

The Regular Meeting of the
Brian Head Planning Commission
Town Hall - 56 North Highway 143
Brian Head, UT 84719
Zoom Meetings ([click here](#))
Zoom Meeting ID# 853 0992 0332
TUESDAY, February 21, 2023 @ 1:00 PM

AGENDA

- A. **CALL TO ORDER** **1:00PM**
B. **PLEDGE OF ALLEGIANCE**
C. **DISCLOSURES**

- D. **APPROVAL OF THE MINUTES:** N/A

- E. **PUBLIC INPUT/ REPORTS (Limited to three (3) minutes) Non-Agenda Items**

- F. **AGENDA ITEMS:**

1. **DISCUSSION – ASPEN MEADOW PROPOSED MOUNTAIN ZONING.** Bret Howser, Town Manager. The Commission will discuss the proposed "Mountain Zoning" in the draft Aspen Meadows Development Agreement, and may give input to staff and the applicant.
2. **ACTION – Ridge View Townhomes Subdivision Preliminary Plat.** Bret Howser, Town Manager. The Commission will review the proposed Preliminary Plat for Ridge View Townhomes and may make a recommendation to the Town Council.

- G. **ADJOURNMENT**

Date: February 21, 2023

Available to Board Members as per Ordinance No. 11-003 authorizes public bodies, including the Town, to establish written procedures governing the calling and holding of electronic meetings at which one or more members of the Council may participate by means of a telephonic or telecommunications conference. In compliance with the Americans with Disabilities Act, persons needing auxiliary communications aids and services for this meeting should call Brian Head Town Hall @ (435) 677-2029 at least three days in advance of the meeting.

CERTIFICATE OF POSTING

I hereby certify that I have posted copies of this agenda in two public and conspicuous places within the Town Limits of Brian Head; to wit, Town Hall and Post Office on this 17th day of February 2023 and have posted such copy on the Utah Meeting Notice Website and have caused a copy of this notice to be delivered to the Daily Spectrum, a newspaper of general circulation.

Nancy Leigh, Town Clerk





STAFF REPORT TO THE PLANNING COMMISSION

SUBJECT: Subject
AUTHOR: Name
DEPARTMENT: Department
DATE: [Click here to enter a date.](#)
TYPE OF ITEM: Choose an item.

SUMMARY:

The Planning Commission will review/discuss the proposed “Mountain Zoning” which was included in an application from Gardner Plumb, LLC for a Development & Annexation Agreement. The Planning Commission may give direction to staff or input to the applicant.

BACKGROUND:

Staff received an application for development agreement from Gardner Plumb LLC on Dec 29, 2022. Pursuant to §9-11-5 of the Town Code, a public hearing was advertised and held on January 17, 2023 at the regularly scheduled Planning Commission meeting and on February 14, 2023 at the regularly scheduled Town Council meeting. Both Planning Commission and Town Council tabled the item pending further details/information from the applicant and completion of the Town Engineer’s review and recommendations.

ANALYSIS:

A significant aspect of the proposed development agreement is that the Town would be required to create a new zone which applies to the Aspen Meadows developments:

2. ANNEXATION. Developer agrees to petition to annex the Developer Property into the Town. And the Town agrees to process Developer’s annexation petition as provided in the Utah Code and the Town’s land use code. Developer desires the Property to be in a new zoning designation that has never existed in the Town, which new zoning designation the Developer shall provide to the Town and which is called a “Mountain Zone.” The Town agrees to process the annexation petition, such that upon annexation approval the Property will be zoned as “Mountain Zone”, as defined within zoning standards adopted and attached hereto as Exhibit F (“Mountain Zone”). The lawful annexation of the Property zoned Mountain Zone shall be an express condition precedent for all other agreements and obligation herein. If the Property is not annexed into the Town under the Mountain Zone then this agreement shall be void and neither Party shall have any further obligation hereunder.

The details of this zone are laid out in Exhibit F (attached to this report) in the form of a table highlighting the distinctions between the current Town Code and the proposed Mountain Zone (MZ). The following bullet point list summarizes:

- In MZ, mother-in-law cottages would be limited to 2,500 ft² rather than 50% of the footprint of the primary structure, but would still only be allowed on properties 1 acre or above.
- In MZ, driveways would have a side setback of 5’ (currently no side setback is required in Brian Head for driveways), and driveways would have a minimum 12’ width rather than the current 16’ requirement.
- Maximum height of single-family structure would be 35’ rather than 45’

- Building coverage limited to 20% in the identified “envelope” rather than the 40% currently allowed in Brian Head.
 - Driveways are also limited to a pre-identified envelope
- MZ would have allowance for additional height for hotels – up to 70ft rather than 60ft
- Buildings related to permitted uses in ROS would not be limited to 1,500 ft² in Aspen Meadows
- Horse boarding would be allowed, not conditional
- MZ would allow detached accessory dwelling unit for caretakers related to horse ranch properties
- MZ wouldn’t allow container homes at all
- MZ would allow for yurts by the developer only
- MZ would allow for fencing around the development to limit access, and fencing on individual properties would be limited by Aspen Meadows CC&Rs

FINANCIAL IMPLICATIONS:

N/A

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Planning Commission should give input regarding the proposed mountain zoning

PROPOSED MOTION:

No motion necessary, item is discussion/informational only

ATTACHMENTS:

A – Mountain Zoning



Aspen Meadows

BRIAN HEAD

MOUNTAIN ZONING

ASPEN MEADOWS – OF THE MOUNTAIN



A PLANNED MASTER COMMUNITY

FIRST EDITION: JANUARY 1, 2023

INTRODUCTION

Aspen Meadows, a master-planned mountain resort community, located just under the highest peak, at 11,312' (Brian Head Peak) in Iron County, Utah in Brian Head, Utah is a special collection of lands that occupies an area of remarkable natural beauty and local historical reference. With its magnificent forests of aspen and fir, its spacious mountain meadows, and its breathtaking views, Aspen Meadows is unique to the mountain ranges of Brian Head and the Markagunt Plateau.

The project is envisioned as a legacy, multi-decade, master-planned resort and residential neighborhood development that occupies an area comprising of nearly 2,000 acres. Alpine lands with unique soul, sights and solitude, never before seen by most visitors to this region of southern Utah previously, and destined to, triple the skiable acres of the Brian Head Resort from 650 skiable acres to just over 2,000 skiable acres and provide the greater Brian Head community and visitors, the addition of new ski lifts, ski trails, and snowmaking, servicing the expanded terrain. A thoughtfully designed quasi-public-private ski-in/ski-out community comprised of residential, commercial, recreational, resort, and civic uses.

As a part of this history, size, and vision for the many uses common to a master-planned resort such as Aspen Meadows, is the importance placed in applying well defined, Land Use Code and Zoning ordinances which provide consistent and quality oversight for all land development envisioned.

Aspen Meadows, as a part of its Annexation and Development Agreement with Brian Head Town, has adopted both the Brian Head Township Title 9 – Land Management Codes with an overlay of Aspen Meadows Mountain Zoning Code, as a total of these combined requirements.

The following summarizes the additional mountain zoning code requirements, which meet or exceed the Brian Head Township code requirements which govern all residential, civic and commercial development within Aspen Meadows.

ASPEN MEADOWS MOUNTAIN ZONING

The Aspen Meadows Mountain Zoning requirements are referenced within the Aspen Meadows Design and Development Guidelines and are subject locally to the Land Use Code and Zoning ordinances – Title 9 – Land Management Code, adopted within the Brian Head township and as required within the Brian Head planning department, (referred to as “Brian Head Township Zoning”) along with specific regulations overlaid on all development within Aspen Meadows, (referred to as “Aspen Meadows Mountain Zone or Mountain Zoning”), which is an overlay of zoning applicable exclusively to the Aspen Meadows community.

These two land use codes, combined in practice and enforcement, of the Brian Head Township Zoning and Aspen Meadows Mountain Zoning land use conditions and codes, include more

detailed requirements for site conditions, setbacks, building heights, density, uses, etc., in the overall Aspen Meadows' community.

These conditions, are purposely ones, which either, meet or exceed, existing code and zoning criteria and as approved within the Aspen Meadows Annexation and Development Agreement with Brian Head Township and Aspen Meadows.

9-7-12 Aspen Meadows Mountain Zoning

9-7-1: R-1 Single-Family Residential	Topic	Mountain Zone Code
Section C Conditional Uses:	Mother-in-law / guest house accessory use	Not to exceed 2,500 SF.
Section D Physical Restrictions:	4. a. Driveways	Minimum Five (5') set back from side corners at road frontage of all driveway edging, pavement or other surface materials.
	5. Maximum height Refer to 9-7-10.	Thirty-five (35') with town requirement, acknowledgment and notary of a required Bonus Request Statement.
	6. Maximum building coverage. Refer to Aspen Meadows Design and Development Guidelines.	Each individual building lot in Aspen Meadows is made up of three (3) zones; the development envelope zone, the driveway corridor zone and the natural open space zone. Building coverage is measured by total site coverage which cannot exceed 20% of the total individual lot size measured in square feet and as identified within the Aspen Meadows development envelope zone only per individual lot.
	Refer to 9.12.10 B Driveway Standards	Minimum width allowed twelve feet (12') for Residential Single-Family Dwelling (SFD)
9-7-5: VC Village Commercial	Topic	Mountain Zone Code
Section D Physical Restrictions:	5. Maximum height	Additional heights may be applied for though the Town CUP Conditional Use / Variance application process taking into account, design, uses, massing, stepping, commercial and residential mix & ceiling heights such as found within an anchor hotel. This condition applies to only one of the two envisioned Villages, being the Art Village for Aspen Meadows.
9-7-7: ROS Recreation Open Space	Topic	Mountain Zone Code
Section C Conditional Uses:	Square Footage	Outfitter Cabins, Ski Lodges and other resort-planned support buildings may exceed 1,500 SF in size.
	Horse Boarding	Allowed.
	Permitted Accessory Uses	Detached or attached single-family residence used only for the use of ranch / outfitter caretaker, watchman or similar employee of a permitted use, when located upon the same site as said permitted use.
9-10-7 Temporary Structures and Tents	Topic	Mountain Zone Code
Section A	Tents, Temporary Structures, Yurts, and Storage or Metal Cargo Containers.	Use of storage or metal cargo containers for either permanent or temporary residential use is not allowed within Aspen Meadows. Tents, yurts, temporary structures or storage needs allowed for use only by the declarant for planned resort amenity site specific uses and development purposes such as planned events, on-hill skier-hubs, field office use or storage of materials on site.
9-12-5: Landscaping and Fences	Topic	Mountain Zone Code
Section C Fences	2. Perimeter Fencing	Perimeter fencing allowed throughout Aspen Meadows development and its boundaries for purposes of providing security, controlled access points and ongoing monitoring and prevention of unauthorized access onto property. All public access points to be controlled, marked and designated for hiking and mountain bike access only into and out of property together with controlled main public road access points. For fencing standards allowed within Aspen Meadows, refer to the Aspen Meadows Design and Development Guidelines.

First Edition: January 1, 2023

Subject to adoption by Brian Head Town Planning Commission and Brian Head Town Council,
Within the Aspen Meadows Annexation and Development Agreement



STAFF REPORT TO THE PLANNING COMMISSION

SUBJECT: Preliminary Plat Review – Ridge View Townhomes
AUTHOR: Bret Howser
DEPARTMENT: Administration
DATE: February 21, 2023
TYPE OF ITEM: Administrative Action

SUMMARY:

The Planning Commission will continue their review of the Preliminary Plat proposed by Mountain Life Ventures for a new townhome subdivision on Ridge View Drive and may make a recommendation to the Town Council.

BACKGROUND:

Mountain Life Ventures owns two previously unsubdivided parcels to the west of Ridge View Drive between Chalet Village and White Bear Condos (see attached Vicinity Map). These parcels are currently zoned R3-Multi-Family Residential. The applicant submitted an application for Schematic Plan Review on October 5, 2022, following a pre-application conference with staff. The Schematic Plan was reviewed by the Planning Commission on November 1, 2022. The following issues were identified by staff and Planning Commission during the Schematic Plan Review:

- 9-12-3(K): The proposal doesn't seem to be "designed to preserve the natural terrain" as evidenced by the large retaining wall and significant fill.
- 9-12-3(M): Proposed building pads do not "incorporate a non-linear and staggered placement... to avoid straight rows of similar-styled buildings"
- 20 foot roadway does not meet public works standards
- Proposed Road B is too narrow at 20' and requires a cul-de-sac for fire apparatus to turn around
- The layout/design may not responsive to the constraints of the topography and visual impacts, and preservation of views due to the large proposed retaining wall.

Staff received an application for Preliminary Plat on December 30, 2022. On January 9, 2023, staff sent notice to the following affected entities: Iron County, Iron County School District, Rocky Mountain Power, Dominion Energy, Utah Department of Transportation (UDOT), and South Central Telecommunications. Notification of the public hearings scheduled for February 7 and 14 were sent to all property owners within 300' of the proposed subdivision as well as any HOA contacts listed in the state database on January 12, 2023.

The Planning Commission held a public hearing and began review of the preliminary plat on February 7, 2023. Much of the public comment during the public hearing focused on the ownership of Chalet Village Road – a private drive accessing Chalet Village, the Ridges, and a private residence – which is a proposed secondary access for this subdivision. The applicant claims that the existing road lies on his property, and the other condo owners have an access easement. Owners from the neighboring condos appeared to dispute that ownership claim, although they were unclear on who they claimed has ownership of the road.

The Planning Commission tabled the item until ownership of Chalet Village road can be determined and until further renderings of the proposed retaining walls are provided. Further items Planning Commission would like to see include:

- Storm drainage detention pond as recommended by UDOT
- Traffic study to cover Ridge View Street between Hwy 143 and the entrance to subdivision, and both intersections with Hwy 143 (Ridge View and Chalet Village)
- 2nd dumpster enclosure site as recommended by Public Works
- Retention walls tiered at 4' increments where possible
- Ensure adequate snow storage
- Record easement for new trail location
 - Possibly add 2nd trail spurring to Chalet Village

Town Council held a public hearing on February 14, 2023, and tabled the item pending Planning Commission recommendation. The Council expressed concern over the mass and scale of the proposed retaining walls.

ANALYSIS:

The following are the Standards for Review for a Schematic Plan:

The applicant shall demonstrate that:

1. Compliance with Schematic Plan: The proposal does not significantly deviate from the schematic plan insofar that the schematic plan was consistent with local ordinances and state statute.
2. Water: The proposed water distribution system is connected to the Town's water system and meets the requirements of the Town
3. Sewer: Provision has been made for a public sewer collection system and is connected to the Town's sewer system and meets Town requirements.
4. Public Services: Preliminary engineering plans provide evidence that public services (roads, trails, transit, storm water, snow storage, fire, police, gas, electricity, telecommunications, and recreation) meet the requirements of this title and applicable codes.

FINDINGS OF FACT & CONCLUSIONS OF LAW:

Staff reports the following findings of fact:

1. The preliminary plat is in most ways consistent with the Schematic Plan. Some modifications were made to address issues raised during the Schematic Plan review, particularly:
 - a. Road B was removed to resolve issue of narrow road with no cul-de-sac
 - b. The layout of the buildings was modified to incorporate "non-linear and staggered placement... to avoid straight rows of similar styled buildings"
 - c. 11 guest parking spaces were added to the plat
2. The proposed water distribution system has been reviewed by Public Works and the Town Engineer. Any required modifications to meet Town Public Works Standards have been submitted to the applicant (see attached letter from Alpha Engineering). The subdivision will be required to have a single water meter.
3. The proposed sewer collection system has been reviewed by Public Works and the Town Engineer. Any required modifications to meet Town Public Works Standards have been submitted to the applicant (see attached letter from Alpha Engineering)

4. The Preliminary Plat shows infrastructure for public services that meet Town standards in the following respects:
 - a. Proposed road is in line with Public Works standards. The radius for the north entrance needs to be added to the plat.
 - b. Proposed hiking trail connects to the existing Navajo Loop trail. Staff is still working with the applicant's engineer to get a grade profile for the trail. Trail will need to have reasonable grade consistent with the Town's trails master plan.
 - c. Shuttle stop location is shown
 - d. Snow storage areas are shown at 23% of hard surface (roadway)
 - e. Adequate access for police/fire
 - f. Storm drainage, including a detention pond, have been included consistent with UDOT recommendations.
 - g. Gas, power, and telecommunications companies were informed of the application for subdivision, and the applicant is working with them
5. UDOT is recommending a traffic study. Again, the Town may choose whether or not to require this of the applicant. If a study is required, it is likely that the results will include a recommendation to widen Hwy 143 approaches to Ridge View Drive and add turning lanes (potentially \$500k-\$1M of improvements). The Town has already identified a project in the Commercial Core Master Plan to add center turn lanes, but funding for the project has not been identified, and completion of such a project is likely not imminent. There may be a scenario in which the applicant, Town, and UDOT work jointly to complete improvements. (See attached letter from UDOT)
6. It remains a question whether the proposed retaining walls are "the minimum necessary for the needed functionality," (Town Code §9-12-11) or whether it is "responsive to the constraints of topography... visual impacts, and preservation of views." (Town Code §9-9-2-B-3). Planning Commission has asked for additional renderings showing the proposed retaining walls from the public rights-of-way, and the applicant is working to provide those in advance of the 2-21-23 Commission meeting.
7. The applicant has provided the Town with a copy of the title report showing ownership of the land upon which the road sits. Staff has discussed the report with Security Title company, and we're satisfied that the parcel upon which we understand the road to be located is actually owned by the applicant, and a non-exclusive access easement is granted to the neighboring condominiums. **With this new understanding, staff recommends that the road be allowed to be used as secondary access provided it is brought up to Town standards, as required by §9-12-9(A)(1) of the Town Code.**
8. The applicant has not proposed to supply the Town with water rights for the development, and would be seeking to draw on the pool of water rights available from the Town via a Development Agreement per 9-9-6 of the Town LMC. The current remaining pool available to residential development is 37 acre feet. The proposed development would require approximately 14 acre feet (final determination by development agreement).

BOARD/COMMISSION RECOMMENDATION:

The Planning Commission tabled this item on February 7.

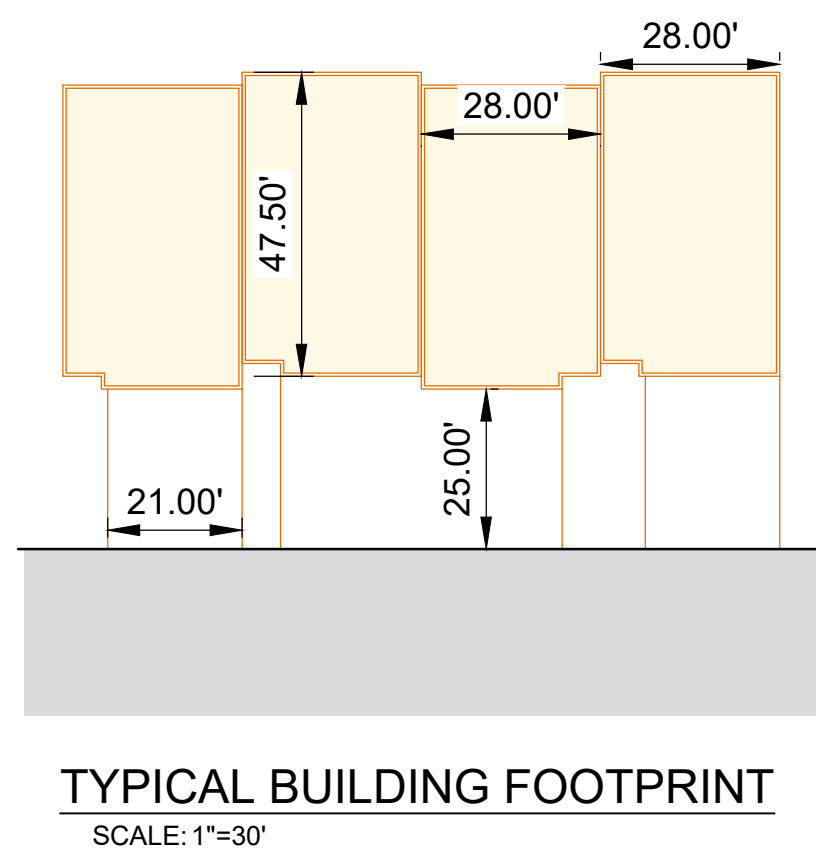
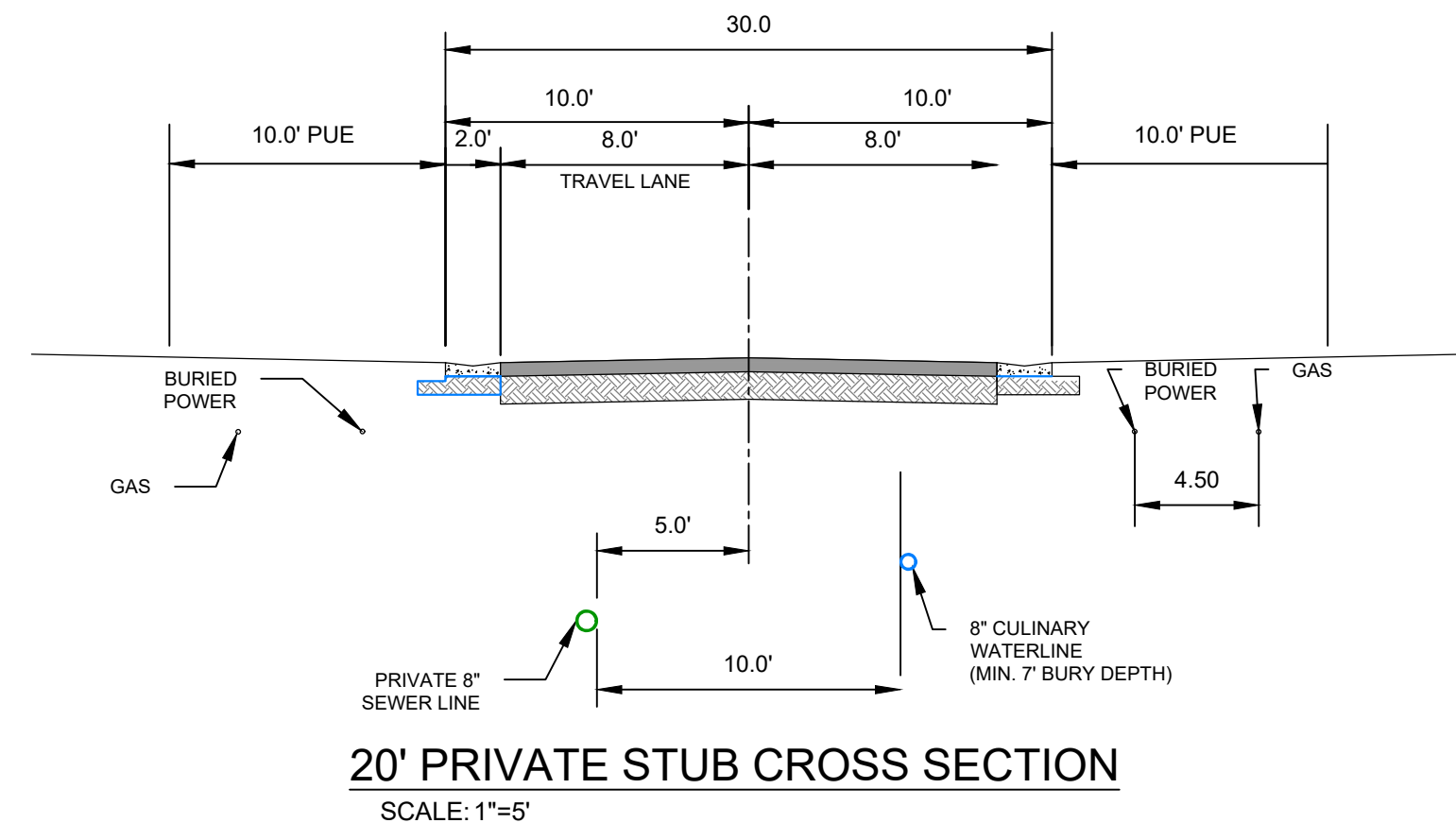
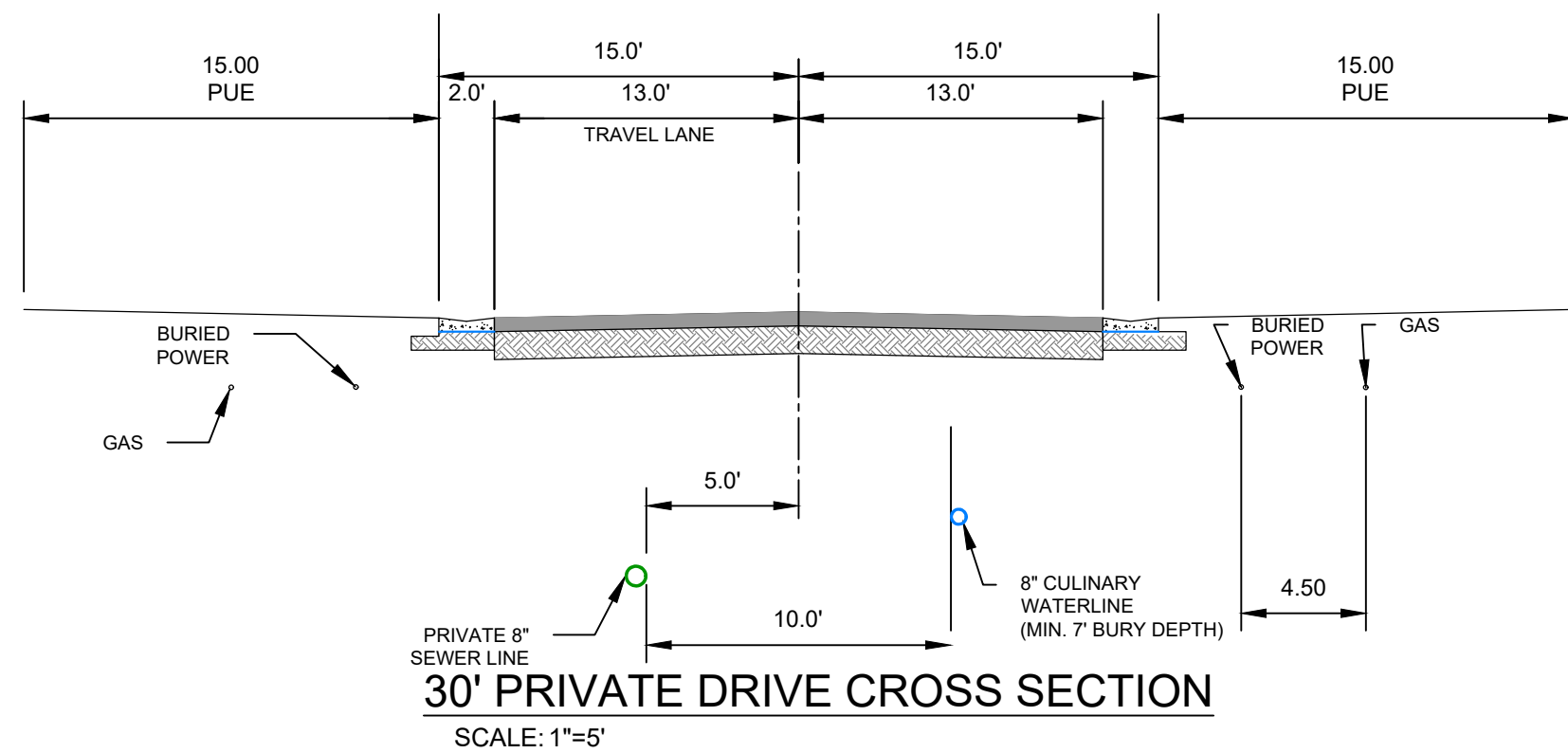
PROPOSED MOTION:

I move to recommend approval of the Preliminary Plat for Ridge View Townhomes to the Town Council with the following conditions

- All comments from the Town Engineer are addressed in the final plat
- Applicant will provide a traffic study to cover Ridge View Street between Hwy 143 and the entrance to subdivision, and both intersections with Hwy 143 (Ridge View and Chalet Village) and sufficiently address findings
- Chalet Village Dr will be improved to meet Town public works standards
- The proposed hiking trail maintains grades consistent with the existing difficulty rating of the Navajo Loop Trail, and an updated trail easement is recorded
- Requirements from private utility providers are met
- [Potential retaining wall condition provided by Planning Commission – Ex: The proposed retaining walls will be tiered at 4' height increments with vegetation placed in between the tiers to provide visual relief]

ATTACHMENTS:

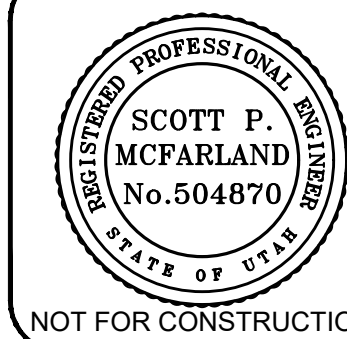
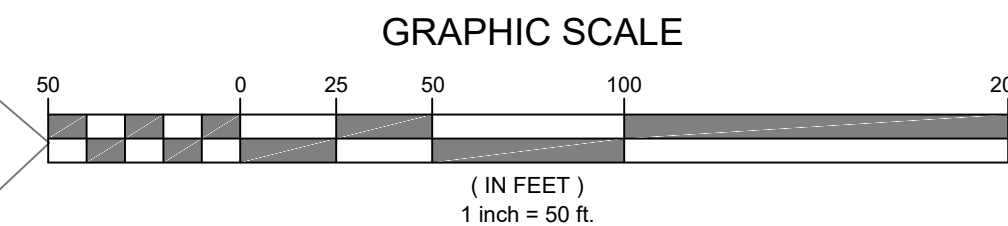
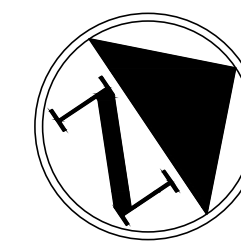
- A – Preliminary Plat
- B – Alpha Engineering Comments
- C – Site Renderings
- D – Title Report



LAND USE DATA
TOTAL AREA=8.67 ACRES
48 TOWN HOMES
BUILDING AND HARDSCAPE AREAS = 2.3 ACRES (26.5%)
OPEN SPACE AREA = 6.37 ACRES (73.5%)
ROADWAY AREA = 0.75 ACRES
SNOW STORAGE 0.75*0.2 = 0.15 ACRES REQUIRED
SNOW STORAGE PROVIDED = 0.17 ACRES

OWNER/APPLICANT
JOSH PETERSON
MOUNTAIN LIFE VENTURES
jpeterson@mlventures.com
(208) 881-4910

PARCELS
A-1150-0003-0001-02
A-1150-0005-0005
APPROXIMATE ADDRESS
RIDGEVIEW STREET AND HWY 143

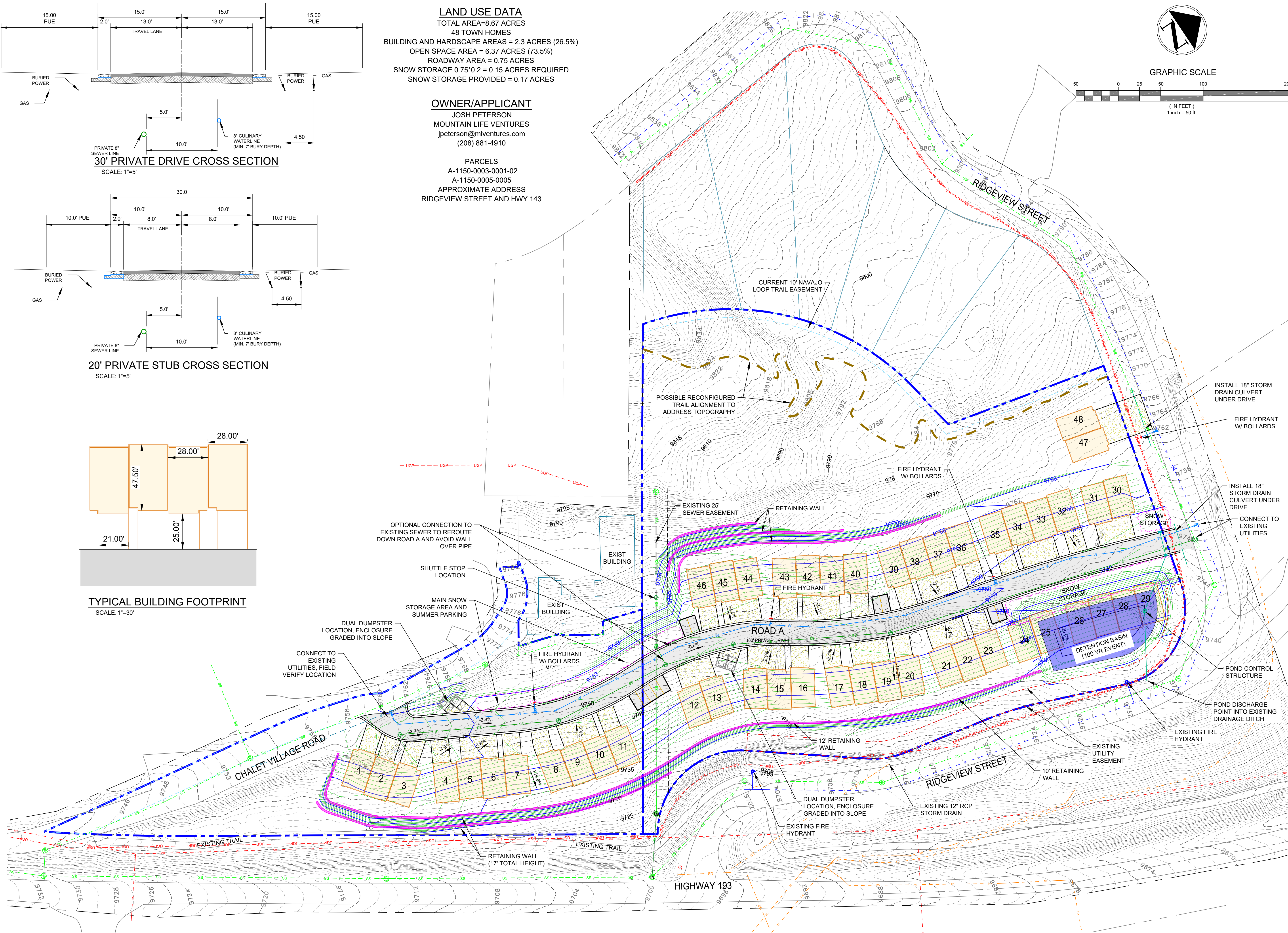


REVISIONS		DATE
No.	DESCRIPTION	BY

SCALE (HORIZ): 1" = 50'	SCALE (VERT): NA
DRAWN BY: SPM	CHECKED BY: RHD
DATE: 2.7.2023	PROJECT No: 2487

infinity
CONSULTANTS
2975 Executive Parkway, Suite 300
Lehi, Utah 84043 • Tel: 801.541.3040

RIDGEVIEW TOWNHOMES
PRELIMINARY PLAT
BRIAN HEAD TOWN, UTAH
SHEET
PRELIM1





43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

January 23, 2023

Brian Head Public Works
Attention: Bret Howser
56 North Highway 143
Brian Head, Utah 84719

Re: Ridgeview Townhomes Preliminary Plat – 1st Review

Dear Bret:

We have completed a review of the proposed Ridgeview Townhomes, received January 2, 2023, prepared by Infinity Consultants. We have the following comments:

- The sewer rim and invert elevations need to be verified where it is proposed to reroute the existing sewer, and where the proposed sewer ties into the existing sewer line.
- Demonstrate how storm flows from Chalet Village Road will be prevented from entering the development (i.e. culvert).
- Revise the cross sections to show the minimum 7' bury depth for culinary water.

We recommend the engineer revise and resubmit the construction drawings. If you have any questions, please let us know.

Sincerely,

Rhett K. Beazer, P.E.
ALPHA ENGINEERING COMPANY

















Security Escrow & Title Insurance Agency, LLC

397 South Main Street, Cedar City, UT 84720

Office: (435) 867-0402 Fax: (435) 867-0349

www.securityescrowutah.com

May 02, 2022

MLV Brianhead UT, LLC, an Idaho Limited Liability Company
2184 Channing Way #463
Idaho Falls, ID 83404

File No.: 13939-00001
Policy No.: O-0000-230556868
Amount: \$3,350,000.00

To Whom It May Concern:

Please find enclosed the original document(s) with regards to the above referenced matter:

☒ Title Policy
☒ Deed

If you should have any questions regarding this matter, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in cursive script that reads "Shellie Ennis".

Shellie Ennis
Post Closing Department

Enclosure(s)



ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

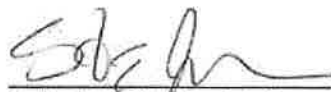
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.

Countersigned by:


Authorized Countersignature



Security Escrow & Title Insurance Agency,
LLC
397 South Main Street
Cedar City, UT 84720
(435) 867-0402
Agent ID: 440099


Frederick H. Eppinger
President and CEO


David Hisey
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.



5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a

document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.
When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:
 - i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
 - ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.



- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

i. the Amount of Insurance; or

ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:

i. the Amount of Insurance will be increased by 15%; and

ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:

i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;

ii. cures the lack of a right of access to and from the Land; or

iii. cures the claim of Unmarketable Title,

all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

- a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.
The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.
- b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.



17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Stewart Title Guaranty Company; Attention: Claims Department, P. O. Box 2029, Houston, TX 77252-2029.

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*
- d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.



**ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d:

Issuing Agent: Security Escrow & Title Insurance Agency, LLC
Issuing Office: 397 South Main Street, Cedar City, UT 84720
Issuing Office's ALTA® Registry ID: 1122077
Issuing Office File Number: 13939-00001
Property Address: Vacant Land, Brian Head, UT 84719

Name and Address of Title Insurance Company:

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252-2029

Policy Number: O-0000-230556868

Amount of Insurance: \$3,350,000.00

Premium: \$6,982.00

Date of Policy: April 12, 2022 at 2:32 PM

1. The Insured is:

MLV Brianhead UT, LLC, an Idaho Limited Liability Company

2. The estate or interest in the Land insured by this policy is:

Fee Simple as to Parcels 1, 2, 3, 4, 5, 6, 7, and 8, an Easement as to Parcel 8-A

3. Title is vested in:

MLV Brianhead UT, LLC, an Idaho Limited Liability Company

4. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1: (A-1150-0015-0001)

All of Lot 1, as shown on that certain plat of Ridgeline Estates recorded February 22, 2022 as Entry No. 00786762, in Book 1596, at Page 1150 of Official Records and more particularly described as follows:

A part of the Southwest Quarter of Section 2, Township 36 South, Range 9 West of Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point being located North 0°32'29" East 1903.65 feet along the Section line and East 1091.37 feet and North 55°51'12" West 202.62 feet from the Southwest corner of said Section; running thence North 55°51'12" West 179.37 feet; thence North 05°16'11" West 89.80 feet; thence South 67°55'46" East 223.23 feet; thence along the arc of a 301.70 foot radius curve to the Left 118.23 feet (having a chord which bears South 25°17'08" West 117.48 feet) to the point of beginning.

Parcel 2: (A-1150-0015-0002)

All of Lot 2, as shown on that certain plat of Ridgeline Estates recorded February 22, 2022 as Entry No. 00786762, in Book 1596, at Page 1150 of Official Records and more particularly described as follows:

A part of the Southwest Quarter of Section 2, Township 36 South, Range 9 West of Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point being located North 00°32'29" East 1903.65 feet along the Section line and East 1091.37 feet and North 14°30'11" West 279.58 feet from the Southwest corner of said Section; running thence along the arc of a 301.70 foot radius curve to the Left 69.63 feet (having a chord which bears South 43°07'29" West 69.48 feet); thence North 67°55'46" West 223.23 feet; thence North 05°16'11" West 124.91 feet; thence South 59°20'56" East 309.04 feet to the point of beginning.

Parcel 3: (A-1150-0015-0003)

All of Lot 3, as shown on that certain plat of Ridgeline Estates recorded February 22, 2022 as Entry No. 00786762, in Book 1596, at Page 1150 of Official Records and more particularly described as follows:

A part of the Southwest Quarter of Section 2, Township 36 South, Range 9 West of Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point being located North 00°32'29" East 1903.65 feet along the Section line and East 1091.37 feet and North 14°30'11" West 279.58 feet from the Southwest corner of said Section; running thence North 59°20'56" West 309.04 feet; thence North 05°16'11" West 6.51 feet; thence along the arc of a 50.54 foot radius curve to the right 97.31 feet (having a chord which bears North 49°53'29" East 82.96 feet); thence South 74°57'21" East 61.98 feet; thence along the arc of a 183.17 foot radius curve to the Left 29.63 feet (having a chord which bears South 79°35'27" East 29.60 feet); thence South 40°03'15" East 225.79 feet; thence along the arc of a 301.70 foot radius curve to the Left 38.98 feet (having a chord which bears South 53°26'17" West 38.95 feet) to the point of beginning.

Parcel 4: (A-1150-0015-0004)

All of Lot 4, as shown on that certain plat of Ridgeline Estates according to the Plat thereof recorded February 22, 2022 as Entry No. 00786762, in Book 1596, at Page 1150 of Official Records and more particularly described as follows:

A part of the Southwest Quarter of Section 2, Township 36 South, Range 9 West of Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point being located North 00°32'29" East 1903.65 feet along the Section line and East 1091.37 feet and North 01°49'42" East 319.62 feet from the Southwest corner of said Section; running thence along the arc of a 301.70 foot radius curve to the Left 55.29 feet (having a chord which bears South 62°23'22" West 55.21 feet); thence North 40°03'15" West 225.79 feet; thence along the arc of a 183.17 foot radius curve to the Left 104.86 feet (having a chord which bears North 79°22'29" East 103.43 feet); thence South 29°05'44" East 190.16 feet to the point of beginning.

ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Parcel 5: (A-1150-0015-0005)

All of Lot 5, as shown on that certain plat of Ridgeline Estates recorded February 22, 2022 as Entry No. 00786762, in Book 1596, at Page 1150 of Official Records and more particularly described as follows:

A part of the Southwest Quarter of Section 2, Township 36 South, Range 9 West of Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point being located North 00°32'29" East 1903.65 feet along the Section line and East 1091.37 feet and North 01°49'42" East 319.62 feet from the Southwest corner of said Section; running thence North 29°05'44" West 190.16 feet; thence along the arc of a 183.17 foot radius curve to the Left 44.82 feet (having a chord which bears North 55°44'15" East 44.72 feet); thence North 48°57'08" East 24.92 feet; thence along the arc of a 138.79 foot radius curve to the right 22.18 feet (having a chord which bears North 53°32'00" East 22.16 feet); thence South 19°36'01" East 216.97 feet; thence along the arc of a 301.70 foot radius curve to the Left 56.43 feet (having a chord which bears South 72°59'52" West 56.35 feet) to the point of beginning.

Parcel 6: (A-1150-0015-0006)

All of Lot 6, as shown on that certain plat of Ridgeline Estates recorded February 22, 2022 as Entry No. 00786762, in Book 1596, at Page 1150 of Official Records and more particularly described as follows:

A part of the Southwest Quarter of Section 2, Township 36 South, Range 9 West of Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point being located North 00°32'29" East 1903.65 feet along the Section line and East 1091.37 feet and North 15°38'35" East 353.80 feet from the Southwest corner of said Section; running thence along the arc of a 301.70 foot radius curve to the Left, 31.69 feet (having a chord which bears South 81°21'56" West 31.68 feet); thence North 19°36'01" West 216.97 feet; thence along the arc of a 138.79 foot radius curve to the Right 111.76 feet (having a chord which bears North 81°10'48" East 108.76 feet); thence South 75°44'54" East 78.70 feet; thence South 13°02'36" West 195.16 feet; thence South 79°09'28" West 36.26 feet to the point of beginning.

Parcel 7: (A-1150-0005-0005)

A part of the Southwest Quarter of Section 2, Township 36 South, Range 9 West of Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point being located North 00°32' 29" East 1903.65 feet along the Section line and East 1091.37 feet from the Southwest corner of said Section; running thence North 55°51'12" West 202.62 feet; thence along the arc of a 301.70 foot radius curve to the right 370.26 feet (having a chord which bears North 49°12'58" East 347.46 feet); thence North 79° 09'28" East 36.26 feet; thence North 13°02'36" East 195.16 feet; thence South 75°44'54" East 272.18 feet; thence along the arc of a 90.51 foot radius curve to the Right 153.48 feet (having a chord which bears South 27°10'06" East 135.74 feet); thence South 21°24'47" West 103.91 feet; thence along the arc of a 384.41 foot radius curve to the Left 65.47 feet (having a chord which bears South 16°32'02" West 65.39 feet); thence South 11°39'14" West 103.37 feet; thence along the arc of a 97.31 foot radius curve to the Right 44.04 feet (having a chord which bears South 24°37'11" West 43.67 feet); thence South 37°34'58" West 143.49 feet; thence along a 98.25 foot radius curve to the Left 161.23 feet (having a chord which bears South 09°25'48" East 143.74 feet); thence South 33°33'44" West 17.00 feet; thence North 56°26'16" West 398.25 feet to the point of beginning.

Parcel 8: (A-1150-0003-0001-02)

Beginning at the most Southerly corner of CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II, Brian Head, Iron County, Utah; thence North 16°55'30" East 53.72 feet along the Easterly line of said Phase II; thence South 57°27' East 2.37 feet; thence North 32°33' East 48.40 feet; thence North 57°27' West 15.91 feet; thence North 16°55'30" East 48.16 feet to the most Easterly corner of said Phase II; thence South 56°44'46" East 264.76 feet; thence South 33°15'14" West 543.44 feet along the Northwesterly right of way line of Highway U-143; thence along the arc of a curve to the right, radius point for which bears North 56°43'23" West 2780.23 feet, a distance of 167.52 feet; thence North 8°47'30" East 288.24 feet; thence along the arc of a curve to the right, having a radius of 643.87 feet, a distance of 81.41 feet; thence North 16° 02'10" East 30.55 feet; thence along the arc of a curve to the right, having a radius of 94.08 feet, a distance of 29.56 feet

ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

to P.R.C.; thence along the arc of a curve to the left, having a radius of 24.68 feet, a distance of 12.93 feet; thence North 4°01'39" East 110.26 feet; thence along the arc of a curve to the left, having a radius of 88.70 feet, a distance of 43.17 feet; thence North 23°51'23" West 19.53 feet; thence along the arc of a curve to the left, having a radius of 28.53 feet, a distance of 26.15 feet; thence North 76°22'48" West 22.18 feet; thence North 33°15'14" East 22.29 feet to the most Easterly corner of CHALET VILLAGE RESORT CONDOMINIUMS, PHASE I; thence North 56°44'46" West 8.94 feet; thence along the Southerly line of CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II, as follows; thence South 76°22'48" East 23.11 feet; thence along the arc of a curve to the right, having a radius of 52.53 feet, a distance of 48.15 feet; thence South 23°51'23" East 4.41 feet; thence South 56°44'46" East 30.55 feet to the point of beginning, being located in Section 2, Township 36 South, Range 9 West, Salt Lake Base and Meridian.

Parcel 8-A:

Subject to and Together with a 24 foot wide Utility and Roadway Easement over the Southwesterly 24 feet of the above described parcel, the centerline of which is described as follows:

Beginning at a point which is North 1114.12 feet and East 1055.47 feet from the Southwest corner of Section 2, Township 36 South, Range 9 West, Salt Lake Base and Meridian; (said point being on the Westerly right of way line of U-143) and running thence North 08°47'30" East 265.35 feet; thence along the arc of a curve to the right having a radius of 631.87 feet, a distance of 79.89 feet; thence North 16°02'10" East 30.55 feet; thence along the arc of a curve to the right having a radius of 82.08 feet, a distance of 25.79 feet; to a point of a reverse curvature; thence along the arc of a curve to the left having a radius of 36.68 feet, a distance of 19.21 feet; thence North 04°01'39" East 110.26 feet; thence along the arc of a curve to the left having a radius of 100.70 feet, a distance of 49.01 feet; thence North 23°51'23" West 19.53 feet; thence along the arc of a curve to the left having a radius of 40.53 feet, a distance of 37.15 feet; thence North 76°22'48" West 25.19 feet, thence North 56°44'46" West 26.13 feet to the end of said Utility and Roadway Easement.

ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File Number: 13939-00001

Policy Number: O-0000-230556868

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Taxes or assessments 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.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Taxes for the year 2022 are now a lien not yet due as to Tax Parcel Nos. A-1150-0003-0001-02, A-1150-0015-0001, A-1150-0015-0002, A-1150-0015-0003, A-1150-0015-0004, A-1150-0015-0005, A-1150-0015-0006, and A-1150-0005-0005, Tax Account Nos. 0245826, 0499116, 0499117, 0499118, 0499119, 0499120, 0499121, and 0035821.
8. Said property is located within the boundaries of the City of Brian Head, County of Iron, and Tax District No. 11, and is subject to all assessments and service charges levied there under including but not limited to those established by Ordinance No. 07-013 recorded November 27, 2007 as Entry No. 563962 in Book 1113, at Page 614, and Resolution No. 378 recorded August 19, 2008 as Entry No. 576934 in Book 1143, at Page 578, and Ordinance No. 08-019 recorded November 18, 2008, as Entry No. 580797 in Book 1149, at Page 1899, and Ordinance No 15-017 recorded December 9, 2015 as Entry No. 677620 in Book 1331, at Page 138 and Notice of Adoption of the Brian Head Village Core Community Development Project Area Plan, recorded December 17, 2015 as Entry No. 677909 in Book 1331, at Page 1594 of Official Records.

ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

SCHEDULE B

ISSUED BY

STEWART TITLE GUARANTY COMPANY

9. Any Easements as shown on the Ownership Plat of Section 2, Township 36 South, Range 9 West, Salt Lake Base and Meridian, and on the Plat of Ridgeline Estates recorded February 22, 2022 as Entry No. 00786762, in Book 1596, at Page 1150 Official Records of Iron County. Also, subject to terms, conditions, restrictions, and notes that may be shown on the recorded plats.
10. Reservations and exceptions in the patent by the State of Utah recorded May 20, 1964 as Entry No. 134992 in Book D of Patents at Page 432 and by The United States of America recorded October 14, 1965 as Entry No. 140815 in Book 120 at Page 312 of Official Records.
11. **Affects Parcels 7 and 8**
Easement for Irrigation and/or waste water ditches, in favor of the State Road Commission of Utah, recorded July 14, 1961, as Entry No. 124836 in Book A-21, at Page 459 of Official Records.
12. Easement for right of way and water line connections, and purposes incidental thereto, over and across said property by virtue of that certain Easement, recorded June 9, 1972 as Entry No. 163623 and 163624, in Book 173 at Page 80 and Page 85 of Official Records.
13. **Affects Parcel 8**
Easement for television cables, and purposes incidental thereto, in favor of R.F. Systems, over and across said property by virtue of that certain Easement, recorded October 14, 1980 as Entry No. 222218, in Book 268 at Page 647 of Official Records.
14. **Affects Parcel 8**
Utility, Sewer, and Water line Easement in favor of Chalet Village Resort Condominiums Phase I, Homeowners Association, and owners of record of each unit over and across said property by virtue of that certain Easement, recorded December 30, 1983 as Entry No. 249154, in Book 312, at Page 115, of Official Records.
15. **Affects Parcel 8**
Utility, Sewer, and Water line Easement in favor of Chalet Village Resort Condominiums Phase II, Homeowners Association, and owners of record of each unit over and across said property by virtue of that certain Easement, recorded June 28 1984 as Entry No. 253168, in Book 318, at Page 871, of Official Records.
16. **Affects Parcel 8**
A 24 foot wide Utility and Roadway Easement as disclosed by that certain Warranty Deed recorded August 2, 2000, as Entry No. 424006 in Book 720, at Page 701 of Official Records.
17. **Affects Parcel 7**
Easement for electric power transmission, distribution and communication lines, and purposes incidental thereto, in favor of PacifiCorp, an Oregon corporation, over and across said property by virtue of that certain Easement, recorded April 14, 2008 as Entry No. 00570531, in Book 1129 at Page 582 of Official Records.
18. **Affects Parcel 7**
Easement for electric power transmission, distribution and communication lines, and purposes incidental thereto, in favor of PacifiCorp, an Oregon corporation, over and across said property by virtue of that certain Easement, recorded April 22, 2008 as Entry No. 00571017, in Book 1130 at Page 857 of Official Records.
19. **Affects Parcel 7**
Easement for sewer line, and purposes incidental thereto, over and across said property by virtue of that certain Easement, recorded November 26, 2008 as Entry No. 00581130, in Book 1150 at Page 1209 of Official Records.

Consent to Easement from The Village Bank as to said Easement recorded December 19, 2008 as Entry No. 00582130 in Book 1152 at Page 75 of Official Records.

ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

SCHEDULE B

ISSUED BY

STEWART TITLE GUARANTY COMPANY

20. Affects Parcel 8

Easement and Agreement Re: Common Access and Utility Easements, recorded May 15, 2014 as Entry No. 00656791, in Book 1289, at Page 1349, of Official Records.

21. Affects Parcel 8

Right-of-Way and Snow Storage Easement Agreement, recorded May 15, 2014, as Entry No. 00656792, in Book 1289, at Page 1388 of Official Records.

22. Affects Parcel 8

Right-of-Way and Snow Storage Easement Agreement, recorded May 15, 2014, as Entry No. 00656794, in Book 1289, at Page 1409 of Official Records.

23. Affects Parcels 7 and 8

Rights of the public for ingress and egress to a city trail and snowmobile trail through said land, as disclosed by an inspection of said property.

24. Any claim, right, title or interest to water, water rights and/or ditch rights whether or not shown by the public records.

25. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand, gravel, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

26. Vehicular access is limited to openings permitted by the Utah State Department of Transportation in accordance with Section 41-6a-714, Utah Code Annotated, as amended 2005.

End of Exceptions

00789655 B: 1604 P: 761

B: 1604 P: 761 Fee \$40.00

Carri R. Jeffries, Iron County Recorder - Page 1 of 4

04/12/2022 02:32:11 PM By: SECURITY ESCROW & TITLE INSURANCE AGENCY, LLC

WHEN RECORDED RETURN TO:

MLV Brianhead UT, LLC, an Idaho Limited Liability Company
2184 Channing Way #463
Idaho Falls, ID 83404

WARRANTY DEED

ETB3, LLC, A Utah Limited Liability Company, **GRANTOR**, hereby CONVEY(S) AND WARRANT(S) to MLV Brianhead UT, LLC, an Idaho Limited Liability Company, **GRANTEE**, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following tract(s) of land in Iron County, State of Utah described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

TAX ID No.: A-1150-0003-0001-02, A-1150-0015-0001, A-1150-0015-0002, A-1150-0015-0003, A-1150-0015-0004, A-1150-0015-0005, A-1150-0015-0006, and A-1150-0005-0005; Tax Account No.: 0245826, 0499116, 0499117, 0499118, 0499119, 0499120, 0499121, and 0035821

TOGETHER WITH all rights, privileges, easements and appurtenances thereunto belonging or in any way appertaining.

SUBJECT TO Easements, Rights-of-Way, Restrictions and Reservations of record and those enforceable in law and equity, and taxes for the year 2022 and thereafter.

WITNESS, the hand of said grantor this 6th day of April, 2022.

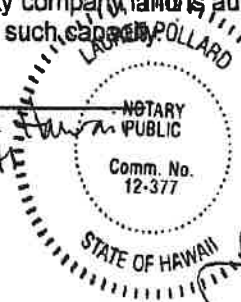
ETB3, LLC, A UTAH LIMITED LIABILITY COMPANY

Edward Townsend Boyd, Managing Member

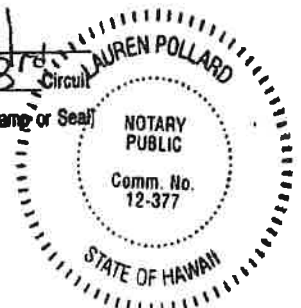
STATE OF Hawaii,
COUNTY OF Hawaii, ss.

On the 6th day of April, 2022, personally appeared before me Edward Townsend Boyd, the signer of the foregoing instrument, who duly acknowledged to me that he is a Member with management authority of ETB3, LLC, a Utah limited liability company, and is authorized to execute the foregoing Agreement in its behalf and that he executed it in such capacity.

Lauren Pollard
NOTARY PUBLIC, State of Hawaii
Residing at: Kailua-Kona, HI
File Number: 13939-00001



Doc. Date: 4/6/22 # Pages: 1
Notary Name: Lauren Pollard 3rd Circuit
Doc. Description: Warranty Deed (Stamp or Seal)
Lauren Pollard 4/8/22
Notary Signature Date



Recorded Electronically
ID: 00789655
County: Lyon
Date: 04/12/2022 Time: 02:32:11 PM
Simplifile.com 800.460.5657

WHEN RECORDED RETURN TO:

MLV Brianhead UT, LLC, an Idaho Limited Liability Company
2184 Channing Way #463
Idaho Falls, ID 83404

WARRANTY DEED

ETB3, LLC, A Utah Limited Liability Company, **GRANTOR**, hereby CONVEY(S) AND WARRANT(S) to MLV Brianhead UT, LLC, an Idaho Limited Liability Company, **GRANTEE**, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following tract(s) of land in Iron County, State of Utah described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

TAX ID No.: A-1150-0003-0001-02, A-1150-0015-0001, A-1150-0015-0002, A-1150-0015-0003, A-1150-0015-0004, A-1150-0015-0005, A-1150-0015-0006, and A-1150-0005-0005; Tax Account No.: 0245826, 0499116, 0499117, 0499118, 0499119, 0499120, 0499121, and 0035821

TOGETHER WITH all rights, privileges, easements and appurtenances thereunto belonging or in any way appertaining.

SUBJECT TO Easements, Rights-of-Way, Restrictions and Reservations of record and those enforceable in law and equity, and taxes for the year 2022 and thereafter.

WITNESS, the hand of said grantor this 6th day of April, 2022.

ETB3, LLC, A UTAH LIMITED LIABILITY COMPANY

Edward Townsend Boyd, Managing Member

STATE OF Hawaii ,
COUNTY OF Hawaii , ss.

On the 6th day of April, 2022, personally appeared before me Edward Townsend Boyd, the signer of the foregoing instrument, who duly acknowledged to me that he is a Member with management authority of ETB3, LLC, a Utah limited liability company, and is authorized to execute the foregoing Agreement in its behalf and that he executed it in such capacity.

Lauren Pollard
NOTARY PUBLIC, State of Hawaii
Residing at: Kaimukona, HI
File Number: 13939-00001

Doc. Date: 4/6/22 # Pages: 1
Notary Name: Lauren Pollard 3rd Circuit
Doc. Description: Warranty Deed (Stamp or Seal)
Lauren Pollard 4/8/22
Notary Signature Date

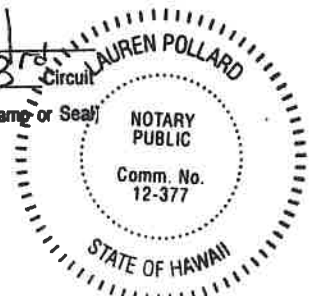
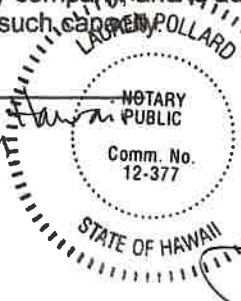


EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1: (A-1150-0015-0001)

All of Lot 1, as shown on that certain plat of Ridgeline Estates recorded February 22, 2022 as Entry No. 00786762, in Book 1596, at Page 1150 of Official Records and more particularly described as follows:

A part of the Southwest Quarter of Section 2, Township 36 South, Range 9 West of Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point being located North 0°32'29" East 1903.65 feet along the Section line and East 1091.37 feet and North 55°51'12" West 202.62 feet from the Southwest corner of said Section; running thence North 55°51'12" West 179.37 feet; thence North 05°16'11" West 89.80 feet; thence South 67°55'46" East 223.23 feet; thence along the arc of a 301.70 foot radius curve to the Left 118.23 feet (having a chord which bears South 25°17'08" West 117.48 feet) to the point of beginning.

EXCEPTING THEREFROM any and all water and/or water rights.

Parcel 2: (A-1150-0015-0002)

All of Lot 2, as shown on that certain plat of Ridgeline Estates recorded February 22, 2022 as Entry No. 00786762, in Book 1596, at Page 1150 of Official Records and more particularly described as follows:

A part of the Southwest Quarter of Section 2, Township 36 South, Range 9 West of Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point being located North 00°32'29" East 1903.65 feet along the Section line and East 1091.37 feet and North 14°30'11" West 279.58 feet from the Southwest corner of said Section; running thence along the arc of a 301.70 foot radius curve to the Left 69.63 feet (having a chord which bears South 43°07'29" West 69.48 feet); thence North 67°55'46" West 223.23 feet; thence North 05°16'11" West 124.91 feet; thence South 59°20'56" East 309.04 feet to the point of beginning.

EXCEPTING THEREFROM any and all water and/or water rights.

Parcel 3: (A-1150-0015-0003)

All of Lot 3, as shown on that certain plat of Ridgeline Estates recorded February 22, 2022 as Entry No. 00786762, in Book 1596, at Page 1150 of Official Records and more particularly described as follows:

A part of the Southwest Quarter of Section 2, Township 36 South, Range 9 West of Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point being located North 00°32'29" East 1903.65 feet along the Section line and East 1091.37 feet and North 14°30'11" West 279.58 feet from the Southwest corner of said Section; running thence North 59°20'56" West 309.04 feet; thence North 05°16'11" West 6.51 feet; thence along the arc of a 50.54 foot radius curve to the right 97.31 feet (having a chord which bears North 49°53'29" East 82.96 feet); thence South 74°57'21" East 61.98 feet; thence along the arc of a 183.17 foot radius curve to the Left 29.63 feet (having a chord which bears South 79°35'27" East 29.60 feet); thence South 40°03'15" East 225.79 feet; thence along the arc of a 301.70 foot radius curve to the Left 38.98 feet (having a chord which bears South 53°26'17" West 38.95 feet) to the point of beginning.

EXCEPTING THEREFROM any and all water and/or water rights.

Parcel 4: (A-1150-0015-0004)

All of Lot 4, as shown on that certain plat of Ridgeline Estates according to the Plat thereof recorded

February 22, 2022 as Entry No. 00786762, in Book 1596, at Page 1150 of Official Records and more particularly described as follows:

A part of the Southwest Quarter of Section 2, Township 36 South, Range 9 West of Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point being located North 00°32'29" East 1903.65 feet along the Section line and East 1091.37 feet and North 01°49'42" East 319.62 feet from the Southwest corner of said Section; running thence along the arc of a 301.70 foot radius curve to the Left 55.29 feet (having a chord which bears South 62°23'22" West 55.21 feet); thence North 40°03'15" West 225.79 feet; thence along the arc of a 183.17 foot radius curve to the Left 104.86 feet (having a chord which bears North 79°22'29" East 103.43 feet); thence South 29°05'44" East 190.16 feet to the point of beginning.

EXCEPTING THEREFROM any and all water and/or water rights.

Parcel 5: (A-1150-0015-0005)

All of Lot 5, as shown on that certain plat of Ridgeline Estates recorded February 22, 2022 as Entry No. 00786762, in Book 1596, at Page 1150 of Official Records and more particularly described as follows:

A part of the Southwest Quarter of Section 2, Township 36 South, Range 9 West of Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point being located North 00°32'29" East 1903.65 feet along the Section line and East 1091.37 feet and North 01°49'42" East 319.62 feet from the Southwest corner of said Section; running thence North 29°05'44" West 190.16 feet; thence along the arc of a 183.17 foot radius curve to the Left 44.82 feet (having a chord which bears North 55°44'15" East 44.72 feet); thence North 48°57'08" East 24.92 feet; thence along the arc of a 138.79 foot radius curve to the right 22.18 feet (having a chord which bears North 53°32'00" East 22.16 feet); thence South 19°36'01" East 216.97 feet; thence along the arc of a 301.70 foot radius curve to the Left 56.43 feet (having a chord which bears South 72°59'52" West 56.35 feet) to the point of beginning.

EXCEPTING THEREFROM any and all water and/or water rights.

Parcel 6: (A-1150-0015-0006)

All of Lot 6, as shown on that certain plat of Ridgeline Estates recorded February 22, 2022 as Entry No. 00786762, in Book 1596, at Page 1150 of Official Records and more particularly described as follows:

A part of the Southwest Quarter of Section 2, Township 36 South, Range 9 West of Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point being located North 00°32'29" East 1903.65 feet along the Section line and East 1091.37 feet and North 15°38'35" East 353.80 feet from the Southwest corner of said Section; running thence along the arc of a 301.70 foot radius curve to the Left, 31.69 feet (having a chord which bears South 81°21'56" West 31.68 feet); thence North 19°36'01" West 216.97 feet; thence along the arc of a 138.79 foot radius curve to the Right 111.76 feet (having a chord which bears North 81°10'48" East 108.76 feet); thence South 75°44'54" East 78.70 feet; thence South 13°02'36" West 195.16 feet; thence South 79°09'28" West 36.26 feet to the point of beginning.

EXCEPTING THEREFROM any and all water and/or water rights.

Parcel 7: (A-1150-0005-0005)

A part of the Southwest Quarter of Section 2, Township 36 South, Range 9 West of Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point being located North 00°32' 29" East 1903.65 feet along the Section line and East 1091.37 feet from the Southwest corner of said Section; running thence North 55°51'12" West 202.62 feet; thence along the arc of a 301.70 foot radius curve to the right 370.26 feet (having a chord which bears North 49°12'58" East 347.46 feet); thence North 79°09'28" East 36.26 feet; thence North 13°02'36"

East 195.16 feet; thence South 75°44'54" East 272.18 feet; thence along the arc of a 90.51 foot radius curve to the Right 153.48 feet (having a chord which bears South 27°10'06" East 135.74 feet); thence South 21°24'47" West 103.91 feet; thence along the arc of a 384.41 foot radius curve to the Left 65.47 feet (having a chord which bears South 16°32'02" West 65.39 feet); thence South 11°39'14" West 103.37 feet; thence along the arc of a 97.31 foot radius curve to the Right 44.04 feet (having a chord which bears South 24°37'11" West 43.67 feet); thence South 37°34'58" West 143.49 feet; thence along a 98.25 foot radius curve to the Left 161.23 feet (having a chord which bears South 09°25'48" East 143.74 feet); thence South 33°33'44" West 17.00 feet; thence North 56°26'16" West 398.25 feet to the point of beginning.

EXCEPTING THEREFROM any and all water and/or water rights.

Parcel 8: (A-1150-0003-0001-02)

Beginning at the most Southerly corner of CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II, Brian Head, Iron County, Utah; thence North 16°55'30" East 53.72 feet along the Easterly line of said Phase II; thence South 57°27' East 2.37 feet; thence North 32°33' East 48.40 feet; thence North 57°27' West 15.91 feet; thence North 16°55'30" East 48.16 feet to the most Easterly corner of said Phase II; thence South 56°44'46" East 264.76 feet; thence South 33°15'14" West 543.44 feet along the Northwesterly right of way line of Highway U-143; thence along the arc of a curve to the right, radius point for which bears North 56°43'23" West 2780.23 feet, a distance of 167.52 feet; thence North 8°47'30" East 288.24 feet; thence along the arc of a curve to the right, having a radius of 643.87 feet, a distance of 81.41 feet; thence North 16°02'10" East 30.55 feet; thence along the arc of a curve to the right, having a radius of 94.08 feet, a distance of 29.56 feet to P.R.C.; thence along the arc of a curve to the left, having a radius of 24.68 feet, a distance of 12.93 feet; thence North 4°01'39" East 110.26 feet; thence along the arc of a curve to the left, having a radius of 88.70 feet, a distance of 43.17 feet; thence North 23°51'23" West 19.53 feet; thence along the arc of a curve to the left, having a radius of 28.53 feet, a distance of 26.15 feet; thence North 76°22'48" West 22.18 feet; thence North 33°15'14" East 22.29 feet to the most Easterly corner of CHALET VILLAGE RESORT CONDOMINIUMS, PHASE I; thence North 56°44'46" West 8.94 feet; thence along the Southerly line of CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II, as follows; thence South 76°22'48" East 23.11 feet; thence along the arc of a curve to the right, having a radius of 52.53 feet, a distance of 48.15 feet; thence South 23°51'23" East 4.41 feet; thence South 56°44'46" East 30.55 feet to the point of beginning, being located in Section 2, Township 36 South, Range 9 West, Salt Lake Base and Meridian.

EXCEPTING THEREFROM any and all water and/or water rights.

Parcel 8-A:

Subject to and Together with a 24 foot wide Utility and Roadway Easement over the Southwesterly 24 feet of the above described parcel, the centerline of which is described as follows:

Beginning at a point which is North 1114.12 feet and East 1055.47 feet from the Southwest corner of Section 2, Township 36 South, Range 9 West, Salt Lake Base and Meridian; (said point being on the Westerly right of way line of U-143) and running thence North 08°47'30" East 265.35 feet; thence along the arc of a curve to the right having a radius of 631.87 feet, a distance of 79.89 feet; thence North 16°02'10" East 30.55 feet; thence along the arc of a curve to the right having a radius of 82.08 feet, a distance of 25.79 feet; to a point of a reverse curvature; thence along the arc of a curve to the left having a radius of 36.68 feet, a distance of 19.21 feet; thence North 04°01'39" East 110.26 feet; thence along the arc of a curve to the left having a radius of 100.70 feet, a distance of 49.01 feet; thence North 23°51'23" West 19.53 feet; thence along the arc of a curve to the left having a radius of 40.53 feet, a distance of 37.15 feet; thence North 76°22'48" West 25.19 feet, thence North 56°44'46" West 26.13 feet to the end of said Utility and Roadway Easement.



Bret Howser <bhowser@bhtown.utah.gov>

Time for another round of -- Who Owns the Road???

7 messages

Bret Howser <bhowser@bhtown.utah.gov>

Tue, Feb 14, 2023 at 11:21 AM

To: Shellie Ennis <Shellie@securityescrowutah.com>

Shellie,

The Brian Head Town Council is currently considering a proposed subdivision, and a dispute has arisen about who owns a private road (road easement, see map below). The developer received a title report from you guys (see attached), and he claims that he has ownership of the road and the neighboring condos only have claim to an access easement. The neighbors claim that the road is theirs, and they'll sue the Town if we allow the developer to use it for access to the new developer.

First question: Would you claim that your title report confirms that the developer (MLV Brian Head UT LLC) owns the road?

Second question: How can the Town independently verify who owns the road?

Thanks so much for any direction you can give me.

Bret Howser
Town Manager
Brian Head Town



Closing Package.pdf
1553K

Shellie Ennis <Shellie@securityescrowutah.com>

Tue, Feb 14, 2023 at 11:58 AM

To: Bret Howser <bhowser@bhtown.utah.gov>

I forwarded your email to Marcus and Steve to review and we'll get back to you. I love to play "who owns the road". 😊😊

Shellie Ennis
Escrow Officer
Security Escrow & Title
397 South Main Street

Cedar City, UT 84720

(435)867-0402 Office

(435)590-2132 Mobile

(855) 319-9820 Toll Free Fax

shellie@securityescrowutah.com

www.securityescrowutah.com

WARNING – FRAUDULENT FUNDING INSTRUCTIONS

Email hacking and fraud are on the rise to fraudulently misdirect funds. Please call your escrow officer immediately using contact information found from an independent source, such as the sales contract or internet, to verify any funding instructions received. We are not responsible for any wires sent by you to an incorrect bank account.

THE INFORMATION CONTAINED IN THIS E-MAIL MESSAGE IS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT READING OR COPYING THIS COMMUNICATION OR DISSEMINATING OR DISTRIBUTING IT TO ANYONE OTHER THAN THE INTENDED RECIPIENT IS STRICTLY PROHIBITED.

[Quoted text hidden]

Shellie Ennis <Shellie@securityescrowutah.com>
To: Bret Howser <bhowser@bhtown.utah.gov>

Tue, Feb 14, 2023 at 12:56 PM

Marcus didn't feel the need to do a new report for you. See his response below. thanks!!

Shellie Ennis
Escrow Officer
Security Escrow & Title
[397 South Main Street](#)

[Cedar City, UT 84720](#)

(435)867-0402 Office

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From: Marcus Robinson <Marcus@SecurityEscrowUtah.com>
Sent: Tuesday, February 14, 2023 12:20 PM
To: Shellie Ennis <Shellie@SecurityEscrowUtah.com>; Steven Johnson <steve@securityescrowutah.com>
Subject: RE: [External] Time for another round of -- Who Owns the Road???

I don't think we need a title report. MLV Brianhead UT LLC has title to the roadway across that goes across their property. They also have an easement that goes into the common area of Chalet Village Resort Condos Phase I, which we insured. Chalet Village Resort Condos only has the easement, not title to the roadway.

We also took exception to the roadway (shown by red dashed line below).



Looking at all of the Chalet Village official Plats, it's pretty clear that they have an easement and not fee title to that roadway.

I have also emailed Carri to have her fix the GIS and Interactive Plat to show the correct boundaries. I'll let you know when I hear back from her.

Thanks,

Marcus Robinson

Title Officer

**Security Escrow & Title
Insurance Agency, LLC**

397 S Main St

Cedar City, UT 84720

(435)867-0402

489 N. Main Street

Richfield, UT 84701

(435)289-3220

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From: Shellie Ennis <Shellie@SecurityEscrowUtah.com>

Sent: Tuesday, February 14, 2023 11:27 AM

To: Steven Johnson <steve@securityescrowutah.com>; Marcus Robinson <Marcus@SecurityEscrowUtah.com>
Subject: FW: [External] Time for another round of -- Who Owns the Road???

Here is a project for you guys. Let me know if you want a file opened for a report for the town. Thanks!

Shellie Ennis
Escrow Officer
Security Escrow & Title
397 South Main Street

[Cedar City, UT 84720](#)

(435)867-0402 Office

(435)590-2132 Mobile

(855) 319-9820 Toll Free Fax

shellie@securityescrowutah.com

www.securityescrowutah.com

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From: Bret Howser <bhowser@bhtown.utah.gov>
Sent: Tuesday, February 14, 2023 11:22 AM
To: Shellie Ennis <Shellie@SecurityEscrowUtah.com>
Subject: [External] Time for another round of -- Who Owns the Road???

Shellie,

[Quoted text hidden]

4 attachments

-  **Chalet Village Resort Condos, Phase A (Sheet 1 of 3) Entry # 231208.pdf**
4658K
-  **Chalet Village Resort Condos, Phase I (Sheet 1 of 2) Entry # 166780.pdf**
225K
-  **Chalet Village Resort Condos, Phase II (Sheet 1 of 2) Entry # 182762.pdf**
378K
-  **2-36-11-NW-SW.pdf**
738K

Bret Howser <bhowser@bhtown.utah.gov>
To: Shellie Ennis <Shellie@securityescrowutah.com>, Marcus Robinson <Marcus@securityescrowutah.com>

Tue, Feb 14, 2023 at 5:37 PM

Marcus, what does it mean when you say you "took exception to the roadway"?

[Quoted text hidden]

Bret Howser <bhowser@bhtown.utah.gov>
To: Clayton Calloway <ccalloway@bhtown.utah.gov>

Tue, Feb 14, 2023 at 7:34 PM

Doesn't get much more definitive than this, I think

[Quoted text hidden]

8 attachments

image001.png
517K



image004.jpg
14K



image001.png
517K



image004.jpg
14K

-  **Chalet Village Resort Condos, Phase A (Sheet 1 of 3) Entry # 231208.pdf**
4658K
-  **Chalet Village Resort Condos, Phase I (Sheet 1 of 2) Entry # 166780.pdf**
225K
-  **Chalet Village Resort Condos, Phase II (Sheet 1 of 2) Entry # 182762.pdf**
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738K

Bret Howser <bhowser@bhtown.utah.gov>
To: Josh Peterson <jpeterson@mlventures.com>

Wed, Feb 15, 2023 at 2:13 PM

FYI, this is a pretty clear response from Security Title. They're adamant that it's your land, so I'm planning to put this back on Planning Commission agenda next week and see if this is sufficient in their eyes to establish ownership.

How are we coming along with renderings of the retaining wall?

----- Forwarded message -----
From: **Shellie Ennis** <Shellie@securityescrowutah.com>
[Quoted text hidden]
[Quoted text hidden]

4 attachments

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738K

Bret Howser <bhowser@bhtown.utah.gov>
To: Carrie Dever <sellsbrianhead@infowest.com>

Wed, Feb 15, 2023 at 2:13 PM

----- Forwarded message -----

From: **Shellie Ennis** <Shellie@securityescrowutah.com>

Date: Tue, Feb 14, 2023 at 12:56 PM

[Quoted text hidden]

[Quoted text hidden]

4 attachments

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