

Brian Head, Utah

March 10, 2026

The Town Council (the “Council”) of the Town of Brian Head, Utah (the “Town”) met in regular session on March 10, 2026 at 1:00 p.m. at the regular meeting place of said Council at 56 North Highway 143 in Brian Head, Utah, with the following members of the Council present:

Clayton Calloway	Mayor
Logan Cruz	Council Member
Larry Freeberg	Council Member
Duane Nyen	Council Member

Also present:

Nancy Leigh	Town Clerk
Bret Howser	Town Manager

Absent:

Mitch Ricks	Council Member
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The Board of Equalization (the “Board of Equalization”) for the Town of Brian Head, Utah Special Tax Assessment Area No. 2024-02 (Elk Drive) (the “Assessment Area”) presented to the Council its report and stated that it did not receive any statements, comments or complaints from any property owners within the Assessment Area during the hearings of the Board of Equalization.

The following Findings, Recommendation and Decision were then presented to the Council by the Board of Equalization:

#### FINDINGS

It is the finding of the Board of Equalization that each assessed property within the Assessment Area will be assessed in a manner that meets the requirements of Section 11-42-409 of the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”). Furthermore, no parcel of property listed in the assessment list will bear more than its equitable portion of the actual costs that are reasonable of the improvements in the Assessment Area, in accordance with Section 11-42-409 of the Act.

#### RECOMMENDATION AND DECISION

It is the decision of the Board of Equalization that the proposed assessment list is equitable and that the improvements being financed thereby constitute a benefit to the properties to be assessed. The assessment list as attached as Exhibit A hereto is hereby approved.

The Board of Equalization respectfully recommends that the Council approve and confirm the assessment list, and adopt an ordinance levying the assessment set out in the assessment list.

The Town Clerk then noted that the Council is now convened in this meeting for the purpose, among other things, of accepting the Findings, Recommendation and Decision of the Board of Equalization regarding the proposed assessments to be levied within the Assessment Area and adopting an Assessment Ordinance (the “Ordinance”) for the Assessment Area. The following ordinance was then introduced in writing, was fully discussed, and pursuant to motion duly made by Council Member Nyen and seconded by Council Member Cruz, adopted by the following vote:

AYE:

Mayor Calloway  
Council Member Nyen  
Council Member Freeberg  
Council Member Cruz

NAY:

None

The ordinance was later signed by the Mayor and recorded by the Town Clerk in the official records of the Town. The ordinance is as follows:

ORDINANCE NO. 26-003

AN ORDINANCE CONFIRMING THE ASSESSMENT LIST AND LEVYING AN ASSESSMENT AGAINST CERTAIN PROPERTIES IN THE TOWN OF BRIAN HEAD, UTAH SPECIAL TAX ASSESSMENT AREA NO. 2024-02 (ELK DRIVE) (THE “ASSESSMENT AREA”), FOR THE PURPOSE OF FINANCING CERTAIN IMPROVEMENTS IN THE ASSESSMENT AREA; ESTABLISHING THE EFFECTIVE DATE OF THE ORDINANCE; AND RELATED MATTERS.

WHEREAS, the Town Council (the “Council”) of the Town of Brian Head, Utah (the “Town”), pursuant to the Assessment Area Act, Title 11 Chapter 42, Utah Code Annotated 1953, as amended (the “Act”), and pursuant to a resolution adopted on May 13, 2025 (the “Designation Resolution”), designated the Assessment Area; and

WHEREAS, the Council has now determined the total estimated cost of the Improvements and desires to assess the properties within the Assessment Area, and has prepared an assessment list of the assessments to be levied to finance the cost of the Improvements (the “Assessments”); and

WHEREAS, the Council now desires to confirm the assessment list and to levy said Assessments in accordance with this assessment ordinance:

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRIAN HEAD, UTAH, AS FOLLOWS:

Section 1. Determination of Costs of the Improvements. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Designation Resolution. The Council has determined that the estimated acquisition, construction and installation costs of the Improvements within the Assessment Area, including estimated overhead costs, administrative costs, costs of funding reserves, capitalized interest, and debt issuance costs, is estimated at \$575,000. Such amount to be levied is an estimate, as permitted under Section 11-42-401 of the Act. If the Assessments are not sufficient in amount to complete the Improvements and pay related costs as described above, the Owners shall be responsible to pay the remaining amount in order to complete the Improvements. However, the Town does not guaranty such payments from the Owners. Therefore, if for any reason the Owners do not pay such remaining amount to complete the Improvements, any and all property owners within the Assessment Area shall be responsible for paying any pro-rata share of additional costs required to complete the Improvements, including, but not limited to, an additional assessment on their property without any ability to contest such assessment

Section 2. Assessment List. The Council hereby accepts and adopts the Findings, Recommendations and Decision of the Board of Equalization. The Council also confirms and adopts the assessment list for the Assessment Area, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “Assessment List”). The Council has determined that the Assessments are levied according to the benefits to be derived by each assessed property within

the Assessment Area and in a manner that meets the requirements of Section 11-42-409 of the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”).

Section 3. Levy of Assessments. The Council hereby levies an Assessment upon the real property identified in the Assessment List to finance the Improvements. The Assessment levied upon each parcel of property therein described shall be in the amount set forth in the Assessment List. The currently anticipated amount of Assessments expected to be levied reflects an equitable portion of the benefit each parcel of property will receive from the Improvements.

Section 4. Amount of Total Assessments. The Assessments do not exceed in the aggregate the sum of: (a) the estimated contract price or prices for the Improvements (plus related capitalized soft costs); (b) the estimated acquisition price of the Improvements; (c) the reasonable cost of (i) utility services, maintenance, and operation to the extent permitted by the Act, and (ii) labor, materials or equipment supplied by the Town, if any; (d) the price or estimated price of purchasing property, if any; (e) connection fees, if any; (f) the interest on interim warrants issued to finance the Improvements, if any; (g) capitalized interest, if any, on bonds issued to finance the Improvements; (h) overhead costs not to exceed fifteen percent (15%) of the sum of (a), (b), (c) and (e); (i) contingencies of not more than 10% of the sum of (a) and (c), if any; and (j) an amount sufficient to fund a reserve fund, if any.

Section 5. Method. Each of the benefited properties will be assessed within the Assessment Area based upon a per lot methodology, as shown on Exhibit A hereto. Notwithstanding the levy of the Assessments, in order to provide additional security for the payment of Assessments, the Town shall require that all Assessments of all properties owned by the same Owner within the Assessment Area (or an affiliate of the same Owner) be aggregated as a single unified Assessment against all properties owned by the same Owner within the Assessment Area (or an affiliate of the same Owner). As used in this Ordinance, the term “affiliate” means with respect to any Owner, any person that controls, is controlled by or is under common control with such Owner, and the term “control” or “controlled” means the ownership of more than twenty percent (20%) of the outstanding voting ownership interests of the Owner in question or the power to direct the management of the Owner in question (subject to any required approvals for major decisions by anyone holding equity interests in the owner in question).

Section 6. Payment of Assessments; Restriction on Transfer of Property.

(a) The Council has elected to have Assessments payable in full or in ten (10) annual installments and to have the Assessments prepaid prior to any transfer of title of property bearing an Assessment. The Council hereby determines that the Improvements have a useful life of not less than fifty (50) years, that the Improvements have a reasonable useful life for the full period during which the Assessment installments are to be paid, and that it is in the best interest of the Town and the property owners within the Assessment Area that Assessment installments be paid for up to ten (10) years.

Prior to any transfer, whether by purchase or foreclosure or otherwise, of property within the Assessment Area, the Assessment related to such property must be paid in full. No transfers of property will be allowed with any outstanding Assessment. If title to property within the Assessment Area is transferred without the payment in full of the

Assessment, irrespective of property owner knowledge or intent with regard thereto, the Town shall be entitled to commence foreclosure proceedings on such property within 30 days of providing notice of the same to the property owner. The aggregate annual Assessment payments shall be in substantially equal amounts, subject, however, to adjustment as described herein.

Interest on the unpaid balance of the Assessments shall accrue at the same rate or rates as shall be borne by the assessment bonds anticipated to be issued by the Town to pay for the Improvements (or any bonds which refund the same) (the "Assessment Bonds"), plus an annual administration cost incurred by the Town in an amount not to exceed \$30,000 per year plus any third party direct out of pocket costs of the Town related to the administration and collection of the Assessments. The Town may outsource all or a portion of the administration services, including legal costs or consulting costs, as an additional out of pocket cost, including, but not limited to, all costs related to foreclosure (and other remedies) and amendments to this Ordinance.

(b) The Town will collect the Assessments by including the Assessments on property tax notices. Assessment installments will be due November 30 of each year beginning November 30, 2026. The bill for each Assessment payment shall be sent on or prior to November 1 of each year, commencing November 1, 2026; provided, however, failure to send any such bill by the scheduled date shall not impact the requirement of property owners to timely pay their Assessments on the due date thereof.

(c) All unpaid installments of an Assessment levied against any parcel of property may be paid prior to the dates on which they become due, but any such prepayment must include an additional amount equal to the interest which would accrue on the Assessment to the next succeeding date on which interest is payable on the Assessment Bonds plus such additional amount as, in the opinion of the Town Mayor (with assistance from the administrator of the Assessments, if any), is necessary to assure the availability of money to pay interest on the Assessment Bonds as interest becomes due and payable, plus any premiums required to redeem the Assessment Bonds on their first available call date pursuant to the master resolution or indenture of trust under which the Assessment Bonds are issued (the "Indenture"), plus any reasonable administrative costs.

Section 7. Default in Payment. If a default occurs in the payment of any assessment installment when due, the Town may (a) declare the delinquent amount to be immediately due and subject to collection or (b) accelerate payment of the total unpaid balance of the assessment and declare the whole of the unpaid principal and interest then due to be immediately due and payable. Additional interest shall accrue and be paid on all amounts declared to be delinquent or accelerated and immediately due and payable at the rate of ten percent (10%) per annum (the "Delinquent Rate"). In addition to interest charges at the Delinquent Rate, costs of collection, including, without limitation, attorney's fees, trustee's fees and court costs ("Collection Costs") incurred by the Town or required by law, shall be charged and paid on all amounts declared to be delinquent or accelerated and immediately due and payable. In lieu of accelerating the total assessment balance when one or more assessment installments become delinquent, the Town may elect to bring an action to collect only the delinquent portion of the assessment plus interest at the Delinquent Rate and Collection Costs. Until such Collection Costs are recovered by the Town, the Town may

charge such costs as an additional overhead cost against all Assessments as described in Section 4, with a credit later upon any recovery of such costs.

Upon any default, the Town Treasurer shall give notice in writing of the default to the owner of the property in default as shown by the last available completed real property assessment rolls of Iron County, Utah (the "County"). Notice shall be effective upon deposit of the notice in the U.S. Mail, postage prepaid, and addressed to the owner as shown on the last completed real property assessment rolls for the County or on the official ownership records of the Town. The notice shall provide for a period of thirty (30) days in which the owner shall pay the installments then due and owing together with accrued interest at the regular rate plus costs as determined by the Town Mayor, after which the Town Mayor, on behalf of the Town, may immediately sell the property pursuant to Section 11-42-502.1(2) and related pertinent provisions of the Act, in the manner provided for judicial foreclosures or utilize any other remedy permitted by law. If at the sale no person or entity shall bid and pay the Town the amount due on the Assessment plus interest and costs, the property shall be deemed sold to the Town for these amounts. The Town shall be permitted to bid at the sale. So long as the Town affirmatively elects to retain ownership of the property, it shall pay all delinquent Assessment installments and all Assessment installments that become due. The Town notes it has no current intention of owning the property and will surrender the property "as is" and without guaranty or warranty to owners of the Assessment Bonds in full satisfaction of all obligations to such owners of the Assessment Bonds irrespective of the owners of the Assessment Bonds accepting the same.

The remedies provided herein for the collection of Assessments and the enforcement of liens shall be deemed and construed to be cumulative and the use of any one method or means or remedy of collection or enforcement available at law or in equity shall not deprive the Town of the use of any other method or means. The amounts of accrued interest and all costs of collection, trustee's fees, attorneys' fees, and other reasonable and related costs, shall be added to the amount of the Assessment up to, and including, the date of foreclosure sale.

Section 8. Remedy of Default. If prior to the final date that payment may be legally made under a final sale or foreclosure of property to collect delinquent Assessment installments, the property owner pays the full amount of all unpaid installments that are past due and delinquent with interest on such installments at the Delinquent Rate, plus all costs and attorneys' fees and other costs of collection, the Assessment of said owner shall be restored so that the owner will have the right to make the payments in installments as if the default had not occurred. Any payment made to cure a default shall be applied first, to the payment of attorneys' fees and other costs incurred as a result of such default; second, to interest charged on past due installments, as set forth above; third, to the interest portion of all past due Assessments, if any; and last, to the payment of outstanding principal.

Section 9. Lien of Assessment. An Assessment or any part or installment of it, any interest accruing thereon, and the penalties, attorneys' fees, trustee's fees and other costs of collection therewith shall constitute a lien against the property upon which the Assessment is levied on the effective date of this Ordinance. Said lien shall be superior to the lien of any trust deed, mortgage, mechanic's or materialman's lien, or other encumbrance, shall be equal to and on a parity with the lien for general property taxes, and shall apply without interruption, change of priority, or alteration in any manner to any reduced payment obligations. The lien shall continue

until the Assessment, reduced payment obligations, and any interest, penalties, and costs on it are paid, notwithstanding any sale of the property for or on account of a delinquent general property tax, special tax, or other assessment, the issuance of a tax deed, an assignment of interest by the County, or a sheriff's certificate of sale or deed.

Section 10. Reserve Fund. (a) The Town does hereby establish a reserve fund (the "Reserve Fund") in lieu of funding a guaranty fund, as additional security for the Assessment Bonds.

(b) The Reserve Fund may be initially funded from proceeds of the Assessment Bonds in an amount not to exceed the least of (i) ten percent (10%) of the proceeds of the Assessment Bonds determined on the basis of its initial purchase price to the public, (ii) the maximum aggregate annual debt service requirement during any bond fund year for the Assessment Bonds, and (iii) 125% of the average aggregate annual debt service requirement for the Assessment Bonds (the "Reserve Requirement"). The cost of initially funding the Reserve Fund is included in the Assessments of the property in the Assessment Area. Unless otherwise provided in the Indenture, the moneys on deposit in the Reserve Fund, if any, shall, upon the final payment of the Assessment Bonds, be applied to the final Assessment payment obligation of the assessed properties. Unless otherwise provided in the Indenture, if the amounts on deposit in the Reserve Fund exceed the final Assessment obligation, any excess amounts shall be paid by the Town to the owners whose properties were subject to the final Assessment payment obligation on a pro rata basis, as an excess Assessment payment. The adjustment, if any, of the Reserve Requirement will be governed by the provisions of the Indenture.

(c) In the event insufficient Assessments are collected by the Town to make the debt service payments on the Assessment Bonds, the Town shall draw on the Reserve Fund to make up such deficiency, but the Town shall have no obligation to replenish the Reserve Fund with any funds other than those collected from Assessments as described herein.

(d) Amounts recovered by exercise of any of the remedies provided herein or otherwise from delinquent Assessments (and not needed to pay amounts coming due on the Assessment Bonds) shall be used to replenish amounts drawn from the Reserve Fund.

(e) In the event the Assessment Bonds are refunded, the Reserve Requirement may be adjusted by the Town and amounts in the Reserve Fund may be applied to assist in such refunding. Any refunding of the Assessment Bonds is hereby permitted so long as the structure thereof shall not increase the total cost of the Assessments in any one year.

Section 11. Investment Earnings. Except as otherwise provided in the Indenture, all investment earnings on the Reserve Fund shall be maintained in said Fund and applied in the same manner as the other moneys on deposit therein as provided in the Indenture.

Section 12. Contestability. No Assessment shall be declared invalid or set aside, in whole or in part, in consequence of any error or irregularity that does not go to the equity or justice of the Assessment or proceeding. Any party who has not waived his/her objections to the same as provided by statute may commence a civil action in the district court with jurisdiction in Iron

County against the Town to enjoin the levy or collection of the Assessment or to set aside and declare unlawful this Ordinance.

Such action must be commenced and summons must be served on the Town not later than sixty (60) days after the effective date of this Ordinance. This action shall be the exclusive remedy of any aggrieved party. No court shall entertain any complaint that the party was authorized to make by statute but did not timely make or any complaint that does not go to the equity or justice of the Assessment or proceeding.

After the expiration of the sixty (60) day period provided in this section:

(a) The Assessment Bonds and any refunding bonds to be issued with respect to the Assessment Area and the Assessments levied in the Assessment Area shall become incontestable as to all persons who have not commenced the action and served a summons as provided for in this section; and

(b) No suit to enjoin the issuance or payment of the Assessment Bonds or refunding assessment bonds, the levy, collection, or enforcement of the Assessments, or in any other manner attacking or questioning the legality of the Assessment Bonds or refunding assessment bonds or Assessments may be commenced, and no court shall have authority to inquire into these matters.

Section 13. Notice to Property Owners. The Town Clerk is hereby authorized and directed to give notice of assessment by mail to the property owners in the Assessment Area. Said notice shall, among other things, state the amount of the assessment and the terms of payment. A copy of the form of notice of assessment is available for examination upon request at the office of the Town Clerk.

Section 14. All Necessary Action Approved. The officials of the Town are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including the mailing of invoices to property owners in the Assessment Area and the filing of a notice of assessment interest with the Iron County Recorder within five days after the day on which the 25-day prepayment period under the Act has passed.

Section 15. Repeal of Conflicting Provisions. All resolutions or ordinances or parts thereof in conflict with this Ordinance are hereby repealed. The Town Mayor (or any assigned designee of the Town Mayor) may make any alterations, changes or additions to this Ordinance which may be necessary to conform the same to the final terms of the Assessment Bonds, to correct errors or omissions herein, to complete the same, to remove ambiguities herefrom, or to conform the same to other provisions of this Ordinance or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States, including technical changes to the description of the boundary of the Assessment Area.

Section 16. Posting of Ordinance. Following its approval, this Ordinance shall be signed by the Mayor and the Town Clerk and shall be recorded in the ordinance book kept for that purpose. The officials of the Town are hereby authorized to make technical corrections to the legal description of the Assessment Area. Copies of this Ordinance shall be posted in a public location within or near the Town's boundaries that is reasonably likely to be seen by individuals who pass

through or near the affected area for at least twenty-one (21) days and a copy of this Ordinance shall also be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) for at least twenty-one (21) days. This Ordinance shall take effect immediately upon its passage and approval and posting as required by law.

PASSED AND APPROVED by the Town Council of the Town of Brian Head, Utah, this March 10, 2026.

(SEAL)



By:   
Clayton Calloway, Mayor

ATTEST:

By:   
Nancy Leigh, Town Clerk

STATE OF UTAH )  
 : ss.  
COUNTY OF IRON )

The foregoing instrument was acknowledged before me this March 10, 2026 by Clayton Calloway, the Mayor of the Town of Brian Head, Utah (the "Town"), who represented and acknowledged that he signed the same for and on behalf of the Town.

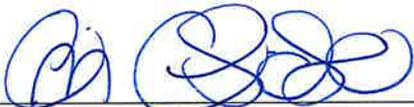


  
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )  
 : ss.  
COUNTY OF IRON )

The foregoing instrument was acknowledged before me this March 10, 2026 by Nancy Leigh, the Town Clerk of the Town of Brian Head, Utah (the "Town"), who represented and acknowledged that she signed the same for and on behalf of the Town.



  
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NOTARY PUBLIC

STATE OF UTAH                    )  
  : ss.  
COUNTY OF IRON                )

I, Nancy Leigh, the duly chosen, qualified, and acting Town Clerk of the Town of Brian Head, Utah (the “Town”), do hereby certify that the above and foregoing is a full, true and correct copy of the record of proceedings had by the Town Council at its meeting held on March 10, 2026, insofar as the same relates to or concerns the Town of Brian Head, Utah Special Tax Assessment Area No. 2024-02 (Elk Drive), as the same appears of record in my office.

I certify that the Ordinance levying the special assessments was recorded by me in the official records of the Town on March 10, 2026.

I further certify that copies of the Ordinance were posted in at least three public places within the Town’s boundaries for at least 21 days and a copy of the Ordinance was posted on the Utah Public Notice Website (<http://pmn.utah.gov>) for at least 21 days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Town this March 10, 2026.



By: *Nancy Leigh*  
Nancy Leigh, Town Clerk

EXHIBIT A

ASSESSMENT LIST

<u>Improvements</u>	<u>Total Assessment</u>	<u>Method of Assessment</u>	<u>Assessment Per Lot</u>
All Improvements	\$575,000	Per Lot	\$23,958.34

<u>Parcel Number:</u>	<u>Assessment Amount</u>
A-1211-0079-0000	\$23,958.34
A-1211-0080-0000	23,958.34
A-1211-0081-0000	23,958.34
A-1211-0082-000A	23,958.34
A-1211-0084-0000	23,958.34
A-1211-0085-0000	23,958.34
A-1211-0086-0000	23,958.34
A-1211-0087-0000	23,958.34
A-1211-0088-0000	23,958.34
A-1211-089A-0000	23,958.34
A-1211-0091-0000	23,958.34
A-1211-093A-0000	23,958.34
A-1211-0094-0000	23,958.34
A-1211-0095-0000	23,958.34
A-1211-0096-0000	23,958.34
A-1211-0097-0000	23,958.34
A-1211-0098-0000	23,958.34
A-1211-0099-0000	23,958.34
A-1211-0100-0000	23,958.34
A-1211-0101-0000	23,958.34
A-1211-0102-0000	23,958.34
A-1211-0103-0000	23,958.34
A-1211-0104-0000	23,958.34
A-1211-0105-0000	23,958.34

The property is more particularly described as:

That certain real property located in Iron County, State of Utah, described as follows:

Tax ID #: A-1211-0079-0000

All of Lot 79, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0080-0000

All of Lot 80, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0081-0000

All of Lot 81, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0082-000A

All of Lot 82A, Lots 82 and 83, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of

Tax ID #: A-1211-0084-0000

All of Lot 84, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0085-0000

All of Lot 85, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0086-0000

All of Lot 86, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0087-0000

All of Lot 87, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0088-0000

All of Lot 88, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-089A-0000

All of Lot 89A, Lots 89 and 90, Cedar Breaks Mountain Estates, Unit "C" Amended, a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0091-0000

All of Lots 91 and 92, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-093A-0000

All of Lot 93A, Lots 93 and 120, Cedar Breaks Mountain Estates, Unit "C", Amended, a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0094-0000

All of Lot 94, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0095-0000

All of Lot 95, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0096-0000

All of Lot 96, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0097-0000

All of Lot 97, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0098-0000

All of Lot 98, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0099-0000

All of Lot 99, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0100-0000

All of Lot 100, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0101-0000

All of Lot 101, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0102-0000

All of Lot 102, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0103-0000

All of Lot 103, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0104-0000

All of Lot 104, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.

Tax ID #: A-1211-0105-0000

All of Lot 105, Cedar Breaks Mountain Estates, Unit "C", a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Iron County, State of Utah.