

(435) 335-7300

APPLICATION FOR SUBDIVISIONS											
	APPLICANT INFORMATION										
Date: October 27, 2022											
Name: Dylan Rose Geerlings & Elena Hug	phes										
Address: POB 1432											
City: Boulder	State: Utah	Zip: 84716									
Phone: 908-334-0065	Fax:										
Cell Phone: 530-588-3129											
Email: dylanrosegeerlings@gmail.com; e	hughes614@gmail.com										
Contact Person:											
<b>PRELIMINARY SUBDIVISION APPLICATION</b> Fee Amount: \$											
Proposed Number of Lots: two in tot	al, an increase of one										
Location/Address of Proposed Appli	cation: S 2150 Meadowlark Lane previou	isly Goldman Circle									
Current Zoning District: GMU - green	nbelt multi use										
Proposed Total of Area for Subdivisi	on (in acres): 10.03 acres in total - two	lots of 5.015 acres each									
Name of Property Owners: Dylan	Rose Geerlings										
Elen	a Hughes										
Signature of Applicant(s):	Signature of Applicant(s):										
	Boulder Town Office Use Only										
Date Received:	Date Determined Complete:	Fees Paid:									

#### PROPERTY OWNER AFFIDAVIT

#### STATE OF UTAH } }ss COUNTY OF GARFIELD}

I (we), **Dytan Rose Geerings and Elena Hughes**, 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.

0	7 June 1	2 gues
	Dra	(Property Owner)
	0	(Property Owner)
Subscribed and sworn to me this day of	October , 20 22 .	JUDITH DAVIS
		NOTARY PUBLIC - STATE OF UTAH
_	Judit Davis	COMMISSION# 707477 CONNERTP. 07-29-2023
My commission expires: 07-29-2023		(avolaty)

#### 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.

My commission expires:

(Notary)

2

# Preliminary Subdivision Application Requirements and Review Procedures

- □ 1. <u>Application Form</u>. 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. <u>Preliminary Subdivision Plat</u>. 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. <u>Required Subdivision Site Information</u>. 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.

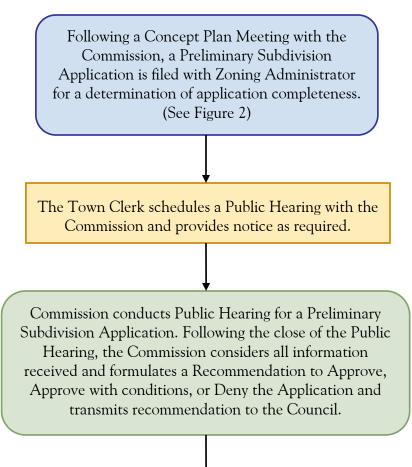
- d. The location and dimensions of all existing buildings, fence lines and property lines, overlaid with the proposed subdivision layout plan.
- e. The layout of proposed power lines including the source and connection to the existing power supply.
- f. All existing and proposed roadway locations and 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. <u>Proposed Storm Drainage System</u>. The location of all existing and proposed fire hydrants, including the sizes of all existing and proposed water lines serving fire hydrants.
- □ 5. <u>Title Report</u>. 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. <u>Tax Clearance</u>. A tax clearance from the Garfield County Treasurer indicating that all taxes, interest, and penalties owing for the subject property have been paid.
- □ 7. <u>Property Owner Addresses</u>. 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. <u>Special Service District or Special Service Area</u>. 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. <u>Irrigation Company</u>. 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. <u>Additional Information and Materials when Necessary</u>. 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

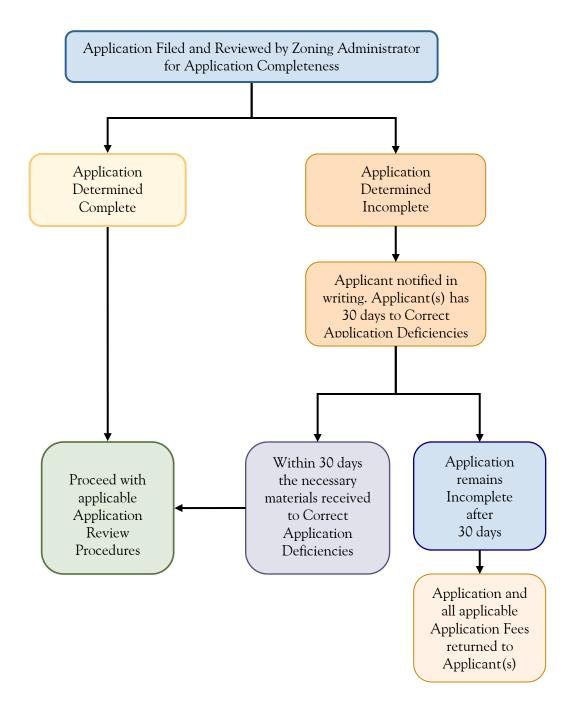
## PRELIMINARY SUBDIVISION APPLICATION REVIEW PROCEDURES

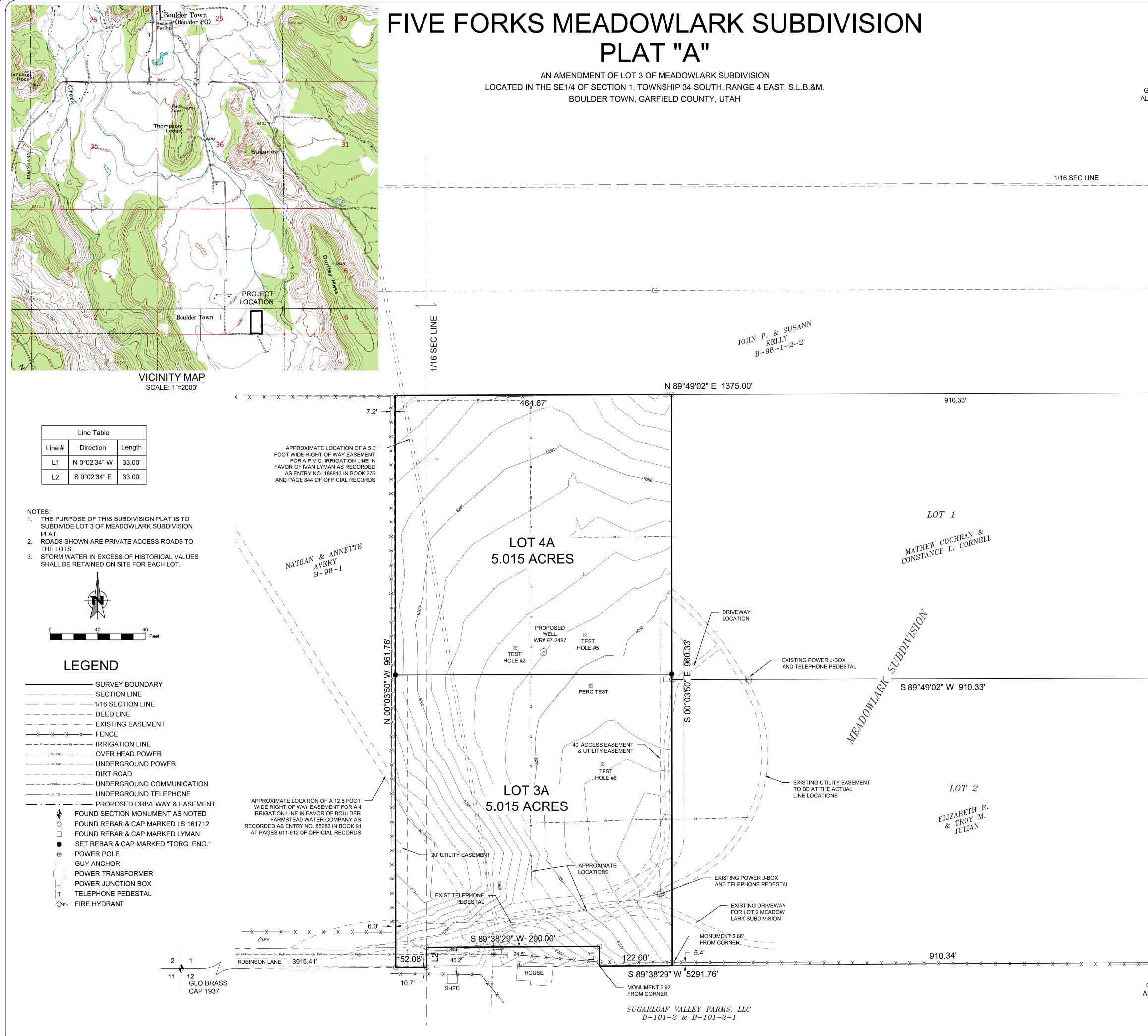


Council considers Commission Recommendation and Preliminary Subdivision Application. The Council shall Approve, Approve with conditions, or Deny the Preliminary Subdivision Application.

# FIGURE 2

# DETERMINATION OF APPLICATION COMPLETENESS PROCEDURES





		<b>BOUNDARY DESCRIPTION</b> LOT 3, MEADOWLARK SUBDIVISION RECORDED AS ENTRY #283455 ON SEPTEMBER 07, 2022 IN GARFIELD COUNTY RECORDERS OFFICE.	
- 1- GARFIELD COUNTY LUMINUM CAP 2011 ESP BANG BANG BANG BANG BANG BANG BANG BANG	B B B	I, RODNEY K. TORGERSEN, CERTIFY THAT I AM A LICENSED LAND SURVEYOR, LICENSE NUMBER 161712, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER I HAVE DIRECTED A SURVEY OF THE REAL PROPERTY SHOWN ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS AND PLACED MONUMENTS AS REPRESENTED ON THIS PLAT.	
1662.71'	SECTION LINE	OWNER'S DEDICATION         KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS PLAT, HAVE CAUSED THE MEADOWLARK SUBDIVISION PLAT "A" TO BE AMENDED AND TO BE SUBDIVIDED INTO LOTS AND EASEMENTS AS SHOWN AND DO HEREBY DEDICATE THE EASEMENTS AS PUBLIC UTILITY EASEMENTS.         IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS         DAY OF, A.D. 20	
		DYLAN R. GEERLING       ELENA HUGHES         STATE OF	
479.31'	0" E 2620.25' (BASIS OF BEARINGS)	APPROVED THISDAY OF, A.D. 20 BY THE BOULDER TOWN PLANNING COMMISSION. CHAIR, PLANNING COMMISSION ACCEPTANCE BY LEGISLATIVE BODDY APPROVED THISDAY OF, A.D. 20 BY THE TOWN COUNCIL OF BOULDER, UTAH. MAYOR TOWN OF BOULDER ATTESTCLERK-RECORDER	
478.23'	S 00°03'50"	APPROVED THIS DAY OF, A.D. 20   BY THE ATTORNEY OF THE TOWN OF BOULDER, UTAH.   ATTORNEY TOWN OF BOULDER   DYLAN ROSE GEERLINGS   P.O. BOX 1432   BOULDER, UT 84716   BOULDER, UT 84716	
1 	6 7 7	TORGERSE       ENGINEERING         265 NORTH 600 EAST       OFFICE (435) 893-0081         WWW.TORGENG.COM       Date: 10/12/2022         2313       DRAWN BY: RJB       DATE: 10/12/2022         CHECKED BY: RKT       DATE: 10/12/2022         DESTINATION       DATE: 10/12/2022         CHECKED BY: RKT       DATE: 10/12/2022         DESTINATION       DATE: 10/12/2022         CHECKED BY: RKT       DATE: 10/12/2022         DESTINATION       DATE: 10/12/2022         CHECKED BY: RKT       DATE: 10/12/2022         DESTINATION       DATE: 10/12/2022         CHECKED BY: RKT       DATE: 10/12/2022         DESTINATION       DATE: 10/12/2022	2022



**Rodney Torgersen** 

Preliminary Plat

To: Dylan Rose Geerlings



Siri Found a Phone Number Rodney Torgersen (435) 893-0081

Dylan, I gave the drafter some redlines for the drawing, and he should have it done sometime this morning. He was gone part of the week. On the Required Subdivision Site information, We included it on the Preliminary Plat rather than making a separate drawing. Item 3a: there are no jurisdictional wetlands, water bodies or drainage ways.

Item 3b: on the Preliminary Plat

Item 3c: these are added, there are no irrigation ditches, but we show the irrigation lines and easements. Item 3d: The only buildings near the property line are shown on the Sugarloaf property to the south.

Item 3e: We show the location of the test hole locations and perc test. The drain fields will need to be installed in this area. You should be aware that the well as shown on the plat from the approved water right may need to be moved. When drilled, it will need to be at least 100 feet from the wastewater systems.

Item 4: We added a note to the Preliminary Plat that storm water in excess of historical values shall be retained on site. Items 5 through 8c, and 9 & 10 are anticipated to be taken care of by you.

I will get you the Plat as soon as finished.

Rodney Torgersen, PE, PLS 435-893-0081 (office) 435-893-1855 (cell)

10:46 AM





### **COMMITMENT FOR TITLE INSURANCE**

#### NOTICE

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

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

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

#### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, <u>Old Republic National Title Insurance Company</u>, a(n) 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 \_\_\_\_\_\_ after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### **COMMITMENT CONDITIONS**

#### 1. **DEFINITIONS**

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

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

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- (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[; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

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

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

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

#### 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

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#### Transaction Identification Data for reference only:

Issuing Agent:Security Title Company of Garfield CountyIssuing Office:15 N. Main Street, Panguitch, UT 84759Issuing Office's ALTA® Registry ID:0002906Commitment No.:22-31032-1Issuing Office File No.:22-31032Property Address:2150 South Goldman Circle, Boulder, UT 84716

#### SCHEDULE A

- 1. Commitment Date: October 24, 2022 at 08:00 AM
- 2. Policy to be issued:
  - A. ALTA Owners Policy (06/17/06) Proposed Insured:

\$0.00 Premium: \$0.00

- 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:

Dylan Rose Geerlings and Elena Hughes, as joint tenants

5. The Land is referred to in the Commitment is situated in the State of Utah, County of Garfield and is described as follows:

All of Lot 3, Meadowlark Subdivision, Plat "A", according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

Date: Security Title Company

Travis V. Hatch, Title Officer

#### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

Monroe Name Twold President Secretary

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#### 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.

Warranty Deed from Dylan Rose Geerlings and Elena Hughes, as joint tenants to .

- 5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- 6. This Company will require the following, if necessary, to insure a loan by or conveyance from, the entity names herein: a copy of the partnership agreement, Articles of Organization, Operating Agreement and Corporation Resolution, together with all supplements or amendments thereto. Evidence that the entity is in good standing in the State where it was formed. A copy of the trust agreement and any amendments thereto.
- 7. Release(s) or reconveyance(s) of Item(s) No. NONE
- 8. NOTE: In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$200.00.

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22-31032

#### SCHEDULE B, PART II Exceptions

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

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

- 1. Any 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.
- 2. Taxes or Assessments: The Lien of Real Estate Taxes or assessments imposed on the title by a governmental authority that are not shown as existing Liens in the Records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
- 3. Parties in Possession: Any Facts, Rights, Interests or Claims that are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
- 4. Easements: Easements, Claims of Easements or Encumbrances that are not shown in the Public Records.
- 5. Survey Matters: Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title including discrepancies, conflicts in boundary line, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the Public Records.
- 6. Patent and Water Rights: (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights including, but not limited to easements or equitable servitudes; (d) water rights, claims to water or title to water, or water rights, whether or not the matter excepted in (a), (b), (c) or (d) are shown by the public records.
- 7. Mechanic Liens: Any lien, or right of lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 8. Minerals: Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials whether or not shown by the public record.

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

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AMERICAN

- 9. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
- 10. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
- Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said 11. property.

#### Exceptions 1-8 will not appear on an Extended policy and exceptions 1-11 will not appear in any Extended Loan Policy to be issued hereunder.

- 12. Taxes for the year 2022 now due and payable, but will not become delinguent until November 30th; Serial No.Parcel 02-0025-0003.
- 13. Easement and Restrictions as set forth on the recorded subdivision.

NOTE: The names of ,Dylan Rose Geerlings and Elena Hughes have been checked for judgments and if any were found would appear as Exceptions to title under Section B, Section 2, herein. (No other variations of the names above have been checked.)

Chain of Title: According to official records, there have been no document conveying the subject property within a 24 months prior to the date of this commitment, except as Follows: wd, Christopher S. Hart and Diane Mills Hart to Dylan Rose Geerlings and Elena Hughes as joint tenants, Recorded 8-18-21, Entry No. 280944, Bk 552, Pg 69

Endorsements 8.1,9, 22 will be \$60.00

In the event the transaction for which this commitment was ordered "cancels", please refer to paragraph b under Section B, Section 1 for required cancellation fee.

NOTE: The Policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations section. The following in included for the information of the proposed insured:

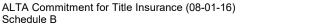
NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitral matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

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

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Schedule B

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AMERICAN LAND TITLE

# GARFIELD COUNTY CORPORATION Tax Roll Master Record

9:18:39AM

		02-0025-0003	Serial #:0	GS-3		Entry: 280944					
	c/o Name:	GEERLINGS DYLA HUGHES ELENA PO BOX 1432		84716-0000	h	Property GOLDMAN BOULDER Acres: 1	N CIRCLE S 2	150 84716-000	00		
	Mortgage Co:	Active	Year:	2022				STRICT	0.007968		
l						_			0.007300		
	Owner	S		Intere	est	Entry	Date of Filing	Comment			
-	EERLINGS DYLAN JGHES ELENA	ROSE				280944 280944	08/18/2021 08/18/2021	(0552/0069) (0552/0069)			

			2022 Values & Taxes					2	021	1 Values &		a Taxes	
Property Information			Units/Acres	Market	Taxable		Taxes	Ма	rket	Taxable		Taxes	
LG0	1 LAND GREENBELT		10.00	244,000	1,770	)	14.1	D 11	7,480		1,733	13.88	
	Totals:		10.00	244,000	1,770	)	14.1	0 11	7,480		1,733	13.88	
Gre	enbelt Class Code & Name	e Zone	Code & Name		Acres	Pric	e/Acre	Market	Тах	able	Status	Changed	
IT3	IRRAGATED III	0001 GARFI	ELD COUNTY		10.00	24	4,400	244,000	1	,770	Active	01/11/2022	
			Greenbelt Tota	als	10.00			244,000	1	,770			
	**** ATTEN		***	2	022 Taxes:		14.	10	202	1 Tax	kes:	13.88	
Tax Rates for 2022 have been set and approved. All levied taxes an values shown on this printout for the year 2022 should be correct.			becial Fees: Penalty: batements:	(	0.	00 00 00)			v Date /2019				
				Ą	Payments: mount Due:	(		<u>00)</u> .10	NO B	ACK	TAXES!		

Back Tax Summary										
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due			
2020	0.00	0.00	0.00	0.00	7.00%	14.78	0.00			
2019	0.00	0.00	0.00	0.00	7.75%	15.98	0.00			
2017	0.00	0.00	0.00	0.00	7.25%	13.81	0.00			
2012	0.00	0.00	0.00	0.00	7.00%	14.79	0.00			
2011	0.00	0.00	0.00	0.00	7.00%	15.75	0.00			
2010	0.00	0.00	0.00	0.00	7.00%	16.47	0.00			
2009	0.00	0.00	0.00	0.00	6.25%	17.99	0.00			
Totals:	0.00	0.00	0.00	0.00		109.57	0.00			

#### NO BACK TAXES

#### GARFIELD COUNTY TREASURER / DEPUTY

signature

October 25, 2022

# 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** 

ALL OF LOT 3 GOLDMAN SUBDIVISION CONT 10.00 AC M/L

ctober 25, 2022		Tax Roll M	aster Record	9:18:39AM
	02-0025-0003 GEERLINGS DYL	Serial #:GS-3 AN ROSE	Entry: 280	0944
c/o Name:	HUGHES ELENA		Property Address	
Address 1:	PO BOX 1432		GOLDMAN CIRCLE S 215	0
Address 2:			BOULDER	84716-0000
City State Zip: Mortgage Co:	BOULDER	UT 84716-0000	Acres: 10.00	
Status:	Active	Year: 2022	District: 002 BOULDER DIST	RICT 0.007968

GARFIELD COUNTY CORPORATION

History

4/25/13 - CHANGEC ADDRESS FROM 2050 SOUTH TO 2150 SOUTH GOLDMAN CIRCLE.

# Property Owner Addresses:

John and Susan Kelly 10 Spooner Street North Easton, MA 02356

Constance Lynn and Matt Cochran PO Box 1466 Boulder, UT 84716

Elizabeth and Troy Julian PO Box 1509 Boulder, UT 84716

Annette Avery 728 N. Bertrand St. Flagstaff, AZ 86001

Shawn Owen 3343 W 20th Ave Denver, CO 80211



#### P.O. Box 159 · Hanksville, UT · 84734 Office/Fax 435-542-3411 · Cell 307-231-3780 allwellsdrilling@gmail.com

September 9, 2022

-

To Whom It May Concern,

Dylan Rose Geerlings and Elena Hughes are on the list to have a well dug by our company on their Meadowlark Subdivision in Boulder, Utah. We will drill a well that provides water to both lots of the subdivision and will make sure the well will be at least 100' from any septic system and at least 100' from all lot lines.

Regards) isa J. Wells Office Manager



**State of Utah** DEPARTMENT OF NATURAL RESOURCES Division of Water Rights

JOEL FERRY Executive Director TERESA WILHELMSEN State Engineer/Division Director

August 9, 2022

Dylan Rose Geerlings POB 1432 Boulder, UT 84716

**Dear Applicant:** 

# RE: PROVISIONAL ("RUSH") WELL REQUEST WATER RIGHT 97-2497(A83433)

Reference is made to your request to expedite drilling of a well before the underlying application has been approved by the State Engineer. This well is located at:

# North 521 feet, West 1127 feet from the SE Cor, Sec 1, Town 34S , Range 4E, SLB&M.

Permission is **HEREBY GRANTED** to proceed with the drilling of this well. While this letter grants you permission to proceed with the construction of the well, **IT DOES NOT GRANT ANY APPROVAL TO DIVERT OR USE WATER FROM THE WELL.** 

Following completion and testing, the well casing must be sealed with a tamper-resistant, water-tight cap or permanently abandoned by licensed driller before the drill rig is removed from the site. No water may be diverted from the provisional well and applied to beneficial use under this permission to drill, and <u>no</u> **assurances are given that the subject application will be approved.** You may proceed with the drilling, but all risks associated with drilling under this authority are borne by the applicant. Please note that this permission to drill expires on **February 9, 2023.** 

Enclosed are two self-addressed postage-paid 'cards.' One page is the Driller (Start) card which you MUST give to the licensed driller with whom you contract to drill the well. The well driller must have a current Utah Water Well Driller license, and the well must be constructed in accordance with the State of Utah Administrative Rules for Water Wells. The driller may not commence construction of the well until you provide the Driller (Start) Card which the driller must submit to our office.

The other page is the Applicant Card which is YOUR RESPONSIBILITY to sign and return <u>immediately upon</u> <u>completion of drilling</u>. DO NOT GIVE THE APPLICANT CARD TO THE DRILLER. <u>Your submission of</u> <u>the Applicant Card is your certification that the drilling is complete and the well site is secured</u>.

You are advised to review this letter with the driller prior to commencing construction to assure that all restrictions and conditions are understood.

Sincerely,

Nathan Moses, P.E., Regional Engineer - Cedar City NM:kb



State of Utah DEPARTMENT OF NATURAL RESOURCES Division of Water Rights JOEL FERRY TERESA WILHELMSEN

JOEL FERRY Executive Director TERESA WILHELMSEN State Engineer/Division Director

# ORDER OF THE STATE ENGINEER For Application to Appropriate Water Number 97-2497 (A83433)

Application to Appropriate Water Number 97-2497 (A83433) in the names of Dylan Rose Geerlings and Elena Hughes was filed on July 27, 2022, to appropriate 1.7 acre-feet of water from the following point(s):

 Well - North 521 ft West 1127 ft from the SE Corner of Section 1, T34S, R4E, SLB&M (6-inch well, 100-500 feet deep)

The water is to be used for the following purpose(s):

<u>Irrigation</u> - Sole Supply: 0.2 acre, Group Total: 0.2 acre, from April 1 to October 31 <u>Domestic</u> - Sole Supply: 2.0 equivalent domestic units, Group Total: 2.0 equivalent domestic units, from January 1 to December 31

The water is to be used in all or portion(s) of:

Section 1, T34S, R4E, SLB&M

Notice of the application was published in <u>The Wayne and Garfield County Insider</u> on August 18 and 25, 2022. No protests were received.

It is the opinion of the State Engineer that there is unappropriated water that can be developed under this application and that this application can be approved without impairing existing water rights.

It is, therefore, **ORDERED** and Application to Appropriate Water Number 97-2497 (A83433) is hereby **APPROVED** subject to prior rights and with the following condition(s):

- The applicants shall construct or install and maintain controlling works and a measuring device as required by Section 73-5-4 of Utah Code.
- (2) This application is also approved according to the conditions of the current appropriation policy guidelines for the Colorado River Drainage, adopted March 7, 1990.
- (3) This application must be totally developed and placed to beneficial use on or before the noted proof due date. Extensions of time will only be considered under unusual circumstances.

1594 West North Temple, Suite 220, PO Box 146300, Salt Lake City, UT 84114-6300 telephone (801) 538-7240 - facsimile (801) 538-7467 - www.waterrights.utah.gov ORDER OF THE STATE ENGINEER Application to Appropriate Water Number 97-2497 (A83433) Page 2

The applicants are strongly cautioned that other permits may be required before any development of this application can begin and it is the responsibility of the applicants to determine the applicability of and acquisition of such permits. Once all other permits have been acquired, this is your authority to develop the water under the above referenced application which under Sections 73-3-10 and 73-3-12, Utah Code Annotated, 1953, as amended, must be diligently prosecuted to completion. The water must be put to beneficial use and proof must be filed on or before September 30, 2027, or a request for extension of time must be acceptably filed; otherwise, the application will be lapsed. This approval is limited to the rights to divert and beneficially use water and does not grant any rights of access to, or use of land or facilities not owned by the applicants.

As noted, this approval is granted subject to prior rights. The applicants are shall be liable to mitigate or provide compensation for any impairment of or interference with prior rights as such may be stipulated among parties or decreed by a court of competent jurisdiction.

Proof of beneficial use is evidence to the State Engineer that the water has been fully placed to its intended beneficial use. By law, it must be prepared by a registered engineer or land surveyor, who will certify to the location, uses and extent of your water right.

Upon the submission of proof as required by Section 73-3-16, Utah Code, for this application, the applicants must identify every source of water used under this application and the amount of water used from that source. The proof must also show the capacity of the sources of supply and demonstrate that each source can provide the water claimed to be diverted under this right as well as all other water rights which may be approved to be diverted from those sources.

Failure on your part to comply with the requirements of the applicable statutes may result in the lapsing of this application to appropriate.

It is the applicant's responsibility to maintain a current address with this office and to update ownership of their water right. Please notify this office immediately of any change of address or for assistance in updating ownership. Additionally, if ownership of this water right or the property with which it is associated changes, the records of the Division of Water Rights should be updated. For assistance in updating title to the water right please contact the Division at the phone number below.

Your contact with this office, should you need it, is with the Southwestern Regional Office in Cedar City. The telephone number is (435) 586-4231.

ORDER OF THE STATE ENGINEER Application to Appropriate Water Number 97-2497 (A83433) Page 3

This Order is subject to the provisions of Administrative Rule R655-6-17 of the Division of Water Rights and to Sections 63G-4-302, 63G-4-402, and 73-3-14 of the Utah Code which provide for filing either a Request for Reconsideration with the State Engineer or for judicial review with the appropriate District Court. A Request for Reconsideration must be filed in writing with the State Engineer within 20 days of the date of this Order. The written request shall be filed in-person, by mail, or electronically. If the request is filed electronically it shall be submitted to: waterrights@utah.gov, which is the authorized general email for the Division. However, a Request for Reconsideration is not a prerequisite to filing for judicial review. A petition for judicial review must be filed within 30 days after the date of this Order or, if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Dated this 26th day of September, 2022.

Joursa Willulmsen

Teresa Wilhelmsen, P.E., State Engineer

Mailed a copy of the foregoing Order this 26th day of September, 2022 to:

Dylan Rose Geerlings POB 1432 Boulder, UT 84716

Elena Hughes POB 1532 Boulder, UT 84716

BY: /s/Doralee Cannon

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

September 20, 2022

Dylan Rose Geerlings and Elena Hughes

2150 Goldman Circle

Boulder, UT 84716

RE: Onsite Wastewater and Drinking Water Feasibility, Five Forks Meadowlark Subdivision, 02-0025-0003, Garfield, 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 FACILITES

Septic tanks and subsurface absorption systems are the proposed method of onsite wastewater treatment and disposal for the 2 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 <u>feasible</u>. 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 wastewater systems are to be built in locations where there is at least 5ft of soil or sand prior to bedrock. The areas with 6ft are preferable. All wastewater systems should use a leach field consisting of chambers (Type A or B) in order to maximize the distance to bedrock. If the two lots intend to share a well, then adequate domestic water rights shall be obtained by both and shall have a notarized shared well agreement between the two.

#### **DRINKING WATER SUPPLY**

Drinking water for this development is to be provided by the Boulder Farmstead Water Companyor by private well. 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 9/20/2022 BY MRA



# Soil Log/Percolation Test Record Sheet

	Name: Cathy Ba	aley 1	Goldm	an	500.	lot-3	)	
Westing for Hallby Commont	50 ·	21	lower	Boul		2.0.	Bould	er Ut
terct	Hole #5			% Rock	in Soil		rticle Dist	
Soil Layer Depth	Soil Texture	Soil	USCS Group			(Sand + 3	ilt + Clay :	= %100)
Intervals	(i.e. Single Grain, Granular, Blocky, Platy, Prismatic, Massive)	Structure	Symbol	Cobbles	Gravel	Sand	Silt	Clay
Surface to		Single						
6	Sand	Grain	٩, ٧	0	0	90%	10%	0
to								
to								
to								
to								
to								

Soil Percolation Test #	Total Depth of Hole (ft.)	Period of Time Hole Presoaked	Period of Time Soil Allowed to Swell	Initial Depth of Water	Beginning Time	Final Depth of Water	Ending Time	Distance Water Dropped	Elapsed Time	Perc. Rate in Min/in
1	24"	Zhis	24 hrs	12"	9:06	614	9:16	53/4	10	10/53
				12"	9:18	6/2	9.28	5 /2	10	10/5/2
				12"	9:30	63/4	9:40	514	10	10/5 /4
				12"	9:42	7	9:52	5	10	1015
				12"	9:55	7	10.55	S	10	10/5

Final Stabilized Percolation Rate  $\frac{10}{5}$  Minutes per Inch

1. Maximum Seasonal Ground Water Elevation: <u>Non</u>

2. Distance from Wells Within 1500' of System: <u>None</u>

**Note:** Soil exploration must extend to a **MINIMUM** depth of **10'** and for deep systems **AT LEAST 4'** below the bottom of proposed trench.

I, <u>Jony</u> <u>JackSon</u> certify the above information to be an actual description of the Physical Site Characteristics of the proposed subsurface wastewater disposal system.

Signature: Iam

(Certified Soil Tester)

Date: 6 - 3-2021

Goldman Sub lot 3 Bedrock at 4' Test Hole #1 0-4' sand 0 - 4' 6" Sand Bedroch at 4'6" Test Hole #2 Bedrock at 2' Hole #3 0-2' Sand Test Bedrock at 2' Hole #4 Test 0-2' Sand Bedrock at 6' 0-6 Hole #5 Test Sand Bedrock at 5' 0-5 Test Hole #6 Sand 2' 0-2' Sand Bedrock at Test Hole #7 122



boulderirrigation@yahoo.com <boulderirrigation@yahoo.com>
to me

# To Whom it may concern:

12:15 PM (4 hours ago) 🔥 🕤 🚦

æ

The Boulder Irrigation and Water Development Company has no concerns with the Five Forks Meadowlark Subdivision in Lower Boulder. It does not affect any irrigation ditches of the Boulder Irrigation and Water Development Company.

Sincerely,

Katie Coleman

Admin

Boulder Irrigation and Water Development Company