

GRAND COUNTY

Planning Commission

Monday, March 23, 2020
4:00 P.M. Regular Meeting

VIRTUAL MEETING

****PLEASE NOTE: THIS MEETING WILL BE HELD REMOTELY****

Join via Google Hangouts: <https://meet.google.com/vxj-kavk-uor?hs=122>

Or Call in to meeting: 1-505-445-7503 when prompted, enter pin# 876 295 842#

If you would like to make a comment, please text 970-549-2307 or e-mail
mdunbarirwin@grandcountyutah.net

Type of Meeting:	Regular Meeting
Facilitator:	Chair Abigail Scott
Attendees:	Planning Commissioners, interested citizens, and staff

4:00 PM

Regular Meeting	<i>Chair</i>
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Citizens to be heard	<i>Chair</i>
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Ex Parte Communications	<i>Chair</i>
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Action Item Public Meeting	Rancho Nuevo (Glen Lent, Alpine Development, Preliminary Plat): 8-lot subdivision located at 2775, 2753, & 2757 Nuevo Court	<i>Staff</i>
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Discussion Item	General Plan Workshop	<i>Chair</i>
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5:00 PM

Action Item Public Hearing	**Postponed** Willow Springs Campground (Reed Pendelton on behalf of Paul and Vickie Morris, OAO): A 43 RV Site, 15 Cabin Site, and 5 Tent Site Campground and Mixed Use development located at 13733 North Highway 191	<i>Staff</i>
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Action Item Public Hearing	**Postponed** OK RV Park Employee Housing (Adam Oris on behalf of Funstays OK LLC, OAO): A 6 RV Site for Employee Housing improvement to the existing campground located at 3324 Spanish Valley Drive (tentatively re-scheduled for April 13, 2020)	<i>Staff</i>
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Future Considerations	<i>Chair & Staff</i>
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County Council Update – Jaylyn Hawks	<i>Council Liaison</i>
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ADJOURN

DEFINITIONS:

Public hearing = a hearing at which members of the public are provided a reasonable opportunity to comment on the subject of the hearing.

Public meeting= a meeting required to be open to the public pursuant to the requirements of Title 52, Chapter 4, Open and Public Meetings; the public may or may not be invited to participate.

Legislative act = action taken by the County Council or Planning Commission; amending ordinances, adopting general plan, Annexations, zoning and rezoning; a reasonable debatable action that could promote the general welfare of the community.

Agenda Summary
GRAND COUNTY COUNCIL
March 23, 2020

TITLE:	Rancho Nuevo Preliminary Plat
FISCAL IMPACT:	N/A
PRESENTER(S):	Community and Economic Development Staff

Prepared By:
GRAND COUNTY
COMMUNITY
DEVELOPMENT

FOR OFFICE USE ONLY:

Attorney Review:

N/A

MOTION :

Move to approve the Rancho Nuevo Subdivision Preliminary Plat, and send a favorable recommendation to the County Council for Final Plat.

STAFF RECOMMENDATION:

Review and consider application materials provided to the Planning Commission related to the proposed application. This is an administrative decision.

BACKGROUND:

See staff report.

ATTACHMENT(S):

1. Agenda Summary
2. Staff Report
3. Preliminary Plat
4. Title Report
5. Drainage Plan
6. CC&R Documents
7. Application Fee



STAFF REPORT

DATE: Monday, March 23, 2020

TO: Grand County Planning Commission

SUBJECT: Preliminary Plat

PROPERTY OWNER: Rancho Nuevo, LLC

PROP. OWNER REP: Glen Lent

ENGINEER: City Consultants – Greg Day, PE

PROPERTY ADDRESS: 2775, 2753, & 2757 Nuevo Court

SIZE OF PROPERTY: 5.71 Acres

EXISTING ZONE: Large Lot Residential (LLR)

EXISTING LAND USE: Residential / Vacant Lot

ADJACENT ZONING AND LAND USE(S): Large Lot Residential (LLR)

APPLICATION TYPE

Preliminary Plat. Proposed eight (8) lots in the Large Lot Residential (LLR) Zone.

STAFF RECOMMENDATION: Approve

Comments (optional): Staff recommends approval of the Rancho Nuevo Preliminary Plat and send a favorable recommendation to the County Council to approve the Final Plat. The applicant has provided all necessary materials and addressed comments from the DRT satisfactorily to comply with the requirements for a Preliminary Plat approval.

Outstanding items prior to Final Plat approval include: addressing "side" setbacks noted as 5' on the Preliminary Plat, calling out a project buffer of at least 20' around the subdivision, labeling Public Utility Easements on the plat, completing any required drainage study, noting cross-lot drainage easements on the Plat, possibly changing the shape of Lot #5 and dedicating floodplain as open space, designing fire turnarounds as required, submitting a lighting plan if necessary, and dedicating the necessary ROW half-width and required improvements to Nuevo Court.

APPLICATION PROCEDURE

Decision Type: Legislative

Public Notices: ☒ Public Meeting at:

- ☒ Planning Commission
- ☒ County Council

☐ Public Hearing at:

- ☐ Planning Commission
- ☐ County Council

Attachments:

- | | |
|---|---|
| <input type="checkbox"/> Approval Letters | <input type="checkbox"/> Legal Description |
| <input type="checkbox"/> Site Plan | <input type="checkbox"/> Public Comments |
| <input type="checkbox"/> Landscape Plan | <input type="checkbox"/> Agency Comments |
| <input type="checkbox"/> Vicinity Map | <input type="checkbox"/> Response to Standards |
| <input type="checkbox"/> Legal Notice | <input checked="" type="checkbox"/> Other: Preliminary Plat, Title Report, Drainage Study, CC&R Documents, & Application Fee. |

SUMMARY OF REQUEST

The subject property is 5.71 acres across three parcels located at 2775, 2753, & 2757 Nuevo Court.

Rancho Nuevo subdivision will be eight (8) lots, as allowed by the underlying zone.

SITE IMPROVEMENTS / ADDITIONS / CHANGES

The Rancho Nuevo subdivision will create eight (8) lots between 0.5 and 1.01 acres within an existing three (3) lots on Nuevo Court. The development will extend water, sewer, & electrical utilities. Drainage is planned as single-lot detention ponds. Applicant is aware cross-lot drainage easements will need to be dedicated for potential overflow. Half-width improvements along Nuevo Court will be required along the project's road frontage.

CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT

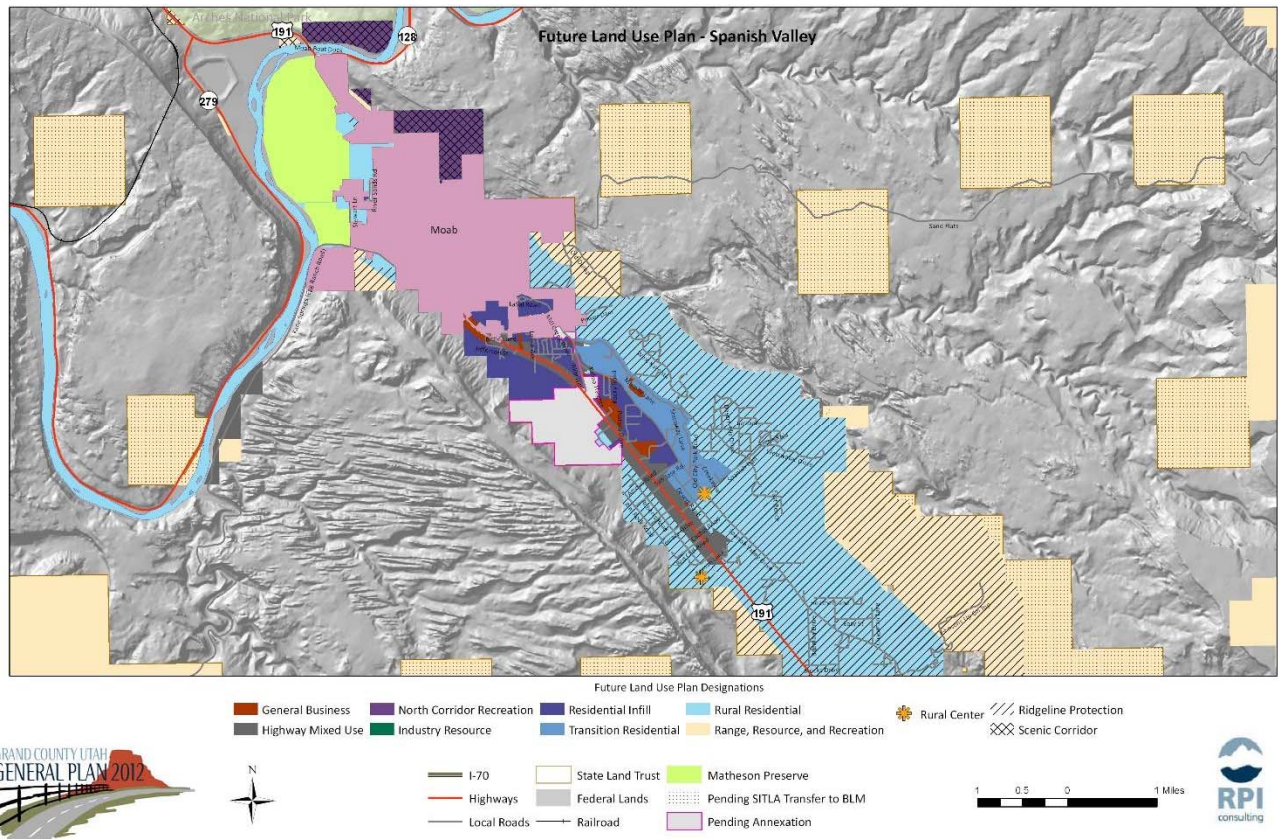
9.4.4 Issues for Consideration

The Planning Commission shall, in its action on the preliminary plat, consider Article [7](#), Subdivision Standards, the physical arrangement of the subdivision, and determine the adequacy of street right-of-way and alignment, the street standards of Grand County, the existing street pattern in the area and with all applicable provisions of the General Plan. The Planning Commission shall also ascertain that adequate easements for proposed or future utility service and surface drainage are provided, and that the lot size and area are adequate to comply with the minimum requirements for the underlying zone district and for the type of sanitary sewage disposal proposed. [Ord. 546, 2016.] *Staff is confident that the physical arrangement of lots is adequate to meet Grand County standards. However, the following must be addressed prior to Final Plat:*

- *drainage easements across properties within the subdivision must be dedicated*
- *driveways must comply with fire turnaround requirements*
- *utility services will need to be extended to provide service for the proposed subdivision*
- *Public Utility Easements must be labeled as such on the Final Plat*

COMPATABILITY WITH GENERAL PLAN

Staff believes the proposed subdivision is supported by the General Plan. Nuevo Court is located in the "Transition Residential Zone" within the Future Land Use Plan map (See below). This designation within the FLUP suggests Single Family Residential development at two units per acre base density and up to 3.2 dwelling units per acre. This project will result in a density of 1.4 dwellings per acre.



COMPATABILITY WITH LAND USE CODE (ZONING)

The subject property is zoned Large Lot Residential (LLR). The proposed density is compliant with the LUC.

LAND USE CODE REFERENCE SECTIONS

(See staff comments in colored italics)

5.4.1 Residential Development Standards

Development projects may include a mix of housing types as set forth in Section 3.1, Use Table.

A. Residential Density and Dimensional Standards

Residential development shall be subject to the maximum density and dimensional standards of the underlying base zoning district in accordance with the following table.

Residential Zoning Districts					
Development Standard	MFR	SLR	LLR	RR	RG
Max. Density (units/acre)	8	5	2	1	0.20
Min. Project Boundary Buffer Parcel Size	5,445	8,712	21,780	21,780	21,780
Min. Front Yard and Street Side Yard	10'	20'	25'	25'	25'
Min. Interior Side Yard*	10'	10'	10'	15'	15'
Min. Rear Yard	10'	10'	20'	20'	20'
Min Lot Width*	80'	50'	100'	130'	130'
Bldg. Coverage Max.	55%	45%	25%	25%	25%
Max. Height Principal Structure	28'	28'	35'	35'	35'

Max. Height Accessory Structure	28'	28'	35'	35'	35'
*Side setback and min. lot width does not apply to townhome and multi-family shared walls.					

The Applicant's proposed setbacks comply with the base zone at 25' in the front, 10' on the sides and 20' in the rear. The proposed setbacks are shown on the Preliminary Plat (in a table).

B. Project Boundary Buffer

1. Project boundary buffers are intended to provide a suitable transition between the proposed subdivision and adjacent development. Buffers are required along all sides of the proposed subdivision that share a boundary with a protected zone district, excluding arterial or collector streets. For projects providing 20 percent or more affordable housing units as defined by Section 6.14, the project boundary buffer on each edge shall be 20 feet. For all other projects, the project boundary buffer on each edge shall be 20 feet or the proposed building height, whichever is greater.

Preliminary Plat does not call-out the necessary buffer surrounding the project. These need to be noted and designated.

2. Buffer width shall be measured perpendicular to the property lines that define the project area.

C. Mix of Housing Types

Two-family, townhouse, multi-family residential units may comprise no more than 50 percent of the total dwelling units of any proposed conventional residential subdivision. In no case shall the district density be exceeded for the overall site.

This project proposes single family residential lots at a maximum density of 2/acre and an average density of 1.4/acre.

D. Constrained Lands

1. Maximum allowable density for constrained lands (or portion of property which constitutes constrained lands) as described in this subsection (below) in all subdivision types shall be reduced by a minimum of 50 percent (see also Section [5.6](#), Measurements, Computations, and Exceptions).

Applicant has indicated that he will remove the land in the floodplain from Lot #5 and dedicate it as open space, thereby leaving no constrained lands in the development as planned. This could be a condition of approval.

2. Constrained lands include lands with natural slopes greater than 30 percent, jurisdictional wetlands, lands in the 100 year floodplain, public drinking water supply water sources (recharge areas for the aquifer in the Glen Canyon Formation), lands affected by unmitigable geo-hazards, and riparian habitats and archeological sites.

Lot #5 currently includes a section of the 100 year floodplain. See above comment.

3. Constrained lands in all developments and subdivisions shall be identified on plats and remain unoccupied by buildings or impervious surfaces, unless the applicant demonstrates to the County Council that this provision would constitute an unusual hardship and is counter to the purposes of this LUC. In cases where a hardship is granted not more than ten percent of any constrained land area shall be occupied by such surfaces.

Applicant has shown the lands in Zone AE on the plat.

E. Land Suitability

The County shall not approve the subdivision of land if, from adequate investigations conducted by all public agencies concerned, it has been determined that in the best interest of the public, the site is not suitable for platting and development purposes of the kind proposed. Land deemed to be environmentally unsuitable shall not be platted for residential occupancy, or for such other uses as may increase danger to health, life, or property, or aggravate erosion or flood hazard. Such land within the plat shall be restricted for such uses as shall not be endangered by periodic or occasional inundation or shall not produce unsatisfactory living conditions.

The land has not been deemed unsuitable for platting or development with the exception of the corner of Lot #5 in the floodplain. This has been addressed with the applicant.

Article 6 – General Development Standards

The following items need to be addressed prior to final plat approval: lighting plan, drainage design, and adequate solutions for the subsurface flow and potentially unstable soils. All other standards in Article 6 appear to be satisfied.

Article 7 – Subdivision Standards

7.2.2 Side Lot Lines

Side lot lines shall be substantially at right angles to street lines unless otherwise approved by the Planning Commission.

For the most part, lot lines are at right angles to street lines.

7.2.3 Street Frontage Required

Each lot or building tract shall front upon a public street. *Each proposed lot fronts upon a proposed public street.*

7.3.2 Street Layout

Unless otherwise approved by the Planning Commission, provisions shall be made for the extension of streets and in accordance with the requirements of the Grand County Transportation Plan and Grand County Construction Standards. All streets shall bear a logical relationship to the topography and to the location of existing or planned streets on adjacent properties. Adequate local streets shall be provided to accommodate the subdivision and provide access to lots. Where the layout of streets is not shown in the Grand County Transportation Plan, the arrangement of streets in a subdivision shall either:

- A.** Provide for the continuation or appropriate projection to existing principal streets in surrounding areas; or
- B.** Conform to a plan for a neighborhood or planned unit development approved by the Planning Commission to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impracticable or where neighborhood design makes a varied plan appropriate.

Subdivision meets requirements of 7.3.2(A) & (B).

7.3.8 CulDeSacs

Culdesacs shall not exceed 1000 feet in length or serve more than 20 dwelling units and shall have a turnaround diameter of 100 feet, subject to the limitations of the Grand Construction Standards. Ordinarily, cul-de-sacs are discouraged as they do not result in a continuation or conformance to existing streets or streets pattern, and may be used only where unusual drainage or land ownership configurations exist that make other designs impractical.

The proposed preliminary plat has no interior streets. It is located on a dead-end street, Nuevo Court, and the number of dwelling units proposed, at an assumption of one (1) per lot, complies with the 20-unit limit imposed on Nuevo Court. Any ADUs or additional residences will be subject to the current dwelling unit count for Nuevo Court.

7.3.11 Street Design Standards

Street and alley widths, curves, grades design speed and centerline radius shall meet the Grand Construction Standards, which is summarized, in part, as follows:

**TABLE 2
MINIMUM STREET DESIGN STANDARDS**

Classification	Major Collector Public Street	Minor Collector Public Street	Local Type I Public Street	Local Type II Public Street	Private Lane	Private Access Tract	Alley
Design Speed	35	35	25-30	20-30	20-30	10-15	10-15
R-O-W Width	80 ft.	66 ft.	56 ft.	56 ft.	44 ft.	24 ft.	20-30'
Surface Width	60 ft.	50 ft.	34ft. *** 38 ft in OAO zone district	24 ft.	24 ft.	20	20-30'
Travel Lanes	4	2	2	2	2	2	2
Lane Widths	12 ft.	12 ft.	11 ft.	11 ft.	11 ft.	8 ft.	10 ft
Sidewalk Placement	Yes *	Yes *	Yes *	Yes *	Yes *	None	None
Min.-Max. Grades	.5% - 8%	.5% - 8%	.5% - 10%	.5% - 12%	.5% - 12%	.5% - 12%	.5-12%
Min. Horizontal & Alignment Radius	450 ft.	450 ft.	250 ft.	150 ft.	150 ft.	75 ft.	75 ft.
Intersection Grade	.5% - 3%	.5% - 4 %	.5% - 4 %	.5% - 4%	.5% - 12%	N/A	N/A
On-Street Parking	None	Yes	Yes	None	None	None	None
Intersection Sight Distance	350 ft.	350 ft.	300 ft.	300 ft.	300 ft.	N/A	Per AASHTO
Stopping Sight Distance	325 ft.	325 ft.	250 ft.	200 ft.	200 ft.	100 ft.	100 ft.
Curb Return Radius	25 ft.	25 ft.	20 ft.	15 ft.	15 ft.	15 ft.	15
Cul-de-sacs	None	None	ROW Diameter - 100' Min. radius - 40' Max. length - 1,000'	Same as Local	Same as Local	N/A	Per AASHTO
Shoulders	6 ft. - 4 Lanes 0 ft. - 5 Lanes	13 ft. - 2 Lanes 7 ft. - 3 Lanes	8 FT	10 FT	10 FT	None	None

* Sidewalks may not be required in all circumstances. Sidewalk, when required, shall be 5 feet in width in the NB, Neighborhood Business District and the GB, General Business District; or 6 feet in width if installed adjacent to a curb. Sidewalks built in all other district shall be 4 feet in width.

** Curb and gutter may not be required in all circumstances. Curb and gutter when required shall be of the type determined by the County Engineer.

*** In the Overnight Accommodation Overlay zone (OAO), all County Road surface widths shall be at least 38 feet.

Nuevo Court, as a Local Type II Public Street, has sufficient right-of-way. For a Local Type II, the ROW width must be 56' and the surface width must be 24'. In the proposed preliminary plat, Nuevo Court has adequate ROW width but inadequate surface width (22'). This will be part of the required half-width improvements. Other design standards will be reviewed as part of the final plat and construction document review.

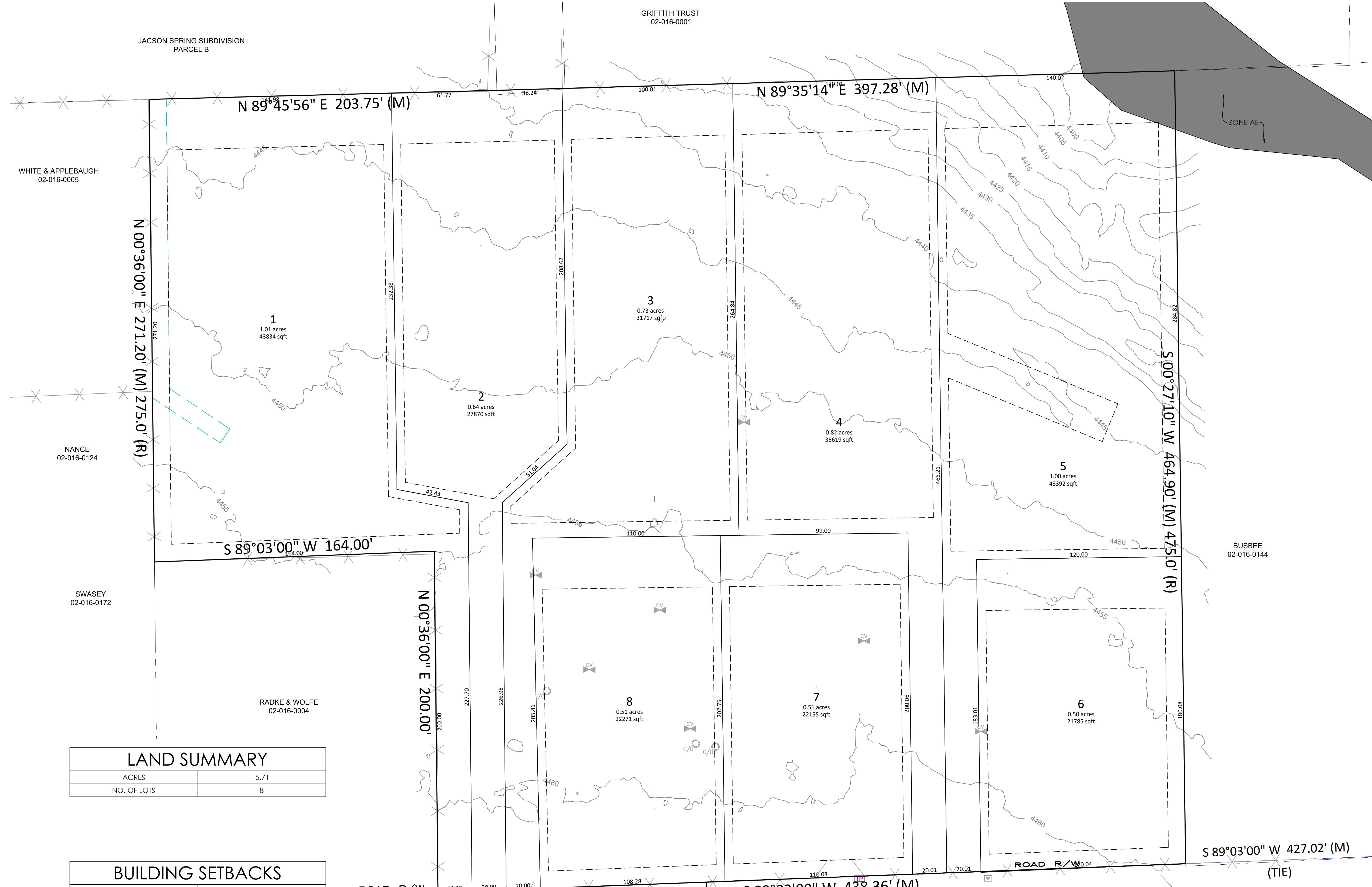
7.4.2 Sidewalks

Sidewalks shall be 5 feet in width in the NB, Neighborhood Business District and in the GB, General Business District; or 6 feet in width if installed adjacent to a curb. Sidewalks built in all other districts shall be 4 feet in width. The construction specification of all sidewalks will conform to the Grand Construction Standards (maintained in the office of the Grand County Road Superintendent).

Due to the fact that sidewalks are not present on the rest of Nuevo Court, the applicant will not be required to provide sidewalks on their portion.

PROPERTY HISTORY

The Rancho Nuevo subdivision is proposed on vacant residential lots.



LAND SUMMARY

ACRES	5.71
NO. OF LOTS	8

BUILDING SETBACKS

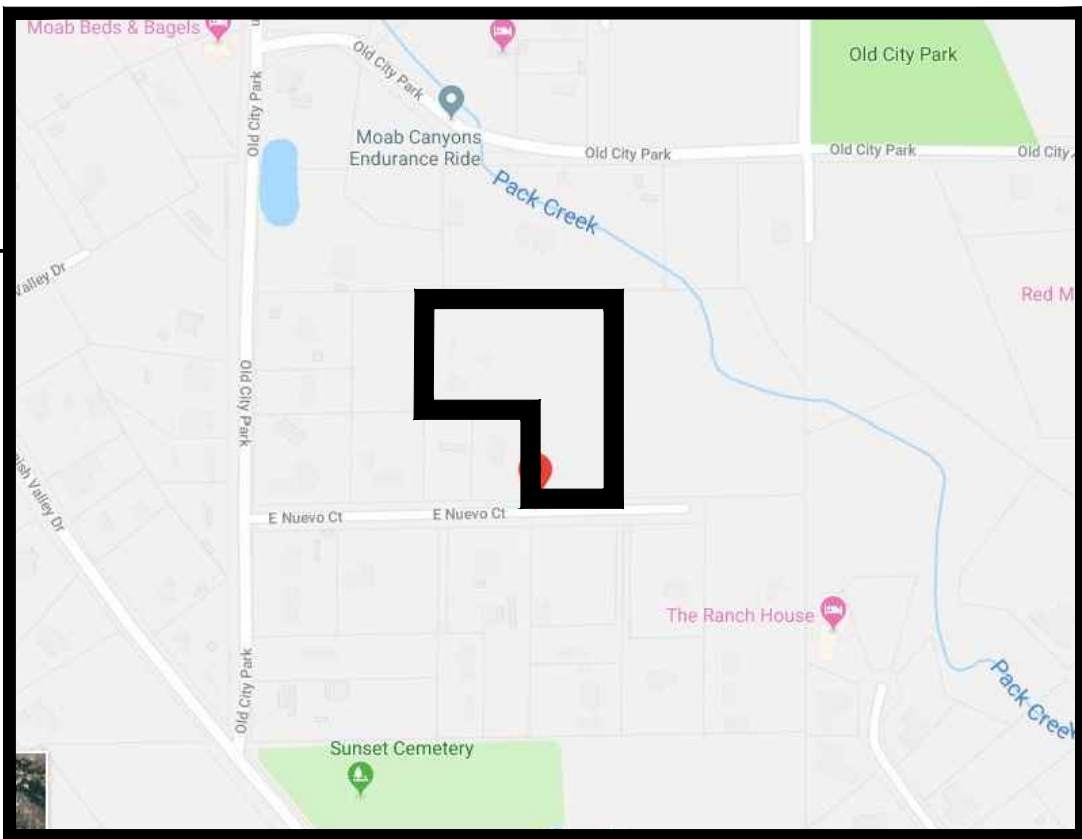
FRONT	25
SIDEYARD	10
REAR	20
SIDE	5
LOT WIDTH	100

PUBLIC UTILITY AND DRAINAGE EASEMENTS

FRONT	10
REAR	20
SIDE	5

LEGEND

BOUNDARY	BOUNDARY
ROW	ROW
CENTERLINE	CENTERLINE
LOT LINE	LOT LINE
EASEMENT	EASEMENT
15" STORM DRAIN	15" STORM DRAIN
8" SANITARY SEWER	8" SANITARY SEWER
8" CULINARY WATER	8" CULINARY WATER
8" SECONDARY WATER	8" SECONDARY WATER
CONTOUR MAJOR	CONTOUR MAJOR
CONTOUR MINOR	CONTOUR MINOR
EXIST. STORM DRAIN	EXIST. STORM DRAIN
EXIST. SANITARY SEWER	EXIST. SANITARY SEWER
EXIST. CULINARY WATER	EXIST. CULINARY WATER
EXIST. FENCE	EXIST. FENCE
EXIST. CONTOUR MAJOR	EXIST. CONTOUR MAJOR
EXIST. CONTOUR MINOR	EXIST. CONTOUR MINOR
SIGN	SIGN
STREET LIGHT	STREET LIGHT
SD MH, INLET, AND COMBO	SD MH, INLET, AND COMBO
SEWER MANHOLE	SEWER MANHOLE
VALVE, TEE & BEND	VALVE, TEE & BEND
WATER BLOW-OFF	WATER BLOW-OFF
FIRE HYDRANT	FIRE HYDRANT
STREET MONUMENT (TO BE SET)	STREET MONUMENT (TO BE SET)
EXIST. STREET MONUMENT	EXIST. STREET MONUMENT
EXIST. SD INLET & MH	EXIST. SD INLET & MH
EXIST. SEWER MH	EXIST. SEWER MH
EXIST. VALVE, TEE, & BEND	EXIST. VALVE, TEE, & BEND
EXIST. FIRE HYDRANT	EXIST. FIRE HYDRANT
SPOT ELEVATION	SPOT ELEVATION



VICINITY MAP

RANCHO NUEVO
GRAND COUNTY, UTAH
PRELIMINARY PLAT

REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

PRELIMINARY
PLAT

Scale:	1"=30'	Drawn:	GBD
Date:	12/04/19	Job #:	----
Sheet:			

C01

South Eastern Utah Title

Invoice

150 E. 100 N.
P.O. Box 700
Moab, UT 84532

Date	Invoice #
1/24/2020	2020-G-29

Bill To
Glen Lent glen@alpine-developement.com


Regarding:
6 acre - Nuevo Ct Moab UT

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		1/24/2020			

Quantity	Item Code	Description	Price Each	Amount
	200	TITLE SEARCH / REPORT	150.00	150.00

			Total	\$150.00
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Phone #	Fax #
435-259-7635	435-259-7637

 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

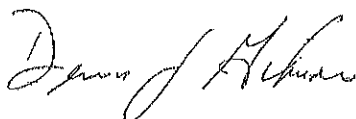
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

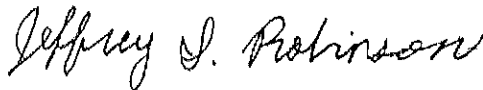
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment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

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

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

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This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

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- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The Issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The Issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: South Eastern Utah Title Company

Issuing Office's ALTA® Registry ID: 00002907

Commitment No.: 2020-G-29

Property Address: 2775 E, 2757 E & 2753 E, Nuevo Court, Moab, UT 84532

Revision No.:

Issuing Office: 150 East 100 North, Moab, UT 84532

Loan ID No.:

Issuing Office File No.: 2020-G-29

SCHEDULE A

1. Commitment Date: 01/22/2020 at 8:00 AM
2. Policy to be issued:
 - a.

Proposed Insured:
Proposed Policy Amount: \$
Title Premium: \$
Endorsements: NONE
 - b.


Proposed Insured:
Proposed Policy Amount: \$
Title Premium: \$
Endorsements:
☒
☒
☒
3. The estate or interest in the Land described or referred to in this Commitment is fee simple
4. The Title is, at the Commitment Date, vested in:
Rancho Nuevo, LLC, a Utah Limited Liability Company
5. The Land is described as follows:
Property description set forth in Exhibit A attached hereto and made a part hereof.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: 2020-G-29

SCHEDULE B, PART I

Requirements


All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Title Company did not find a Deed of Trust or Mortgage on the property, please inform the Title Company if this is not correct.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BII	

Commitment No.: 2020-G-29

SCHEDULE B, PART II

Exceptions

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


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

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

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	First American Title™	ALTA Commitment for Title Insurance <small>ISSUED BY</small> First American Title Insurance Company
Schedule BII		

Commitment No.: 2020-G-29

SCHEDULE B, PART II (Continued)

Exceptions (Continued)

NOTE: The above standard exceptions numbered 1 through 7 will not appear in any Extended Coverage Policy to be issued hereunder.


8. Taxes for the year 2020, now accumulating, not yet due. Taxes for the year 2019 are PAID in the of \$1,584.21 on 02-0016-0127 and in the amount of \$637.62 on 02-0016-0128 and in the amount of \$743.89 on 02-0016-0007.

Tax Parcel # 02-0016-0127 (Parcel 1) 02-0016-0128 (Parcel 2) 02-0016-0007 (Parcel 3)
9. Claim, right, title or interest to water or water rights whether or not shown by the public records.
10. Ditches, canals, easements, rights of way or fence lines that may be established upon said land.
11. Said land is located within the boundaries of Grand County, and may be subject to taxes or assessments levied by said County/District.
12. Any rights, title or interests in coal, oil, gas and minerals of any kind, together with any associated rights to mine or remove said minerals, and in any leases for minerals, including oil and gas, that are shown or not shown in the public records. The following reservations were found of record:
a) Any claim, right, title or interest under the Reservation by George M. White and Francis R. White of all gas and oil rights as disclosed in the Warranty Deed, recorded January 8, 1962 in Book 105 at page 98 as entry no. 296833. The Title Company has not verified the vested current owner of this severed interest.
13. Overlaps on adjacent property as a result of overlapping descriptions.
14. Rights and servitudes associated with the creek, and any changes in its course.
15. The Survey prepared by Sunrise Engineering, Inc., recorded August 13, 1996 in Book 490 at page 124 as entry no. 437382.
16. A Utility Line Easement executed by Betty Tibbetts in favor of A. Lynn and Kathryn G. Jackson, recorded June 15, 2000 in Book 548 at page 573 as entry no. 451476.
17. The ALTA/NSPS LAND TITLE SURVEY prepared by Lucas Blake of Red Desert Land Surveying dated May 31, 2019.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

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	First American Title™	ALTA Commitment for Title Insurance
Schedule BII		ISSUED BY First American Title Insurance Company

Commitment No.: 2020-G-29

SCHEDULE B, PART II (Continued)

Exceptions (Continued)

18. Tenants in possession, any current leases or rentals.

Note: After a search of the Utah State Water records, It appears that there is an appurtenant State Water Right #05-948.

A Judgment, Federal Tax Lien, Utah State Bankruptcy, and National SDN search was made in the following names.

Owner(s): RANCHO NUEVO, LLC

TITLE INQUIRIES concerning this Commitment can be directed to:
Leanne Blackmon/Title Agent ~ leanne@southeasttitle.com

EMAIL CLOSING DOCUMENTS TO:
Petrea Oman/Escrow Agent ~ petrea@southeasttitle.com
Shauna Vink/Escrow Agent ~ shauna@southeasttitle.com

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule C

File No.: 2020-G-29

LEGAL DESCRIPTION

The Land referred to in this policy is described as follows:

THE LAND IS LOCATED IN GRAND COUNTY, STATE OF UTAH AND DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING NORTH 0 DEG. 36' EAST 535 FEET FROM THE SE CORNER OF SECTION 16, T26S, R22E, SLB&M AND FROM THE MONUMENT SURVEY SOUTH 89 DEG. 03' WEST 500.8 FEET, PROCEEDING THENCE NORTH 0 DEG. 36' WEST 475 FEET, THENCE SOUTH 89 DEG. 03' WEST 372 FEET, THENCE SOUTH 0 DEG. 36' WEST 275 FEET, THENCE NORTH 89 DEG. 03' EAST 230 FEET, THENCE SOUTH 0 DEG. 36' WEST 200 FEET, THENCE NORTH 89 DEG. 03' EAST 142 FEET TO THE POINT OF BEGINNING.

ALSO:

BEGINNING NORTH 00 DEG. 36'00" EAST 535.00 FEET FROM THE SE CORNER OF SECTION 16, T26S, R22E, SLBM, AND PROCEEDING THENCE SOUTH 89 DEG. 03'00" WEST 427.10 FEET TO THE SW CORNER OF THE BUSBEE TRACT; THENCE SOUTH 89 DEG. 03'00" WEST 73.70 FEET TO THE SE CORNER OF FARROW PARCEL RECORDED IN BOOK 796, PAGE 674, ENTRY NO. 503577; THENCE ALONG SAID PARCEL NORTH 00 DEG. 36'00" WEST 466.73 FEET TO A FENCE LINE; THENCE WITH SAID FENCE LINE SOUTH 89 DEG. 35'14" EAST 82.25 FEET TO A POINT ON THE BUSBEE TRACT; THENCE WITH SAID TRACT SOUTH 00 DEG. 27'10" WEST 464.90 FEET TO THE POINT OF BEGINNING.

EXCEPTING therefrom all gas and oil rights, that have been previously reserved or transferred in prior documents.

PARCEL 2:


BEGINNING NORTH 0 DEG. 36' EAST 535 FEET FROM THE SE CORNER OF SECTION 16, T26S, R22E, SLB&M AND SOUTH 89 DEG. 03' WEST 642 FEET, PROCEEDING THENCE NORTH 0 DEG. 36' EAST 200 FEET, THENCE SOUTH 89 DEG. 03' WEST 121 FEET, THENCE SOUTH 0 DEG. 36' WEST 200 FEET, THENCE NORTH 89 DEG. 03' EAST 121 FEET TO THE POINT OF BEGINNING.

EXCEPTING therefrom all gas and oil rights, that have been previously reserved or transferred in prior documents.

PARCEL 3:

BEGINNING NORTH 0 DEG. 03' EAST 535 FEET FROM THE SE CORNER SECTION 16, T26S, R22E, SLB&M AND SOUTH 89 DEG. 03' WEST 872.9 FEET, THENCE PROCEEDING NORTH 0 DEG. 36' WEST 200 FEET, THENCE SOUTH 89 DEG. 03' WEST 164 FEET, THENCE NORTH 0 DEG. 36' EAST 275 FEET, THENCE NORTH 89 DEG. 03' EAST 164 FEET, THENCE SOUTH 0 DEG. 36' WEST 245 FEET, THENCE NORTH 89 DEG. 03' EAST 20 FEET, THENCE SOUTH 0 DEG. 36' WEST 30 FEET, THENCE NORTH 89 DEG. 03' EAST 89 FEET, THENCE SOUTH 0 DEG. 36' WEST 200 FEET, THENCE SOUTH 89 DEG. 03' WEST 109 FEET TO THE POINT OF BEGINNING.

EXCEPTING therefrom all gas and oil rights, that have been previously reserved or transferred in prior documents.

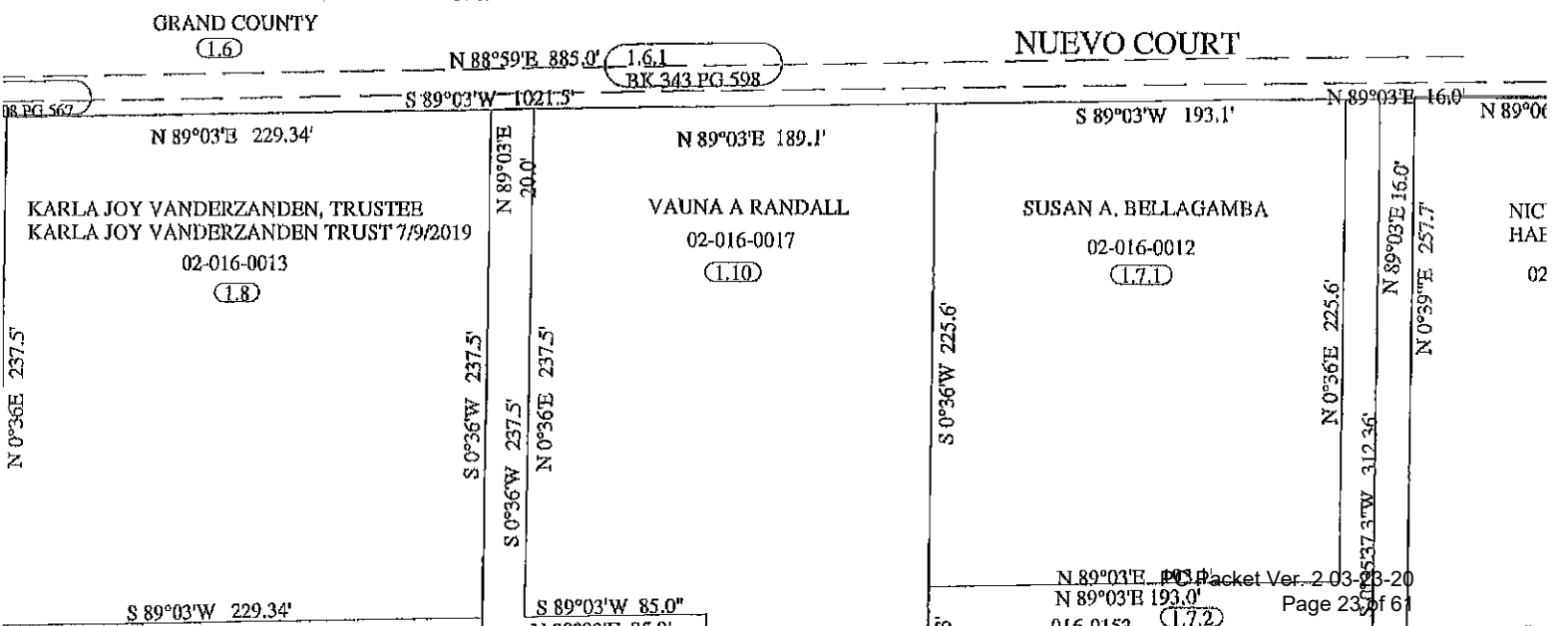
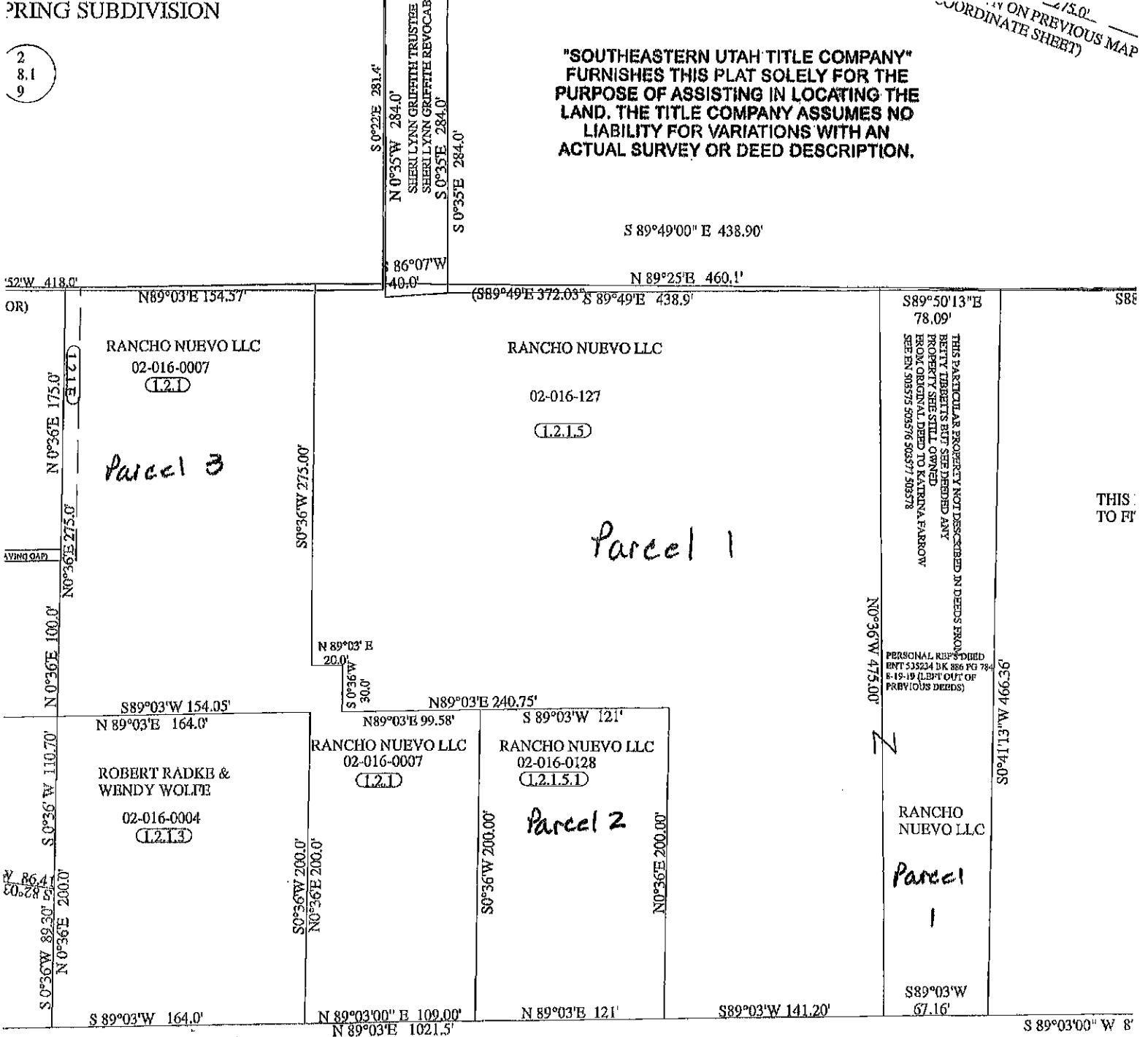
 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Chain of Title	

File No.: 2020-G-29

The only conveyances affecting said land, constituting a twenty-four (24) month chain of title, are as follows:

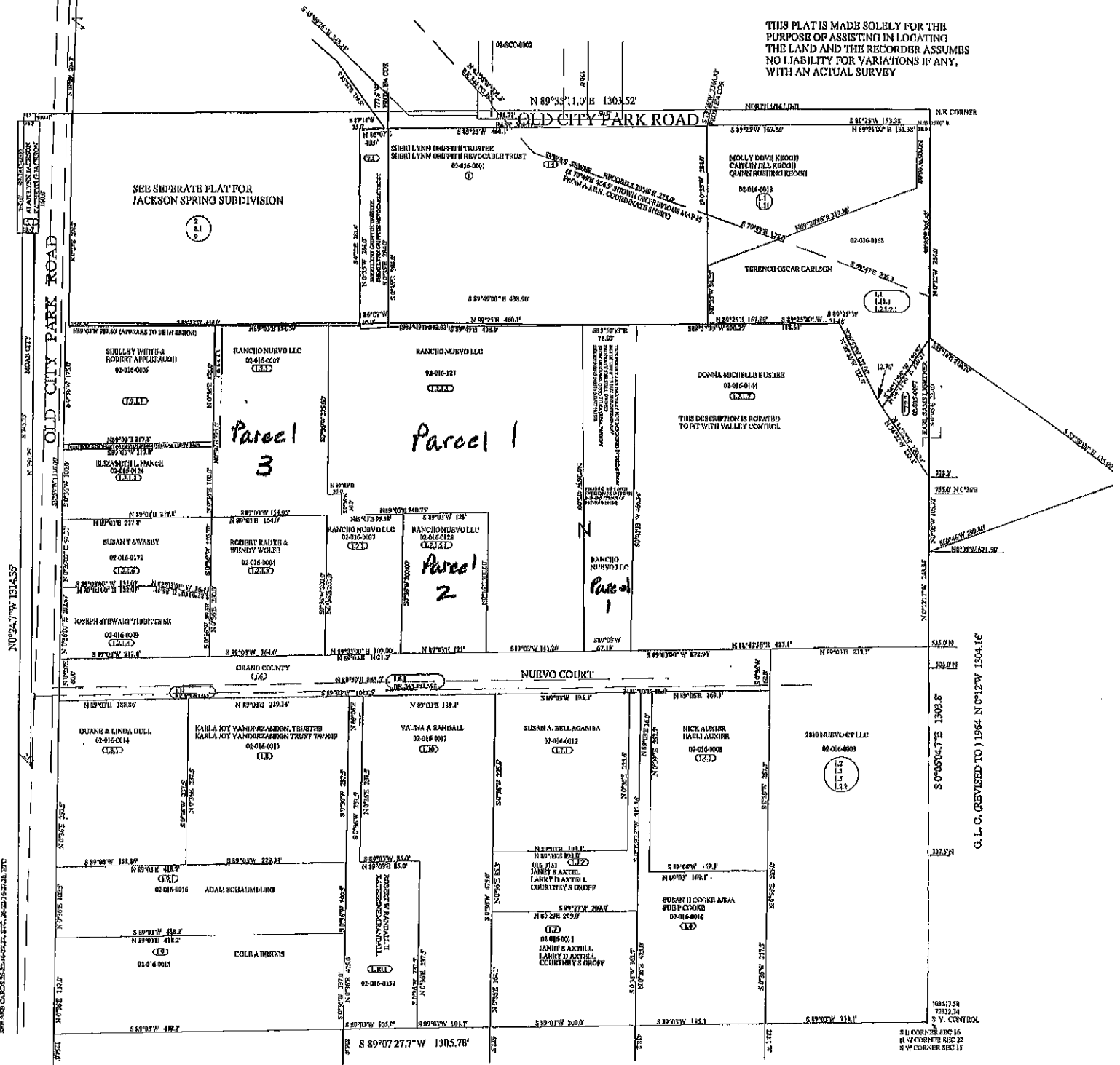
1. Katrina E. Farrow to Rancho Nuevo, LLC, a Utah Limited Liability Company by deed dated 08/28/2019 and recorded on 08/29/2019 in Book 887 at Page 333 as Instrument Number 535341 in the Official Records of the Grand County Recording Office.
2. Estate of Betty Tibbetts to Katrina E. Farrow by deed dated 08/15/2019 and recorded on 08/19/2019 in Book 886 at Page 784 as Instrument Number 535234 in the Official Records of the Grand County Recording Office.

"SOUTHEASTERN UTAH TITLE COMPANY"
FURNISHES THIS PLAT SOLELY FOR THE
PURPOSE OF ASSISTING IN LOCATING THE
LAND. THE TITLE COMPANY ASSUMES NO
LIABILITY FOR VARIATIONS WITH AN
ACTUAL SURVEY OR DEED DESCRIPTION.



SE¹/₄SE¹/₄ SECTION 16 T 26 S R 22 E SLM

THIS PLAT IS MADE SOLELY FOR THE
PURPOSE OF ASSISTING IN LOCATING
THE LAND AND THE RECORDER ASSUMES
NO LIABILITY FOR VARIATIONS IF ANY,
WITH AN ACTUAL SURVEY



**"SOUTHEASTERN UTAH TITLE COMPANY"
FURNISHES THIS PLAT SOLELY FOR THE
PURPOSE OF ASSISTING IN LOCATING THE
LAND. THE TITLE COMPANY ASSUMES NO
LIABILITY FOR VARIATIONS WITH AN
ACTUAL SURVEY OR DEED DESCRIPTION.**

Parcel 1

GRAND COUNTY CORPORATION Tax Roll Master Record

January 22, 2020

12:37:21PM

Parcel: 02-0016-0127	Serial #:26-22-16-1.2.1.5	Entry: 535341
Name: RANCHO NUEVO LLC		
c/o Name:	Property Address	
Address 1: 11629 S 700 E STE 150	NUEVO CT 2775	
Address 2:	MOAB	84532-0000
City State Zip: DRAPER UT 84020-0000	Acres: 3.82	
Mortgage Co:		
Status: Active	Year: 2020	District: 002 SPANISH VALLEY
		0.010627

Owners	Interest	Entry	Date of Filing	Comment
RANCHO NUEVO LLC		535341	08/29/2019	(0887/0333)

Property Information	2020 Values & Taxes				2019 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BS01 RESIDENTIAL SECONDARY	0.00	49,034	49,034	521.08	49,034	49,034	521.08
LS01 SECONDARY LAND	1.00	60,000	60,000	637.62	60,000	60,000	637.62
LS03 LAND OVER 1 AC.	2.67	40,040	40,040	425.51	40,040	40,040	425.51
Totals:	3.67	149,074	149,074	1,584.21	149,074	149,074	1,584.21

Property Type	Year Built	Square Footage	Basement Size	Building Type
BS01 RESIDENTIAL SECONDARY	1977	966		SFR

**** ATTENTION !! ****	2020 Taxes:	1,584.21	2019 Taxes:	1,584.21
Tax Rates for 2020 have NOT BEEN SET OR	Special Fees:	0.00	Review Date 05/16/2017	
APPROVED! Any levied taxes or values shown on this	Penalty:	0.00		
printout for the year 2020 are SUBJECT TO CHANGE!!	Abatements: (0.00)		
(Using Proposed Tax Rate)	Payments: (0.00)		
	Amount Due:	1,584.21	NO BACK TAXES!	

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

FOR ASSESSING ONLY: BEG AT POINT WHICH BEARS N 527.8 FT & W 428.9 FT FROM SE COR SEC 16 T26S R22E SLB&M & PROC S 89°02'W 208.24 FT; N 0°36'E 200.0 FT; S 89°03'W 210.1 FT; N 0°36'E 30.0 FT; S 89°03'W 20.0 FT; N 0°36'E 245.0 FT; N 89°49'24"E 438.9 FT; S 0°41'13"W 466.36 FT TO POB 2.99 AC -/- BEG N 0°36'E 535.0 FT AND S 89°03'W 427.10 FT FROM SE COR SEC 16 T26S R22E; TH S 89°03'W 73.70 FT; N 0°36'W 466.73 FT; S 89°35'14"E 82.25 FT; S 0°27'10"W 464.90 FT TO POB, 0.83 AC -/- TOTAL 3.82 AC

Parcel 2

January 22, 2020

GRAND COUNTY CORPORATION Tax Roll Master Record

12:38:01PM

Parcel: 02-0016-0128	Serial #:26-22-16-1.2.1.5.1	Entry: 535341
Name: RANCHO NUEVO LLC		
c/o Name:	Property Address	
Address 1: 11629 S 700 E STE 150	NUEVO CT 2757	
Address 2:	MOAB	84532-0000
City State Zip: DRAPER	UT 84020-0000	Acres: 0.55
Mortgage Co:		
Status: Active	Year: 2020	District: 002 SPANISH VALLEY
		0.010627

Owners	Interest	Entry	Date of Filing	Comment
RANCHO NUEVO LLC		535341	08/29/2019	(0887/0333)

Property Information	2020 Values & Taxes				2019 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LV01 LAND VACANT	0.55	60,000	60,000	637.62	60,000	60,000	637.62
Totals:	0.55	60,000	60,000	637.62	60,000	60,000	637.62

**** **ATTENTION !!** ****
 Tax Rates for 2020 have NOT BEEN SET OR
 APPROVED! Any levied taxes or values shown on this
 printout for the year 2020 are SUBJECT TO CHANGE!!
 (Using Proposed Tax Rate)

2020 Taxes:	637.62	2019 Taxes:	637.62
Special Fees:	0.00		
Penalty:	0.00	Review Date	
Abatements: (0.00)	05/16/2017	
Payments: (0.00)		
Amount Due:	637.62	NO BACK TAXES!	

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

BEG N 0°38'E 535 FT FROM THE SE COR SEC 16 T26S R22E SLB&M & S 89°03'W 642.8 FT & PROC N 0°36'E 200 FT; S 89°03'W 121 FT; S 0°36'W 200 FT; N 89°03'E 121 FT TO POB 0.55 AC

Parcel 3

January 22, 2020

GRAND COUNTY CORPORATION Tax Roll Master Record

12:39:53PM

Parcel: 02-0016-0007	Serial #:26-22-16-1.2.1	Entry: 535341
Name: RANCHO NUEVO LLC		
c/o Name:	Property Address	
Address 1: 11629 S 700 E STE 150	NUEVO CT 2753	
Address 2:	MOAB	84532-0000
City State Zip: DRAPER UT 84020-0000	Acres: 1.50	
Mortgage Co:		
Status: Active	Year: 2020	District: 002 SPANISH VALLEY
		0.010627

Owners	Interest	Entry	Date of Filing	Comment
RANCHO NUEVO LLC		535341	08/29/2019	(0887/0333)

Property Information	2020 Values & Taxes				2019 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LV01 LAND VACANT	1.50	70,000	70,000	743.89	70,000	70,000	743.89
Totals:	1.50	70,000	70,000	743.89	70,000	70,000	743.89

**** ATTENTION !! ****		2020 Taxes:	743.89	2019 Taxes:	743.89
Tax Rates for 2020 have NOT BEEN SET OR		Special Fees:	0.00	Review Date 05/16/2017	
APPROVED! Any levied taxes or values shown on this		Penalty:	0.00		
printout for the year 2020 are SUBJECT TO CHANGE!!		Abatements: (0.00)		
(Using Proposed Tax Rate)		Payments: (0.00)	NO BACK TAXES!	
		Amount Due:	743.89		

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

BEG N 0°36'E 535 FT FROM SE COR SEC 16 T26S R22E SLBM AND S 89°03'W 872.9 FT; TH PROC N 0°36'E 200 FT; TH S 89°03'W 164 FT; TH N 0°36'E 275 FT; TH N 89°03'E 164 FT; TH S 0°36'W 245 FT; TH N 89°03'E 20 FT; TH S 0°36'W 30 FT; TH N 89°03'E 89 FT; TH S 0°36'W 200 FT; TH S 89°03'W 109 FT TO P-O-B 1.50 A C SUBJECT TO AN ESMNT FOR A POWERLINE TO JACKSON EN 451476 BK 548 PG 573-575

History

PARCEL COMBINED WITH 02-16-0145 AND A PART OF 02-16-127

SOUTH EASTERN UTAH TITLE COMPANY

Serving Carbon, Emery, Grand and San Juan Counties

This Notice, which is required by governmental regulations, gives us the opportunity to welcome you and thank you for using the services of South Eastern Utah Title Company. If you have not had the opportunity to use our services before, we think you'll be happy with what we do. If you are one of the many loyal customers with whom we have worked with before, we extend a special "Thank You"

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In Order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore we have adopted this privacy policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, in person by telephone or any other means.

Information about your transactions with us, our affiliated companies, or others; and

Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain various safeguards to comply with federal regulations to guard your nonpublic personal information.

Should you have any questions regarding the above privacy policy, or if we can be of any assistance in your real estate transaction, please feel free to contact us.

We look forward together with you and assisting you with the completion of your transactions.

Recorded at the Request of:
South Eastern Utah Title Co. 60,081-G
Mall Tax Notice To:
Rancho Nuevo, LLC
11629 S 700 E., Suite 150
Draper, Utah 84020

Ent 535341 Bl 087 Pg 333 - 335
Date: 28-AUG-2019 4:12:39PM
Fee: \$40.00 Check Filed By: GKW
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: SOUTH EASTERN UTAH TITLE COMPANY

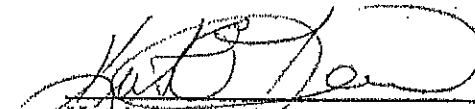
WARRANTY DEED

Katrina E. Farrow, as Grantor, hereby Conveys and Warrants to, Rancho Nuevo, LLC, a Utah Limited Liability Company, as Grantee, of Utah for the sum of ten dollars and other good and valuable consideration, the following described tract of land in GRAND County, State of Utah, to-wit:

See Attached EXHIBIT "A"

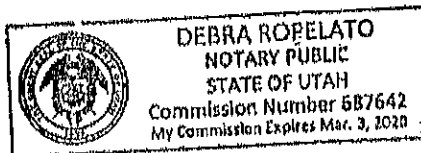
Subject to easements, reservations, rights-of-way and restrictions however evidenced.

Witness the hand of said Grantor, this 28th day of August, 2019.


Katrina E. Farrow

STATE OF Utah)
COUNTY OF Cache) (ss

On the 28th day of August, 2019, personally appeared before me, Katrina E. Farrow, the signer of the within instrument who duly acknowledged to me that she executed the same.





Notary Public
My commission expires: Mar 3, 2020

EXHIBIT "A"

PARCEL 1:

BEGINNING N 0 DEG. 36' E 535 FEET FROM THE SE CORNER OF SECTION 16, T26S, R22E, SLB&M AND FROM THE MONUMENT SURVEY S 89 DEG. 03' W 500.8 FEET, PROCEEDING THENCE N 0 DEG. 36' W 475 FEET, THENCE S 89 DEG. 03' W 372 FEET, THENCE S 0 DEG. 36' W 275 FEET, THENCE N 89 DEG. 03' E 230 FEET, THENCE S 0 DEG. 36' W 200 FEET, THENCE N 89 DEG. 03' E 142 FEET TO THE POINT OF BEGINNING.

EXCEPTING therefrom all gas and oil rights, that have been previously reserved or transferred in prior documents.

Tax Parcel No: 02-0016-0127

Property Address: 2775 NUEVO CT., MOAB, UTAH 84532
(Residential, per Grand County Tax Roll)

PARCEL 2:

BEGINNING N 0 DEG. 36' E 535 FEET FROM THE SE CORNER OF SECTION 16, T26S, R22E, SLB&M AND S 89 DEG. 03' W 642 FEET, PROCEEDING THENCE N 0 DEG. 36' E 200 FEET, THENCE S 89 DEG. 03' W 121 FEET, THENCE S 0 DEG. 36' W 200 FEET, THENCE N 89 DEG. 03' E 121 FEET TO THE POINT OF BEGINNING.

EXCEPTING therefrom all gas and oil rights, that have been previously reserved or transferred in prior documents.

Tax Parcel No: 02-0016-0128

Property Address: 2757 NUEVO CT., MOAB, UTAH 84532
(Vacant land, per Grand County Tax Roll)

PARCEL 3:

BEGINNING N 0 DEG. 03' E 535 FEET FROM THE SE CORNER SECTION 16, T26S, R22E, SLB&M AND S 89 DEG. 03' W 872.9 FEET, THENCE PROCEEDING N 0 DEG. 36' W 200 FEET, THENCE S 89 DEG. 03' W 164 FEET, THENCE N 0 DEG. 36' E 275 FEET, THENCE N 89 DEG. 03' E 164 FEET, THENCE S 0 DEG. 36' W 245 FEET, THENCE N 89 DEG. 03' E 20 FEET, THENCE S 0 DEG. 36' W 30 FEET, THENCE N 89 DEG. 03' E 89 FEET, THENCE S 0 DEG. 36' W 200 FEET, THENCE S 89 DEG. 03' W 109 FEET TO THE POINT OF BEGINNING.

EXCEPTING therefrom all gas and oil rights, that have been previously reserved or transferred in prior documents.

Tax Parcel No: 02-0016-0007

Property Address: 2753 NUEVO CT., MOAB, UTAH 84532
(Vacant land, per Grand County Tax Roll)

Ent 535341 Bk 0887 Pg 0334

PARCEL 4:

A PARCEL OF LAND LOCATED WITHIN THE SE1/4 OF SECTION 16, T26S, R22E, SLBM, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING NORTH 00 DEG. 36'00" EAST 535.00 FEET FROM THE SE CORNER OF SECTION 16, T26S, R22E, SLBM, AND PROCEEDING THENCE SOUTH 89 DEG. 03'00" WEST 427.10 FEET TO THE SW CORNER OF THE BUSBEE TRACT; THENCE SOUTH 89 DEG. 03'00" WEST 73.70 FEET TO THE SE CORNER OF FARROW PARCEL RECORDED IN BOOK 796, PAGE 674, ENTRY NO. 503577; THENCE ALONG SAID PARCEL NORTH 00 DEG. 36'00" WEST 466.73 FEET TO A FENCE LINE; THENCE WITH SAID FENCE LINE SOUTH 89 DEG. 35'14" EAST 82.25 FEET TO A POINT ON THE BUSBEE TRACT; THENCE WITH SAID TRACT SOUTH 00 DEG. 27'10" WEST 464.90 FEET TO THE POINT OF BEGINNING.

EXCEPTING therefrom all gas and oil rights, that have been previously reserved or transferred in prior documents.

Tax Parcel No: None Assigned

Property Address: None Assigned

(Vacant land, per Grand County Recorder's Office)

Ent 535341 Bk 0887 Pg 0335

Entry No. 296833 Filed for record Jan 8 1962 at 2:25 PM
Book 103, Page 77, Earl L. Winbourn Recorder Grand Co., Utah
Page 200, Abs. 5172 Sec. 16 T. 26S R. 22E 1926

WARRANTY DEED

GEORGE M. WHITE and FRANCIS R. WHITE, Husband and Wife, GRANTORS, of La Sal, San Juan County, State of Utah, hereby CONVEY AND WARRANT, to J. L. WINBOURN and TOWN K. WINBOURN, Husband and Wife as Joint Tenants and not as Tenants in Common with Full Rights of Survivorship, GRANTEES, of Moab, Grand County, State of Utah, for the sum of Ten (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Grand County, State of Utah, to-wit:

Beginning at the Southeast Corner, Section 16, Township 26 South, Range 22 East, S16E26, and running thence North 0°36' East 1010.0 feet; thence South 89°03' West 1224.6 feet; thence South 0°36' West 425.0 feet; thence North 89°03' East 1042.5 feet; thence South 0°36' West 535.0 feet; thence North 89°03' East 209.1 feet to point of beginning. Containing 16.25 acres more or less.

Also, retaining unto the Grantors all gas, oil, and mineral rights.

WITNESS, the hand of said Grantors this 3rd day of January, A.D. 1962.

George M. White
Francis R. White

STATE OF UTAH

County of Grand

On the 3rd day of January, A.D. 1962, personally appeared before me GEORGE M. WHITE and FRANCIS R. WHITE, Husband and Wife, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

John A. Smith
Notary Public
Residing in Moab, Utah

My Commission Expires 2-2-63

SURVIVOR'S CERTIFICATE
DATE 1 10 2000 ON MEMOIR COMPANY THAT I AM A

SURVIVOR'S CERTIFICATE
DATE 1 10 2000 ON MEMOIR COMPANY THAT I AM A

[illegible]

BASES OF BEARING

ORIGINAL DESCRIPTION

[illegible]

REMAINING ACTIVE TURT AND CROCODY 100%BT FROM SE COR
SECTION 16, T2S, R3E, S20M, AND RANING NORTH 036 EAST
FROM TURT ALONG THE FRESHER PROPERTY LINE AT A PL OF
CONVEYING THOSE INTER APPROX 175 FT, THENCE 217.8 SOUTHWY
17.17.8 TO THE POINT OF BEGINNING AND CONTAINING 88 ACRES MORE
OR LESS, ALL BEING INCLUDED ON THE EAST, NORTH AND SOUTH ADE
IN THIS PROPERTY.

STATION NUMBER
SCORDED ROAD #24, PAGE TWO (PART 3)

NORTHAMPTONSHIRE
 & NORTH HAMPSHIRE LINE OF PARCELS 3, 4, & 5
 1855 TO NOV 30, 1856

[illegible]

SECTION

THE PURPOSE OF THIS SURVEY IS TO STATE THE PROPERTY INTERESTS THAT ARE LOCATED IN AN EXISTING RECORD BOUNDARY POLICE

PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831

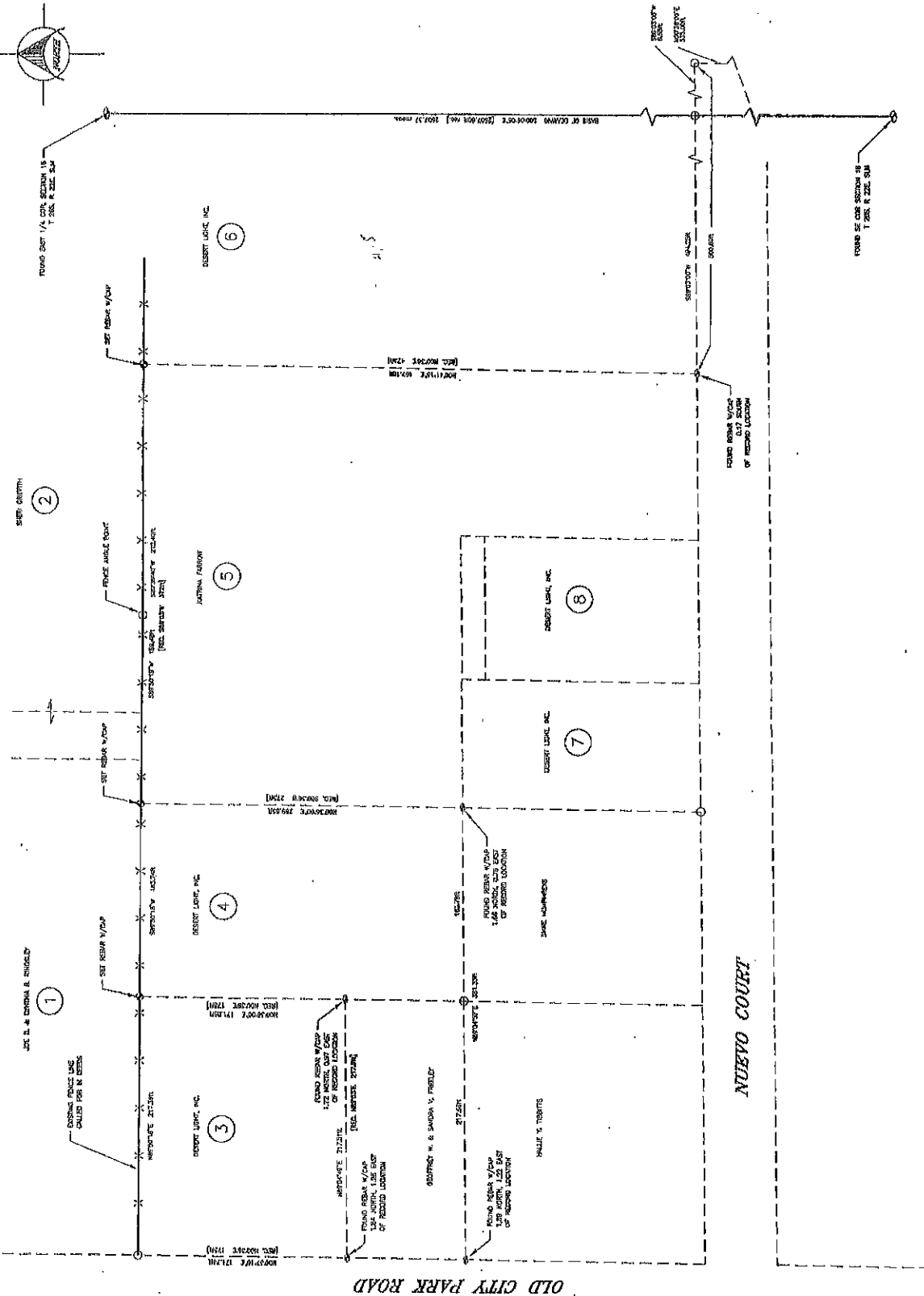
437382
 Sent to _____
 Received _____
 By _____

Elizabeth May
St. Barbara's School
Performance at Spring Concert

524

DATE	7/11/96	DATE	7/11/96
TIME	6:58 PM	TIME	6:58 PM
LOCATION	7	LOCATION	7
OFFICER	58008	OFFICER	58008

EXPLAN	$r = 0.0$	1.02
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124

DESERT LIGHT, INC. (BETTY TIBBETTS)
BOUNDARY LINE SURVEY

DATE	5/20/82
BY	W.E.
FOR	1/11/82
BY	W.E.

SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST, LAND AREA

SUNRISE ENGINEERING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
10001 SOUTH BUSINESS PARK DRIVE, SUITE 220
CHANDLER, UTAH 84602
TEL (801) 583-0700
FAX (801) 583-0380

[illegible]

Utility Line Easement

This easement is granted by Betty Tibbetts, owner of property as shown on attached plat, to A. Lynn and Kathryn G. Jackson, owners Jackson Springs Subdivision, also shown on attached plat. Both properties are located within T. 26 S., R. 22 E., Sec 16: SE1/4SE1/4, SLB&M, Grand County Utah.

This easement allows A. Lynn and Kathryn G. Jackson to place an underground powerline across the Tibbetts property as shown on the attached plat, to the Jackson property. Total distance is approximately 180 feet from the Utah Power and Light transformer box on the Tibbetts property, to the Jackson property line. The line will be utilized to supply power to one single family residence on the Jackson property.

This easement is for a 10 foot width, and will run adjacent to the inside line on the Tibbetts property. *See attached description.*

A. Lynn and Kathryn G Jackson agree to pay Betty Tibbetts the sum of \$200.00 for the easement.

Powerline will be buried 40 inches underground in conduit.

All disturbance will be reclaimed and any debris removed when complete.

No oakbrush will be disturbed.

Betty Tibbetts
Betty Tibbetts

6-14-00
Date

E 451476 B 0548 P 573-
Date 15-JUN-2000 10:52am
Fee 16.00 Check 575
MERLENE MOSHER, Recorder
Filed By MM
For LYNN JACKSON
GRAND COUNTY CORPORATION

A. Lynn Jackson
A. Lynn Jackson

6-14-00
Date

Kathryn G. Jackson
Kathryn G. Jackson

6-14-00
Date

State of Utah
County of Grand

6-14-00

Helen G. Davis



NOTARY PUBLIC
HELEN G. DAVIS
796 McCormick
Moab, Utah 84632
My Commission Expires
December 12, 2001
STATE OF UTAH

Attachment - Utility Line Easement

Tibbetts Property Description:

Beginning N 0° 03' E 535 feet from SE Corner SEC 16,
T26S,R22E, SLB&M and S 89° 03' W 872.9 feet. Thence
proceeding: N 0° 36' E 200 feet,
thence S 89° 03' W 164 feet,
thence N 0° 36' E 275 feet,
thence N 89° 03' E 164 feet,
thence S 0° 36' W 245 feet,
thence N 89° 03' E 20 feet,
thence S 0° 36' W 30 feet,
thence N 89° 03' E 89 feet,
thence S 0° 36' W 200 feet,
thence S 89° 03' W 109 feet to POB.

Parcel contains approximately one and one-half (1^{1/2}) acres.

Easement description:

Easement begins at the northwest corner of the Tibbetts Parcel (see above), at a point marked by the intersection of the N 0° 36' E 275 foot bearing, and the N 89° 03' E 164 foot bearing. From this intersection, easement will bear S 0° 36' W for a distance of 175 feet, at a width of 10 feet. Easement will terminate at the Utah Power and Light transformer utility box on the Tibbetts parcel.

THIS PLAT IS MADE SOLE
PURPOSE OF ASSISTING IN
THE LAND AND THE RECD
NO LIABILITY FOR VARIA
WITH AN ACTUAL SURVEY

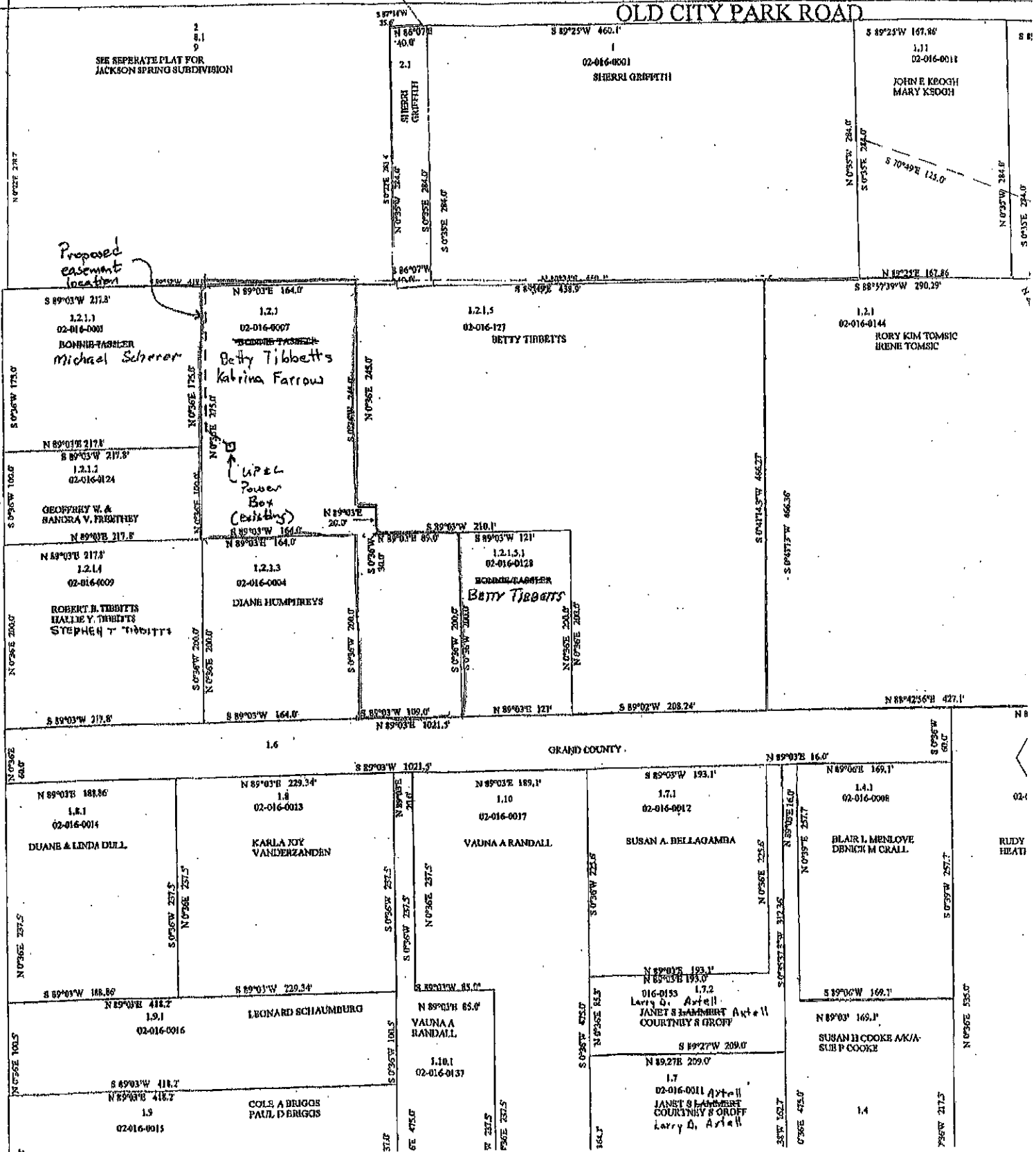
N 89°35'11.0"E 1303.52'

OLD CITY PARK ROAD

OLD CITY PARK ROAD

SEE SEPARATE PLAT FOR
JACKSON SPRING SUBDIVISION

Proposed
easement
location



Water Right Details for 05-948

Utah Division of Water Rights

1/22/2020 4:33 PM

(WARNING: Water Rights makes NO claims as to the accuracy of this data.)

Water Right: 05-948

Application/Claim: A42792

Certificate:

Owners:

Name: B. W. Tibbitts

Address: 2757 Nuevo Court
Moab UT 84532

Interest: 100%

Remarks:

General:

Type of Right: Application To Appropriate

Source of Info.: Water User's Claim

Status: Water User's Claim

Quantity of Water: 0.015 CFS

Source: Underground Water Well

County: Grand

Common Description:

Proposed Def. Book: 05-2

Map:

Pub. Date:

Land Owned by Appl.: Yes

County Tax Id#:

Distribution System:

Dates:

Filing:

Filed: 08/10/1973

Priority: 08/10/1973

Decree/Class:

Advertising:

Publication Began:

Publication End:

Newspaper:

Protest End Date:

Protested: Not Protested

Hearing Held:

Approval:

State Eng. Action:

Action Date: 11/19/1973

Recon. Req. Date:

Recon. Req Action:

Certification:

Proof Due Date:

Extension Filed Date:

Election or Proof: Election

Election/Proof Date: 02/27/1978

Certificate Date: 07/25/1978

Lapsed, Etc. Date:

Lapsed Letter

Wells:

Prov. Well Date:

Well Renov. Date:

Points of Diversion:

Points of Diversion - Underground:

(1) N 810 ft. W 740 ft. from SE corner, Sec 16 T 26S R 22E SLBM

Well Diameter: 6 in.

Depth: 180 to ft.

Year Drilled: 1974

Well Log: Yes Well Id#:

Elevation:

UTM: 630778.703, 4266440.288 (NAD83)

Source/Cmnt:

Water Uses:

Water Uses - Group Number: 2896

Water Rights Appurtenant to the following use(s):

05-948(WUC),

Water Use Types:

Irrigation-Beneficial Use Amount: 0.25 acres Group Total: 0.25 Period of Use: 03/15 to 11/15
Comments:

Domestic-Beneficial Use Amount: 1 EDUs Group Total: 1 Period of Use: 01/01 to 12/31
Comments:

Place Of Use:	North West				North East				South West				South East				Section
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	Totals
Sec 16 T 26S R 22E																0.25	0.25
Group Acreage Total :																	

Use Totals:

Irrigation sole-supply total: 0.25 acres for a group total of: 0.25 acres
Domestic sole-supply total: 1 EDUs for a group total of: 1 EDUs

Ent 535234 bk 886 Pg 784 -785
Date: 19-AUG-2019 1:44:02PM
Fee: \$40.00 Check Filed By: LMC
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: SLOAN & SLOAN PC

PERSONAL REPRESENTATIVE'S DEED

This **PERSONAL REPRESENTATIVE'S DEED** is made by Jlane as Personal Representative of the Estate of Betty Tibbetts, Deceased, of Logan, Utah (collectively "Grantor") to Katrina E. Farrow, whose legal address is 435 E. 1150 N., Logan, Utah 84341 ("Grantee").

WHEREAS, Grantor is the duly appointed, qualified and acting Personal Representative of the said Estate as evidenced by the Letters of Administration attached hereto as *Exhibit A*, issued by the Court in Moab District Court Case No. 193700025; and

WHEREAS, for valuable consideration received, Grantor, hereby sells and conveys to Grantee, the following described real property located in Grand County, Utah:

See Exhibit B.

TOGETHER with all appurtenances, subject to covenants, easements and restrictions of record, and subject to current year's taxes.

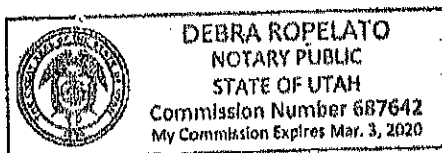
IN WITNESS WHEREOF, the Grantor has executed this Personal Representative's Deed on this 15th day of August 2019.

Jlane
Jlane, Personal Representative
Estate of Betty Tibbetts, Deceased

STATE OF Khan)
COUNTY OF Cache) ss

The above and foregoing instrument was acknowledged before me this 15th day of August 2019 by Jlane, Personal Representative of the Estate of Betty Tibbetts, Deceased, as Grantor.

WITNESS my hand and seal.



Debra Roelato
NOTARY PUBLIC,

EXHIBIT A

The Order of the Court is stated below:

Dated: August 14, 2019

01:37:57 PM

/s/

MELISSA BARRIOTT

District Court Clerk



Christina R. Sloan (Bar # 11963)
The Sloan Law Firm, PLLC
76 South Main Street, Suite 1
Moab, UT 84532
Voice: 435.259.9940
Email: sloan@thesloanlawfirm.com
Attorney for the Estate

Grand
15th August
Don M. Torgerson

IN THE 7TH JUDICIAL DISTRICT COURT OF GRAND COUNTY STATE OF UTAH

IN THE MATTER OF THE ESTATE OF

BETTY TIBBETTS, aka
BETTY B. TIBBETTS, aka
B.W. TIBBETTS,

Deceased

LETTERS OF ADMINISTRATION

Probate No. 193700025
Judge Don M. Torgerson

1. Petitioner Jane was appointed as the Personal Representative for the Estate of Betty Tibbetts, aka Betty B. Tibbetts, aka B.W. Tibbetts, on August 13, 2019 by the Court with all authority pertaining thereto.
2. Administration of the Estate is unsupervised.
3. These letters are issued to evidence the appointment, qualification, and authority of said personal representative.

SEE SIGNATURE AND DATE AT TOP OF PAGE

#535234 B 886 P 7058

EXHIBIT B
Property Description

A parcel of land located within the SE Quarter of Section 16, T26S, R22E, SLBM, being more particularly described as:

Beginning N 00°36'00" E 535.00 ft. from the SE corner of Section 16, T26S, R22E, SLBM, and proceeding thence S 89°03'00" W 427.10 ft. to the SW corner of the Busbee tract ; thence S 89°03'00" W 73.70 ft. to the SE corner of Farrow parcel Recorded in Book 796, Page 674, Entry No. 503577; thence along said parcel N 00°36'00" W 466.73 ft. to a fence line; thence with said fence line S 89°35'14" E 82.25 ft. to a point on the Busbee tract; thence with said tract S 00°27'10" W 464.90 ft. to the point of beginning, having and area of 0.83 acres, more or less.

Ent 535234 Bk 0886 Pg 0785



— CONST. DETENTION POND
WITH OVERFLOW AND
SPILLWAY TO CREEK FOR
EACH LOT



PC Packet Ver. 2.03-23-20
Page 44 of 61

DEFINITION AND DISCLOSURE INFORMATION									
Project Name: Beachside Nantux				Coat: Drainage Area (Acres)		Proposed Final Underlay: Per Value		Asphalte Release Rate per Area: (GTS Area)	
Site Location: Central County								Maximum Allowable Release Rate: (GTS)	
A	B	C	D	E	F	G	H		
Duraton (Duraton)	Duraton (Duraton)	105-Year 105-Year Duraton (Duraton)	105-Year 105-Year Duraton (Duraton)	Proposed 100g-2-Min Duraton (Duraton)	Proposed 100g-2-Min Duraton (Duraton)	Maximum 100g-2-Min Duraton (Duraton)	100g-2-Min Duraton (Duraton)		
5	0.08	0.65	3.40	0.93	2.79	0.03	2.75		
15	0.25	0.85	5.40	0.88	5.56	0.03	5.15		
30	0.50	1.14	2.38	0.59	7.06	0.03	6.83		
60	1.00	1.42	1.42	0.24	8.79	0.03	8.33		
360	6.00	1.95	0.33	0.06	1.307	0.03	0.99		
720	12.00	2.70	0.23	0.04	1.627	0.03	1.115		
1440	24.00	2.82	0.12	0.02	1.746	0.03	0.62		

Request: 100g-2-Min Duraton (GTS) 1.115
 223
 39% Per Calculation 1.337

DRAINAGE NOTE:

1. AN ONSITE DETENTION POND WILL BE PROVIDED WITH EACH LOT EQUIPPED WITH AN OVERFLOW PER COUNTY STANDARDS.
2. EACH DETENTION POND WILL BE CONSTRUCTED IN A "CUT" SITUATION.

DRAINAGE PLAN

RANCHO NUEVO

GRAND COUNTY, UTAH
DRAINAGE PLAN

CO1

WHEN RECORDED RETURN TO:

Glen K. Lent
RANCHO NUEVO, LLC
11629 S 700 E, Suite 125
Draper, UT 84020
(801) 403-9660

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND
RESERVATION OF EASEMENTS FOR RANCHO NUEVO**

This Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Rancho Nuevo, (the "Declaration") is executed by Rancho Nuevo, LLC, a Utah limited liability company, of 11629 S 700 E, Suite 125, Draper, UT 84020 (the "Declarant"), with reference to the following:

RECITALS

A. Declarant is the owner of certain real property located in Grand County, Utah described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Declarant has subdivided the Property into a subdivision consisting or to consist of eight (8) Lots.

C. The Property is an area of unique, natural beauty featuring distinctive terrain.

D. Declarant desires to provide a general plan for the development of all of the Property and for the establishment of covenants, conditions, and restrictions to enhance and protect the value and attractiveness of this uniquely attractive residential property, all in accordance with the provisions of this Declaration.

E. The development of the Property and the construction of the improvements thereon has been, or is to be, performed in accordance with the plans contained in the Final Plat recorded of _____, 2020 in the office of the Grand County Recorder's office.

F. Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the Subdivision.

G. The Declarant desires by filing this Declaration of Covenants, Conditions and Restrictions to submit Rancho Nuevo and all improvements now or hereafter constructed thereon to the terms, covenants, conditions, and restrictions set forth below which shall constitute equitable servitudes and shall run with the land.

COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above, the Declarant hereby covenants, agrees, and declares that the Property shall be subject to the following covenants, conditions, and restrictions:

1. Definitions. The following definitions shall apply to this Declaration:

a. "Accessory Building" shall mean and refer to any structure which is not the preliminary structure, contains at least 120 square feet, requires a building permit, is not a shed, shack, or other out-building (for which a building permit is not required), and qualifies as such under the totality of the circumstances.

b. "Builder" shall mean Declarant, an Owner, or a contractor who obtains a construction or occupancy permit for one or more Buildings or Homes.

c. "Building" shall mean an edifice or structure designed to stand more or less permanently.

d. "County" shall mean Grand County, Utah.

e. "Entry" shall mean the entry way into the Project.

f. "Home" shall mean and refer to the home, dwelling, residence, living unit, or separate physical part of a Lot intended for independent occupancy and use. Mechanical equipment and appurtenances located within any one Home, or located without said Home but designated and designed to serve only that Home, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Home. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Home or serving only the Unit, and any structural members, parts, components, or any other property of any kind, including fixtures or appliances within any Home shall be deemed to be part of the Home.

g. "Lot" shall mean the subdivided and recorded lot within Property, and where the context so requires any Building or Home constructed thereon.

h. "Lot Number" shall mean the number and/or letter used to identify a particular Lot.

i. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.

j. "Plans and Specifications" shall mean and refer to any and all documents designed to guide or control the construction of an Improvement, or alterations, modifications, changes, additions and the like thereto, including without limitation, all documents indicating the size, shape, configuration, and/or materials to be incorporated; all site plans, excavation and grading plans, elevation drawings, floor plans, techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in

question.

k. "Project" shall mean the Rancho Nuevo as Recorded and amended in the office of the county recorder dated 5-10-2013 entry number 11638503 book 2013P page 85.

l. "Property" shall mean all of real property and real property interest comprising the Subdivision.

m. "Single Family" shall mean and refer to a "single family" as that term is defined by County ordinance. In the absence of a County ordinance the term shall mean one of the following: (1) a single person, or (2) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (3) a group of not more than four (4) unrelated persons who maintain a common household, to be distinguished from a group occupying a boarding house, club, fraternity, or hotel. A Single Family may include an additional natural person or persons approved in writing by the Declarant, such as a caretaker or domestic help.

n. "Subdivision" shall mean the Rancho Nuevo, located in Grand County, Utah according to the Final Plat.

2. Description, Legal Status, and Residential Nature of the Project. The Final Plat shows the Lot Number of each Lot in the Project and its location. All Lots shall be capable of being independently owned, encumbered, and conveyed, subject to all easements and encumbrances of record. It is intended that there will be eight (8) Lots in the Project, numbered 1-8, inclusive. This is a residential subdivision and only single family residences are allowed.

3. Area of Application. This Declaration shall apply to all of the Property.

4. Right to Expand Application. The Declarant shall have the unilateral right to expand the application of this Declaration to other property by written amendment to this Declaration duly recorded, and without additional Owner approval required.

5. Easements. Declarant hereby reserves to itself and grants:

a. Common Easement. A perpetual right-of-way and non-exclusive easement over, across, and through the Project for use in common by the Declarant and Owners, subject to all of the terms, covenants, conditions and restrictions set forth herein.

b. Private Easement. A perpetual private non-exclusive easement for the exclusive use and benefit of the Declarant and Owners.

c. Declarant's Easement. An exclusive easement to the Declarant, for itself and its affiliates and assignees, to make such use of the Project as may be necessary or convenient to perform the duties and functions hereunder, including, by way of illustration but not limitation, the construction of the improvements, Lots, and Homes in the Project.

d. Construction Easements. A temporary construction easement to the Declarant, for itself and its affiliates and assignees, over, under, across, and through the Project for the purpose of doing all things that are reasonably necessary as a part of constructing any new improvements for the Project including all physical improvements as well as all Lots and Homes. The Owners do hereby acknowledge and agree that there will be construction activities, traffic, noises, odors, and vibrations which may temporarily disrupt their quiet enjoyment of their Lots and Homes until all improvements are complete, and such Owners do hereby waive any right to object to such construction activity; provided, however, Declarant shall endeavor to use reasonable efforts to

minimize the adverse impact of such construction activities on the Owners, Lots, and Homes. Declarant's construction activities pursuant to the easement granted hereunder shall not be deemed to be a violation of the Use Restrictions.

e. Locations of Facilities Easements. A non-exclusive easement to the Declarant, for itself and its affiliates and assignees, to construct, operate, maintain, repair, and replace all types of telecommunication facilities, including but not limited to, roof antennas, within suitable locations for such facilities (the "Locations of Facilities") within the Project. Declarant further reserves a right of access to the Locations of Facilities over, across, under, and through the Project in order to access the Locations of Facilities to exercise the rights established herein. Declarant reserves the perpetual right to transfer by easement, license agreement, or other conveyance the rights reserved hereunder to one or more telecommunication facilities providers. Declarant may exercise all of such rights unilaterally and without the consent of any Owner.

f. Non-Exclusive Utility Easement. A non-exclusive easement to the Declarant, and its affiliates and assignees, over, across, through, and under the Property for ingress to, egress from, and installation, replacement, repair, and maintenance of all utility and service lines and systems, including, without limitation, water, sewer, gas, telephone, electricity, and cable communication that service the Property or any portion thereof as well as any such lines and systems which service property owned by the Declarant.

g. Reservation of Rights. The deeds or other documents of conveyances for any Lot or Home within the Project hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements and/or licenses as are provided herein, even though no specific reference to such easements appears in any such conveyance.

h. Definition of Established Drainage Pattern. For purposes of this subsection, the term "established drainage pattern" shall mean the drainage pattern, facilities, and improvements in existence at the time a Lot is conveyed to a home purchaser by the Declarant, its successor or assign.

i. Duty to Maintain Integrity of Established Drainage Pattern. Within these easements and rights of way, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. The easement and right of way area of each Lot and all improvements within said area shall be maintained continuously by the Owner, excepting those improvements for which a public authority or utility company is expressly responsible.

j. Covenant Not To Interfere. No Owner shall interfere or attempt to interfere with the land drainage system or the established drainage pattern established by the Declarant and City or their successors or assigns.

k. Improvement of Lots Relative To Established Drainage Pattern. Each Owner shall be responsible to develop, improve, and landscape his or her Lot in a manner consistent with the land drainage system and the established drainage pattern, and so as not to detract from, interfere with, or impair the land drainage system or the established drainage pattern on any other Lot within the Project. No changes to the established drainage pattern on any Lot shall be permitted without the prior written consent of the City.

l. Damage or Waste. Each Owner shall be strictly liable for any loss, damage,

or claim caused to person or property in the Project caused by his negligence or carelessness, or that of his or her family members, tenants, renters, lessees, residents, occupants, guests, visitors, invitees, or permittees of his or her Lot or Home.

m. Encroachments. If any part of a Lot or Home encroaches or shall hereafter encroach upon an adjoining Lot or Home, then an easement for such encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists. Such encroachments shall not be considered to be encumbrances on the affected Lots or Homes. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Project, by error in the Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

6. Zoning. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the County and agencies governing the Subdivision land use and buildings.

7. Integrity of Common Design Scheme. Protective covenants are not only worthwhile they are absolutely necessary for everyone's comfort and enjoyment. No Owner shall be permitted to disrupt the integrity of the Declarant's original design scheme for the Subdivision, including aesthetic considerations.

8. Minimum Requirements for Homes. No Home shall be constructed or altered unless it meets the following minimum requirements:

- a. Only single family residential Homes are allowed.
- b. The height of any Home shall not exceed two (2) stories above ground.
- c. Slab on grade Homes are permitted.
- d. Basements are permitted.
- e. The Home exteriors, in their entirety, must consist of maintenance free stucco or other approved material. Homes may be trimmed with metal and wood.
- f. Any detached accessory building must conform in design and materials with the primary residential Home.
- g. Fencing shall not disrupt the integrity of the Declarant's original design scheme for the Subdivision including aesthetic considerations. The use of cedar split rail fencing is encouraged.

9. Preliminary Plans. The Declarant may require, as a minimum, the following additional items:

- a. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
- b. Floor plans of each floor level to scale.
- c. Elevations to scale of all sides of the Home.
- d. One major section through Home.
- e. A perspective (optional).
- f. Specifications of all outside materials to be used on the exterior of the Home.
- g. Fence and gate locations.

10. Final Plans and Specifications and Working Drawings. The Declarant may also require, as a minimum, the following:

a. Plot plans to scale showing the entire site, building, garages, walks, drives, fence, carriage lights, and retaining walls with elevations of the existing and finished grade and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.

b. Detailed floor plans.

c. Detailed elevations, indicating all materials and showing existing and finished grades.

d. Detailed sections, cross and longitudinal.

e. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. Specifications shall give a complete description of materials to be used with supplements, addenda, or riders noting the colors of all materials to be used on the exterior of the Home.

f. All Lot landscaping, grading, and drainage plans must be approved by the Declarant. All landscaping must be installed or completed strictly in accordance with the approved plans and so as to comply with and not impair all applicable ordinances and flood control requirements. Home Buyers are required to follow and maintain the street tree planting plan approved by the city.

i. All Lot landscaping must be completed within nine (9) months of the date of completion of the date of closing on the sale of the Lot.

ii. Landscaping shall include, by way of illustration but not limitation, the planting of a lawn and/or other appropriate ground cover, planting beds and flower beds, appropriate bushes and shrubs, and the planting of trees in accordance with the Street Tree Planting Plan.

iii. The Owner is responsible for the initial planting of trees. Trees must be in accordance with County standards and the approved planting plan must be followed for street trees planted in the front park strip of homes.

iv. Trees, lawns, shrubs, or other plantings placed on a Lot shall be properly nurtured, maintained, and replaced by the Owner and at his or her sole expense.

v. Any weeds or diseased or dead lawn, trees, ground cover, bushes, or shrubs shall be removed and replaced by the Owner and at his or her sole expense.

vi. The landscaping of a Lot may not adversely affect the value or use of any other property or detract from the original design scheme and appearance of the subdivision.

vii. Xeriscaping is encouraged.

viii. No concrete, cement or masonry products, pavers, brick, stone, cobblestone, tile, terrazzo, slabs, slate, rocks, pebbles, gravel, permeable pavements and so forth or other artificial or impermeable surfaces (collectively "controlled surfaces") may be installed or constructed as landscaping in the front, side or rear yards of a Lot without the express prior written consent of the Declarant.

ix. Front, side, or rear yards constructed primarily or substantially of controlled surfaces are prohibited.

- x. All fences and gates require pre-approval of the declarant.
- xi. Should any Owner fail to comply with the provisions of this paragraph, the Declarant shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof or to recover damages, or both, and shall also have the authority but not the obligation to complete the landscaping or restore the property to its original condition without being guilty of a trespass, and require the Lot Owner to pay the cost of labor and materials.
- xii. The costs and expenses incurred, including a reasonable attorneys fee, whether or not a lawsuit is filed, shall be considered the personal obligation of the Lot Owner and shall constitute a lien on the interest of the Owner in such property, enforceable at law or equity, until payment is made.

11. Accessory Buildings. There is no right to construct or install an Accessory Building on a Lot. Written approval by the Declarant is required. Each application to construct or install an Accessory Building will be evaluated separately by the Declarant, subject to the following guidelines: (1) Any detached Accessory Building must conform in design and construction materials with the primary residential Home, and (2) The maximum height of an Accessory Building shall be one story and not exceed 25'. Tin and plastic sheds are not allowed. If there is a dispute of any kind whatsoever, including whether a structure is an Accessory Building, the decision of the Declarant shall in all instances be final, conclusive, and binding

12. Approval. In the event that the Declarant fails to approve any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be considered "denied."

13. No Waiver of Future Approvals. The approval of the Declarant of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of Declarant, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

14. Variance. The Declarant may authorize variances from compliance with any of the architectural guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly adopted rules and regulations, and prior written consent of the City Board of Adjustment. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Declarant from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of financing shall not be considered a hardship warranting a variance.

15. Limitation of Liability. Neither the Declarant nor any of its employees, agents, representatives, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications.

By accepting a deed or other document of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the Declarant and its employees, agents, representatives, or consultants harmless from any and all loss, damage, or liability he or she may suffer, including defense costs and attorney fees, as a result of any claims, demands, actions, costs, expenses, awards or judgments arising out of their review or approval of architectural designs, plans, and specifications.

16. Enforcement of Architectural Guidelines. Any construction, alteration, or other work done in violation of this Declaration shall be considered to be nonconforming. Upon written request from the Declarant an Owner shall, at his or her own cost, and expense remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Declarant shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration, or other work, without being deemed to be a trespasser.

17. Conformity and Harmony with Landscape. Each Owner shall endeavor to protect the conformity and harmony of exterior appearance of structures with neighboring structures and natural surroundings as to external design, materials, siting, height, topography, grade, and finished ground elevation, and the preservation of the aesthetic beauty of the surrounding landscape. All design shall recognize features of surrounding landscape and strive to complement dominant elements of form, line, color, and texture.

18. Building Materials. Native building design, including, wood, metal, stucco, and stone are preferred. All exterior colors must be earth-tone colors to harmonize with the surrounding landscape.

19. Equipment Location. To the extent practicable, all roof-mounted equipment, including cooling and heating units, solar equipment, TV and radio antennae, and drain or air vents, shall be placed in a location that is not visible from the adjacent roadway(s). Ground-placed cooling and heating units shall similarly be located or screened so they are not visible from the adjacent roadway(s).

20. Contractors. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration may be excluded by the Declarant from the Project, subject to the notice and the opportunity to be heard. In the event of sanctions after notice and hearing, neither the Declarant nor its employees, agents, representatives, or consultants shall be held liable to any person for exercising the rights granted by this Section.

21. Use Restrictions and Nature of the Project. The Property is subject to the following initial use restrictions, which shall govern both the architecture and the activities within the Project:

a. Single Family Residence. No Lot shall be used except for residential purposes. That means no more than one Single Family may reside in a Home.

b. Business Use. No resident may operate a commercial trade or business in or from his or her Lot with employees of any kind or with customers who are not residents of the Project, or which create or maintain a nuisance. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Lot. No commercial trade or business may be conducted in or from a Lot unless (1) the business activity conforms to all home occupation and zoning requirements governing the Project; (2) the operator has a city issued business license; and (3) the business does not create a nuisance.

c. Motor Vehicles. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any driveway or Home or to create an obstacle or potentially dangerous condition. Motor vehicles shall be parked in the garage or driveway. No resident shall repair or restore any vehicle of any kind in, on or about any Lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed. All garages shall be used primarily for the parking and storage of vehicles. Parking on the street overnight is prohibited. Except for purposes of loading or unloading passengers or supplies, for a period of time not to exceed forty-eight (48) hours, all recreational, commercial, and oversized vehicles must be stored in the garage or on a parking pad; provided, however that (a) the motor vehicle is in good running condition, (b) the motor vehicle or trailer is properly licensed and registered, (c) the parking pad is located in the rear yard, which means behind the geometric plane of the front of the house. Eighteen wheeled semi-trailers or other similar transportation devices are not allowed. No temporary carport or canopy may be installed in the front, side, or rear of the Lot.

d. Trash Pick-Up. No Lot shall be used as a dumping ground. All trash, garbage, debris, rubbish, or other waste shall be kept in a sealed, sanitary bag or container, and stored out of sight except for a twenty-four (24) hour period on pick-up days.

e. Aerials, Antennas, and Satellite Systems. All exterior aerials, antenna and satellite dishes (collectively “antenna”) must be installed and positioned in accordance with FCC guidelines, rules and regulations, as they may be amended or supplemented from time to time and should generally be placed behind the front façade of the home as reasonably possible.

f. Animals and Pets. Large animals as that term is defined by County ordinance are not allowed. No pets, animals, livestock, or poultry of any kind may be commercially bred in the Subdivision. Animal limitations are in accordance with the Grand County Animal Ordinance. In the event there is not a County ordinance, up to three (3) domestic pets as that term is defined by County ordinance per Lot are allowed; provided, however, pets must be properly licensed and registered. Pets may not create a nuisance or violate County ordinance.

g. Laws. Nothing shall be done or kept in, on or about any Lot or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

h. Damage or Waste. Each Owner shall repair any damage he or she or any other residents, guests, or invitees of his or her Lot may cause to another Owner, Lot, or Home, and promptly restore the property to its original condition.

i. Signs. No signs, billboards, or advertising structures or devices of any kind may be built, installed or displayed on the Property or any Lot except for a single sign with a maximum size of 2' x 2' for specific purpose of advertising the sale of a Home; provided, however, this restriction does not apply to and is not binding upon the Declarant, who may use whatever signs it deems appropriate to market its Lots. “For Rent” or “For Lease” signs on a Lot or showing from a Home are strictly prohibited.

j. Zoning. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Project land use and buildings.

k. Nuisances. No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother, or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property. A violation of any use restriction set forth herein shall be considered a nuisance.

l. No Drilling. Water wells shall not be drilled or permitted on any Lot, regardless of potential injury. Extractive industry, including oil, gas, or other mineral drilling and development, is expressly prohibited throughout the Subdivision.

m. Temporary Structures. No structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn, or other out-building shall be constructed, installed, or used on any Lot at any time as a residence.

22. View Impairment. The Declarant does not guarantee or represent that any view over and across any property, including any Lot or Building will be preserved without impairment. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

23. Declarant's Sales Program. Anything to the contrary notwithstanding, for so long as Declarant continues to own a Lot in the Subdivision the following provisions shall be deemed to be in full force and effect. No Owner or occupant shall interfere or attempt to interfere with the completion of improvements, promotion and/or sale of Lots owned by Declarant or Homes constructed thereon. Declarant shall have the right to maintain one (1) or more sales offices and one (1) or more model Homes at any one time. Such office and/or models may be one or more of the Homes owned by the Declarant, one or more separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing. Declarant shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Property. Declarant shall have the right from time to time to locate or relocate any of its sales offices, models, signs, banners, or similar devices. Declarant shall have the right to remove from the Project any signs, banners, or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Declarant's sales effort. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer, or assignment. Any Mortgage covering all Lots or Buildings in the Project, title to which is vested in Declarant shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protections, and controls which are accorded to Declarant (in its capacity as Declarant) herein.

24. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The term *shall* is mandatory and the term *may* is permissive. The invalidity or unenforceability of any portion of this Declaration shall

not affect the validity or enforceability of the remainder hereof.

25. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, all other signatories hereto, all parties who hereafter acquire any interest in a Lot, the Subdivision or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

26. Enforcement and Right to Recover Attorneys Fees. Should the Declarant or an aggrieved Owner be required to take action to enforce or construe the Declaration or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his reasonable attorneys fees, costs and expenses which may arise or accrue, regardless of whether a lawsuit is filed.

27. Limitation of Liability. This Declaration of covenants, conditions and restrictions is established for the benefit of the Property and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of Declarant or its agents, representatives, and employees shall be exempt from any civil claim or action, including an action for negligence, brought by any person owning or having an interest in any Lot.

28. Amendments. This Declaration may be amended upon the affirmative written approval of at least a majority of the Owners and shall be valid immediately upon recording of the document amending the Declaration in the office of the County Recorder of Grand County, Utah; provided, however, so long as the Declarant shall own at least one (1) Lot in the Subdivision, no amendment shall be valid or enforceable without Declarants prior written consent.

29. Duration. The covenants and restrictions of this Declaration shall endure for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Signature and notary on next page.

Dated the ____ day of February 2020.

DECLARANT:
RANCHO NUEVO, L.L.C.

By: _____
Name: Glen K. Lent
Title: Manager

ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me the ____ day of _____, 2020 by Glen K. Lent, who is the Manager of Rancho Nuevo, L.L.C, a Utah limited liability company, and said Glen K. Lent duly acknowledged to me that he executed the same pursuant to a Resolution of Members and/or its Articles of Organization and Operating Agreement.

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION
Rancho Nuevo Plat Lots 1-8 only

Book 796 Page 672 Entry No. 503575

Parcel #02-0016-0007

Beginning N 0°3'E 535 feet from SE Corner Section 16, T26S, R22E, SLB&M and S 89°03'W 872.9 feet. Thence proceeding N 0°36'W 200 feet, thence S 89°03' W 164 feet, thence N 0°36' E 275 feet, thence N 89°03' E 164 feet, thence N 0°36' W 245 feet, thence N 89°03' E 20 feet, thence S 0°36' 30 feet, thence N 89°03' E 89 feet, thence S 0°36' W 200 feet, thence S89°03'W 109 feet to the point of beginning. This contains approximately one and one half (1 1/2) Acres. All rights, title are hereby given.

Book 796 Page 674 Entry No. 503575

Parcel # 02-0016-0127

Beginning N 0°36' E 535 feet from the SE corner of Section 16, T26S, R22E, SLB&M and from the monument survey S 89°03' W 500.8 feet proceeding thence N 0°36' W 475 feet, thence S 89°03' W 372 feet, thence S 0°36' W 275 feet, thence N 89°03' E 230 feet, thence S 0°36' W 200 feet, thence N 89°03' E 142 feet to the point of beginning. This includes one spring and fence on North end of property, containing (3) acres, more or less. Also existing access as in open evidence and honoring leases as now in force. All rights, title are hereby given.

Book 796 Page 675 Entry No. 503578

Parcel # 02-0016-0128

Beginning N 0°36' E 535 feet from the Se Corner of Section 16, T26S, R22E, SLB&M and S 89°03' W 642 feet proceeding thence N 0°36' E 200 feet, thence S 89°03' W 121 feet, thence S 0°36' W 200 feet, thence N 89°03' E 121 feet to the point of beginning. This contains approximately one hald (1/2) acre, more or less. Also existing access as in open evidence. All rights, title are hereby given.

Grand County Clerk

Name

Permit Number

Business Name

Owners Name

Misc

\$925.00

Description

Preliminary Plat

SUBTOTAL

\$925.00

Processing Fee

\$23.13

TOTAL

\$948.13

02/19/2020 09:02 am

V*0738

AuthCode: 094823

Ref: 5e4d66d6-SIP-89866

Transaction ID: Event-270

Parcel: V*0738

Name: Adam Campbell

Customer Copy

Grand County Clerk
125 East Center Street
Moab, UT 84532
435-259-1321

Your statement may describe this payee as "CountyUT 8007640844 Clinton UT"

2020 General Plan Update Priorities

<https://www.grandcountyutah.net/155/General-Plan>

<https://www.grandcountyutah.net/DocumentCenter/View/200/2012-General-Plan-Update-PDF?bidId=>

From Zacharia's email regarding 2020 priorities, he stated this as a top priority:

- Updating/Rewriting the County's General Plan and Land Use Code (County fund balance - staff, PC, CC, and public involvement)
 - ZL's priorities: FOCUS on most meaningful and influential elements rather than a fluffy vision statement; parks and open space plan; Zoning code evaluation/update/rewrite

Planning Commission Meeting Discussion 3/23:

- Set specific priorities
- Set timeline with opportunities for public interaction and plan to communicate those opportunities to the public

Trends so far:

- **Update Data:** HDHO and OA overlay zones, watershed study, second home ownership numbers.
- **Economic Diversity:** Strengthen support of economic diversity with more specifics, encouraging commercial land to be used for non-tourism business, supporting mixed use development.
- **Small Area Plans:** *US-191 North Corridor (Junction of 191/313, Arches entrance to Crescent Junction), Highway 128 Corridor, Kane Creek Road (downstream of portal), South of Moab (USU Campus), rural nodes / rural centers in Spanish Valley with small pockets of commercial zoning / mixed use.*
 - Current zoning may be inadequate to protect scenic resources from increased development pressure. Small area plans may be better able to address this.
 - Economic diversity is included in the concept of rural centers.
 - Focus density not just close to town, but in rural centers. Alternatively, focus density development in proximity to City of Moab.
- **Open Space:** preservation of viewsheds and scenic resources, quality of open space, need for more public parks, open space priorities lower priority than density priorities, better definition of the public value of open space.
 - Balance economic growth with protection of natural resources.
- **Density:** revisit where density makes the most sense, opportunities for increased density through ADUs, HDHO, potentially twin townhomes.
- **Zoning Code Evaluation:** evaluate, update and re-write zoning code.
 - Uses by right, conditional uses.

Chapter 1: Introduction (page 1-8)

Chapter 2: Economic & Demographic Trends (page 9-34)

- Pretty comprehensive as far as trends included, but this section must be updated with most current data.
- Are there any economic or demographic indicators that are missing?
- More accurately gather data about second home ownership, vacancy rate and homes owned and occupied by Grand County residents. Could be crucial if the number of overnight rentals is linked to the number of local residences.

Chapter 3: Vision, Goals & Strategies (page 35-56)

- More specific and measurable policy goals with key outcomes.
 - Instead of calling for energy independence, state more specifics such as "50% of energy use in the county is produced locally through sustainable sources"
- More concrete discussion about tradeoffs for specific policies.
 - Prioritize tourism vs. ecology and economic diversity. How do we navigate the tradeoffs when it can't be a win-win.
 - Each vision statement should more clearly outline tradeoffs necessary to accomplish that vision.
- Revise/update maps. Note changes in land ownership and in aquifer protection zones.
- Review goals & strategies. Note where the LUP has been amended to account for strategies.
- "Grand County is renowned for its energy independence and is an exporter of renewable and conventional/traditional energy" (pg. 38) Is this true?
- Work on / Strengthen "Make the county attractive for a wide range of economic sectors" "Strategy D - Review the commercial and industrial zoning districts and update the FLUP Map to ensure that an adequate supply of land is available for accommodating business and other non-residential activity in appropriate locations."
 - How can new zoning support specific types of economic activity that is not well represented, ie-manufacturing.
- Revisit / refine "mixed development framework" (page 50)
 - Goal 2, Strategies A-C
 - Work in partnership with SITLA, GWSSA, and San Juan County
- Update the Water Source Protection Overlay zone district with new data and maps, including standards for protecting water source from overuse and contamination. (page 44)
- More work on "Scenic Resource Area", 191 North Corridor, map priority scenic landscape features. (page 50)
- Revisit 3.2 with specific goals to reduce noise pollution throughout the county.
- Work on transportation goals and visioning on better traffic flow with fewer car trips taken. Include trails in all transportation planning.

- Check in on goals for affordable housing with newly approved developments.

Chapter 4: Future Land Use Plan (page 57-82)

- Open Space: the approach to preserving open space has changed since the plan was written. Density has been prioritized over open space. Strengthen protection of viewsheds and more detail on ridgeline constraints.
 - 4.2 Incentive-Based Open Space
- 4.3 Reflect HDHO and other incentives for housing, prioritizing workforce housing over affordable housing.
- “Highway Mixed Use” is mainly HC now.
- Spanish Valley is being developed with greater density, update RR and transitional zones.
- Include aquifer protection zones and maps.
- Strengthen ridgeline protection standards.
- Revisit industrially zoned areas and general business zoning.
- Would like to see a commitment from the County to work with Castle Valley to get protection from the state’s Drinking Water Source Protection Program. (page 71)
- Work on areas where higher density could be allowed as HDHO or underlying zone.
- Remove as many Conditional Uses as possible.
- Clear vision for where density in housing is appropriate.

Chapter 5: Fiscal Impact of Development Patterns (page 83-102)

Glossary (page 103-109)