



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

Fee: \$500.00 + Acreage Fee	
1 – 100 Acres:	\$50.00/Acre
101 – 500 Acres:	\$25.00/Acre
501 + Acres:	\$10/Acre

Zone Change Application

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

Name: Jeremiah Allred		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable)		Phone:	
Address/Location of Property: 474 S. Coyote Rd		Parcel ID: AV-1354-C	
Existing Zone: OST - Open Space Transition		Proposed Zone: A-5 Agricultural > 5 Acres	
Reason for the request: I would like to build a new primary residence on the west half of my 20 arce property. splitting the property approximatly into 8 acres for the new primary residence and leaving aproximately 10-11 acres for the existing house.			

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

- A. The name and address of every person or company the applicant represents
- 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. Stamped envelopes with the names and address's 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
- F. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence the applicant has control of the property

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

Official Use Only	
Date Received: 1/7/26	By: [Signature] Paid: \$1800.00 Receipt 59890
Date Application Deemed Complete:	By:

AFFIDAVIT
PROPERTY OWNER

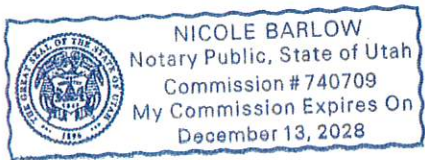
STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

I (We) Jeremiah Alfred, being duly sworn, deposed 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 1 day of Jan, 2026.



Nicole Barlow
Notary Public

Residing in: Utah

My Commission Expires: 12/13/2028

AGENT AUTHORIZATION

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

Property Owner

Property Owner

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

Notary Public

Residing in: _____

My Commission Expires: _____

Zoning Districts Information:

ZONE PURPOSES:

The following zones are created to be applied as necessary to regulate the development of the land in the county as set forth below:

1. Agricultural Zone:

The purpose of this zone is to preserve appropriate areas for permanent agricultural use. Uses normally and necessarily related to agriculture are permitted and uses inimical to the continuance of agricultural activity are disallowed.

1. Residential Zones:

- Single Family Residential Zone: The purpose of this zone is to provide appropriate locations where low density residential neighborhoods may be established, maintained and protected. The regulations also permit the establishment, with proper controls, of public and semipublic uses such as churches, schools, libraries, parks and playgrounds which serve the requirements of families. The regulations are intended to prohibit uses that would be inimical to a single-family residential neighborhood.

Residential Estate Zone: The purpose of this zone is to provide permanent area for rural farms, hobby farms and limited agricultural development for personal use.

Planned Development Zone:

The overall purpose of the planned development (PD) zone is to allow and encourage applicant flexibility and creativity in design and development of comprehensively planned projects. The specific purposes and intent of the planned development zone regulations are:

- To provide greater compatibility with surrounding land uses consistent with the Washington County General Plan.
- To allow for a more efficient and creative design for a specific property.
- To encourage property owners to develop master plans of their total land while still preserving the physical environment.



474 S. Coyote Rd.

From: OST - Open Space Transition

To: A-S Agricultural 7.5 Acres

Legend

- Washington County Parcels
- Zoning Viewer
- Town Boundary

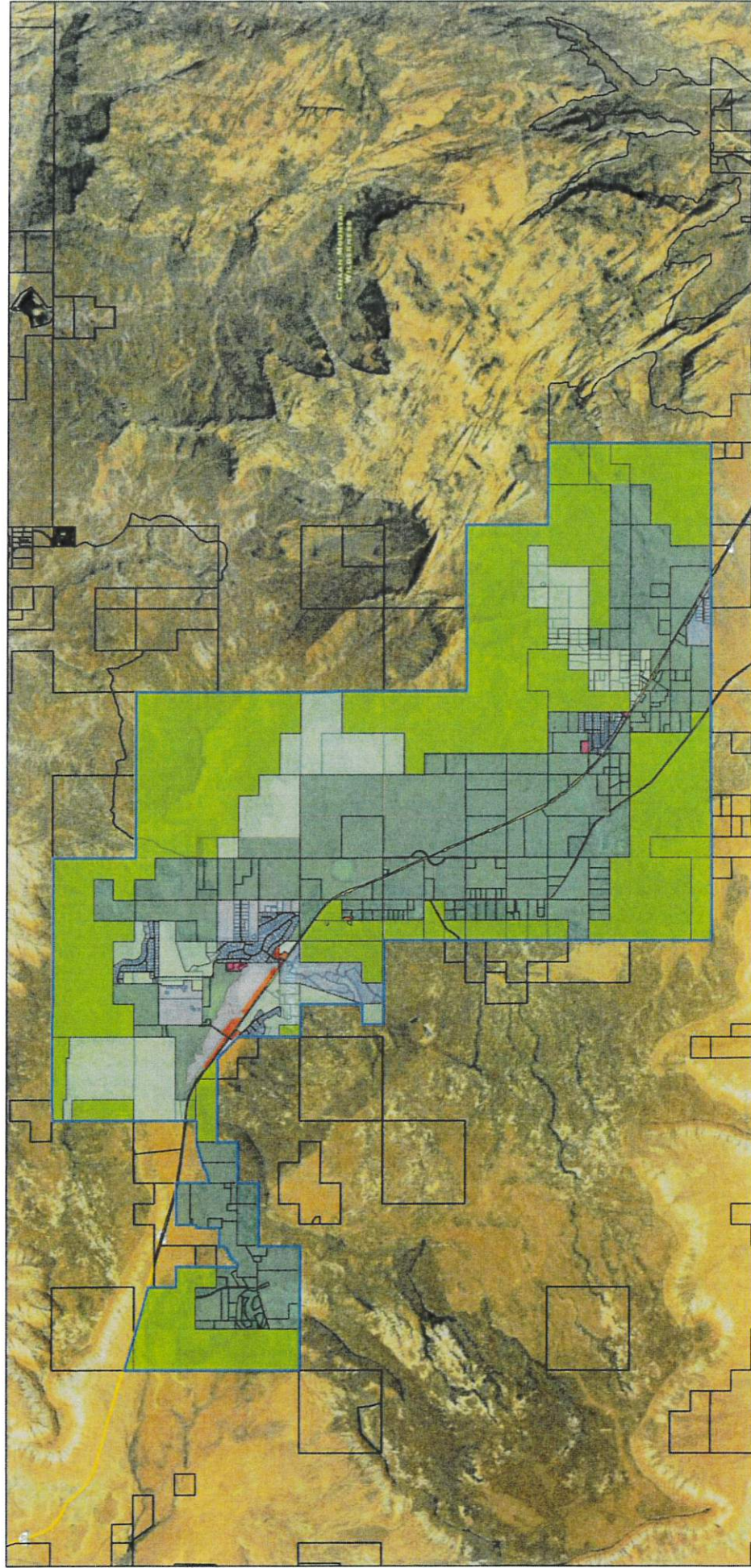
Zoning Districts

- A-S Agricultural - 7.5 Acres
- A-10 Agricultural - 10 Acres
- A-20 Agricultural - 20 Acres
- A-40 Agricultural - 40 Acres
- AG Agriculture
- SE-3 Single Family Residential - 5 Acres
- C-1 Convenience Commercial
- C-2 Highway Commercial
- C-3 General Commercial
- CIP Campus of Two Phase Two Zone
- IND Industrial
- MH Medium-Density Housing Park
- OSC - Open Space Conservation
- OST - Open Space Transition
- PD Planned Development
- PD0 Planned Development Overlay
- NE-1 Rural Estate 1
- NE-2.5 Rural Estate 2.5
- NE-5 Rural Estate 5
- NE-10 Rural Estate 10
- NE-20 Rural Estate 20
- REX - Rural Estate Zone Any Size
- RV RV - Recreational Vehicle Park

Future Annexation Boundary

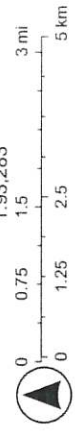


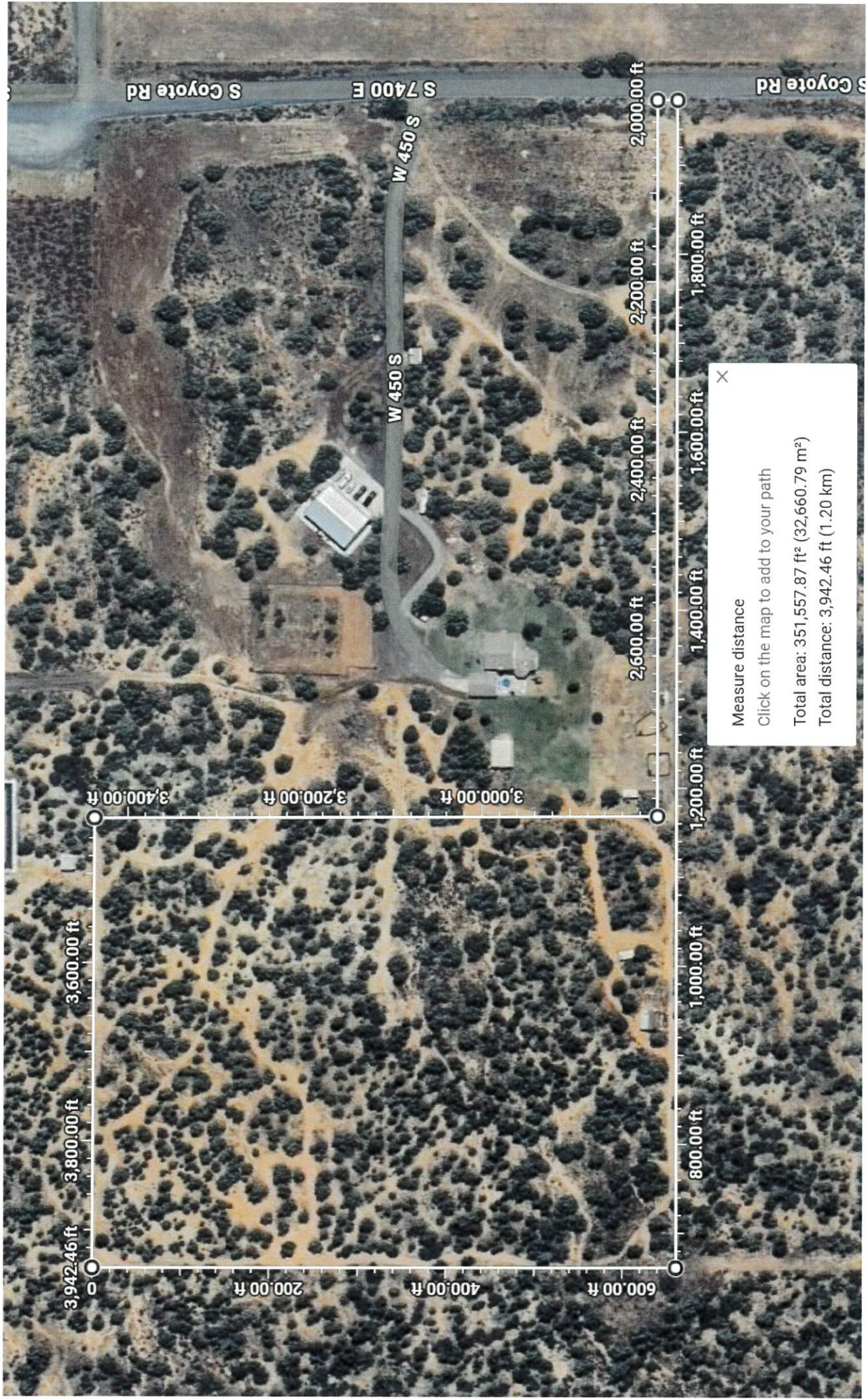
Apple Valley Proposed General Plan 4/28/25



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

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





Measure distance
Click on the map to add to your path
Total area: 351,557.87 ft² (32,660.79 m²)
Total distance: 3,942.46 ft (1.20 km)

Zoning Districts Viewer

Zoning Districts Information:

GENERAL PURPOSES:

Following zones are created to be used as necessary to regulate the use of the land in the county as set forth below:

Agricultural Zone: The purpose of this zone is to preserve private areas for permanent agricultural uses normally and necessarily related to agriculture and uses inimical to the continuance of agricultural activity are allowed.

Residential Zones:

Single Family Residential Zone: The purpose of this zone is to provide private locations where low density residential neighborhoods may be established, maintained and protected. The regulations also permit the establishment, operation, control, of public and private uses such as churches, schools, libraries, parks and playgrounds which serve the requirements of families. The regulations are intended to prohibit uses that would be detrimental to a single-family residential neighborhood.

Rural Estate Zone: The purpose of this zone is to provide permanent area for farms, hobby farms and limited rural development for personal use.

Planned Development Zone:

The overall purpose of the planned development (PD) zone is to allow and encourage applicant flexibility and creativity in the design and development of innovative planned projects. The regulations are intended to prohibit uses that would be detrimental to the purposes and intent of the planned development zone regulations are:

- Provide greater compatibility with surrounding land uses consistent with the Region County General Plan.
- Allow for a more efficient and creative design for a specific property.
- Encourage property owners to develop plans of their total land while still allowing for phased development.

Washington County Parcels

Parcel ID, Account #, or Address

Washington County Parcels

Zoning Viewer

Town Boundary

Legend



- Zoning Districts**
- A-5 - Agricultural > 5 Acres
 - A-10 - Agricultural > 10 Acres
 - A-20 - Agricultural > 20 Acres
 - A-40 - Agricultural > 40 Acres
 - A-X - Agriculture
 - SF-5 - Single-Family Residential > 5 Acres
 - C-1 - Convenience Commercial
 - C-2 - Highway Commercial
 - C-3 - General Commercial
 - CTF - Clubs or Tiny Home Parks Zone
 - INST - Institutional
 - MH - Manufactured Housing Park
 - OSC - Open Space Conservation
 - OST - Open Space Transition
 - PD - Planned Development
 - PDC - Planned Development Overlay
 - RE-1 - Rural Estate 1
 - RE-2.5 - Rural Estate 2.5
 - RE-5 - Rural Estate 5
 - RE-10 - Rural Estate 10
 - RE-20 - Rural Estate 20
 - RE-X - Rural Estate Zone Any Size
 - RV Park - Recreational Vehicle Park
- Future Annexation Boundary**

Warranty Deed Page 1 of 1

Gary Christensen Washington County Recorder
01/08/2021 02:38:48 PM Fee \$40.00 By AMERICAN
SECURE TITLE ST. GEORGE

ORDER NO. 168288/STG

WHEN RECORDED MAIL DOCUMENT
AND TAX NOTICE TO:
JEREMIAH S. ALLRED



WARRANTY DEED

HEBER R. ALLRED

of APPLE VALLEY, County of WASHINGTON, State of UT
hereby CONVEY and WARRANT to

Grantor,

JEREMIAH S. ALLRED , MARRIED MAN

Grantee,

of APPLE VALLEY, County of WASHINGTON, State of UT , for the sum of TEN DOLLARS and other good
and valuable consideration, the following tract of land in WASHINGTON county, State of UT, to-wit

The North one-half of the Northeast Quarter of the Northwest Quarter (N1/2 NE1/4 NW1/4) of Section 8,
Township 43 South, Range 11 West, Salt Lake Base and Meridian.

AV-1354-C

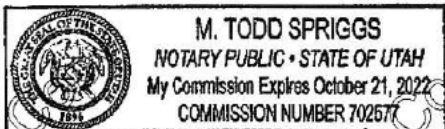
Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject
to 2021 taxes and thereafter.

WITNESS the hand of said grantor, this 8th day of January, 2021.

HEBER R. ALLRED

STATE OF UTAH)
§
COUNTY OF WASHINGTON)

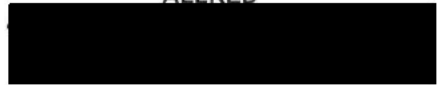
On the 8th day of January, 2021, personally appeared before me HEBER R. ALLRED, the signer(s) of the
within instrument, who duly acknowledged to me that they executed the same.



Notary Public
Residing at: *Washington ut*
My commission expires: *10/21/22*



ALLRED
ALLRED



WAH-2020-168288
Escrow Officer: TODD SPRIGGS

COMMITMENT FOR TITLE INSURANCE

ISSUED FOR

KELLER WILLIAMS REALTY
1624 SOUTH CONVENTION
CENTER DRIVE
SAINT GEORGE UT 84790
RAND LEMMON

KELLER WILLIAMS REALTY
1624 SOUTH CONVENTION
CENTER DRIVE
SAINT GEORGE UT 84790
RAND LEMMON

**FIRST COLONY MORTGAGE
CORPORATION, ISAOA**
508 WEST 800 NORTH
OREM UT 84057

**FIRST COLONY MORTGAGE
CORPORATION**
1224 SOUTH RIVER ROAD
SUITE B206
ST. GEORGE UT 84790
JEREMY HOLLINGSHEAD

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, **FIDELITY NATIONAL TITLE INSURANCE COMPANY** (the"Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

Fidelity National Title Insurance Company

COUNTERSIGNED

AUTHORIZED SIGNATURE

BY

PRESIDENT

ATTEST

SECRETARY

Logan Office
399 North Main Ste 210
Logan, UT 84321
(435) 753-3500
FAX (435) 753-9726

Brigham Office
960 South Main #2B
Brigham City, Utah 84302
(435) 723-6400
FAX (435) 723-6433

Tremonton Office
781 East Main Ste B
Tremonton, UT 84337
(435) 257-4965
FAX (435) 257-8746

St. George Office
1224 S. River Road Ste. B106
St. George, UT 84790
(435) 674-4000
FAX (435) 674-4004

Morgan Office
175 North State St.
Morgan, UT 84050
(801) 829-3344
FAX (801) 829-4175

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by the underwriter shown above. 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.

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "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.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements
- (f) Schedule B, Part II-Exceptions; and
- (g) a countersignature 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 shall not be 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.

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(b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(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 and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, 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 other 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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>.

AMERICAN SECURE TITLE INSURANCE AGENCY**Issued for Fidelity National Title Insurance Company**

ALTA Commitment for Title Insurance (8/1/2016)

SCHEDULE A**1. Commitment Date:** November 23, 2020 at 8:00 AM **Commitment No.** WAH-2020-168288

2. Policy (or Policies) to be issued:	AMOUNT	PREMIUM
(a) ALTA OWNER'S POLICY (Standard) Proposed Insured: JEREMIAH S. ALLRED	\$ 630,000.00	\$ 2,892.00
(b) ALTA LOAN POLICY (ALTA 2006) Proposed Insured: FIRST COLONY MORTGAGE CORPORATION, ISAOA	\$	\$
(c) OTHER Endorsements	\$	

3. The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE

4. The title is, at the Commitment dated, vested in:HEBER R. ALLRED, a married man
[\(view\)](#)**5. The Land is described as follows: Situated in WASHINGTON County, State of UTAH, to-wit:**

The North one-half of the Northeast Quarter of the Northwest Quarter (N1/2 NE1/4 NW1/4) of Section 8, Township 43 South, Range 11 West, Salt Lake Base and Meridian.

REFERENCE ONLY: SERIAL NO: AV-1354-C

Referenced Property Address: 474 SOUTH COYOTE ROAD, APPLE VALLEY, UT 84737

AM

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AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Fidelity National Title Insurance Company

CASE NO. 168288

COMMITMENT NO. WAH-2020-168288

**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.

ITEM (8a) Warranty Deed executed by HEBER R. ALLRED, vesting fee simple title to JEREMIAH S. ALLRED.

ITEM (8b) Trust Deed or Mortgage executed by JEREMIAH S. ALLRED, to secure your loan.

ITEM (9) Payment of Current Taxes Due to clear Schedule B-Section II, Exception No. 9, attached hereto.

ITEM (10) Withdrawal of Farmland Assessment to clear Schedule B, Exception No. 10, attached hereto.

ANY FUNDS SUBMITTED TO THE COMPANY FOR PAYMENT OF ANY OF THE ABOVE ITEMS MUST BE SENT VIA WIRE, NOT ACH OR DIRECT DEPOSIT.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

AMERICAN SECURE TITLE INSURANCE AGENCY ESCROW ACCOUNT

BANK OF UTAH (Please reference Borrower's Name and our File No.)

ABA Routing No. 124300107

Account No.: 11097993

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AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Fidelity National Title Insurance Company

CASE NO. 168288

COMMITMENT NO. WAH-2020-168288

SCHEDULE B, PART II

Exceptions

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

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

1. (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, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Record.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
8. Any water rights or claims or title to water in or under the land.

NOTE: ITEMS 1 THRU 8 WILL BE ELIMINATED FROM THE LENDERS POLICY AND ITEMS 1 THRU 7 WILL BE ELIMINATED FROM THE "EAGLE OWNERS" POLICY.

9. All assessments and taxes for the year 2020 and thereafter. Taxes for the year 2019 have been paid. Taxes for the year 2020, are now due in the amount of \$2,868.52, but will not become delinquent until November 30th. (Serial No. AV-1354-C)
10. Subject to the Farmland Assessment roll-back taxes as shown on that certain Application For Assessment And Taxation of Agricultural Land, dated January 12, 2012, by ALLRED HEBER R, as recorded owners, recorded February 22, 2012, as Entry No. 20120005536, WASHINGTON County Recorder's Office.
11. Resolution No. 2011-25, recorded October 10, 2011, as Entry No. 20110031703, WASHINGTON County Recorder's Office.

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AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Fidelity National Title Insurance Company

CASE NO. 168288

COMMITMENT NO. WAH-2020-168288

PAGE: B-2

**SCHEDULE B, PART II
EXCEPTIONS
(Continued)**

12. Resolution No. 2019-01, a resolution modifying, limiting, and revoking the delegation of authority to the Big Plans Water and Sewer Special Services District, recorded January 9, 2019, as Entry No. 20190000956, WASHINGTON County Recorder's Office.
13. Matters as shown on Survey provided by BALLARD & CAMPBELL.
14. The effects of easements, restrictions, reservations, covenants, conditions, notes, building set-back lines, and rights of way for roads, ditches, canals, streams, rivers, telephone and transmission lines, drainage, utilities or other incidental purposes, over, under or across said property, which are of record or which may be ascertained by an inspection or accurate survey, including, without limitation, any easements, notes, restrictions, building site requirements, setback lines, or rights of way provided for in the official plat map or of record, if any.
15. Excepting all water, water rights, claims or title to water.
16. Excepting any reference or reservation to or coverage for all minerals and mineral rights, including but not limited to oil, gas, sand, gravel, earth or rocks, together with appurtenant leases, easements, options or other instruments appertaining to mineral or mineral rights.
17. Property is located within Tax District 45 APPLE VALLEY, WASHINGTON County and is subject to the charges and assessments levied thereunder.

SEE ATTACHED PLAT ADDED AS A REFERENCE ONLY.

[\(view\)](#)

NOTE: Judgments have been searched in the name(s) of:

1. JEREMIAH S. ALLRED
2. HEBER R. ALLRED

No unsatisfied judgments which, in the opinion of the Company would constitute liens against the subject property, were found of record.

For inquiries concerning exceptions found in the Commitment, please contact ANABEL NESSLER (mto), at 435-257-5176.

Your order has been assigned to TODD SPRIGGS at the ST. GEORGE Escrow Office, located at 1224 South River Road Ste B106, St. George, UT 84790. For questions concerning your Escrow, contact TODD at (435) 674-4000 or by email at tspriggs@americansecure.com.

(Continued)

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by the underwriter shown above. 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.

AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Fidelity National Title Insurance Company

CASE NO. 168288

COMMITMENT NO. WAH-2020-168288

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**SCHEDULE B, PART II
EXCEPTIONS
(Continued)**

NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE TITLE INSURANCE ARBITRATION RULES OF THE AMERICAN LAND TITLE ASSOCIATION (ALTA). A COPY OF SAID RULES ARE AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

The Land described in this Commitment for Title Insurance may be serviced by services provided by cities, towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the Land and for which no notice of the existence of such service charges is evidenced in the Public Records. The applicant and/or proposed insured should directly contact all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the Land.

AMERICAN SECURE TITLE INSURANCE AGENCY is furnishing the following limited chain of title which is not a component of the commitment and related reports. This chain is being furnished for informational purposes only and is neither guaranteed or warranted by **AMERICAN SECURE TITLE INSURANCE AGENCY**, nor is it binding upon **AMERICAN SECURE TITLE INSURANCE AGENCY**, its agents, or assigns.

According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

NONE

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