



**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: <u>LAND DEVELOPMENT SOLUTIONS, LLC</u>		Phone: <u>801-792-6970</u>	
Address: <u>P.O. Box 71653</u>		Email: <u>pat.melfi@gmail.com</u>	
City: <u>SALT LAKE CITY</u>	State: <u>UTAH</u>	Zip: <u>84121</u>	
Agent: (If Applicable) <u>BRAUN TUTTLE, NORTHERN ENGINEERING</u>		Phone: <u>801-380-2114</u>	
Address/Location of Property: <u>2280 EAST CANADIAN WAY</u>		Parcel ID: <u>AV-1378-B; AV-1378-C; AV-1378-D</u>	
Existing Zone: <u>OST ZONE</u>		Proposed Zone: <u>A-5X ZONE</u>	
For Planned Development Purposes: Acreage in Parcel <u>86.97, 52.51, 19.59</u> Acreage in Application <u>159.06</u>			
Reason for the request <u>LAND OWNER WANTS TO CHANGE ZONE BACK TO PREVIOUS AGRICULTURAL ZONE FROM THE CURRENT OST ZONE WHICH WAS CHANGED WITHOUT NOTIFICATION TO THE OWNER</u>			

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

- A. The name and address of owners in addition to above owner.  
PAT MELFI IS THE MANAGING MEMBER OF LAND DEVELOPMENT SOLUTIONS
- 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).

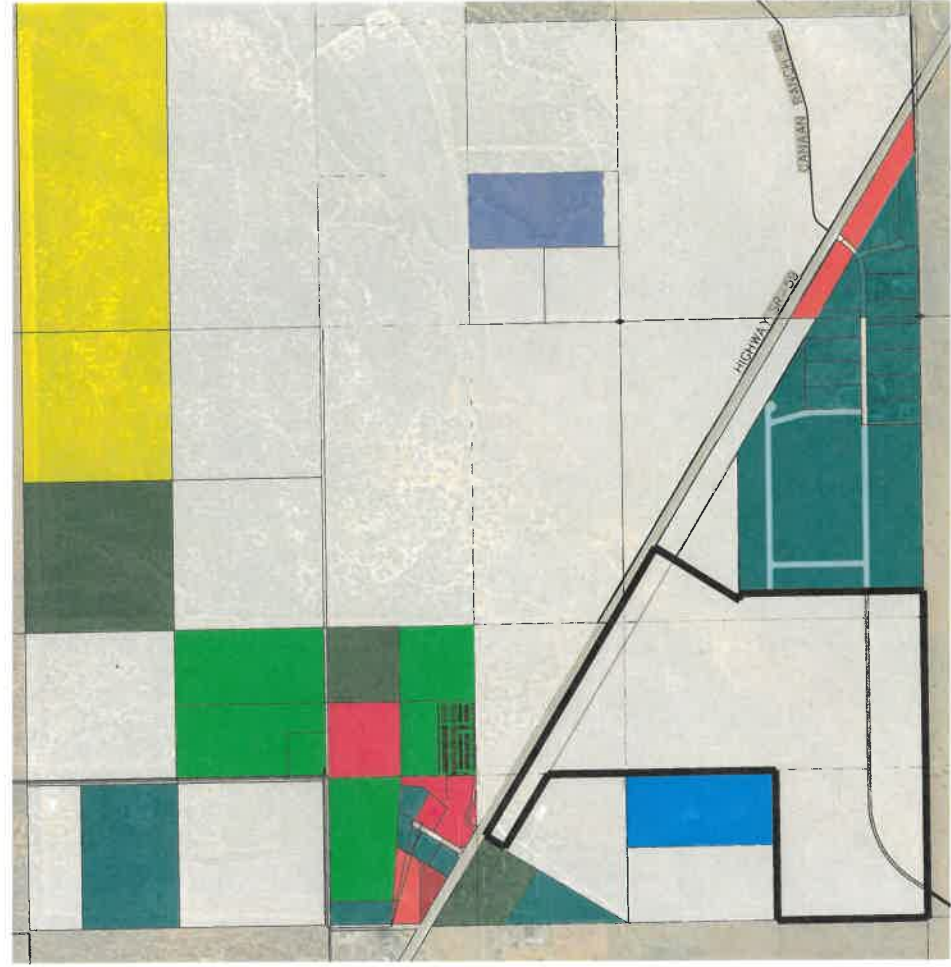
Applicant Signature <u>Bruce D. Tuttle, Owner</u>	Date <u>MAY 10, 2024</u>
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Official Use Only	Amount Paid: \$	Receipt No:
Date Received: <u>May 15, 2024</u>	Date Application Deemed Complete:	
By: <u>[Signature]</u>	By:	

# MOUNTAIN VALLEY ESTATES

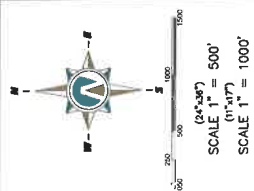
## APPLE VALLEY, UTAH

MAY, 2024



OST- OPEN SPACE TRANSITION

- C-2 - HIGHWAY COMMERCIAL
- C-1 - CONVENIENCE COMMERCIAL
- RE-5--RURAL ESTATE 5
- OSC- OPEN SPACE CONSERVATION
- PD- PLANNED DEVELOPMENT
- A-X- AGRICULTURAL > 5 ACRES
- RE-1 - RURAL ESTATE 1
- RE-20 - RURAL ESTATE 20
- RE-X - RURAL ESTATE ZONE ANY SIZE



THIS PLAN AND ANY OTHER INSTRUMENTS SHALL NOT BE USED FOR ANY PURPOSES OR EVIDENCE OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

JOB NO. 3-21-077  
SHEET NO. SP-01

EXISTING ZONING EXHIBIT  
SANTAQUIN, UTAH

**MOUNTAIN VALLEY ESTATES**

1640 E. 800 N.  
CANYON BLVD. #4087  
(801) 502-8932

**Northern ENGINEERING INC**  
CONSTRUCTION MANAGEMENT



NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
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8		
9		
10		

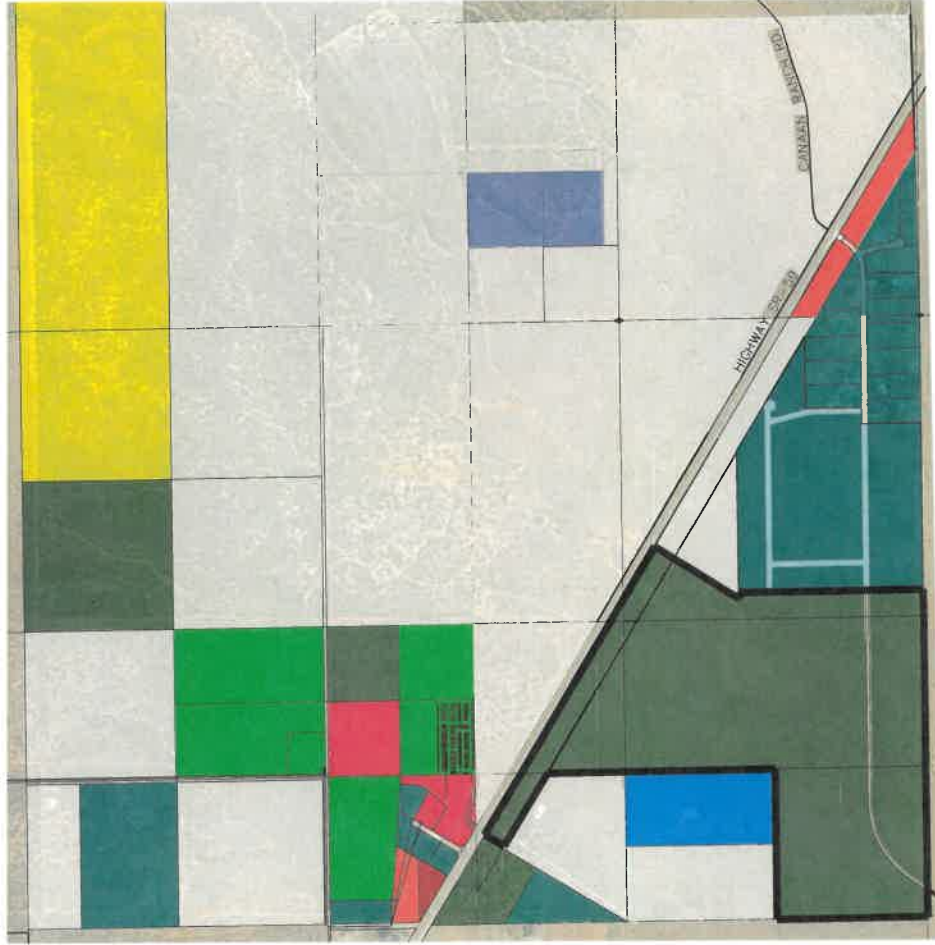
# MOUNTAIN VALLEY ESTATES

## APPLE VALLEY, UTAH

MAY, 2024



SCALE 1" = 500'  
 SCALE 1" = 1000'



- OST- OPEN SPACE TRANSITION
- C-2 - HIGHWAY COMMERCIAL
- C-1 - CONVENIENCE COMMERCIAL
- RE-5-RURAL ESTATE 5
- OSC- OPEN SPACE CONSERVATION
- PD- PLANNED DEVELOPMENT
- A-X- AGRICULTURAL > 5 ACRES
- RE-1 - RURAL ESTATE 1
- RE-20 - RURAL ESTATE 20
- RE-X - RURAL ESTATE ZONE ANY SIZE

NO.	DATE	DESCRIPTION
1		
2		
3		
4		



**Northern Engineering, Inc.**  
 ENGINEERING & PLANNING  
 CONSTRUCTION MANAGEMENT

1818 E. 800 N.  
 OGDEN, UTAH 84097  
 (801) 802-8992

**MOUNTAIN VALLEY ESTATES**

PROPOSED ZONING EXHIBIT  
 SANTAQUIN, UTAH

JOB NO.  
 3-21-077  
 SHEET NO.  
**SP-01**

THESE DRAWINGS OR ANY PORTION THEREOF SHALL NOT BE USED ON ANY PROJECT OR EXTENSION OF THIS PROJECT, EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.



EXHIBIT A

The Land referred to herein below is situated in the County of Washington, State of Utah, and is described as follows:

PARCEL 1: AV-1378-B

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTH 00°54'49" EAST 1,321.21 FEET ALONG THE SECTION LINE TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE SOUTH 89°03'03" EAST 2,867.73 FEET ALONG AND BEYOND THE 1/16TH LINE TO THE WESTERLY LINE OF THAT QUIT CLAIM DEED RECORDED AS ENTRY NO. 20170052093 WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°57'10" WEST 1,321.36 FEET ALONG SAID QUIT CLAIM DEED TO THE SECTION LINE; THENCE NORTH 89°02'51" WEST 2,866.82 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 2: AV-1378-C

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING SOUTH 89°03'14" EAST 1,319.47 FEET ALONG THE CENTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE SOUTH 89°03'14" EAST 1,505.16 FEET ALONG SAID CENTER SECTION LINE TO THE WESTERLY LINE OF HIGHWAY 59; THENCE SOUTH 57°36'58" EAST 2,876.08 FEET ALONG SAID WESTERLY LINE OF HIGHWAY 59 TO THE SECTION LINE; THENCE SOUTH 00°55'54" WEST 237.83 FEET ALONG SAID SECTION LINE TO THE NORTHEASTERLY LINE OF CANAAN MOUNTAIN ESTATES AS FOUND ON RECORD AS ENTRY NO. 516877 AT THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 57°36'37" WEST 1,370.69 FEET ALONG SAID NORTHEASTERLY LINE OF CANAAN MOUNTAIN ESTATES AND TO AN ALONG THAT QUIT CLAIM DEED RECORDED AS ENTRY NO. 20170052093 WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE WESTERLY THE FOLLOWING (2) COURSES ALONG SAID QUIT CLAIM DEED; THENCE NORTH 89°02'50" WEST 1240.65 FEET; THENCE SOUTH 00°57'10" WEST 298.64 FEET; THENCE NORTH 89°03'03" WEST 1,548.33 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°55'00" EAST 1,321.29 FEET ALONG THE 1/16TH LINE TO THE POINT OF BEGINNING.

PARCEL 3: AY-1378-D

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN.

LESS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST; THENCE SOUTH 89°59'28" EAST ALONG THE 1/16 SECTION LINE 663.89 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY U-59; THENCE SOUTH 58°32'58" EAST ALONG SAID RIGHT OF WAY LINE 160.80 FEET; THENCE SOUTH

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36°17'48" WEST 695.79 FEET; THENCE SOUTH 32°40'38" WEST 719.81 FEET TO THE WEST SECTION LINE OF SECTION 23; THENCE NORTH 0°01'31" WEST ALONG SECTION LINE 1250.66 FEET TO THE POINT OF BEGINNING.

ALSO LESS: ANY PORTION THEREOF FOUND LYING WITHIN HIGHWAY U-59.

ALSO LESS: BEGINNING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°01'31" WEST, ALONG THE SECTION LINE 70.57 FEET; THENCE NORTH 32°40'58" EAST 719.81 FEET; THENCE NORTH 36°17'48" EAST, 495.07 FEET; THENCE SOUTH 58°32'58" EAST, 747.19 FEET TO A POINT ON THE 1/16 SECTION LINE; THENCE SOUTH 0°01'18" EAST, 685.90 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4) OF SAID SECTION 23; THENCE NORTH 89°59'14" WEST, ALONG THE QUARTER SECTION LINE, 1319.34 FEET TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°55'54" WEST ALONG THE SECTION LINE OF SAID SECTION 1,866.76 FEET: THENCE NORTH 89°02'52" WEST 1,705.97 FEET; THENCE SOUTH 00°55'12" WEST 776.44 FEET TO THE CENTER SECTION LINE OF SAID SECTION: THENCE NORTH 89°03'14" WEST ALONG SAID CENTER SECTION LINE 556.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE HIGHWAY U-59; THENCE NORTH 57°36'38" WEST ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE 442.46 FEET TO THE CENTER SECTION LINE OF SAID SECTION: THENCE NORTH 00°55'12" EAST ALONG THE SAID CENTER SECTION LINE 2,412.49 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION: THENCE SOUTH 89°02'52" EAST ALONG THE SECTION LINE 2,639.74 FEET TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT THE CENTER 1/16 CORNER, SAID POINT BEING SOUTH 00°55'12" WEST 1,321.65 FEET ALONG THE CENTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°55'12" WEST ALONG SAID CENTER SECTION LINE 1,090.84 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE HIGHWAY U-59; THENCE NORTH 57°36'38" WEST, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE 2,000.78 FEET TO THE NORTH 1/16 SECTION LINE OF SAID SECTION; THENCE SOUTH 89°03'34" EAST ALONG SAID NORTH 1/16 SECTION LINE 1,783.26 FEET TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT A POINT BEING SOUTH 0°55'54" WEST 1,866.76 FEET ALONG THE SECTION LINE AND NORTH 89°02'52" WEST 772.59 FEET FROM THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°55'12" WEST 776.33 FEET TO THE CENTER SECTION LINE OF SAID SECTION; THENCE NORTH 89°03'14" WEST ALONG THE SAID CENTER SECTION LINE 933.38 FEET; THENCE NORTH 00°55'12" EAST 776.44 FEET; THENCE SOUTH 89°02'52" EAST 933.38 FEET TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT A POINT ON THE EAST SECTION LINE, SAID POINT BEING SOUTH 00°55'54" WEST 1,866.76 FEET ALONG SAID EAST SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND

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RUNNING; THENCE SOUTH 00°55'54" WEST ALONG SAID SECTION LINE 776.25 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE NORTH 89°03'14" WEST ALONG THE CENTER SECTION LINE 772.43 FEET; THENCE NORTH 00°55'12" EAST 776.33 FEET; THENCE SOUTH 89°02'52" EAST 772.9 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THAT PORTION OF LAND CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 13, 2021 AS ENTRY NO. 20210078467 OF OFFICIAL RECORDS, A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, APPLE VALLEY, UTAH, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 89°59'10" WEST A DISTANCE OF 1944.87 FEET ALONG THE QUARTER SECTION LINE; THENCE SOUTH A DISTANCE OF 310.63 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF HIGHWAY U59, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE SOUTH 58°32'58" EAST A DISTANCE OF 2279.74 FEET ALONG SAID HIGHWAY RIGHT OF WAY; THENCE SOUTH 00°00'06" EAST A DISTANCE OF 235.08 FEET; THENCE NORTH 58°32'58" WEST A DISTANCE OF 1365.52 FEET; THENCE NORTH 89°59'11" WEST A DISTANCE OF 1293.70 FEET; THENCE NORTH 32°37'32" EAST A DISTANCE OF 826.49 FEET TO A POINT OF CURVATURE OF A 50.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 77.51 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 88°49'31" AND A CHORD THAT BEARS NORTH 77°02'17" EAST A DISTANCE OF 69.98 FEET TO THE POINT OF BEGINNING.

PARCEL 4: *AY-1378-Q*

BEGINNING AT THE SOUTHWEST CORNER OF CANAAN MOUNTAIN ESTATES SUBDIVISION, SAID POINT BEING NORTH 89°59'11" WEST 945.48 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTH 89°59'11" WEST 1,460.00 FEET ALONG THE SECTION LINE; THENCE NORTH 00°00'49" EAST 1,620.00 FEET; THENCE SOUTH 89°59'11" EAST 1,240.65 FEET; THENCE SOUTH 58°32'58" EAST 1,180.81 FEET TO THE NORTHEAST CORNER OF SAID CANAAN MOUNTAIN ESTATES SUBDIVISION; THENCE SOUTHWESTERLY THE FOLLOWING (4) COURSES ALONG SAID CANAAN MOUNTAIN ESTATES SUBDIVISION; THENCE NORTH 89°59'11" WEST 630.00 FEET; THENCE SOUTH 00°00'49" WEST 494.57 FEET; THENCE NORTH 89°59'11" WEST 141.07 FEET; THENCE SOUTH 00°00'49" WEST 520.00 FEET TO THE POINT OF BEGINNING.

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TAX ID	FIELD5	FIELD6	FIELD7	FIELD8	FIELD9	FIELD10
AV-1378-R	BARLOW CORTNEY	PO BOX 1618	COLORADO CITY	AZ	86021-1618	
AV-1-3-23-240	CIRCLE 9 LLC	2221 E WELDON AVE	PHOENIX	AZ	85016	
AV-1378-A	KENSTAL LLC	2221 E WELDON AVE	PHOENIX	AZ	85016	
AV-1378-B	LAND DEVELOPMENT SOLUTIONS LLC	PO BOX 71653	SALT LAKE CITY	UT	84121	
AV-1378-C	LAND DEVELOPMENT SOLUTIONS LLC	PO BOX 71653	SALT LAKE CITY	UT	84121	
AV-1378-D	LAND DEVELOPMENT SOLUTIONS LLC	PO BOX 71653	SALT LAKE CITY	UT	84121	
AV-1378-J	GROSS MICHAEL JAMES & JENNIFER KAY	2499 S 1740 E	APPLE VALLEY	UT	84737	
AV-1-3-23-241	CIRCLE 9 LLC	2221 E WELDON AVE	PHOENIX	AZ	85016	
AV-1378-F	GROSS MICHAEL JAMES & JENNIFER KAY	2499 S 1740 E	APPLE VALLEY	UT	84737	
AV-1378-E	BARRETT MICHAEL	1749 E 2260 S	APPLE VALLEY	UT	84737	
AV-1378-N	BARLOW CORTNEY	PO BOX 1618	COLORADO CITY	AZ	86021-1618	
AV-1378-Q	LAND DEVELOPMENT SOLUTIONS LLC	PO BOX 71653	SALT LAKE CITY	UT	84121	
AV-1378-K	GROSS MICHAEL JAMES & JENNIFER KAY	2499 S 1740 E	APPLE VALLEY	UT	84737	
AV-1378-P	BARLOW CORTNEY	PO BOX 1618	COLORADO CITY	AZ	86021-1618	
<u>AY-1375</u>	<u>PROPERTY PRIVACY SERVICES</u>	<u>25 W TELEGRAPH ST #769</u>	<u>WASHINGTON</u>	<u>UT</u>	<u>84780</u>	
<u>AV-1378-G</u>	<u>JASON AND HOLLY CORTIS</u>	<u>5455 1530 W</u>	<u>HUNTERCREEK</u>	<u>UT</u>	<u>84737</u>	
<u>AV-1377-B-1</u>	<u>ASHMORE ECKO</u>	<u>2125 S STATE ST</u>	<u>APPLE VALLEY</u>	<u>UT</u>	<u>84737</u>	



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

Issuing Agent: First American Title Insurance Company  
Issuing Office: 215 South State Street, Suite 280, Salt Lake City, UT 84111  
Issuing Office's ALTA® Registry ID: 1123534  
Commitment Number: 390-6278588  
Issuing Office File Number: 390-6278588  
Property Address: AV-1378-B, AV-1378-C, AV-1378-D, AV-1378-Q, Washington County, UT  
Revision Number:

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Jennifer Beavers at  
(801)576-8400 located at 10808 S River Front Pkwy, Ste 175, South Jordan, UT 84095.**

**SCHEDULE A**

1. Commitment Date: June 08, 2023 at 8:00 a.m.
  
2. Policy to be issued:
  - a. ALTA® Homeowner's (Eagle) Policy  
Proposed Insured: TBD  
Proposed Amount of Insurance: \$1,000.00 Premium: \$  
The estate or interest to be insured: See Item 3 below
  
  - b. ALTA® Expanded Coverage (Eagle) Loan Policy  
Proposed Insured: Lender To Be Determined  
Proposed Amount of Insurance: \$1,000.00 Premium: \$  
The estate or interest to be insured: See Item 3 below
  
  - c. Endorsements: 9, 22 and 8.1 Premium: \$Included
  
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
  
4. The Title is, at the Commitment Date, vested in:  
  
Land Development Solutions, LLC, a Wyoming LLC
  
5. The Land is described as follows:  
  
See Exhibit A attached hereto and made a part hereof

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Commitment No.: 390-6278588

**SCHEDULE B, PART I—Requirements**

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. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
7. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.

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Form 50122149 (5-16-22)



Commitment No.: 390-6278588

**SCHEDULE B, PART II—Exceptions**

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

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property, or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interest, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances that are not shown by the Public Records.
4. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), that would be disclosed by an accurate and complete land title survey of the Land and that are not shown in Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material, unless such lien is shown by the Public Records at Date of Policy.
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 the Schedule B, Part I—Requirements are met.

**Subject to underwriting review and approval, some or all of Exceptions 1-7 may be omitted on extended coverage and Eagle policies**

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Form 50122149 (5-16-22)



(The following exception affects Parcel 1)

8. Taxes for the year 2023 now a lien, not yet due. General property taxes for the year 2022 were paid in the amount of \$6.92. Tax Parcel No. AV-1378-B.

(The following exception affects Parcel 2)

9. Taxes for the year 2023 now a lien, not yet due. General property taxes for the year 2022 were paid in the amount of \$4.18. Tax Parcel No. AV-1378-C.

(The following exception affects Parcel 3)

10. Taxes for the year 2023 now a lien, not yet due. General property taxes for the year 2022 were paid in the amount of \$2.54. Tax Parcel No. AV-1378-D.

(The following exception affects Parcel 4)

11. Taxes for the year 2023 now a lien, not yet due. General property taxes for the year 2022 were paid in the amount of \$4.67. Tax Parcel No. AV-1378-Q.
12. The land is included within the boundaries of Washington County, a Municipal Corporation of the State of Utah, and is subject to charges and assessments made thereby.
13. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded January 31, 2022 as Entry No. 20220006142 of Official Records.
14. An easement over, across or through the Land for telephone equipment and incidental purposes, as granted to South Central Utah Telephone Association, Inc and to its successors and assigns by Instrument recorded March 21, 2006 as Entry No. 20060009349 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of a blanket or incomplete legal description.

15. Resolution No. 2011-25 of Apple Valley Town, Washington County, Utah creating and Establishing a Special Service District within Apple Valley; describing the Boundaries thereof, Naming the District, Authorizing and Specifying the Services to be provided, Setting forth the powers, duties and Authority, designating and Appointing the Governing Authority, Providing for the method or methods of Payments for the services to be furnished and Prescribing other matters and detail relating to the Establishment, Operations and Functions Thereof recorded October 18, 2011 as Entry No. 20110031703 of Official Records.

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(The following exception affects Parcel 3, together with other land, not included herein)

16. A Trust Deed with Assignment of Rents dated October 19, 2017 by and between Cortney Barlow and Glenn Johnson as Trustor in favor of Inwest Title Services, Inc as Trustee and Kenstal, LLC, a Utah limited liability company as Beneficiary, to secure an original indebtedness of \$350,946.00 and any other amounts or obligations secured thereby, recorded October 20, 2017 as Entry No. 20170042681 of Official Records.

A Modification of Trust Deed/Note recorded February 15, 2019 as Entry No. 20190005916 in Book NA at Page NA of Official Records provides that the Deed of Trust or the obligation secured thereby has been modified.

17. Resolution No. 2019-01 modifying, limiting and revoking the Delegation of Authority to the Big Plains Water and Sewer Special Services District recorded January 19, 2019 as Entry No. 20190000956 of Official Records.

(The following exception affects Northerly portion of Parcel 3)

18. An Easement for Underground Waterline easement disclosed in that Easement Deed recorded April 10, 2019 as Entry No. 20190013073 of Official Records.

(The following exception affects Parcels 1 and 2)

19. Terms, conditions and provisions contained within Roadway Easement Agreement recorded October 27, 2021 as Entry No. 20210069668 of Official Records.

(The following exception affects all of the Land, together with other land not included herein)

20. A Trust Deed with Assignment of Rents dated December 08, 2021 by and between Land Development Solutions LLC, a Wyoming LLC as Trustor in favor of 1st Liberty Title, LC, a Utah LLC as Trustee and Kenstal, LLC, a Utah LLC as Beneficiary, to secure an original indebtedness of \$2,100,000.00 and any other amounts or obligations secured thereby, recorded December 13, 2021 as Entry No. 20210078386 of Official Records.

(The following exception affects Parcel 2)

21. Terms, conditions and provisions contained within Right-of-Way Easement Agreement recorded December 13, 2021 as Entry No. 20210078597 of Official Records.

(The following exception affects Parcels 1 and 2)

22. Terms, conditions and provisions contained within Roadway Easement Agreement recorded December 13, 2021 as Entry No. 20210078598 of Official Records.

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23. Mechanics' and/or Materialmen's Lien claims if either work is started, any material delivered or service rendered, prior to the recordation of the Security Instrument to be insured.

LOSS OF PRIORITY under this provision may jeopardize the Company's ability to insure under an ALTA Lenders Policy.

The State Construction Registry discloses the following Preliminary Notice(s): None.

(The following exception affects Parcels 2 and 3)

24. Vehicular access is limited to openings permitted by the Utah State Department of Transportation in accordance with Section 41-6a-714, Utah Code Annotated, as amended 2015.
25. Access to Parcel 1 exists only as a result of the common ownership in Parcel 3.
26. Access to Parcel 4 exists only as a result of the common ownership in Parcel 3.
27. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

28. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
29. Water rights, claims or title to water, whether or not shown by the Public Records.

\*\*\*

The name(s) Land Development Solutions, LLC, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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**Note: The Eagle owner's policy of title insurance committed to be issued will contain Deductible Amounts and Liability Limits relative to certain Covered Risks found in the policy as follows:**

**Covered Risk 16** (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is less, and a Maximum Dollar Limit of Liability of \$10,000.

**Covered Risk 18** (Building Permits) has a deductible of 1% of the Policy Amount or \$5000 whichever is less, and a Maximum Dollar Limit of Liability of \$25,000.

**Covered Risk 19** (Zoning) has a deductible of 1% of the Policy Amount or \$5000 whichever is less, and a Maximum Dollar Limit of Liability of \$25,000.

**Covered Risk 21** (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2500 whichever is less, and a Maximum Dollar Limit of Liability of \$5,000.

Title inquiries should be directed to Mark J. Snyder @ (801)578-8835.

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Form 50122149 (5-16-22)

Page 7 of 17



**EXHIBIT A**

The Land referred to herein below is situated in the County of Washington, State of Utah, and is described as follows:

**PARCEL 1:**

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTH 00°54'49" EAST 1,321.21 FEET ALONG THE SECTION LINE TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE SOUTH 89°03'03" EAST 2,867.73 FEET ALONG AND BEYOND THE 1/16TH LINE TO THE WESTERLY LINE OF THAT QUIT CLAIM DEED RECORDED AS ENTRY NO. 20170052093 WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°57'10" WEST 1,321.36 FEET ALONG SAID QUIT CLAIM DEED TO THE SECTION LINE; THENCE NORTH 89°02'51" WEST 2,866.82 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

**PARCEL 2:**

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING SOUTH 89°03'14" EAST 1,319.47 FEET ALONG THE CENTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE SOUTH 89°03'14" EAST 1,505.16 FEET ALONG SAID CENTER SECTION LINE TO THE WESTERLY LINE OF HIGHWAY 59; THENCE SOUTH 57°36'58" EAST 2,876.08 FEET ALONG SAID WESTERLY LINE OF HIGHWAY 59 TO THE SECTION LINE; THENCE SOUTH 00°55'54" WEST 237.83 FEET ALONG SAID SECTION LINE TO THE NORTHEASTERLY LINE OF CANAAN MOUNTAIN ESTATES AS FOUND ON RECORD AS ENTRY NO. 516877 AT THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 57°36'37" WEST 1,370.69 FEET ALONG SAID NORTHEASTERLY LINE OF CANAAN MOUNTAIN ESTATES AND TO AN ALONG THAT QUIT CLAIM DEED RECORDED AS ENTRY NO. 20170052093 WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE WESTERLY THE FOLLOWING (2) COURSES ALONG SAID QUIT CLAIM DEED; THENCE NORTH 89°02'50" WEST 1240.65 FEET; THENCE SOUTH 00°57'10" WEST 298.64 FEET; THENCE NORTH 89°03'03" WEST 1,548.33 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°55'00" EAST 1,321.29 FEET ALONG THE 1/16TH LINE TO THE POINT OF BEGINNING.

**PARCEL 3:**

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN.

LESS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST; THENCE SOUTH 89°59'28" EAST ALONG THE 1/16 SECTION LINE 663.89 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY U-59; THENCE SOUTH 58°32'58" EAST ALONG SAID RIGHT OF WAY LINE 160.80 FEET; THENCE SOUTH

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36°17'48" WEST 695.79 FEET; THENCE SOUTH 32°40'38" WEST 719.81 FEET TO THE WEST SECTION LINE OF SECTION 23; THENCE NORTH 0°01'31" WEST ALONG SECTION LINE 1250.66 FEET TO THE POINT OF BEGINNING.

ALSO LESS: ANY PORTION THEREOF FOUND LYING WITHIN HIGHWAY U-59.

ALSO LESS: BEGINNING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°01'31" WEST, ALONG THE SECTION LINE 70.57 FEET; THENCE NORTH 32°40'58" EAST 719.81 FEET; THENCE NORTH 36°17'48" EAST, 495.07 FEET; THENCE SOUTH 58°32'58" EAST, 747.19 FEET TO A POINT ON THE 1/16 SECTION LINE; THENCE SOUTH 0°01'18" EAST, 685.90 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4) OF SAID SECTION 23; THENCE NORTH 89°59'14" WEST, ALONG THE QUARTER SECTION LINE, 1319.34 FEET TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°55'54" WEST ALONG THE SECTION LINE OF SAID SECTION 1,866.76 FEET: THENCE NORTH 89°02'52" WEST 1,705.97 FEET; THENCE SOUTH 00°55'12" WEST 776.44 FEET TO THE CENTER SECTION LINE OF SAID SECTION: THENCE NORTH 89°03'14" WEST ALONG SAID CENTER SECTION LINE 556.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE HIGHWAY U-59; THENCE NORTH 57°36'38" WEST ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE 442.46 FEET TO THE CENTER SECTION LINE OF SAID SECTION: THENCE NORTH 00°55'12" EAST ALONG THE SAID CENTER SECTION LINE 2,412.49 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION: THENCE SOUTH 89°02'52" EAST ALONG THE SECTION LINE 2,639.74 FEET TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT THE CENTER 1/16 CORNER, SAID POINT BEING SOUTH 00°55'12" WEST 1,321.65 FEET ALONG THE CENTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°55'12" WEST ALONG SAID CENTER SECTION LINE 1,090.84 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE HIGHWAY U-59; THENCE NORTH 57°36'38" WEST, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE 2,000.78 FEET TO THE NORTH 1/16 SECTION LINE OF SAID SECTION; THENCE SOUTH 89°03'34" EAST ALONG SAID NORTH 1/16 SECTION LINE 1,783.26 FEET TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT A POINT BEING SOUTH 0°55'54" WEST 1,866.76 FEET ALONG THE SECTION LINE AND NORTH 89°02'52" WEST 772.59 FEET FROM THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°55'12" WEST 776.33 FEET TO THE CENTER SECTION LINE OF SAID SECTION; THENCE NORTH 89°03'14" WEST ALONG THE SAID CENTER SECTION LINE 933.38 FEET; THENCE NORTH 00°55'12" EAST 776.44 FEET; THENCE SOUTH 89°02'52" EAST 933.38 FEET TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT A POINT ON THE EAST SECTION LINE, SAID POINT BEING SOUTH 00°55'54" WEST 1,866.76 FEET ALONG SAID EAST SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND

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RUNNING; THENCE SOUTH 00°55'54" WEST ALONG SAID SECTION LINE 776.25 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE NORTH 89°03'14" WEST ALONG THE CENTER SECTION LINE 772.43 FEET; THENCE NORTH 00°55'12" EAST 776.33 FEET; THENCE SOUTH 89°02'52" EAST 772.9 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THAT PORTION OF LAND CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 13, 2021 AS ENTRY NO. 20210078467 OF OFFICIAL RECORDS, A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, APPLE VALLEY, UTAH, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 89°59'10" WEST A DISTANCE OF 1944.87 FEET ALONG THE QUARTER SECTION LINE; THENCE SOUTH A DISTANCE OF 310.63 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF HIGHWAY U59, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE SOUTH 58°32'58" EAST A DISTANCE OF 2279.74 FEET ALONG SAID HIGHWAY RIGHT OF WAY; THENCE SOUTH 00°00'06" EAST A DISTANCE OF 235.08 FEET; THENCE NORTH 58°32'58" WEST A DISTANCE OF 1365.52 FEET; THENCE NORTH 89°59'11" WEST A DISTANCE OF 1293.70 FEET; THENCE NORTH 32°37'32" EAST A DISTANCE OF 826.49 FEET TO A POINT OF CURVATURE OF A 50.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 77.51 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 88°49'31" AND A CHORD THAT BEARS NORTH 77°02'17" EAST A DISTANCE OF 69.98 FEET TO THE POINT OF BEGINNING.

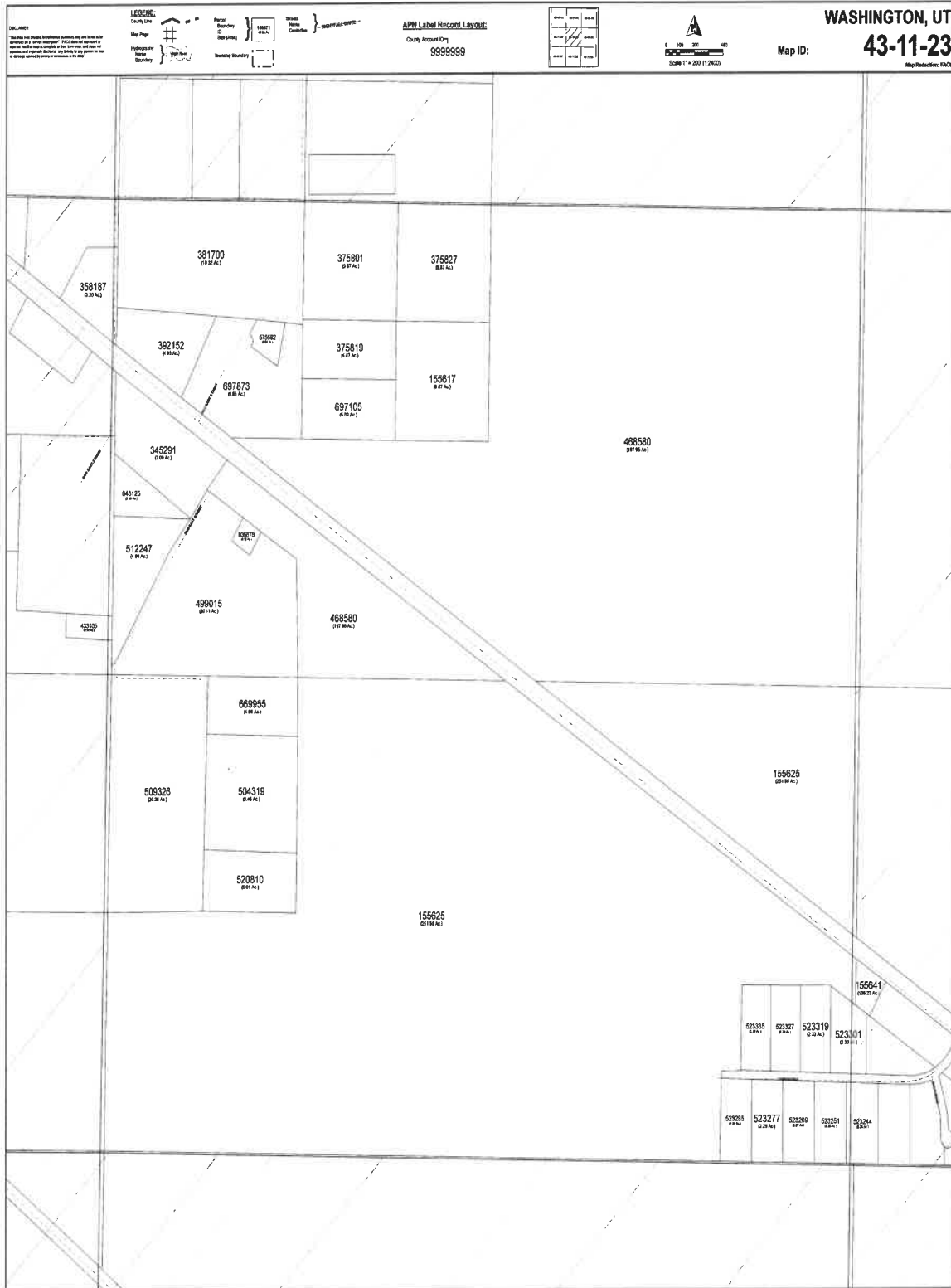
PARCEL 4:

BEGINNING AT THE SOUTHWEST CORNER OF CANAAN MOUNTAIN ESTATES SUBDIVISION, SAID POINT BEING NORTH 89°59'11" WEST 945.48 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTH 89°59'11" WEST 1,460.00 FEET ALONG THE SECTION LINE; THENCE NORTH 00°00'49" EAST 1,620.00 FEET; THENCE SOUTH 89°59'11" EAST 1,240.65 FEET; THENCE SOUTH 58°32'58" EAST 1,180.81 FEET TO THE NORTHEAST CORNER OF SAID CANAAN MOUNTAIN ESTATES SUBDIVISION; THENCE SOUTHWESTERLY THE FOLLOWING (4) COURSES ALONG SAID CANAAN MOUNTAIN ESTATES SUBDIVISION; THENCE NORTH 89°59'11" WEST 630.00 FEET; THENCE SOUTH 00°00'49" WEST 494.57 FEET; THENCE NORTH 89°59'11" WEST 141.07 FEET; THENCE SOUTH 00°00'49" WEST 520.00 FEET TO THE POINT OF BEGINNING.

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pany. This  
schedule B,

Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



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**ALTA COMMITMENT FOR TITLE INSURANCE  
issued by  
FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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

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

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

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

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

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Form 50122149 (5-16-22)

Page 16 of 17



**11. ARBITRATION**

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

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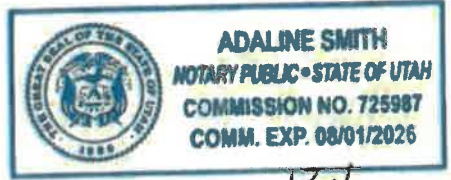
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SUBDIVISION APPROVAL PROCESS  
AFFIDAVIT PROPERTY  
OWNER

STATE OF UTAH )  
  )S  
COUNTY OF WASHINGTON )

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



[Signature]  
Property Owner

Property Owner

Subscribed and sworn to me this 13<sup>th</sup> day of July, 2023.

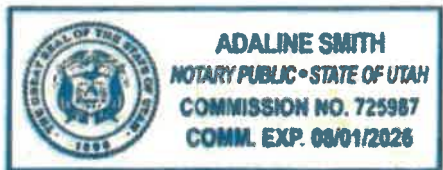
[Signature]  
Notary Public

Residing in: ogden Utah My

Commission Expires: 08/01/26

**AGENT AUTHORIZATION**

I (We), LAND DEVELOPMENT SOLUTIONS, LLC; PAT MELI, MANAGER, the owner(s) of the real property described in the attached application, do authorize as my(our) agent(s) PAT TITTLE, NOTARY PUBLIC to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative body in the Town of Apple Valley considering this application and to act in all respects as our agent in matters pertaining to the attached application.



[Signature]  
Property Owner

Property Owner

Subscribed and sworn to me this 13<sup>th</sup> day of July, 2023.

[Signature]  
Notary Public

Residing in: ogden Utah My

Commission Expires: 08/01/26