

TOQUERVILLE CITY COUNCIL
City Council Regular Work Meeting 6:00 p.m.
February 1, 2018
Held at 212 N. Toquerville Blvd, Toquerville Utah



Please Mute Cell Phones

Council and Staff Reports: Official's Discussion

A. STAFF REPORTS AND UPDATES:

1. Washington County Sheriff's Department Representative
2. Ash Creek Sewer District Representative
3. Hurricane Valley Fire Department Representative, Merlin Spendlove
4. Planning Commission Chairman, Alex Chamberlain
5. Public Works Director, Lance Gubler

B. BUSINESS:

Public input will be taken after Councilmembers discuss each item.

Public discussion will be limited to 90 seconds per person, and two minutes per organization.

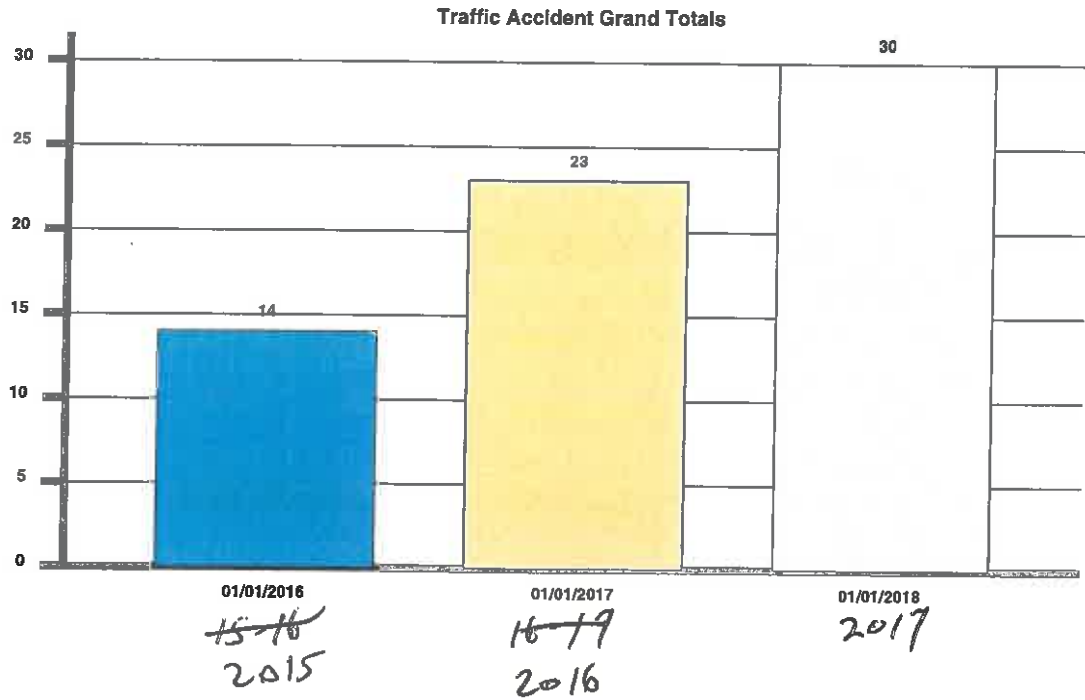
1. Discussion on a Conditional Use Permit Application for a Bed and Breakfast Establishment submitted by Curtis and Renae Biggs, located at 1245 S Toquerville Boulevard in Toquerville, UT 84774. Property Tax ID# T-115-C. Zoning is A-1. (PC recommended approval 3-0.)
2. Discussion of Anderson Junction Road Usage.
3. Discussion of Mayor Pro Tem
4. Discussion of Planning Commissioner Appointments
5. Discussion of Fire District Resolution.
6. Discussion of Toquerville Welcome Signs-Ellsworth & Gubler.
7. Discussion on the Purchase of Rocky Mountain Power Poles.
8. Discussion of Impact Fee Waiver for Affordable Housing Units to be constructed under Utah Housing Corporation (CROWN) Program.

C. COUNCIL REPORTS AND CITY DEPARTMENTS:

1. Justin Sip-Solid Waste/Mosquito/Risk Management/City Hall Maintenance
2. Keen Ellsworth-Economic Development/Fire
3. Ty Bringhurst-Water Department/Streets/MPO/TSWS/DTAC
4. Paul Heideman-Sewer District/Culture and Recreation/Confluence Park
5. Mike Ruesch-PC Liaison/Beautification Committee/Cemetery/Tree Board/Trails
6. Mayor Chamberlain-TSWS/EMC/DTEC

D. ADJOURN

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Dana McKim at the City Office 435.635.1094, at least 48 hours in advance. This Agenda will be posted on: the State website at <http://hmn.utah.gov>, on the Toquerville City website at www.toquerville.org posted in four places at least 24 hours in advance of this meeting. The four places are: (1) City Office Board; (2) Toquerville Post Office Kiosk; (3) Cholla Park Kiosk; (4) Westfield Road Kiosk, and sent to the Spectrum Newspaper. Posted this 29th day of January, 2018 by the Toquerville City Recorder, Dana M. McKim.



Report Includes:

All Dates between `00:56:34 01/02/70` and `01:14:49 01/02/70`, All Agencies, All Cities matching `Toquerville`, All Zones, All Officers, All Dispositions, All Crime Abbreviations, Report Title, Periods, , , ,



Washington County Sheriff's Office

Total Traffic Citation Report, by Agency

<u>Agency</u>	<u>Citations</u>	<u>Violations</u>	
Washington County Sheriff	68	112	2017
Report Totals	68	112	

Report Includes:

All dates of issue between '00:00:00 01/01/17' and '00:00:00 01/01/18', All agencies, All issuing officers, All areas matching 'TOQU', All courts, All offense codes, All dispositions, All citation/warning types



Washington County Sheriff's Office

Two Year-To-Date Detail - CAD Calls Received

2017

Category / City	Toquerville	Total
911 Hang Up:	9	9
Abandoned Vehicle:	19	19
Abdominal-1:	1	1
Agency Assist:	12	12
Aircraft:	2	2
Alarm-CO:	4	4
Alarm-PANIC:	3	3
Alarm-Residence:	12	12
Allergy-2:	2	2
Alrm - Audible:	2	2
Animal BITE-3:	1	1
Animal Emergenc:	15	15
Animal Noise:	2	2
Animal Problem:	13	13
Animal Stray:	14	14
Animal Vicious:	1	1
Assault-4:	4	4
Attempt-Locate:	205	205
Back Pain-5:	2	2
Breathing-6:	4	4
Burg-Attempted:	1	1
Burg-Residence:	1	1
Burg-Vehicle:	5	5
Chest Pain-10:	3	3
Child Abuse/Neg:	1	1
Choking-11:	1	1

Citizen Assist:	18	18
Civil:	4	4
Crim Mischief:	4	4
Custodial Int.:	1	1
Diabetic-13:	6	6
Disorderly:	1	1
Drug Court Viol:	2	2
Drugs:	7	7
Emerg Message:	1	1
Extra Patrol:	2	2
Call-17:	7	7
Family Flight:	8	8
The Alarm:	14	14
Fire-Brush:	13	13
Fire-Other:	2	2
Fire-Structure:	2	2
Fire-Vehicle:	2	2
Round Child:	2	2
Round Property:	2	2
Fraud:	5	5
Gas Leak/Ruptur:	4	4
Harassment:	1	1
Headache-18:	1	1
Heart Prob-19:	1	1
Heat/Cold-20:	1	1
Hemorrhage-21:	2	2
Illegal Burning:	1	1
Information:	8	8
Intoxication:	1	1
Mail Release:	1	1
Juvenile Prob:	2	2
K-9 Detail:	6	6

Keep the Peace:	2	2
Lift Assist:	3	3
Altering:	1	1
Lost Child:	2	2
Lost Property:	2	2
Missing Juvenl:	1	1
Missing Person:	3	3
Motor Assist:	33	33
Noise Complaint:	7	7
Nuisance:	2	2
Overdose-23:	6	6
PD Accident:	45	45
PI Accident-29:	38	38
Parking Problem:	1	1
Poisoning-23:	1	1
Pornography:	1	1
Property Damage:	1	1
Protective Order:	2	2
Provier:	1	1
Psychiatric-25:	6	6
Recovered Veh:	1	1
Runaway Juvenile:	3	3
Search & Rescue:	2	2
Seizures-12:	2	2
Sex Offense:	2	2
Sickness-26:	16	16
Stand By:	2	2
Stroke-28:	5	5
Suicide At-25:	4	4
Susp Other:	13	13
Susp Person:	6	6
Susp Vehicle:	6	6

Tele Harassment:	2	2
Theft-Felony:	2	2
Theft-Misdemeanor:	3	3
Theft-Vehicle:	1	1
Threatening:	3	3
Tobacco Problem:	1	1
Traffic Hazard:	65	65
Traffic Offense:	7	7
Traumatic-30:	1	1
Trespassing:	3	3
Unconscious-31:	5	5
Unmanned Juv:	4	4
VIN Inspection:	16	16
Wanted Person:	6	6
Weapon Offense:	4	4
Welfare Check:	27	27
Total:	841	841

Report Includes:

All Dates between '00:00:00 01/01/17' and '23:59:59 01/01/18', All Agencies matching 'TOO', All Cities, All Zones matching '2'



Washington County Sheriff's Office

Total Traffic Citation Report, by Agency

<u>Agency</u>	<u>Citations</u>	<u>Violations</u>	
Washington County Sheriff	89	134	2016 <i>[Signature]</i>
Report Totals	89	134	

Report Includes:

All dates of issue between '00:00:00 01/01/16' and '00:00:00 01/01/17', All agencies, All issuing officers, All areas matching 'TOQU', All courts, All offense codes, All dispositions, All citation/warning types



Washington County Sheriff's Office

Two Year-To-Date Detail - CAD Calls Received

2016
1/16 - 1/17

Category / City	Toquerville	Total
911 Hang Up:	12	12
Abandoned Vehicle:	16	16
Abdominal-1:	3	3
Agency Assist:	19	19
Alarm-CO:	2	2
Alarm-Medical:	2	2
Alarm-PANIC:	1	1
Alarm-Residence:	16	16
Alcohol Offense:	1	1
Alrm - Audible:	1	1
Animal BITE-3:	2	2
Animal Emergenc:	13	13
Animal Noise:	4	4
Animal Problem:	12	12
Animal Stray:	12	12
Animal Victous:	3	3
Assault-4:	5	5
Attempt-Locate:	154	154
Back Pain-5:	2	2
Brandishing:	1	1
Breathing-6:	4	4
Burg-Business:	1	1
Burg-Residence:	2	2
Card-Resp Arst:	2	2
Chest Pain-10:	3	3
Child Abuse/Neg:	4	4

Childbirth-24:	2	2
Choking-11:	1	1
Citizen Assist:	23	23
Citizen Dispute:	2	2
Civil:	6	6
Crim Mischief:	6	6
Curfew:	1	1
Custodial Int.:	2	2
Diabetic-13:	1	1
Disorderly:	5	5
Drugs:	9	9
Emerg Message:	1	1
Evading:	1	1
Extra Patrol:	3	3
Fall-17:	7	7
Family Fight:	16	16
Fire-Alarm:	14	14
Fire-Brush:	5	5
Fire-Other:	5	5
Fire-Structure:	4	4
Fire-Vehicle:	5	5
Fireworks:	1	1
Found Property:	2	2
Prand:	5	5
Graffiti:	2	2
Harassment:	1	1
Heart Prob-19:	2	2
Head/Cold-20:	1	1
Home Mortgage-21:	1	1
Ht and Run:	4	4
Illegal Burning:	5	5
Information:	5	5

Intoxication:	1	1
Jail Release:	3	3
Juvenile Prob:	5	5
K-9 Detail:	2	2
Keep the Peace:	1	1
Littering:	2	2
Lockout:	1	1
Lost Property:	1	1
Missing Juvenil:	2	2
Missing Person:	2	2
Motor Assist:	31	31
Noise Complaint:	10	10
Nuisance:	1	1
Overdose-23:	3	3
PD Accident:	42	42
P1 Accident-29:	36	36
Parking Problem:	2	2
Person Down-32:	3	3
Poisoning-23:	1	1
Pornography:	1	1
Property Damage:	3	3
Protective Order:	3	3
Prowler:	2	2
Psychiatric-25:	5	5
Recover Stolen:	1	1
Runaway Juvenile:	1	1
Search & Rescue:	3	3
Seizures-12:	2	2
Sex Offense:	2	2
Sickness-26:	7	7
Stabbing-27:	1	1
Stroke-28:	1	1

Suicide Att-25:	2	2
Susp Other:	11	11
Susp Person:	5	5
Susp Vehicle:	14	14
Tele Harassment:	1	1
Test SDS:	2	2
Theft-Misdemean:	10	10
Theft-Vehicle:	1	1
Threatening:	4	4
Traffic Hazard:	64	64
Traffic Offense:	4	4
Transfer-33:	1	1
Tramatic-30:	2	2
Trespassing:	5	5
Unattend Death:	2	2
Unconscious-31:	6	6
Un govern Juv:	1	1
Unknown-32:	1	1
Unsecure Premis:	2	2
Utility Problem:	3	3
VIN Inspection:	14	14
Vagrancy:	2	2
Wanted Person:	5	5
Weapon Offense:	4	4
Welfare Check:	25	25
Total:	817	817

Report Includes:

All Dates between '00:00:00 01/01/16' and '23:59:59 01/01/17', All Agencies matching 'TOO', All Cities. All Zones matching '9'

STAFF COMMENTS

Agenda: Staff Meeting- January 2, 2018
Applicant: Curtis Biggs
Type of Application: CUP
Request: Operate a Bed and Breakfast establishment
Location: 1245 South Toquer Blvd.
Current Zoning: A-1

Discussion:

Mr. Biggs is making application for a Bed and Breakfast Conditional Use permit for his premises located at 1245 South Toquer Blvd. He is zoned as A-1.

The application has been reviewed and the only thing outstanding are the answers to the questionnaire.

This application will be heard at the January 2, 2018 staff meeting if the applicant is present.

This matter was heard at the January 2, 2018 staff meeting. The applicant stated that they would like 2 guest rooms. Off street parking was discussed and they stated that they had ample off-street parking. It was mentioned that an inspection from the Hurricane Valley Fire District and Toquerville Building Official would be required. ACSD mentioned that their sewer rate would go up from residential to commercial. After interviewing the applicant this matter was set for Public Hearing on the January 17, 2018 Planning Commission meeting with the following recommendations from staff.

Staff recommends this application be approved with the following conditions:

1. Required off-street parking shall be provided and verified.
2. Applicant will have an inspection of the premises by Hurricane Valley Fire District and the Building Official for Toquerville City.
3. Applicant agrees to abide by all regulations outlined in Section 10-17-3, Bed and Breakfast Services of the Toquerville City Code
4. Applicant agrees to obtain all required Federal, State and Local permits including a business license from Toquerville City and a Sales and Use Tax license from the State of Utah.

5. Applicant agrees to meet and comply with all local and state health regulations.
6. This permit cannot be enlarged, expanded or changed otherwise without express written consent from the City of Toquerville.
7. This permit will receive an annual review by the Toquerville Planning Commission.

This application came before the Toquerville Planning Commission on January 17, 2018.

A Public Hearing was convened, and the following comments were made:

1. Evelyn Isom at 1267 Shadow Creek Lane asked if a zone change would be required. The answer was no.
2. Will the neighborhood be as safe and how will the neighborhood be affected?
3. Where will the owners live?

The Applicants responded to the comments stating that they would live in the residence and would make sure that the safety and integrity of the neighborhood remained intact.

They also stated that they were asking for 2 guest rooms and that most of the rental would occur on weekend nights.

After consideration of the application the Planning Commission voted to send the request to the City Council with a recommendation for approval with the conditions listed by Staff.

Toquerville City
CONDITIONAL USE PERMIT
Fee: \$250.00

**APPLICATION & SUBMITTAL CHECKLIST**

Name: Curtis & Renae Biggs Telephone: 435-703-9662

Address: 1245 S Toquerville Blvd Fax No. _____

Email: RBFlooringanddesign@gmail.com

Agent (If applicable): _____ Agent's Phone: _____

Address of Subject Property: Same as above

Tax ID of Subject Property: T-115-C Zone District: A-1

Proposed Conditional Use: (Describe, use extra sheet if necessary) Bed and Breakfast

This application shall be accompanied by the following:

- 1) A vicinity map showing the general location of the application.
- 2) Three (3) copies of a plot plan showing the following:
 - Property boundaries, dimensions and existing streets.
 - Location of existing and proposed buildings, parking, landscaping and utilities.
 - Adjoining property lines and uses within one hundred (100) feet of subject property.
- 3) A reduced copy of all plans (8 1/2 x 11 if readable, or 11 x 17) if original plans are larger.
- 4) Building elevations for new construction, noting proposed materials and colors.
- 5) Traffic impact analysis, if required by the City Engineer or the Planning Commission.
- 6) Applicant's responses to the Conditional Use Permit standards for review. (attached)
- 7) A statement indicating whether the applicant will require a variance in connection with the proposed conditional use permit. (If required, the variance should be filed with the conditional use permit submittal.)
- 8) Warranty deed, preliminary title report, or other document (see Affidavit of Property owner attached) showing evidence that the applicant has control of the property.
- 9) Applicant will provide a map showing all properties within 300 feet of property boundaries; copies may be acquired (minimal or no charge) from the Washington County Recorder's Office (downstairs) at 197 E. Tabernacle, St George. Applicant will provide addressed and stamped

envelopes for each property owner shown. Toquerville City will provide the letter of notice and mail the Planning Commission (PC) Public Hearing date scheduled for affected residents.

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed due to an incomplete application could result in a month's delay.

(Office Use Only)

DATE RECEIVED: _____ RECEIVED BY: _____

DATE APPLICATION DEEMED TO BE COMPLETE: _____

COMPLETION DETERMINATION MADE BY: _____

Signature

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
 :SS
COUNTY OF)

I (we), Curtis Henry Biggs, 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 have received written instructions regarding the process for which I am applying and the Toquerville City Planning staff have indicated they are available to assist me in making this application.

Curtis Biggs

(Property Owner)

(Property Owner)

Subscribed and sworn to me this 28th day of Dec 2017.

Dana M McKim

(Notary Public)

Residing in: Toquerville, UT

My Commission Expires: 11-28-2020



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 or legislative body in the City 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: _____



300 Ft map 1245 S Tq Blvd



752.3
0
376.17
752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

Legend

Parcels

Ownership

- U.S. Postal Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wild
- National Park Service
- Statewide Reservation
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipality Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claim

Notes

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land issue and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.



Title



188.1
0 94.04 188.1 Feet
MGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy, resulting from the use of this map.



Legend

- Parcels
- Ownership**
- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wilds
- National Park Service
- Shoshone Reservation
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipally Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claim

Notes

ISHAM EVELYN
T-115-E-1
PO BOX 345
TOUERVILLE, UT 84774-0345

LYNN NAEGLE & ASSOC
T-168-B-1-A-1-A
PO BOX 70
TOUERVILLE, UT 84774-0070

PARKER MARIAN IRENE TR
T-115-B
1189 S TOQUER BLVD
TOUERVILLE, UT 84774

MARTIN CHERYL
T-115-D
PO BOX 93
TOUERVILLE, UT 84774-0093

✓ **BIGGS CURTIS & RENAE**
T-115-C
1245 S TOQUER BLVD
TOUERVILLE, UT 84774-5038

MCNEAL ROY JR & LOUESA D
T-119
1298 SHADOW CREEK LN
TOUERVILLE, UT 84774

REYNOLDS TERRY POLLOCK & JOYCE H TRS
T-115-A-1
1155 S TOQUER BLVD
TOUERVILLE, UT 84774-5035

GUNTER CAROL DENE
T-115-E-2
1273 S SHADOW CREEK LN
TOUERVILLE, UT 84774



DAVID WHITEHEAD
WASHINGTON COUNTY TREASURER
 197 EAST TABERNACLE • ST. GEORGE, UT 84770
 TELEPHONE: (435) 634-5711

2017
ORIGINAL TAX NOTICE

ACCOUNT NUMBER: **107758** SERIAL: **T-115-C** ACREAGE: **1.48** DISTRICT: **11**

LEGAL DESCRIPTION

S: 11 T: 41S R: 13W BEG AT PT 666.14 FT N & 530.47 FT E OF S1/4 COR SEC 11 T41S R13W
 TH S 13°32'10E 70 FT; TH S 25°17'40 E 44.96 FT; TH S 37°35'40 E 62.92 FT; T

OWNER AND PROPERTY ADDRESS

BIGGS CURTIS & RENAE
1245 S TOQUERVILLE BLVD
TOQUERVILLE

Our offices will be closed on the following days:
 November 10; Veterans Day
 November 23 and 24; Thanksgiving holiday

PROPERTY CLASSIFICATION	MARKET VALUE	TAXABLE VALUE	TOTAL TAXES LEVIED	
PRIMARY IMPROVED PROPERTY NON-PRIMARY LAND	252900 4600	139095 4600		\$1,638.41
			ATTACHMENTS	
			TOQUERVILLE WATER ASSESSMENT	250.00
			TAX RELIEF & CREDITS	
				\$1,888.41
TAX LEVIED BY	TAX RATE	AMOUNT	DELINQUENT TAXES AND OTHER CHARGES PAYMENT AMOUNTS GOOD THROUGH NOV. 30	
COUNTY LIBRARY FUND	0.000233	33.48		
WATER CONSERVANCY	0.000700	100.59		
LOCAL ASSESS/COLL	0.000460	68.10		
LOCAL SCHOOL FUND	0.005062	727.36		
STATE SCHOOL FUND	0.001568	225.31		
COUNTY GENERAL FUND	0.000873	96.71		
MULTI CO ASSESS/COLL	0.000010	1.44		
MOSQUITO ABATEMENT	0.000040	5.75		
COUNTY GO BOND	0.000093	13.36		
TOQUERVILLE TOWN	0.001079	155.05		
HURRICANE VALEY FIRE DIST	0.001408	202.32		
CHARTER SCHOOL FUND	0.000076	10.92		
TOTAL LEVY RATE	0.011402	1638.41		
TOTAL TAXES LEVIED			TOTAL DELINQUENT TAXES AND OTHER CHARGES	0.00
			AMOUNT DUE	\$1,888.41

Property tax payments can be made on our website: www.washingontreasurer.com

Property Record Card

Washington County

BIGGS CURTIS & RENAE
1245 S TOQUER BLVD
TOQUERVILLE, UT 84774-5036

Account: 0107758
Tax Area: 11 - Toquerville Town
Acres: 1.480

Parcel: T-115-C
Situs Address:
1245 S TOQUERVILLE BLVD
TOQUERVILLE, 847740000

Legal Description

S: 11 T: 41S R: 13W BEG AT PT 666.14 FT N & 530.47 FT E OF S1/4 COR SEC 11 T41S R13W TH S 13°52'10E 70 FT; TH S 25°17'40 E 44.96 FT; TH S 37°35'40 E 52.92 FT; TH N 72°53'30 E 388.79 FT; TH N 32°06'46 W 175 FT; TH S 72°05'30 W 364.48 FT TO POB



Transfer History

Entry Number	Date Recorded	Deed Type
20110000235	Jan 4, 2011	Annexation
20100043974	Dec 30, 2010	Resolution
20100006647	Mar 1, 2010	Annexation
20100006648	Mar 1, 2010	Resolution
20090048182	Dec 22, 2009	Resolution
20070008993	Feb 21, 2007	Warranty Deed
00827189	Jun 30, 2003	Quit Claim Deed
00707181	Jan 12, 2001	Quit Claim Deed
00703846	Dec 5, 2000	Quit Claim Deed
00553520	Dec 31, 1996	Warranty Deed
00533385	May 23, 1996	Warranty Deed
00367364	Jun 26, 1990	Warranty Deed

Abstract Summary

Code	Classification	Market Value	Taxable Value
01A	RES REAL ESTATE-IMPROVED	\$47,500	\$26,125
02B	RES REAL ESTATE-UNIMP NON-PRIM	\$4,600	\$4,600
11A	RES IMPROVEMENT-PRIMARY	\$205,400	\$112,970
Total		\$257,500	\$143,695

CHO

REINA FINAL PLAT

T-110-A-1
JEFFREY M + KAESHAD
20110057740

T-110-B
QUENTIN T &
SARAH HANSON
20110055767
TRACSA

T-110-E

CHOLLA CREEK IB
AMENDED & EXT.

350' P. 539

2020' P. 496
GILTBERT
CRAIG

SEE ENCL. 1
SEE ENCL. 2
SEE ENCL. 3

4

SEE
LOT
24

T-115-A-1
POLLOCK
TERRY POLLOCK
& SONS
REALTORS

T-115-B
NANCY J. IRELAND
6415315
NANCY J. IRELAND
TRUSTEES

T-115-C
CAROL J. IRELAND
7501008875

T-115-E-1

EVELYN ISHAM
906630

T-115-E-2
WINTER

CAROL J. IRELAND
915000338019

T-115-D
72085307

CHERYL MARTIN
5851493
20110055767

6

T-119
ROYAL HILL
OAK HILL
TRUSTEES

7

FOR STATE
20110055767

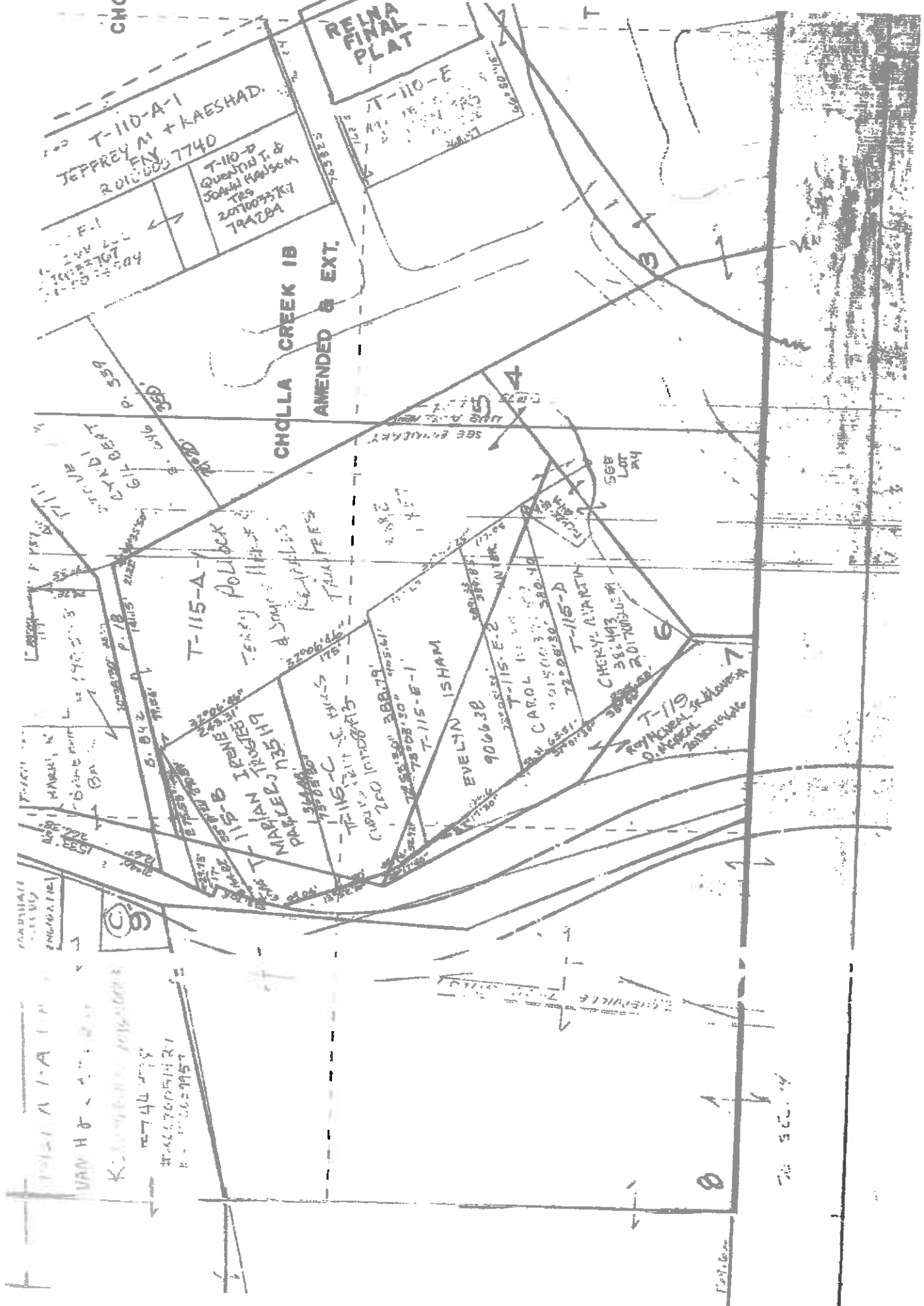
WAV H &
K
20110055767
#44
#447051421
#447051421

SEE ENCL. 4
SEE ENCL. 5

8

9

10





Insured:
CURTIS BIGGS
RENAE BIGGS
1245 S TOQUER BLVD
TOQUERVILLE UT 84774

Agent:
VALLEY INSURANCE BROKERS
525 W STATE ST STE 5
HURRICANE, UT 84737
(435)635-9811

#00007178

**Renewal
Homeowners
Policy Declarations**

Broken washer and refrigerator hoses are the leading cause of water damage in homes, and as Murphy's Law would dictate, it usually happens when you are away. Protect your home from severe water damage by replacing your washer and refrigerator hoses at least every two years.

Policy Number:
HP20032139

Policy Period:
From: 12/01/2017
To: 12/01/2018

Effective Date:
12/01/2017

At 12:01 AM Standard Time at the Residence Premises
Policy is continuous until cancelled.

Residence Premises: 1245 S Toquer Blvd, Toquerville, UT 84774

Total Premium for the Policy Period

(This is not a bill. Do not pay this amount.)

Total Premium \$880.86

Your premium reflects the following discounts (on applicable coverages/perils):

- Burglary Protection
- Fire Protection
- Package
- Fire Claim Free
- Liability Claim Free
- Theft Claim Free
- Wind Claim Free
- Loyalty
- Water Claim Free

0004446500101501000200

Claims Services:
Claims Response Center
24 Hours: 1-877-425-2580

Billing Services:
Customer Service: 1-800-456-7750
Credit/Debit Card Payments: 1-888-475-2823

You may also report a claim or make a payment online by going to mutualofenumclaw.com

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street
Rigby, ID 83442

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **196266-RI (dm)**

Date: **February 14, 2007**

For Value Received, **Curtis Biggs and Renae Biggs, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **L Bar L Properties, LLC**, hereinafter called the Grantee, whose current address is **356 North 4100 East, Rigby, ID 83442**, the following described premises, situated in **Jefferson County, Idaho**, to-wit:

TRACT 1:

TOWNSHIP 4 NORTH, RANGE 39 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.

SECTION 16: BEGINNING AT A POINT WHICH IS 305 FEET NORTH OF THE SW CORNER OF THE NW¼ OF SAID SECTION 16 AND RUNNING THENCE NORTH ALONG THE WEST SECTION LINE 355 FEET; THENCE EAST TO THE CENTER LINE OF THE RIGBY CANAL; THENCE SOUTHWESTERLY ALONG THE CENTER OF SAID CANAL TO A POINT DIRECTLY EAST OF THE POINT OF BEGINNING; THENCE WEST 800 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: BEGINNING AT A POINT 660 FEET NORTH OF THE SW CORNER OF THE NW¼ OF SAID SECTION 16 AND RUNNING THENCE SOUTH 170 FEET; THENCE EAST 833 FEET, MORE OR LESS, TO THE POINT THAT INTERSECTS THE CENTER OF AN EXISTING DITCH; THENCE IN A NORTHEASTERLY DIRECTION BEING THE CENTER OF SAID DITCH TO A POINT 865 FEET DUE EAST FROM THE POINT OF BEGINNING; THENCE WEST 865 FEET TO THE POINT OF BEGINNING.

TRACT 2:

TOWNSHIP 4 NORTH, RANGE 39 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.

SECTION 16: ALL THAT PORTION OF THE S½S½ OF THE NW¼ LYING EAST OF THE CENTER LINE OF THE RIGBY CANAL.

TRACT 3:

A 30 FOOT EASEMENT FOR ROAD AND UTILITY OVER AND ACROSS THE NORTH 30 FEET OF THE ABOVE DESCRIBED PROPERTY AND RUNNING SOUTHWESTERLY 30 FEET DISTANCE FROM THE WESTERLY BANK OF AN EXISTING CANAL TO AN EXISTING BRIDGE; THENCE EAST OVER SAID BRIDGE TO THE ABOVE DESCRIBED PROPERTY.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

Conditional Use Permit Standards for Review

Please provide responses to the following for the Commission's review:

- a. *The harmony and compliance of the proposed use with the objectives and requirements of the City's General Plan and the Land Use Code;*
- b. *The suitability of the specific property for the proposed use;*
- c. *The development or lack of development adjacent to the proposed site and the harmony of the proposed use with existing uses in the vicinity;*
- d. *Whether or not the proposed use or facility may be injurious to potential or existing development in the vicinity;*
- e. *The economic impact of the proposed facility or use on the surrounding area;*
- f. *The aesthetic impact of the proposed facility or use on the surrounding area;*
- g. *The number of other similar conditional uses in the area and the public need for the proposed conditional use;*
- h. *The present and future requirements for transportation, traffic, water, sewer, and other utilities, for the proposed site and surrounding area;*
- i. *The safeguards proposed or provided to insure adequate utilities, transportation access, drainage, parking, loading space, lighting, screening, landscaping, open space, fire protection, and pedestrian and vehicular circulation;*
- j. *The safeguards provided or proposed to prevent noxious or offensive emissions such as noise, glare, dust, pollutants and odor from the proposed facility or use;*
- k. *The safeguards provided or proposed to minimize other adverse effects from the proposed facility or use on persons or property in the area; and*
- l. *The impact of the proposed facility or use on the health, safety, and welfare of the City, the area, and persons owning or leasing property in the area.*

We will not be changing anything. We have two existing guest rooms in our home and 2 bathrooms beside mst bdrm & mst. bath. Our guests will be just like family visiting or living here.

City Of Toquerville
Conditional Use Permit
Guidelines and Check List



1. Will the Conditional Use protect the safety of persons and property that it will not result in traffic congestion and traffic hazards vehicular or pedestrian? *plenty of parking on our property*
2. Will the Conditional Use protect the safety of persons and property by having adequate and necessary access for safety services (police, fire)? *large wide drive way will always be open*
3. Would the Conditional Use exceed the obligations and/or financial capability of the City and require a level of community facilities and services greater than that which is available? *we will not use any more than a regular family home.*
4. Will the Conditional Use protect environmental values by not causing air, water, groundwater, light or noise pollution? *no pollution*
5. Is the Conditional Use consistent with the City's General Plan and compliant with the minimum requirements of its zoning district and all other requirements of this Code? *yes*
6. Will the Conditional Use be compatible with the character of the neighborhood and surrounding structures in scale, mass and traffic circulation? *yes*
7. Has the Applicant assured performance of obligations by posting bond or other adequate security as may be determined by the Planning Commission in form prescribed by Toquerville City Code Title 10. *we have contacted our insurance and will obtain correct insurance if approved.*

Fire District Inspection: (copy of inspection on file)

Approved: _____ Date: _____

Ash Creek Special Service District: (All fees paid)

Approved: _____ Date: _____

Health Department License: (if required- please attach copy)

Business License: (if required- please attach copy)

Building Inspector:

Approved: _____ Date: _____

Zoning Administrator:

Approved: _____ Date: _____



Diamond G Ranch : ROW Application

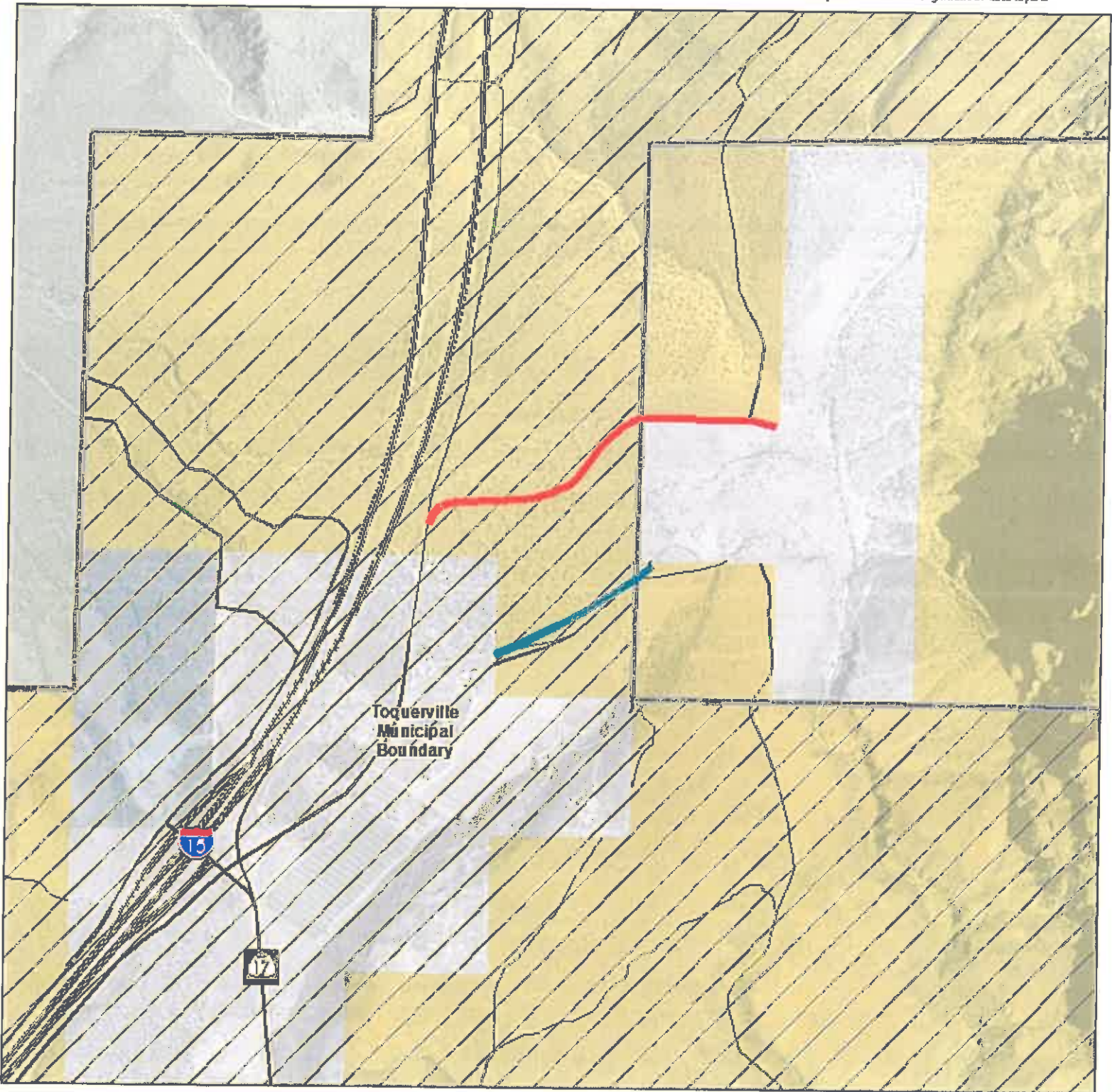
St. George Field Office

1/29/2018

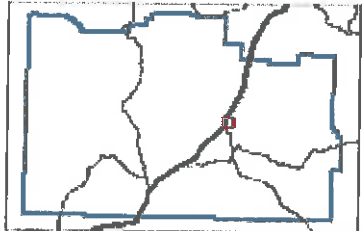
No warranty is made by the BLM for use of the data for purposes not intended by the BLM.



This product may not meet BLM standards for accuracy and content. Different data sources and input scales may cause some misalignment of data layers.



Location within St. George Field Office



0 0.25 0.5 Miles

- | | | | |
|---------------------------------|----------------------|--------------------------------|------------------------|
| ROW Application | Existing ROW | Toquerville Municipal Boundary | Interstate |
| Bureau of Land Management (BLM) | Private | US Forest Service (USFS) | Primary Road Paved |
| State | Primary Road Unpaved | Secondary Road Paved | Secondary Road Unpaved |

Diamond G Ranch : ROW Application

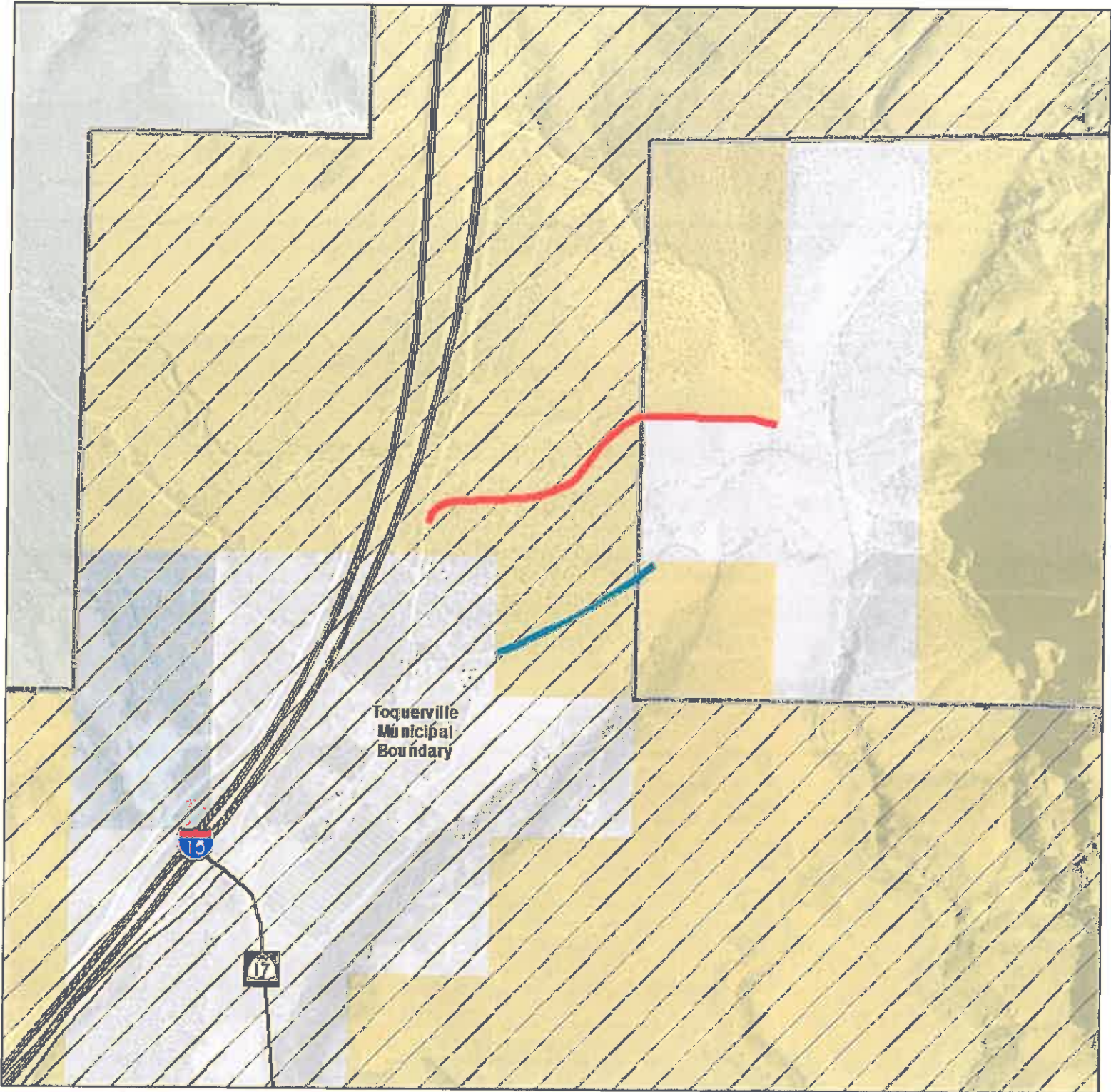
St. George Field Office

1/29/2018

No warranty is made by the BLM for use of the data for purposes not intended by the BLM.

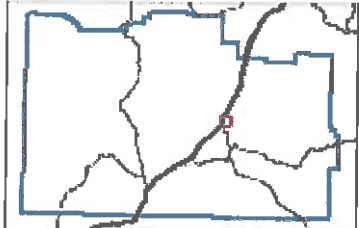


This product may not meet BLM standards for accuracy and content. Different data sources and input scales may cause some misalignment of data layers.



Toquerville
Municipal
Boundary

Location within St. George Field Office



0 0.25 0.5 Miles

- ROW Application
- Existing ROW
- Toquerville Municipal Boundary

- Bureau of Land Management (BLM)
- US Forest Service (USFS)
- Private
- State

Issues and Problems Effecting Residents and City of Toquerville from the Heavy Haul Dump Semi- Trucks on Anderson Jct. Road, Toquerville Utah

The general issue/complaint concerns Gilbert Development and its owner, Steve L. Gilbert operating heavy haul semi-trucks and transporting construction equipment weighting over 80,000 GVW on the City of Toquerville residential road known as Anderson Junction Road. Gilbert Development have; endangered the residents and their grandchildren, disturbed the peace and quiet of the residential neighborhood, harmed property values, discouraged potential future residential development and destroyed Anderson Junction Road.

1. Safety

- Children and Grandchildren are not safe when walking and riding bikes.
- Property owners and guests are not safe walking or driving with big rigs on narrow road.
- Trucks run thru required stop at Diamond G Ranch Lane and Andersen Junction Road.
- Most trucks travel above the residential Speed Limit of 25 mph. Lack of speed limit signs and Stop signs aggregates the situation.

2. Lack of Peace and Quiet in our small residential community.

- Most days in the months of Jan. and Feb., 2017, Gilbert Dev. ran over 100 haul trips, to and from the Diamond "G" Rock and Gravel Pit. Trips began between the hours of 6:30 am and ended at 10:00pm (Mon.-Sat) on most days. Other days there are 25-40 haul trips.
- Trucks travel within by 15 feet of Reed Madisen's House, located on Anderson Junction Road.

3. Heavy haul trucks are destroying Anderson Junction Road due to the narrow road and trucks weight between 80,000 lbs. and 150,000 lbs. City of Toquerville receives no revenue from the Rock and Gravel Pit/Gilbert Development and this leaves the City of Toquerville liable/responsible for

the eventual total rebuild of Anderson Jct. Road, at the cost of hundreds of thousands of dollars

4. Property values will drop due to the Truck traffic continuing on an on-going-basis. Future development of Anderson Jct. property will be effected and hurt Toquerville's property tax and other tax base. Lack of future development of Anderson Junction area will affect future revenue sources for City of Toquerville: 1. Building permits and utility taxes.

The under signed residents of City of Toquerville, Anderson Junction area request the City take action to remedy the above stated issues/problem with the following actions:

1. Replace missing 25mph Speed Limit signs. Install one 25mph sign facing North-bound direction of Anderson Junction Road near Neighborhood Watch sign. Second 25 mph sign installed facing south bound direction approximately 100 ft. south of Diamond G Ranch Lane.
2. Place two 36" X 36" Stop signs on City of Toquerville right of way property at the intersection of Diamond G Ranch Lane and Anderson Jct. Rd.
3. Restrict heavy trucks on Anderson Jct. Rd. to a weight limit of 10-20 tons. Post weight limits signs (2) on 25 mph sign posts.
4. Support the Alternative Route for Diamond "G" sand and gravel pit operations to the north. The new proposed route will run to the north of the sand and gravel pit, connecting to Browse 1-15 exit frontage Road.
The alternative road the Gilbert's suggested (360 feet north of the Toquerville City limits) does not resolve the above stated issues/problems.
5. Limit hours of business to 8am-5pm.

submitted by
Scott Offerstrom 2/2

10-3-1: PLANNING COMMISSION:

- A. **Membership, Appointment And Quorum:** The city planning commission consists of five (5) members and one alternate member. Members are appointed by the mayor with the advice and consent of the city council. Three (3) members of the five (5) shall be sufficient to constitute a quorum. The alternate member shall attend all meetings.

- B. **Alternate Member:** The alternate member shall attend all meetings and serve and vote in the absence of a member of the planning commission under rules established by the commission.

- C. **Length Of Term:** Members of the planning commission shall serve terms of four (4) years. The terms shall be staggered so that only one term shall expire each year. Terms expire on December 31. With the advice and consent of the city council, the mayor shall appoint an interim planning commissioner to fill vacancies that might arise, and such appointments shall be to the end of the vacating member's term.

- D. **Absence Deemed Resignation:** Any planning commission member who is absent from two (2) consecutive regularly scheduled commission meetings without prior notice to the city recorder and/or chairperson of the planning commission shall be deemed to have resigned from the commission. (Ord. 2012.04, 1-18-2012)

Planning Commissioners and Terms

Commissioner	Term Expires
Alex Chamberlain-Chairman	2018
Jake Peart	2019
Manning Butterworth-replaces David Hawkins	2020
Replacement for Jerome Gourley	2021
Replacement for Mike Ruesch	2021

***TOQUERVILLE CITY
RESOLUTION #RES.2018.XX***

A RESOLUTION TO ADDRESS COMPLIANCE WITH THE INTERNATIONAL FIRE CODE REQUIREMENTS OF SECONDARY ACCESS TO AND FROM DEVELOPMENTS ALONG WESTFIELD ROAD.

RECITALS

WHEREAS, there are presently approximately two hundred twenty (220) lots or parcels of land in Toquerville City (City) accessible by Westfield Road, which either have existing residences on the lot or parcel, have received preliminary or final plat approval or are of sufficient size and location that a residence could be built on the lot or parcel in compliance with applicable zoning ordinances; and

WHEREAS, such development accessed by Westfield Road exceeds the number of residences allowed without a secondary access road under Toquerville City Code Section 9-1-2 and the International Fire Code 2012 edition (IFC); and

WHEREAS, the City and the Hurricane Valley Fire Special Services District (District) have sought for a solution which will properly regulate development of property accessible by Westfield Road, until a secondary means of ingress and egress for Westfield Road and property accessed thereby is developed and established; and

WHEREAS, the City and District acknowledge the need to establish an emergency evacuation plan for residents that live in residences accessible from Westfield Road for the safety and protection of such residents, until a secondary means of ingress and egress for Westfield Road is established.

RESOLUTION

NOW THEREFORE, BE IT HEREBY RESOLVED THAT the City may approve a final plat for a subdivision of property accessible by Westfield Road, before a secondary means of ingress and egress for Westfield Road is developed, so long as approval for the preliminary plat for the applicable subdivision was granted by the City prior to the date of this Resolution.

BE IT FURTHER RESOLVED THAT the City may grant building permits for the construction of residences and/or outbuildings on lots or parcels of land accessible by Westfield Road, before a secondary means of ingress and egress for Westfield road is developed, so long as (i) the lot or parcel was properly created and existing prior to the date of this Resolution; or (ii) approval for the preliminary plat that created the applicable lot or parcel was granted by the City prior to the date of this Resolution.

BE IT FURTHER RESOLVED THAT the City will not approve a preliminary plat for a subdivision of property accessible by Westfield Road or an application for a simple subdivision or property accessible by Westfield Road, from and after the date of this Resolution, until a

secondary means of ingress and egress for Westfield Road is developed and established.

BE IT FURTHER RESOLVED THAT the City hereby adopts the Westfield Road Emergency Evacuation Plan attached hereto as Exhibit "1" and incorporated herein by this reference for purposes of providing information about how to respond to an emergency requiring evacuation of residences and property accessible by Westfield Road, until a secondary means of ingress and egress for Westfield Road is established, and to establish safe zones as set forth therein.

BE IT FURTHER RESOLVED that the City and District will continue to work together to find an approved solution for a secondary means of ingress and egress for residences and property accessible by Westfield Road.

TOQUERVILLE CITY RESOLUTION #RES.2017.XX, WAS PASSED AND ADOPTED BY THE TOQUERVILLE CITY COUNCIL, STATE OF UTAH, ON THIS _____ DAY OF _____, 2017 ON THE FOLLOWING VOTE:

Councilperson:

Justin Sip	AYE ___	NAE ___	ABSENT ___
Keen Ellsworth	AYE ___	NAE ___	ABSENT ___
Ty Bringhurst	AYE ___	NAE ___	ABSENT ___
Mike Ruesch	AYE ___	NAE ___	ABSENT ___
Paul Heideman	AYE ___	NAE ___	ABSENT ___

TOQUERVILLE CITY

Attest:

Lynn Chamberlain
Toquerville City Mayor

Dana M. McKim
Toquerville City Recorder



SAFE ZONE
EASEMENT/ ROAD
TO IRRIGATION POND

SAFE ZONE
POWER LINE
PARCEL

SAFE ZONE
CITY PARK

CITY PARK

TOQUERVILLE CITY		Jones & DeWille Engineering, Inc.	
EXHIBIT "A"		CIVIL ENGINEERING - SURVEYS - TESTING	
PROJECT NUMBER: NONE		1,000.00	
SUBMITTAL: FINAL		DATE: 11/11/2011	
DRAWN BY: [Name]		CHECKED BY: [Name]	
DATE: [Date]		SCALE: [Scale]	
PROJECT: [Project Name]		SHEET NO. C101	





Welcome to

Toquerville



Toquerville

Established 1858

Thank You, Please Come Again

Email from Attorney Snow:

Keen,

Here is the Entry Sign Easement we discussed. The property (atleast in the aerial depiction you sent me) is not on the HOA's property – rather, the property that still shows titled in Nichole Ream's name (see the Parcel Account View from WashCo's Website). I am thinking that Nichole and the City both want to have a little square or rectangular area wherein the sign will be erected designated as the fixed easement area. Someone will need to run out there and survey the area and create the legal description. That way neither Nichole (nor the HOA if she later dedicates that part to the HOA as common areas for the TRE development) cant ask us to move the sign 20 feet down the road at a later date. It also might help Nichole from a title perspective as development lenders prefer to see fixed location easements (even if they are non-exclusive) rather than blanket easements because they think it more adversely affects the value of their collateral.

When recorded, return to:

Heath H. Snow, Esq.
BINGHAM SNOW & CALDWELL, LLP
253 W. St. George Blvd., Suite 100
St. George, UT 84770

Affects Parcel No. T-107-B-1

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT is made and entered into this ___ day of _____, 2018, by and between DIXIE NICOLE REAM (“Grantor”) and TOQUERVILLE CITY, a municipality and political subdivision of the State of Utah (“Grantee”).

RECITALS

WHEREAS, Grantor owns certain real property (the “Ream Property”) located in Toquerville City, Washington County, State of Utah, more particularly known as parcel number T-107-B-1; and

WHEREAS, Grantee desires an easement across a portion of the Ream Property for the purpose of installing and maintaining entry/welcome signage and Grantor is willing to grant the easement in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual agreements, representations, warranties, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Conveyance of Easement. Grantor hereby grants, conveys, transfers and assigns to Grantee, its successors and assigns, a non-exclusive, permanent and perpetual easement (the “Sign Easement”) burdening the portion of the Ream Parcel more particularly described on Exhibit A hereto (the “Sign Easement Property”), for the purpose of the installation, operation, inspection, maintenance, repair and replacement of signage, as generally depicted on Exhibit B hereto. Grantee reserves the right to alter the design of the signage as depicted on Exhibit B at its sole discretion.

2. Conveyance of Utility Easement. Grantor hereby grants, conveys, transfers and assigns to Grantee, its successor and assigns, a non-exclusive, permanent and perpetual utility easement (the “Utility Easement”, and collectively with the Sign Easement, the “Easements”) burdening the Ream Parcel for the purpose of the installation, operation, inspection, maintenance, repair and replacement of electrical service, and any other utility service that may reasonably be necessary, to the signage.

3. Appurtenant Rights for the Benefit of the Easements. Grantee shall, in order to aid and assist Grantee in the full and beneficial use of the Easements, have (1) the reasonable right of access to the Sign Easement Property over the Ream Property, (2) the reasonable right to install electrical service to the signage over the Ream Property, and (3) the right, but not the obligation, to clear, keep clear, and remove from the Sign Easement Property all trees, vegetation, undergrowth and other obstructions that may interfere with location, installation, operation or maintenance of the signage installed thereon.

4. Covenants of Grantor. Grantor hereby covenants with Grantee that Grantor is lawfully seized and possessed of the Ream Property, that Grantor has good and lawful right to convey the Easements without permission or joinder of a mortgagee, and that the Ream Property is free from all encumbrances and liens relating to title of whatsoever nature. Grantor covenants to not build, construct, or create or permit others to build, construct or create any buildings or other structures or landscape that may interfere with the view, location, installation, operation, or maintenance of the signage and other improvements installed pertaining thereto.

5. Limitations. Nothing herein shall be deemed a gift or dedication of any portion of the Ream Property to the general public. Nothing herein is to be deemed a waiver by Grantee of immunity arising under the Utah Governmental Immunity Act. Nothing herein is to be deemed to authorize Grantor to erect any signs on the Ream Property except in according with all applicable laws and ordinances.

6. Miscellaneous.

6.1. Interpretation. Captions and headings are used for reference only and must not be used in construing or interpreting this Agreement. All recitals set forth at the beginning of this Agreement are, by this reference, fully incorporated into this Agreement and the facts recited therein shall be deemed conclusive for any purpose. All exhibits referred to in this Agreement are deemed fully incorporated herein, whether or not actually attached. As used herein (i) the singular include the plural (and vice versa) and the masculine or neuter gender include the feminine gender (and vice versa) as the context may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" refer to this Agreement in its entirety and not to any specific section or paragraph; (iii) the terms "include", "including", and similar terms must be construed as though followed immediately by the phrase "but not limited to;" and (iv) the terms "party" and "parties" refer only to a named party or parties to this Agreement unless the context requires otherwise. All parties have jointly participated in the negotiation and drafting of this Agreement upon advice of their own, independent counsel or had the opportunity to do so, and this Agreement must be construed fairly and equally as to all parties as if drafted jointly by them.

6.2. Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, representatives, successors and permitted assignees. This Agreement is intended for the exclusive benefit of the parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party.

6.3. Entire Agreement. The parties intend that this Agreement is the final expression of their agreement and constitutes their entire understanding regarding this subject matter. This Agreement supersedes any previous or contemporaneous negotiations or communications of any kind between the parties and contains all of the terms agreed upon between the parties. No party relied on any other term, warranty, and/or covenant as an inducement to enter this Agreement.

6.4. Amendment. The parties shall not amend or modify this Agreement in any way unless in writing signed by the parties.

6.5. Further Action. Each party shall promptly do any act or execute and deliver any document reasonably necessary to carry out the intent of the parties in consummating this Agreement.

6.6. Severability. If any court of competent jurisdiction declares any portion of this Agreement unenforceable, the parties shall deem such portion as severed from this Agreement, and shall deem the remaining parts of this Agreement, including without limitation the remaining parts of the paragraph of which the unenforceable portion was a part, in full force and effect as though such unenforceable portion had never been part of this Agreement. The parties shall replace any such unenforceable portion with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable portion.

6.7 Forum and Law. Utah law shall govern this Agreement without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.

6.8 Attorney's Fees. In any civil action to enforce this Agreement commenced in a court of proper jurisdiction, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney's fees and costs incurred by the prevailing party, including pre-litigation efforts related to the dispute that is the subject of the commenced action.

6.9 Execution. By executing this Agreement below, the parties acknowledge that (1) they have read this Agreement, (2) they understand its terms, (3) they have had the opportunity to have this Agreement reviewed by independent counsel, (4) they have the full and complete authority to execute this Agreement on their own behalf or on the behalf of any entity which they represent, and (5) they intend to bind themselves or the entity which they represent, if any, to the terms of this Agreement in full. The failure of any party to date the party's signature will not affect the validity of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

GRANTOR

By: _____
Dixie Nicole Ream

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Dixie Nicole Ream.

NOTARY PUBLIC

GRANTEE

Lynn Chamberlain, Toquerville City Mayor

Attest:

Dana McKim, Toquerville City Recorder

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this _____, 2018, before me personally appeared Lynn Chamberlain and Dana McKim, whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are the Mayor and City Recorder, respectively, of Toquerville City, a municipality of the State of Utah, and that the foregoing document was signed by them on behalf of the City by authority of a resolution of its governing body, and they acknowledged before me that Toquerville City executed the document and the document was the act of Toquerville City for its stated purpose.

NOTARY PUBLIC

EXHIBIT A

Sign Easement Property Legal Description

EXHIBIT B
Signage Depiction

Account 0425259

Location

Account Number 0425259
 Parcel Number T-107-B-1
 Tax District 11 - Toquerville Town
 Acres 18.49
 Situs 0, 0

Legal S: 11 T: 41S R: 13W BEG NE COR SEC 14 T41S R13W; TH S ALG SEC/L 1320 FT; TH W 900 FT; TH S36*25' W 300 FT; TH N86*36' W 242.50 FT; TH S 1058 FT; TH N39*14' W 996 FT; TH N 514 FT; TH W TO PT ON ELY LN ST HWY; TH N42* W ALG ELY LN SD HWY 1 CH; TH N81* E 7 CHS; TH N53*10' E 8 CHS; TH N09* E 6.6 CHS; TH N18* W 3 CHS; TH N10* W 4 CHS TO N LN SEC 14; TH NWLY TO WLY COR LOT 1 JAMES JACKSON'S SUR; TH SE1/4 SEC 11; TH NELY ALG L/L LOT 1 TO W LN WM BRINGHURST PRPTY; TH S 4 RDS; TH N71*30' E 14 RDS; TH N57* E 14 RDS; TH N34* E 14 RDS TO PT 4 RDS S OF NE COR LOT 1; TH S ALG SEC/L TO POB.
 LESS: LAND IN CHOLLA CREEK PUD PH 1 AMD.
 LESS: LAND IN TRAIL RIDGE ESTATES PH 1.
 LESS: LAND IN TRAIL RIDGE ESTATES PH 1 AMD & EXT.

LESS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N00*18'39"W, ALONG THE SECTION LINE, 409.59 FEET; THENCE N90*00'00"E, 8.61 FEET TO THE POINT OF BEGINNING. SAID POINT BEING THE NORTHEASTERLY CORNER OF LOT 43, TRAIL RIDGE ESTATES PHASE 1 "AMENDED AND EXTENDED" SUBDIVISION: THENCE DEPARTING SAID SUBDIVISION AND RUNNING S71*51'14"E, 254.20 FEET; THENCE S41*31'07"E, 211.34 FEET; THENCE S13*09'18"W, 222.19 FEET; THENCE S33*21'35"W, 400.00 FEET; THENCE S56*38'25"E, 110.00 FEET; THENCE S48*09'43"E, 50.55 FEET; THENCE S56*38'25"E, 100.00 FEET; THENCE N33*21'35"E, 24.20 FEET; THENCE S56*38'25"E, 100.00 FEET; THENCE S47*12'25"E, 50.69 FEET; THENCE S56*38'25"E, 150.40 FEET; THENCE S38*51'35"W, 232.51 FEET; THENCE S56*33'26"W, 477.43 FEET; THENCE S86*11'28"W, 110.00 FEET TO A POINT LOCATED ON THE EAST LINE OF GRAND CANYON PARKWAY; THENCE ALONG SAID EAST LINE THE FOLLOWING FIVE (5) COURSES: N03*48'32"W (RECORD

Owner

Name REAM DIXIE NICOLE
 191 E GRAND TETON ST
 TOQUERVILLE, UT 84774

Value

Market (2017)	\$62,300
Taxable	\$62,300
Tax Area: 11	Tax Rate:
	0.011402
Type	Actual Assessed Acres
Ag Land	\$62,300 \$62,300 20.750

BEARING=N02*57'26"W), 164.33 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, AND A CENTRAL ANGLE OF 25*07'56"; THENCE NORTHERLY ALONG SAID CURVE, 188.62 FEET; THENCE N28*56'29"W (RECORD BEARING=N28*05'23"W), 57.63 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 770.00 FEET, AND A CENTRAL ANGLE OF 16*05'19"; THENCE NORTHERLY ALONG SAID CURVE, 216.21 FEET; THENCE N12*51'10"W (RECORD BEARING=N12*00'04"W), 29.44 FEET TO THE SOUTHWEST CORNER OF LOT 59, OF SAID TRAIL RIDGE ESTATES PHASE 1 "AMENDED AND EXTENDED"; THENCE N77*08'50"E (RECORD BEARING=N77*59'56"E), 120.48 FEET TO THE SOUTHEAST CORNER OF SAID LOT 59; THENCE N01*39'41"W (RECORD BEARING=N00*48'35"W), 113.87 FEET TO THE NORTHEAST CORNER OF SAID LOT 59. SAID POINT ALSO BEING LOCATED ON THE SOUTH LINE OF LOT 57; THENCE N88*20'19"E (RECORD BEARING=N89*11'25"E), ALONG THE SOUTH LINE OF LOT 57 AND LOT 56, 100.52 FEET TO AN ANGLE POINT ON THE SOUTH LINE OF SAID LOT 56; THENCE N48*14'03"E (RECORD BEARING=N49*05'09"E), ALONG THE SOUTHEASTERLY LINE OF SAID LOT 56, 123.56 FEET TO THE COMMON CORNER TO LOTS 55 AND 56; THENCE N02*37'44"E, (RECORD BEARING=N03*28'50"E), 157.17 FEET TO THE COMMON CORNER TO LOTS 54 AND 55; THENCE N08*29'02"E, (RECORD BEARING=N09*20'08"E), ALONG THE EAST LINE OF SAID LOT 54 AND LOT 53, 200.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 53; THENCE N81*30'58"W, (RECORD BEARING=N80*39'52"W), ALONG THE NORTH LINE OF SAID LOT 53, 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 53. SAID POINT ALSO BEING LOCATED ON THE EASTERLY LINE OF CRATER LAKE WAY; THENCE ALONG SAID STREET LINE THE FOLLOWING THREE (3) COURSES: N08*29'02"E, (RECORD BEARING=N09*20'08"E), 21.15 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, AND A CENTRAL ANGLE OF 46*34'03"; THENCE NORTHEASTERLY ALONG SAID CURVE, 24.38 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 108*47'21"; THENCE NORTHERLY ALONG SAID CURVE, 94.94 FEET TO THE SOUTHEAST CORNER OF LOT 45 OF SAID PHASE 1; THENCE N11*40'27"E, (RECORD BEARING=N12*31'33"E), 94.70 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 45; THENCE N58*20'40"W, RECORD BEARING=N57*29'34"W), 85.54 FEET TO

THE NORTHWESTERLY CORNER OF SAID
LOT 45. SAID POINT ALSO BEING
LOCATED ON THE SOUTHEASTERLY
LINE OF SAID LOT 43; THENCE
N31*39'20"E, (RECORD
BEARING=N32*30'26"E), ALONG SAID
LINE, 71.76 FEET TO THE POINT OF
BEGINNING

Parent Accounts 0107667

0108368

0108376

0108392

Parent Parcels T-107

T-158

T-160

T-160-B-N

Child Accounts 0541600

0541618

0541626

0541642

0541709

0558992

0559008

0559016

0559024

0559032

0559040

0559057

0559065

0559073

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0874143
0874150
0874167
0874174
0874181
0874198
0874206
0874213
0874220
0874237
0873739
0987472

Child Parcels T-CHCR-1-2

T-CHCR-1-3
T-CHCR-1-4
T-CHCR-1-6
T-CHCR-1-12
T-CHCR-1-50
T-CHCR-1-51
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T-TRES-1-58
T-TRES-1-59
T-TRES-1-250
T-TRES-1-10
T-3-1-13-440

Sibling Accounts

Sibling Parcels

Transfers

Entry Number

Recording Date

[00386312](#)
[00399117](#)
[00526200](#)
[00584449](#)
[00978471](#)
[20070058542](#)
[20080013710](#)
[20080019783](#)
[20090048182](#)
[20100006647](#)
[20100006648](#)
[20100021977](#)
[20100043974](#)

[06/28/1991 02:38:00 PM](#)
[02/04/1992 03:07:00 PM](#)
[03/13/1996 12:34:00 PM](#)
[12/04/1997 12:21:00 PM](#)
[10/14/2005 04:10:00 PM](#)
[12/12/2007 03:43:38 PM](#)
[04/03/2008 04:01:35 PM](#)
[05/13/2008 04:39:15 PM](#)
[12/22/2009 03:58:25 PM](#)
[03/01/2010 04:23:46 PM](#)
[03/01/2010 04:23:46 PM](#)
[07/02/2010 12:54:08 PM](#)
[12/30/2010 10:52:48 AM](#)

[B: 608 P: 109](#)
[B: 640 P: 441](#)
[B: 982 P: 499](#)
[B: 1155 P: 614](#)
[B: 1802 P: 1974](#)

[20110000235](#)
[20120003272](#)
[20140020504](#)
[20160000343](#)
[20160011115](#)
[20170027760](#)
[20170031242](#)

[01/04/2011 09:18:39 AM](#)
[01/31/2012 01:52:08 PM](#)
[07/07/2014 12:42:16 PM](#)
[01/05/2016 04:48:32 PM](#)
[03/31/2016 04:00:12 PM](#)
[07/06/2017 02:27:19 PM](#)
[08/01/2017 09:29:14 AM](#)

"Tax"

Tax Year	Taxes
2017	\$710.34
2016	\$732.26

Images

• [GIS](#)





City of Toquerville
MEETING AGENDA APPLICATION

Date of Application: January 5, 2018

Check One:

Planning Commission /Land Use: City Council: X Development Staff

Development Staff Meeting (1st Tuesdays) Attendance required for land use applications prior to appearance at Planning Commission. Date of next meeting.

Meeting Date Requested: February 8, 2018

Public Hearing Required: Yes No X

Applicant Name: CROWN at Ash Creek, LLC

Mailing Address: 6880 S 700 W, Midvale UT 84047

Phone: 801-316-9112 Email: mike@utcns.com

PURPOSE OF APPEARANCE: Request impact fee waiver for affordable housing units to be constructed, under Utah Housing Corporation CROWN program. Reference ordinance 8-5-7. Contacts Mike Plaizier, 801-316-9112 or Kelly Peterson (Utah Housing Corporation) 801-902-8230.

NOTE: Other documents may be required prior to Scheduled Meeting. Deadline for submittal at discretion of Administrator. Applicant or representative must be in attendance at the meeting.

CITY USE

AGENDA APPLICATION

Date Received: Date Agenda Item Approved:

Date Confirmed with Applicant:

FEES REQUIRED:

Public Hearing \$

Land Use \$

Administration \$ Clerk's Signature

From: [Heath Snow](#)
Sent: Thursday, December 21, 2017 3:52 PM
To: [Toquerville City Treasurer](#)
Subject: RE: Low Income Housing inquiry

June,

That is an interesting provision. It appears that the person is asking for just what you described, an administrative decision to reduce impact fees based upon some sort of representation that the homes, when built, would be used as rentals. Since this provision is not very clear on the process, I would treat this as a request for an administrative partial waiver of fees and place it on City Council's agenda. I would only recommend that the Council grant such a request if the applicant agrees to allow something to be recorded against the homes (like a restrictive covenant) which says that the homes can only be used as rentals to persons with income below 60% of median income in Washington County (and if they don't then the remainder of the impact fee will be due and owing).

Heath H. Snow, Esq
BINGHAM SNOW & CALDWELL
253 West St. George Blvd, Suite 100
Saint George, Utah 84770
(435) 656-1900 phone
(435) 656-1963 fax
www.binghamsnow.com

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Please consider the environment before printing this e-mail.

From: Toquerville City Treasurer [<mailto:treasurer@toquerville.org>]
Sent: Thursday, December 21, 2017 1:55 PM
To: Heath Snow <Heath@binghamsnow.com>
Subject: Fw: Low Income Housing inquiry
Importance: High

I don't know if you saw this when I sent it yesterday, but I need to respond back to this guy.

From: [Toquerville City Treasurer](#)
Sent: Wednesday, December 20, 2017 10:37 AM
To: [John Postert](#) ; [Darrin LeFevre](#)
Cc: [Dana McKim](#)

Subject: Low Income Housing inquiry

I had a gentleman call asking about the adjustment the City would give in impact fees according to City Code 8-5-5 (attached). I was unaware of this line in city code, so I told him I would get back to him. This is an administrative decision and should therefore only go to City Council, but code is vague enough that I don't know how to answer other than to apply for a city council appearance. He stated that this development will be "renting to own" at 60% of the local median income. After I hung up with him, I realized I had assumed that he was talking single family homes, but he could be looking at multiple housing. Of course there is no zone allowing that at this time.

I am just looking for direction to respond to him...and any further questions, if you have any, that I should ask him to make sure that the application is clear should he decide to go to council.

John – I'll bet this is the development that we got notice from yesterday that we didn't understand.

Thanks for your help.

June



Mayor Darrin LeFevre
212 N Toquerville Blvd
Toquerville, UT 84774

RE: CROWN at Ash Creek, LLC affordable Housing Project Impact Fee Waiver Request

Dear Mayor LeFevre,

CROWN at Ash Creek, LLC, an affordable housing project consisting of three affordable Single Family Residential (SFR) homes in Toquerville, is requesting a waiver of impact fees per city ordinance 8-5-7.

CROWN at Ash Creek, LLC applied for and received an award of Low Income Housing Credits to help fund affordable, single-family residential homes in Toquerville. These homes will be built under Utah Housing Corporation's CROWN (CRedits-to-OWN) program. The CROWN homes are rented for an initial 15-year compliance period and then later made available for purchase by the tenant occupying the home at the end of the 15 years.

The CROWN at Ash Creek, LLC homes will rent to households earning no more than 56% of the Area Median Income (AMI). The anticipated rents are \$799 per month (subject to changes in annual HUD rent and income limits) and a Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants (LURA) will be filed on each property preserving the affordability of the home for the duration of the compliance period.

Each home is approximately 1,450 sq. ft. and consists of four (4) bedrooms, two (2) bathrooms and a two (2) car garage.

Enclosed for your review is a copy the CROWN Program Statement, sample LURA, and photographs of similar homes that were built in Enoch.

We appreciate your consideration in waiving the city impact fees. Together, our combined efforts can help provide affordable housing opportunities to the residents of Toquerville City. Please contact me if additional information is required prior to the February 8, 2018, City Council meeting.

Best Regards,

Mike Plaizier
Housing Plus (Managing Member)
Utah Center for Neighborhood Stabilization
6880 S 700 W, Office 102
Midvale, UT 84047-4513
801-316-9112
mike@utens.com

Enclosures:
CROWN Program Statement
Sample LURA
Photographs



Utah Housing Corporation

CROWN (CRedit to OWN) Program Statement

AUTHORIZATION

Utah Housing Corporation, ("Corporation") was formed pursuant to the Utah Housing Corporation Act, Section 35A-8-701 et seq. Utah Code (the "Act"), wherein it was declared that "an adequate supply of decent, safe, and sanitary housing is essential to the well-being of the citizens of the state ... " and that "there continues to exist throughout the state a seriously inadequate supply of safe and sanitary dwelling accommodations within the financial means of persons and families of low and moderate income."

The Act permits the Corporation to enter into agreements with any instrumentality of the State, including counties, municipalities, housing authorities and redevelopment agencies, "for the purpose of ... providing for the financing and refinancing, construction, reconstruction, or rehabilitation, leasing, management, maintenance, operation, sale, or other disposition of any residential housing undertaken with the assistance of the Corporation."

The Act permits the Corporation to make loans for the construction and rehabilitation of residential housing for low and moderate income persons.

BACKGROUND

Many of Utah's (urban and rural) communities are experiencing challenges in providing affordable housing while concurrently struggling with the deterioration of inner city/town neighborhoods. Particularly in rural communities, traditional multifamily apartment projects are often not a financially feasible means to address affordable housing issues. Communities with affordable housing issues desire to implement projects and programs which cause revitalization of deteriorating neighborhoods and stabilization to the greatest extent possible of their communities so as to provide their citizens with a secure quality living environment.

Many of Utah's citizens, for various reasons including financial history, health impairments and low economic value job skills are unable to and will in all likelihood remain unable to qualify for the purchase of a home of size and sufficiency to accommodate their family needs. Yet, many of these citizens demonstrate the ability to maintain a residence with the pride and care of a homeowner. A rent to own housing program offers 1) lower income citizens an opportunity for homeownership and 2) the local community a solution to these challenges.

PROGRAM DESCRIPTION

General:

The Corporation has designed the CROWN program as a means to address both the problems and concerns of recipient communities and the desires of the recipient households through the development of modest yet quality single family housing dispersed throughout an existing community or as part of a new residential subdivision. CROWN endeavors to create long term neighborhood residents who, because they know they can realize the dream of owning the home they currently lease, take pride in maintaining the property as their own.

CROWN packages below market rate Corporation financing with Low Income Housing Tax Credits ("LIHTC") allocated by the Corporation to reduce the permanent mortgage on the homes. Deferred below market rate financing also helps to keep the rent low on the homes during the fifteen year rental period. This innovative financing creates modest single family housing affordable to households earning up to 60% of the area median income.

CROWN is designed to accommodate both scattered individual site development and planned subdivision development.

CROWN relies on public and private partnerships investing in a community's future.

Financial Structure:

Financial Participants: Land acquisition, development, or construction costs may be financed by the local participating government or other sources (HOME, CDBG, non-profit, etc) through a 15 year note (with limited extension provisions), 3% interest accrued annually with all payments of principal and interest deferred until maturity. This note is commonly referred to as the "Deferred Note". The Deferred Note is fully subordinated to the CROWN Note provided by the Corporation.

Private Investment: CROWN projects must apply for and receive a reservation of LIHTC. Private investment in the project through the purchase of these tax credits will finance part of the cost of improvements thus reducing the size of the debt service on the project. The Corporation packages several CROWN Projects together, secures the private investor (tax credit financing), and provides a streamlined set of investor approved program and lending documents that reduces project costs.

Utah Housing Corporation: Improvements to property not paid for with proceeds from the sale of tax credits or Deferred Note are financed by the Corporation at terms and rates adequate to meet the project objectives as determined by the Corporation through the amortizing CROWN Note. Corporation loans will include a maturity date parallel to the Deferred Note and the end of the fifteen year compliance period. A balloon payment of the CROWN Note is due at the maturity date. The Corporation may provide construction lending to certain CROWN projects. The Corporation's loan agreement requires monthly capital replacement reserve payments as well as payment of 50% of the annual cash flow into an excess cash flow reserve held by the Corporation.

Management:

The CROWN project owner (typically managed by the local participating governmental entity) selects tenants under the CROWN program guidelines which emphasize the long term commitment aspect of CROWN. Leases are for one year renewable terms and require tenants to assume most the property maintenance responsibility just as a homeowner would. A refundable monthly maintenance fee provides a reserve from which tenants may be rewarded for maintaining the property. These funds are refundable to the tenant at time of termination of their lease provided the home is in good condition.

Tenants sign a letter of understanding (disclosure) describing their opportunity to purchase the home upon expiration of the fifteen year rental period. The tenant also signs a LIHTC compliance agreement and lease which explain the fifteen year compliance requirements of the tax credit financing. The terms and conditions of sale are outlined in the LIHTC restrictive covenants which the project owner agrees to prior to award of the tax credits.

The project owner agrees to maintain the project in first class condition so as to preserve its value to the lender, investor, local government and tenant.

The project owner is prohibited from encumbering the project with debt unrelated to the project and is required to obtain consent from the Corporation prior to encumbering the project with any additional debt.

Sale of Homes/Repayment of Debt:

The home is sold at the end of the fifteen year tax credit compliance period for an amount equal to the unamortized CROWN Note owed to the Corporation including an Additional Amount that is calculated as a percentage of up to 40% of the original tax credit proceeds, the Deferred Note, and applicable sales taxes. The purchase price is not affected by the actual number of years a particular

tenant has occupied the home. The return of up to 40% of the tax credit proceeds, as a repayment feature under the CROWN Note, provides a unique ability under the financing structure to apply a portion of the original tax credit proceeds from a housing unit that is no longer "affordable" to a future affordable housing project. The Additional Amount collected from the sale of the home is applied to the *CROWN Community Fund.

Two years prior to the end of the fifteen year compliance period, the project owner together with the Corporation will provide home-ownership and purchase meetings to the tenant to assist the tenant in preparation for the purchase of the home.

To prevent unearned windfall profits from being realized, a deed restriction secured with a trust deed at the time of sale to the tenant ties the tenant's ability to realize a profit on the subsequent resale of the property to the amount of time they have resided in the home. The tenant realizes a credit of 1/15th of the equity value at the time they purchase the home for each year they have occupied the home as a renter. They continue to earn 1/15th occupancy credit toward equity for each year they occupy it as an owner until eventually receiving full occupancy credit after 15 years. The owner's ability to earn equity is realized only during a subsequent resale of the home and has no guaranteed value. If the owner sells the home with less than 15 years of occupancy credit (unearned equity), the unearned equity is returned to the Corporation and applied to the *CROWN Community Fund.

In the event the tenant is unable or unwilling to purchase the home upon completion of the fifteen year compliance period, the Corporation has the right to purchase the home or assign its right to a qualified housing provider. The qualified housing provider can sell or retain the home as an affordable rental.

***CROWN COMMUNITY FUND**

Each CROWN Note includes a provision for the payment of an Additional Amount which is due upon repayment of the CROWN Note when the home is sold. Since the inception of the program, the Corporation has been dedicated to reinvesting the Additional Amount as well as other funds which may be generated from the sale of a CROWN home to either: 1) the community from which the project originated or 2) the area which the managing member (of the ownership entity) serves. The funds are retained in a restricted account held by the Corporation as each home in a project is sold. The Corporation requires a written proposal from the managing member for disposition of the CROWN Community Fund to be used solely for affordable housing purposes.

*For more information on the CROWN Program, contact the CROWN Program Manager at
801-902-8200.*

When Recorded Return to:

Utah Housing Corporation
2479 S. Lake Park Blvd.
West Valley City, Utah 84120
Attn: Vice President, Multifamily Finance Division

LOW-INCOME HOUSING CREDIT COMMITMENT AGREEMENT

AND DECLARATION OF RESTRICTIVE COVENANTS

This Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants (this "Agreement") is made effective as of the ___ day of _____, 2017 by and between «Owner Name», LLC, a Utah limited liability company, its successors and assigns (the "Owner"), and UTAH HOUSING CORPORATION ("Utah Housing"), a public corporation of the State of Utah.

RECITALS:

WHEREAS, section 42 of the Internal Revenue Code of 1986, as amended (the "Code"), provides for the allocation of low-income housing credits to taxpayers who construct, acquire and/or rehabilitate a qualified low-income housing building;

WHEREAS, Utah Housing is the state housing credit agency which has been designated by Utah law as the agency responsible for the allocation of low-income housing credits for the State of Utah pursuant to IRC § 42;

WHEREAS, Owner was formed, in part, to construct, acquire and/or rehabilitate rental residential housing throughout the State of Utah;

WHEREAS, an application has been made to Utah Housing, which application is on file with Utah Housing and is hereby incorporated herein by this reference, for the allocation of low-income housing credits with respect to the construction, acquisition and/or rehabilitation of that certain qualified low-income housing project (the "Project") consisting of «LIHTC_Units» ___-bedroom, ___ bath qualified low-income housing building(s) located in «City», Utah;

WHEREAS, each qualified low-income housing building (hereafter the "CROWN Home") covered by this Agreement is located upon and being a part of the real property whose respective addresses and building identification numbers (B.I.N.) are described in Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, pursuant to section 42(h) of the Code, a carryover allocation of low-income housing tax credits has been made with respect to the Project;

WHEREAS, Owner represents that the Project satisfies the requirements of section 42 of the Code, as a qualified low-income housing project, and Owner represents it will maintain the Project in conformity and continuous compliance with section 42 of the Code, the applicable regulations thereunder, as the same may hereafter be amended, any other federal or state requirements applicable thereto, and this Agreement;

WHEREAS, Utah Housing has relied on the information submitted by Owner in its application with respect to the Project in allocating low-income housing credits to the Project, as the same may have been amended;

WHEREAS, Utah Housing is unwilling to make a final allocation of any low-income housing credits to Owner for the Project unless Owner shall, by entering into and pursuant to this Agreement, consent and agree to the conditions and restrictions set forth herein and make a declaration of restrictive covenants with respect to the CROWN Home as set forth herein;

WHEREAS, pursuant to the CROWN Program, a program created by Utah Housing in order to expand the availability of affordable housing in Utah, Utah Housing has agreed to provide loans to Owner to finance each of the buildings of the Project, on terms more favorable than those generally available commercially;

WHEREAS, one of the purposes of the CROWN Program, to the extent permitted by law, is to allow each qualified low-income tenant (each a "Tenant") the right of first refusal to purchase the CROWN Home they rent following the completion of the 15-year compliance period (as such term is defined in section 42 of the Code) for a purchase price which is equal to the authorized debt outstanding which is secured by their CROWN Home and applicable Taxes (as more particularly described below);

WHEREAS, while the CROWN Program provides the opportunity for the original Tenant of a CROWN Home to occupy the CROWN Home during the entire 15-year compliance period before becoming the purchaser of the CROWN Home for such purchase price, it is possible that more than one Tenant will occupy the CROWN Home during that period;

WHEREAS, if the purchaser of a CROWN Home has not been the Tenant for the entire 15-year period, then that Tenant should be entitled to only a pro-rata share of the appreciation of the CROWN Home during that time;

WHEREAS, Utah Housing is willing, therefore, to allocate tax credits for the Project only on the condition that Owner agrees to cause a Tenant who purchases a CROWN Home and who has occupied that CROWN Home for less than 15 years to become contingently liable, until such time as that person has occupied that CROWN Home for a total of 15 years (including time both as a renter and an owner), to pay to Utah Housing a portion of the difference between the purchase price and the fair market value of that CROWN Home;

WHEREAS, Owner, under this Agreement, intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy and transfer of each CROWN Home shall be and are covenants running with the land for the term stated herein and binding upon all subsequent owners of each CROWN Home for such term set forth herein, and are not merely personal covenants of Owner;

NOW THEREFORE, in consideration of the mutual premises set forth above, and based upon the mutual covenants and promises hereinafter set forth, and such other valuable consideration the receipt and sufficiency of which are hereby acknowledged, Owner and Utah Housing agree as follows:

SECTION I. MANAGEMENT OF PROJECT

Owner covenants and agrees as follows:

1.1 General Maintenance. Owner will:

(a) maintain each CROWN Home in good condition and make all reasonable and necessary renewals, replacements, additions and improvements thereof and thereto;

(b) maintain or cause to be maintained, with financially sound insurers of nationally recognized stature and responsibility, insurance with respect to each CROWN Home of such a nature, with such terms and in such amounts as a prudent person would maintain with respect to similar properties; and

(c) set aside on its books from its earnings for each calendar year, in amounts deemed adequate pursuant to an approved budget for such year all proper reserves that should be set aside from such earnings in connection with the operations of the Project, including reserves for depreciation, obsolescence and/or amortization, repairs and maintenance, third party insurance payments, repayment of debts or financial obligations, claims and accruals for Taxes.

1.2 Rent Restricted Units. Owner agrees that, throughout the extended use period as set forth in Section 2.9 below, 100% of the Project shall be rent restricted, as defined in section 42 of the Code.

1.3 Maximum Rent. Owner agrees that, throughout the extended use period as set forth in Section 2.9 below, each CROWN Home will be leased for a maximum monthly rental fee which equals «AMI»% of Area Median Income. This maximum monthly rental amount is calculated as follows:

- (a) First, multiply the monthly rent limit applicable to the CROWN Home as calculated by Utah Housing for the applicable year, based on bedroom size, based on 50% of Area Median Income by 2 (to arrive at a rental amount based on 100% of Area Median Income);
- (b) Second, multiply the product derived in (a) above by 55%:

provided, however, that with the written approval of Utah Housing, such approval to be given or withheld in Utah Housing's sole discretion, the multiplier in this Section 1.3 may be increased to such percent as approved by Utah Housing up to but not exceeding 60%.

For purposes of determining the maximum monthly rental fee pursuant to this section, the maximum monthly rental fee amount shall include the allowance for Tenant-paid utilities as provided in section 42 of the Code or notices or regulations issued or promulgated for thereunder.

1.4 Maximum Tenant Initial Income. Owner agrees that, throughout the extended use period as set forth in Section 2.9 below, each CROWN Home will be leased to individuals who, at the time of initial occupancy, have a combined qualified household income, as determined in accordance with section 42 of the Code, which is 60% or less of the Area Median Income; provided, however, that with the written approval of Utah Housing, such approval to be given or withheld in Utah Housing's sole discretion, the limitation in this Section 1.4 may be increased to such percent of Area Median Income as approved by Utah Housing up to but not exceeding 60%.

1.5 Nondiscrimination. Owner will not discriminate against any Tenant or prospective Tenant on any unlawful basis. Owner will comply in all respects with all applicable federal, state and local laws, rules, regulations and Executive Orders relating to housing and employment.

1.6 Compliance with Law, etc. Owner will not (a) violate any laws, ordinances, governmental rules or regulations to which it or any CROWN Home is or may become subject, including without limitation any Environmental Laws, or (b) fail to obtain or maintain any licenses, permits, or other governmental authorizations necessary to the ownership of each CROWN Home.

SECTION II. LOW-INCOME HOUSING TAX CREDIT MATTERS

2.1 Applicable Fraction. Owner agrees that the applicable fraction, as defined in section 42(c)(1) of the Code, for each CROWN Home whose B.I.N. and address is specified in Exhibit A of this Agreement, for each taxable year in the compliance period and the extended use period, as such terms are defined in section 42 of the Code, will not be less than 100%.

2.2 Rent Restricted Unit. Owner agrees that for each taxable year in the compliance period and the extended use period, as such terms are defined in section 42 of the Code, each CROWN Home shall be both rent restricted, as defined in section 42 of the Code, and occupied by individuals whose income does not exceed the limit in Section 1.4 above. Owner agrees to not refuse to lease a CROWN Home to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 because of the status of the prospective Tenant as such a holder.

2.3 Notification of Non-Compliance. Owner agrees to not take or permit to be taken any action which would have the effect or result, directly or indirectly, of subjecting a CROWN Home to non-compliance with section 42 of the Code, as the same may be amended from time to time, the regulations issued thereunder, any other state or federal requirements or any provisions of this Agreement. If Owner becomes aware of any incidence or manner in which the CROWN Home does not comply with section 42 of the Code, or this Agreement, Owner shall notify Utah

Housing within 20 days after the date Owner becomes aware of such non-compliance. As required by Income Tax Regulation section 1.42-5(e)(3), Utah Housing shall notify the Internal Revenue Service of any non-compliance of which Utah Housing becomes aware.

2.4 Ownership. Owner represents and warrants, upon execution and delivery of this Agreement, that it has good and marketable title to each CROWN Home, free and clear of Liens and encumbrances, except for Liens approved by Utah Housing. Owner agrees that no portion of a CROWN Home may be sold, transferred or conveyed to any Person unless all of such CROWN Home is sold, transferred or conveyed to such Person.

2.5 Release and Indemnification. Owner agrees to release and hold Utah Housing, its officers, directors, employees and agents harmless from any claim, loss, liability, demand or judgment incurred by or asserted against Owner resulting from or relating to the allocation of low-income housing credits, or the recapture thereof by the Internal Revenue Service, or the monitoring of the Project's compliance with section 42 of the Code, and this Agreement. Further, Owner agrees to indemnify and hold Utah Housing, its officers, directors, employees and agents harmless from any claim, loss, liability, demand or judgment incurred by or asserted against Utah Housing, its officers, directors, employees and agents as a result of or in any way related to the allocation to Owner of low-income housing credits, or the recapture thereof, or the monitoring of the Project's compliance with section 42 of the Code and this Agreement. Owner represents that it has independently reviewed the applicable allocation documents providing for the allocation of low-income housing tax credits for the CROWN Home to ensure the correctness and validity of the same, and has not relied on any representation or statement from Utah Housing with respect to Owner's entitlement to the allocation of low-income housing tax credits for the CROWN Home.

2.6 Monitoring of Compliance. Owner acknowledges that Utah Housing, or its delegate, is required to monitor the Project's compliance with the requirements of section 42 of the Code, and the covenants of this Agreement. Accordingly, Owner agrees to pay such fees required by, and otherwise comply with the obligations, terms and conditions of Utah Housing's Compliance Monitoring Plan, as the same may be amended from time to time. As a condition to leasing the CROWN Home, a Tenant shall be required to provide sufficient documentation to substantiate income levels of all individuals residing therein. All fees owing by the Owner pursuant to this Section 2.6, together with late charges and interest thereon and all fees, charges, and costs associated with collecting delinquent amounts hereunder, including, without limitation, court costs and reasonable attorney fees, shall be secured by a lien on the CROWN Homes in the Project in favor of Utah Housing, which lien may be foreclosed in accordance with applicable law. To evidence such a lien, Utah Housing may prepare a written notice of lien setting forth the unpaid fees, the date due and the amount remaining unpaid. Such a notice shall be signed and acknowledged by Utah Housing and may be recorded in the office of the county recorder of the county in which the CROWN Home is located. No notice of lien shall be recorded until there is a delinquency in the payment of fees. A lien arising under this Section 2.6 has priority over each other lien and encumbrance on the CROWN Home except (i) a lien or encumbrance recorded before this Agreement or a notice thereof is recorded, (ii) a security interest on the Project secured by a mortgage or deed of trust that is recorded before a recorded notice of lien under this Section 2.6, or (iii) a lien for real estate taxes or other governmental assessments or charges against the CROWN Home. Such a lien may be enforced by sale or foreclosure of such lien in accordance with the provision of Utah law regarding the enforcement of a deed of trust or, at the option of Utah Housing, by a judicial foreclosure. For purposes of nonjudicial or judicial foreclosure of the lien created hereby, (a) Utah Housing shall be considered to be the beneficiary under a deed of trust, (b) the Owner shall be considered to be the trustor under a deed of trust, and (c) First American Title Insurance Company is hereby appointed as the trustee, with all the powers and rights of a trustee under a deed of trust under Utah law, Utah Housing may appoint a successor trustee at any time by filing for record in the office of the county recorder of the county in which the CROWN Home is situated, a substitution of trustee. The new trustee shall succeed to all the power, duties, authority, and title of the trustee named in this Section 2.6 and of any successor trustee. The execution of this Agreement by the Owner constitutes a simultaneous conveyance by the Owner of the CROWN Home in trust, with power of sale, to the trustee designated herein for the purpose of securing payment of all amounts due from the Owner to Utah Housing under this Section 2.6.

2.7 Annual Certification. Owner shall, in a form designed by Utah Housing, annually certify to Utah Housing its compliance with all the provisions of this Agreement and section 42 of the Code and regulations issued thereunder.

2.8 Inspection. Owner shall permit, during normal business hours, upon reasonable notice, any duly authorized representative of Utah Housing to inspect any books and records of Owner relating to the incomes of Tenants. Specifically, Owner shall make available to Utah Housing the documentation substantiating incomes of Tenants. As required by Income Tax Regulation section 1.42-5(e)(3), Utah Housing shall notify the Internal Revenue Service of any non-compliance with the provisions of section 42 of the Code, with which it becomes aware.

2.9 Extended Use Period. Owner and Utah Housing agree that the extended use period, as used in section 42 of the Code and this Agreement, means the period beginning on the first day in the compliance period, as defined in section 42 of the Code, on which a CROWN Home is a part of a qualified low-income housing project and ending on the date which is 35 years after the close of the compliance period (for a total of 50 years from the beginning date of the compliance period for a CROWN Home); however, notwithstanding the foregoing to the contrary, the extended use period shall terminate on the date a CROWN Home is acquired by foreclosure (or instrument in lieu of foreclosure), unless the IRS or Utah Housing determines that such acquisition is part of an arrangement of the Owner a purpose of which is to terminate the extended use period. Owner agrees that section 42(h)(6)(E)(i)(II) shall not apply to, and thus shall not cause the termination of, the extended use period applicable to any CROWN Home of the Project.

2.10 Eviction During and Following Extended Use Period. During the extended use period and the three-year period following the termination of the extended use period pursuant to a foreclosure (or instrument in lieu of foreclosure) on a CROWN Home, the Owner shall not (other than for good cause) evict or terminate the tenancy of any existing Tenant of a CROWN Home, or increase the gross rent, not otherwise permitted under section 42 of the Code.

2.11 Subordination. The Owner shall obtain the agreement of any prior recorded lienholder (excluding customary nonmonetary liens and encumbrances relating to easements, utilities and similar matters) of any CROWN Home whereby the prior recorded lienholder, and its assigns or successors in interest, agrees to not evict an existing low-income tenant (other than for good cause) and not increase gross rent with respect to a CROWN Home, not otherwise permitted under IRC § 42, for a period of three (3) years from the date of any foreclosure with respect to such CROWN Home. The foregoing agreement shall be placed of record in the real property records of the county in which the CROWN Home is located.

2.12 Recordation. This Agreement shall be placed of record in the real property records of the County in which the Project is located, and upon recording, Owner shall cause to be sent to Utah Housing an executed original of the recorded Agreement showing the date, deed book and page numbers of record. Owner agrees that Utah Housing may issue, but withhold delivery of, the Internal Revenue Service Form 8609 constituting final allocation of low-income housing credits until Utah Housing receives the recorded executed original of this Agreement.

2.13 Enforcement. All of the terms, provisions and restrictions of this Agreement, including without limitation those contained in this Section II, may be enforced by Utah Housing. In addition, Utah Housing and Owner acknowledge and agree that any individual who meets the income limitations applicable to the Project under section 42(g) of the Code (whether a prospective, present or former occupant of the Project) has the right to enforce in any Utah state court the requirements and conditions of Section II of this Agreement.

2.14 Statutory Changes. Utah Housing and Owner recognize that the provisions of section 42 of the Code may be amended from time to time. Owner agrees to maintain the Project in compliance and conformity with the requirements of section 42 of the Code, and the regulations issued thereunder, as the same are amended from time to time. However, if in the opinion of Utah Housing subsequent revisions to section 42 of the Code are so substantial as to necessitate amendment of this Agreement, this Agreement shall be amended to reflect such changes in the law governing the low-income housing tax credit program. In the event that section 42 of the Code is repealed or the requirements thereunder are substantially terminated, the parties agree that the provisions of section 42 of the Code, and/or all regulations issued thereunder, in effect on the date of such repeal or termination, as the case may be, shall apply for all purposes hereunder and shall be incorporated herein by this reference. In the event that the compliance period, as defined in section 42 of the Code, is hereafter reduced in duration, then the extended use period, as defined in Section 2.9 above, shall be reduced by a like period of time.

SECTION III. RIGHT OF FIRST REFUSAL AND QUALIFIED BUYER

3.1 Right of First Refusal. Commencing on the first day following the close of the compliance period with respect to each CROWN Home, the Tenant of such CROWN Home shall have a right of first refusal to purchase such CROWN Home for the purchase price and on the terms set forth in Section 3.3 if either of the following occurs: (a) Owner receives a bona fide offer to purchase the CROWN Home, or (b) if Owner desires to sell the CROWN Home and obtains the prior consent of Owner's investor member (the "Investor Member") as defined under Owner's operating agreement, as amended (the "Operating Agreement"). The Tenant's right of first refusal shall lapse on the earlier of (y) sixty (60) days after the close of the compliance period or (z) the date Tenant notifies Owner that Tenant does not desire to exercise Tenant's right of first refusal ("Tenant's Right of First Refusal Period"). Tenant shall exercise the right of first refusal to purchase the CROWN Home by providing written notice to Owner of Tenant's intent to purchase the CROWN Home for the purchase price and on the terms set forth in Section 3.3. The closing of the purchase of the CROWN Home shall occur within a reasonable time thereafter, but not to exceed six months from the date of the exercise of Tenant's right of first refusal. The right of first refusal provided in this Section 3.1 shall lapse if Tenant's lease of the CROWN Home is terminated prior to closing on the CROWN Home. If Tenant's right of first refusal to purchase the CROWN Home lapses (or, is exercised following the occurrence of an event described in either (a) or (b) above, but Tenant fails to purchase the CROWN Home within six months following such exercise), Utah Housing (or its qualified designee that is an organization described in section 42(i)(7)(A) of the Code) shall have the right of first refusal to purchase the CROWN Home for the purchase price and on the terms set forth in Section 3.3. The right of first refusal provided under this Section 3.1 is intended to comply with, and qualify under, section 42(i)(7) of the Code as the same may be amended or interpreted from time to time by regulation or public pronouncement issued by the Internal Revenue Service. If any provision of this Section 3.1 is inconsistent with section 42(i)(7), as the same may be amended or interpreted, then such inconsistent provision shall be construed and applied in a manner so as to comply with section 42(i)(7).

3.2 Notice. On or about the first day of the 15th year of the compliance period with respect to the Project, Owner shall give the then existing Tenant of each CROWN Home, and Utah Housing, notice of their respective rights of first refusal to purchase the CROWN Home at the conclusion of the compliance period with respect to such CROWN Home if Owner desires, with the prior consent of the Investor Member, to sell such CROWN Home (the "Notice of Rights").

3.3 Purchase Price and Other Terms. The purchase price amount for which a CROWN Home shall be sold pursuant to Tenant's or Utah Housing's exercise of the right of first refusal set forth in Section 3.1 above shall be an amount equal to the sum of (i) all outstanding Indebtedness which is secured by the CROWN Home which was not incurred in breach of this Agreement, together with the "additional amount" as defined in the master loan agreement between Owner and Utah Housing, (ii) all federal, state and local Taxes attributable to such sale, (iii) a "gross-up" of all additional federal, state and local Taxes paid to offset Taxes in clause (ii) and this clause (iii) to the extent that such Taxes are fully covered by this element of the purchase price and (iv) any unpaid "return amount" then payable to Investor Member under the Operating Agreement. In addition, the sale shall be made on an "as is" basis, with no representations or warranties as to the CROWN Home except with respect to title thereto being free and clear of all financial Liens, and the purchaser shall be responsible for all closing costs, escrow charges, title insurance premiums, recording fees and, if required, the cost of the appraisal referred to below. If Tenant does not exercise Tenant's right of first refusal, the closing of the sale pursuant to the exercise of Utah Housing's right of first refusal shall take place no earlier than the first day after the expiration of the Tenant's Right of First Refusal Period.

3.4 Early Occupancy Termination Agreement. In the event that a Tenant purchases a CROWN Home pursuant to Section 3.1 and subsequently re-sells the CROWN Home when the Tenant's Occupancy Period with respect to the CROWN Home (as either a tenant or an owner after Tenant's purchase) is less than 15 years, the Tenant will be obligated to pay to Utah Housing an amount equal to the "Early Termination Amount". To evidence the purchaser's contingent obligation to pay the Early Termination Amount, at the closing of the Owner's sale of the CROWN Home to the Tenant, the Owner shall cause the Tenant to (i) enter into an Early Occupancy Termination Agreement with the Corporation in the form attached hereto as Exhibit B and (ii) execute a deed of trust in the form

customarily used by the title company closing the sale to secure the Tenant's obligation under the Early Occupancy Termination Agreement.

For the purposes of this Section 3, the following terms shall have the following meanings:

(a) "Early Termination Amount" shall mean an amount equal to the lesser of (i) the "Fair Market Value" of the CROWN Home, at the time of the Tenant's purchase pursuant to the right of first refusal, minus the amount the Tenant previously paid to purchase the CROWN Home multiplied by the "Early Termination Percentage" or (ii) the "Net Proceeds of Sale".

(b) "Occupancy Period" shall mean, as of any date, the total number of years (or portion thereof, measured to the closest number of months) that the Tenant has occupied the CROWN Home, either as tenant or as owner after Tenant's purchase. For example, if the Tenant leased the CROWN Home for 10 years, three months and 10 days prior to the closing of the Tenant's purchase, the Occupancy Period as of the date of purchase would be 10.25 years. If the Tenant subsequently re-sold the CROWN Home one year and nine months later, the Occupancy Period as of the date of re-sale would be 12 years.

(c) "Early Termination Percentage" shall mean the percentage which is equal to a fraction, the numerator of which is 15 minus the number of years (or portion thereof) in the Occupancy Period as of the date of the re-sale, and the denominator of which is 15. For example, if the Occupancy Period as of the date of the Tenant's purchase were 10.25 years, and then the Tenant re-sold the CROWN Home one year and nine months later, the Early Termination Percentage would be 20% $[(15 - (10.25 + 1.75)) \div 15]$, or 3 \div 15, or 20%.

(d) "Fair Market Value" shall mean the fair market value of the CROWN Home at the time of purchase by the Tenant pursuant to the right of first refusal, as mutually agreed by the Tenant and Utah Housing prior to the closing of such purchase. In the event that the Tenant and Utah Housing cannot agree on the Fair Market Value, then Utah Housing shall engage an independent, MAI-certified (or equivalent) appraiser to appraise the property, whose written determination shall be deemed, for the purposes of this Agreement, to be the "Fair Market Value". The appraiser shall be instructed to disregard this Agreement in making the appraisal. In the event the appraisal is within 10% of the fair market value proposed by the Tenant, then Utah Housing shall pay all costs of the appraiser. In the event that the appraisal is more than 10% higher than the fair market value proposed by the purchaser, then the Tenant shall pay all costs of the appraiser.

(e) "Net Proceeds of Sale" shall mean, as to any re-sale of the CROWN Home at a time when the Occupancy Period has been less than 15 years, the amount to which the Tenant is entitled from the closing of a bona fide, arm's length re-sale of the CROWN Home after prepaying any bona fide indebtedness for home improvements to an institutional lender and paying usual and customary seller's closing costs, including recording and escrow fees, a reasonable sales commission and the premium for a standard form owner's policy of title insurance.

(f) Example. If, at the time of the Tenant's purchase pursuant to the right of first refusal, the Fair Market Value of the CROWN Home is \$100,000 and the purchase price paid by the Tenant for the CROWN Home is \$60,000, and the Occupancy Period as of the date of the subsequent re-sale is 12 years (10.25 years as tenant and one year and nine months as owner after Tenant's purchase of the CROWN Home), the Early Termination Amount would be \$8,000 $[(\$100,000 - \$60,000) \times 20\%]$, or \$8,000, unless the Net Proceeds of Sale were less, in which case the Early Termination Amount would be such lesser sum.

3.5 Termination of Extended Use Period. Unless prohibited by law or the rules and regulations promulgated under section 42 of the Code, the acquisition of a CROWN Home after the close of the compliance period with respect to such CROWN Home pursuant to Section 3.1 above shall terminate the extended use period with respect to the CROWN Home being acquired and terminate the restrictive conditions, covenants and terms of this Agreement with respect to such CROWN Home, except for those obligations set forth in Section 3.4 above. The extended use period and the restrictive conditions, covenants and terms applicable to the other CROWN Homes of the Project, as provided for by this Agreement, shall not be affected by the sale of a CROWN Home covered by

this Agreement and the termination of the extended use period and restrictive conditions, covenants and terms of this Agreement with respect to the CROWN Home sold.

SECTION IV. INTERPRETATION OF AGREEMENT.

4.1 Definitions. Except as the context shall otherwise require, the following terms shall have the following meanings for all purposes of this Agreement:

The term "Affiliate", with respect to any Person (hereinafter "such Person"), shall mean any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, or is related to, such Person or another Affiliate of such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting stock or membership or partnership interests, by contract or otherwise. The term "Affiliate", when used herein without reference to any Person, shall mean an Affiliate of Owner.

The term "Area Median Income" shall mean the area median gross income for the county in which the Project is located as annually determined and published by H.U.D.

The term "Environmental Laws" shall mean and include any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any governmental authority pertaining to health or to the environment.

The term "H.U.D." shall mean the United States Department of Housing and Urban Development, or, in the event that another federal agency becomes the successor to H.U.D. for the purposes of this Agreement, such other agency.

The term "Indebtedness", with respect to any Person, shall mean all items, which in accordance with generally accepted accounting principles would be included in determining total liabilities as shown on the liability side of a balance sheet as at the date on which Indebtedness is to be determined. The term "Indebtedness" shall also include, whether or not so reflected, (a) obligations of such Person under any lease which is required under generally accepted accounting principles prevailing on the date of determination to be shown on the liability side of a balance sheet of such Person or which, whether or not required to be so shown, contains terms that require the payment of lease rentals whether or not the property leased thereunder shall exist or can be used for the purpose for which it shall have been leased, or provides for a termination payment calculated to be sufficient to retire any debt, obligations or liabilities secured by a Lien on such lease or on the property leased thereunder, (b) all obligations of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person and (c) all obligations of such Person to purchase any materials, supplies or other property, or to obtain the services of any other Person, if the relevant contract or other relative document requires that payment of such materials, supplies or other property, or for such services, shall be made regardless of whether or not delivery of such materials, supplies or other property is ever made or tendered or such services are ever performed or tendered. For the purposes of this Agreement, the term "guaranty", with respect to any Person, shall mean all obligations of such Person guaranteeing or in effect guaranteeing any Indebtedness, dividend or other obligation or investment of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including obligations incurred through an agreement, contingent or otherwise, by such Person (a) to purchase such Indebtedness, obligation or investment or any property or assets constituting security therefor; (b) to advance or supply funds (i) for the purchase or payment of such Indebtedness, obligation or investment or (ii) to maintain working capital or equity capital, or otherwise to advance or make available funds for the purchase or payment of such Indebtedness, obligation or investment; (c) to purchase property, securities or services primarily for the purpose of assuring the owner of such Indebtedness, obligation or investment of the ability of the primary obligor to make payment of such Indebtedness, obligation or investment; or (d) otherwise to assure the owner of such Indebtedness, obligation or investment against loss in respect thereof.

The term "Lien" shall mean any interest in property securing an obligation owed to, or a claim by, any Person, whether such interest shall be based on the common law, statute or contract, whether or not such interest shall be recorded or perfected and whether or not such interest shall be contingent upon the occurrence of some future event or events or the existence of some future circumstance or circumstances, and including the lien or

security interest arising from a mortgage, encumbrance, pledge, adverse claim or charge, conditional sale or trust receipt, or from a lease, consignment or bailment for security purposes. The term "Lien" shall also include reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting property.

The term "Owner" shall include any Person holding title to a CROWN Home and shall include all subsidiaries, if any, of Owner.

The term "Person" shall mean any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, estate, unincorporated organization or government (or any agency or political subdivision thereof).

The term "Taxes" shall mean any tax based upon or measured by net or gross income, gross receipts, sales, use, ad valorem, transfer, franchise, capital stock, withholding, payroll, employment, excise, severance, occupation, premium, privilege, property, or conduct of business, together with any interest and penalties, additions to tax and additional amounts imposed by any federal, state, local, or foreign taxing authority upon any Person.

The term "Tenant" shall mean the persons or the family living in a CROWN Home.

4.2 Section 42 Definitions. All words, definitions and terms used in this Agreement that are defined or set forth in section 42 of the Code shall have the meanings given in such section 42 of the Code.

SECTION V. MISCELLANEOUS

5.1 Term: Run with the Land. Owner intends, declares and covenants that the covenants, terms, provisions and restrictions set forth in this Agreement shall run with the land and shall bind, and the benefits and burdens shall inure to, Owner and Utah Housing, and their respective successors and assigns, and all subsequent owners of each CROWN Home or any interest therein, for the duration of the extended use period set forth in Section 2.9 above, which shall constitute the term of this Agreement. Upon the termination of the extended use period set forth in Section 2.9 above, this Agreement shall be deemed terminated and of no further force and effect, and Utah Housing shall execute a release for recordation purposes if so requested by the then owner of a CROWN Home.

5.2 Assignment by Utah Housing. Utah Housing may, at any time during the term hereof upon 30 days' written notice thereof, assign its rights hereunder or its obligations hereunder, or both, to any Affiliate of Utah Housing or any other political subdivision of the State of Utah. Utah Housing may assign its rights hereunder or its obligations hereunder, or both, to any party not specified in the preceding sentence only with the written consent of Owner, such written consent not to be unreasonably withheld or delayed. In the event Utah Housing assigns its obligations hereunder, Utah Housing shall have no further obligations or liabilities hereunder whatsoever from and after the date of such assignment.

5.3 Indemnification. Except to the extent caused by the negligence or intentional misconduct of Utah Housing, Utah Housing shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Owner or by any person whatsoever may at any time be renting, using or occupying or visiting the Project or be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Owner or of any occupant, Tenant, visitor, or user of the Project or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Owner shall indemnify Utah Housing against all such claims and liability.

5.4 Notices. Each notice required to be given in this Agreement shall be in writing and shall be deemed to have been properly given or served by the deposit of such with the United States Postal Service, or any official successor thereto, designated as registered or certified mail, return receipt requested, bearing adequate postage and addressed as hereinafter provided. Each notice shall be effective upon being deposited as aforesaid and shall be deemed to have been received five business days from and after such deposit. Each notice may also be

served by personal service addressed as hereinafter provided. By giving to each other party at least 10 days' notice thereof, each party shall have the right from time to time during the term of this Agreement to change the address(es) thereof and to specify as the address(es) thereof any other address(es) within the United States of America.

(a) To Owner: Each notice to Owner shall be addressed as follows:

«Owner_Name», LLC
«Owner_Address»
«Owner_City», «Owner_State» «Owner_Zip»
Attention: «Contact»

(b) To Utah Housing: Each notice to Utah Housing shall be addressed as follows:

Utah Housing Corporation
2479 S. Lake Park Blvd.
West Valley City, Utah 84120
Attention: President, CEO

(c) To the Existing Tenant: Each notice to the then existing Tenant shall be addressed as follows:

[Current Resident]
«Project_Address»
«City», Utah 84__

[Current Resident]
«Project_Address»
«City», Utah 84__

[Current Resident]
«Project_Address»
«City», Utah 84__

[Current Resident]
«Project_Address»
«City», Utah 84__

5.5 Waiver. No express or implied consent to or waiver of any breach or default by a party in the performance by such party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such party of the same or any other obligations of such party under this Agreement. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such failing party of the rights of such failing party under this Agreement.

5.6 Severability. If any provision of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other party or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

5.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein.

5.8 Amendment. This Agreement may be amended only in a writing signed by each of the parties hereto.

5.9 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of Sections and Subsections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to Sections or Subsections shall refer to the corresponding Section or Subsection of this Agreement unless specific reference is made to the articles, sections or other subdivisions of another document or instrument.

5.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

5.11 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors, assigns and legal representatives.

5.12 Directly or Indirectly. Any provision in this Agreement referring to action to be taken by any Person, or that such Person is prohibited from taking, shall be applicable whether such action is taken directly or indirectly by such Person.

5.13 Accounting Terms. All accounting terms used herein that are not otherwise expressly defined shall have the respective meanings given to them in accordance with generally accepted accounting principles at the particular time.

5.14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

5.15 No Partnership. Nothing herein contained shall create between the parties hereto, or be relied upon by others as creating, any relationship of partnership, association, joint venture, or otherwise.

5.16 Attorneys' Fees. In the event that any party shall institute any action or proceedings against any other party relating to the provisions of this Agreement, or any default thereunder, then and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the prevailing party therein for the reasonable expense of attorneys' fees and disbursements incurred therein by the prevailing party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives as of the date first above written.

OWNER:

«Owner_Name», LLC,
a Utah limited liability company

By: «Care_of»,
«Org_Type»

Its: _____

UTAH HOUSING:

UTAH HOUSING CORPORATION,
a Utah public corporation

By: Jonathan A. Hanks
Its: Senior Vice President & COO

By: «Contact»
Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF «County»)

On the ____ day of _____, 2017, personally appeared before me «Contact», the signer of the foregoing instrument, who duly acknowledged to me that s/he is the _____ of the «Care_of», which is the _____ of «Owner_Name», LLC, and that s/he executed the same.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the ____ day of _____, 2017, personally appeared before me Jonathan A. Hanks, the signer of the foregoing instrument, who duly acknowledged to me that he is the Senior Vice President & COO of Utah Housing Corporation and that he executed the same.

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY, ADDRESSES AND B.I.N. NUMBERS

That certain real property, situated in «County» County, State of Utah, and more particularly describes as follows:

Property Address: «Project_Address», «City», Utah 84 ____
B.I.N. UT-17- ____

Property Address: «Project_Address», «City», Utah 84 ____
B.I.N. UT-17- ____

Property Address: «Project_Address», «City», Utah 84 ____
B.I.N. UT-17- ____

Property Address: «Project_Address», «City», Utah 84 ____
B.I.N. UT-17- ____

SAMPLE

WHEN RECORDED, RETURN TO

Exhibit B

Utah Housing Corporation
2479 S. Lake Park Blvd.
West Valley City, Utah 84120
Attn: President and CEO

FORM OF EARLY OCCUPANCY TERMINATION AGREEMENT

Re: _____, _____, UT 84__ (the "Residence")

This Early Occupancy Termination Agreement (this "Agreement") is entered into this _____ day of _____, 20____, between _____ (the "Purchaser") and the Utah Housing Corporation ("Utah Housing"), pursuant to that certain Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants dated _____, ____ (the "Declaration") between Utah Housing and _____, L.C., a Utah limited liability company (the "Project Owner"), which contains certain restrictions and requirements with respect to the Residence (which property is more particularly described in Exhibit A attached hereto). The Declaration provides that the Purchaser may purchase the Residence from the Project Owner at the specified price on the condition that the Purchaser and Utah Housing enter into a recorded agreement in this form. Accordingly, the Purchaser and Utah Housing agree as follows:

1. In consideration of Utah Housing providing the financing for the construction of the Residence and allowing the Purchaser to purchase the Residence on the special terms as provided in the Declaration, the Purchaser hereby agrees to pay Utah Housing the "Early Termination Amount" (as defined below) on the "Termination Date" (as defined below) if required pursuant to Paragraph 6 or on the date the Purchaser re-sells the Residence any time before the Termination Date. If payment is required, the Early Termination Amount is payable on the Termination Date or at the time of such re-sale.

For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Early Termination Amount" shall mean an amount equal to the lesser of:

(i) the "Fair Market Value" of the Residence minus the "Purchase Price" paid for the Residence multiplied by the "Early Termination Percentage", or

(ii) the "Net Proceeds of Sale".

For example, because the Fair Market Value of the Residence is \$ _____, the Purchase Price paid for the Residence is \$ _____, and the Occupancy Period as of now is [insert number of years of Occupancy Period to date] years, if the Purchaser re-sells the Residence one year and nine months from now, the Early Termination Amount would be \$ _____ [(\$ _____ - \$ _____), or \$ _____ x _____%, or \$ _____], unless the Net Proceeds of Sale were less, in which case the Early Termination Amount would be such lesser sum.

The maximum amount of the Early Termination Amount, which would be payable if the Purchaser re-sold the Residence tomorrow, would be \$ _____ [\$ _____ (the Fair Market Value) - \$ _____ (the Purchase Price), or \$ _____, x _____% [(15- _____ (the current Occupancy Period)) ÷ 15]]. If the Purchaser remains in occupancy of the Residence as Purchaser's primary residence until the Termination Date, the Purchaser will owe nothing under this Agreement.

(b) "Early Termination Percentage" shall mean the percentage which is equal to a fraction, the numerator of which is 15 minus the number of years (or portion thereof) in the Occupancy Period as of the date of the re-sale, and the denominator of which is 15. For example, because the Occupancy Period as of now is _____ years, if the Purchaser re-sells the Residence one year and nine months from now, the Early Termination Percentage would be _____% [(15 - (_____ + 1.75)) ÷ 15, or _____ ÷ 15, or _____%].

(c) "Fair Market Value" shall mean \$_____.

(d) "Net Proceeds of Sale" shall mean, as to any re-sale of the Residence at a time when the "Occupancy Period" has been less than 15 years, the amount to which the Purchaser is entitled from the closing of a bona fide, arm's length sale of the Residence after repaying any bona fide indebtedness to an institutional lender and paying usual and customary seller's closing costs, including recording and escrow fees, a reasonable sales commission and the premium for a standard form owner's policy of title insurance.

(e) "Occupancy Period" shall mean, as of any date, the total number of years (or portion thereof, measured to the closest number of months) that the Purchaser has occupied the Residence as Purchaser's primary residence, both as Tenant and as owner. For example, the Purchaser has leased the Residence for ___ years, ___ months and ___ days to date, so the Occupancy Period as of now is ___ years. If the Purchaser subsequently re-sells the Residence one year and nine months from now, the Occupancy Period as of the date of re-sale would be ___ years [___ + 1.75].

(f) "Purchase Price" shall mean \$_____, determined pursuant to Section 3.3 [5.3] of the Declaration prior to any adjustment to the Purchase Price for the payment of closing costs under the Real Estate Purchase Contract entered into by Purchaser.

(g) "Termination Date" shall mean _____, 20___. [insert date 15 years after Purchaser first occupied Residence.]

2. The Purchaser agrees to give Utah Housing at least 30 days' written notice of any proposed sale of the Residence. This notice shall include the purchase price and the name of the buyer and shall have attached a copy of the purchase agreement. The notice shall be delivered to the address listed above or to such other address provided to the Purchaser by Utah Housing. The Purchaser shall not convey title to the Residence except in connection with a bona fide, arm's length sale.

3. The Purchaser will reimburse Utah Housing for all costs, expenses and reasonable attorneys' fees and costs, expended or incurred by Utah Housing in enforcing this Agreement, including but not limited to fees and costs for negotiation, litigation and bankruptcy representation.

4. The Purchaser may not assign its obligations hereunder. Utah Housing may assign its rights hereunder without the consent of the Purchaser. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Agreement expresses the entire understanding of the parties hereto and may not be altered or be amended except with the written consent of each of the parties.

6. If the Purchaser has not sold the Residence before the Termination Date and has remained in occupancy of the Residence as Purchaser's primary residence until such date, then the Purchaser shall so notify Utah Housing in writing within thirty days thereafter, and include with such notification reasonable written evidence that the Purchaser has remained in occupancy of the Residence as the Purchaser's primary residence until the Termination Date. Such evidence may include federal tax returns, utility bills or other written evidence that Utah Housing shall deem sufficient. In the event that Utah Housing determines that such evidence is sufficient, Utah Housing shall cause the deed of trust securing this Agreement to be released of record. If the evidence shows that the Occupancy Period was less than 15 years, then the Early Termination Amount must be paid in order for such deed of trust to be released.

7. The Purchaser and Utah Housing agree that they do not intend to be partners in the ownership of the Residence and that this Agreement shall not be interpreted as a partnership agreement. The Purchaser acknowledges that the sole purpose of this Agreement is to allow Utah Housing, for the consideration specified in Paragraph 1 above, to share a portion of the equity (if any) at the time of a re-sale.

IN WITNESS WHEREOF, the parties hereto have signed this Early Termination Agreement as of the day and year first above written.

THE PURCHASER:

(name)

(name)

Dated: _____, 20__

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed) and that said document was signed by her.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

UTAH HOUSING:

UTAH HOUSING CORPORATION

By: _____
[name]

Its:

Dated: _____, __, 20__

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the _____ of Utah Housing Corporation and that said document was signed by him in behalf of said entity.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

Exhibit A

Description of Property

That certain real property located in _____ County more particularly described as follows:

Tax ID # _____

SAMPLE



