipitation frequency estimates and uses the SCS Type II rainfall distribution for the meteorological model.

The NRCS Urban Hydrology for Small Watersheds TR-55 and SCS Curve Number method were used to model all runoff. Autodesk Storm and Sanitary Analysis 2021 was used as the computer modeling software for this study. A minimum time of concentration of 10 minutes was used for modeling and calculations. A curve number of 75 was used for the TR-55 calculation. To determine offsite runoff USGS contours were collected and using SAGA Next Gen toolkit in QGIS subbasin areas were determined.

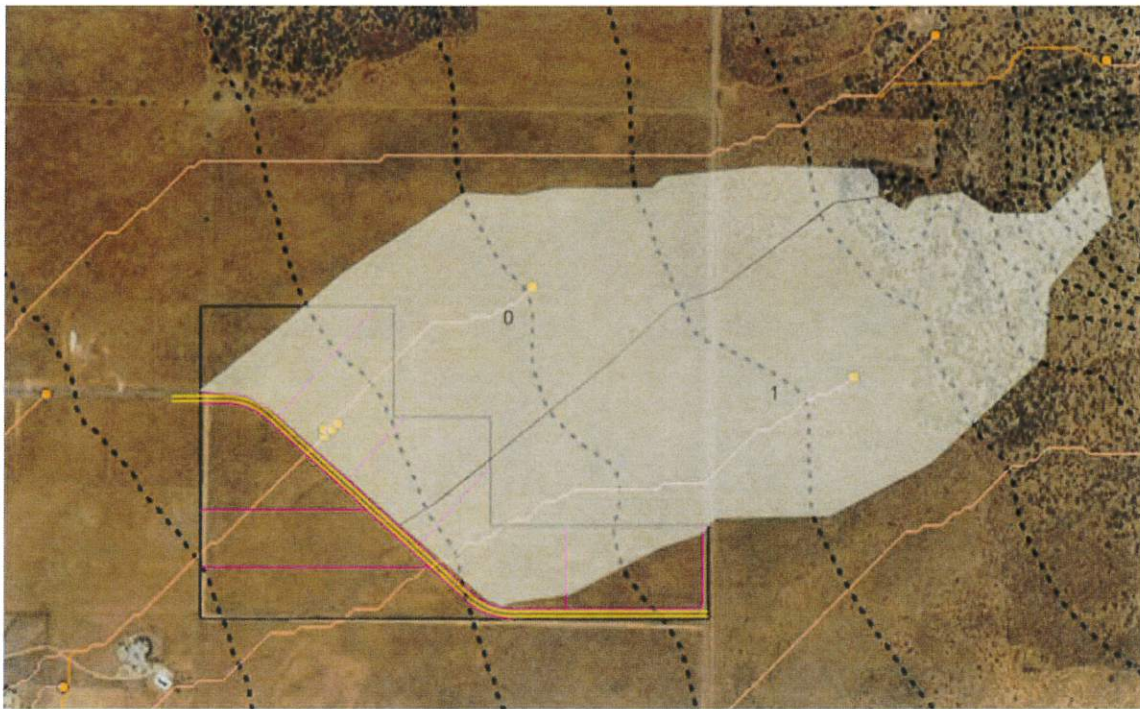


Figure 4-1: Subbasin determination from Channel and Catchment analysis in QGIS (contours shown at 10' intervals)

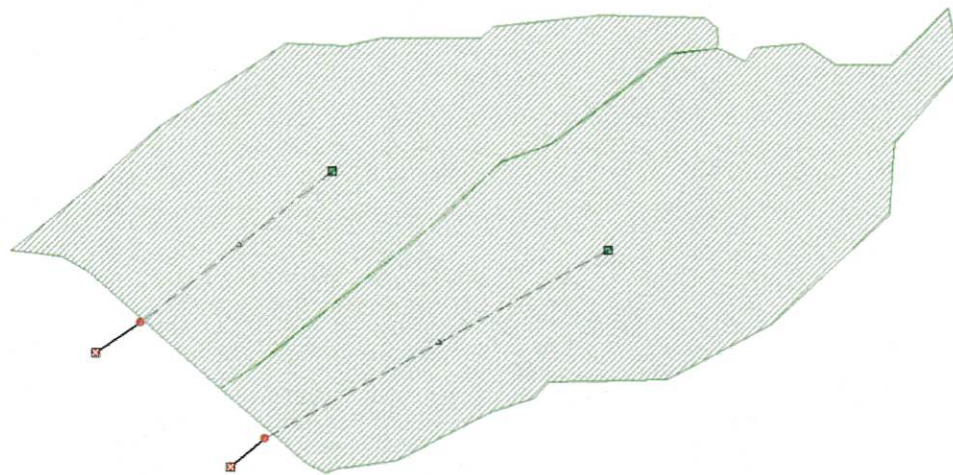


Figure 4-2: SSA subbasin layout

5. CONCLUSIONS

- **Stating compliance with drainage requirements and opinion of effectiveness of proposed drainage facilities and accuracy of calculations.**

Culvert crossings of up to 24" are required at Zion Summit Estates to effectively mitigate against road washout and flooding. This study assumes that each lot at the time of buildout will maintain historical drainage patterns, if at the time of building permit a lot is determined to alter flow patterns this lot will be responsible to submit a drainage report detailing all flood mitigation improvements such as but not limited to; detention basins, storm drain, and improved ditches.

It is critical to the performance of the storm drain system that inlets be kept clear of debris that could restrict the functionality of the storm drain design. Without the regular maintenance described above, the effectiveness of the overall storm drain infrastructure will decrease over time and will eventually fail.

6. APPENDICES

- **Appendices showing all applicable reference information**

Overall Site Layout and Culvert Locations
Hydraulic Calculations

7. REFERENCES

1. NRCS Soil Surveyo<https://websoilsurvey.nrcs.usda.gov/app/>
2. FEMA Flood Service mapo<https://msc.fema.gov/portal/home>
3. Google Earth

Project Description
 File Name

Analysis Options
 Flow Units cfs
 Subbasin Hydrograph Method: SCS TR-20
 Time of Concentration..... SCS TR-55
 Link Routing Method Hydrodynamic
 Storage Node Exfiltration.. Horton, wetted area
 Starting Date MAR-20-2026 00:00:00
 Ending Date MAR-21-2026 00:00:00
 Report Time Step 00:05:00

Element Count
 Number of rain gages 1
 Number of subbasins 2
 Number of nodes 4
 Number of links 2

Raingage Summary

Gage ID	Data Source	Data Type	Recording Interval	min
Rain Gage-01	TS-25 YEAR 6-HOUR	CUMULATIVE	6.00	

Subbasin Summary

Subbasin ID	Total Area acres	Peak Rate Factor
Sub-01	65.00	484.00
Sub-02	87.00	484.00

Node Summary

Node ID	Element Type	Invert Elevation ft	Maximum Elev. ft	Ponded Area ft²	External Inflow
Jun-01	JUNCTION	0.60	6.00	100000.00	
Jun-02	JUNCTION	0.60	6.00	1000000.00	
Out-01	OUTFALL	0.00	2.00	0.00	
Out-02	OUTFALL	0.00	2.00	0.00	

Link Summary

Link ID	From Node	To Node	Element Type	Length ft	Slope %	Manning's Roughness
Link-01	Jun-01	Out-01	CONDUIT	100.0	0.6000	0.0150
Link-02	Jun-02	Out-02	CONDUIT	100.0	0.6000	0.0150

Cross Section Summary

Link ID	Shape	Depth/Diameter ft	Width ft	No. of Barrels	Cross Sectional Area ft²	Full Flow Hydraulic Radius ft	Design Flow Capacity cfs
Link-01	CIRCULAR	2.00	2.00	1	3.14	0.50	15.19
Link-02	CIRCULAR	2.00	2.00	1	3.14	0.50	15.19

Runoff Quantity Continuity
 Total Precipitation 25.608
 Surface Runoff 0.495
 Continuity Error (%) -0.000

Flow Routing Continuity
 External Inflow 0.000
 External Outflow 4.950
 Initial Stored Volume 0.000
 Final Stored Volume 0.000
 Continuity Error (%) -0.000

Composite Curve Number Computations Report

Subbasin Sub-01

Soil/Surface Description	Area (acres)	Soil Group	CN
-	65.00	-	75.00
Composite Area & Weighted CN	65.00		75.00

 Subbasin Sub-02

Soil/Surface Description	Area (acres)	Soil Group	CN
-	87.00	-	75.00
Composite Area & Weighted CN	87.00		75.00

 SCS TR-55 Time of Concentration Computations Report

Sheet Flow Equation

$$T_c = (0.007 * ((n * L_f)^{0.8}) / ((P^{0.5}) * (S_f^{0.4})))$$

Where:

- T_c = Time of Concentration (hrs)
- n = Manning's Roughness
- L_f = Flow Length (ft)
- P = 2 yr, 24 hr Rainfall (inches)
- S_f = Slope (ft/ft)

Shallow Concentrated Flow Equation

- V = 16.1345 * (S_f^{0.5}) (unpaved surface)
- V = 20.3282 * (S_f^{0.5}) (paved surface)
- V = 15.0 * (S_f^{0.5}) (grassed waterway surface)
- V = 10.0 * (S_f^{0.5}) (nearly bare & untilled surface)
- V = 9.0 * (S_f^{0.5}) (cultivated straight rows surface)
- V = 7.0 * (S_f^{0.5}) (short grass pasture surface)
- V = 5.0 * (S_f^{0.5}) (woodland surface)
- V = 2.5 * (S_f^{0.5}) (forest w/heavy litter surface)
- T_c = (L_f / V) / (3600 sec/hr)

Where:

- T_c = Time of Concentration (hrs)
- L_f = Flow Length (ft)
- V = Velocity (ft/sec)
- S_f = Slope (ft/ft)

Channel Flow Equation

$$V = (1.49 * (R^{2/3}) * (S_f^{0.5})) / n$$

$$R = A_q / W_p$$

$$T_c = (L_f / V) / (3600 \text{ sec/hr})$$

Where:

- T_c = Time of Concentration (hrs)
- L_f = Flow Length (ft)
- R = Hydraulic Radius (ft)
- A_q = Flow Area (ft²)
- W_p = Wetted Perimeter (ft)
- V = Velocity (ft/sec)
- S_f = Slope (ft/ft)
- n = Manning's Roughness

 Subbasin Sub-01

Sheet Flow Computations

	Subarea A	Subarea B	Subarea C
Manning's Roughness:	0.10	0.00	0.00
Flow Length (ft):	100.00	0.00	0.00
Slope (%):	2.00	0.00	0.00
2 yr, 24 hr Rainfall (in):	1.17	1.17	1.17
Velocity (ft/sec):	0.14	0.00	0.00
Computed Flow Time (minutes):	11.72	0.00	0.00

Channel Flow Computations

	Subarea A	Subarea B	Subarea C
Manning's Roughness:	0.02	0.00	0.00
Flow Length (ft):	2437.38	0.00	0.00
Channel Slope (%):	2.00	0.00	0.00
Cross Section Area (ft ²):	1.00	0.00	0.00
Wetted Perimeter (ft):	1.00	0.00	0.00
Velocity (ft/sec):	10.54	0.00	0.00
Computed Flow Time (minutes):	3.86	0.00	0.00

Total TOC (minutes):	15.57		

 Subbasin Sub-02

Sheet Flow Computations

	Subarea A	Subarea B	Subarea C
Manning's Roughness:	0.10	0.00	0.00
Flow Length (ft):	100.00	0.00	0.00
Slope (%):	2.00	0.00	0.00
2 yr, 24 hr Rainfall (in):	1.17	1.17	1.17
Velocity (ft/sec):	0.14	0.00	0.00
Computed Flow Time (minutes):	11.72	0.00	0.00

Channel Flow Computations

	Subarea A	Subarea B	Subarea C
Manning's Roughness:	0.02	0.00	0.00
Flow Length (ft):	2506.35	0.00	0.00
Channel Slope (%):	2.00	0.00	0.00
Cross Section Area (ft ²):	1.00	0.00	0.00
Wetted Perimeter (ft):	1.00	0.00	0.00
Velocity (ft/sec):	10.54	0.00	0.00

Computed Flow Time (minutes):	3.96	0.00	0.00
Total TOC (minutes):	15.68		

Subbasin Runoff Summary

Subbasin ID	Total Precip in	Total Runoff in	Peak Runoff cfs	Weighted Curve Number	Time of Concentration days	hh:mm:ss
Sub-01	2.02	0.39	15.01	75.000	0	00:15:34
Sub-02	2.02	0.39	20.05	75.000	0	00:15:40

Node Depth Summary

Node ID	Average Depth Attained ft	Maximum Depth Attained ft	Maximum HGL ft	Time of Max Occurrence days	hh:mm	Total Flooded Volume acre-in	Total Time Flooded minutes	Retention Time hh:mm:ss
Jun-01	0.47	2.03	2.63	0	02:40	0	0	0:00:00
Jun-02	0.60	3.07	3.67	0	02:39	0	0	0:00:00
Out-01	0.41	1.61	1.61	0	02:40	0	0	0:00:00
Out-02	0.50	2.00	2.00	0	02:33	0	0	0:00:00

Node Flow Summary

Node ID	Element Type	Maximum Lateral Inflow cfs	Peak Inflow cfs	Time of Peak Inflow Occurrence days	hh:mm	Maximum Flooding Overflow cfs	Time of Peak Flooding Occurrence days	hh:mm
Jun-01	JUNCTION	14.95	14.95	0	02:40	0.00		
Jun-02	JUNCTION	19.94	19.94	0	02:40	0.00		
Out-01	OUTFALL	0.00	14.94	0	02:40	0.00		
Out-02	OUTFALL	0.00	19.95	0	02:40	0.00		

Outfall Loading Summary

Outfall Node ID	Flow Frequency (%)	Average Flow cfs	Peak Inflow cfs
Out-01	46.58	6.39	14.94
Out-02	46.60	8.54	19.95
System	46.58	14.93	34.89

Link Flow Summary

Link ID	Element Type	Time of Peak Flow Occurrence days	hh:mm	Maximum Velocity Attained ft/sec	Length Factor	Peak Flow during Analysis cfs	Design Flow Capacity cfs	Ratio of Maximum Flow /Design Flow	Ratio of Maximum Flow Depth	Total Time Surcharged minutes	Reported Condition
Link-01	CONDUIT	0	02:40	5.01	1.00	14.94	15.19	0.98	0.90	0	Calculated
Link-02	CONDUIT	0	02:40	6.35	1.00	19.95	15.19	1.31	1.00	19	SURCHARGED

Highest Flow Instability Indexes

All links are stable.

Analysis began on: Fri Mar 20 09:27:16 2026
Analysis ended on: Fri Mar 20 09:27:18 2026
Total elapsed time: 00:00:02



Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Office File Number: 229667

Issuing Office: Southern Utah Title Company

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

SCHEDULE A

Name and Address of Title Insurance Company: Southern Utah Title Company, 20 N. Main #300, St. George, UT 84770

Policy Number: OY-08000901

Premium: \$3,438.00

Amount of Insurance: \$1,200,000.00

Date of Policy: March 15, 2024 at 3:07 PM

1. The Insured is:

Ciel Holdings, L.L.C., a Utah limited liability company, as to an undivided 50% interest, and Plumb Land Investment, LLC, a Utah limited liability company, as to an undivided 50% interest

2. The estate or interest in the Land Insured by this policy is: fee simple

3. Title is vested in:

Ciel Holdings, L.L.C., a Utah limited liability company, as to an undivided 50% interest, and Plumb Land Investment, LLC, a Utah limited liability company, as to an undivided 50% interest

4. The land referred to in this policy is situated in the County of Washington, State of Utah, and described as follows:

Commencing at the Northwest Corner of Section 29, Township 42 South, Range 11 West, Salt Lake Base and Meridian, and running thence South 89°57'52" East, along the Section line 2639.81 feet to the North Quarter Corner of said Section 29; thence South 0°05'25" East, along the Quarter Section line 1019.60 feet to the true point of beginning; thence North 89°58'45" East, 1003.04 feet; thence South 0°05'25" East, 572.41 feet; thence North 89°58'45" East, 502.43 feet; thence South 0°05'25" East, 562.64 feet; thence North 89°58'45" East, 1136.51 feet to a point on the Section line; thence South 0°06'19" East, along the Section line 480.65 feet to the East Quarter Corner of said Section 29; thence South 89°58'45" West along the Quarter Section line 2642.11 feet to the Center of said Section 29; thence North 0°05'25" West along the Quarter Section line 1615.71 feet to the true point of beginning.

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For reference only:

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

SCHEDULE B

Policy Number: OY-08000901

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

General (Standard) Exceptions

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

EXCEPTION NO(S) NONE are hereby omitted

Special Exceptions

8. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
9. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said property.
10. Taxes for the current year 2024 which are liens, but not yet due or payable.

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

11. Subject to a Right of Way Easement in favor of California-Pacific Utilities Company, for the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, and rights incidental thereto, as set forth in Instrument recorded August 5, 1974, as Entry No. [162067](#) , in Book 156 at Page(s) 484, Official Washington County Records, a strip of land 10.0 feet in width, described as follows: (Affects this and other property)
12. Liability to Assessments levied by Washington County for the Southeastern Special Service District for fire protection facilities and services, as disclosed by Resolution No. 668, dated November 10, 1997, recorded November 12, 1997, as Entry No. [582401](#) , in Book 1149, at Pages 208-212, Official Washington County Records. (Affects this and other property)
13. Subject to the location of "approximate location of right of ways" as they affect subject property, as set forth on the Washington County Ownership Plat.
14. Resolution No. 2011-25, dated September 1, 2011, creating the Big Plains Water and Sewer Special Service District, to provide water and sewerage services within said boundaries of the municipality of Apple Valley Town, as recorded October 18, 2011, as Doc. No. [20110031703](#) , Official Washington County Records. (Affects this and other property)

Town of Apple Valley, Utah Resolution No. 2019-01, A Resolution Modifying, Limiting, and Revoking the Delegation of Authority to The Big Plains Water and Sewer Special Services District, recorded January 9, 2019, as Doc. No. [20190000956](#) , Official Washington County Records.

Big Plains Water and Sewer Special Service District, Resolution No. BPW-R-2022-14, a Resolution Changing the Name of The District, recorded December 16, 2022, as Doc. No. [20220053344](#) , Official Washington County Records.

15. Liability to Assessments levied by the Ash Creek Special Service District, as disclosed by Instrument recorded October 16, 1985, as Entry No. [283078](#) , in Book 390, at Page(s) 907-916, Official Washington County Records. (Affects this and other property)

Resolution No. 2022-3000, A Resolution Annexing the Property Within the Municipal Limits of the Town of Apple Valley into Ash Creek Special Service District, recorded November 30, 2022, as Doc. No. [20220051469](#) , Official Washington County Records.

Ash Creek Special Service District Apple Valley Annexation, recorded November 30, 2022, as Doc. No. [20220051468](#) , Official Washington County Records.

16. Any Afterassessment and/or Rollback of Taxes which may become a lien on said Land by reason of an Annual Application for Assessment and Taxation of Agricultural Lands 1969 Farmland Assessment Act, executed by Main Street Zion LLC, recorded June 4, 2018, as Doc No. [20180023169](#) , Official Washington County Records.
17. Subject to an Ingress/Egress Access Easement and Utility Easement Grants in favor of Cedar Vista, LLC, for maintaining access utility improvements, and rights incidental thereto, as set forth in Instrument recorded January 12, 2021, as Doc No. [20210002452](#) , Official Washington County Records.
18. Subject to an Ingress/Egress Access Easement and Utility Easement Grants in favor of Travis Well, for maintaining access utility improvements, and rights incidental thereto, as set forth in Instrument recorded January 12, 2021, as Doc No. [20210002454](#) , Official Washington County Records.

ALTA OWNER'S POLICY OF TITLE INSURANCE

Policy Number **OY-08000901**

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



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

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

COVERED RISKS

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

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

Issued through the Office of:

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

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

Southern Utah Title Company

By: Joseph McPhie

Authorized Signatory

By: C. Monroe President

Attest: David Wald Secretary

3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.

- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
- 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

- g. "Insured":
- i.
 - (a) The Insured named in Item 1 of Schedule A;
 - (b) the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c) the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d) the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e) the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 1. an Affiliate;
 2. a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 3. a spouse who receives the Title because of a dissolution of marriage;
 4. a transferee by a transfer effective on the death of an Insured as authorized by law; or
 5. another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. **OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. **CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

- the Amount of Insurance; or
- the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

ORT Form 4765

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

07/01/2021

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

- a. *Choice of Law* The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

- b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607.

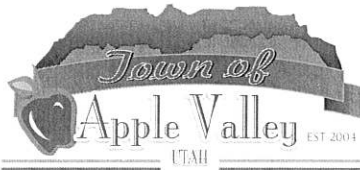
18. CLASS ACTION

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

19. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.
- d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.



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

Date: March 23, 2026

NOTICE OF PUBLIC HEARING

Parcel ID: AV-1328-A

Address: Its approximate location is: Near the intersection of Daybreak Mesa Drive and Main Street, Apple Valley, UT 84737

Re: Proposed Simple Lot Split Subdivision Application

Dear Property Owner,

In accordance with Utah Code and applicable Apple Valley ordinances, notice is hereby given that an application has been submitted to the Town of Apple Valley for a proposed simple lot split subdivision, creating seven new parcels.

PUBLIC HEARING DETAILS

The Apple Valley Planning Commission will hold a **public hearing** to receive comments and consider the proposed simple lot split subdivision application on:

Date: Wednesday, April 8, 2026

Time: 6:00 PM

Location: Apple Valley Town Hall
1777 N Meadowlark Dr, Apple Valley, UT 84737

Purpose of Hearing:

To review and receive public input.

How to Participate:

You are invited to attend the hearing in person or submit written comments in advance. Written comments may be emailed to: clerk@applevalleyut.gov or mailed to the address above and must be received prior to the hearing.

If you wish to object to the proposed amendment, you must submit your written objection within **10 days** of the date of this notice. Objections may also be made during the hearing.

For questions or to review the petition and associated materials, please contact the Town Clerk's Office at (435) 877-1190 or by email.

Sincerely,
Jenna Vizcardo
Town Recorder
Town of Apple Valley

Town of Apple Valley

1777 N. Meadowlark Dr.
Apple Valley UT 84737

STATEMENT

DATE	NUMBER
03/23/2026	114987

Account No: 2091

Contact: CIEL HOLDINGS LLC (W

Terms: Net 30

Bill To: CIEL HOLDINGS LLC (WALTER PLUMB)
201 S MAIN ST STE 2000
SALT LAKE CITY UT 84111

DESCRIPTION	QTY	AMOUNT
Lot Split Application (AV-1328-A - 7 new parcels @ \$800 each)	0	5,600.00
		Amount Due: \$5,600.00