

DEER RANCH SUBDIVISION

Sugarloaf Valley Farms, LLC



NOTES:

1. *This Table of Contents follows the order of Boulder Town’s Ordinances, not specifically in order by page number. The ordinances jump around some, so please see pagination notes where necessary.*
2. *Follow the page numbers at the top right of each page. The bottom ones are page numbers for each individual section / item.*

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APPLICATION FOR SUBDIVISIONS**APPLICANT INFORMATION**

Date: 6/27/2022

Name: Sugarloaf Valley Farms, LLC

Address: 21499 W 120th Ave. Suite 110

City: Westminster

State: CO

Zip: 80234

Phone: 720-346-3679

Fax: N/A

Cell Phone: 720-346-3679

Email: shawn@owenent.com

Contact Person: Shawn Owen or Kelley Cochran (303-304-4057, kelley@equa.global)

PRELIMINARY SUBDIVISION APPLICATION

Fee Amount: \$

Proposed Number of Lots: 14

Location/Address of Proposed Application: 301 E 1600 S, Boulder, UT 84716

Current Zoning District: 002-Boulder

Proposed Total of Area for Subdivision (in acres): 80 acres

Name of Property Owners: Shawn Owen, Managing Member

Signature of Applicant(s): Shawn Owen Jones**Boulder Town Office Use Only**

Date Received:

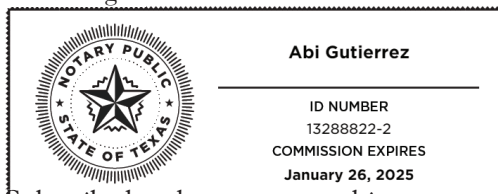
Date Determined Complete:

Fees Paid:

PROPERTY OWNER AFFIDAVIT

STATE OF UTAH }
 }ss
 COUNTY OF GARFIELD}

I (we), Shawn Owen, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.



Shawn Owen Jones

(Property Owner)

(Property Owner)

Subscribed and sworn to me this 30th day of June, 2022.

Abi Gutierrez

Abi Gutierrez

(Notary)

My commission expires: 01/26/2025

Notarized online using audio-video communication

AGENT AUTHORIZATION AFFIDAVIT

I (we), _____, the owner(s) of the real property described in the attached application, do authorized as my (our) agent(s), _____, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the Town considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Dated this _____ day of _____, 20____, personally appeared before me _____, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.

(Notary)

My commission expires: _____

Preliminary Subdivision Application Requirements and Review Procedures

- ❑ 1. **Application Form.** A Preliminary Subdivision Application form, provided by Town Clerk, completed and signed by the owner(s) as identified on the property assessment rolls of Garfield County, or authorized agent of the owner(s), of the lands proposed to be subdivided. The Preliminary Subdivision Application shall be accompanied by the Preliminary Subdivision Application fee, including a non-refundable administrative processing fee, as established by Resolution of the Town Council.
- ❑ 2. **Preliminary Subdivision Plat.** A Preliminary Subdivision Plat, prepared by a licensed land surveyor, shall be provided. The Preliminary Subdivision Plat shall be prepared in pen and all sheets shall be numbered. A minimum of twelve (12) paper copies shall be presented to the Town Clerk, as part of the Preliminary Subdivision Application. The Planning Commission may request additional copies if required.

The Preliminary Subdivision Plat shall show the following:

- a. A layout plan of the proposed subdivision, at a scale of no more than 1" = 100', or as recommended by the Zoning Administrator.
 - b. Located at the top and center of the preliminary plat, the proposed name of the subdivision and the section, township, range, principal median, and County of its location.
 - c. A title block, placed on the lower right-hand corner of the plat showing:
 - i. Name and address of owner of record and the name and address of the licensed land surveyor responsible for preparing the preliminary plat.
 - ii. Date of preparation of the preliminary subdivision plat, and all revision dates.
 - iii. Signature blocks for the dated signatures of the Mayor and Planning Commission Chair.
 - d. North arrow, graphic and written scale, and basis of bearings used.
 - e. All proposed lots, rights-of-way, and easements created by the subdivision and their bearings, lengths, widths, name, number, or purpose shall be given. The area of all lots created, with their addresses shall be shown.
 - f. A vicinity map of the site at a minimum scale of 1" = 1000'.
 - g. Surveyed boundaries of the proposed subdivision; accurate in scale, dimension and bearing, and giving the location of and ties to the nearest survey monument. The location of the property with respect to surrounding property and roads, and the names of all adjoining property owners of record shall be shown.
 - h. The legal description of the entire subdivision site boundary.
 - i. The location of any common space or open space areas including the location of all property proposed to be set aside for public or private reservation, with the designation of the purpose of those set asides, and conditions, if any, of the dedication or reservation.
- ❑ 3. **Required Subdivision Site Information.** On separate sheets, at the same scale as the preliminary subdivision plat information, the following subdivision site information is required:
- a. The identification of known natural features including, but not limited to, jurisdictional wetlands as identified by the U.S. Army Corps of Engineers, areas of slope exceeding 30% grade, flood channels as identified by a Federal or State Agency, all water bodies and drainage ways, and any other natural features as required by the Planning Commission, or Town Council, for the entire subdivision site, including the total acres in each.
 - b. Existing site contours, at intervals of no greater than two (2) feet, unless otherwise approved by the Planning Commission, overlaid with the proposed subdivision layout plan.
 - c. The location of any known man-made features on, or contiguous to the subdivision site, including existing platted lots, all utility easements, railroads, power lines and power poles, bridges, culverts, drainage channels, road rights-of-way and easements, field drains, irrigation canals and ditches.

- d. The location and dimensions of all existing buildings, fence lines and property lines, overlaid with the proposed subdivision layout plan.
 - e. The layout of proposed power lines including the source and connection to the existing power supply.
 - f. All existing and proposed roadway locations and dimensions, with cross sections of all new roads, proposed to be dedicated to the Town, showing the grades of all proposed streets and roads and all proposed cuts and fills exceeding three (3) feet. The proposed radius of all centerline curves shall be shown.
 - g. The location and size of existing and proposed culinary water and sewer lines and/or, the location of all wells and springs, and the location of all proposed absorption and drain fields, as required by the South West Utah Public Health Department, or the Utah Department of Environmental Quality, as applicable, overlaid with the proposed subdivision layout plan.
- ☐ 4. **Proposed Storm Drainage System.** The location of all existing and proposed fire hydrants, including the sizes of all existing and proposed water lines serving fire hydrants.
 - ☐ 5. **Title Report.** A Title Report for the property proposed to be subdivided, provided by a Title Company directly to the Town and including all Abstract Pages within 30 days of the date of the Preliminary Subdivision Application.
 - ☐ 6. **Tax Clearance.** A tax clearance from the Garfield County Treasurer indicating that all taxes, interest, and penalties owing for the subject property have been paid.
 - ☐ 7. **Property Owner Addresses.** Addresses of all owners of record of real property within 300 feet of the site proposed to be subdivided.
 - ☐ 8. **Evidence of Availability of Necessary Services.** The following information is required to be presented as part of the Preliminary Subdivision Application, necessary to establish the availability of basic services to the proposed subdivision.
 - a. **Culinary Water Requirements.** The South West Utah Public Health Department, or the Utah Department of Environmental Quality, as applicable, identified herein as the “Culinary Water Authority,” shall review and approve the feasibility of the culinary water system and sources for the subject property. It shall be the responsibility of the applicant to provide information and materials as required by South West Utah Public Health Department, or the Utah Department of Environmental Quality, necessary to review and approve the feasibility of the culinary water system.
 - b. **Wastewater Requirements.** The South West Utah Public Health Department, or the Utah Department of Environmental Quality, as applicable, identified herein as the “Sanitary Sewer Authority,” shall review and approve the feasibility of sanitary sewer services or onsite wastewater systems. for the subject property. It shall be the responsibility of the applicant to provide information and materials as required by the South West Utah Public Health Department, or the Utah Department of Environmental Quality, necessary to review and approve the feasibility of the sanitary sewer services or onsite wastewater systems.
 - c. **Fire Protection and Suppression Requirements.** The Boulder Town Fire Authority shall review and make necessary recommendations, as determined necessary by the Fire Authority for necessary fire protection and suppression services for the subject property. It shall be the responsibility of the

applicant to provide information and materials as required by the Boulder Town Fire Authority, necessary to review and make recommendations of the fire protection and suppression facilities and services.

- d. **Storm Drainage System.** As required by Item 4, all preliminary subdivision applications shall identify plans for storm water drainage. No ditch or canal shall be proposed for the use of storm water runoff without the written approval of the applicable irrigation company, with a note on the preliminary plat identifying a proposed and recordable drainage easement.
 - e. **Subdivision Roads and Streets.** The preliminary subdivision plat, and other application materials, shall identify the proposed road and street layout. Proposed subdivision streets shall make provision for the continuation of existing streets, as required by the Town Council. The Town Engineer shall review the proposed street and road design for compliance with the requirements of the Town. The proposed street and road layout shall provide adequate and safe access to all proposed lots and proposed and existing roads and streets. Minimum lot sizes as required by the Town's Zoning Ordinance shall be exclusive of road easements and rights-of-way. If the subdivision will be accessed from a State Highway an appropriate access permit, as required by the State of Utah Department of Transportation shall be provided with the application materials.
- ☐ 9. **Special Service District or Special Service Area.** If the proposed subdivision is located within the boundaries of a Special Service District or a Special Service Area, a letter shall be provided, with the preliminary subdivision application materials, from the governing board acknowledging the proposed subdivision, which letter may identify any potential impacts resulting from the proposed subdivision.
 - ☐ 10. **Irrigation Company.** If the proposed subdivision is located within the boundaries of an Irrigation Company a letter shall be provided, with the preliminary subdivision application materials, from the governing board acknowledging the proposed subdivision, which letter may identify any potential impacts resulting from the proposed subdivision.
 - ☐ 11. **Additional Information and Materials when Necessary.** When the Planning Commission, or Town Council deem necessary, the applicant may be required to provide other information or letters of feasibility, conduct studies, and provide evidence indicating the suitability of the area for the proposed subdivision, including, but not limited to, adequacy of public safety and fire protection, ground water protection, plant cover maintenance, geologic or flood hazard, erosion control, wildlife habitat, and any other physical or environmental matters.

FIGURE 1

**PRELIMINARY SUBDIVISION APPLICATION
REVIEW PROCEDURES**

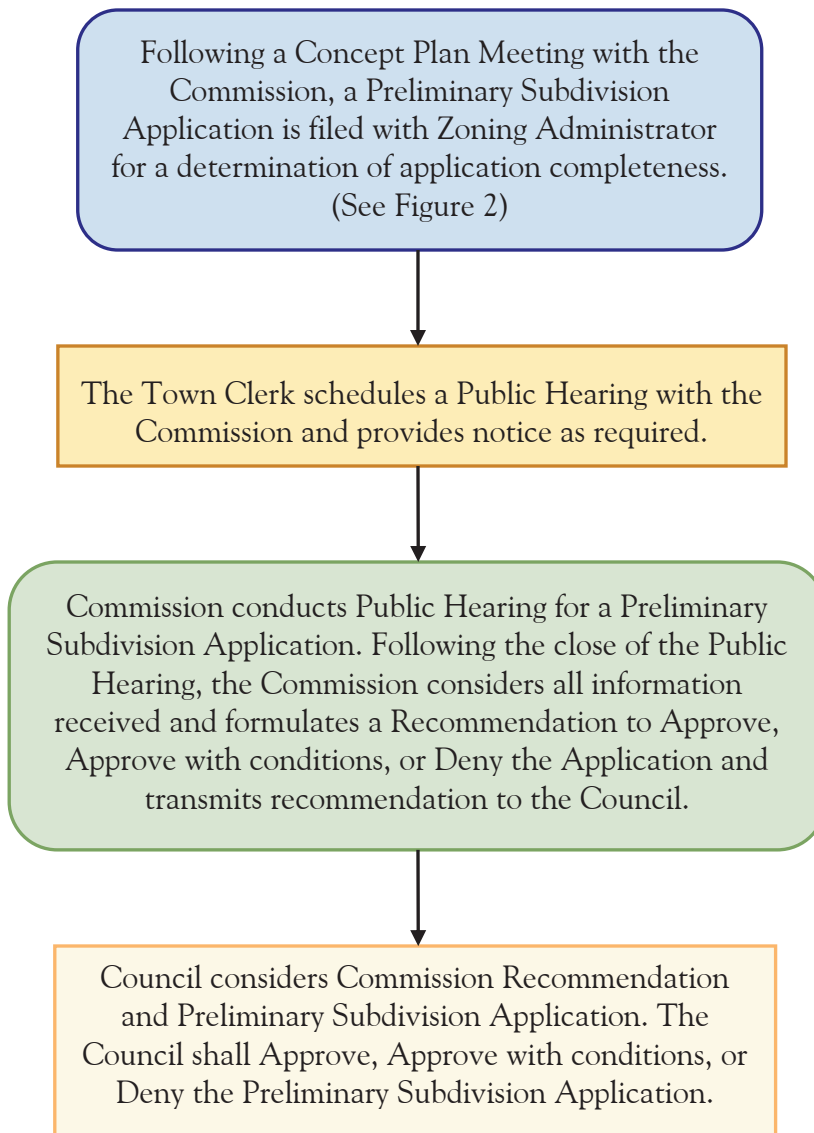
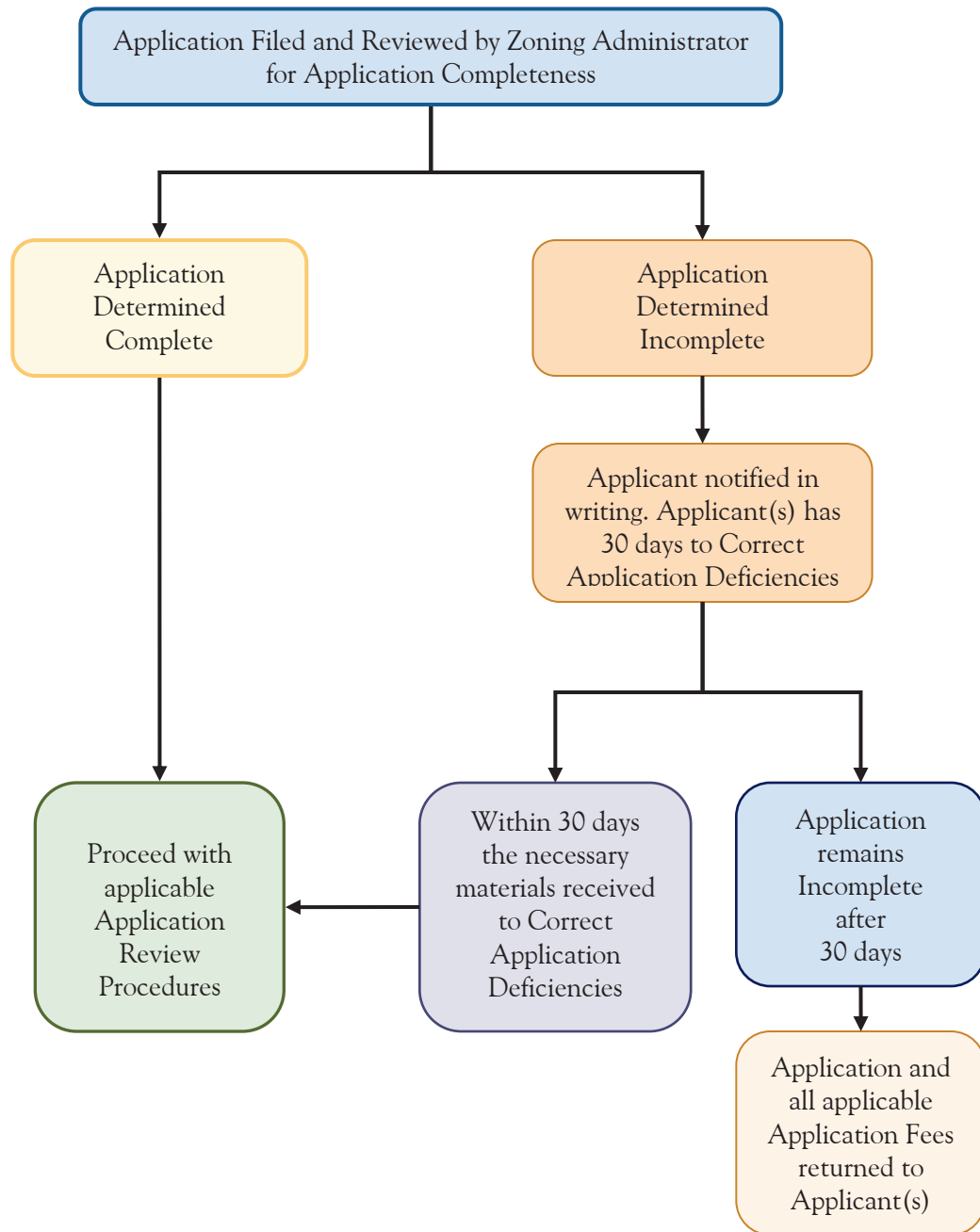
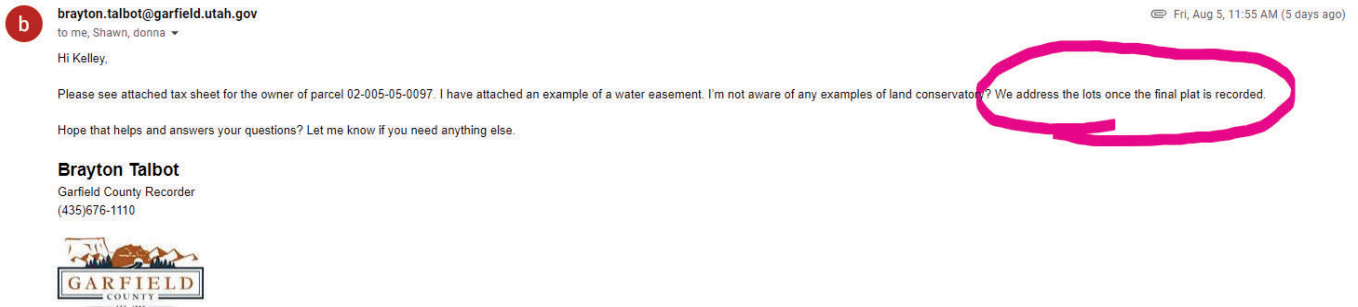


FIGURE 2**DETERMINATION OF APPLICATION COMPLETENESS PROCEDURES**

NEW LOT ADDRESSES:

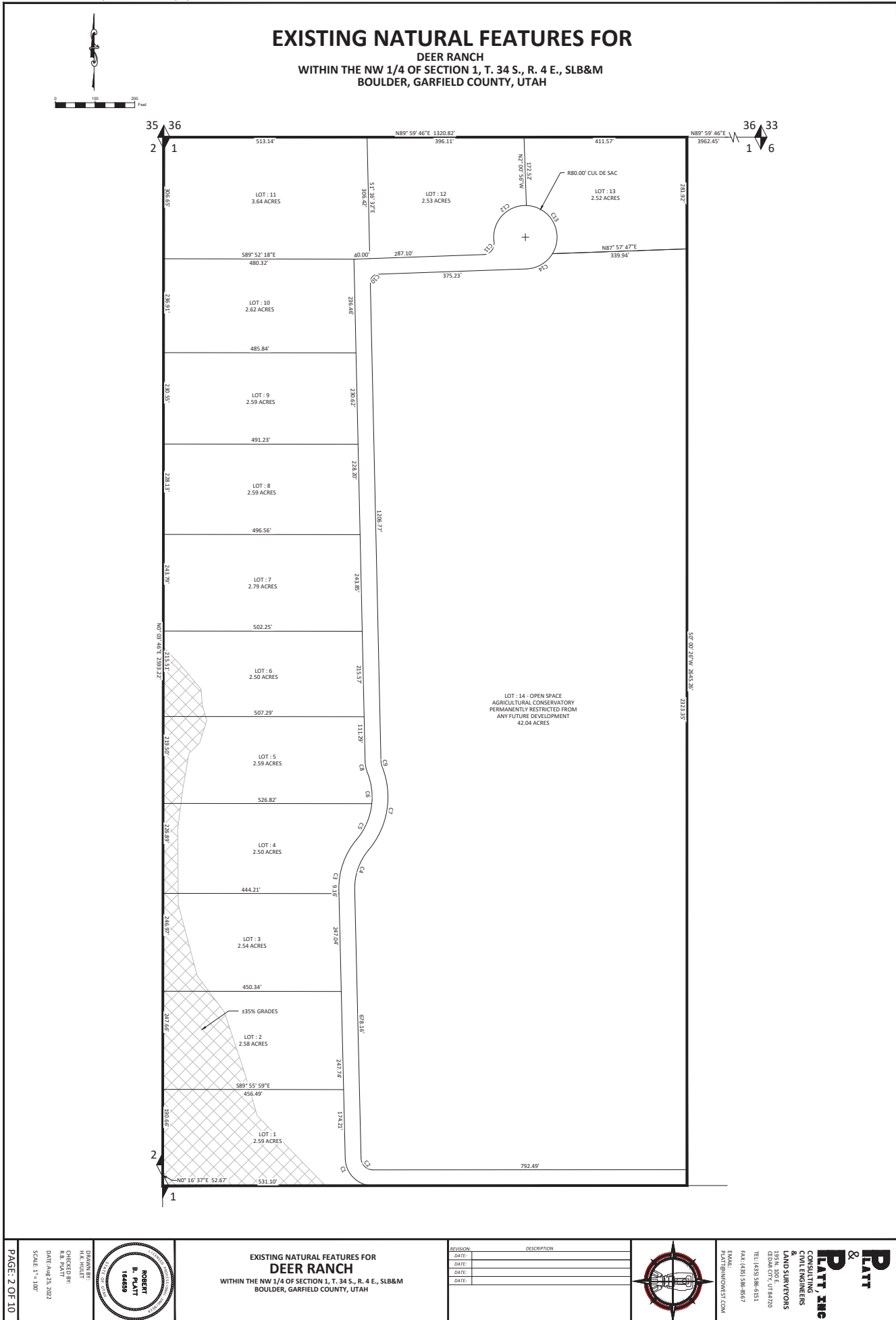
Response from the County RE: Boulder Town
Requiring New Addresses for Each Lot

Per email dated August 5th, 2022 from Brayton Talbot, Garfield County Recorder, they will address the lots once the final plat is recorded.



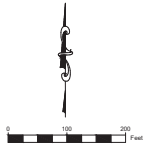
Fri, Aug 5, 11:55 AM (5 days ago)

only? We address the lots once the final plat is recorded.

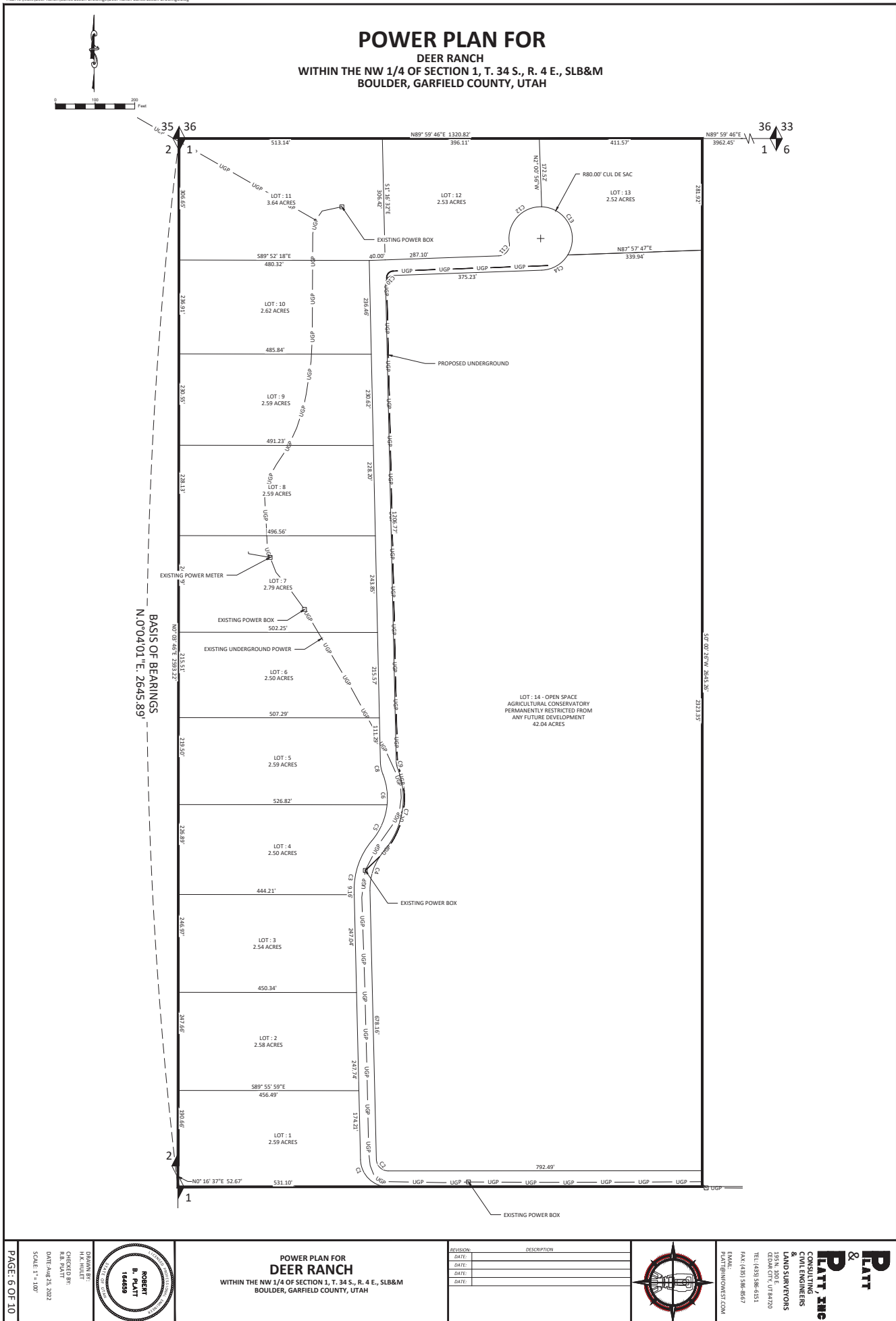


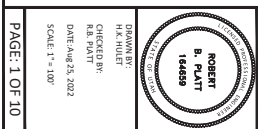
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P & **PLATT**
CONSULTING
CIVIL ENGINEERS
&
LAND SURVEYORS
195 N. 100 E.
CEDAR CREEK, UT 84220
TEL: (435) 586-6151
FAX: (435) 586-8667
E-MAIL:
PLATT@NINEWEST.COM



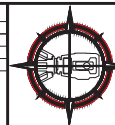
LOT : 14 - OPEN SPACE
AGRICULTURAL CONSERVATORY
PERMANENTLY RESTRICTED FROM
ANY FUTURE DEVELOPMENT
42.04 ACRES





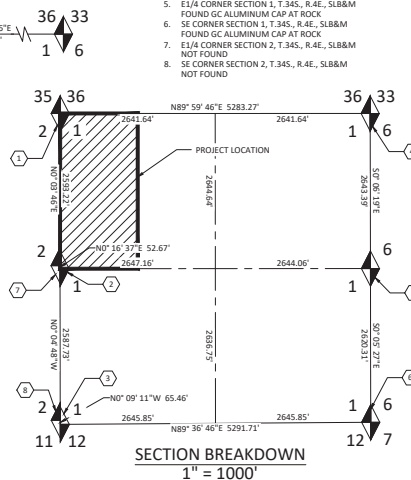
LOT PLAN FOR
DEER RANCH
WITHIN THE NW 1/4 OF SECTION 1, T. 34 S., R. 4 E., SLB&M
BOULDER, GARFIELD COUNTY, UTAH

REVISION:		DESCRIPTION:
DATE:		
DATE:		
DATE:		
DATE:		



P **&** **PLATT**
PLATT, INC.
CONSULTING
CIVIL ENGINEERS
LAND SURVEYORS
136 N. 100 E.
CEDAR CITY, UT 84720
TEL: (435) 586-6151
FAX: (435) 586-8567
E-MAIL:
PLATT@INFOWEST.COM

1. NW CORNER SECTION 1, T.34S., R.4E., SLB&M FOUND USFS MONUMENT
2. N1/4 CORNER SECTION 1, T.34S., R.4E., SLB&M FOUND GLO BRASS CAP
3. SW CORNER SECTION 1, T.34S., R.4E., SLB&M FOUND GLO BRASS CAP
4. NE CORNER SECTION 1, T.34S., R.4E., SLB&M FOUND USFS BRASS CAP
5. E1/4 CORNER SECTION 1, T.34S., R.4E., SLB&M FOUND GC ALUMINUM CAP AT ROCK
6. SE CORNER SECTION 1, T.34S., R.4E., SLB&M FOUND GC ALUMINUM CAP AT ROCK
7. E1/4 CORNER SECTION 2, T.34S., R.4E., SLB&M NOT FOUND
8. SE CORNER SECTION 2, T.34S., R.4E., SLB&M NOT FOUND.



THE W1/2NW1/4 OF SECTION 1, TOWNSHIP 34 SOUTH, RANGE 4 EAST, SLB&M

MORE PATRICIANLY DESCRIBED AS:

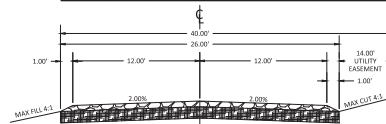
BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 34 SOUTH, RANGE 4 EAST, S18&M; THENCE N.89°59'46"E. ALONG THE TOWNSHIP LINE 1320.82, THENCE S.0°02'26"W. ALONG THE 1/16 LINE 2645.26 FEET TO THE 1/4 SECTION LINE, THENCE S.89°58'08"W. ALONG THE 1/4 SECTION LINE 1323.58 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE N.0°16'37"E. ALONG THE SECTION LINE 52.67 FEET TO THE EAST CORNER CORNER OF SECTION 2, THENCE N.0°03'46"E. ALONG THE SECTION LINE 2593.22 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS SURVEY IS N.0°04'01"E. ALONG THE SECTION LINE 2645.89 FEET FROM THE WEST QUARTER CORNER TO THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 34 SOUTH, RANGE 4 EAST, SLB&M.

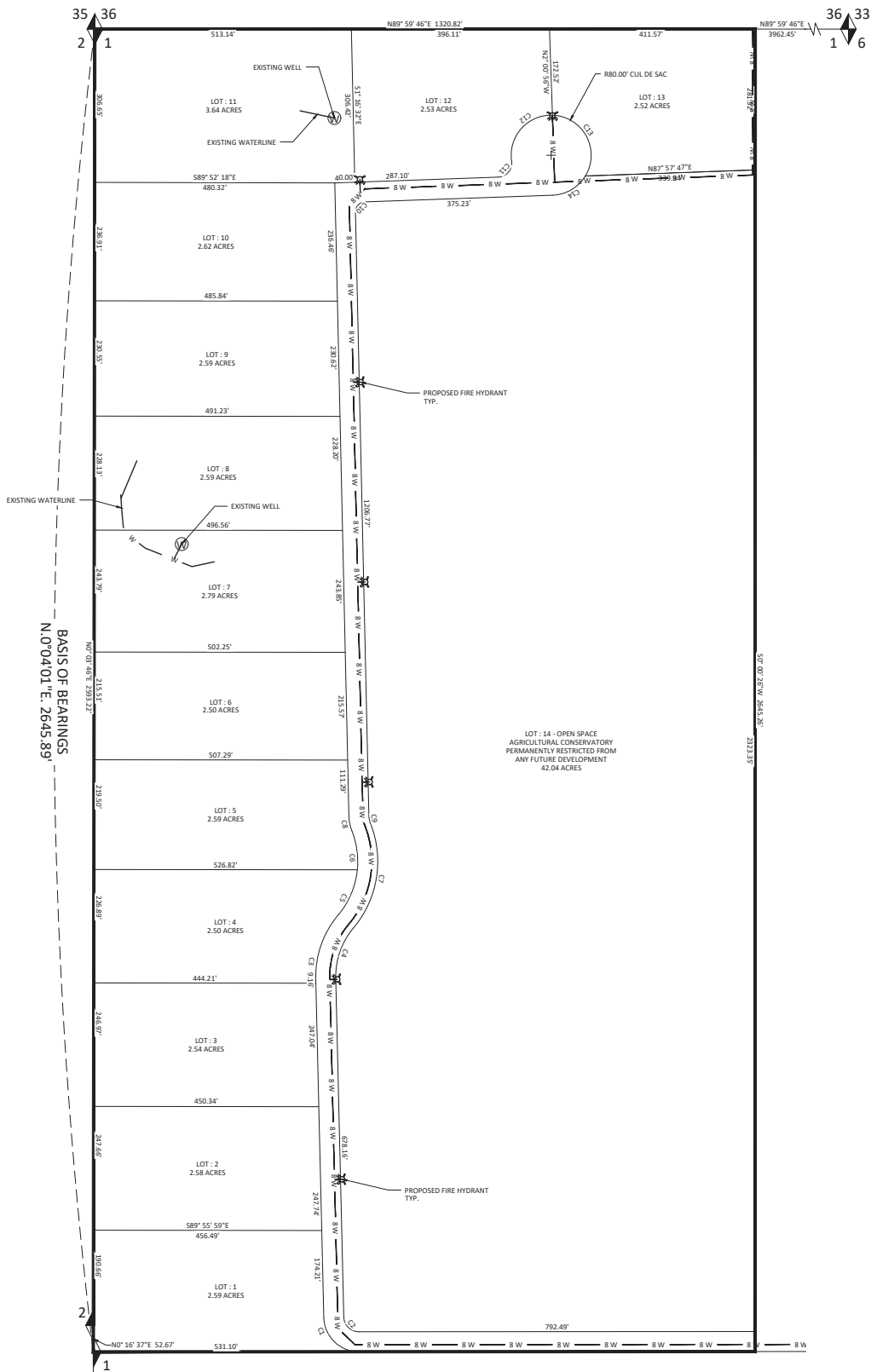
NAME: SUGARLOAF VALLEY FARMS, LLC
ADDRESS: 1499 WEST 120TH AVE
WESTMINSTER, CO 80234

- NOTES:**
1. EACH LOT TO HAVE A SEPTIC SYSTEM.
 2. EACH LOT TO HAVE A WELL OR A CITY WATER CONNECTION
 3. SETBACKS:
 - 3.1. FRONT: 30'
 - 3.2. REAR: 30'
 - 3.3. SIDE: 10'
 4. STORMWATER SYSTEM TO BE DESIGNED IN THE CONSTRUCTION DRAWINGS.
 5. LOT 14 - OPEN SPACE, TO BE DONATED AS AN AGRICULTURAL CONSERVATORY AND BE PERMANENTLY RESTRICTED FROM ANY FUTURE DEVELOPMENT.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	108.33	70.00	88°40'18"	N45° 41' 43" W	97.84'
C2	46.43	30.00	88°40'18"	N45° 41' 43" W	41.91'
C3	137.61	190.00	41°29'54"	N19° 23' 23"E	134.63'
C4	108.64	150.00	41°29'54"	N19° 23' 23"E	106.28'
C5	99.92	166.52	34°22'55"	N22° 56' 53"E	88.13'
C6	78.91	166.52	27°08'59"	N7° 49' 04"E	78.47'
C7	221.79	206.52	61°31'54"	N9° 22' 03"E	211.28'
C8	31.60	90.00	20°07'01"	N11° 20' 23"E	31.44'
C9	17.56	50.00	20°07'01"	N11° 20' 03"E	17.40'
C10	31.15	20.00	85°14'19"	N27° 23' 7"E	28.17'
C11	47.10	28.00	96°22'46"	N30° 46' 24"E	41.74'
C12	140.01	80.00	100°16'31"	N41° 48' 16"E	127.81'
C13	166.81	80.00	119°28'16"	S28° 24' 20"E	138.19'
C14	79.07	80.00	56°37'59"	S50° 38' 47"E	75.89'
C15	73.98	50.00	88°40'18"	N45° 41' 43" W	69.89'
C16	123.44	161.49	43°47'41"	N19° 23' 23"E	120.85'
C17	200.31	186.52	61°31'54"	N9° 22' 03"E	190.42'
C18	24.58	70.00	20°07'01"	N11° 20' 23"E	24.45'
C19	62.30	40.00	85°14'19"	N45° 37' 07"E	56.19'

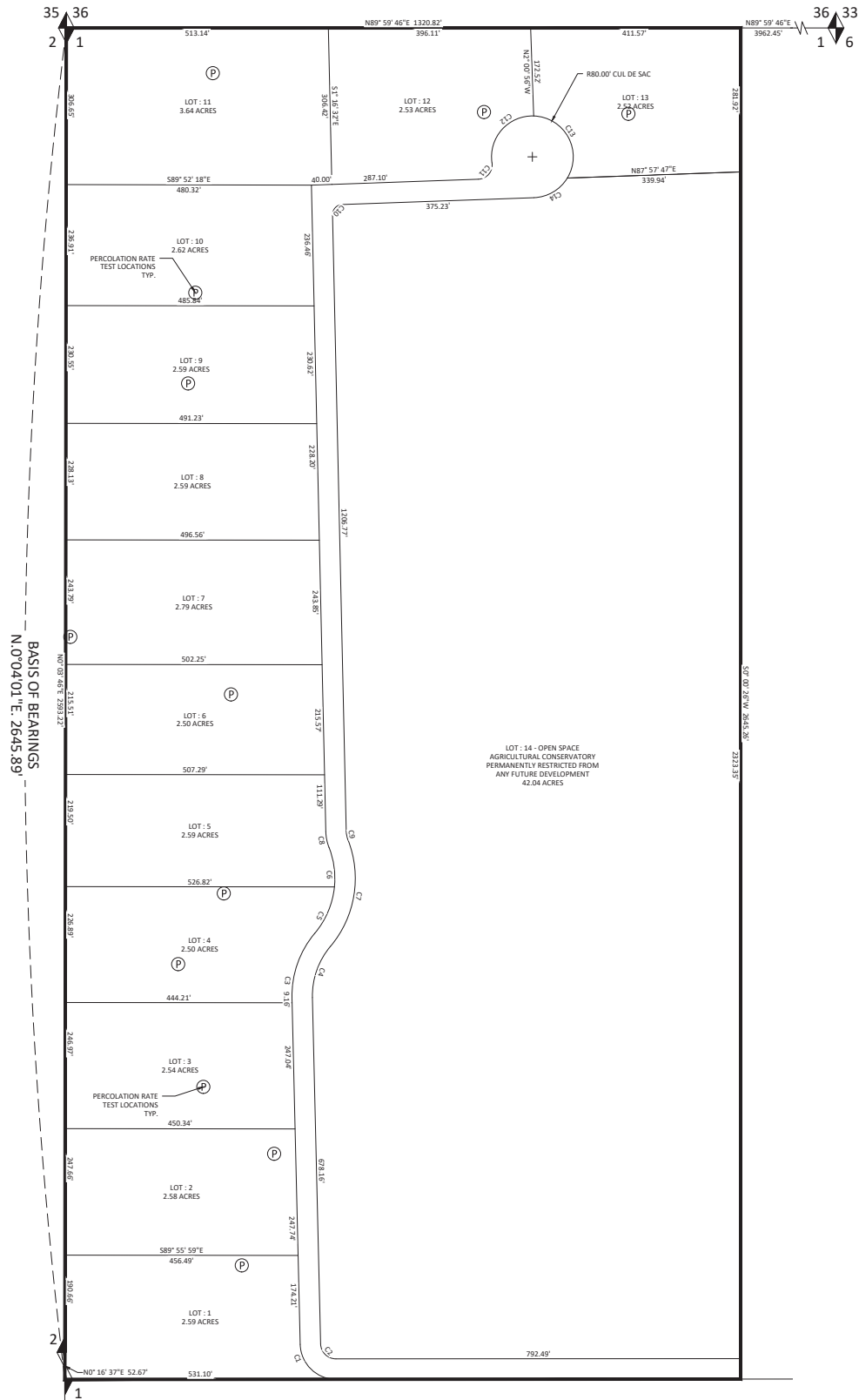
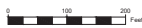


TYPICAL ROAD CROSS SECTION

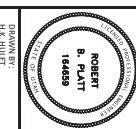


FILE: N:\Matt\Deer Ranch\Construction Drawings\Deer Ranch Construction Drawings.dwg

PERC TEST LOCATIONS FOR DEER RANCH WITHIN THE NW 1/4 OF SECTION 1, T. 34 S., R. 4 E., SLB&M BOULDER, GARFIELD COUNTY, UTAH

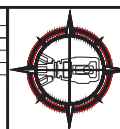


PAGE: 9 OF 10

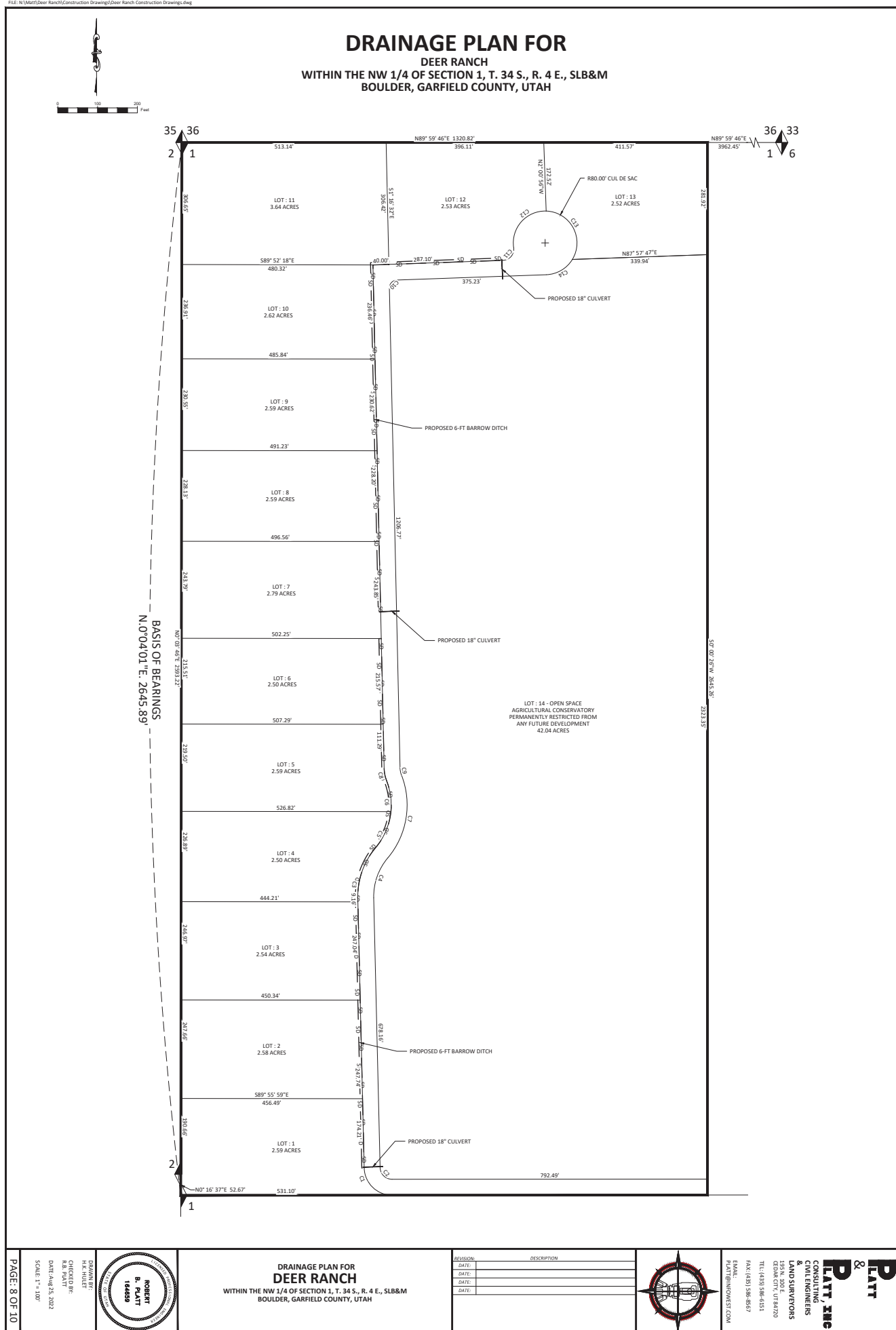


**PERC TEST LOCATIONS FOR
DEER RANCH**
WITHIN THE NW 1/4 OF SECTION 1, T. 34 S., R. 4 E., SLB&M
BOULDER, GARFIELD COUNTY, UTAH

REVISION	DESCRIPTION
DATE:	
DATE:	
DATE:	



PLATT & PLATT, INC.
CONSULTING
CIVIL ENGINEERS
& LAND SURVEYORS
155 N. 300 E.
CEDAR CITY, UT 84720
TEL: (435) 586-6151
FAX: (435) 586-6557
R. PLATT@INFOQUEST.COM





First American Title

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 361-6230581

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

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

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1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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First American Title

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 361-6230581

Transaction Identification Data for reference only:

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: 0002927

Issuing Office File No.: 361-6230581

Commitment No.: 361-6230581

Property Address: 301 East 1600 South, Boulder, UT 84716

Revision No.: 1

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Stacey Busk at (435)896-4408 located at 635 N Main Street, Suite 681, Richfield, UT 84701.**

SCHEDULE A

1. Commitment Date: August 16, 2022 8:00 AM

2. Policies to be issued:

(A) ALTA® Owner's Policy of Title Insurance

Proposed Insured: **To Be Determined**

Proposed Policy Amount: \$1,000.00

Premium: \$200.00

(B) ALTA® Loan Policy of Title Insurance

Proposed Insured: **To Be Determined**

Proposed Policy Amount: \$1,000.00

Premium: \$200.00

(C) Endorsements: 9-06, 22-06 and 8.1-06

Premium: \$60.00

3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Sugarloaf Valley Farms, LLC

5. The Land is located in Garfield County, UT, and is described as follows:

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 34 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

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 <p>First American Title</p> <p>Schedule BI & BII</p>	<p>ALTA Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>File No: 361-6230581</p>
--	---

Commitment No.: 361-6230581

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.

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Form 5030049 (5-12-17)	Page 5 of 9	ALTA Commitment for Title Insurance (8-1-16) Utah
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First American Title

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 361-6230581

Commitment No.: 361-6230581

SCHEDULE B, PART II

Exceptions

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

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, 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 2022 now a lien, not yet due. General property taxes for the year 2021 were paid in the amount of \$ 941.99. Tax Parcel No. 02-0005-0095, Serial No: B-95.
9. The Land is included within the boundaries of Boulder, a municipal corporation of the State of Utah, Tax District #2, and is subject to charges and assessments made thereby.
10. Rights of way for any roads, ditches, canals, or utility lines now existing over, under, or across the Land.
11. Easement recorded October 08, 1964 as Entry No. 105259 in Book 131 at Page 404 of Official Records.

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

12. A Deed of Trust and Fixture Filing dated December 13, 2018 by and between Sugarloaf Valley Farms, LLC as Trustor in favor of First American Title Insurance Co. as Trustee and Zions Bancorporation, N.A. dba Zions First National Bank as Beneficiary, to secure an original indebtedness of \$2,887,000.00 and any other amounts or obligations secured thereby, recorded December 31, 2018 as Entry No. 274710 in Book 522 at Page 357 of Official Records.

According to Official Records, the Beneficial Interest under said Deed of Trust was assigned to U.S. Bank National Association as Custodian/Trustee for Federal Agricultural Mortgage Corporation programs by that certain Assignment recorded December 31, 2018 as Entry No. 274711 in Book 522 at Page 373 of Official Records.

Partial Release of Lien recorded September 06, 2019 as Entry No. 276321 in Book 529 at Page 174 of Official Records.

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

13. A Deed of Trust and Fixture Filing dated July 20, 2020 by and between Sugarloaf Valley Farms, LLC (a/k/a Sugarloaf Valley Farms, LLC a Utah limited liability company) as Trustor in favor of First American Title Insurance Company as Trustee and Zions Bancorporation, N.A. dba Zions First National Bank as Beneficiary, to secure an original indebtedness of \$3,350,000.00 and any other amounts or obligations secured thereby, recorded July 28, 2020 as Entry No. 278071 in Book 537 at Page 715 of Official Records.
14. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by Official Records.

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

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The name(s) Sugarloaf Valley Farms, LLC has/had been checked for Statements of Authority recorded in Official Records and if any were found are disclosed below.

NONE

NOTE: According to the public records, there have been no Deeds conveying the land described herein within a period of 24 months prior to the date of this Report, except as follows: NONE

Title inquiries should be directed to Paula Vealey @ (801)578-8863.

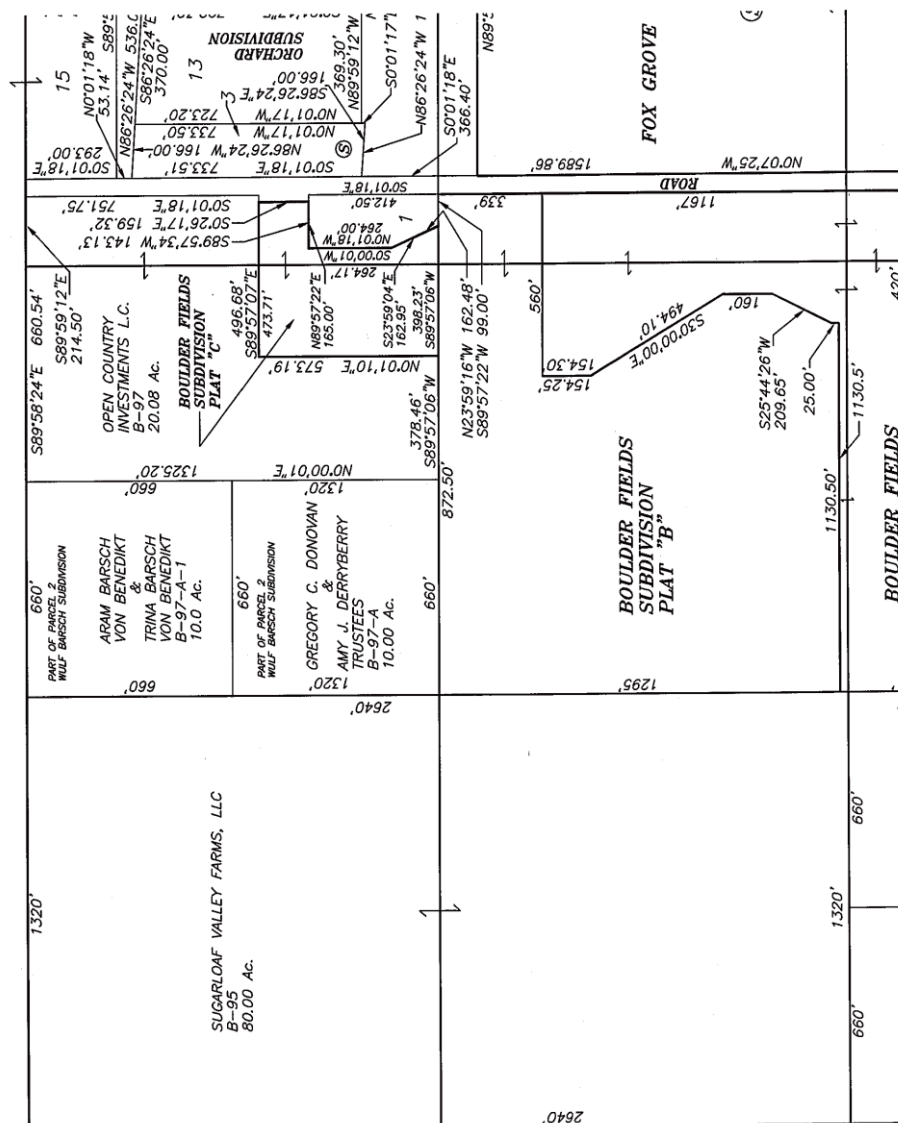
The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions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

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BOULDER TOWN
SECTION 1 T. 34 S. R. 04 E.



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June 9, 2022

GARFIELD COUNTY CORPORATION
Tax Roll Master Record

2:56:24PM

Parcel: 02-0005-0095 Serial #:B-95		Entry: 273532
Name: SUGARLOAF VALLEY FARMS LLC		
c/o Name:		Property Address E 1600 S: 301 BOULDER 84716-0000 Acres: 80.00
Address 1: 1499 W 120TH AVE		
Address 2: SUITE 110		
City State Zip: WESTMINSTER	CO 80234-0000	
Mortgage Co		
Status: Active	Year: 2022	District: 002 BOULDER DISTRICT 0.008012

Owners	Interest	Entry	Date of Filing	Comment
SUGARLOAF VALLEY FARMS LLC		273532	07/19/2018	(0517/0799)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BA00 AG BUILDING INCOMPLETE	0.00	18,221	18,221	145.99	18,221	18,221	145.99
BA02 STORAGE BUILDING	0.00	43,200	43,200	346.12	43,200	43,200	346.12
BR01 RESIDENTIAL PRIMARY BUILDING	0.00	51,869	28,528	228.57	51,869	28,528	228.57
LG01 LAND GREENBELT	79.00	282,500	9,683	77.58	282,500	9,683	77.58
LP01 LATE PENALTY	0.00	0	0	0.00	0	0	23.55
LR01 LAND IMPROVED PRIMARY	1.00	19,000	10,450	83.73	19,000	10,450	83.73
RLF RESIDENTIAL LANDFILL FEE	0.00	0	0	60.00	0	0	60.00
Totals:	80.00	414,790	110,082	941.99	414,790	110,082	965.54

Greenbelt Class Code & Name	Zone Code & Name	Acres	Price/Acre	Market	Taxable	Status	Changed
GZ4 GRAZE IV	0001 GARFIELD COUNTY	25.00	500	12,500	125	Active	05/12/2021
IT3 IRRAGATED III	0001 GARFIELD COUNTY	54.00	5,000	270,000	9,558	Active	05/12/2021
Greenbelt Totals		79.00		282,500	9,683		

Property Type	Year Built	Square Footage	Basement Size	Building Type
BA02 STORAGE BUILDING	2000	2,880		01
BR01 RESIDENTIAL PRIMARY BUILDING	1996	1,008		RESIDENTIAL PRIMARY

**** ATTENTION !! ****		2022 Taxes:	881.99	2021 Taxes:	941.99
Tax Rates for 2022 have NOT BEEN SET OR APPROVED! Any levied taxes or values shown on this printout for the year 2022 are SUBJECT TO CHANGE!! (Using Proposed Tax Rate)		Special Fees:	60.00	Review Date 02/26/2019	
		Penalty:	0.00		
		Abatements: (0.00)		
		Payments: (0.00)	NO BACK TAXES!	
		Amount Due:	941.99		

03/10/2022	10:12AM	00167585	2021	SUGARLOAF VALLEY FARMS LLC	Special - Check	60.00	gpeterson
03/10/2022	10:12AM	00167585	2021	SUGARLOAF VALLEY FARMS LLC	Interest - Check	12.95	gpeterson
03/10/2022	10:12AM	00167585	2021	SUGARLOAF VALLEY FARMS LLC	Penalty - Check	23.55	gpeterson
03/10/2022	10:12AM	00167585	2021	SUGARLOAF VALLEY FARMS LLC	Redemption - Check	881.99	gpeterson
Total Payments:						978.49	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2021	0.00	0.00	0.00	0.00	7.00%	978.49	0.00
2004	0.00	0.00	0.00	0.00	8.25%	726.55	0.00
Totals:	0.00	0.00	0.00	0.00		1,705.04	0.00

June 9, 2022

GARFIELD COUNTY CORPORATION
Tax Roll Master Record

2:56:24PM

Parcel: 02-0005-0095	Serial #:B-95	Entry: 273532
Name: SUGARLOAF VALLEY FARMS LLC		
c/o Name:	Property Address	
Address 1: 1499 W 120TH AVE	E 1600 S: 301	
Address 2: SUITE 110	BOULDER	84716-0000
City State Zip: WESTMINSTER CO 80234-0000	Acres: 80.00	
Mortgage Co		
Status: Active	Year: 2022	District: 002 BOULDER DISTRICT 0.008012

NO BACK TAXES

GARFIELD COUNTY TREASURER / DEPUTY

signature

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

Taxing Description

THE W 1/2 OF THE NW 1/4 OF SEC 1 T34S R4E SLB&M CONT 80.00 AC M/L

History

09/19/16 - CHANGED ADDRESS FROM 1680 SOUTH LOWER BOULDER ROAD TO 301 EAST 1600 SOUTH

Property Owner Addresses Within 300 Feet of Subdivision:

1. Owner's Names: Peter Philips, % Jean Reagan
Address: 5 W 1025 S, Boulder, UT
Parcel: 02-0005-0081
Notes: Top right (West) corner property from Deer Ranch
2. Owner's Names: Jean Donna Wilson
Address: 224 E 800 S, Boulder, UT
Parcel: 02-0005-0216
Notes: North parcel of Deer Ranch
3. Owner's Names: Ratoon, LLC
Address: 409 E 1100 S, Boulder UT
Parcel: 02-0005-0259
Notes: Top left (East) corner of Deer Ranch
4. Owner's Names: Aram and Trina Barsch Von Benedikt
Address: 428 E 1100 S, Boulder, UT
Parcel: 02-0005-0269
Notes: East top quarter of Deer Ranch
5. Owner's Names: Gregory C Donovan Trustee, % Amy J Derryberry Trustee
Address: 1240 S 430 E, Boulder, UT
Parcel: 02-0005-0239
Notes: East middle quarter of Deer Ranch
6. Owner's Names: Open Country Investments, % Catherine Smith
Address: 480 E 1500 S, Boulder, UT
Parcel: 02-0015-0002
Notes: Lower East half of Deer Ranch
7. Owner's Names: Boulder Fields Subdivision
Address: 1600 S, Boulder UT
Parcel: *NO PARCEL ID ON RECORD*
Notes: Small rectangular parcel for road leading to Deer Ranch from Lower Boulder
8. Owner's Names: Matthew Rose, Caitlan Goodwill, Barry Rose, Sharon Rose
Address: 380 1600 S, Boulder UT
Parcel: 02-0014-0001
Notes: South east corner of Deer Ranch
9. Owner's Names: Relax X, LLC
Address: 2160 S Lower Boulder Rd, Boulder UT

Parcel: 02-0005-0235

Notes: South side of Deer Ranch, Right half

10. Owner's Names: Relax X, LLC

Address: No Street Frontage, Boulder

Parcel: 02-0005-0236

Notes: South side of Deer Ranch, Left half

11. Owner's Names: Open Country Investments, % Catherine Smith

Address: 1321 S West Mesa Rd, Boulder, UT

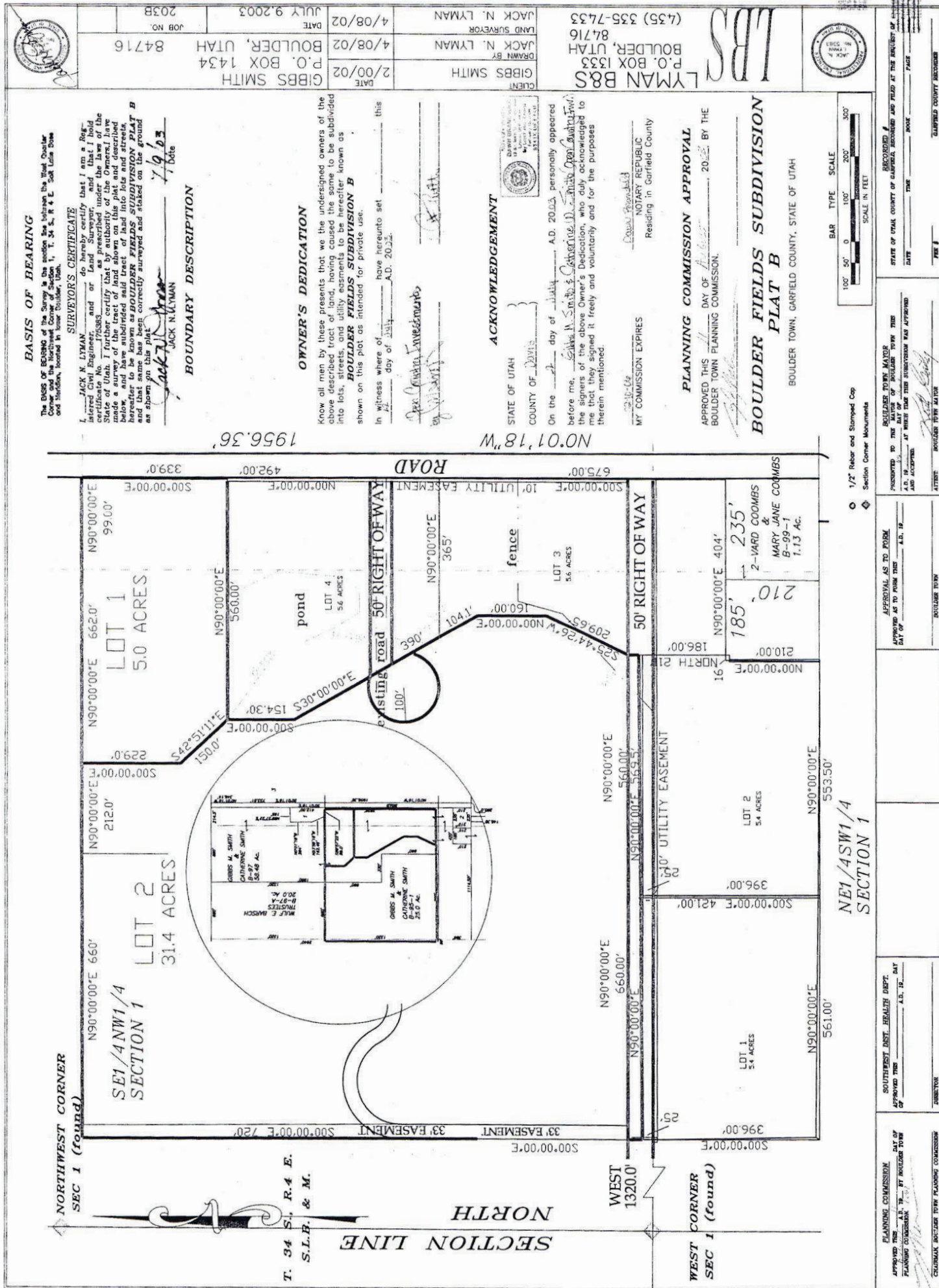
Parcel: 02-0005-0107

Notes: Top half of the West side of Deer Ranch, Privately owned

Property Owner's Addresses Within 300 Feet of Subdivision

11 total properties that are privately owned within 300 feet of the subdivision.





260 DL Sargent Dr.
Cedar City, UT 84721
(435) 586-2437

August 9, 2022

Sugarloaf Valley Farms

301 E. 1600 S.

Boulder, UT 84716

RE: Onsite Wastewater and Drinking Water Feasibility, Deer Ranch, Parcel: 02-0005-0095, Garfield County, UT

We have received plans and supportive information to establish feasibility for the above referenced subdivision. The following comments reflect the results of our review regarding feasibility.

WASTEWATER TREATMENT FACILITIES

Septic tanks and subsurface absorption systems are the proposed method of onsite wastewater treatment and disposal for the 13 lots included in this development. Based on the review of the submitted plans and supportive information, onsite wastewater treatment by means of septic tanks and subsurface absorption appears **feasible**. It is important to stress that soil and percolation information submitted for feasibility may be used in obtaining septic system permits for individual lots, provided the tests were conducted in close proximity to the proposed absorption field, otherwise additional tests must be conducted. Wastewater disposal for each lot will be dependent on strict compliance with the following:

1. The design for each septic tank and seepage device must be based on results of soil exploration and percolation tests conducted in the vicinity of the proposed wastewater treatment system. An application, percolation and soil information, detailed plans for each disposal system along with any other information and fees required must be submitted to the Southwest Utah Public Health Department (SWUPHD) for review and evaluation prior to construction and installation. If soil and related tests disclose unfavorable conditions for septic tanks and subsurface disposal in certain areas, septic tanks and subsurface treatment will not be permitted in those areas.

2. Each onsite wastewater treatment system must be installed in compliance with Utah Department of Environmental Quality, Onsite Wastewater Systems R317-4, Utah Administrative Code.
3. Final approval of individual wastewater disposal systems may be granted only after an on-site inspection of each system by an authorized representative of SWUPHD following construction and installation, but prior to backfilling.
4. The soil layers on these lots are almost entirely made up of sand. Though the perc test results show that the soil is still feasible for septic use in the future, please bear in mind that the septic systems should be built as close as possible to the original test pits. The loading rate used for these systems tends to be 0.9 gal/day/ft², but a loading rate <0.9 may be recommended to make the systems a bit larger.

DRINKING WATER SUPPLY

Drinking water for this development is to be provided by Boulder Farmstead. Public drinking water systems are regulated by the Utah Department of Environmental Quality, Division of Drinking Water.

This statement of feasibility applies only to the requirements of the Southwest Utah Public Health Department concerning water and wastewater treatment and disposal suitability. The proposed development is subject to any restrictions or limitations that may be imposed by Garfield County or other regulatory agency governing development.

If you have any questions, contact our office.

PLANS APPROVED
SOUTHWEST UTAH PUBLIC
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH
DATE Aug. 17, 2022
BY Mitchell Christensen

BOULDER FARMSTEAD WATER COMPANY

Po Box 1356

BOULDER, UTAH 84716

Applications for this use are as follows:

Commercial / All Subdivisions / Single Family / ADU - Town / Greenhouses

Each application must be submitted to the Secretary / Treasure at least two weeks prior to the meeting of the Board of Directors. The Secretary/ Treasure will notify each board member and add the item to the agenda. For commercial use or new subdivisions the Board will determine whether the service is available and (number of shares available) The number shares needed, the initial cost, the monthly service charge per share. The determination will be made based on the impact to the system and annual water use compared to the single family annual water use.

The application will include a licensed engineer statement stating how many shares are needed for the commercial use & size of pipe, according to state guidelines.

The water company will install all work under their direction. Only a licensed contractors approved by the water company are allowed to work on the system.

Current Zoning of area that water use is requested for Residential

Type of Service Required

☐ Single Family Dwelling- additional living or rental building.

☐ Commercial: Business type

☒ Subdivision: List Name location Deer Ranch, Boulder, UT

Amount of shares needed for application: 11 (Water study slated 14 connections, but we only need 11 bc 1 is ag lot and 2 have wells.

APPLICATION FOR WATER SERVICE

Name Sugarloaf Valley Farms, LLC

Mailing Address 1499 W 120th Ave, Ste. 110, Westminster, CO 80234

Phone (720) 346-3679 Email Address shawn@owenent.com

Name and owner's of property listed on tax notice. Sugarloaf Valley Farms, LLC

Address Of Proposed Service 300 1600 S, Lower Boulder Rd. Boulder, UT 84716

Tax parcel number. 02-0005-0095

Plat showing current location where water will be installed.

I have read and accept the conditions described on both sides of this application.

Applicant Signature Shawn A Owen

DATE Aug 24, 2022

Cost Per Share \$6000.00 make check payable to

Boulder Farmstead Water Co

Po Box 1356

Boulder Utah, 84716

Approval date from Board

BOULDER FARMSTEAD WATER COMPANY

Po Box 1356

BOULDER, UTAH 84716

Applications for this use are as follows:

Commercial / All Subdivisions / Single Family / ADU - Town / Greenhouses

APPLICATION FOR WATER SERVICE

Boulder Farmstead Water Company (BFWC) is a Mutual Water Company, a private, non-profit corporation owned by the water users and dedicated to the residents of Boulder.

One New service connection for Single Family Dwellings may be obtained, when available, by the purchase of one share of stock in the Company.

A share must be purchased and paid for in full non-refundable from Boulder Farmstead

If applying for a share that require's a building permit you will need to specify the use on your application. When the share is paid in full then you may use it for a building permit application approval . No building permit will be signed or approval of any subdivision until all cost associated with application are paid in full. A letter from the water company is required to sign off on applications that needs approval of Boulder Town or Planning Commission that's uses Boulder Farmstead in their application for fire protection or culinary water uses.

Upon receiving, your membership you will be charged a monthly flat fee of \$ payable regardless of whether you use the water or not. Membership fee and all installation cost shall be paid in full before the water can be turned on.

The Homeowner or Developer or Sub- divider is responsible for all cost associated with the connection, except for the meter and yoke. These items will be furnished by BFWC to assure uniformity. Please advise us as to where you want your connection made and when you want the work done. You are required to obtain any permits from the Town for excavating of any road and post any bonds needed for the project. Any damage to other utilities during installation will be paid for by the owner- power, phone, irrigation system.

All new meters will be installed within thirty feet of the property line regardless of a private road or private driveway or town street that will service one or more lots. A new main line shall be installed at the owner expense and shall meet these and all state requirements and shall include, any new fire hydrants necessary and this shall become the part of the water company system. Any new main lines installed on any private drives or private roads or other easements will be required to provide a easement for such main line for maintenance and repairs of 15 feet on each side of said mainline. Sub-divider shall provide a design to Water Co so an engineer can review at sub-divider expense.

Int Here _____

BINDING CONTRACT FOR BOULDER FARMSTEAD: Part 2 of 2

Below is the check written and handed to Yvonne Roundy at Boulder Farmstead
with the contract on 8/25/2022

DONNA J OWEN
DBA SUGAR LOAF'N RANCH
P O BOX 1436
BOULDER, UT 84716

97-232/1243

202

DATE Sept 24th 2022

PAY TO Boulder Farmstead \$ 66,000.⁰⁰
THE ORDER OF Sixty-six thousand ~~no~~ ^{xx} DOLLARS

MEMO Retainer for 11 potential 55^{plus} Hook-ups

Cache Valley Bank
101 NORTH MAIN LOGAN, UTAH 84321 (435) 753-3020
105 SOUTH MAIN STREET LOA, UTAH 84747 (435) 836-2395

MP

124302325164 11148 0202

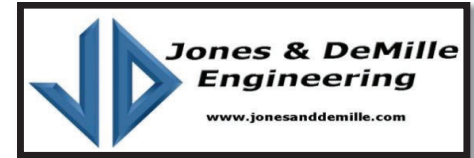
LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

Boulder Farmstead Water Test Results—Water Easements Ownership Map

Below is the proposed water study results from Boulder Farmstead. The **blue** line is the original water plan path, but we discussed with Randy updating it to the **pink** line, so the easements run along the road instead of through actual lots, which he agreed is better for him as well. The final design will be created after the preliminary is completed and we are working on the final.



Boulder Farmstead
 Deer Creek Subdivision Water Line
 August 24, 2022
 By: James Saunders



PRELIMINARY OPINION OF PROBABLE COST

	ITEM	QUANTITY	UNIT	UNIT PRICE	COST
	Deer Creek Loop Line				
1	Mobilization	1	LUMP	\$ 50,000.00	\$ 50,000.00
2	8" C900 DR 18	7,050	L.F.	\$ 50.00	\$ 352,500.00
3	Connect to Existing 10" Line	2	EACH	\$ 6,000.00	\$ 12,000.00
4	8" Gate Valve	4	EACH	\$ 3,000.00	\$ 12,000.00
5	Fire Hydrant (Including Hydrant Valve)	6	EACH	\$ 6,500.00	\$ 39,000.00
6	6" C900 DR18	180	L.F.	\$ 45.00	\$ 8,100.00
7	Class "A" Road Repair	1	LUMP	\$ 6,000.00	\$ 6,000.00
8	Fence Repair	20	L.F.	\$ 45.00	\$ 900.00
SITE WORK SUBTOTAL					\$ 481,000.00
9	Construction Contingency (25%)	1	LUMP	\$ 121,000.00	\$ 121,000.00
TOTAL PROBABLE CONSTRUCTION COST					\$ 602,000.00
	MISCELLANEOUS EXPENSES				
1	Preconstruction Engineering-State Agency Coordination, Project Drawings and Specifications	1	LUMP	\$ 34,800.00	\$ 34,800.00
2	Construction Observation, Materials Testing, Submittal Reviews, Operating Permit	1	HOURLY	\$ 23,000.00	\$ 23,000.00
3	Water Company Costs (\$300/day for approx 45)	1	LUMP	\$ 15,000.00	\$ 15,000.00
4	Survey-Topographic Survey	1	LUMP	\$ 4,800.00	\$ 4,800.00
5	Construction Staking	1	LUMP	\$ 5,800.00	\$ 5,800.00
TOTAL PROBABLE PROJECT COST					\$ 679,600.00

In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.

WHEN RECORDED, MAIL TO:

Sugarloaf Valley Farms, LLC
c/o Balancing Rock LLC
1499 W 120th Ave, Ste. 110
Westminster, CO 80234

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into on the last date written below, by and among Sugarloaf Valley Farms, LLC, a Utah limited liability Company ("SV Farms"), Open Country Investments, L.C., a Utah limited liability company ("Open Country"), and Aram Barsch, Trina Barsch, and Von Benedikt ("Barsch & Benedikt").

The following terms shall have the meanings described below for all purposes of the Agreement:

A. The "SV Farms Property," owned by SV Farms, shall mean the approximately 80 acre parcel identified as the W1/2NW1/4 of Section 1, Township 34 South, Range 4 East, SLB&M, Garfield County, Utah Property Tax Parcel 02-0005-0095, Serial #B-95.

B. The "Open Country Property," owned by Open Country, shall mean the following described property in Garfield County, Utah, Property Tax Parcel # 02-0005-0097: BEG AT THE N 1/4 COR OF SEC 1 T34S R4E SLB&M AND RUNNING TH S89°59'12"E 214.50 FT ALONG THE SEC LINE; TH S89°57'06"E 751.75 FT; TH N89°57'07"W 496.68 FT; TH S0°01'10"W 573.19 FT; TH S89°57'06"E 378.46 FT; TH N0°00'01"E 1325.20 FT; TH S89°58'24"E 660.54 FT ALONG THE SEC LINE TO THE POB CONT 20.08 AC M/L

C. The "Barsch & Benedikt Property," owned by Barsch & Benedikt, shall mean [NEED LEGAL DESCRIPTION], Garfield County, Utah, Property Tax Parcel 02-0005-0269.

D. "The Water Line Easement" shall mean a 20 foot easement for construction, installation, maintenance and repair of a water line to service the SV Farms Property, being 10 feet on either side of the following described centerline: BEGINNING S.0°03'46"W. ALONG THE SECTION LINE 291.85 FEET AND EAST 1321.10 FEET FROM THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 34 SOUTH, RANGE 4 EAST, SLB&M; THENCE N.0°00'26"E. 291.95 FEET TO THE NORTH LINE OF SAID SECTION 1, THENCE N.89°59'46"E. ALONG SAID NORTH LINE 1320.82 FEET MORE OR LESS TO THE WEST RIGHT-OF-WAY LINE OF LOWER BOULDER ROAD. .

E. [If NEEDED, CAN DESCRIBE HERE A CONSTRUCTION EASEMENT FOR USE WHILE CONSTRUCTING THE WATER LINE]

WHEREAS, each of the parties is an owner of property located as described immediately above in Paragraphs A, B, and C in Garfield County, Utah; and

WHEREAS, SV Farms intends to subdivide the SV Farms Property and desires to obtain an easement for a culinary water pipeline on parts of the Open Country Property and the Barsch & Benedikt Property for the benefit of itself and the owners of lots in the intended subdivision; and

WHEREAS, the parties desire to clarify and record additional understandings regarding the use by SV Farms and its successors in the intended subdivision lots and the maintenance of the water pipeline, and to grant to SV Farms a water line easement as described herein.

THEREFORE, for valuable consideration received, and in consideration of the mutual covenants contained herein, it is AGREED as follows:

1. Grant of Water Line Easement for the SV Farms Property. Open Country and Barsch & Benedikt hereby grant and convey to the owner of the SV Farms Property, and its successors and assigns including future subdivision lot owners forever, a perpetual easement for the installation and maintenance of an underground water pipeline to convey water from Boulder Farmstead Water Company pipes to the SV Farms Property, in the Water Line Easement.

2. Maintenance and Repairs. All expenses of construction, maintenance and repair of the water pipeline installed in the Water Line Easement shall be the responsibility of the owner(s) of the SV Farms Property.

a. General Use. The following additional understandings and restrictions associated with the use of the Water Line Easement are hereby stipulated: [FOLLOWING ARE PROVISIONS YOU MAY OR MAY NOT WANT OR LIKE, AND THERE MAY BE OTHER PROVISIONS YOU WANT TO ADD IN HERE. CONSIDER AND LET ME KNOW]

b. No property owner shall block or otherwise hinder use of the Water Line Easement.

c. If the owner of any property subject to this Agreement or any guest or invitee of such party causes any damage to the water pipeline installed in the Water Line Easement, the party who caused or whose guest or invitee caused such damage shall be obligated, within twenty (20) days of a written request by any owner of SV Farms Property, to repair and restore the damage to the water pipeline to the reasonable satisfaction of the affected property owner, at the sole cost and expense of such party responsible for the damage. If the necessary repairs are not fully completed in an acceptable manner within 30 days from the date of demand or immediately if water service to the SV Farms Property been rendered unsafe or impassable, any owner of the SV Farms Property shall be entitled to make all such necessary repairs and the party responsible for the damage shall pay all costs incurred as a result thereof within twenty (20) days of demand.

3. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the easement to the general public or for the benefit of the general public or for any public purpose, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes expressly stated herein.

4. Underground Pipeline. The pipeline installed in the Water Line Easement herein granted shall be an underground pipeline.

5. Binding Effect. The terms, covenants and provisions of this Agreement shall extend to and be binding upon the respective heirs, personal representatives, administrators, executors, beneficiaries, successors and assigns, as applicable, of each party to this Agreement. The benefits and burdens imposed by this Agreement are intended to and shall run with the land and shall benefit and burden the SV Farms Property, the Open Country Property, and the Barsch & Benedikt Property.

6. Notices. All notices, requests, demands and other communications related to this Easement Agreement shall be in writing and shall be deemed given 5 days after being placed in the United States mail, certified, return receipt requested, and sent to the address currently on file with the Garfield County Treasurer to which property tax notices are sent as of the date such notice is mailed.

7. Indemnification. The owner(s) of the SV Farms Property shall indemnify, defend and hold harmless each party who owns property burdened by this Easement Agreement from any and all claims, expenses, losses, causes of action or liabilities it may suffer as a result of the use of Water Line Easement.

8. Partial Invalidity. If any portion of this Agreement or any provision in this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall continue to be fully effective and enforceable, and the parties' consent to the modification of this Agreement, in any manner as a court may deem necessary, to preserve the grant of the right of way and easement granted by this Agreement.

9. Further Acts. Each party agrees to execute and deliver all documents and to perform all further acts as may be reasonably necessary to carry out the provisions of this Agreement.

10. Attorney's Fees and Costs. In any legal actions relating to this Agreement, the prevailing party shall be entitled to an award against the non-prevailing party of all reasonable costs and expenses of such action, including reasonable attorneys' fees and costs.

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

12. Voluntary Execution of Agreement. This Agreement is executed voluntarily, free of any fraud, mistake, duress, coercion or undue influence. Each party acknowledges:

- a. Having carefully read this Agreement;
 - b. Having been represented directly in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or have had an adequate opportunity to have this Agreement reviewed by their Counsel and have the content explained to them;
 - c. Understanding the terms and consequences of this Agreement;
 - d. Being fully aware of the legal and binding effect of this Agreement;
- and

e. Representing that no ambiguity in any provision of this Agreement exists and, to the extent ambiguity is claimed, this Agreement shall be not construed against any Party.

IN WITNESS WHEREOF, the parties have executed this Right-of-Way and Easement Agreement as of the dates written below.

Individual signature pages for each party follow

SUGARLOAF VALLEY FARMS, LLC
By BALANCING ROCK, LLC
Its Managing Member

Date _____

By _____
Shawn Owen, Managing Member of Balancing Rock,
LLC

STATE OF _____)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me Shawn Owen, who being by me duly sworn, declared that he is the Managing Member of Balancing Rock, LLC, which is the Managing Member of Sugarloaf Valley Farms, LLC, and that Balancing Rock, LLC signed the foregoing Easement Agreement on behalf of Sugarloaf Valley Farms, LLC.

NOTARY PUBLIC

OPEN COUNTRY INVESTMENTS, L.C.

Date

By Catherine Smith, its _____

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me Catherine Smith, who being by me duly sworn, declared that she is the Manager of Open Country Investments, L.C., and that she signed the foregoing Easement Agreement on behalf of Open Country Investments, L.C.

NOTARY PUBLIC

Date

Aram Barsch

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me Aram Barsch, a signer of the foregoing Easement Agreement, who acknowledged to me that he executed the same.

NOTARY PUBLIC

Date

Trina Barsch

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me Trina Barsch, a signer of the foregoing Easement Agreement, who acknowledged to me that she executed the same.

NOTARY PUBLIC

Date

Von Benedikt

STATE OF _____)
: ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me Von Benedikt, a signer of the foregoing Easement Agreement, who acknowledged to me that he executed the same.

NOTARY PUBLIC

WHEN RECORDED, MAIL TO:

Sugarloaf Valley Farms, LLC
c/o Balancing Rock LLC
1499 W 120th Ave, Ste. 110
Westminster, CO 80234

RIGHT OF WAY AND EASEMENT AGREEMENT

THIS RIGHT OF WAY AND EASEMENT AGREEMENT ("Agreement") is made and entered into on the last date written below, by and among Sugarloaf Valley Farms, LLC, a Utah limited liability Company ("SV Farms"), Open Country Investments, L.C., a Utah limited liability company ("Open Country"), Eric and Mary Feiler ("Feiler"), Graceful Acres, LLC, a Utah limited liability company ("Graceful Acres") and Matthew Rose, Caitlin Goodwill, Barry Rose and Sharon Rose ("Roses and Goodwill").

The following terms shall have the meanings described below for all purposes of the Agreement:

A. The "SV Farms Property," owned by SV Farms, shall mean the approximately 80 acre parcel identified as the W1/2NW1/4 of Section 1, Township 34 South, Range 4 East, SLB&M, Garfield County, Utah Property Tax Parcel 02-0005-0095, Serial #B-95.

B. The "Open Country Property," owned by Open Country, shall mean Lot 2, Boulder Fields Subdivision Plat B, Garfield County, Utah, Property Tax Parcel # 02-0015-0002.

C. The "Feiler Property" owned by Feiler, shall mean Lot 3, Boulder Fields Subdivision Plat B, Garfield County, Utah, Property Tax Parcel 02-0014-0003, Garfield County, Utah.

D. The "Graceful Acres Property," owned by Graceful Acres, shall mean Lot 2, Boulder Fields Subdivision, Garfield County, Utah, Property Tax Parcel 02-0014-0002.

E. The "Roses and Goodwill Property," owned by Roses and Goodwill, shall mean Lot 1, Boulder Fields Subdivision, Garfield County, Utah, Property Tax Parcel 02-0014-0001.

F. "1600 South" shall mean the 50 foot wide private roadway running west from the Lower Boulder Road and described as the south 25' of the Open Country Property, the north 25' of the Roses and Goodwill property, the north 25' of the Graceful Acres Property, and a 50' slice of the Feiler Property, all as shown on the recorded subdivision plats for Boulder Fields Subdivision and Boulder Fields Subdivision Plat B.

G. "The Utility Easement" shall mean a 10' strip being the 10' immediately south of 1600 South, located on the Roses and Goodwill Property, the Graceful Acres Property, and the Feiler Property. The Utility Easement is also shown on the recorded subdivision plats for Boulder Fields Subdivision and Boulder Fields Subdivision Plat B.

WHEREAS, each of the parties is an owner of property located as described immediately above in Paragraphs A, B, C, D and E in Garfield County, Utah; and

WHEREAS, each of the parties use, and have used, some part or all of an existing roadway described herein as "1600 South", said roadway originally established by the parties to this Agreement as a private roadway specifically for the purposes of providing a means of ingress and egress to their respective properties in Boulder, Utah; and

WHEREAS, the SV Farms Property has an existing right of way for ingress and egress across the north 25 feet of 1600 South, as reflected in the Warranty Deed dated July 1, 1994 and subsequently recorded on October 11, 1994 as Entry No. 210796 in Book 320 Page 421 in the Records of Garfield County, Utah; and

WHEREAS, SV Farms intends to subdivide its property and desires to obtain a right of access to use all of 1600 South for the benefit of itself and the owners of lots in the intended subdivision, and desires to amend, restate, and replace its currently recorded right of way with this one; and

WHEREAS, the parties desire to further clarify and record additional understandings regarding the use by SV Farms and its successors in the intended subdivision lots and the maintenance of 1600 South, and to grant to SV Farms a utility easement as described herein.

THEREFORE, for valuable consideration received, and in consideration of the mutual covenants contained herein, it is AGREED as follows:

1. Grant of Right of Way and Easement to use 1600 South for Ingress and Egress to the SV Farms Property. Open Country, Feiler, Graceful Acres, and Roses and Goodwill hereby grant and convey to the owner of the SV Farms Property, and their successors and assigns forever, the perpetual nonexclusive right to move pedestrian and vehicular traffic over, on and across 1600 South, for ingress and egress to the SV Farms Property, for agricultural and residential purposes for up to 14 lots, including construction of agricultural and residential structures, together with an easement for the installation and maintenance of underground utilities, including but not limited to electricity, telephone, internet, and water lines, in the Utility Easement. **PRESUMES UTILITY EASEMENT FOR BOULDER FIELDS CAN BE SHARED**

2. Maintenance and Repairs. As used herein, “maintenance” and “repair” shall mean such actions as are needed with respect to 1600 South as necessary to make it usable for the residential and agricultural uses allowed hereunder. For example, grading, fixing washouts, applying roadbase, or clearing away what has grown into the right-of-way where needed to maintain usable access constitute maintenance and repair work. The owners of each separate lot in the SV Farms Property, the Open Country Property, the Feiler Property, the Graceful Acres Property, and the Roses and Goodwill Property shall have the right to perform maintenance and repairs upon 1600 South as needed. The cost of such maintenance and repairs shall be borne by the party performing such maintenance and repairs unless a majority of the affected owners of the lots or separate parcels in the SV Farms Property, the Open Country Property, the Feiler Property, the Graceful Acres Property, and the Roses and Goodwill Property agree in writing in advance to the maintenance and repairs to be performed and to equally split such expenses. Each party shall pay their respective share of all such expenses incurred by within 30 days of written request for payment accompanied by copies of receipts for costs incurred. Further, it shall be the responsibility of each property owner herein to make repairs in a timely fashion, at said property owner’s cost, to any portion of 1600 South that have been damaged by that property owner, its guests or invitees, beyond normal wear and tear, or that may impede or otherwise affect the other property owners’ use of 1600 South.

3. Improvements. “Improvements” shall mean, with respect to the Roads and the right-of-way granted herein, any realignment of the roadway or fencing of the right-of-way, any change of the surface of the roadway in the right-of-way such as paving or extending use of road base, the installation of any gate across the right-of-way, and widening of the roadway or the right-of-way. Any owner may make improvements to the right-of-way on the owner’s property at the owner’s own expense at any time. Alternatively, the majority of owners of properties entitled to use the right-of-way on any owner’s property may agree in writing in advance to the improvements to be made and to share the expense of such improvements among all affected property owners. Provided, that no owner may be required, without that owner’s consent, to pay more than any other affected property owner is required to pay.

4. General Use. The following additional understandings and restrictions associated with the use of 1600 South are hereby stipulated: **[FOLLOWING ARE PROVISIONS YOU MAY OR MAY NOT WANT OR LIKE, AND THERE MAY BE OTHER PROVISIONS YOU WANT TO ADD IN HERE. CONSIDER AND LET ME KNOW]**

a. No property owner shall block or otherwise hinder traffic over 1600 South, except as reasonably necessary for maintenance, improvement or repair allowed hereunder.

b. The speed limit while traveling on 1600 South shall be twenty (20) miles per hour.

c. All property owners that are party to this Agreement recognize and respect all other property owners’ right to an expectation of minimal disturbance and quietude at all times with regard to the uses of 1600 South granted herein. Use of 1600 South by each of the property owners, for purposes beyond reasonably necessary vehicular and pedestrian ingress and egress as described elsewhere herein are prohibited. 1600 South shall not be used by any vehicles for recreational activities. Use of 1600 South by non-essential recreational vehicles such as ATVs during nighttime quiet hours are prohibited with the exception of emergencies or unexpected circumstances.

d. If the owner of any property subject to this Agreement or any guest or invitee of such party causes any damage to 1600 South, excluding normal wear and tear from uses allowed hereunder, or damage to adjoining property of such owner, the party who caused or whose guest or invitee caused such damage shall be obligated, within twenty (20) days of a written request by any other owner of property subject to this Agreement, to repair and restore 1600 South or the damaged property to the reasonable satisfaction of the affected property owner, at the sole cost and expense of such party responsible for the damage. If the necessary repairs are not fully completed in an acceptable manner in the affected Property owner’s reasonable discretion within 30 days from the date of demand or immediately if either 1600 South or other property has been rendered unsafe or impassable, the affected Property owner shall be entitled to make all such necessary repairs and the party responsible for the damage shall pay all costs incurred as a result thereof within twenty (20) days of demand.

5. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any right of way or easement to the general public or for the benefit of the general public or for any public purpose, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes expressly stated herein.

6. Underground Utilities. A party may install only underground utilities in the Utility Easement herein granted, to be installed at the party's own expense, except as otherwise agreed, and shall take reasonable actions as necessary to keep 1600 South usable during installation to the maximum extent possible.

7. General Waiver, Release and Indemnity. Each use of 1600 South shall constitute acceptance of 1600 South in "as-is" condition. Unless specifically required herein, no party has a duty to maintain, repair or improve 1600 South in order to render it safe for any purpose or use. As a condition of each use, each party has an obligation to inspect the roadway before their own use or the use by the guests or invitees, and no party assumes or shall have any duty to warn of any defect or condition in 1600 South. Additionally, the owner of each property subject to this Agreement releases and discharges the owners of all other properties subject to this Agreement from any and all claims, demands, causes of action, judgement, or any actions, know or unknown, which arise from or relate in any manner to such parties' use of 1600 South or exercise of any rights established hereunder.

8. Binding Effect. The terms, covenants and provisions of this Agreement shall extend to and be binding upon the respective heirs, personal representatives, administrators, executors, beneficiaries, successors and assigns, as applicable, of each party to this Agreement. The benefits and burdens imposed by this Agreement are intended to and shall run with the land and shall benefit and burden the SV Farms Property, the Open Country Property, the Feiler Property, the Graceful Acres Property, and the Roses and Goodwill Property.

9. Notices. All notices, requests, demands and other communications related to this Right of Way and Easement Agreement shall be in writing and shall be deemed given 5 days after being placed in the United States mail, certified, return receipt requested, and sent to the address currently on file with the Garfield County Treasurer to which property tax notices are sent as of the date such notice is mailed.

10. Mutual Indemnification. Each party who owns property benefitted by this Right of Way and Easement Agreement shall indemnify, defend and hold harmless each party who owns property burdened by this Right of Way and Easement Agreement from any and all claims, expenses, losses, causes of action or liabilities it may suffer as a result of the use of 1600 South by a party owning property benefitted by this Right of Way and Easement Agreement and that party's guests, employees, agents, invitees, or licensees, including all occupants of any property benefitted by this Right of Way and Easement Agreement.

11. Partial Invalidity. If any portion of this Agreement or any provision in this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall continue

to be fully effective and enforceable, and the parties' consent to the modification of this Agreement, in any manner as a court may deem necessary, to preserve the grant of the right of way and easement granted by this Agreement.

12. Further Acts. Each party agrees to execute and deliver all documents and to perform all further acts as may be reasonably necessary to carry out the provisions of this Agreement.

13. Attorney's Fees and Costs. In any legal actions relating to this Agreement, the prevailing party shall be entitled to an award against the non-prevailing party of all reasonable costs and expenses of such action, including reasonable attorneys' fees and costs.

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

15. Voluntary Execution of Agreement. This Agreement is executed voluntarily, free of any fraud, mistake, duress, coercion or undue influence. Each party acknowledges:

- a. Having carefully read this Agreement;
 - b. Having been represented directly in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or have had an adequate opportunity to have this Agreement reviewed by their Counsel and have the content explained to them;
 - c. Understanding the terms and consequences of this Agreement;
 - d. Being fully aware of the legal and binding effect of this Agreement;
- and
- e. Representing that no ambiguity in any provision of this Agreement exists and, to the extent ambiguity is claimed, this Agreement shall be not construed against any Party.

16. This Agreement shall supersede and replace in its entirety the right of way for ingress and egress across the north 25 feet of 1600 South, as reflected in the Warranty Deed dated July 1, 1994 and subsequently recorded on October 11, 1994 as Entry No. 210796 in Book 320 Page 421 in the Records of Garfield County, Utah.

IN WITNESS WHEREOF, the parties have executed this Right-of-Way and Easement Agreement as of the dates written below.

Individual signature pages for each party follow

SUGARLOAF VALLEY FARMS, LLC
By BALANCING ROCK, LLC
Its Managing Member

Date

By _____
Shawn Owen, Managing Member of Balancing Rock,
LLC

STATE OF _____)
: ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me Shawn Owen, who being by me duly sworn, declared that he is the Managing Member of Balancing Rock, LLC, which is the Managing Member of Sugarloaf Valley Farms, LLC, and that Balancing Rock, LLC signed the foregoing Right-of-Way and Easement Agreement on behalf of Sugarloaf Valley Farms, LLC.

NOTARY PUBLIC

OPEN COUNTRY INVESTMENTS, L.C.

Date

By Catherine Smith, its _____

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me Catherine Smith, who being by me duly sworn, declared that she is the Manager of Open Country Investments, L.C., and that she signed the foregoing Right-of-Way and Easement Agreement on behalf of Open Country Investments, L.C.

NOTARY PUBLIC

Date

Eric Feiler

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me Eric Feiler, a
signer of the foregoing Right-of-Way and Easement Agreement, who acknowledged to me that
he executed the same.

NOTARY PUBLIC

Date

Mary Feiler

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me Mary Feiler, a signer of the foregoing Right-of-Way and Easement Agreement, who acknowledged to me that she executed the same.

NOTARY PUBLIC

GRACEFUL ACRES, LLC

Date

By Blake Spalding, its _____

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me Blake Spalding, who being by me duly sworn, declared that she is the _____ of Graceful Acres, LLC, and that she signed the foregoing Right-of-Way and Easement Agreement on behalf of Graceful Acres, LLC.

NOTARY PUBLIC

Date _____

Matthew Rose

STATE OF _____)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me Matthew Rose, a signer of the foregoing Right-of-Way and Easement Agreement, who acknowledged to me that he executed the same.

NOTARY PUBLIC

Date _____

Barry Rose

STATE OF _____)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me Barry Rose, a signer of the foregoing Right-of-Way and Easement Agreement, who acknowledged to me that he executed the same.

NOTARY PUBLIC

Date

Sharon Rose

STATE OF _____)
: ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me Sharon Rose, a signer of the foregoing Right-of-Way and Easement Agreement, who acknowledged to me that she executed the same.

NOTARY PUBLIC

Date

Caitlin Goodwill

STATE OF _____)
: ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me Caitlin Goodwill, a signer of the foregoing Right-of-Way and Easement Agreement, who acknowledged to me that she executed the same.

NOTARY PUBLIC

NOTARY PUBLIC

Project Permit Application

Application Number: _____ (office use only)

Owner of Property Sugarloaf Valley Farms, LLC

Project Address 300 1600 S, Lower Boulder Rd, Boulder, UT, 84716

Description of Proposed Project Developing an 80 acre parcel (02-0005-0095) into a 14 lot subdivision, where 13 of the lots will be at least 2.5 acres or larger, and one lot will remain a 42 acre agricultural lot. The project for this application pertains to the water and drainage plans for the subdivision.

I hereby confirm that I am the owner (or authorized agent) of the above property and that I have read pages 5 and 6 below, the "Garfield County Building Permit" attachment explaining the County permit and inspection procedures and that I will provide the required approval signatures and/or documentation as follows:

Irrigation: This project was reviewed and approved by the Boulder Irrigation Water Company and it does not encroach on their easements

Boulder Irrigation Co. Rep. Roy E. Soder Date 8-23-2022

Ownership: Proof of ownership of this property by applicant is attached in the form of a property tax notice _____ or a recorded deed _____ (attached).

Zoning:

The structure will X will not _____ be used for human habitation.

The structure does X does not _____ require electrical, plumbing, or mechanical.

The structure is N/A feet from the side yard & _____ feet from front or rear property line. (See Plot Plan attached)

The structure is N/A feet high. The structure floorspace is _____ sq. ft.

The location is on a slope of various degrees. (plot plan is attached)

The property/structure is X is not _____ in a flood plain.

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WHEN RECORDED RETURN TO:

Sugarloaf Valley Farms, LLC

c/o Balancing Rock LLC

1499 W 120th Ave, Ste. 110

Westminster, CO 80234

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
DEER RANCH SUBDIVISION**

This Declaration of Covenants, Conditions, and Restrictions for Deer Ranch Subdivision, located in Boulder, Garfield County, Utah (the "Declaration") is made and executed by Sugarloaf Valley Farms, LLC, of 1499 W. 120th Ave., Ste 110, Westminster, CO 80234 (the "Developer").

RECITALS

A. The Deer Ranch Subdivision, as established by the official plat thereof recorded in the office of the Garfield County, Utah Recorder ("Property") is an area featuring unique and distinctive terrain, including within its approximate 80 acres a large irrigated field used for agricultural purposes and non-irrigable lots to be sold for residential purposes;

B. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Developer to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on the Property, and which will increase and preserve the utility, attractiveness, quality and value of the lands and improvements therein and the traditional agricultural use of the irrigable field which is part of the Property.

C. This Declaration affects the Property, which is described with particularity in Article II below.

D. Developer is the owner of the Property.

E. Developer intends to sell to various purchasers the fee title to the individual residential Lots contained in the Property.

F. The Property is accessed from the Lower Boulder Road along a right of way crossing property belonging to third parties, and the lots in the Deer Ranch Subdivision utilize the private roadway established by the recorded Plat of the Deer Ranch Subdivision.

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G. Developer desires, by filing this Declaration and Plat Map, to submit the Property and all improvements now or hereafter constructed thereon to the provisions and protective covenants set forth herein.

COVENANTS, CONDITIONS, AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, Developer hereby makes the following declaration:

I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1.1 The term **Assessment** shall mean and refer to any amount imposed upon, assessed or charged an Owner or Permittee

1.2 The term **Building** shall mean and refer to any of the structures constructed in the Tract.

1.3 The term **City** shall mean and refer to the Town of Boulder in Garfield County, Utah.

1.4 The term **Common Expense** shall mean and refer to:

1.4.1 All sums lawfully assessed against the Owners;

1.4.2 Expenses declared common expenses by this Declaration.

1.5 The term **Declaration** shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Deer Ranch Subdivision.

1.6 The term **Developer** shall mean and include Sugarloaf Valley Farms, LLC and any person or persons who might acquire title from it to all or some of the unsold Lots, through purchase, assignment or other transfer including foreclosure or deed in lieu of foreclosure; or, in the situation where, any person purchases all, or some of the remaining Lots, in a sale in the nature of a bulk sale. The person acquiring any of such property from the Developer shall be considered a Developer with respect to that portion of the property so acquired and shall have the right to develop the property and/or sell such property in accordance with the terms and provisions of this Declaration and this Declaration; provided, however, a notice of succession

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shall be recorded in the Office of the County Recorder signed by both the current Developer and by its successor in interest as the new Developer.

1.7 The term **Dwelling** or **Dwelling Unit** shall mean and refer to a dwelling, home or living unit constructed upon a Lot.

1.8 The term **Guest** shall mean and refer to a family member, guest, invitee, licensee, and any person or occupant accompanied by a Member or unaccompanied, who has the right to use the Swim and Tennis Club.

1.9 The term **Improvement** shall mean and refer to any physical change or addition to the Land to make it more valuable.

1.10 The term **Individual Charge** shall mean and refer to a charge levied against an Owner, Guest or Permittee for all expenses resulting from the act or omission of such Person, excepting the Owner's failure to pay any Assessment.

1.10.1 The act or negligence of any Guest or Permittee shall be deemed to be the act or negligence of the Owner responsible for such Person.

1.10.2 Individual Charges shall include, by way of illustration but not limitation, any expense resulting from the act or omission of any Owner, Guest or Permittee including:

1.10.2.1 The cost to repair any damage to any portion of the Property or Improvement thereon on account of loss or damage caused by such Person; or

1.10.2.2 The cost to satisfy any expense to any other Owner or Owners or to the Association due to any intentional or negligent act or omission of such Person, or resulting from the breach by such Person of any provisions this Declaration; and

1.10.2.3 Any transient occupancy tax, sales tax, use tax or other tax levied pursuant to the laws of the State of Utah and payable by any Owner, Guest or Permittee which the Association is or shall be required or entitled to collect on behalf of the levying authority, although this subsection is not considered an acknowledgment that any such tax may be levied.

While Individual Charges are not Assessments, they are secured by a lien in the same manner as Assessments, as set forth below.

1.11 The term **Lot** shall mean and refer to a separate physical part of the Property intended for independent use as shown on the Plat Map. Each Lot shall be assigned a separate "parcel" or tax identification number by the appropriate governmental agency.

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1.12 The term **Lot Number** shall mean and refer to the number, letter or combination thereof designating a particular Lot.

1.13 The term **Majority** shall mean and refer to those eligible votes or written consents of Owners totaling more than fifty (50%) percent of the total Lots. (1 lot, 1 vote? Ag lot any greater vote?)

1.14 The term **Mortgage** shall mean and refer to any mortgage, deed of trust or other security instrument (including the seller's rights under a contract for deed) by which a Lot or any part thereof or interest therein is encumbered. A *First Mortgage* is a Mortgage having priority as to all other Mortgages encumbering a Lot, or any part thereof or interest therein.

1.15 The term **Mortgagee** shall mean and refer to any person or entity named as the mortgagee, beneficiary or holder of the seller's interest (so long as a copy of the contract for deed is given to the Association) under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage. A First Mortgagee shall mean and refer to any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage. Any and all Mortgagee protections contained in the Declaration shall also protect the Developer as the holder of a First Mortgage of a Lot, or any interest therein.

1.16 The term **Office of the County Recorder** or **County Recorder** shall mean and refer to the Office of the County Recorder of Garfield County, Utah.

1.17 The term **Open Space Lot** shall refer to Lot 14 of the Deer Ranch Subdivision, which is 42.04 acres, more or less.

1.18 The term **Owner** shall mean and refer to a Person who is the owner of a fee or an undivided fee interest in a Lot, excluding a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.19 The term **Period of Developer's Control** shall mean and refer to the period of time during which there is Class B voting.

1.20 The term **Permittee** shall mean a tenant, resident occupant, visitor, guest, invitee or family member.

1.21 The term **Person** shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

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1.22 The term **Plat Map** shall mean and refer to the final Plat Map, the official map of the Deer Ranch Subdivision as approved by the City and on file in the Office of the County Recorder.

1.23 The term **Private Road** shall mean and refer to the access route shown on the Plat Map for the Property from Lower Boulder Road, across land belonging to others, known as 1600 South, and the roads on the Property as shown on the Plat Map. The Private Road is not dedicated to the City or any county, state, or other governmental body politic, entity or agency.

1.24 The term **Property** shall mean and refer to all of the land or real estate, improvements and appurtenances included in the Deer Ranch Subdivision.

1.25 The term **Repair** shall mean and refer to merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.

1.26 The term **Resident** shall mean and refer to any person living or staying at the Tract. This includes but is not limited to natural person or persons residing in the Dwelling.

1.27 The term **Residential Lot** shall mean any of Lots 1 through 13 in the Deer Ranch Subdivision. The term **Residential Lots** shall refer to any or all of Lots 1 through 13 in the Deer Ranch Subdivision.

1.28 The term **Single Family** shall mean and refer to *one* of the following: (a) a single person, (b) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, and an additional person or persons as a caretaker or as domestic help, or (c) a group of not more than three unrelated persons who maintain a common household to be distinguished from a group occupying a boarding house, club, fraternity or hotel.

1.29 The term **Single Family Residence** shall mean and refer to (a) both the architectural style of a Dwelling Unit and the nature of the residential use permitted; and (b) a single family detached residence on a Lot as shown on the Plat Map, which shall include fee title to the Lot on which the Dwelling is located

1.30 The term **Use Restrictions** shall mean and refer to the rules, regulations and use restrictions described with particularity in Article III, below as they may be modified, amended, repealed, canceled, limited, withdrawn or expanded from time to time.

II. SUBMISSION

Declaration of CC&R's of Deer Ranch Subdivision

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The Property. is the entire Deer Ranch Subdivision, also described as the W1/2NW1/4 of Section 1, Township 34 South, Range 4 East, SLB&M, Garfield County, Utah Property Tax Parcel 02-0005-0095. The Property is hereby submitted to this Declaration and shall be governed by this Declaration, and the covenants, conditions and restrictions set forth herein.

The Property is SUBJECT TO the described easements and rights of way.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property;

ALL OF THE FOREGOING IS SUBJECT TO: The Declaration; all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservation and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights of-way, encroachments, or discrepancies shown on or revealed by the Plat Maps or otherwise existing; an easement for each and every Common Area and Facilities improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such Common Area and Facilities improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

III. COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon, under and subject to the following covenants, conditions, and restrictions:

3.1. Description of Improvements. The significant improvements on the Property include or will include up to 13 single family residence Lots constructed upon approximately 2.5 acres each, and necessary improvements required to supply water and electricity to the Lots, as well as the road improvements for the private road as shown on the Plat Map. The Property may also contain other improvements of a less significant nature. The location and configuration of the improvements referred to in the foregoing sentences are depicted on the Plat Map.

3.2. Description and Legal Status of the Property. The Plat Map shows the type and location of each Lot and its Lot Number. All Lots shall be capable of being privately and independently owned, encumbered, and conveyed, and shall have separate tax identification or parcel numbers.

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3.3. Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows:

All of Lot No _____ contained within DEER RANCH SUBDIVISION, as the same is identified in the Plat Map recorded in Garfield County, Utah as Entry No. _____ in Book _____ at Page _____ of the official records of the County Recorder of Garfield County, Utah (as said Plat Map may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions, and Restrictions of Deer Ranch Subdivision, recorded in Garfield County, Utah as Entry No. _____ in Book _____ at Page _____ of the official records of the County Recorder of Garfield County, Utah (as said Declaration may have heretofore been supplemented),

Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

3.4. Nature and Restrictions on Ownership and Use of All Lots in General. All Lots in the Property are subject to the following use restrictions which shall govern both the architecture and the activities within the Property:

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

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

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

3.4.4 Signs. No signs, billboards or advertising structures or devices of any kind may be built, installed or displayed on the Property or any Lot except for a single sign with a maximum size of 2' x 2' for specific purpose of advertising the sale or rental of a Dwelling; provided, however, this restriction does not apply to and is not binding upon the Developer, who may use whatever signs it deems appropriate to market its Lots.

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

3.4.6 Easements. Easements and rights of way for the installation and maintenance of utilities, drainage systems and facilities, and irrigation are reserved, as set forth herein and in the legal descriptions of the Property. Within these easements and rights of way, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. The easement and right of way area of each Lot and all improvements within said area shall be maintained continuously by their Owners, excepting those improvements for which a public authority or utility company is expressly responsible.

3.4.7 Slope and Drainage Control. No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with established Lot ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels. The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible. It shall be the responsibility of the Owner to see that his Lot strictly conforms with the grading and drainage plan established by the Developer, City and/or Garfield County.

3.5 Nature and Restrictions on Ownership and Use of Residential Lots in General. The Residential Lots are subject to the following initial use restrictions which shall govern both the architecture and the activities within the Residential Lots:

3.5.1 Private Residence Lots. No Lot shall be used except for residential purposes (except as set forth below) and all residents shall be obligated by the following requirements: No temporary structure including trailers, tents, shacks, garages, barns or other outbuildings shall be used on any Lot at any time.

3.5.2 Animals and Pets. No pets, animals, livestock, or poultry of any kind may be commercially bred on a Residential Lot. No cows, pigs, or horses or any similar large animals may be kept on any Residential Lot. Smaller are allowed, which shall include chickens or ducks and common household pets such as dogs, cats, or birds. Animals kept on Residential Lots may not create a nuisance. The following acts may constitute a nuisance: (a) causing damage to the property of anyone other than the pet owner; (b) causing unreasonable fouling of the air by odors; (c) causing unsanitary conditions; (d) running loose throughout the Property and not in a cage or on a leash and under the control of a responsible person; (e) barking, howling, whining, or making

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other disturbing noises in an excessive, continuous or untimely fashion; (f) molesting or harassing passersby by lunging at them or chasing passing vehicles; (g) attacking or threatening to attack people or other domestic animals; (h) otherwise acting so as to bother, annoy or disturb the sensibilities of a reasonable person or interfering with the right of residents to the peaceful and quiet enjoyment of their property; or (i) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents.

3.5.3 Nuisances. No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the Neighborhood, or might interfere with the right of other residents to the quiet and peaceful enjoyment of their property..

3.5.4 Temporary Structures. No structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn or other out-building shall be used on any Residential Lot at any time as a residence, except that an owner may reside in a trailer or motor home on their own lot during construction of a single family residence, which shall not exceed two (2) years.

3.5.5 Neighborhood Noise. This Property is located by and is subject to the normal, everyday sounds, odors, and all other aspects associated with use, maintenance and operation of agricultural activities on the Open Space Lot

3.5.6 Leases. No Owner shall be permitted to lease his Residential Lot or Dwelling for short term, transient, hotel, vacation, seasonal or corporate use purposes. For purposes of this Section the term “short term” shall be considered to be any rental with an initial term of less than thirty (30) days. Daily or weekly rentals are expressly prohibited. No Owner may lease individual rooms to separate Persons or less than his entire Dwelling, including by way of illustration but not limitation letting a room to domestic help or a caretaker. Other than as stated in this Section 3.5.6, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to his Lot or Dwelling

3.6 Nature and Restrictions on Ownership and Use of Open Space Lot. The Open Space Lot, Lot 14, is subject to the following use restrictions which shall govern both the architecture and the activities within the Open Space Lot.

3.6.1 The Open Space Lot is permanently restricted from any future development as noted on the final Plat Map. No structures or improvements may be erected on the Open Space Lot, except as necessary or convenient incident to the irrigation of the Open Space Lot.

3.6.2 The Owner of the Open Space Lot shall use and maintain it, at the Owner’s expense, for agricultural and open space uses only.

Declaration of CC&R’s of Deer Ranch Subdivision

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3.7 Should any Owner fail to comply with the provisions of this Section III, the Developer, City, or an aggrieved Owner shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof or to recover damages, or both, and shall also have the authority but not the obligation to take acts as necessary to bring any Lot into compliance with this Declaration, without being guilty of a trespass, and require the offending Owner to pay the cost of labor and materials. The costs and expenses incurred, including a reasonable attorneys fee, whether or not a lawsuit is filed, shall be considered the personal obligation of the Owner and shall constitute a lien on the interest of the Owner in such property, enforceable at law or equity, until payment is made.

3.8 Liability of Owners and Residents For Damages. Each Owner or Permittee shall be liable to the Association, or other Owners for damages to person or property in the Tract caused by his intentional misconduct, recklessness, carelessness or negligence.

3.9. View Impairment. The Developer makes no representation that the view from any Lot or Building will be preserved without impairment. The Developer shall have no obligation to prune or thin trees or other landscaping except as set forth herein. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

3.10. The Maintenance Responsibility of the Owners. Each Owner shall maintain, replace, and keep his Lot and any property he privately owns in a state of good condition and repair.

3.11. Standard of Care - Generally. The Property shall be maintained in a usable, clean, functional, safe, healthy, sanitary, attractive, and good condition, consistent with Community-Wide Standards. If a dispute arises between a Owner or resident and the Management Committee as to the condition of a Lot, the decision of the Management Committee shall be final, binding and conclusive.

3.11. Private Road Maintenance Expenses. Access to each Lot in the Deer Ranch Subdivision is via a private road, as reflected on the Plat Map. Each Lot Owner shall pay a share of the expenses for maintenance and repair of the private road, as follows:

3.11.1 Expenses related to 1600 South. Each Lot Owner shall comply with and pay any amount due for maintenance, repair or improvement expenses related to the portion of the Private Road which is not part of the Property, as provided in the Right of Way and Easement Agreement recorded the ____ day of _____, 2022 as Entry # _____ in Book _____ at Page _____ of the records of Garfield County.

3.11.2 Expenses related to the Private Road on the Property. Road maintenance for the portion of the Private Road located on the Property will be undertaken and made whenever

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necessary to maintain the Private Road in good operating condition at all times and to insure the provision of safe access by emergency vehicles.

3.11.2.1 Maintenance by a Lot Owner. The owner of any Lot subject to this Declaration may undertake and pay for such maintenance after giving the owners of the other Lots no less than ten (10) days prior notice, unless such work is deemed an emergency. The cost of such maintenance and repairs shall be borne by the party performing such maintenance and repairs unless the owners of a majority of the Lots agree in writing in advance to the maintenance and repairs to be performed and to equally split such expenses as a Common Expense. Each party shall pay their respective share of all such expenses incurred within 30 days of written request for payment accompanied by copies of receipts for costs incurred. The obligation to make such payment shall constitute a lien on each lot until the amount due from the Lot Owner is paid.

3.11.2.2 Construction-related Road Damage. Any damage resulting from construction on any Lot will be repaired at the cost of the Lot owner doing the construction. If only part of the damage resulted from construction activities, then the cost will be pro-rated with appropriate payment by the different Lot owners.

3.12 Common Expenses. Each Owner by virtue of his acceptance of a deed or other document of conveyance to a Lot covenants to and shall pay his share of the Common Expenses, and Assessments, including Individual Charges.

3.13 Collection of Assessments. If any Owner fails or refuses to make any payment of any Assessment or his portion of the Common Expenses when due, that amount shall constitute a lien on the interest of the Owner in the Property, and upon the recording of notice of lien it is a lien upon the Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances. No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including by abandonment of his Lot. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of any other Lot Owner to take some action or perform some function required to be taken or performed by them hereunder, or for inconvenience or discomfort arising from the making of repairs or improvements which are their responsibility, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner. The lien for nonpayment of Assessments may be enforced by sale or foreclosure.

IV. ADDITIONAL TERMS

4.1 Amendment.

4.1.1 General. Except as provided elsewhere in this Declaration, including by way of illustration but not limitation to sections pertaining to the annexation or withdrawal of land, any amendment to this Declaration shall require the affirmative written vote or consent of at least sixty-seven percent (67%) of the Lot Owners cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation in the Office of the County Recorder of an instrument executed by at least the requisite percentage of the Lot Owners.

4.1.2 Initial Developer Right to Amend. The Developer alone may amend or terminate this Declaration prior to the closing of a sale of the first Lot.

4.1.3 Unilateral Right to Amend Under Certain Conditions. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Developer if such Amendment is (i) necessary to correct typographical errors or inadvertent omissions; (ii) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (iii) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots or Memberships subject to this Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Lot unless any such Owner shall consent thereto in writing.

4.1.4 To Satisfy Requirements of Mortgagees. Anything to the contrary notwithstanding, Developer reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of Lots, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot, or any portions thereof. Any such amendment shall be effected by the recordation by Developer of a written Amendment duly signed by the Developer, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the change, modification or amendment requested by such agency or institution. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Lots and all persons having an interest therein. It is the desire of

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Developer to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of hereof deletes, diminishes or alters such control in any manner whatsoever in the opinion of Developer, Developer shall have the unilateral right to amend this Declaration to restore such control.

4.1.5 Consent of Eligible Mortgagee. The consent of Eligible Mortgagees holding at least sixty seven percent (67%) of the undivided ownership interest of the Owners in the Tract in the Common Area and Facilities and shall be required to any amendment which would terminate the legal status of the Tract; and the consent of Eligible Mortgagees holding at least fifty-one (51%) percent of the undivided ownership interest of the Owners in the Tract in the Common Area and Facilities shall be required to add to or amend any material provision of this Declaration or the Plat Map which establishes, provides for, governs, or regulates any of the following, which are considered as "material":

4.1.5.1 responsibility for maintenance and repairs;

4.1.5.2 reallocation of interests in the Common Area and Facilities, or rights to their use;

4.1.5.3 redefinition of any Lot boundaries;

4.1.5.4 expansion or contraction of the Tract, or the addition, annexation, or withdrawal of property to or from the Tract;

4.1.5.5 imposition of any restrictions on the leasing of Lots;

4.1.5.6 imposition of any restrictions on an Owner's right to sell or transfer his Lot;

4.1.5.7 any provisions that expressly benefit mortgage holders, insurers or guarantors; and

4.1.5.8 any provisions required by Utah State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA, any other federal, state or local governmental agency or a federally chartered lending institution, which in all respects shall govern and control.

4.1.6 Material Amendment. Any addition or amendment shall not be considered material for purposes of this Section if it is for the clarification only or to correct a clerical error.

4.1.7 Notice to Eligible Mortgagee. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this

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Declaration or the Plat Map is required shall be mailed postage prepaid to the address for such Mortgagee shown on the most recently recorded document with respect to the Lot in which the Eligible Mortgagee has a lien. Any Eligible Mortgagee who does not deliver a negative response to the notice of the proposed amendment to the party sending such notice within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal.

4.2. Developer's Sales Program. Anything to the contrary notwithstanding, for so long as Developer continues to own any of the Lots, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Developer from any obligations of an Owner to pay Assessments, except as herein otherwise provided, as to each Lot owned by Developer in accordance with the Declaration. Until the Developer has sold all of its Property in the Tract, neither the Owners, the Association nor the Committee shall interfere with the completion of improvements and sale of all remaining Lots, and Developer shall have the following rights in furtherance of any sales, promotions or other activities designed to accomplish or facilitate the sale of all Lots owned by Developer:

4.2.1 Sales Office and Model Dwellings. Developer shall have the right to maintain one (1) or more sales offices and one (1) or more model Dwellings at any one time. Such office and/or models may be one or more of the Lots owned by the Developer, one or more separate structures or facilities placed on the Property for the purpose of aiding Developer's sales effort, or any combination of the foregoing;

4.2.2 Promotional. Developer shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Property.

4.2.3 Relocation and Removal. Developer shall have the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Until 120 days after the date of closing of Developer's last Residential Lot in the Tract, Developer shall have the right to remove from the Tract any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Developer's sales effort.

4.3. Developer's Rights Assignable. All of the rights of Developer under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all Lots or Buildings in the Tract title to which is vested in Developer shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protections and controls which are accorded to Developer (in its capacity as Developer) herein.

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4.4. Combination of Lots. An Owner of two or more adjoining Lots shall have the right upon approval of the Management Committee, City, and the mortgagees of said Lots, to combine one or more adjoining Lots or portions thereof and to alter or amend the declaration and Plat Map to reflect such combination.

4.4.1 Such amendments may be accomplished by the Owner recording an amendment or amendments to this declaration, together with an amended Plat Map containing the same information with respect to the altered Lots as required in the initial declaration and Plat Map with respect to the initial Lots. All costs and expenses required in such amendments shall be borne by the Owner desiring such combination.

4.4.2 All such amendments to the Declaration and Plat Map must be approved by City to insure the continuing legality of the Declaration and the Map. The cost of such review and approval shall be borne by the person wishing to combine the Lots.

4.4.3 Any amendments of the Declaration or Plat Map pursuant to this Section shall reflect the changes occasioned by the alteration. Such changes shall include a change in the percentage of undivided interest in the Common Area and facilities which are appurtenant to the Lots involved in the alterations. The percentage of undivided interest in the Common Area and Facilities and facilities appurtenant to all other Lots shall not be changed. All such amendments must, in all instances, be consented to by the management committee and also all other persons holding interest in the Lots affected. The consent of other Owners need not be obtained to make such amendments or alterations valid, providing the percentages of undivided interest in the Common Area and Facilities of the other Owners remain unchanged.

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

4.6. Severance. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. If any covenant, condition, restriction, part, term or provision of this Declaration is deemed to be inconsistent, incongruent or in conflict with (the "Inconsistent Provision") any PUD, approval guidelines of government agencies lending, insuring or guarantying residential loans, or any part thereof (the "Required Provision"), then (a) the rights and obligations of the parties shall be construed and enforced as if the Declaration did not contain such Inconsistent Provision, and (b) the Required Provision shall be and is hereby incorporated herein by this reference, anything to the contrary notwithstanding.

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

4.8. Enforcement and Right to Recover Attorneys Fees.

4.8.1 General Remedies. Should an aggrieved Owner be required to take action to enforce the Project Documents, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all costs and expenses, including a reasonable attorneys fee, which may arise or accrue

4.9. Term. This Declaration shall continue for a term of fifty (50) years from its date of recordation. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years until a vote of greater than fifty percent (50%) of the Lot Owners determines that this Declaration shall terminate.

52. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat Map shall take effect upon its being filed for record in the Office of the County Recorder.

DRAFT August 25, 2022

EXECUTED the ____ day of _____, 2022.

SUGARLOAF VALLEY FARMS, LLC
By BALANCING ROCK, LLC
Its Managing Member

Date

By _____
Shawn Owen, Managing Member of Balancing Rock,
LLC

STATE OF _____)
: ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me Shawn Owen, who being by me duly sworn, declared that he is the Managing Member of Balancing Rock, LLC, which is the Managing Member of Sugarloaf Valley Farms, LLC, and that Balancing Rock, LLC signed the foregoing Right-of-Way and Easement Agreement on behalf of Sugarloaf Valley Farms, LLC.

NOTARY PUBLIC