

Mayor
Robert D. Houston
City Manager
Joseph M. Decker
Treasurer
Katherine Ohlwiler



City Council
Arlon Chamberlain
Celeste Meyeres
Jeff Yates
Michael East
Byard Kershaw

KANAB CITY COUNCIL

January 12, 2021

26 NORTH 100 EAST, KANAB, UTAH

NOTICE is hereby given that the Kanab City Council will hold its regular council meeting on the 12th day of January 2021, in the City Council chambers at the Kanab City Office, 26 N 100 E, Kanab, Utah. The Council Meeting will convene at 6:30 p.m. and the agenda will be as follows:

6:30 P.M. Work Meeting

Business Meeting

1. Call to Order and Roll Call
2. Approval of Agenda
3. Approval of minutes of previous meeting
4. Approval of Accounts payable vouchers

5. Public Comment Period – Members of the public are invited to address the Council. Participants are asked to keep their comments to 3 minutes and follow rules of civility outlined in Kanab Ordinance 3-601.

6. Discuss – Vote on zone change for Parcel K-229-2, 1240 East Chinle Drive from RA to RR-1. Applicant Trevor and Jennifer Stewart

7. Discuss – Vote on zone change for Parcel K-134-719, 2221 S Powell Drive from M-1 to RR-1. Applicant Josh and Shayla Johnson

8. Public Hearing to Discuss a plat Amendment to the Kanab Creek Ranchos Subdivision - Unit 7 allowing a lot split creating four [4] individual lots on Parcel K-134-719 located in the approximate area of 2253 S Powell Dr in Kanab, Utah

9. Discuss – Vote on Plat Amendment to Kanab Creek Ranchos unit 7 lot 719, Parcel K-134-719, 2253 S Powell Dr from one (1) 5.24-acre lot to four (4) 1.31 acre lots. Applicant Josh and Shayla Johnson.

10. Discuss- Vote on Minor Subdivision Sand Hollar Ridge, Location 1100 S and Terrel Lane

11. Closed Session:
 - Discuss the purchase, exchange, or lease of real property
 - Discuss the character, professional competence, or physical or mental health of an individual.
 - Discuss pending or reasonably imminent litigation.

Times listed for each item on the agenda may be accelerated as time permits. If you are planning to attend this public meeting and due to a disability need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting, and we will try to provide whatever assistance may be required. Please contact Katherine Ohlwiler at the Kanab City offices.

– A Western Classic –

Kanab City Council Meeting
Via Zoom
December 22, 2020 2PM

In Attendance: Mayor Robert Houston, Council Members Arlon Chamberlain, Michael East, Jeff Yates, Celeste Meyeres and Byard Kershaw, Kane County Commissioner Brent Chamberlain and Recorder Joe Decker.

Mayor Houston called the meeting to order and roll call was taken.

Discuss – Vote on Resolution 12-1-20 R A resolution proposing creation of the Zion Area Public Transit District Kane County State of Utah: Arlon Chamberlain explained he couldn't see any changes they had made. Two different versions were sent and he wasn't sure if one was different. Mr. Chamberlain has no problem with it but is concerned if down the road somehow, they would find a way to tax for it. Since the City of Kanab is one of the main units in it and he was concerned if they would tax Kanab. Mayor Houston explained they will have to proceed with the assumption that there will be some taxes levied. Jeff Stott explained he sent the email and wondered if anyone had any questions. The email was that they cannot change the notice as it has already been noticed. Mr. Stott explained his initial reaction was if the people are going to vote to accept this district based on the premise that it cannot raise taxes, then in order for that district to try and raise taxes it would have to go back to the people for a vote. Yes, this transportation cannot raise taxes unless it goes through the process again. Joe Decker explained that is what Greg Hardman had said as well. Brent Chamberlain expressed the way the transportation system is set up is to just establish the district system to run from Kanab to the Park Visitor Center. That qualifies under the RDA that they are establishing for the East Zion Area to gain access to the financing, it would be a qualified event for them to fund as long as just that area is going to Kanab back to the Park and so forth. Mr. Chamberlain explained there should be enough money for them to do just that. If they expand the area they service, it would have to go back to the people for a vote and to raise taxes to pay for it. Michael East asked if it were to be expanded to Bryce, how would it impact the taxation as Bryce is in Garfield County. Brent Chamberlain explained the portion that Kane County would service to would be to the Garfield County line. They would have to participate in the same thing from their county line to their Park. That would be a whole different thing if that were to happen and would require to go back to the people and change the authority or agency that controls it. Kane County wouldn't be paying for service in Garfield County. Michael East explained he would like to have all comments that are provided to the County be forwarded to the City as well. In terms of possible terms of taxation, it would have to go to the people, if it is approved today and then through the Public Hearing process, they would go straight to the people and not to the City or the County is his understanding from what Greg Hardman had explained via email. Brent Chamberlain explained it would have to be on the ballot of the next General Election. This won't even happen until the end of the year. Celeste Meyeres explained she feels good about the changes that were made and feels clear on the taxing and this entity will be limited in its ability to tax until further action is taken. Mrs. Meyeres wanted to verify it was the next General Election. Byard Kershaw was satisfied with the discussion that has been had. Mr. Kershaw explained he has had difficulty going to the Visitor Center in Zion and thinks this will benefit the people that want to visit there.

A motion was made by Michael East and 2nd by Celeste Meyeres to approve Resolution 12-1-20 R A resolution proposing creation of the Zion Area Public Transit District Kane County, State of Utah. Motion passed by roll call vote.

A motion was made by Michael East to adjourn.

Mayor

Recorder

**Kane County Commission Meeting
With Kanab City Council
Regular Session Public Hearings
January 5, 2021 6PM
Kanab Center
26 North 100 East**

In Attendance: Kanab City Council Members Celeste Meyeres, Arlon Chamberlain, Michael East, Jeff Yates and Byard Kershaw, City Manager Joe Decker, Treasurer Katherine Ohlwiler and members of the Kane County Commission.

Andy Gant welcomed everyone to the Public Hearings. Invocation by Commissioner Heaton and the pledge was led by Andy Gant. Mr. Gant welcomed the Kanab City Council to the meeting for the combined Public Hearing.

Public Hearing 6:00 PM Regarding Resolution No. R-2020-40 Intention to Create the Zion Area Public Transit District: Steve Neelman explained his family owns Zion Ponderosa Ranch Resort and has been here since he was born. He woke up about three years ago and saw an email that Zion was considering capping visitation to the park. He knows what happens when Zion National Park closes due to different things and knows what it does to the small communities. At that point he started talking to the park and find out what the problem was. He didn't know there was sometimes a four or five hour wait to get to the park. He has talked with the Park and done research to decide what would be best. The County has begun to research funding for a visitor center to be put about a mile outside of the park and the idea would be enough parking there at that visitor center with a transportation system to help move people from Kanab to the park. The existing transportation system in the park isn't able to go up the switchbacks. Most National Parks have transportation systems that are funded by the park, grants and private companies. Mr. Neelman looked into the law and process with Attorney Greg Hardman. They also interviewed other districts to see how the funding was received and it was mostly by grants so the riders don't have to pay fees. Kanab City Council and Kane County have passed resolutions to form the district. The District would not have the power to tax. Private companies can fund the transportation system. They have to have a public entity to apply for grants to fund the system. After the public hearing, there is a two-month time period where people can protest. If the protests are not deemed valid enough to stop the process then it will go onto a vote among those within the district. Unincorporated Kane County and Kanab City would make up the district. If other incorporated cities want to join the district, they would have to do the same process.

Commissioner Heaton made a motion to go in and out of Public Hearing at the call of the chair. Into Public Hearing.

Mr. Hardman explained that it just needs to be a Public Hearing so that if anyone has questions about the joint resolution or about creating the Zion Area Public Transit District.

Karen Alvey wondered what the overall cost would be.

Mr. Neelman explained they did a study that they participated with the Park where it would service the Park every fifteen minutes and make a trip every few hours to Kanab and it was a few million dollars a year. They are trying to solve the problem of the Park so they believe getting funding for this would be feasible.

Karen Alvey asked if there would be a user fee.

Mr. Neelman explained user fees haven't been decided to fund meters for fees would be another cost which would be in the feasibility study.

Andy Gant explained they are doing a first shuttle as a proof of concept to help put some numbers to it.

Patty Cabella asked if the shuttle would go to the proposed Visitor Center down to the Park or to Kanab and to the Park. Ms. Cabella also asked who would have oversight of this district.

Mr. Neelman explained it would interconnect with the Zion Shuttle and there would be stops on the East side, their visitor center and to Kanab. Once this is voted on, it will be a special service district with a board who will be chosen by the City and County. Mr. Hardman explained individuals who are interested to be on the board could solicit to do so and members of the Commission and/or Council could be appointed to the district board as well. Once created, it would be a separate entity subject to meeting laws and will have its own policies and procedures.

Andy Gant called the meeting out of Public Hearing and excused the City Council and thanked them for attending.



Land Use Coordinator Staff Report

Date: January 7, 2021
To: Joe Decker, City Manager
From : Mike Reynolds, Land Use Coordinator
Subject: Planning Commission action 12-15-20 & 01-05-21

1. Public Hearing; Zone Change

On December 15, 2020, the Kanab City planning commission conducted a public hearing and unanimously recommended to the Kanab City Council the approval of a zone change to Parcel K-229-2 in the Chamberlain Minor Subdivision from RA (residential agriculture) to RR-1 (rural residential 1 acre min lot size) on 8.00 acres; located in the approximate area of 1240 E Chinle Dr. in Kanab, Utah. [Applicant; Trevor Stewart]

- Council action required [no public hearing required].

2. Public meeting; Minor Subdivision

On December 15, 2020, the Kanab City planning commission conducted a public meeting and unanimously recommended to the Kanab City Council the approval [with conditions] a minor subdivision [Sand Hollar Ridge] on parcel K-13-4-Annex creating eight [8] individual lots; located in the area of 1100 S. and Terrel Lane. A review of the drawing submitted this week show those conditions have been met except for an easement to the City along a drainage ditch across the subdivision parcels. Certain members of the Planning Commission wanted the easement so the City could or would maintain and take responsibility for the drainage culvert/ditch. The applicant has not agreed to the easement and wish to take it to Council for final disposition. [Applicant; Terrell Family]

- Council action required [no public hearing required].

3. Public Meeting; Site Plan review

January 5, 2021, the Kanab City Planning Commission conducted a Public meeting and unanimously approved a revised final site plan for the expansion on the Kanab Laundromat and Car Wash in two [2] phases [originally approved as a single phase on May 5, 2020]; located at 206 E 300 S on parcel K-B-12-1&2 zoned C-2. [Applicant; Jeff Lewis]

- No Council action required.

4. Public Meeting; Site Plan review

January 5, 2021, the Kanab City Planning Commission conducted a Public meeting and unanimously approved a revised final site plan for the Kanab County Hospital Ambulance Shed / Garage located in the area of 98 W 300 N on parcel K-C-4-6 and K-C-4-7 zoned RM. The commission went into discussion if curb and sidewalk would be required. The commission decided to utilize the current ordinance in 4-18 and not require curb and sidewalk. Additional

– A Western Classic –

Mayor
Robert D. Houston
City Manager
Joseph M. Decker
Treasurer
Katherine Ohlwiler



City Council
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Jeff Yates
Michael East
Byard Kershaw

condition was added that two parcels needed to be joined with the primary hospital parcel. The engineers [Iron Rock Engineering] agreed to that stipulation. [Applicant; Kane County Hospital]

- No Council action required.

5. Public Hearing; Zone Change

On December 5, 2021, the Kanab City Planning Commission conducted a public hearing and recommended the Kanab City Council approved a zone change to Parcel K-134-719 in the Kanab Creek Rancho subdivision from M1 (manufacturing) to RR-1 (rural residential 1 acre min lot size) on 5.24 acres; located in the approximate area of 2253 S Powell Dr in Kanab, Utah. [Applicant; Josh Johnson]

- Council Approval required. [no public hearing required]

6. Public Meeting; Plat Amendment

This item is contingent upon approval of the Zone Change listed in item 5. On December 5, 2021 planning commission conducted a public meeting and the majority approved [with one dissenting] a recommendation to the Kanab City Council to approve a plat amendment to the Kanab Creek Rancho Subdivision Unit 7 allowing for a lot split creating 4 individual 1.3 acre lots on parcel K-134-719 located in the approximate area of 2253 South Powell Dr. in Kanab Utah. [Applicant; Josh Johnson]

Finding;

2-4.9.1. Neither the public nor any person will be materially injured by the proposed vacation, alteration or amendment.

2-4.9.2. There is good cause for the vacation, alteration or amendment.

- City Council Approval [**City Council Public Hearing required**]

Mike Reynolds,
Land Use Coordinator

– A Western Classic –



KANAB

— UTAH —

Kanab City

26 N 100 E

Kanab, Utah 84741

435-644-2534

Zone Change Application

Purpose of Zone Change: Allow creation of additional lots and eliminate flag lot portion of lot 2

Existing Zone: RA **Requested Zone Change To:** RR-1

Is the subject property located in a subdivision? YES NO Minor subdivision

Is this request consistent with General Plan designation for the property? YES NO

Adjacent Zone: North MI, South RA, East RA, West RA

Location: Parcel #: K-229-2 **Address:** 1240 Chinle Dr. (lot 1)

Property Owner: TREWOR & Jennifer Stewart **Address:** 12409 Chinle Dr.

Phone #: 435.899.1362 **Email:** jstewart5323@gmail.com

Applicant Name: TREWOR & Jennifer Stewart **Address:** 1240 E. Chinle Dr.

Phone #: 435.899.1362 **Email:** jstewart5323@gmail.com
616-5323


***Contact Person:** TREWOR STEWARD **Phone #:** 435.899.1362



Please include with this Application per the Kanab Land Use Ordinance:

- Legal description of subject property by a licensed land surveyor in Utah.
- Site Plan drawn to scale showing all proposed and existing buildings, fences, landscaping, parking loading areas, and other pertinent information.
- Photocopy of the Kane County Ownership Plat Map showing all property owners within 140 feet and provide printed mailing labels for those property owners. Intervening street or alley shall not be included.
- A development plan with necessary sketches drawn to scale showing the subject property and the surrounding properties within 140 feet of subject property and where pertinent, the use or uses, dimensions and locations of proposed and existing structures (including signs), area to be reserved for vehicular and pedestrian circulation, parking, public uses, landscaping, and other open spaces.
- Covenants and Deed Restrictions.
- Consistent with General Plan. If not provide documentation to justify the zone change.
- Describe all sensitive land impacts.
- Pay all fees at time of application. Incomplete applications will not be processed.
- Fees: \$250 plus \$10/per mailer. \$290

Zone Change Application continued

Ref. Location Chinle Dr., Parcel K-229-2

Applicant Signature:  **Date:** 11/16/20
Print: TREDD STEWART

Owner Signature:   **Date:** 11/16/20
Print: TREDD STEWART JENNIFER STEWART

Received by Kanab City, Signature: _____ Date: _____

Kanab Planning Commission:
Recommended Date; _____
Denied Date; _____

Kanab City Council:
Approved Date; _____
Denied Date; _____

Kanab City Official Signature: _____ **Date:** _____
Print: _____



From: noreply@civicplus.com
To: mreynolds@kanab.utah.gov; kohlwiler@kanab.utah.gov; jchatterley@kanab.utah.gov
Subject: Online Form Submittal: Zone Change Application
Date: Friday, November 13, 2020 12:52:18 PM

Zone Change Application

Fees

The calculated fees for a Zone Change of \$250 + \$10/mailer are required before processing of this application can begin. After submitting this application, the applicant will have the opportunity to pay by mail or hand deliver to the Kanab City Office.

Applicant Information

First Name	Tom
Last Name	Avant
Address1	460 East 300 South
Phone	435-644-2031
City	Kanab
State	UT
Zip	84741
Property Location	2221 S Powell Dr, Kanab, UT. Lot 719 Kanab Creek Ranchos Unit 7
Existing Use of Property	Vacant
Use of Adjacent Property	Vacant/Residential

(Section Break)

Select the current Zone District that you are requesting to change FROM. M-1 (Manufacturing Zones)

Select the current Zone District that you are requesting to change TO. RR1 - (Rual Residential 1 acre)

Acres

Parcel ID K-134-719

Development Time Table Earliest possible

Intended Use of Property Residential

Describe All Sensitive Lands Imacts N/A

Developer Address (if different than applicant)

First Name Josh

Last Name Johnson

Address1 1343 S Powell Dr

Phone 435-840-2548

City Kanab

State UT

Zip 84741

A list of names, street addresses and mailing addresses for owners of property within 140 feet from the outer boundary of the subject property. This includes the property owners across the street and in the rear of the subject property. In determining the 140 feet, the width of any intervening street or alley shall not be included.

Provide information for Owner(s)/Manager(s) if different than applicant. Josh and Shayla Johnson
AND
Douglas and Jennifer Ann Sibanda

The following items may be required before processing of Application can begin:

A. Development Plan

Two (2) copies of a development plan with necessary sketches drawn to scale showing the subject property and the surrounding properties within 140 feet of subject property and where pertinent, the use or uses, dimensions and locations of proposed and existing structures (including signs), area to be reserved for vehicular and pedestrian circulation, parking, public uses, landscaping and other open spaces.

B. Covenants and Deed Restrictions

If there are any covenants or deed restrictions in effect relative to any of the subject property.

C. Legal Description of Subject Property, certified by a licensed land surveyor in the State of Utah.

What is the present General Plan designation for the property?	Very Low Density Residential
----------------------------------------------------------------	------------------------------

Is the requested zone consistant with the General Plan designation?	No
---------------------------------------------------------------------	----

Attach a property plat showing the proposed rezone parcel highlighted.	20-1113 JOHNSON ZONE CHANGE MAP.pdf
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(Section Break)

Email	TOM@IRENG.NET
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Date	11/13/2020
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Signature of All Property Owner's (if more than one)	TOM AVANT
------------------------------------------------------	-----------

Email not displaying correctly? [View it in your browser.](#)

Account 0147440

Location	Owner	Value	
Parcel Number K-134-719	Name JOHNSON JOSHUA & SHAYLA	Market (2020)	\$107,218
Tax District 02 - KANAB CITY	1343 S POWELL DR	Taxable	\$107,218
Acres 5.23	KANAB, UT 84741	Tax Area: 02	Tax Rate: 0.010584
Situs Address 2253 S POWELL DR		Type	Actual Assessed Acres
Legal ALL OF LOT 719 KANAB CREEK RANCHOS UNIT 7.		NON-	
Child Accounts		PRIMARY	\$107,218 \$107,218 0.000
Child Parcels		LAND	
Parent Accounts			
Parent Parcels			

Transfers

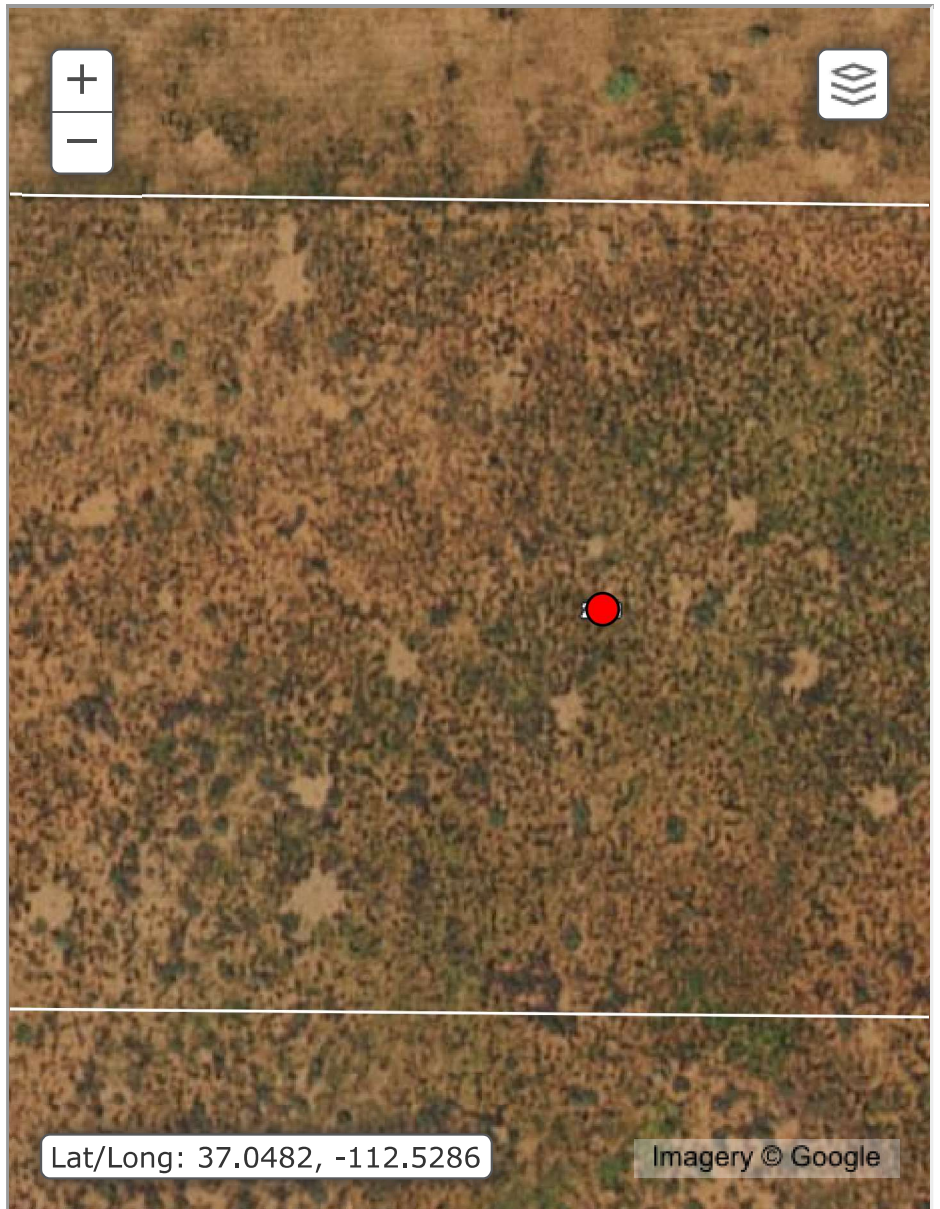
Recording Date	Book	Page	Doc Description
09/29/2020 04:14:11 PM	0540	0465	Warranty Deed
07/10/2006 08:20:00 AM	0306	500	Warranty Deed
07/10/2006 08:10:00 AM	0306	487	Warranty Deed
07/10/2006 08:10:00 AM	0306	485	Warranty Deed
07/10/2006 08:10:00 AM	0306	483	Warranty Deed
07/07/2006 10:30:00 AM	0306	371	Quit Claim Deed
03/08/2006 08:35:00 AM	0298	759	Warranty Deed
03/08/2006 08:35:00 AM	0298	756	Warranty Deed
03/08/2006 08:35:00 AM	0298	753	Warranty Deed
03/02/2006 01:25:00 PM	0298	457	Warranty Deed
03/02/2006 01:25:00 PM	0298	454	Warranty Deed
03/02/2006 01:25:00 PM	0298	451	Warranty Deed
03/02/2006 01:25:00 PM	0298	448	Warranty Deed
03/02/2006 01:25:00 PM	0298	445	Warranty Deed
03/02/2006 01:25:00 PM	0298	442	Warranty Deed
03/02/2006 01:25:00 PM	0298	440	Quit Claim Deed
01/07/2005 01:30:00 PM	0274	24	Warranty Deed

Tax

Tax Year	Taxes	
2020	\$1,134.80	
2019	\$1,013.26	

Images

- [Google Maps](#)
- [Photo](#)
- [GIS](#)
- [Map](#)



From: noreply@civicplus.com
To: mreynolds@kanab.utah.gov; kohlwiler@kanab.utah.gov; jchatterley@kanab.utah.gov
Subject: Online Form Submittal: Minor Subdivision Application (also commonly referenced as a Lot Split)
Date: Tuesday, November 17, 2020 5:28:29 PM

Minor Subdivision Application (also commonly referenced as a Lot Split)

Property Location Lot 719 Kanab Creek Ranchos Unit 7

Parcel Number: K-134-719

An applicant may subdivide property into less than 10 lots as a minor subdivision, provided that all proposed lots or parcels front a dedicated public street, comply with the applicable zone standards, and are approved through the process as outlined in the Subdivision Ordinance.

Existing Subdivision Name (Plat Amendment) Kanab Creek Ranchos Unit 7

Requested Subdivision Name (not within existing Subdivision) Cliff View Acres

Property Owner Josh & Shayla Johnson and Douglas & Jennifer Sibanda

Address 1343 S Powell, Kanab

Property Owner Phone Number 435-840-2548

Property Owner E-mail Address hrnhntn.jj@gmail.com

Applicant Name Thomas Avant

Applicant Address 460 E 300 S, Kanab

Applicant Phone Number 435-644-2031

Applicant E-mail Address tom@ireng.net

Engineer Thomas Avant

Engineer Address 460 E 300 S, Kanab

435-644-2031

Contact Phone Number

Contact Phone Number 435-644-2031

Description or Summary of What the Applicant is Requesting Looking to split 5.24 acres into 4 even lots of approximately 1.31 acres each. All 4 lots front a city street.

Fees/Deposit

The calculated fee/deposit for this application is \$600 + \$10 per mailer notification is required before processing of this application can begin. After submitting this form the applicant will have an opportunity to pay the required fees/deposits by mail, or hand deliver to the Kanab City Office.

Provide Two (2) 24" x 36" size copy and Six (6) 11" x 17" size copies of a Minor Subdivision Plat drawing. The plat shall also include:
Parcel splits within an existing Subdivision; a plat map is an Amended Plat and shall include narrative stating Amended Subdivision Plat. Parcel splits not within an existing Subdivision; a Record Survey may be acceptable and it is not an Amended Plat. -The proposed subdivision name. -The name and address of the applicant, engineer, or surveyor for the subdivision and owners of the land to be subdivided. -The boundary dimensions and legal description of the subdivision and each lot within 0.010' with the point of beginning clearly labeled. -A minimum scale of 1"=50'. -Existing rights-of-way and easement grants of record for streets, underground utilities and other public purposes. -A north arrow facing the top of right margin. -The latest date on each sheet. -The acreage or square footage for all parcels or lots and the length and width of the blocks and lots intended for sale. -A legend of symbols. -All survey monuments. -The streets indicating numbers and/or names and lots numbered consecutively. -The location, width, center-line bearings and curve data (including delta angle, radius, length, tangent and the long cord on curves) and other dimensions of all existing proposed or platted streets and easements. -The streets, lots, and properties within two hundred feet (200') surrounding the subdivision shown in ghost lines.

Also including the approval signature blocks for:

-Owner's dedication and acknowledgement. -Surveyor's stamped certificate with subdivision boundary legal description. -City Surveyor's approval. -City Engineer's approval. -City Attorney's approval. -Director of Public Works approval. -Planning Commission acceptance. -City Council approval. -City Recorder's certificate.

Utility Service Commitment Letters

A letter from the power, water, and sewer utility provider stating its commitment to provide service to the proposed project and to be operational prior to the issuance of any building permit. Include written approval from the Public Health Department if it is determined that the property is not serviced by the public sewer system.

Mailing Labels

For a public hearing notice not in an existing Subdivision, furnish two (2) sets of type written address labels to all property owners within one hundred and forty (140) feet of the property that is the subject of the proposed parcel change, addressed to the owner's mailing address appearing on the rolls of the Kane

County Assessor.

Title Report

Title Report prepared within the previous 30 days.

Kanab City Engineer Review and Approval

This application is not considered complete until all required documents are submitted to the Kanab City Manager for review and approval by the Kanab City Engineer. Typically two weeks is required for this process. The Kanab City Engineer will provide a letter stating that either the application is complete and approves the application or the Kanab City Engineer will indicate in a letter format any missing or incomplete information which is required before approval will be granted. Refer to the Kanab City Subdivision Ordinance and the Kanab General Plan for additional information.

Applicant Signature Thomas Avant

Date 11/17/2020

Owner Signature Thomas Avant

Date 11/17/2020

(Section Break)

Kanab City Use Only

City Received Date *Field not completed.*

Received By *Field not completed.*

Planning Commission
Review Date *Field not completed.*

Decision *Field not completed.*

Kanab City Council
Meeting Date *Field not completed.*

Decision *Field not completed.*

Kanab City Official
Signature *Field not completed.*

Date *Field not completed.*

Print *Field not completed.*

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AMENDED LOT 719 KANAB CREEK RANCHOS NO 7

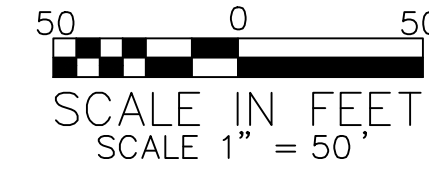
CITY OF KANAB, UTAH
 LOCATED IN S½ SE¼ OF SECTION 5,
 TOWNSHIP 44 SOUTH, RANGE 6 WEST,
 SALT LAKE BASE AND MERIDIAN



Building on Solid Foundations

460 E. 300 SOUTH
 KANAB, UTAH 84741
 435-644-2031
 www.ironrockeng.com

AMENDED LOT 719
 KANAB CREEK RANCHOS NO 7
 KANAB, UTAH



LOT 703

SURVEYOR'S CERTIFICATE

I, Thomas W. Avant, a Professional Land Surveyor, License No. 5561917, hold this license in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act and have completed this survey of the Property described herein in accordance with Section 17-23-17 and have verified all measurements and have placed monuments as represented on this Plat. I certify that by authority of the hereon owners, I have made a survey of the tract of land as shown on this Plat and have subdivided the same tract into 2 lots as well as Public Utility and Ingress & Egress Easements, as shown, which are herein after known as

"AMENDED LOT 719 KANAB CREEK RANCHOS NO 7"

and that the same has been correctly surveyed and staked on the ground as sown on this plat.

Thomas W. Avant, PLS # 5561917

Date: _____

NARRATIVE

The purpose of this survey was to retrace and subdivide on the ground the lines as shown on this Minor Subdivision at the request of the client. The purpose of the survey is to delineate the boundaries. All corners are set and found as shown. The basis of bearing for this survey is the Utah State Plane coordinate system South Zone, as measured between the Southwest and Northwest corners of Lot 719 with a basis of S 4° 11' 54" W and a distance of 319.42', as shown on this Plat.

Legal Description:

ALL OF LOT 719 KANAB CREEK RANCHOS NO 7, AS RECORDED IN THE OFFICE OF THE KANE COUNTY RECORDER, UTAH. (K-134)

As-Surveyed Description:

A portion of the S½ SE¼ of Section 5, Township 44 South, Range 6 West, Salt Lake Base and Meridian, more particularly described as follows:

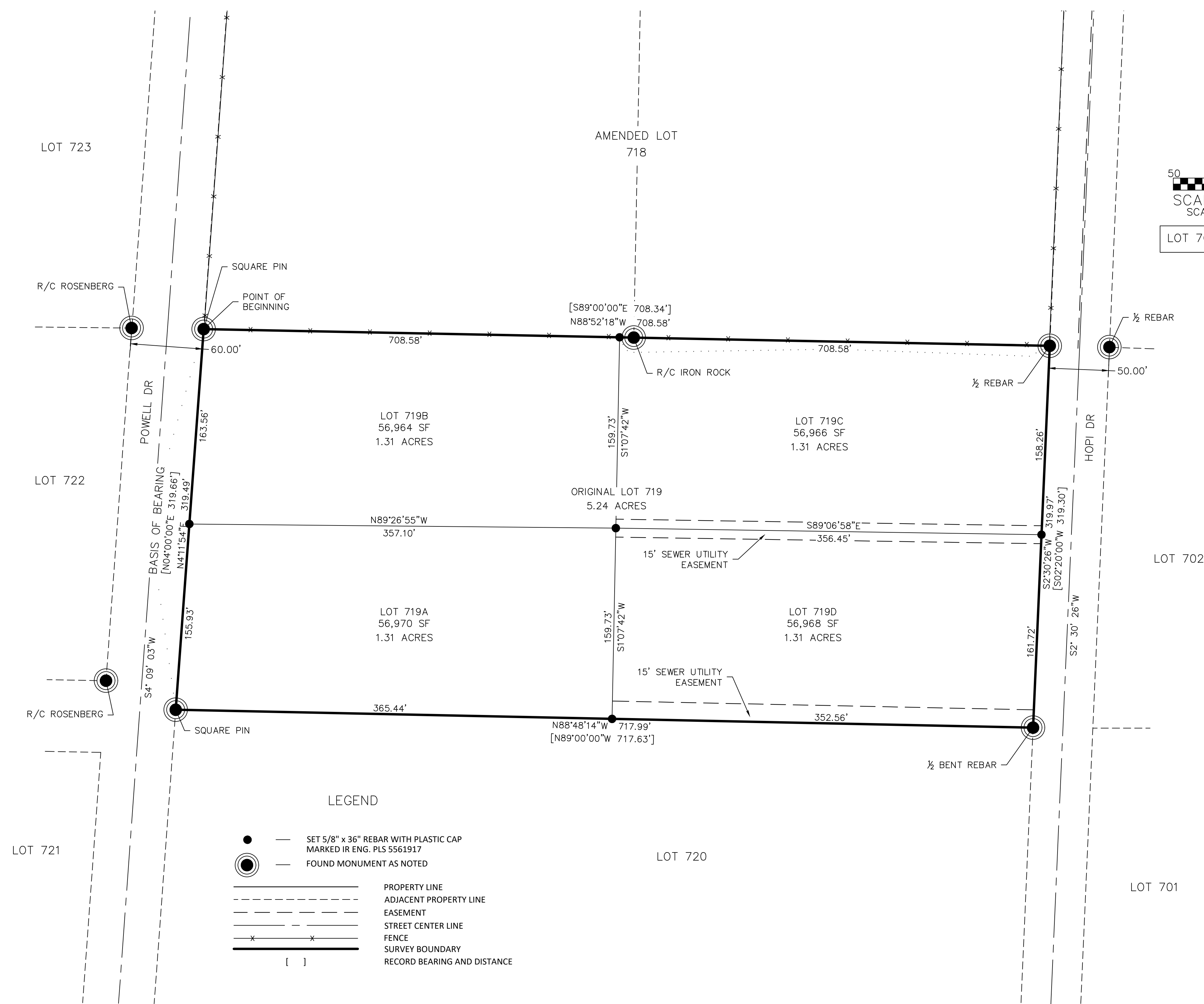
BEGINNING at the northwest corner of Lot 719 of the Kanab Creek Ranchos NO 7, as recorded in the Office of the Kane County Recorder, Utah; thence, along the north line of said lot, South 88° 52' 18" East 708.58 feet, to the northeast corner of said lot and the westerly right-of-way of Hopi Drive; thence, along said right-of-way, South 02° 30' 26" West 319.97 feet, to the southeast corner of said lot; thence, along the south line of said lot, North 88° 48' 14" West 717.99 feet, to the southwest corner of said lot and the easterly right-of-way of Powell Drive; thence, along said right-of-way, North 04° 11' 54" East 319.49 feet, to the POINT OF BEGINNING, containing 5.24 acres more or less.

SURVEYED AT THE REQUEST OF:

Josh and Shayla Johnson
 1343 S Powell Dr
 Kanab, UT 84741

REFERENCED DOCUMENTS

- FINAL PLAT OF KANAB CREEK RANCHOS NO 7 (K-134)
- AMENDED LOT 718 OF KANAB CREEK RANCHOS UNIT # 7 (K-134-718-AMENDED)



LEGEND

- SET 5/8" x 3/6" REBAR WITH PLASTIC CAP MARKED IR ENG. PLS 5561917
- FOUND MONUMENT AS NOTED
- PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- - - EASEMENT
- - - STREET CENTER LINE
- x - FENCE
- - - SURVEY BOUNDARY
- [] RECORD BEARING AND DISTANCE

ACKNOWLEDGMENT
 STATE OF UTAH,) s.s.
 COUNTY OF)
 On this _____ day of _____, 20____, personally appeared before me Joshua Johnson, who is personally know to me (or satisfactorily proved to me), and who being by me duly sworn did say that they executed this Plat.

 NOTARY PUBLIC

ACKNOWLEDGMENT
 STATE OF UTAH,) s.s.
 COUNTY OF)
 On this _____ day of _____, 20____, personally appeared before me Shayla Johnson, who is personally know to me (or satisfactorily proved to me), and who being by me duly sworn did say that they executed this Plat.

 NOTARY PUBLIC

ACKNOWLEDGMENT
 STATE OF UTAH,) s.s.
 COUNTY OF)
 On this _____ day of _____, 20____, personally appeared before me Douglas Sibanda, who is personally know to me (or satisfactorily proved to me), and who being by me duly sworn did say that they executed this Plat.

 NOTARY PUBLIC

ACKNOWLEDGMENT
 STATE OF UTAH,) s.s.
 COUNTY OF)
 On this _____ day of _____, 20____, personally appeared before me Jennifer Ann Sibanda, who is personally know to me (or satisfactorily proved to me), and who being by me duly sworn did say that they executed this Plat.

 NOTARY PUBLIC

OWNER'S DEDICATION
 Know all men by these presents that the undersigned Joshua Johnson and Shayla Johnson, Husband and Wife, as joint tenants, as to an undivided 50% interest, Douglas Sibanda, and Jennifer Ann Sibanda, Husband and Wife, as joint tenants, as to undivided 50% interest, all as tenants in common, are the owners of the above described tract of land, and hereby cause the same to be subdivided into two lots to be hereafter known as Amended Lot 719 Kanab Creek Ranchos NO 7, the undersigned owners also hereby re-convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat. The same to be used for the installation maintenance and operation of utility lines and facilities.
 IN WITNESS WHEREOF, I have set my hand this the _____ day of _____, 20____.
 Joshua Johnson Shayla Johnson Douglas Sibanda Jennifer Ann Sibanda
 1343 S Powell Dr 1343 S Powell Dr 2253 S Powell Dr 2253 S Powell Dr
 Kanab, UT 84741 Kanab, UT 84741 Kanab, UT 84741 Kanab, UT 84741

CITY PUBLIC WORKS DIRECTOR CERTIFICATE
 I, _____ Kanab City Public Works Director, do hereby certify that this office has examined the above Plat and have determined that it is correct and in accordance with information on file in this office and recommend it for approval this _____ day of _____, 20____.

 KANAB CITY PUBLIC WORKS DIRECTOR

CITY SURVEYOR CERTIFICATE
 I, _____ Kanab City Engineer, do hereby certify that this office has examined the above Plat and have determined that it is correct and in accordance with information on file in this office and recommend it for approval this _____ day of _____, 20____.

 KANAB CITY SURVEYOR

APPROVAL of the PLANNING COMMISSION
 On this the _____ day of _____, 20____, the Planning Commission of Kanab City, Utah, having reviewed the above Plat and having found that it complies with the requirements of the Kanab City's planning and zoning ordinances, and by authorization of said commission hereby recommend approval of said plat for acceptance by Kanab City, Utah.

 CHAIRMAN Planning Commission

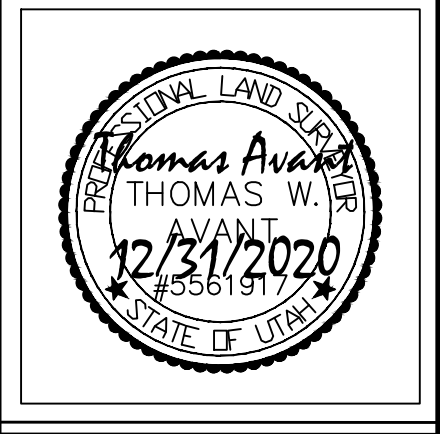
APPROVAL AND ACCEPTANCE by the Kanab City Council
 We the Kanab City Council have reviewed the hereon Plat and by authorization of said Kanab City Council recorded in the minutes of its meeting of the _____ day of _____, 20____, hereby accept the said plat with all commitments and all obligations pertaining thereto and is hereby ordered filed for record in the Office of the Kane County Recorder.
 Attest: _____ Mayor
 _____ Kanab City Recorder

CITY ATTORNEY CERTIFICATE
 I, _____ Attorney for Kanab City, do hereby certify that I have examined the above Plat and said plat meets the requirements of Kanab City and is hereby recommended for approval this _____ day of _____, 20____.

 KANAB CITY ATTORNEY

CERTIFICATE OF RECORDING
 I, _____ Recorder of Kane County, do hereby certify that above Plat was filed for recording in my office this _____ day of _____, 20____.
 KANE COUNTY RECORDER ENTRY NO. RECORDED AND FILED AT THE REQUEST OF:
 DATE TIME BOOK PAGE FEE

INITIAL SUBMITTAL	DATE:	11/13/20
REV#	DATE:	12/31/2020
1	DESCRIPTION:	NAME AND EASEMENT REVISION



DRAWN BY: MJS
 SCALE: 1" = 50'
 SHEET:
1 OF 1



Thank you for the opportunity to be of service! Your commitment for title insurance is attached. Please contact your real estate agent or our office if you have any questions.

File # 37279

Property 2253 S Powell Drive, Kanab, Utah 84741

Escrow Team Brad Adair - Escrow Agent (435) 644-4200 | brada@sutc.com
Office Address: 44 N. Main Street, Kanab, UT 84741



WARNING! DON'T BECOME A VICTIM OF FRAUD.

Due to the recent rise in cybercrime sweeping the real estate industry, we want you to be aware of the following important information: There have been many instances of real estate agents', brokers', attorneys' and/or consumers' email addresses being hacked/phished. The cyber-criminals forward bogus wire instructions, redirecting deposits and/or cash to close to a fraudulent bank account. Once received, the money is quickly sent offshore, where it is difficult if not impossible to retrieve.

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
SOUTHERN UTAH TITLE (KANAB OFFICE)
AUTHORIZED AGENT FOR OLD REPUBLIC TITLE INSURANCE COMPANY, INSURER**

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 EXTRACONTRACTUAL 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, *Southern Utah Title (Kanab Office)* (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

COMMITMENT CONDITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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) Schedule A;
 - (d) Schedule B, Part I—Requirements;
 - (e) Schedule B, Part II—Exceptions; and
 - (f) 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.

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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

- (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.

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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>>.

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Transaction Identification Data for reference only:

Commitment Number: 37279-K
Escrow Agent: Brad Adair
Escrow Agent Utah License Number: 73872
Escrow Agent Contact: (435) 644-4200 | brada@sutc.com
Searcher: Steve Shrope
Searcher Utah License Number: 207340
Property Land Type: Property
Property Address: 2253 S Powell Drive, Kanab, Utah 84741



SCHEDULE A

1. Commitment Date: November 16, 2020 at 7:00AM
2. Policy to be issued:
 - (a) Proposed Insured: **Iron Rock Engineering**
Proposed Policy Amount: **\$1,000.00** Premium:
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:
Joshua Johnson and Shayla Johnson, Husband and Wife, as Joint Tenants, as to an undivided 50% interest, Douglas Sibanda, and Jennifer Ann Sibanda, Husband and Wife, as Joint Tenants, as to an undivided 50% interest, all as tenants in common
5. The Land, situated in Kane County, Utah, is described as follows:

All of Lot 719, KANAB CREEK RANCHOS UNIT #7, according to the Official Plat thereof, on file in the Office of the County Recorder of Kane County, State of Utah.

Southern Utah Title (Kanab Office)

Authorized Agent for Insurer

By: 

Authorized Signatory



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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust to be insured.
2. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
3. Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B - Section 2 that are objectionable to the proposed insured.
4. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
5. The documents creating the interest to be insured must be signed, delivered and recorded.
6. You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land described in this Commitment.
7. Upon receipt and review of the necessary information listed in these requirements and related to this transaction, we reserve the right to add requirements to this Schedule or add special exceptions in Schedule B - Section 2.
8. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.
9. This Company will require the following, if necessary, to insure a loan by or conveyance from, the entity named herein: A. A copy of the Partnership Agreement, Articles of Organization, Operating Agreement and Corporation Resolution, together with all supplements or amendments thereto. B. Evidence that the entity is in good standing in the State where it was formed. C. A copy of the Trust Agreement and any amendments thereto.
10. Require assessment check with the existing Municipality and proof or full satisfaction that all Special Improvement Districts and/or Special Service Districts affecting said property be paid in full or paid current.

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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. Any facts, rights, interests, or claims which are not shown by the public records but which could be by an inspection of the land or which may be asserted by persons in possession, or claiming be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which 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; proceedings by a public agency which 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.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the records or attaching subsequent to the effective date hereof but prior to the date the proposed acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
9. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
10. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said property.
11. Taxes for the year 2020, has been paid in full.
12. Subject to easements, notes, restrictions, reservations, any and all other matters as set forth and disclosed on the Official Plat of "Kanab Creek Ranchos, Unit #7", Official Kane County Records.
13. The property lies within the Western Kane County Special Service District No. 1 and is subject to charges and assessments thereof, as shown by Resolution No. 1981-2, recorded in Book 0-69 at Pages 506-516, Official Kane County Records.

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- 14. The property lies within the Kane County Water Conservancy District and is subject to charges and assessments thereof, as shown by Amended Decree Establishing The Kane County Water Conservancy District, Civil No. 923600013, recorded in Book 0-124 at Pages 600-603, Official Kane County Records.
- 15. The property lies within the Kane County Human Resource Special Service District and is subject to charges and assessments, as shown by Resolution No. 1989-4, recorded in Book 0-125 at Pages 83-103, and by Resolution No. 30 R-2017-30, recorded December 20, 2017 as Entry No. 00177343 in Book 0488 at Pages 0441-0453, Official Kane County Records.
- 16. The property lies within the Kane County Recreation and Transportation Special Service District, and is subject to charges and assessments thereof, as shown by Resolution No. 1996-11, recorded in Book 0-161 at Pages 373-388, Official Kane County Records.
- 17. NOTE: This report is not intended to be a Commitment to issue Title Insurance. However, one may be furnished for the basic schedule fee; therefore, the total liability of this report is limited to the fee shown herein on Schedule A.

Exceptions 1-8 will not appear in any Extended Policy and Exceptions 1-10 will not appear in any Extended Loan Policy to be issued hereunder.

Note: The names on Schedule A have been checked for judgments and, if any were found, are disclosed on Schedule B of this Commitment .

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FACTS
WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

 Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

SOUTHERN UTAH TITLE COMPANY

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our Internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, title companies, exchange companies, appraisers, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Southern Utah Title Company (Kanab)
20 North Main #403, St. George, UT 84770

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

From: noreply@civicplus.com
To: mreynolds@kanab.utah.gov; kohlwiler@kanab.utah.gov; jchatterley@kanab.utah.gov
Subject: Online Form Submittal: Minor Subdivision Application (also commonly referenced as a Lot Split)
Date: Wednesday, November 18, 2020 11:43:03 AM

Minor Subdivision Application (also commonly referenced as a Lot Split)

Property Location 1100 S and Terrel Lane

Parcel Number: K-13-4-Annex

An applicant may subdivide property into less than 10 lots as a minor subdivision, provided that all proposed lots or parcels front a dedicated public street, comply with the applicable zone standards, and are approved through the process as outlined in the Subdivision Ordinance.

Existing Subdivision Name (Plat Amendment) *Field not completed.*

Requested Subdivision Name (not within existing Subdivision) Sand Hollar Ridge

Property Owner Juanita Terrel

Address 66 W 200 S

Property Owner Phone Number *Field not completed.*

Property Owner E-mail Address *Field not completed.*

Applicant Name Thomas Avant

Applicant Address 460 E 300 S

Applicant Phone Number 435 644 2031

Applicant E-mail Address tom@ireng.net

Engineer Thomas Avant

Engineer Address 460 E 300 S

435-644-2031

Contact Phone Number

Contact Phone Number 435-644-2031

Description or Summary of What the Applicant is Requesting Minor subdivision for family purposes.

Fees/Deposit

The calculated fee/deposit for this application is \$600 + \$10 per mailer notification is required before processing of this application can begin. After submitting this form the applicant will have an opportunity to pay the required fees/deposits by mail, or hand deliver to the Kanab City Office.

Provide Two (2) 24" x 36" size copy and Six (6) 11" x 17" size copies of a Minor Subdivision Plat drawing. The plat shall also include:
Parcel splits within an existing Subdivision; a plat map is an Amended Plat and shall include narrative stating Amended Subdivision Plat. Parcel splits not within an existing Subdivision; a Record Survey may be acceptable and it is not an Amended Plat. -The proposed subdivision name. -The name and address of the applicant, engineer, or surveyor for the subdivision and owners of the land to be subdivided. -The boundary dimensions and legal description of the subdivision and each lot within 0.010' with the point of beginning clearly labeled. -A minimum scale of 1"=50'. -Existing rights-of-way and easement grants of record for streets, underground utilities and other public purposes. -A north arrow facing the top of right margin. -The latest date on each sheet. -The acreage or square footage for all parcels or lots and the length and width of the blocks and lots intended for sale. -A legend of symbols. -All survey monuments. -The streets indicating numbers and/or names and lots numbered consecutively. -The location, width, center-line bearings and curve data (including delta angle, radius, length, tangent and the long cord on curves) and other dimensions of all existing proposed or platted streets and easements. -The streets, lots, and properties within two hundred feet (200') surrounding the subdivision shown in ghost lines.

Also including the approval signature blocks for:

-Owner's dedication and acknowledgement. -Surveyor's stamped certificate with subdivision boundary legal description. -City Surveyor's approval. -City Engineer's approval. -City Attorney's approval. -Director of Public Works approval. -Planning Commission acceptance. -City Council approval. -City Recorder's certificate.

Utility Service Commitment Letters

A letter from the power, water, and sewer utility provider stating its commitment to provide service to the proposed project and to be operational prior to the issuance of any building permit. Include written approval from the Public Health Department if it is determined that the property is not serviced by the public sewer system.

Mailing Labels

For a public hearing notice not in an existing Subdivision, furnish two (2) sets of type written address labels to all property owners within one hundred and forty (140) feet of the property that is the subject of the proposed parcel change, addressed to the owner's mailing address appearing on the rolls of the Kane

County Assessor.

Title Report

Title Report prepared within the previous 30 days.

Kanab City Engineer Review and Approval

This application is not considered complete until all required documents are submitted to the Kanab City Manager for review and approval by the Kanab City Engineer. Typically two weeks is required for this process. The Kanab City Engineer will provide a letter stating that either the application is complete and approves the application or the Kanab City Engineer will indicate in a letter format any missing or incomplete information which is required before approval will be granted. Refer to the Kanab City Subdivision Ordinance and the Kanab General Plan for additional information.

Applicant Signature Thomas Avant

Date 11/18/2020

Owner Signature Thomas Avant

Date 11/18/2020

(Section Break)

Kanab City Use Only

City Received Date *Field not completed.*

Received By *Field not completed.*

Planning Commission
Review Date *Field not completed.*

Decision *Field not completed.*

Kanab City Council
Meeting Date *Field not completed.*

Decision *Field not completed.*

Kanab City Official
Signature *Field not completed.*

Date *Field not completed.*

Print *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

SAND HOLLAR RIDGE A MINOR SUBDIVISION PARCEL K-13-4-ANNEX

CITY OF KANAB, UTAH

LOCATED IN SE $\frac{1}{4}$ NW $\frac{1}{4}$ & SW $\frac{1}{4}$ NE $\frac{1}{4}$ & E $\frac{1}{2}$ SW $\frac{1}{4}$ & W $\frac{1}{2}$ SE $\frac{1}{4}$
OF SECTION 34 TOWNSHIP 43 SOUTH, RANGE 6 WEST,
SALT LAKE BASE AND MERIDIAN

SURVEYOR'S CERTIFICATE

I, Thomas W. Avant, a Professional Land Surveyor, License No. 5561917, hold this license in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act and have completed this survey of the Property described hereon in accordance with Section 17-23-17 and have verified all measurements and have placed monuments as represented on this plat. I certify that by authority of the hereon owners, I have made a survey of the tract of land as shown on this Plat and have subdivided the same tract into 9 lots as well as Public Utility and Ingress & Egress Easements, as shown, which are herein after known as

"SAND HOLLAR RIDGE, A MINOR SUBDIVISION PARCEL K-13-4-ANNEX"

and that the same has been correctly surveyed and staked on the ground as shown on this plat.

Thomas Avant

12/30/2020

Thomas W. Avant, PLS # 5561917

Date:

NARRATIVE

The purpose of this survey was to retrace and subdivide on the ground the lines as shown on this Minor Subdivision at the request of the client. The purpose of the survey is to delineate the boundaries. All corners are set and found as shown. The basis of bearing for this survey is the Utah State Plane coordinate system South Zone, as measured between the West $\frac{1}{4}$ Corner and the South $\frac{1}{4}$ Corner of Section 34 with a basis of S 89°17'37" E and a distance of 1304.23', as shown on this Plat.

LEGAL DESCRIPTION:

Record Description:

BEGINNING at a point 40.0 rods South and 4.0 rods West of the Center of Section 34, Township 43 South, Range 6 West, Salt Lake Base and Meridian, and running thence South 20.0 rods; thence Southwesterly 43.26 rods, more or less, to a point 56.0 rods South and 24.0 rods West of the point of beginning; thence continuing Southwesterly 15.62 rods, more or less, to a point 66.0 rods South and 36.0 rods West of the point of beginning; thence continuing Southwesterly 26.25 rods, more or less, to a point 83.0 rods South and 56.0 rods West of the point of beginning; thence West 20.0 rods to the West line of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of said Section 34; thence South 37.0 rods to the Southwest Corner of said Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4); thence East 160.0 rods along the South line of said Section 34 to the Southeast Corner of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of said Section 34; thence North 80.0 rods to the Northeast Corner of said Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4); thence West 80.0 rods to the Northwest Corner of said Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4); thence North 40.0 rods along the Quarter section line; thence East 40.0 rods along the 1164th Section line; thence North 1320.0 feet; thence West 1320.0 feet to the 116th section line; thence South 64.0 rods along said line; thence East 36.0 rods; thence South 264.0 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM THAT PORTION LYING WITHIN 1100 SOUTH STREET OF KANAB CITY.

LESS AND EXCEPTING THEREFROM THAT PORTION OF SAID PROPERTY CONVEYED BY WARRANTY DEED RECORDED IN BOOK 0328 AT PAGES 431-432, OFFICIAL KANE COUNTY RECORDS.

As-Surveyed Description:

Parcel 1:

Commencing at the Center of Section 34, Township 43 South, Range 6 West, Salt Lake Base and Meridian; thence, along the North-South $\frac{1}{4}$ Line, North 00° 45' 30" East 30.00 feet, to the northerly right-of-way of 1100 South and the POINT OF BEGINNING, and running; thence, along said right-of-way South 89° 38' 27" East 571.25 feet, to the beginning of a curve; thence, along the curve to the left, 39.09 feet, having a radius of 25.00 feet, a central angle of 89° 34' 39" and whose long chord bears North 45° 34' 14" East 35.22 feet, to the westerly right-of-way of Terrel Drive; thence, along said right-of-way, North 00° 46' 55" East 122.31 feet, to the beginning of a curve; thence, along the curve to the right, 202.15 feet, having a radius of 330.00 feet, a central angle of 35° 05' 51" and whose long chord bears North 18° 19' 48" East 199.00 feet, to the West-East 1/64 Line; thence, departing said right-of-way and along said line, North 00° 46' 55" East 285.04 feet, to the South-North 1/64 Line; thence, along said line, North 89° 34' 42" West 656.32 feet, to the Center-South 1/64 Corner; thence, continuing along said line, North 89° 29' 00" West 654.32 feet, to the Southeast-Northwest 1/64 Corner; thence, along the East-West 1/64 Line, South 00° 43' 42" West 623.97 feet, to the northerly right-of-way of said 1100 South; thence, along said right-of-way, South 89° 38' 27" East 654.01 feet, to the POINT OF BEGINNING; containing 18.34 acres (more or less).

Parcel 2:

Commencing at the Center of Section 34, Township 43 South, Range 6 West, Salt Lake Base and Meridian; thence, along the North-South $\frac{1}{4}$ Line, South 00° 46' 49" East 30.00 feet, to the southerly right-of-way of 1100 South and the POINT OF BEGINNING, and running; thence, along said right-of-way, North 89° 38' 27" West 579.12 feet, to the beginning of a curve; thence, along the curve to the left, 39.11 feet, having a radius of 25.00 feet, a central angle of 89° 38' 29" and whose long chord bears South 45° 32' 19" West 35.24 feet, to the easterly right-of-way of Maple Lane; thence, along said right-of-way, South 00° 43' 04" West 342.48 feet; thence, departing said right-of-way, South 89° 33' 55" East 537.45 feet; thence South 00° 45' 32" West 264.00 feet; thence South 00° 45' 32" West 330.00 feet; thence South 34° 26' 56" West 713.90 feet; thence South 50° 36' 10" West 690.84 feet; thence North 89° 14' 28" West 314.83 feet, to the West 1/16 Line; thence, along said line, South 00° 40' 38" West 620.03 feet, to the West 1/16 Corner along the South Section Line; thence, along said section line, South 89° 17' 37" East 1304.23 feet, to the South $\frac{1}{4}$ Corner; thence, continuing along said line, South 89° 10' 52" East 1318.02 feet, to the East 1/16 Corner along said line; thence, along the East 1/16 Line, North 00° 37' 42" East 1330.90 feet, to the Southeast 1/16 Corner; thence, along the South 1/16 Line, North 89° 26' 00" West 657.55 feet, to the Center-West-Southeast 1/64 Corner; thence, continuing along said line, North 89° 24' 43" West 657.48 feet, to the Center-South 1/64 Corner; thence, along the North-South $\frac{1}{4}$ Line, North 00° 44' 15" East 662.99 feet, to the Center-North-South 1/64 Corner; thence, along the North-South 1/64 Line, South 89° 31' 22" East 608.13 feet, to the westerly right-of-way of Terrel Drive and the beginning of a non-tangential curve; thence, along said right-of-way and the curve to the right, 85.80 feet, having a radius of 330.00 feet, a central angle of 14° 53' 50" and whose long chord bears North 06° 45' 14" West 85.56 feet; thence North 00° 41' 42" East 523.71 feet, to the beginning of a curve; thence, along the curve to the left, 39.40 feet, having a radius of 25.00 feet, a central angle of 90° 18' 23" and whose long chord bears North 44° 29' 17" West 35.45 feet, to the southerly right-of-way of 1100 South; thence, along said right-of-way, North 89° 38' 27" West 570.96 feet, to the POINT OF BEGINNING; containing 82.44 acres (more or less).

Total Area being 101.28 acres (more or less).

LEGEND

- SET 5/8" x 36" REBAR WITH PLASTIC CAP MARKED IR ENG. PLS 5561917
- FOUND MONUMENT AS NOTED
- ◆ FOUND SECTION MONUMENT AS NOTED
- ◇ CALCULATED SECTION MONUMENT AS NOTED
- PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- - - EASEMENT
- - - STREET CENTER LINE
- - - FENCE
- - - SECTION LINE
- - - 1/2 SECTION LINE
- - - 1/4 SECTION LINE
- - - 1/8 SECTION LINE
- - - SURVEY BOUNDARY
- - - RECORD BEARING AND DISTANCE
- [] LOT 5 (HATCHED FOR CLARITY)

OWNER INFORMATION:

Terrel Revocable Trust, Dated February 27, 1998
66 W 200 S
KANAB, UT 84741

OWNER'S DEDICATION

Know all men by these presents that the undersigned Juanita A. Terrel, Sole Trustee of the Terrel Revocable Trust, dated February 27, 1998, is the owner of the above described tract of land, and hereby cause the same to be subdivided into eight lots to be hereafter known as Sand Hollar Ridge, a Minor Subdivision, the undersigned owner also hereby re-convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat. The same to be used for the installation maintenance and operation of utility lines and facilities.

IN WITNESS WHEREOF, I have set my hand this the _____ day of _____, 20____.

JUANITA A. TERREL, Sole Trustee of the Terrel Revocable Trust,
dated February 27, 1998.
66 W 200 S
KANAB, UT 84741

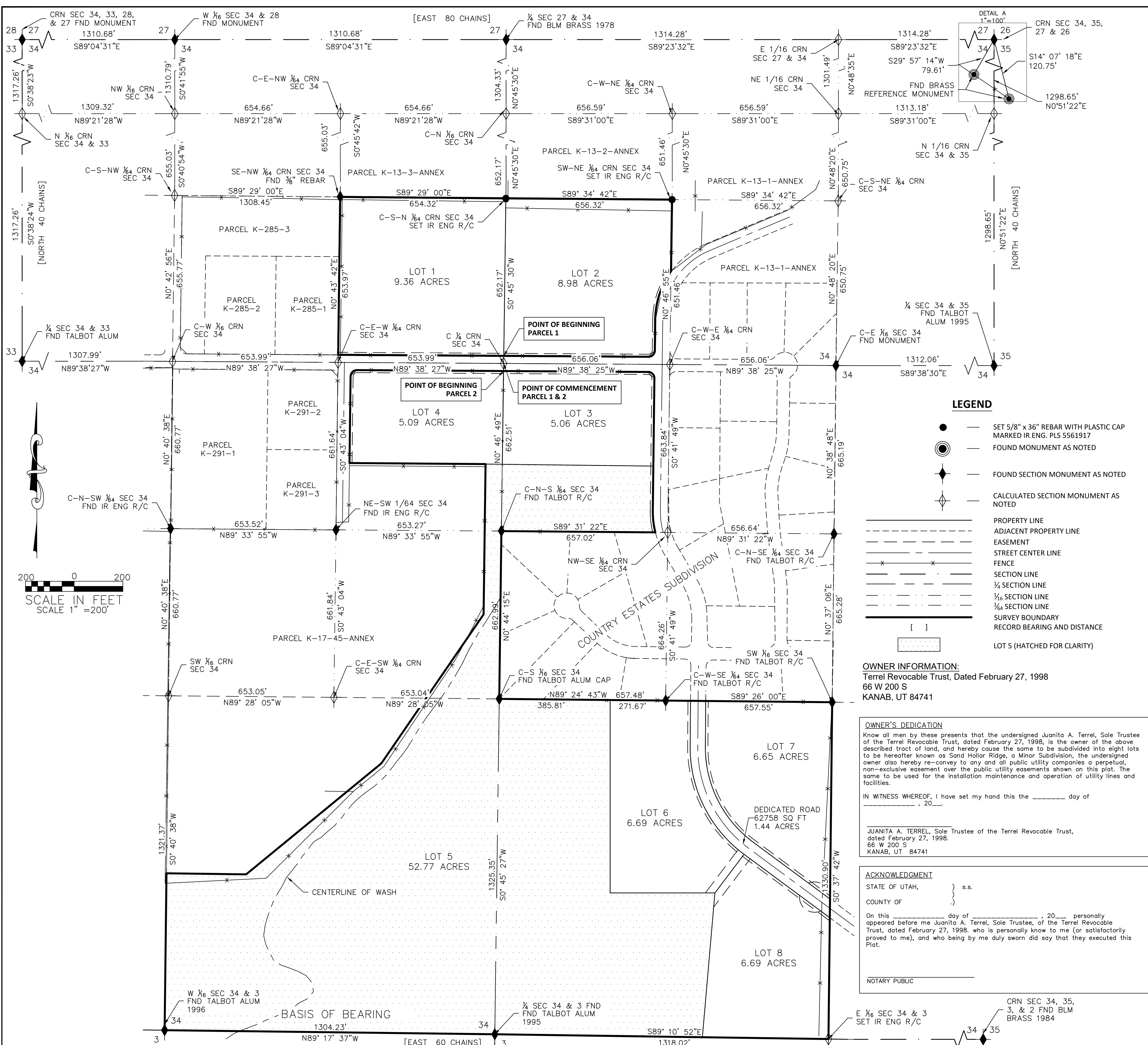
ACKNOWLEDGMENT

STATE OF UTAH,)
COUNTY OF _____) s.s.

On this _____ day of _____, 20____, personally appeared before me Juanita A. Terrel, Sole Trustee, of the Terrel Revocable Trust, dated February 27, 1998, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that they executed this Plat.

NOTARY PUBLIC

CRN SEC. 34, 35,
3, & 2 FND BLM
BRASS 1984



CITY PUBLIC WORKS DIRECTOR CERTIFICATE

I, _____ Kanab City Public Works Director, do hereby certify that this office has examined the above Plat and has determined that it is correct and in accordance with information on file in this office and recommend it for approval this _____ day of _____, 20____.

KANAB CITY PUBLIC WORKS DIRECTOR

CITY SURVEYOR CERTIFICATE

I, _____ Kanab City Engineer, do hereby certify that this office has examined the above Plat and has determined that it is correct and in accordance with information on file in this office and recommend it for approval this _____ day of _____, 20____.

KANAB CITY SURVEYOR

APPROVAL OF THE PLANNING COMMISSION

On this _____ day of _____, 20____, having reviewed the Planning Commission of Kanab City, Utah, having reviewed the above Plat and having found that it complies with the requirements of the Kanab City's planning and zoning ordinances, and by authorization of said commission hereby recommend approval of said plat for acceptance by Kanab City, Utah.

CHAIRMAN Planning Commission

APPROVAL AND ACCEPTANCE by the Kanab City Council

We the Kanab City Council have reviewed the hereon Plat and by authorization of said Kanab City Council recorded in the minutes of its meeting of the _____ day of _____, 20____, hereby accept the said plat with all commitments and all obligations pertaining thereto and is hereby ordered filed for record in the Office of the Kane County Recorder.

Attest: _____ Mayor
Kanab City Recorder _____ Kanab City Council

CITY ATTORNEY CERTIFICATE

I, _____ Attorney for Kanab City, do hereby certify that I have examined the above Plat and said plat meets the requirements of Kanab City and is hereby recommended for approval this _____ day of _____, 20____.

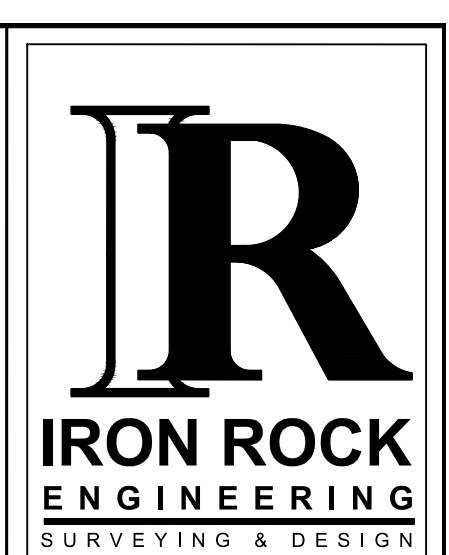
KANAB CITY ATTORNEY

CERTIFICATE OF RECORDING

I, _____ Recorder of Kane County, do hereby certify that above Plat was filed for recording in my office this _____ day of _____, 20____.

KANE COUNTY RECORDER ENTRY NO. _____ RECORDED AND FILED AT THE _____ OFFICE OF _____

DATE TIME BOOK PAGE FEE



Building on Solid Foundations

460 E. 300 SOUTH
KANAB, UTAH 84741
435-644-2031
www.ironrockeng.com

SAND HOLLAR RIDGE
MINOR SUBDIVISION
PARCEL K-13-4-ANNEX
KANAB, UTAH

INITIAL SUBMITTAL	DATE:	DESCRIPTION:
	07/30/20	
REV# 1	12/09/2020	City Surveyor Revisions
2	12/30/2020	CITY P & Z REVISIONS



DRAWN BY: MJS/CM

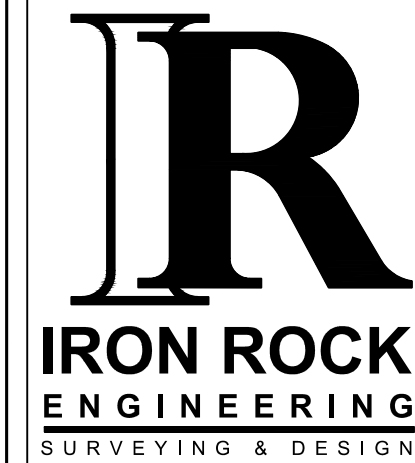
SCALE: 1" = 200'

SHEET:

1 OF 3

SAND HOLLAR RIDGE A MINOR SUBDIVISION PARCEL K-13-4-ANNEX

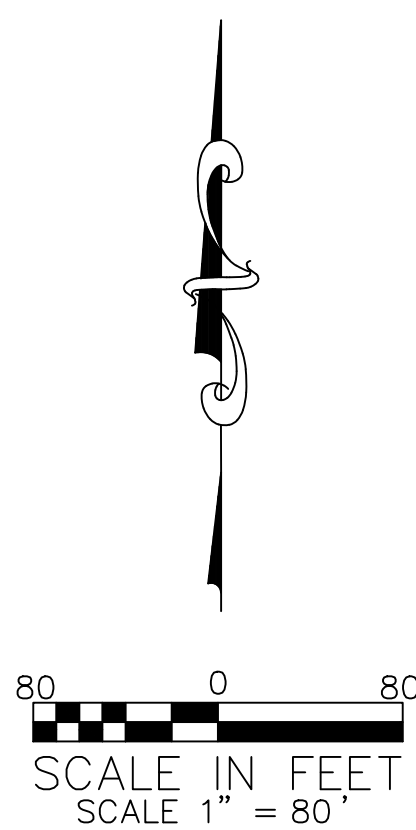
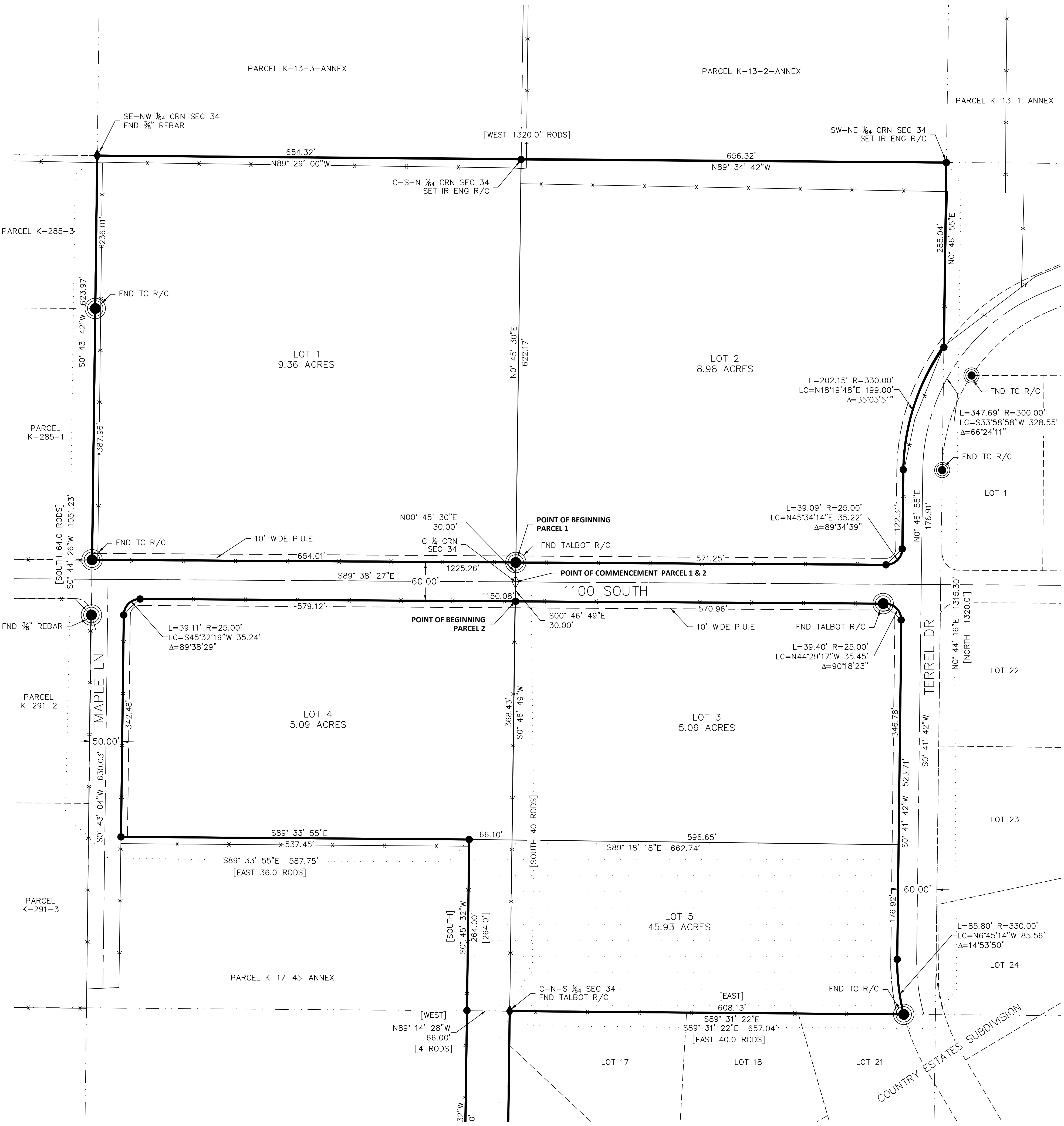
CITY OF KANAB, UTAH
LOCATED IN SE¹/₄ NW¹/₄ & SW¹/₄ NE¹/₄ & E¹/₂ SW¹/₄ & W¹/₂ SE¹/₄
OF SECTION 34 TOWNSHIP 43 SOUTH, RANGE 6 WEST,
SALT LAKE BASE AND MERIDIAN



Building on Solid Foundations

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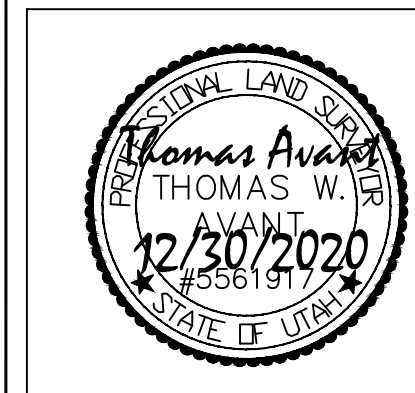
**SAND HOLLAR RIDGE
MINOR SUBDIVISION
PARCEL K-13-4-ANNEX
KANAB, UTAH**



LEGEND

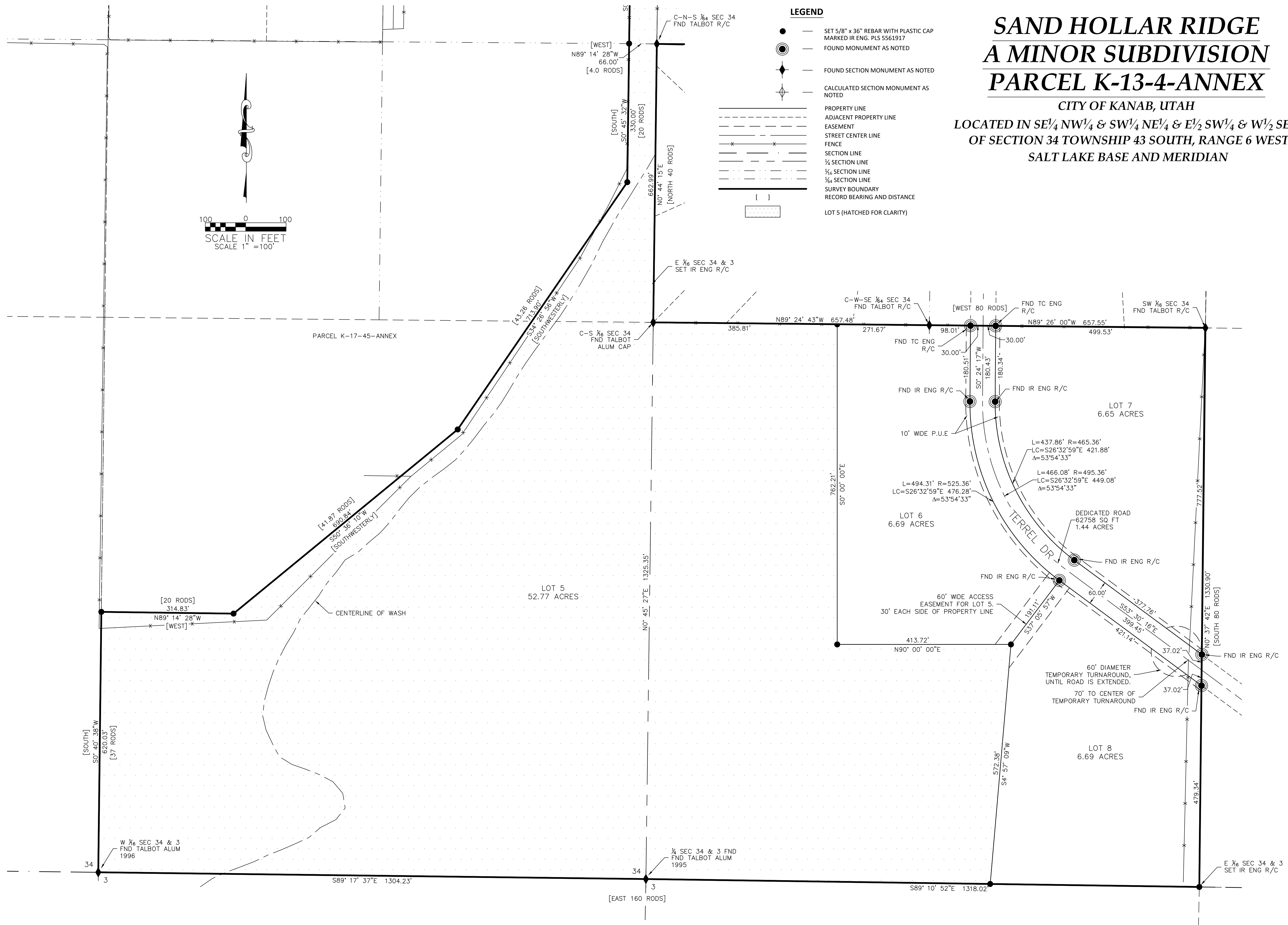
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- 1/6 SECTION LINE
- 1/8 SECTION LINE
- SURVEY BOUNDARY
- RECORD BEARING AND DISTANCE
- LOT 5 (HATCHED FOR CLARITY)

INITIAL SUBMITTAL	DATE:	07/30/20
REV# 1	DATE:	12/09/2020
REV# 2	DATE:	12/30/2020
DESCRIPTION:		City Surveyor Revisions
		CITY P & Z REVISIONS



DRAWN BY: MJS/CM
SCALE: 1" = 80'
SHEET:

Y:\Survey\Kanab\City\Drawings\Kanab_7_2019_Terrel Minor Subdivision.dwg



SAND HOLLAR RIDGE A MINOR SUBDIVISION PARCEL K-13-4-ANNEX

CITY OF KANAB, UTAH
LOCATED IN SE¹/₄ NW¹/₄ & SW¹/₄ NE¹/₄ & E¹/₂ SW¹/₄ & W¹/₂ SE¹/₄
OF SECTION 34 TOWNSHIP 43 SOUTH, RANGE 6 WEST,
SALT LAKE BASE AND MERIDIAN

- LEGEND**
- SET 5/8" x 36" REBAR WITH PLASTIC CAP MARKED IR ENG. PLS 5561917
 - ⊙ FOUND MONUMENT AS NOTED
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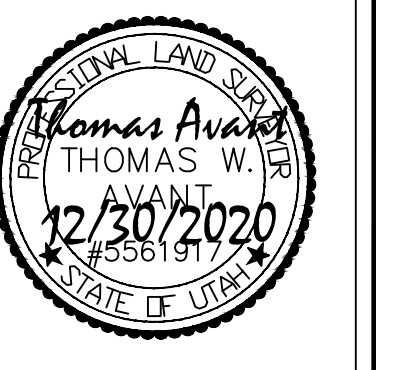


Building on Solid Foundations

460 E. 300 SOUTH
KANAB, UTAH 84741
435-644-2031
www.ironrockeng.com

SAND HOLLAR RIDGE
MINOR SUBDIVISION
PARCEL K-13-4-ANNEX
KANAB, UTAH

INITIAL SUBMITTAL	DATE:	DESCRIPTION:
REV# 1	07/30/20	City Surveyor Revisions
2	12/09/2020	CITY P & Z REVISIONS
	12/30/2020	



DRAWN BY: MJS/CM
SCALE: 1" = 100'
SHEET:

1 **Kanab City Planning and Zoning Commission Meeting**
2 **December 15, 2020**
3 **Kanab City Council Chambers**
4 **26 North 100 East**
5 **6:30 PM**
6

7 **Present:** Chair Chris Heaton; Chair Pro Tem Scott Colson; Commission Members Ben Aiken, Donna Huntsman, Kerry
8 Glover, Ben Clarkson and Boyd Corry, City Attorney Jeff Stott; Administrative Assistant Janae Chatterley; City Council
9 Liaison Arlon Chamberlain.

10
11 **Not in Attendance:** Land Use Coordinator Mike Reynolds; City Planner Bob Nicholson
12

13 **Approval of Minutes:** A motion was made by Donna Huntsman to approve the minutes from 12/1/2020 with the
14 suggestion to add a note that meeting was virtual, second by Kerry Glover. Unanimous vote, motion passed.
15

16 **Public Comment:** None
17

18 **A public hearing to discuss a zone change to Parcel K-229-2 in the Chamberlain Minor Subdivision from RA**
19 **(residential agriculture) to RR-1 (rural residential) on 8.00 acres; located in the approximate area of 1240 E**
20 **Chinle Dr. in Kanab, UT [Applicant Trevor and Jennifer Stewart].**

21 Janae Chatterley reported that the applicant is requesting a zone change from a RA to RR-1. The lot is currently part of
22 a subdivision, the applicant plans on requesting a plat amendment to split the lot and the zone change is necessary to
23 move forward with their plans. Surrounding lots are RA and M1.

24 Commission and staff discussed what surrounds this property and the utilities that are currently in the area.

25 Scott Colson made a motion to go in and out of public hearing at the Chair's discretion, Boyd Corry seconds

26 No public comments

27 Scott Colson made a motion to recommend to City Council to approve zone change for parcel K-229-2 in the
28 Chamberlain Minor Subdivision from RA to RR-1 located in the approximate area of 1240 E Chinle Dr., Ben Clarkson
29 seconds, unanimous vote; motion passes.
30

31 **A public meeting to discuss a minor subdivision [Sand Holler Ridge] on parcel K-13-4-Annex creating eight [8]**
32 **individual lots; located in the area of 1100 S Terrel Lane [Applicant; Juanita Terrel]**

33 Janae Chatterley reported that the applicant is requesting a minor subdivision to split into 8 lots, parcel is located by
34 Country Estates and off of Terrel Dr. Originally the application was for a subdivision of 9 lots, the Development
35 Committee identified an issue with two of the lots not fronting a dedicated public street per the Subdivision Ordinance.
36 The applicant changed the plans to 8 lots and all lots front a dedicated city street.

37 Chris Heaton commented that the Owner's dedication that was approved by the engineers needed to be updated, Chris
38 spoke with Mike at Iron Rock Engineering to have that updated. Discussion regarding the dedicated street and the
39 agreement that was done in 1998 between the Terrels and Kane County. Chris Heaton would like to see another page
40 added to the map with a road dedication. Commission discussed the road and when it will be an improved road or
41 becomes a thru street. Until this road becomes a through street the Commission recommends that there is a hammer
42 head or cul-de-sac for emergency vehicles to turn around. Ben Clarkson expressed concerns on water drainage
43 coming from Country Estates and on to Terrel property. Mr. Clarkson would like to see an access easement provided to
44 the city to maintain the water drainage ditch. Discussion regarding access to the southern portion of Lot 5, Mr Clarkson
45 requested that the applicant move the easement above lot six to between lot six and eight.

46 Ben Clarkson made a motion to recommend to City Council an approval of a minor subdivision of Sand Holler Ridge
47 parcel K-13-4-Annex creating eight [8] individual lots, located in the area of 1100 S and Terrel Lane with the condition
48 that a cul-de-sac be accounted for at the end of Terrel drive to facilitate turn around until it is extended as a through
49 street, move the 60-foot easement on the south fence line of Country Estates down between lot 6 and 8, and that an
50 easement is created (or if one is existing that it is marked on the map) to allow the natural flow of Pugh Canyon
51 drainage to continue from the end of the concrete ditch to off of the property, this easement would be dedicated for

52 public maintenance. Ben Aiken seconds. Commission discussed amendment to motion to include "temporary" turn
53 around, the dedication of the road should be in accordance with engineering standards and to resolve any legal
54 obligations on the responsibility for road improvements and maintenance. Unanimous decision, motion passes.

55
56 **Staff Report:** None

57
58 **Commission Member Report:** Ben Clarkson announced that there will be a presentation for the proposed Golf Course
59 on 12/16/2020 @ 3:00 PM in the Kane County Water Conservancy building.

60
61 **Council Member Liaison Report:** Arlon Chamberlain suggested to the Commission to have all the conditions and
62 recommendations as complete as possible before sending to City Council.

63
64 Kerry Glover motions to adjourn the meeting second by Ben Aiken, unanimous vote.

65
66
67
68 _____
69 Chairperson Date

DRAFT

When Recorded return to:
Kane County
76 N. Main
Kanab, Utah 84741

ENTRY NO. 00148999
08/30/2010 11:58:07 AM B: 0388 P: 0572
Easements and Right of Ways PAGE 1 / 1
VERJEAN CARUSO KANE COUNTY RECORDER
FEE \$ 0.00 BY SOUTHERN UTAH TITLE CO

Tax ID# K-13-4-Annex

Grant of Easement

Billy E. Terrel and Juanita A. Terrel, Trustees of the Terrel Revocable Trust under agreement dated February 27, 1998, Grantor(s), of the county(ies) and state(s) set forth below, hereby Gants to **KANE COUNTY, its successor or assigns, Grantee**, for the sum of ten dollars (\$10.00) and other good and valuable consideration, the following described tract of land for a perpetual public easement to erect, construct, install and lay and thereafter access said and adjacent property, use operate, inspect, repair, maintain, replace a road and any and all public utilities, at GRANTEE's expense, over across and through the land owned by GRANTOR or in which GRANTOR claims any interest, situated in, Kane County, State of Utah, together with the right of ingress and egress over said land to access the adjacent lands with Grantee's right to improve said easement for same, for the purpose of this easement:

A 60 feet wide easement being 30 feet on both sides of the following described center line:

COMMENCING at the Southeast Corner of Section 34, Township 43 South, Range 6 West, Salt Lake Base and Meridian, thence, along the South Section Line of said Section North 89°10'52" West 1318.02 feet, to the East 1/16 Line of said Section; thence, along said 1/16 Line, North 0°37'42" East 516.36 feet, to the POINT OF BEGINNING, with side lines being extended and trimmed to said 1/16 Line; thence North 53°30'16" West 397.30 feet, to a curve to the right; thence 473.25 feet along said curve, having a radius of 500.00 feet and a central angle of 54°13'48"; thence North 0°43'33" East 175.45 feet to the South 1/16 Line of said Section also being POINT OF TERMINUS, with side lines being extended and trimmed to said Line, containing 1.44 acres (more or less).

GRANTEE shall install an 8" water line to extend into GRANTOR's south portion of said property at a location to be determined by Grantor. Line to extend to a valve and blow off plug.

GRANTEE shall install a 6" fire hydrant assembly on said property owned by the GRANTOR at the location shown in the Water Line Construction Drawings as approved by Kanab City.

The easement shall be improved with fencing on both sides and an surface in compliance with Kanab City Standards shall be installed, at the GRANTEE'S expense, prior to the easement being used as a through road.

WITNESS the hand of said Grantor(s), this 11TH day of August, 2010.

Billy E Terrel
Billy E. Terrel, trustee of the
Terrel Revocable Trust, dated February 27, 1998

Juanita A Terrel
Juanita A. Terrel, trustee of the
Terrel Revocable Trust, dated February 27, 1998

STATE OF UTAH)
)ss.
COUNTY OF KANE)

On the 11TH day of August, 2010, personally appeared before me Billy E. and Juanita A. Terrel, trustees of the Terrel Revocable Trust, dated February 27, 1998 and known to me acknowledged to me that he/she/they executed the foregoing instrument.

My Commission expires: 6-19-11

[Signature]
NOTARY PUBLIC

COURTESY RECORDING OFFICE
NO LIABILITY



**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
SOUTHERN UTAH TITLE (KANAB OFFICE)
AUTHORIZED AGENT FOR OLD REPUBLIC TITLE INSURANCE COMPANY, INSURER**

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 EXTRACONTRACTUAL 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, *Southern Utah Title (Kanab Office)* (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

COMMITMENT CONDITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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) Schedule A;
 - (d) Schedule B, Part I—Requirements;
 - (e) Schedule B, Part II—Exceptions; and
 - (f) 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.

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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

- (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.

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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>.

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Transaction Identification Data for reference only:

Commitment Number: 36430-K - 1st Amended
Escrow Agent: Brad Adair
Escrow Agent Utah License Number: 73872
Escrow Agent Contact: (435) 644-4200 | brada@sutc.com
Searcher: Brad Adair
Searcher Utah License Number: 73872
Property Land Type: Property
Property Address: (unassigned), Kanab, Utah 84741
Standard Owners Policy



SCHEDULE A

1. Commitment Date: June 30, 2020 at 7:00AM
2. Policy to be issued:
 - (a) ALTA Owners Policy
Proposed Insured: **Iron Rock Engineering**
Proposed Policy Amount: **\$1,000.00** Premium: **\$200.00**
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:
Billy E. Terrel and Juanita A. Terrel, Trustees, or their successors in trust as Trustees of the Terrel Revocable Trust
5. The Land, situated in Kane County, Utah, is described as follows:

See attached Exhibit A-Legal Description

Southern Utah Title (Kanab Office)

Authorized Agent for Insurer

By: 
Authorized Signatory



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EXHIBIT A
Legal Description

BEGINNING at a point 40.0 rods South and 4.0 rods West of the Center of Section 34, Township 43 South, Range 6 West, Salt Lake Base and Meridian, and running thence South 20.0 rods; thence Southwesterly 43.26 rods, more or less, to a point 56.0 rods South and 24.0 rods West of the point of beginning; thence continuing Southwesterly 15.62 rods, more or less, to a point 66.0 rods South and 36.0 rods West of the point of beginning; thence continuing Southwesterly 26.25 rods, more or less, to a point 83.0 rods South and 56.0 rods West of the point of beginning; thence West 20.0 rods to the West line of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of said Section 34; thence South 37.0 rods to the Southwest Corner of said Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4); thence East 160.0 rods along the South line of said Section 34 to the Southeast Corner of Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of said Section 34; thence North 80.0 rods to the Northeast Corner of said Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4); thence West 80.0 rods to the Northwest Corner of said Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4); thence North 40.0 rods along the Quarter section line; thence East 40.0 rods along the 1/64th Section line; thence North 1320.0 feet; thence West 1320.0 feet to the 1/16th section line; thence South 64.0 rods along said line; thence East 36.0 rods; thence South 264.0 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM THAT PORTION LYING WITHIN 1100 SOUTH STREET OF KANAB CITY..

LESS AND EXCEPTING THEREFROM THAT PORTION OF SAID PROPERTY CONVEYED BY WARRANTY DEED RECORDED IN BOOK 0328 AT PAGES 431-432, OFFICIAL KANE COUNTY RECORDS.

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SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust to be insured.
2. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
3. Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B - Section 2 that are objectionable to the proposed insured.
4. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
5. The documents creating the interest to be insured must be signed, delivered and recorded.
6. You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land described in this Commitment.
7. Upon receipt and review of the necessary information listed in these requirements and related to this transaction, we reserve the right to add requirements to this Schedule or add special exceptions in Schedule B - Section 2.
8. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.
9. This Company will require the following, if necessary, to insure a loan by or conveyance from, the entity named herein: A. A copy of the Partnership Agreement, Articles of Organization, Operating Agreement and Corporation Resolution, together with all supplements or amendments thereto. B. Evidence that the entity is in good standing in the State where it was formed. C. A copy of the Trust Agreement and any amendments thereto.
10. Require assessment check with the existing Municipality and proof of full satisfaction that all Special Improvement Districts and/or Special Service Districts affecting said property be paid in full or paid current.
11. We find no open Deeds of Trust of record. Require any "Party" to this transaction with knowledge to the contrary to inform the Escrow/Title Department prior to closing.

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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. Any facts, rights, interests, or claims which are not shown by the public records but which could be by an inspection of the land or which may be asserted by persons in possession, or claiming be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which 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; proceedings by a public agency which 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.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the records or attaching subsequent to the effective date hereof but prior to the date the proposed acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
9. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under or across said property.
10. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
11. Taxes for the year 2020, which are liens, but not yet due or payable. (NOTE: 2019 taxes in the amount of \$7.04 are paid in full. Serial No. K-13-4-ANNEX. Account No. 0061799.)
12. The conditions and terms of the "1969 Farmland Assessment Act" as provided under Secs. 59-2-501 etseq., UCA 1953, for which Application for Assessment and Taxation of Agricultural Land has been filed, wherein there is a Five (5) year Roll-Back provision with regard to assessment and taxation, which becomes effective upon change of ownership or change of use of all or part of the eligible land.
13. The property lies within the Western Kane County Special Service District No. 1 and is subject to charges and assessments thereof, as shown by Resolution No. 1981-2, recorded in Book 0-69 at Pages 506-516, Official Kane County Records.

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14. The property lies within the Kane County Water Conservancy District and is subject to charges and assessments thereof, as shown by Amended Decree Establishing The Kane County Water Conservancy District, Civil No. 923600013, recorded in Book 0-124 at Pages 600-603, Official Kane County Records.
15. The property lies within the Kane County Human Resource Special Service District and is subject to charges and assessments, as shown by Resolution No. 1989-4, recorded in Book 0-125 at Pages 83-103, and by Resolution No. 30 R-2017-30, recorded December 20, 2017 as Entry No. 00177343 in Book 0488 at Pages 0441-0453, Official Kane County Records.
16. The property lies within the Kane County Recreation and Transportation Special Service District, and is subject to charges and assessments thereof, as shown by Resolution No. 1996-11, recorded in Book 0-161 at Pages 373-388, Official Kane County Records.
17. The terms and conditions of that certain easement for ingress and egress as created under that certain Notice of Interest with Right of Ingress and Egress attached to the same recorded July 2, 1993, as Entry No. 76310 in Book 0-128 at Pages 179-182, Official Kane County Records.
18. The terms and conditions as shown on the Road Dedication Plat of 1100 South Street in Sections 33 and 34, Kanab City, Kane County, State of Utah, recorded February 13, 2006 in Book K at Page 177, Official Kane County Records.
19. NOTE: This report is not intended to be a Commitment to issue Title Insurance. However, one may be furnished for the basic schedule fee; therefore, the total liability of this report is limited to the fee shown herein on Schedule A.

Exceptions 1-8 will not appear in any Extended Policy and Exceptions 1-10 will not appear in any Extended Loan Policy to be issued hereunder.

Note: The names on Schedule A have been checked for judgments and, if any were found, are disclosed on Schedule B of this Commitment .

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FACTS
WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

 Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

SOUTHERN UTAH TITLE COMPANY

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our Internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, title companies, exchange companies, appraisers, brokers or representative to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

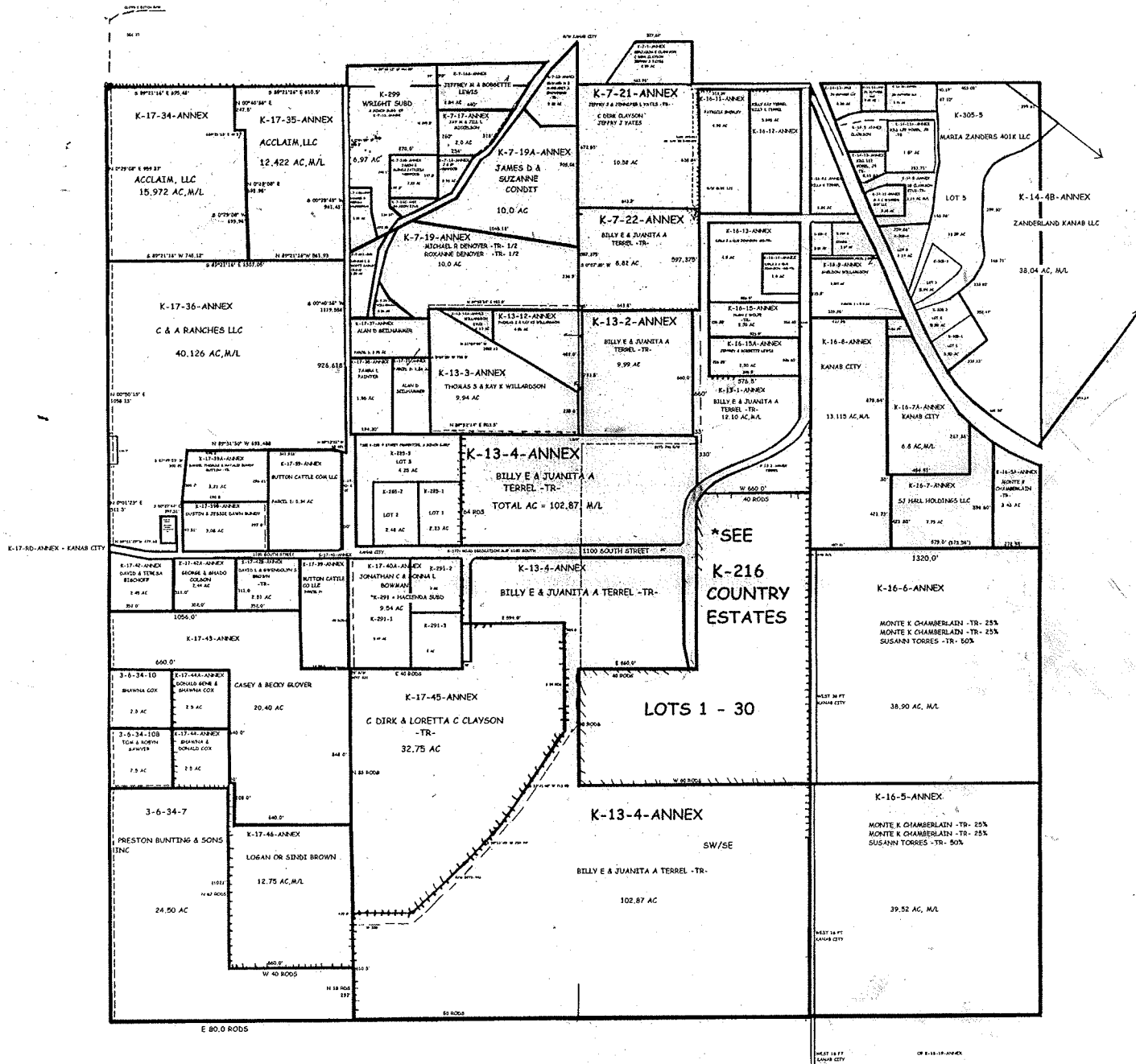
All requests must be made in writing to the following address:

Privacy Compliance Officer
Southern Utah Title Company (Kanab)
20 North Main #403, St. George, UT 84770

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

SECTION 34 T43S R6W



SCALE: 1" = 400'
 This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property including, but not limited to, area, dimensions, easements, encroachments, or location of boundaries. It is not part of, nor does it modify, the commitment or policy to which it is attached. The Company assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information.

Southern Utah Title (Kanab Office)
44 N. Main Street
Kanab, UT 84741
(435) 644-5891 Fax: (435) 644-8136

Invoice
#192042

File: #36430
Date: 07/01/2020
Employee: Brad Adair

Bill To: Iron Rock Engineering
 460 East 300 South
 Kanab, UT 84741

Property: Tax Parcel No. K-13-4-Annex
Owner: Billy E. Terrel & Juanita A. Terrel

Description	Charge
Cancellation Fee	
Closing Fee	
Closing Protection Letter	
Delivery/Wire Fee	
Document Preparation	
Foreclosure	
Endorsements	
Escrow Collection	
Exchange Fee	
Junior Policy	
Lender Policy	
Limited Report	200.00
Miscellaneous	
Owner Policy	
Recording Fee	
Reconveyance Fee	
Transfer Tax	
TSG/Litigation	
Total Due:	\$200.00

Memo:

Title Report

Thank you for the opportunity to be of service. If you have any questions please do not hesitate to give us a call.
Note: Payments not received within 30 days shall accrue interest at 1.5% per month.

Please make check payable to:
Southern Utah Title (Kanab Office)
44 N. Main Street
Kanab, UT 84741

Invoice: #192042
File: #36430
Total Due: \$200.00

Please write the Invoice # in the memo section of your check.

Iron Rock Engineering
460 East 300 South
Kanab, UT 84741