

Toquerville City  
AMENDED FINAL PLAT APPLICATION  
Fee: \$1,000.00



Name: Nicole Baker Telephone: [Redacted]  
Address: [Redacted] Fax No. N/A  
Email: [Redacted]

Agent (If Applicable): Matt Loo Telephone: 435.703.0016

Address/Location of Subject Property: TRAIL RIDGE ESTATES-II Lot: 38  
T-MVTR-2-38

Subdivision Name & Phase: TRAIL RIDGE ESTATES-II

Tax ID of Subject Property: T-MVTR-2-38 Number of Lots: 1

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**Submittal Requirements: 1 Engineer's paper copy, and 1 disk in the latest Auto-Cad format**

**1. The final plat shall show:**

- a. The name or designation of the subdivision that is distinct from any plat already recorded in the County Recorder's office, as approved by the Planning Commission.
- b. The boundaries, course, and dimensions of all of the parcels of ground divided, by their boundaries, course, and extent, whether the owner proposes that any parcel of ground is intended to be used as a street or for another public use, and whether any such area is reserved or proposed for dedication for a public purpose.
- c. The lot or unit reference, block or building reference, street or site address, street name or coordinate address, acreage or square footage of all parcels, units, lots, and the length and width of the blocks and lots intended for sale.
- d. Every existing right-of-way and easement grant of record for communications infrastructure, for underground facilities as defined in Section 54-8a-2 of the Utah Code and for other utility facilities. Where the same is granted to a specific entity, that entity must be clearly identified.
- e. True angles and distances to the nearest established street lines or official monument, which shall be accurately described on the plat and shown by appropriate symbols.
- f. All street center line data must be shown, together with its relationship to the property lines, corners, etc.
- g. The accurate location of all monuments shall be shown on the plat, and shall be identified, including all United States, State, County or other official monuments.
- h. The dedication to the public of all streets and highways included in the proposed subdivision (except approved private streets).
- i. Street monuments shall be installed by the sub divider in accordance with the requirements of City Standards. Locations of said monuments shall be approved by the City Engineer and indicated on the sub divider's plat by the appropriate symbols.
- j. Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed or covenant for common uses by all property owners.

- k. Where it is proposed that streets be constructed on property controlled by a public agency or utility company, approval for the location, improvement and maintenance of such streets shall be obtained from the public agency or utility company and entered on the final plat in a form approved by the City Attorney.

2. **Required Forms & Certificates:** In addition, the final plat shall contain the standard forms for the following:

- a. A registered professional land surveyor's certificate of survey, together with a statement that: (a) the surveyor holds a license in accordance with Title 58, Chapter 22 of the Utah Code, Professional Engineers and Professional Land Surveyor's Licensing Act; (b) the surveyor has completed a survey of the property described on the plat in accordance with Section 17-23-17 of the Utah Code and has verified all measurements; (c) has placed monuments as represented on the plat. **Plat must have signed and stamped by the licensed surveyor prior to final plat submittal.**
- b. The owner's certificate of dedication of all streets, roads, rights-of-way or other parcels intended for the use and benefit of the general public.
- c. Mortgagee or other lien holder's Consent to Record, if applicable.
- d. A notary public's acknowledgement space for the signature of the mortgagee and/or each owner signing the plat.
- e. Certificate of approval of Ash Creek Special Service District.
- f. Certificate of approval of the City Engineer.
- g. Certificate of approval of the City Council, as evidenced by the signature of the Mayor attested by the City Recorder.
- h. Certificate of approval as to form executed by the City Attorney.
- i. A one and one-half inch by five inch (1 1/2" x 5") space in the lower right-hand corner of the drawing for the use of the County Recorder.

3. **Other Information Required:** The following information or documentation shall be submitted:

- a. A completed form from the Washington County Treasurer's office (see attached copy of form) for property located within the subdivision verifying that all taxes or special assessments payable on all property within the limits of the subdivision are paid in full.
- b. An original copy for Staff review of the proposed deed restrictions or CC&Rs in proposed final form with signature lines for all owners of any interest in the subdivision who would sign the final subdivision plat must be submitted with final plat application. After being approved by staff this document shall be signed, acknowledged by a notary public, and recorded in the office of the County Recorder along with the final plat.
- c. Title report for the property being subdivided.
- d. A disk of the final plat prepared in the latest Auto-Cad format.

**Application Process:**

- A completed application with all required documents and fee payment as outlined above is submitted to the Planning Department along with the paper copy of the amended plat.
- A paper copy of the amended plat is submitted to the City Engineer for review. The City Engineer will red line the plat and email the subdivision engineer of required changes that need to be made. If a plat is still not ready for the City Engineers signature after the second submittal, an additional fee must be paid before the Engineer performs another review. An approved Mylar of the final plat must be signed by the City Engineer before the City Council meeting at which the amendment is to be submitted.
- A plat amendment without the notarized signatures of all the owners of record on the Mylar or on consent to record forms will require a public hearing. The applicant will be required to pay all notification and/or publication costs for notice of the hearing.

**Recording Requirements:**

1. Amended plat approval by the City Council.
2. Two disks of the final plat provided in the latest Auto Cad format – one for the City, and one for the County Recorder.
3. Review of the title report by the City Attorney.
4. All signatures must be on the Mylar, including property owners of record according to the title report, City officials and Ash Creek Special Service District Superintendent. The City Attorney is the last signer of the Mylar just prior to recordation.
5. Someone from the City Attorney’s office will accompany the developer’s representative to the County Recorder’s office for recordation. The developer pays recording fees.

A development with CC&R’s should submit a copy of the CC&R’s to the Planning Staff and one to the City Attorney for review at the time the plat amendment is submitted.

**Note: An amended plat that includes the abandonment of a dedicated road or for a subdivision that is not fully improved requires a different application and procedure.**

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(Office Use Only)

DATE RECEIVED: 4/12/23 COMPLETE: YES  NO

DATE APPLICATION DEEMED TO BE COMPLETE: 4/13/23

COMPLETION DETERMINATION MADE BY: *Byker Straight*  
Signature



## **MESA VIEWS AT TRAIL RIDGE ESTATES PHASE 2 AMENDED AND EXTENDED**

Beginning at a point on the Easterly Line of Mesa Views at Trail Ridge Estates, Phase 1 as on file with the Washington County Recorder's Office document #20170031371 said point lies South 89°19'56" East 339.09 feet along the Section Line and South 47.93 feet from the Southwest Corner of Section 12, Township 41 South, Range 13 West, Salt Lake Base and Meridian Running; thence North 13°09'18" East 133.82 feet along said Easterly Line; thence South 62°43'02" East 104.84 feet; thence South 43°28'45" East 95.25 feet; thence North 04°00'00" East 59.88 feet; thence North 58°19'53" East 102.60 feet; thence North 73°22'02" East 258.73 feet; thence South 46°40'43" East 153.98 feet; thence South 66°50'15" West 270.95 feet; thence South 27°04'10" East 42.40 feet; thence South 19°13'57" East 248.19 feet; thence South 08°59'07" West 137.89 feet; thence South 57°22'14" West 109.47 feet; thence South 38°51'35" West 200.93 feet; to the Northerly Line of said Mesa Views at Trail Ridge Estates, Phase 1; thence running along said Northerly Line the following (8) courses: 1) North 56°38'25" West 150.40 feet, 2) North 47°12'25" West 50.69 feet, 3) North 56°38'25" West 100.00 feet, 4) South 33°21'35" West 24.20 feet, 5) thence North 56°38'25" West 100.00 feet, 6) North 48°09'43" West 50.55 feet, 7) North 56°38'25" West 110.00 feet and 8) North 33°21'35" East 400.00 feet to the point of beginning.

Containing 367,752 Square Feet or 8.44 Acres.

Closure:

Northing Diff: 0.001271

Easting Diff: 0.005331

Azimuth: 103°24'33"

Error Distance 0.005480

Total Distance 2904.770

Ratio: 1/530076



**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company  
Issuing Office: 215 South State Street, Suite 280, Salt Lake City, UT 84111  
Issuing Office's ALTA® Registry ID: 0002935  
Commitment Number: 363-6261884  
Issuing Office File Number: 363-6261884  
Property Address: No Situs Available,  
Revision Number:

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Jeff Barnes at (435)673-5491 located at 50 East 100 South, Suite 100, St. George, UT 84770.**

**SCHEDULE A**

1. Commitment Date: February 01, 2023 at 8:00 a.m.
2. Policy to be issued:
  - a. ALTA® Standard Owner's Policy  
Proposed Insured: To Be Determined  
Proposed Amount of Insurance: \$1,000.00 Premium: \$220.00  
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
BBBA, LLC, a Utah limited liability company
5. The Land is described as follows:  
See Exhibit A attached hereto and made a part hereof

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Commitment No.: 363-6261884

**SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
7. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.
8. BBBA, LLC to provide Insurer with a copy of a Certificate of Good Standing from its State of domicile.

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Commitment No.: 363-6261884

### SCHEDULE B, PART II—Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat 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 will be excepted from coverage.**

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

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

**Subject to underwriting review and approval, some or all of Exceptions 1-7 may be omitted on extended coverage and Eagle policies**

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8. Taxes for the year 2023 now a lien, not yet due. General property taxes for the year 2022 were paid in the amount of \$819.00. Tax Parcel No. T-107-B-1.
9. The land is included within the boundaries of Toquerville City, a municipal corporation of the State of Utah and Tax District No. 11, and is subject to charges and assessments made thereby.
10. An easement over, across or through the Land for telephone circuits and incidental purposes, as granted to Los Angeles & Salt Lake Railroad Company, a corporation, its successors in interest and assigns by Instrument recorded February 11, 1927 as Entry No. 27892 in Book U-6 at Page 444 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of a blanket or incomplete legal description.

11. An easement over, across or through the Land for telephone and electric light and power transmission and incidental purposes, as granted to Dixie Power Company, a Utah Corporation by Instrument recorded March 26, 1928 as Entry No. 29735 in Book U-7 at Page 55 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of a blanket or incomplete legal description.

12. An easement over, across or through the Land for telephone and electric light and power transmission and incidental purposes, as granted to Dixie Power Company, a Utah Corporation by Instrument recorded March 26, 1928 as Entry No. 29736 in Book U-7 at Page 55 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of a blanket or incomplete legal description.

13. An easement over, across or through the Land for telephone and telegraph and incidental purposes, as granted to The Mountain States Telephone and Telegraph Co. by Instrument recorded December 03, 1932 as Entry No. 37105 in Book U-8 at Page 90 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of a blanket or incomplete legal description.

(The following exception affects all of the land , together with other land not included herein)

14. Mineral Deed Conveyance in said land evidenced by instrument in favor of Buttes Gas and Oil Co. recorded April 14, 1969 as Entry No. 136890 in Book 84 at Page 154 of Official Records.

Conveyance of Said interest in favor of Prize Energy recorded August 09, 1999 as Entry No. 657903 in Book 1343 at Page 278 of Official Records.

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(The following exception affects the Southerly portion of the land)

15. An easement over, across or through the Land for electric power and incidental purposes, as granted to CP National, a corporation by Instrument recorded July 09, 1981 as Entry No. [228932](#) in Book 292 at Page 321 of Official Records.
16. An easement over, across or through the Land for water distribution system and incidental purposes, as granted to the State of Utah, acting through the Board of Water Resources by Instrument recorded September 17, 1987 as Entry No. [320911](#) in Book 464 at Page 110 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of a blanket or incomplete legal description.

17. Any covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions contained within those certain declarations recorded June 24, 1996 as Entry No. [536287](#) in Book 1012 at Page 739 of Official Records, and any amendments thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenant, condition or restriction violates 42 USC 3604(c).
18. An easement over, across or through the Land for irrigation and culinary water lines and incidental purposes, as granted to Washington County Water Conservancy District by Instrument recorded February 07, 1997 as Entry No. [556849](#) in Book 1074 at Page 403 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of a blanket or incomplete legal description.

19. Access, Roadway, and Easement Agreement by and between Cholla Ridge, LLC, a Nevada limited liability company and Interstate Rock Products, Inc., a Utah corporation recorded March 31, 2006 as Entry No. [20060011389](#) of Official Records.
20. Phased Subdivision Development Agreement for the Trail Ridge Estates Subdivision Project recorded January 22, 2007 as Entry No. [2007003259](#) of Official Records.

Phased Subdivision Amended and Restated Development Agreement for the Trail Ridge Estates Subdivision Project recorded March 27, 2013 as Entry No. [20130011438](#) of Official Records.

21. Any covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions contained within those certain declarations recorded December 12, 2007 as Entry No. [20070058543](#) of Official Records, and any amendments thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenant, condition or restriction violates 42 USC 3604(c).

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(The following exception affects all of the Land, together with other land not included herein)

22. Developer's Notice and Due Diligence Memorandum to all Bidding on FDIC Note Associated with Subject Properties recorded September 25, 2008 as Entry No. [20080037610](#) of Official Records.
23. Notice of Creation of the Hurricane Valley Fire Special Service District recorded October 21, 2009 as Entry No. [20090040384](#) of Official Records.

A Resolution No. R-2007-1203 of the Board of County Commissioners of Washington County, Utah, Creating and Establishing a Special Service District within Washington County; Describing the Boundaries thereof, Naming the Said District recorded December 22, 2009 as Entry No. [20090048182](#) of Official Records.

A Resolution No. R-2009-1404 amending the Boundary of the Hurricane Valley Fire Special Service District recorded March 01, 2010 as Entry No. [20100006648](#) of Official Records.

A Resolution No. R-2010-1513 withdrawing Hurricane City and its boundary from the Hurricane Valley Fire Special Service District recorded December 30, 2010 as Entry No. [20100043974](#) of Official Records.

(The following exception affects the Southerly portion of the land)

24. Sign Easement Agreement dated May 15, 2018 by and between BBBA, LLC and Toquerville City, a municipality and political subdivision of the State of Utah recorded October 04, 2018 as Entry No. [20180040394](#) of Official Records.
25. Agreement for Secondary Non-Potable Water Service between the Toquerville Secondary Water System and Owner of Property in the Toquerville Water Service Area recorded August 06, 2019 as Entry No. [20190031191](#) of Official Records.
26. Mechanics' and/or Materialmen's Lien claims if either work is started, any material delivered or service rendered, prior to the recordation of the Security Instrument to be insured.

LOSS OF PRIORITY under this provision may jeopardize the Company's ability to insure under an ALTA Lenders Policy.

The State Construction Registry discloses the following Preliminary Notice(s): (None found within the last 12 months)

27. 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 2015.
28. Discrepancies or conflicts as evidenced by various bounding deeds of record.

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29. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

30. Our search of the Public Records finds no outstanding Mortgages affecting the Land.
31. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
32. Water rights, claims or title to water, whether or not shown by the Public Records.

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The name(s) BBBA, LLC, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Title inquiries should be directed to Mark J. Snyder @ (801)578-8835.

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**EXHIBIT A**

The Land referred to herein below is situated in the County of Washington, State of Utah, and is described as follows:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH ALONG THE SECTION LINE 1320 FEET; THENCE WEST 900 FEET; THENCE SOUTH 36°25'00" WEST, 300 FEET; THENCE NORTH 86°36'00" WEST, 242.50 FEET; THENCE SOUTH 1058 FEET; THENCE NORTH 39°14'00" WEST, 996.00 FEET; THENCE NORTH 514 FEET; THENCE WEST TO A POINT ON THE EASTERLY LINE OF THE STATE HIGHWAY; THENCE NORTH 42° WEST ALONG THE EASTERLY LINE OF SAID STATE HIGHWAY 1 CHAIN; THENCE NORTH 81° EAST 7 CHAINS; THENCE NORTH 53°10' EAST 8 CHAINS; THENCE NORTH 9° EAST 6.6 CHAINS; THENCE NORTH 18° WEST 3 CHAINS; THENCE NORTH 10° WEST 4 CHAINS TO THE NORTH LINE OF SAID SECTION 14; THENCE NORTHWESTERLY TO THE MOST WESTERLY CORNER OF LOT 1 OF JAMES JACKSON'S SURVEY, OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTHEASTERLY ALONG THE LOT LINE OF SAID LOT 1 TO THE WEST LINE OF THE WILLIAM BRINGHURST PROPERTY, IDENTIFIED AS TAX ID NUMBER T-106; THENCE SOUTH 4 RODS; THENCE NORTH 71°30' EAST 14 RODS; THENCE NORTH 57° EAST 14 RODS; THENCE NORTH 34° EAST 14 RODS TO A POINT 4 RODS SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION OF LAND LYING WITHIN CHOLLA CREEK PLANNED UNIT DEVELOPMENT PHASE 1 AMENDED, ACCORDING TO THE OFFICIAL PLAT, THEREOF ON FILE IN THE OFFICE OF THE RECORDER.

LESS AND EXCEPTING THEREFROM THAT PORTION OF LAND LYING WITH TRAIL RIDGE ESTATES PHASE 1, ACCORDING TO THE OFFICIAL PLAT, THEREOF ON FILE IN THE OFFICE OF THE RECORDER.

LESS AND EXCEPTING THEREFROM THAT PORTION OF LAND LYING WITH TRAIL RIDGE ESTATES PHASE 1, AMENDED AND EXTENDED, ACCORDING TO THE OFFICIAL PLAT, THEREOF ON FILE IN THE OFFICE OF THE RECORDER.

LESS AND EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED IN THAT CERTAIN QUITCLAIM DEED RECORDED JULY 06, 2017 AS ENTRY NO. [20170027760](#), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°18'39" WEST, ALONG THE SECTION LINE, 409.59 FEET; THENCE NORTH 90°00'00" EAST, 8.61 FEET TO THE POINT OF BEGINNING. SAID POINT BEING THE NORTHEASTERLY CORNER OF LOT 43, TRAIL RIDGE ESTATES PHASE 1 "AMENDED AND EXTENDED" SUBDIVISION; THENCE DEPARTING SAID SUBDIVISION AND RUNNING SOUTH 71°51'14" EAST, 254.20 FEET; THENCE SOUTH 41°31'07" EAST, 211.34 FEET; THENCE SOUTH 13°09'18" WEST, 222.19 FEET; THENCE SOUTH 33°21'35" WEST, 400.00 FEET; THENCE SOUTH 56°38'25" EAST, 110.00 FEET; THENCE SOUTH 48°09'43" EAST, 50.55 FEET; THENCE SOUTH 56°38'25" EAST, 100.00 FEET; THENCE NORTH 33°21'35" EAST, 24.20 FEET; THENCE SOUTH 56°38'25" EAST, 100.00 FEET; THENCE

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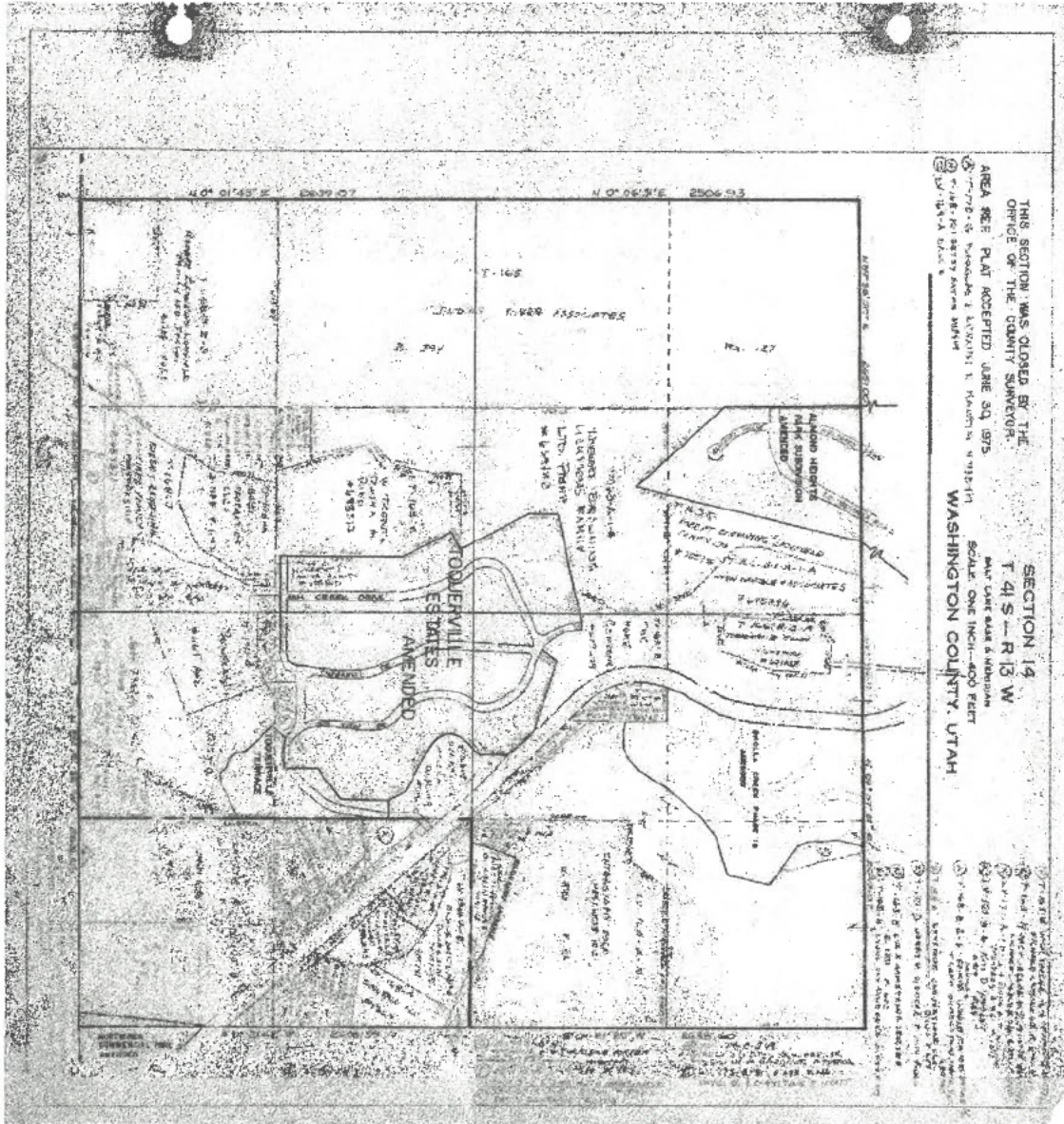


SOUTH 47°12'25" EAST, 50.69 FEET; THENCE SOUTH 56°38'25" EAST, 150.40 FEET; THENCE SOUTH 38°51'35" WEST, 232.51 FEET; THENCE SOUTH 56°33'26" WEST, 477.43 FEET; THENCE SOUTH 86°11'28" WEST, 110.00 FEET TO A POINT LOCATED ON THE EAST LINE OF GRAND CANYON PARKWAY; THENCE ALONG SAID EAST LINE THE FOLLOWING FIVE (5) COURSES: NORTH 03°48'32" WEST (RECORD BEARING=NORTH 02°57'26" WEST), 164.33 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, AND A CENTRAL ANGLE OF 25°07'56"; THENCE NORTHERLY ALONG SAID CURVE, 188.62 FEET; THENCE NORTH 28°56'29" WEST (RECORD BEARING=NORTH 28°05'23" WEST), 57.63 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 770.00 FEET, AND A CENTRAL ANGLE OF 16°05'19"; THENCE NORTHERLY ALONG SAID CURVE, 216.21 FEET; THENCE NORTH 12°51'10" WEST (RECORD BEARING=NORTH 12°00'04" WEST), 29.44 FEET TO THE SOUTHWEST CORNER OF LOT 59, OF SAID TRAIL RIDGE ESTATES PHASE 1 "AMENDED AND EXTENDED"; THENCE NORTH 77°08'50" EAST (RECORD BEARING=NORTH 77°59'56" EAST), 120.48 FEET TO THE SOUTHEAST CORNER OF SAID LOT 59; THENCE NORTH 01°39'41" WEST (RECORD BEARING=NORTH 00°48'35" WEST), 113.87 FEET TO THE NORTHEAST CORNER OF SAID LOT 59. SAID POINT ALSO BEING LOCATED ON THE SOUTH LINE OF LOT 57; THENCE NORTH 88°20'19" EAST (RECORD BEARING=NORTH 89°11'25" EAST), ALONG THE SOUTH LINE OF LOT 57 AND LOT 56, 100.52 FEET TO AN ANGLE POINT ON THE SOUTH LINE OF SAID LOT 56; THENCE NORTH 48°14'03" EAST (RECORD BEARING=NORTH 49°05'09" EAST), ALONG THE SOUTHEASTERLY LINE OF SAID LOT 56, 123.56 FEET TO THE COMMON CORNER TO LOTS 55 AND 56; THENCE NORTH 02°37'44" EAST, (RECORD BEARING=NORTH 03°28'50" EAST), 157.17 FEET TO THE COMMON CORNER TO LOTS 54 AND 55; THENCE NORTH 08°29'02" EAST, (RECORD BEARING=NORTH 09°20'08" EAST), ALONG THE EAST LINE OF SAID LOT 54 AND LOT 53, 200.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 53; THENCE NORTH 81°30'58" WEST, (RECORD BEARING=NORTH 80°39'52" WEST), ALONG THE NORTH LINE OF SAID LOT 53, 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 53. SAID POINT ALSO BEING LOCATED ON THE EASTERLY LINE OF CRATER LAKE WAY; THENCE ALONG SAID STREET LINE THE FOLLOWING THREE (3) COURSES: NORTH 08°29'02" EAST, (RECORD BEARING=NORTH 09°20'08" EAST), 21.15 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, AND A CENTRAL ANGLE OF 46°34'03"; THENCE NORTHEASTERLY ALONG SAID CURVE, 24.38 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 108°47'21"; THENCE NORTHERLY ALONG SAID CURVE, 94.94 FEET TO THE SOUTHEAST CORNER OF LOT 45 OF SAID PHASE 1; THENCE NORTH 11°40'27" EAST, (RECORD BEARING=NORTH 12°31'33" EAST), 94.70 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 45; THENCE NORTH 58°20'40" WEST, RECORD BEARING=NORTH 57°29'34" WEST), 85.54 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 45. SAID POINT ALSO BEING LOCATED ON THE SOUTHEASTERLY LINE OF SAID LOT 43; THENCE NORTH 31°39'20" EAST, (RECORD BEARING=NORTH 32°30'26" EAST), ALONG SAID LINE, 71.76 FEET TO THE POINT OF BEGINNING.

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THIS SECTION WAS CLOSED BY THE  
OFFICE OF THE COUNTY SURVEYOR.

AREA SEE PLAT RECEIVED JUNE 29, 1975

SCALE: ONE INCH=400 FEET

SECTION 14  
T 4 S - R 13 W  
WASHINGTON COUNTY, UTAH

Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



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**ALTA COMMITMENT FOR TITLE INSURANCE  
issued by  
FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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

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

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "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.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land 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 to be insured by the Policy.
- d. "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.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date 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.
- i. "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.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements; and
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

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

5. **LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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**11. ARBITRATION**

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

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**Mesa views at trail ridge estates phase 2  
Amended and extended**

Beginning at a point on the Easterly Line of Mesa Views at Trail Ridge Estates, Phase 1 as on file with the Washington County Recorder's Office document #20170031371 said point lies South 89°19'56" East 339.09 feet along the Section Line and South 47.93 feet from the Southwest Corner of Section 12, Township 41 South, Range 13 West, Salt Lake Base and Meridian Running; thence North 13°09'18" East 133.82 feet along said Easterly Line; thence South 62°43'02" East 104.84 feet; thence South 43°28'45" East 95.25 feet; thence North 04°00'00" East 59.88 feet; thence North 58°19'53" East 102.60 feet; thence North 73°22'02" East 258.73 feet; thence South 46°40'43" East 153.98 feet; thence South 66°50'15" West 270.95 feet; thence South 27°04'10" East 42.40 feet; thence South 19°13'57" East 248.19 feet; thence South 08°59'07" West 137.89 feet; thence South 57°22'14" West 109.47 feet; thence South 38°51'35" West 200.93 feet; to the Northerly Line of said Mesa Views at Trail Ridge Estates, Phase 1; thence running along said Northerly Line the following (8) courses: 1) North 56°38'25" West 150.40 feet, 2) North 47°12'25" West 50.69 feet, 3) North 56°38'25" West 100.00 feet, 4) South 33°21'35" West 24.20 feet, 5) thence North 56°38'25" West 100.00 feet, 6) North 48°09'43" West 50.55 feet, 7) North 56°38'25" West 110.00 feet and 8) North 33°21'35" East 400.00 feet to the point of beginning.

Containing 367,752 Square Feet or 8.44 Acres.

**Closure:**

Northing Diff: 0.001271  
Easting Diff: 0.005331  
Azimuth: 103°24'33"  
Error Distance 0.005480  
Total Distance 2904.770  
Ratio: 1/530076