

PLANNING COMMISSION MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers February 13, 2025 at 6:00 PM

AGENDA

Google Meeting Link: https://meet.google.com/ust-hood-zzu

Or dial: (US) +1 661-552-0879 PIN: 960 575 714#

Welcome / Roll Call

Pledge of Allegiance

Conflict of Interest Disclosure

Approval of Minutes

1. Approval of Planning Commission Meeting Minutes from January 9, 2025

PUBLIC COMMENT – Time reserved for public comments. Open comments are not allowed once into Administrative and Legislative agenda items.

ADMINISTRATIVE ITEMS

- 2. Review and Discussion of Planning Commission Terms, Bylaws and appointment of Chair for 2025, Kristen Bushnell, Planning Administrator
- 3. Discussion of Upcoming Community Workshops, Kristen Bushnell, Planning Administrator

LEGISLATIVE ITEMS

- 4. Consideration and Approval of a Conditional Use Permit for a Temporary Meteorological Tower, Scott Schutte, AES Clean Energy
- Consideration and Approval of a Conditional Use Permit for EG Orion Solar Project, Dale Harris, Enfinity Global

BUILDING PERMIT(S) REVIEW

<u>6.</u> February Building Permits

SUBDIVISION APPLICATIONS

ADJOURNMENT

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk's Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice



PLANNING COMMISSION MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers January 09, 2025 at 6:00 PM

MINUTES

GENERAL BUSINESS

Welcome / Roll Call

Planning Commission Chair Trent Schafer called the meeting to order at 6:02pm.

PRESENT:

Chairman Trent Schafer

Vice-Chair Lloyd Wilson

Commissioner Cody Nielson

Commissioner Thomas Garcia

Commissioner Shea Walker

Commissioner Melissa Rigg

Commissioner Ann Austin

Planning Administrator Kristen Bushnell

County Attorney Mitch Maughan

County Administrator Mack McDonald

County Commissioner Silvia Stubbs

Pledge of Allegiance

Conflict of Interest Disclosure

No conflicts of interest were disclosed at this time.

Approval of Minutes

- 1. Approval of Planning Commission Meeting Minutes from November 14, 2024
- 2. Approval of Planning Commission Work Session Minutes from December 16, 2024
- 3. Approval of Planning Commission Meeting Minutes from December 30, 2024

Time Stamp 0:07:00 (audio)

Motion made by Commissioner Rigg to approve the above meeting minutes. Seconded by Commissioner Nielson.

Voting Yea: All in favor. Motion carries.

PUBLIC COMMENT - *Time reserved for public comments. Open comments are not allowed once into Administrative and Legislative agenda items.*

Time Stamp 0:08:00 (audio)

There were no open comments.

PUBLIC HEARING for the Consideration and Approval of the 2025 Land Use, Development and Management Ordinance, San Juan County

Time Stamp 0:13:30 (audio)

Motion made by Commissioner Garcia to enter into a public hearing for the 2025 Land Use, Development and Management Ordinance. Seconded by Commissioner Rigg.

All in favor. Motion carries.

Mark Anderson of Monticello would like to add RVs as overnight rentals and have less government oversight.

Kendall Laws of Blanding City would like reconsider the private road requirements and be more consistent with the San Juan County General Plan. He also would like to see the state code requirements for Feed Lot restrictions.

Joy Howell of Mexican Hat wants less government oversight and is concerned about the nuisance laws. She thinks each zone needs broader uses for her commercial endeavors.

Crystal Alvarez of Monticello wants to relook at the Use Table consistency and doesn't want to turn into Moab.

Kurtis Pugh of Blanding is concerned about taxidermy business in MU zone and wants less government.

David Goodman of Monticello wants like minded people to be left alone from the government turning into something we don't want.

Kim Palmer of Blanding thinks there is a lack of respect from the government onto their rights and freedoms and demands an apology letter from Administrator Bushnell, the resignation of the Planning Administrator and the resignation of the Planning Commissioners.

Collen Tibbits of Moab has concerns with animal density standards and wants to put our resources elsewhere in police and health department.

Cassity Rose of Blanding appreciated working with her family and requests to permit gravel pits and enclosed storage in Agriculture.

Kelsey Baccus of Spanish Valley requests to add horse rides and training to Agriculture and Multiuse Zones.

Elene Carter of Spanish Valley has concerns of commercial uses along Sunny Acres Lane and wants to clarify "truck stop" language beyond combined uses under a gas station.

Lane Palmer of Blanding recognized that there is a lot of ignorance of what's going on but doesn't want too many restrictions.

Derek Francom of Blanding and moving to Monticello area wants to ensure that we are supporting young families.

Tammy Jalamio wants to see more ponds and spreader dams and requests horse training to be added as a permitted use in Multiuse.

Travis Pearson of Blanding wants to have as many animals as he wants and to have RV's available for his kids to move back home. Wants to evaluate the nuisance ordinance as it pertains to animal rights.

Hal Palmer of Blanding is confused about home-based vs. commercial uses in the table and doesn't like having to obtain a business license, feels this should be open to people to do what they want.

Eric Grover (reading for Gail Johnson) thinks the county has failed to represent, is of personal interest in their decision making, has assaulted civil liberties, and has failed to do their job.

Kerry Pugh of Blanding has known so little about all these things and had no idea this was coming and feels that "we are their servants".

Tyler Crysler of Blanding is against government overreach and asked if our code enforcement officer was "bulletproof".

Nichele Bayle of Blanding would like to take more time to understand the ordinance.

Shauna Shumway of Blanding wants to give RV's somewhere to go.

Alicia Palmer of Blanding wants manufacturing and fabrication as a home-based business and to reword the nuisance ordinance.

Daniel Wright of Spanish Valley believes the ordinance is of the right intention, wants RV as long-term options and is committed to making existing businesses right.

Shawn Ivins of Blanding had a good conversation today with the Planning Administrator and realizes that fighting for Agricultural rights is a struggle coming from higher government.

Richard Monson of Blanding is from an agricultural family and wants to work together to find solutions together in housing options and small business.

Cherly Bowers of Blanding City wants to thank the Planning Commission for serving and offered her assistance as a liaison to Blanding City and wants to see more economic growth.

Lexi Dalton of Spanish Valley is concerned about short term rentals in multiuse in her area, is pro-small business, wants more affordable housing options and doesn't want to drive up property values in the area.

Connor Simmons of Spanish Valley has been waiting for the new ordinance to pass, wants to use RV's as overnight rentals and is hopeful to finally bring changes. He thinks the maps are very well-developed plans.

Brittany Carlson of Blanding doesn't like having codes and rules that turn neighbor against neighbor as there is too much payback on personal interests.

Online comment from Stacy Hannahs that doesn't want regulations on cosemetics.

Online comment from Dave Focardi of Spanish Valley that would like to evaluate Sunny Acres Lane further to prevent issues.

Online comment from Naomi Wilson of La Sal that want to redefine "kennel" definition.

Online comment from Kara Laws of Blanding wants apologies and resignations, more access to the public, for ordinance to be more pro-business and less RV regulations.

Online comment from Kerry Kelly of Pack Creek wants notice to each property owner of specific changes and requests all of Pack Creek to be residential.

LEGISLATIVE ITEMS

4. Consideration and Approval of a Conditional Use Permit for a Temporary Meteorological Tower, Scott Schutte, AES Clean Energy

Time Stamp 1:42:30 (audio)

This item is on hold until the next Planning Commission at the representative's request.

5. Consideration and Approval of the 2025 Land Use, Development and Management Ordinance, Kristen Bushnell, Planning Administrator

Time Stamp 1:44:00 (audio)

Administrator Bushnell opened with an introduction to the land use resources available on our website and invited the public to please examine the 2011 Zoning Ordinance to the new proposed documents. She reiterated that written comments can still be made at any time via email up to the County Commission meeting on Tuesday, January 21st at 11am. She also explained common questions that she has seen from the community.

Attorney Maughan gave a brief history of the zoning ordinances in San Juan County, the process for this new proposal and why the county has been tasked with updating these policies.

Administrator Bushnell went through the written requests that she had received for inclusions on the Use Table and adjustments to the Zoning Maps. Planning Commissioners further discussed some of the comments that were heard with the Public Hearing and addressed concerns.

Time Stamp 4:55:30 (audio)

Motion made by Commissioner Austin to table the Land Use Ordinance based on the lack of community input. No second.

Motion failed.

Time Stamp 4:57:00 (audio)

Motion made by Commissioner Rigg to approve the 2025 Land Use, Development and Management Ordinance. Seconded by Commissioner Walker.

Voting Yea: Commissioner Schafer, Commissioner Walker, Commissioner Wilson, Commissioner Garcia, Commissioner Rigg, Commissioner Nielson

Voting Nay: Commissioner Austion

Motion carries.

BUILDING PERMIT(S) REVIEW

6. November & December Building Permits

Time Stamp 5:00:00 (audio)

ADJOURNMENT

Time Stamp 5:01:00 (audio)

Motion made by Commissioner Nielson to adjourn. Seconded by Commissioner Rigg.

All in favor. Motion Carries.



STAFF REPORT

MEETING DATE: February 13, 2025

ITEM TITLE, PRESENTER: Review and Discussion of Planning Commission Terms, Bylaws and

appointment of Chair for 2025, Kristen Bushnell, Planning Administrator

RECOMMENDATION: Administrative Discussion/Vote & Informational Item

SUMMARY

There are two terms that will expire in December 2025, Melissa Rigg representing the Bluff area and Llyod Wilson representing a Special Service District. no terms that expired this year. A call for interest will be posted in October, potential interviews in November, and assignment in December to be effective January 2026. Planning Commission terms are committed for four years. Please share this information with members who may be interested to represent these areas.

At a previous Planning Commission meetings it was requested that we review our current Planning Commission By Laws (Ordinance #2020-03A). Updates to this will be revisited and addressed as needed.

Review of attached Planning Commission Bylaws

The Planning Commission needs to elect a new chair for the 2025 calendar year. Nominations are open to all Planning Commissioners. Self-nominating is also accepted. Duties of the Planning Commission Chair are outlined in Article II, Section 3 of the San Juan County Planning Commission Bylaws, Ordinance #2020-03A.

- Nominations and Discussion taken
- Vote for the appointment of the 2025 Planning Commission Chair

SAN JUAN COUNTY ORDINANCE #2020 -03A

AN ORDINANCE AMENDING ORDINANCE #2020-03 AMENDING THE RULES, PROCEDURES, AND BYLAWS FOR THE SAN JUAN COUNTY PLANNING COMMISSION

WHEREAS, the San Juan County Planning Commission is authorized by the Utah Code Annotated 17-27a-301 and 17-27a-302 and by San Juan County Zoning Ordinance (2011), Chapter 2.1. The Planning Commission exercises authority and assumes responsibilities delegated to it under these authorities; and

WHEREAS, the San Juan County Planning Commission, hereinafter referred to as "the Commission," shall be governed by State statues and County ordinances and policies including the following:

- a. State statues applying generally to public boards, members, and officials;
- b. State statutes governing the activities of County Planning Commissions;
- c. San Juan County Ordinances and Resolutions;
- d. San Juan County Land Use Code; and
- e. The bylaws of San Juan County Planning Commission as set forth herein. They are advisory guidelines only. Consequently, should the Commission waive, suspend, or otherwise deviate from these bylaws during the course of a meeting, such deviation shall not be grounds for invalidating a hearing held during such meeting or any decisions made at such meeting.

NOW, THEREFORE BE IT RESOLVED that San Juan County does hereby establish the following rules, procedures and bylaws for the San Juan County Planning Commission as follows:

ARTICLE I General Provisions

I.1. Familiarity with State Statutes, County Ordinance and Resolutions, and Rules Affecting the Commission. Upon taking office, all members of the Commission shall familiarize themselves with applicable statutes and rules, ordinances, and resolutions, and while in office, shall maintain such knowledge, including knowledge of amendments and additions, and shall be strictly governed thereby in the conduct of Commission affairs.

ARTICLE II Officers and Election

- II.1. Officers. The Officers of the Commission shall be a Chairperson and Vice-chairperson.
- II.2. <u>Election</u>. The Chairperson and Vice-chairperson shall be elected at the first meeting of the year after the Board of County Commissioners appoints vacant seats. They shall serve for a term of one (1) year or until their successors are elected. Their term shall start the

meeting they are elected. If the office of the Chairperson or Vice-Chairperson becomes vacant, the Commission shall elect a successor from its membership who shall serve the unexpired term of the predecessor. Nominations shall be by oral motion. At the close of nominations, the Commission shall vote by voice vote upon the names nominated for the office. If requested by the Chair, written ballots may be used for voting purposes.

- II.3. Chair. The Chairperson has the following duties:
 - a. The Chairperson presides at all meetings of the Planning Commission maintaining order and decorum and ensures that the procedures prescribed in the San Juan County Land Use Code, Utah State Code, and policies stated herein are followed.
 - b. The Chairperson may call special meetings at any time and in accordance with applicable state and County codes.
 - c. The Chairperson may appoint up to three Commission members to serve on a committee as needed.
- II.4. <u>Vice-chair</u>. The Vice-chair performs the duties of the Chairperson in the absence of the Chairperson, or duties as delegated by the Chairperson. In the event of temporary absence of the Chairperson and Vice-chairperson, the remaining members present shall elect an acting Chairperson for that meeting.

ARTICLE III

Members, Term of Office, Vacancies, Candidate Interest, Interviews, and Voting

- III.1. Members. To guarantee balanced input from across the County in areas where the County has jurisdiction over land use decisions, and the impacts of those decisions on adjacent population areas, the Commission shall consist of seven (7) members who shall be appointed by the Board of County Commissioners from the following areas of the County: One (1) member from Blanding area; one (1) member from Monticello area; one (1) member from Bluff area; one (1) member from La Sal area; one (1) member from Spanish Valley area; one (1) member from a special service district within the County and one (1) member at-large. In addition to the seven (7) members, the Board of County Commissioners may appoint, one (1) non-voting, ex-officio staff member to serve as liaison between the Board of County Commissioners and the Commission and provide administrative support to the Commission. Board of County Commission members may not serve as regular members of the Commission.
- III.2. <u>Term of Office</u>. The term of office for Commission members shall be staggered so that the terms of at least one (1) member and no more than three (3) members expire each year. As the term of each regular member expires, the vacancy thus created shall be filled by a majority vote of the Board of County Commissioners for a term of four (4) years, so as to maintain the succession of staggered terms of service.

- a. Terms of all Commissioners begin on January 1st and expire on December 31st of the 4th year following the year of appointment. If the Board of County Commissioners has not appointed a new member(s) to the Commission at the expiration of term, the current Commission member(s) will remain on the Planning Commission until replaced by appointment of the Board of County Commissioners.
- b. Current Commissioners whose term has expired can submit their name for consideration to renew for an additional four (4) year term by notifying the Commission Chair and County Administrator.
- III.3. <u>Vacancies</u>. County staff shall notify the current Commission of those members whose terms will expire at the end of the calendar year. In cases where a vacancy is created during the middle of a board member's term (mid-term vacancy), County staff shall notify the Commission as soon as practically possible. County staff shall post a notice of Board vacancies, including mid-term vacancies, in a local newspaper of record.
- III.4. Candidate Interest. In early November of each year, the County Administrator shall cause notice of appointment(s) to be published in a newspaper of general circulation in San Juan County. The Planning and Zoning Department shall be responsible for the costs of such advertisement. Such notice shall state the nature and term of the appointment(s), the qualification for such appointment, request written statements of interest and qualifications, and establish a deadline for submittal of such statements, which time shall not be earlier than fifteen (15) days from the date of publication.
- III.5. <u>Candidate Qualifications</u>. Required Conditions: Commission candidates shall be a resident and registered voter of San Juan County. Preferred Qualifications: experience or knowledge in land-use, knowledge of County and local issues, a good listener, ability to communicate, and analytical reasoning. Trainings through the Utah State Property Ombudsman or other State approved trainings are encouraged and will be considered when determining qualifications. Preferred qualifications may be waived dependent upon a lack of preferred qualifications with those candidates applying for vacancies, and the need for balanced input as outlined in III.1 may necessitate.
- III.6. Candidate Interviews. Upon availability, a member of the County Board of Commissioners, a Planning Commission member who is not also a candidate, County Zoning Staff, County Attorney, and County Administrator may interview qualified candidates and provide a recommendation to the Board of County Commissioners. At the start of each interview, candidates will be given three to five minutes to briefly introduce themselves and to provide relevant information as to background and experience. During the interview process the committee are encouraged to ask questions which verify a candidate's land use knowledge, experience, eligibility, and availability to meet the requirements of service. The committee shall ask the same questions of each candidate. After responding to those questions, Interviewers may ask the applicant additional clarifying questions if necessary based on the responses the applicant has given.

- III.7. <u>Voting</u>. The committee shall vote upon the names of candidates in alphabetical order. Each committee member shall be entitled to one vote for each vacancy. Committee members shall vote by voice or a raise of hands. If requested by the Chair, written ballots may be used for voting purposes.
 - a. Staff will tally the number of votes cast for each candidate and read this information back to the committee. The committee, by motion will forward this recommendation, including any findings, to the Board of County Commissioners for consideration.
- III.8. Recommendations to the Board of County Commissioners. Planning staff or the County Administrator as directed by the Chairperson, shall present the committee's recommendation, including any findings, to the Board of County Commissioners.

When presented with a recommendation(s) for election to the Commission, the County Commissioners may:

- a. accept or reject the recommendation(s) as presented in total or part
- b. instruct the County Administrator to continue the process for an additional 30 days to solicit additional candidates before making a decision.

ARTICLE IV Meetings and Organization

- IV.1. Open Meetings and Notices. All regular meetings, special meetings, workshops, and field trips of the Commission are open to the public and will be noticed in accordance with the requirements of the Utah Open and Public Meetings Act.
- IV.2. <u>Regular Meetings</u>. Regular Commission meetings shall be held the second Thursday of each month unless there are mitigating circumstances, such as a lack of a quorum, lack of items to be discussed, holidays or other circumstances.
- IV.3. <u>Annual Training</u>. Commission members are required to attend or view by other means an annual Utah Open Meetings Training, as provided by San Juan County or an online equivalent training. Commissioners are encouraged to attend the Citizen Planner Workshop, as conducted by the Utah League of Cities and Towns or other entity.
- IV.4. <u>Special Meetings, Workshops, and Field Trips</u>. Special meetings, workshops, and field trips for any purpose may be held at the call of the Chairperson or the Board of County Commissioners.
- IV.5. <u>Agendas</u>. Agendas shall be set by staff under the direction of the Chairperson. Agendas for regular meetings shall be provided by staff to all members at least three (3) days prior to the meeting.

- IV.6. <u>Proposed Agenda Items and Meeting Materials</u>. The Planning and Zoning Department must have proposed agenda items and meeting materials by 12:00 pm the Friday before the Planning Commission meeting date unless extenuating circumstances exist.
- IV.8. <u>Minutes</u>. The recording of minutes of all Commission meetings shall be the responsibility of Planning Department staff. In the event staff is absent from any meeting, the Planning Department may send a designee.
- IV.9. Voting. Commission members shall make a good faith effort to become knowledgeable on matters before the Commission. A quorum of the Commission shall consist of four (4) members and the affirmative vote of at least four (4) members in attendance shall be necessary to pass any motion.
- IV.10. Motion. All decisions of the Commission shall be made in a public meeting by motion, made and seconded, and by voice vote. Any Commissioner may make or second a motion. If there is any ambiguity on any vote or if the nature of the application or petition warrants, the Chairperson may conduct a roll call vote. Motions should be supported by reason and include findings. The person making the motion is encouraged to state the reasons and finding(s) supporting the motion at the time the motion is made. Any conditions for approval must be stated in the motion. The motion may refer to the staff report for details of the conditions for approval if the person making the motion desires to do so.
- IV.11. Conduct During Public Meetings. During all meetings and hearings, persons providing testimony shall proceed without interruption except by members of the Commission at the discretion of the Chairperson. All comments, arguments, and pleadings shall be addressed to the Chairperson and there shall be no debate or argument between individuals in the audience. There shall be no debate or argument between individuals. The Chairperson shall maintain order and decorum, and, to that end may order removal of disorderly or disruptive persons. Any member of the Commission, counsel to the Commission, or the Commission staff, upon recognition by the Chairperson, may direct any questions to the applicant, witness, or any person speaking from the audience for the purpose of eliciting relevant facts. The Chairperson or Commission members may call for relevant facts from staff and make appropriate comments relevant to the matter.
- IV.12. <u>Time Control</u>. The Chairperson may control the time for debate on any issue. Care should be taken to insure fairness in the hearing process. Those speaking in support and opposed should have substantially equal time. The Chairperson may stop debate once he or she believes the issue has been adequately and fairly heard.
- IV.13. <u>Citizen, Applicant, and Other Participation by Real-Time Telecommunication</u>. Participation by Citizens, Applicants, and Others may be allowed by real-time telecommunication at the discretion of the Chairperson.
- IV.14. Quorum: Means the minimum number of persons required to act as a body. A quorum requires four (4) Commission members who must be present in person at the meeting.

However, absent Commissioners may participate fully by phone or other real time means and engage in debate, asking questions, making motions, voting on motions, and all other functions of the Commission.

IV.15. <u>Commissioner Participation by Real-Time Telecommunication</u>. Commissioner participation by real time telecommunication shall allow them to participate in discussion and may vote on any matter.

ARTICLE V Ethical Considerations

The following ethical principles shall guide the actions of the Commission and its members.

- V.1. <u>Serve the Public Interest</u>. The primary obligation of the Commission and each member is to serve the public interest.
- V.2. <u>Support Citizen Participation in Planning</u>. The Commission shall ensure a forum for meaningful citizen participation and expression in the planning process, and assist in the clarification of community goals, objectives and policies.
- V.3. Conflict of Interest. Planning Commission members shall adhere to state law regarding conflicts of interest. A member with a conflict of interest shall be required to disclose such conflict prior to consideration of the matter by the Planning Commission. A member with a conflict of interest may not attempt to influence other members or appointed staff outside the meeting. A member with a conflict of interest shall be required to recuse herself or himself from participating in, commenting on, or voting on the matter in which such conflict exists.
- V.4. Ex Parte Communication / Ensure Full Disclosure at Public Meetings. Each case shall be decided on the basis of the evidence placed in the record in a public meeting. Ex parte information on any application received by a Commissioner, whether by mail, telephone, or other communication should be avoided. When such communication does occur it must be made part of the public record by the Commission member. The purpose of disclosing ex parte communication is to get all information on the record so it can then be addressed, confirmed or refuted, by evidence presented by the parties during a meeting.
- V.5. <u>Maintain Public Impartiality</u>. Commission members may seek information from other Commission members, the counsel to the Commission, staff serving the Commission, or the staff of other departments or agencies advising the Commission. Each member of the Commission has an ethical duty to avoid making public statements for or against the merits of any application before the Commission hearing is concluded and a decision or recommendation has been rendered.
- V.6. <u>Faithful Attendance and Performance</u>. Should circumstances arise where a Planning Commission member is unable to attend a scheduled meeting, the member shall be responsible for notifying the Chair or Building and Zoning Department staff as soon as

possible. Planning Commission members shall not miss more than three consecutive meetings. A Planning Commission member may not miss more than 25% of the meetings in a year. If circumstances prevent faithful attendance and performance of Planning Commission member duties, the member will be removed from the Planning Commission or the member should knowingly resign from the Planning Commission. Attendance through remote means may only be approved the Planning Commission Chair, and a commission member must attend more than 50% of the meetings in person absent extenuating circumstances.

V.7. Open Meetings Act. Commission members shall be trained annually and abide by the Open Meetings Act as described in U.C.A Title 52, Chapter 4, Open and Public Meetings Act.

ARTICLE VI Resignations and Removal of Membership

- VI.1. <u>Resignations</u>. Any member of the Commission must submit a signed letter of resignation specifying the effective date on which the member's service will cease. The letter of resignation shall be submitted to the County Administrator.
- VI.2. <u>Acceptance of Resignation</u>. The Board of County Commissioners shall accept resignation upon receipt thereof.
- VI.3. Removal from Commission Planning. The Commission may request the resignation of a member for reasons of attendance and/or ethical considerations. The Board of County Commissioners may remove a Commission member for cause prior to the expiration of the appointed term.

ARTICLE VII Per Diem and Travel Expenses

VII.1. <u>Per Diem and Travel Expenses.</u> Commission members are to receive a per diem and reimbursement for travel expenses for meetings actually attended at a rate established by the Board of County Commissioners.

ARTICLE VIII Adoption, Review, and Amendment of Bylaws

- VIII.1. <u>Annual Review and Amendment</u>. The bylaws will be reviewed by the Commission at the beginning of each calendar year. Amendments will be recommended to the Board of Commissioners for approval.
- VIII.2. <u>Waiving or Suspending Rules</u>. A rule of procedure may be suspended or waived at any meeting by unanimous vote of the Commission members present unless such a rule is set by state law or county ordinance.

APPROVED, AMMENDEDAND PASSED by the Board of San Juan County Commissioners on the 15th day of March, 2022.

Voting Aye: Grayeyes, Adams

Voting Nay: Maryboy

ATTEST:

BOARD OF SAN JUAN COUNTY COMMISSIONERS

Lyman Duncan

Willie Grayeyes, Chair



STAFF REPORT

MEETING DATE: February 13, 2025

ITEM TITLE, PRESENTER: Discussion of Upcoming Community Workshops, Kristen Bushnell,

Planning Administrator

RECOMMENDATION: Informational Item Only

SUMMARY

The San Juan Planning Commission will be hosting five additional workshops to gather community comments for the 2025 Land Use, Development and Management documents. Workshops will be located in each community of the county. Anyone may join any workshop location regardless of the area of residence.

Comments and requests will continue to be gathered through email to KBushnell@sanjuancountyut.gov and packaged for Planning Commissioners upon future discussions of the ordinance. Our county legal team has called for an update to the San Juan County General Plan first and can then proceed to evaluate edits to the Land Use Ordinance. This will be an on-going process over the next few months.

Discussions of the Land Use Ordinance will be combined with regularly scheduled Planning Commission meetings on the second Thursday of each month starting at 6:00pm. The public is welcome to make open comment at the beginning of the meetings.



San Juan County will be hosting a series of community workshops for engagement of public feedback about the 2025 Land Use, Development, and Management Ordinance and associated maps and use table.

Please join us for an informative conversation and discussion. Any meeting is open to any member of the county regardless of area.

Workshop 4 of 8

Blanding USU Event Center Saturday, February 15th at 10am

Workshop 5 of 8

Monticello Hideout Event Center Monday, February 17th at 6pm

Workshop 6 of 8

<u>La Sal Community Gym</u> Saturday, February 22nd at 10am

Workshop 7 of 8

Spanish Valley SJC Health Clinic Conference Room Monday, February 24th at 6pm

Workshop 8 of 8

Bluff Community Center Tuesday, February 25th at 10am



Resources are available online: https://sanjuancountyut.gov/planning Comments may also be made via email at: KBushnell@sanjuancountyut.gov



LEGISLATIVE STAFF REPORT

MEETING DATE: February 13, 2025

ITEM TITLE, PRESENTER: Consideration and Approval of a Conditional Use Permit for a Temporary

Meteorological Tower, Scott Schutte, AES Clean Energy

RECOMMENDATION: Make a motion approving the Conditional Use using the findings and

conditions as provided by staff (state each condition as part of the motion).

Make a motion denying the Conditional Use based on findings of fact due to the following reasons: (statements of findings for substantial evidence).

SUMMARY

In November 2024, the county received a request for a conditional use permit from AES Clean Energy to install a 60-meter (approximately 200 feet) temporary meteorological tower. The applicant is planning on building a temporary structure for weather studies as part of an investigation for potential energy production in the future.

Property:

Parcel: #32S24E255400, 160.44 acres

Current Zoning:

This parcel is currently zoned as Agricultural as per 2013 Zoning Map

ORDINANCE SECTIONS

The Agricultural Zone is designated to promote and preserve, in appropriate areas, conditions favorable to agriculture and to maintain greenbelt open spaces. Such districts are intended to include activities normally and necessarily related to the conduct of agricultural production and to provide protection from the intrusion of uses adverse to the continuance of agricultural activity.

Renewable Energy (wind farms) is considered a Conditional Use in the Agricultural (A-1) Zone as per the 2011 Zoning Ordinance. By definition, a CONDITIONAL USE is a land use that, because of its unique characteristics or potential impact on the county, surrounding neighbors or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

In authorizing any Conditional Use, the Planning Commission shall impose such requirements and conditions as are necessary for the protection of adjacent properties and public welfare. Ther Planning

Commission shall not authorize a Conditional Use Permit unless the evidence presented is such to establish:

- (1) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; and
- (2) That the proposed use will comply with the intent, spirit, regulations, and conditions specified in the Ordinance for such use and the Zoning District where the use is to be located, as well as make the use harmonious with the neighboring uses in the Zoning District; and
- (3) The Planning Commission shall itemize, describe, or justify the conditions imposed on the use.

Possible Conditions May Include:

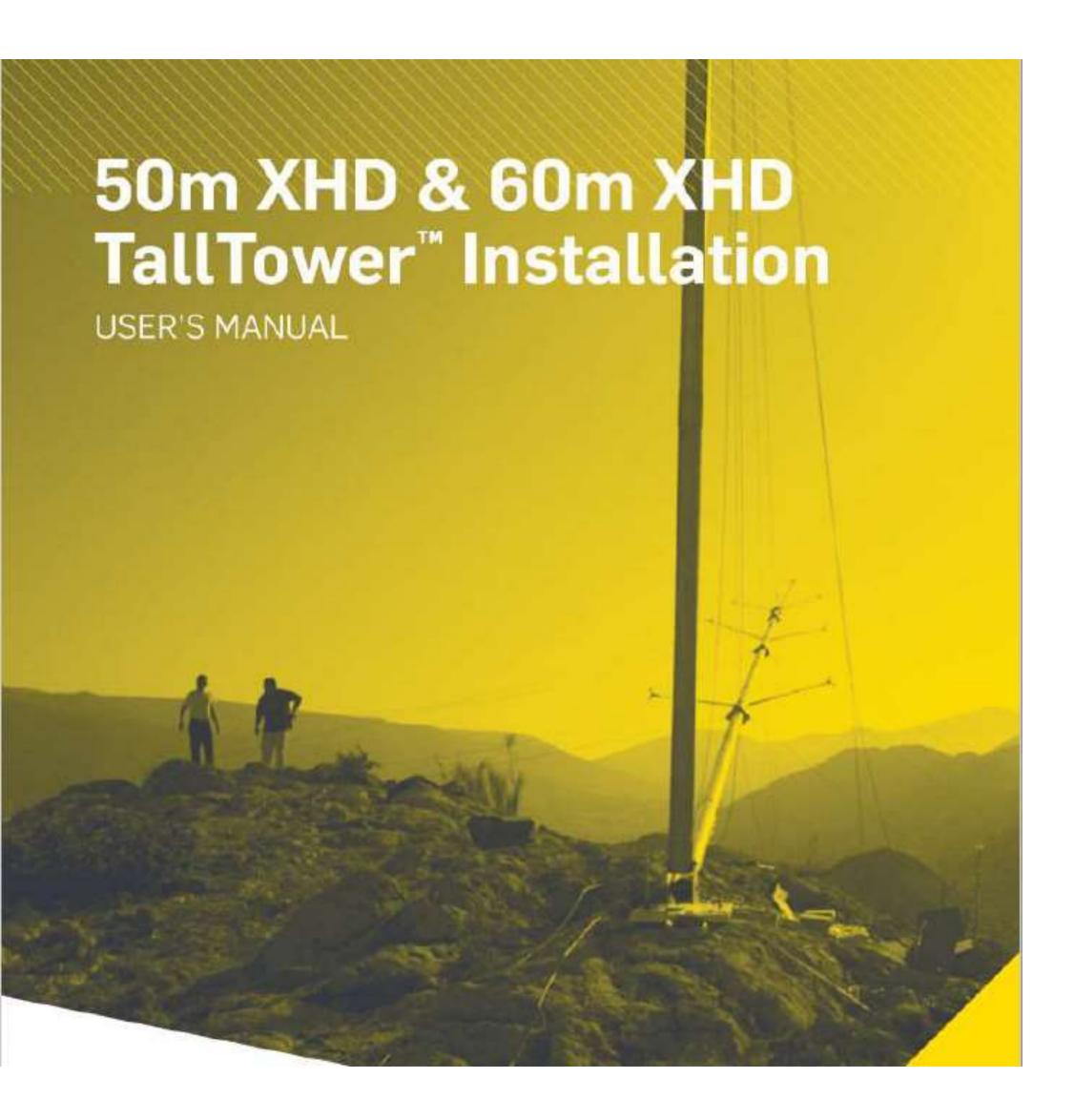
- Prior to construction, the applicant shall apply for and receive a San Juan County building permit.
- The applicant shall apply for, receive, and maintain a San Juan County business license and be subject to regular inspections associated with the business license to include a review of compliance with the CUP conditions.
- The construction and operation of the tower shall comply with the International Fire Code and the San Juan County Fire Policy and be subject to inspection by fire authorities.
- The tower shall be operated in compliance with federal regulations.
- The tower shall not be used for outdoor advertising, signage, or similar uses without first obtaining permission from San Juan County.
- This permit shall be null and void if the tower is abandoned or the tower is not maintained for 90 days. After abandonment or non-maintenance, the tower shall be removed at owner's expense.
- Any neighbor or adjacent property owner or person reasonably expected to be at or near the
 facility during construction, maintenance, or other activity which has the potential to harm
 an individual shall be informed of the activity and provided with safety information, as
 appropriate.
- The facility shall be kept clean and free from rubbish, flammable waste material or other noxious or nuisance substances.
- The tower will require a variance from the San Juan County Land Use Ordinance which establishes a maximum height for structures at 35'.



Meterological Tower Location

San Juan County, UT





Meteorological Tower Overview



Temporary Meteorological Tower Examples















Installation Process

- Installation team of 3-5 people
- Vehicles include pickups, possibly a trailer, and skid steer
- Vegetation is only required to be cleared if it's taller than about 4-5 feet above ground
 - o If cleared, it can be cleared to about 1ft above ground to help with re-growth and erosion mitigation
 - Maximum needed clearing is the "Christmas tree" shape shown on the next page
- The tower comes in sections which are put together on the ground in the lying down position
 - Nearly all of the work is done, including mounting the meteorological sensors, with the tower lying down
 - Afterwards, the tower is winched up with a gin-pole and the guy wires are tensioned into place
- Multiple anchor options exist, but typically it's a helical ground screw sold by NRG
 - Screw length is 5.5 feet long
 - Screws are removable and leave nothing behind









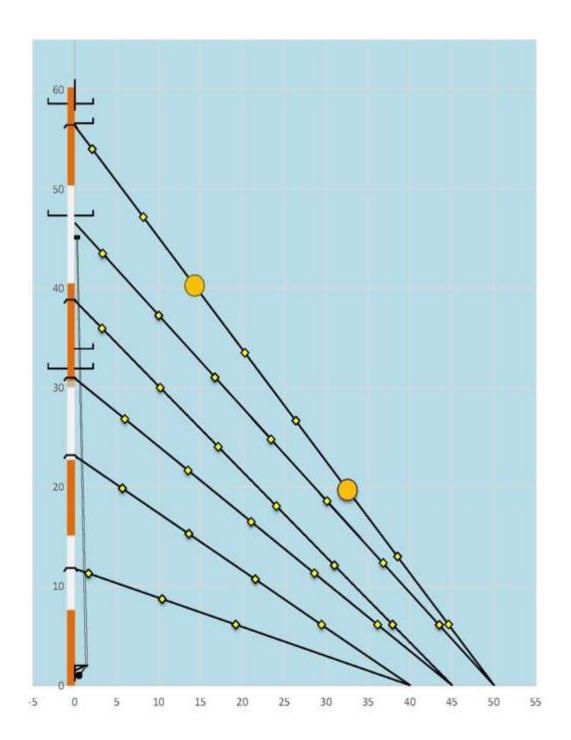
Rocky Soils

Solid Rock



Tower Marking and Lighting

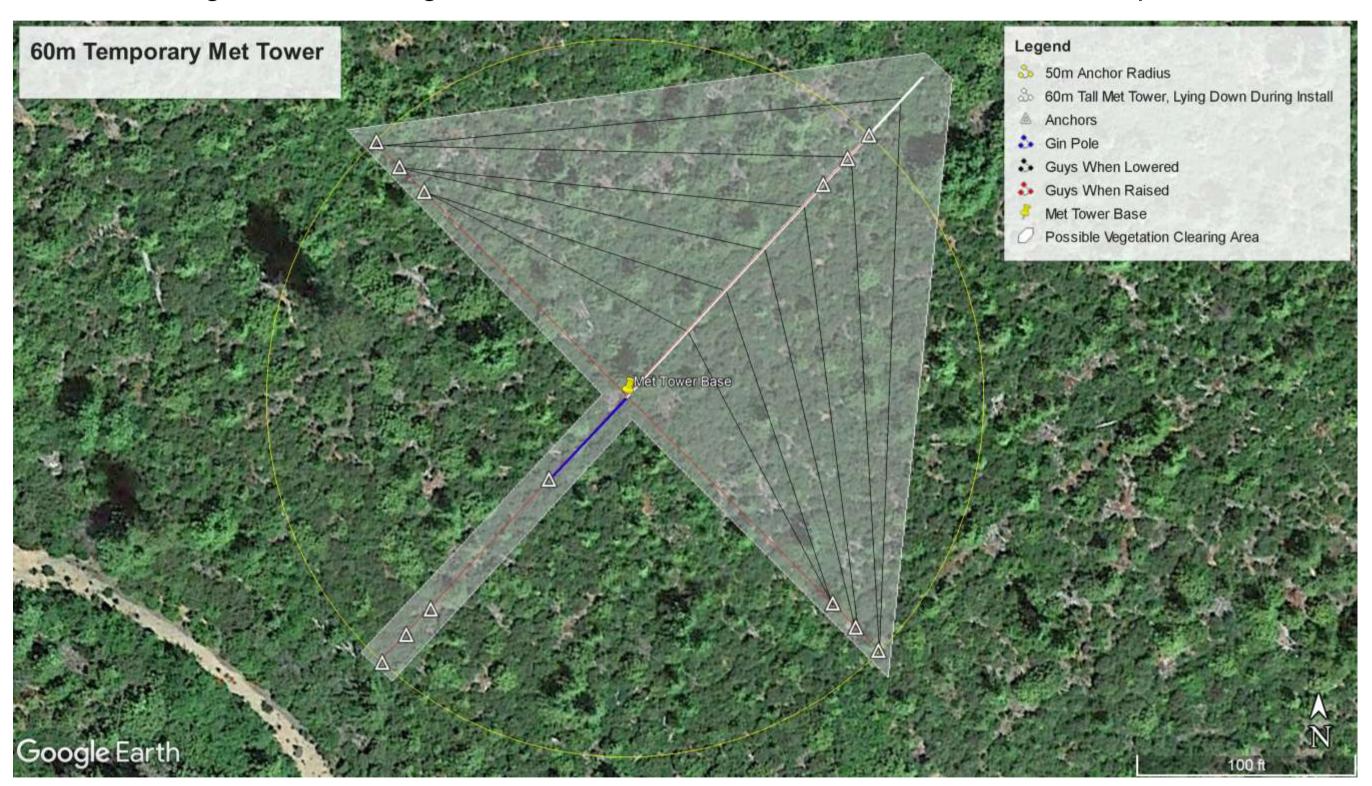
- Towers are painted in 7 bands of alternating orange and white
- Towers under 200ft do not need lights
- Guy lines have 8 marker balls, at 1/3 and 2/3 tower height on each guy
- Guy lines have guy guards at the base





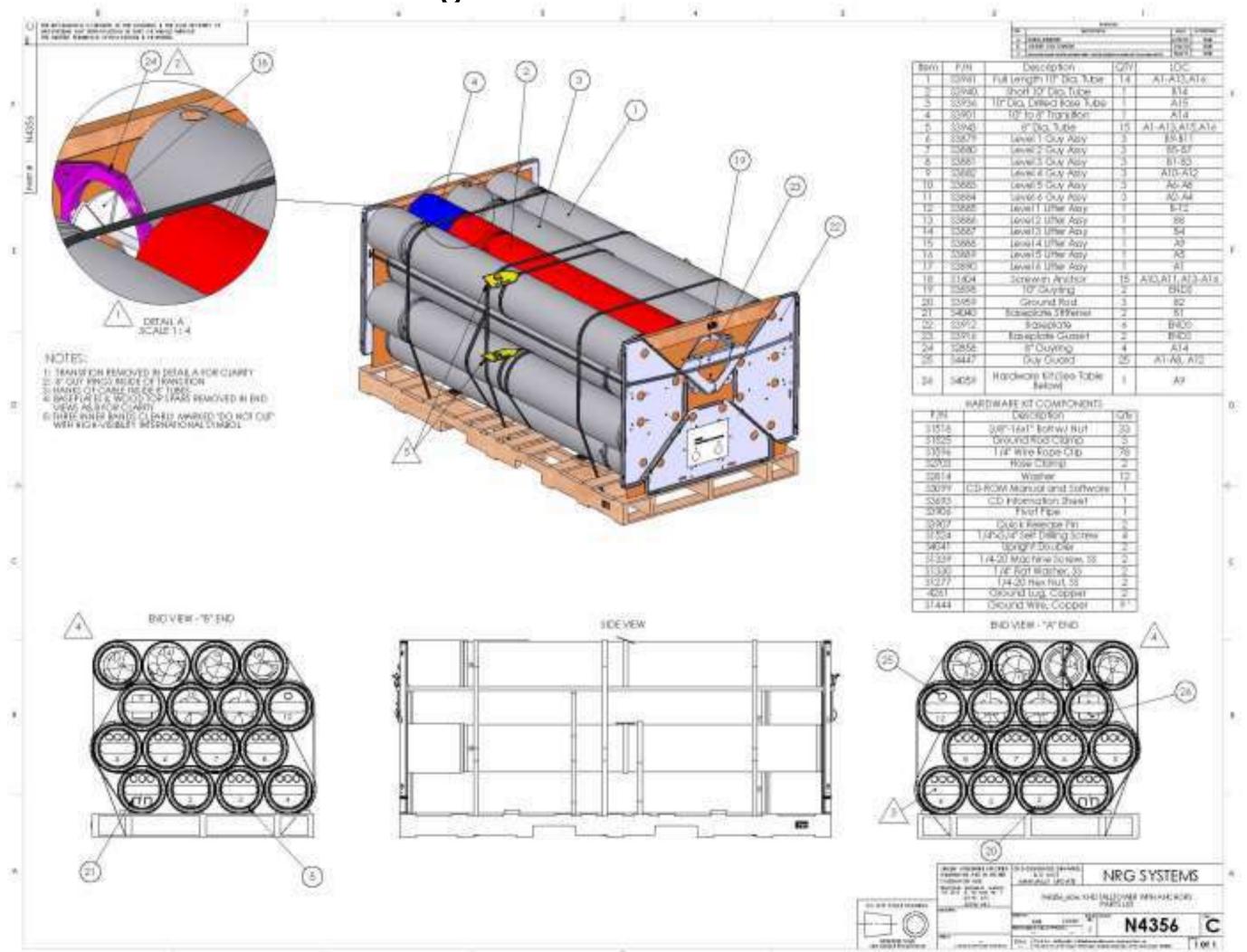
Layout During Installation

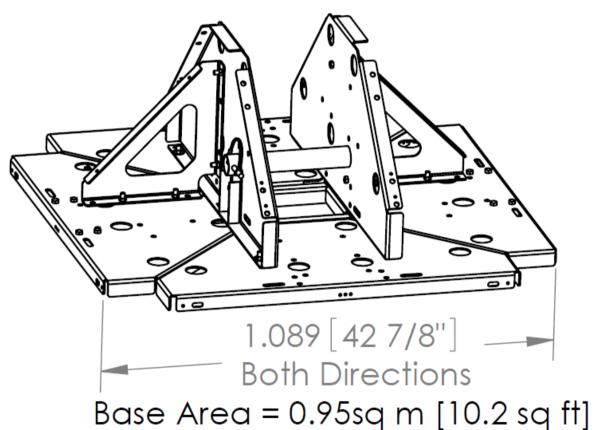
Maximum vegetation clearing needed would be the white "Christmas Tree" shape





60m XHD Tower Package







20

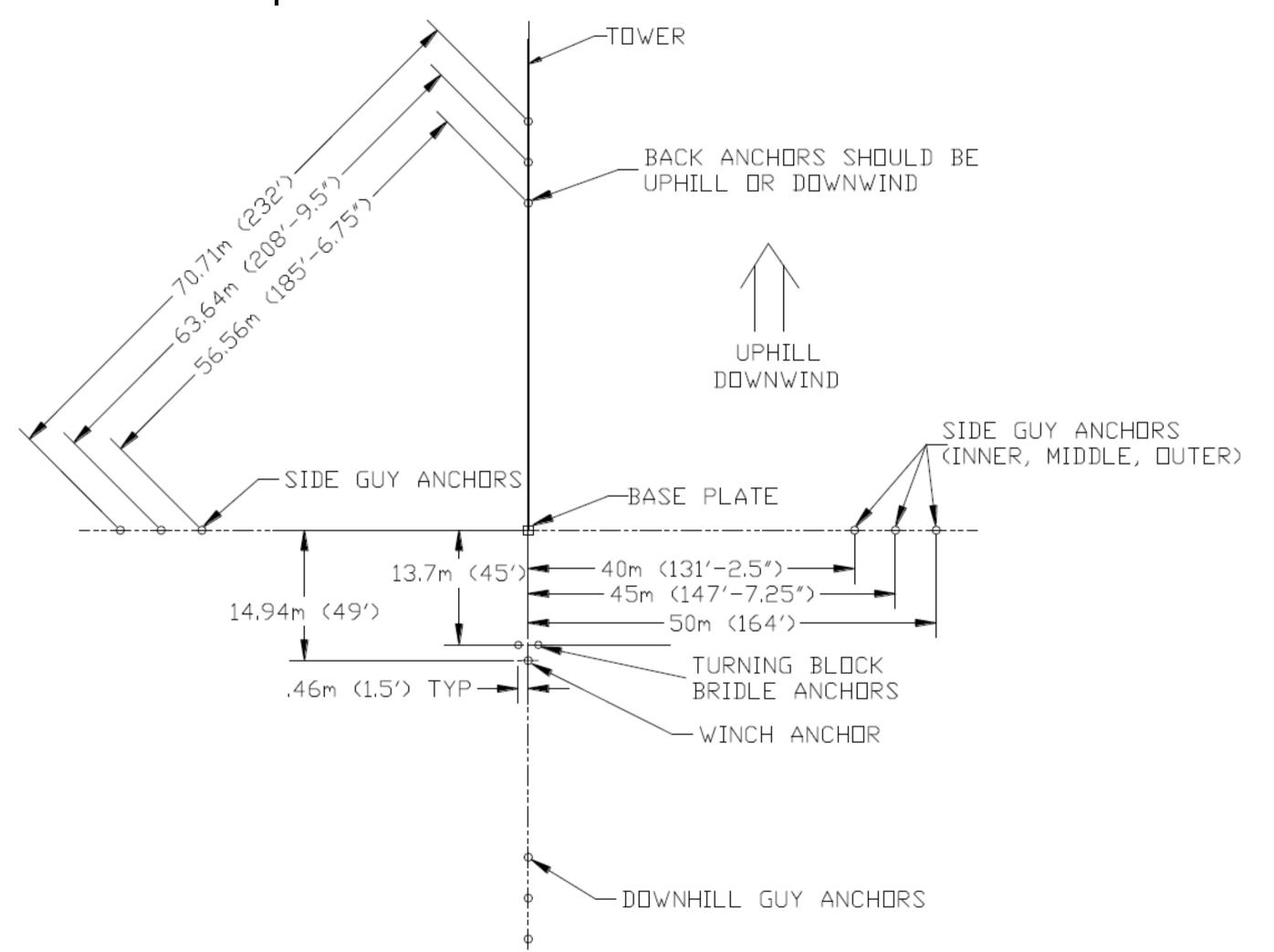
60m XHD Tower: Standard Footprint Elevation Profile

TUBE SPECS (In order of assembly) Base Tube (with pivot pin hole) 10' Ø x 87'L (1 tube) 10' Ø x 87'L (14 tukes) Plain Tubes 10" Ø x 73"L (1 tube) Plain Tube (short) 10'-8' TRANSITION, 36'L 8°Ø x 87°L (15 tubes) Plain Tubes Gin Polei Base Tube (with pivot pin hole) 8°ø × 87°L Plain Tubes 8°ø x 87°L "60m" DVERALL ERECTED HEIGHT60,26m (197'-8,25")-LEVEL 6 GREEN LABEL TEXT 56.3m (185') ERECTED HEIGHT 56.35m (184'-10.25") LEVEL 5 BOTTOM OF BLUE FIRST 8" TUBE LABEL TEXT 46.5m (153') THIRD LEVEL GUY PLACEMENT ERECTED HEIGHT 46.57m (152'-9.25') LEVEL 4 YELLOW LABEL TEXT 38.7m (127') ERECTED HEIGHT 38.74m (127'-1.25') LOOP EACH GUY WIRE THROUGH ANCHOR EYE AND SECURE LEVEL 3 WITH 3 WIRE ROPE CLIPS. ≰/TRANSITION BLACK U-BOLTS TO BE ON DEAD END LABEL TEXT 31m 101' OF WIRE ROPE. ERECTED HEIGHT 30.92m (101'-5.25') TYPICAL 24 GUYS-LEVEL 2 WHITE LABEL TEXT 23m (76') ERECTED HEIGHT 23.11m (75'-9.75') LEVEL 1 RED LABEL TEXT 11.7m (38') ERECTED HEIGHT 11.75m (38'-6.75") 13.91/ [547.513] (GINPOLE LENGTH SEE SITE LAYOUT MAP 40.0m/ [131′−22ੈ″] FOR ANCHOR LOCATIONS) -45.0m/ [1771,20]

-50,0m/ [1968,00]

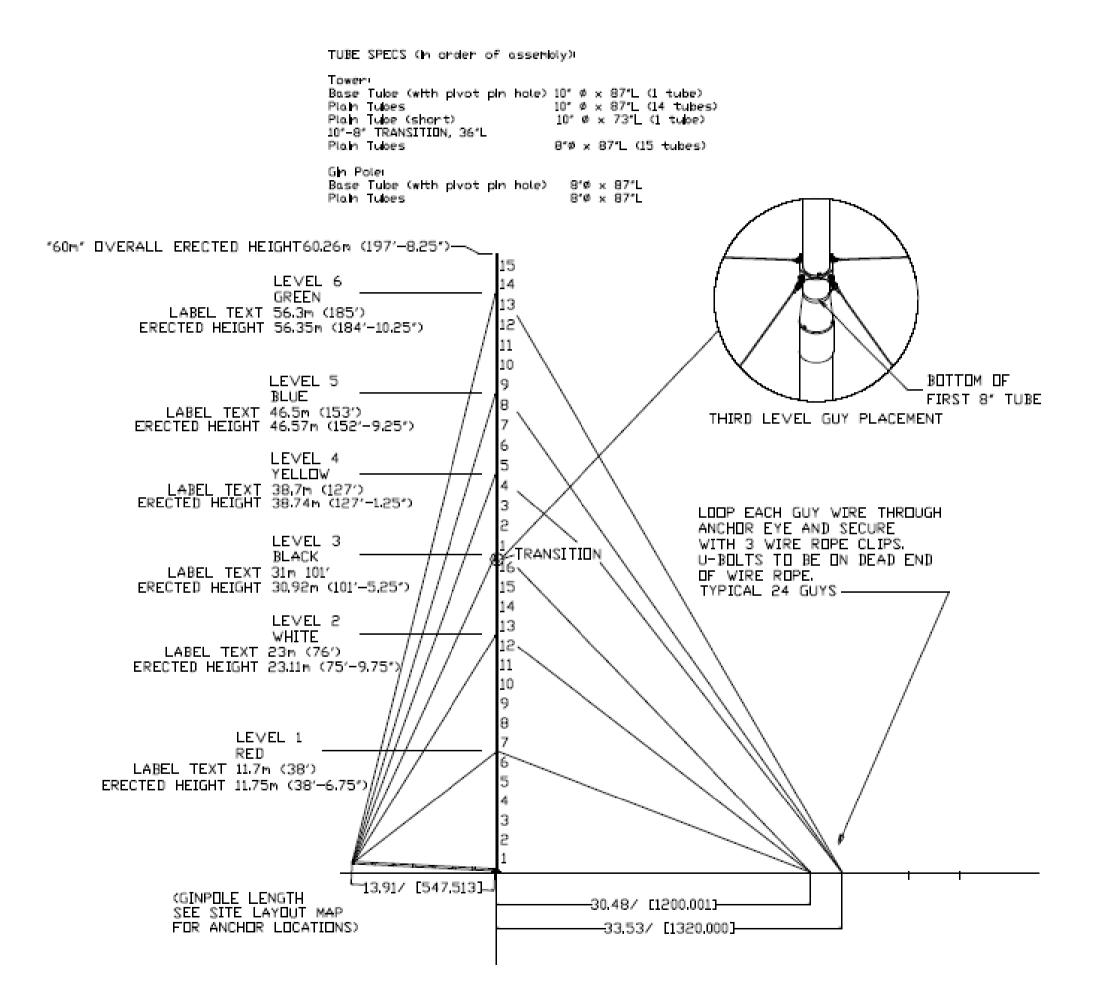


60m XHD Tower: Standard Footprint Overhead



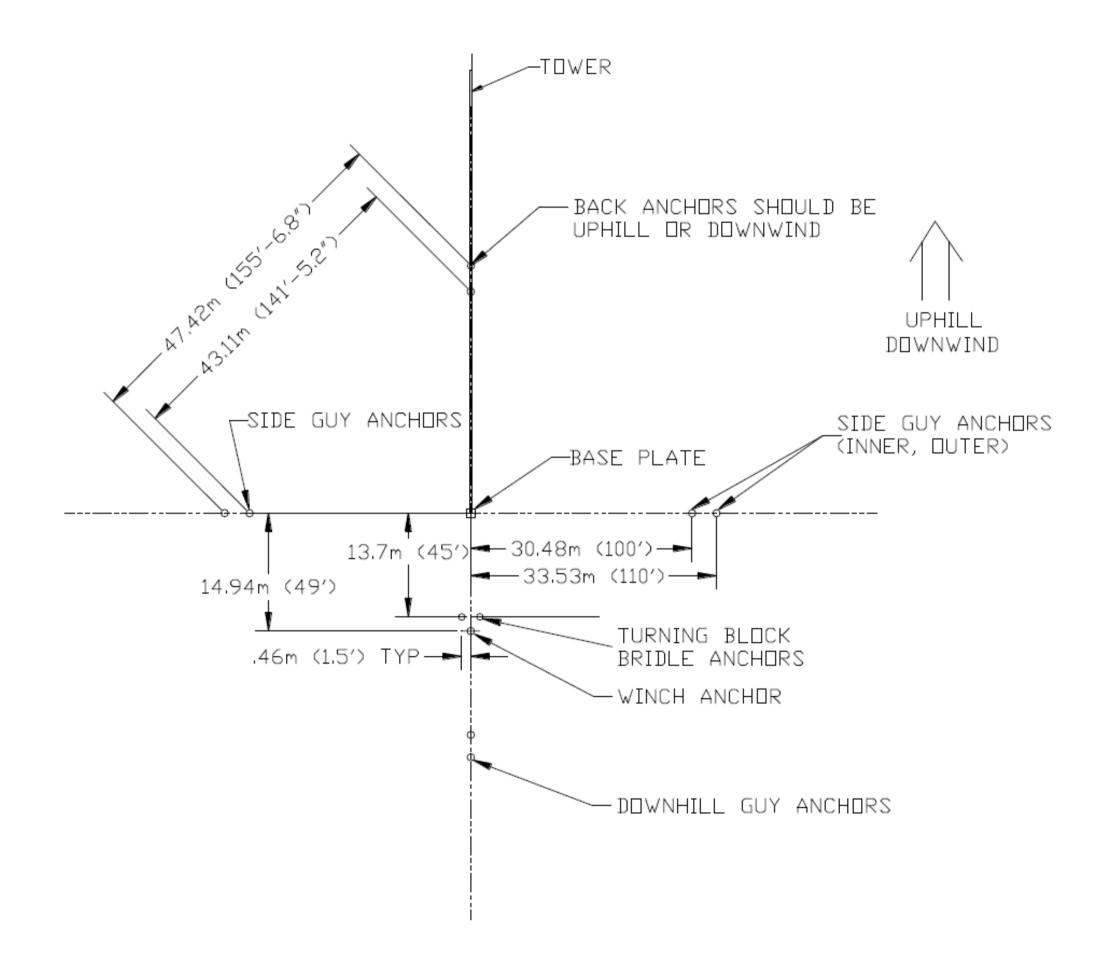


60m XHD Tower: Small Footprint Elevation Profile





60m XHD Tower: Small Footprint Overhead





Applying for a Conditional Use Permit in San Juan County

The term "conditional use permit" refers to a land use which would not be permitted under normal regulations of a zoning district, however, the proposed use may be acceptable within the zoning district if development of the use complies with special conditions provided by the Planning Commission. Specified conditions associated with a conditional use permit (CUP) may only be amended by the Planning Commission. The conditional use permit is revocable by the County if any of the conditions are violated or not met with certain time frames.

Overview:

Conditional use permit applications are reviewed by the Planning Commission and San Juan County staff to determine compliance with the following county code:

Chapter 6, 6-4. Determination

The Planning Commission, or upon authorization, the Zoning Administrator, shall approve a conditional use to be located within any district in which the particular conditional use is permitted by the use regulations of this Ordinance. In authorizing any conditional use the Planning Commission shall impose such requirements and conditions as are necessary for the protection of adjacent properties and the public welfare. The Planning Commission shall not authorize a conditional use permit unless the evidence presented is such to establish:

- (1) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; and
- (2) That the proposed use will comply with intent, spirit, regulations and conditions specified in this Ordinance for such use and the zoning district where the use is to be located, as well as make the use harmonious with the neighboring uses in the zoning district.
- (3) The Planning Commission shall itemize, describe, or justify the conditions imposed on the use.

Submittal Deadline:

Application for a conditional use permit must be submitted to the San Juan County Planning and Zoning Department, 117 S. Main Street, Monticello by 10:00 a.m. at least three (3) weeks prior to the intended date the application is to be considered

by the Planning Commission. Incomplete applications may delay processing of the application and subsequent scheduling of public hearings.

Meeting Dates:

Who? San Juan Planning and Zoning Commission When? 2nd Thursday of each month at 7:00 p.m.

Where? San Juan County Administration Building, Room 200 - Old

Commission Chambers, 117 South Main Street, Monticello, Utah.

Application Fee (non-refundable)

□ Conditional Use Permit:

See Fee Schedule

Application Process:

- Step 1. Contact the Planning and Zoning Department Staff. Meet informally with a member of the Planning and Zoning Department staff to discuss your proposal and review the issues, procedures and fees associated with the application.
- **Step 2. Submit Application:** For all conditional use permit applications please submit the following:
 - □ Completed Conditional Use application form.
 - Property Owner's Affidavit (i.e. a written statement made before a notary). For your convenience, and affidavit has been provided on the back of the application form.
 - ☐ If the property owner is to be represented by an "agent" during meetings with the County, please complete and submit the Agent Authorization form (also provided on the back of the application form).
 - □ Payment of application fee.
 - Three (3) copies of a legible site plan proposal. The site plan should include the following information:
 - ☐ Include the project name and exact street address, if possible.
 - Accurate dimensions of the subject property, drawn to scale (i.e. 1"=10', 1"=30', etc.) with north arrow and date of drawing. Sheet size should be a minimum of 18"x24".
 - Property lines, adjoining streets or roads, right-of-ways, waterways, easements, etc. with dimensions.

- Location and dimension of existing and proposed buildings, entries and exits, driveways, parking areas, landscape areas, sidewalks, retaining walls, fences, exterior lighting, etc.
- Location of existing property features such as streets and roads, canals, ditches waterways, hillsides, wetlands, flood plain, etc.
- Three (3) copies of floor plans. Include both existing and proposed floor plans. Indicate the scale (i.e. 1/8"=1', 1/4"=1', etc.) used on the plans.
- Three (3) copies of building elevations. These must be dimensioned to show an accurate representation of the proposed building. Provide a summary of the type of building materials which will be used for all structures. Indicate the scale (i.e. 1/8"=1', 1/4"=1', etc.) used on the elevation.
- Submit (1) copy of reduced 8 $1/2 \times 11$ inch copy of all development plans.
 - *All plans submitted with the application will not be returned to the applicant and are the property of San Juan County
- Step 3. Attend the Planning Commission Meeting. The applicant will be sent a copy of the Planning Commission agenda and staff recommendation in advance of the meeting date. Information on the agenda will give the date, time and place of the meeting. The applicant or an authorized representative must be in attendance at the meeting. If no applicant is present, the Planning Commission will move on to the next agenda item. It will be up to the applicant to reschedule another heating date. The applicant should be prepared to present the proposal in detail and answer questions from the Planning Commission members and other interested parties. An application may be "tabled" or "continued" if the Planning Commission needs additional information or time to consider the application. Otherwise, the Planning Commission will make a motion to approve or deny the request.

Appeal of Planning Commission Decision:

Anyone aggrieved with a decision of the Planning Commission may appeal the decision to the Board of County Commissioners. The appellant may be applicant, neighboring property owner, an effected resident, or even the County itself. Appeals must be in writing and received by the County Administrator within thirty (30) days of the

Planning Commission decision. Appeal requests must contain all documents and must state the reason(s) for the appeal. Payment of a fee is required at the time of filing.

Conditional Use Permit Issuance:

Following the approval of the conditional use permit by the Planning Commission, the permit will be issued in a letter to the applicant. The letter will state with specificity the conditions of the permit approval. This document should be retained in the records of the property owner or applicant. All conditions outlined in the permit must be maintained in order for the permit to remain valid and in effect.

Expiration of Conditional Use Permit:

Approval of the conditional use permit application by the Planning Commission will expire one (1) year after the date of approval unless there has been substantial action on the CUP (i.e. obtained a building permit) by the applicant. The Planning Commission may grant one extension up to six (6) months, when it is deemed in the public interest.

SAN JUAN COUNTY CONDITIONAL USE PERMIT APPLICATION

Type of Application (check all that apply): New Construction × Land Use Change Addition Appeal Subject Property Location or Address: Parcel 32S24E2555400 Parcel Identification Number: 32S24E2555400 Parcel Area: 160.44 ac Current Use: Agricultural N/A Zoning Classification: Agricultural Floor Area: Applicant Name: Latigo Wind II, LLC Mailing Address: 282 Century Place, Suite 2000 City, State, ZIP: Louisville, CO 80027 Daytime Phone #: 540-323-2065 Fax#: Email Address: scott.schutte@AES.COM Business Name (If applicable): AES Clean Energy Property Owner's Name (If different): Joshua and Michelle Baird Property Owner's Mailing Address: PO Box 761 City, State, ZIP: Monticello, UT 84535 Daytime Phone #: 435-459-3038 Fax#: Describe your request in detail (use additional page(s) if necessary: Latigo Wind II, LLC is requesting a building permit to install a 60-meter meteorological tower in San Juan County. Location and drawings are provided in additional documentation. Authorized Signature: _ Scott Schutte Date: 11/19/2024

Property Owner's Affidavit

application; that I (v	ve) have read the applications; and that said cont	•	, being first duly operty involved in this and other exhibits and are ue and correct based upon
Owner's Signature		Owner's Signatu	are (co-owner if any)
State of Utah County of San Juan) :)		
Subscribed and swo	rn to before me this	day of	, 20
		Notary Public Residing in My Commission	n expires:

Agent Authorization

I (we)	, the owner(s) of the
real property located at	
in San Juan County, Utah, do hereby app	
as my (our) agent to represent me (us) w described real property, and authorize	ith regard to this application affecting the above mmission considering this application.
to appear before any County board or co	mmission considering this application.
Owner's Signature	Owner's Signature (co-owner if any)
State of Utah)	
: County of San Juan)	
On the day of	, 20, personally appeared before me the signer(s) of the
above Agent Authorization who duly ack	nowledge to me that they executed the same.
	Notary Public
	Residing in
	My Commission expires:

Property Owner's Affidavit

I (we) Josh and Michello, Bollo, being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.
Owner's Signature (co-owner if any)
Owner's Signature
State of Utah)
County of San Juan)
Subscribed and sworn to before me this 27 day of November, 2024.
NOTARY PUBLIC Derryl R Jack 722800 My Commission Expires 02/28/2026 STATE OF UTAH Notary Public Residing in

Agent Authorization

I (we) Josh and Michell Dale	the owner(s) of the
real property located at \$\alpha\$ 32824 \E 2555400	
in San Juan County, Utah, do hereby appoint	
as my (our) agent to represent me (us) with regard to this	application affecting the above
described real property, and authorize	,
to appear before any County board or commission consider	ering this application.
to appear obtain any country country or and or commission country	
716//	
(fel / Trunk St.	101001 501101
Orangelo Signatura	er's Signature (co-owner if any)
Owner's Signature Owner	r's Signature (co-owner it arry)
Charles Cart 1	
State of Utah)	
County of San Juan)	
On the 27 day of November, 2024, po	ersonally appeared before me
Josh and Michelle Baird	the signer(s) of the
above Agent Authorization who duly acknowledge to me	hat they executed the same.
	1 1
The state of the s	Domest R. Sank
Notar	y Public
NOTARY PUBLIC Resid	ing in Man from UT ONES
Derryl R Jack Resid	ing in Monticello UT 84539 ommission expires: 2-28-2026
722800 My Commission Expires	ommission expires: 2-28-2026
02/28/2026	
STATE OF UTAH	



FW: Payment Receipt

Scott Schutte <scott.schutte@aes.com>
To: "Bushnell, Kristen" <kbushnell@sanjuancounty.org>

Hi Kristen,

I submitted the application online and paid the fee. Let me know if you need anything else.

Receipt of payment is below.

Scott Schutte

AES Clean Energy

282 Century PL #2000 | Louisville, CO 80027

Email: scott.schutte@aes.com

Mobile: 540-323-0265



From: CORE Payments <noreply.corepay@corebt.com> Sent: Wednesday, November 20, 2024 9:53 AM
To: Scott Schutte <scott.schutte@AES.COM> Subject: Payment Receipt

CAUTION: This email originated from outside AES. Do not click links or open attachments unless you recognize the sender.



Building Department

If you are having problems viewing this email, click here to view online.

This payment, if successful, will settle to your financial institution within one business day of processing. Please allow a few days after that for it to post to your San Juan County Building Department account. In the event that this payment is returned unpaid for any reason, you understand that a collection fee of the amount allowed by the state may be electronically debited from your account.

If you have any questions please call San Juan County Building Department at 435-587-3829.

Note: It is your responsibility to cancel future payments if, for any reason, you no longer have responsibility for them.
Payment processing for San Juan County Building Department provided by CORF Payments.

Name of Payee: San Juan County Building Department

Name of Payee: Your statement will describe your payment as 'CBT'San Juan Building' and the service fee transaction as 'CBT'SVC FEE SAN JUAN'.

Name of Payer: Scott Schutte

Permit Number: 000000

Credit/Debit Card #: V*3422

Processing Fee: \$25.00

Name on Credit/Debit Card: Scott Schutte

Amount: \$1,000.00

Total: \$1,025.00

Category: Building Dept

Processing Date: 11/20/2024

Confirmation #: 673df7c5-SIP-92077

Authorization Code: 07645I-07665I

Transaction ID: Event-5070

Instructions: Thank-you.



LEGISLATIVE STAFF REPORT

MEETING DATE: February 13, 2025

ITEM TITLE, PRESENTER: Consideration and Approval of a Conditional Use Permit for EG Orion

Solar Project, Dale Harris, Enfinity Global

RECOMMENDATION: Make a motion approving the Conditional Use using the findings and

conditions as provided by staff (state each condition as part of the motion).

Make a motion denying the Conditional Use based on findings of fact due to the following reasons: (statements of findings for substantial evidence).

SUMMARY

In January 2025, the county received a request for a conditional use permit from Enfinity Global to develop a utility scale solar project on the parcels below. The project will consist of approximately 199 megawatts alternating current solar photovoltaic renewable energy facility, with 400 megawatt-hours of energy storage, and an onsite project substation. This project will connect the facility output to the existing 345 kV transmission line between Pinto and Huntington Substations owned by PacifiCorp.

Property:

Parcels: #32S24E080000 / #32S24E056600 / #32S24E090600 / #32S24E160000 / #32S24E106000 / #32S24E107800

collectively 1,720 acres

Current Zoning:

This parcel is currently zoned as Agricultural as per 2013 Zoning Map

ORDINANCE SECTIONS

The Agricultural Zone is designated to promote and preserve, in appropriate areas, conditions favorable to agriculture and to maintain greenbelt open spaces. Such districts are intended to include activities normally and necessarily related to the conduct of agricultural production and to provide protection from the intrusion of uses adverse to the continuance of agricultural activity.

Renewable Energy (solar) is considered a Conditional Use in the Agricultural (A-1) Zone as per the 2011 Zoning Ordinance. By definition, a CONDITIONAL USE is a land use that, because of its unique characteristics or potential impact on the county, surrounding neighbors or adjacent land uses, may not

be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

In authorizing any Conditional Use, the Planning Commission shall impose such requirements and conditions as are necessary for the protection of adjacent properties and public welfare. Ther Planning Commission shall not authorize a Conditional Use Permit unless the evidence presented is such to establish:

- (1) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; and
- (2) That the proposed use will comply with the intent, spirit, regulations, and conditions specified in the Ordinance for such use and the Zoning District where the use is to be located, as well as make the use harmonious with the neighboring uses in the Zoning District; and
- (3) The Planning Commission shall itemize, describe, or justify the conditions imposed on the use.

Possible Conditions May Include:

- Original signatures of all property owners and applicant must be filed with the Planning Administrator.
- Prior to construction, the applicant shall apply for and receive a San Juan County building permit.
- The applicant shall apply for, receive, and maintain a San Juan County business license and be subject to regular inspections associated with the business license to include a review of compliance with the CUP conditions.
- The construction and operation of the solar project shall comply with the International Fire Code and the San Juan County Fire Policy and be subject to inspection by fire authorities.
- The solar project shall be operated in compliance with federal regulations.
- Life of the project and final reclamation plan shall be signed as an agreement with the property owners. This permit shall be null and void if the solar project is abandoned or the solar panels are not maintained for 90 days. After abandonment or non-maintenance, the solar panels and all infrastructure shall be removed at owner's expense.
- Any neighbor or adjacent property owner or person reasonably expected to be at or near the
 facility during construction, maintenance, or other activity which has the potential to harm
 an individual shall be informed of the activity and provided with safety information, as
 appropriate.
- The facility shall be kept clean and free from rubbish, flammable waste material or other noxious or nuisance substances.

Conditional Use Permit (CUP) Application Package

EG Orion Solar Project

December 2024

For Submittal to:

San Juan County Planning & Zoning and Building Department

117 S. Main Street P.O. Box 9

Monticello, Utah 84535

Prepared by:

EG US Devco LLC

2 S Biscayne Blvd, 32nd Floor
Miami, FL. 33131



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1. Introduction

Enfinity Global (d/b/a EG US Devco LLC) is pleased to submit this Conditional Use Permit (CUP) Application Package for the proposed Orion Solar Project (Project) - Solar PV, battery energy storage system (BESS) and associated Project substation. The Project will consist of an approximately 199 megawatts alternating current (MWac) solar photovoltaic (PV) renewable energy facility, 400 megawatt-hour (MWh) of energy storage, an onsite Project substation, and will occupy approximately 1,723 acres, in San Juan County, Utah. The Project will connect the facility output to the existing 345 kV transmission line between Pinto and Huntington Substations owned by PacifiCorp.

The proposed Project site is located approximately 9.4 miles north of Monticello, Utah; east of Highway 191 and north of County Road 331. The Subject Property consists of 1,723 acres in Township 32 South, Range 24 East, Sections 5, 8, 9, 10, and 16. The Project Area consists of three private landowners that are currently using the property for agricultural and ranching operations.

Orion Solar Energy Facility, LLC representatives met with Mark McDonald, San Juan County Chief Administrative Office on September 26, 2023, to review the proposed Project.

EG US Devco LLC is pursuing this project in anticipation of the sale of power to a utility serving Utah. The Project Area is ideal due to the solar resource, topography, and proximity to a point of interconnection. The Project will support economic development through job creation, taxes, and construction activity in San Juan County, as well as assist in meeting Utah's renewable energy portfolio standard goals.



2. Property Information

2.1 Project Location

The proposed Project site is located approximately 9.4 miles north of Monticello, Utah; east of US Highway 191 and north of County Road 331. The Project facility site is located on 1,723 acres on eight parcels with Assessor's Parcel Numbers (APNs) shown in the table below. Refer to Figure 1 showing the Project map.

The Project is in the Monticello Upland ecoregion within the Colorado Plateaus ecoregion (Woods et al. 2001). This region is defined by gently sloping uplands blanketed by deposited eolian material. Soils are characterized by deep, silty Mollisols that can retain enough moisture. These soils sustain dryland farming for winter wheat and pinto beans. Shallow or stony soils are found along the rims of benches and minor escarpments, which support pinyon-juniper woodland. The detailed legal description of the Project Area is described in the Title Commitment Report attached as Appendix A.

Table 1: Land Parcel Description

Owner Name	Parcel ID
James T. and Linda C. Boulden	32S24E080000
(Basin Land & Livestock FLP)	32S24E056600
	32S24E090600
Richard D. Francom	32S24E160000
	32S24E106000
	32S24E090000
Trent and Russell Schafer	32S24E102400
	32S24E107800

2.2 Project Area Zoning and Land Use Designations

The Project Area consists of private landowners that are currently using the property for agricultural and ranching operations. No state or federal lands are present adjacent to the Project Area. Primary land cover within and adjacent to the Project Area is cropland and grassland/herbaceous. Existing structures within the Project Area include high-powered transmission lines (PacifiCorp 345kV) and County roads.

The Project Area and adjacent parcels fall within Agriculture (AG) zoning district. In accordance with the San Juan County Zone Use Table (Addendum B) Regulations, a solar PV facility is allowable use with a Conditional Use Permit (CUP) within the AG zoning district.

Current Use

The Subject Property is currently used for grazing cattle while most of the land is undeveloped rangeland.



Past Use of Site

Based on a review of aerial photographs, the Project Area was primarily rangeland and grazing pastures with some scattered cropland since 1937, with an increase in agricultural activity until 1950. Since 1950, agricultural fields appear to have reverted back to rangeland until the present day. A few pond features observed on the aerial photographs suggest that parts of the Project Area were used for grazing cattle.

Adjoining Properties and Surrounding Area

Lands adjacent to the Project Area are used for homesteads, agriculture, and rangeland as follows:

- North Rangeland.
- Northeast Rangeland.
- East Agricultural fields, homestead, and rangeland.
- Southeast Rangeland.
- South Homestead, pastures, and rangeland.
- Southwest Homestead, agricultural fields, and rangeland.
- West Homestead, agricultural fields, and rangeland.
- Northwest Rangeland.

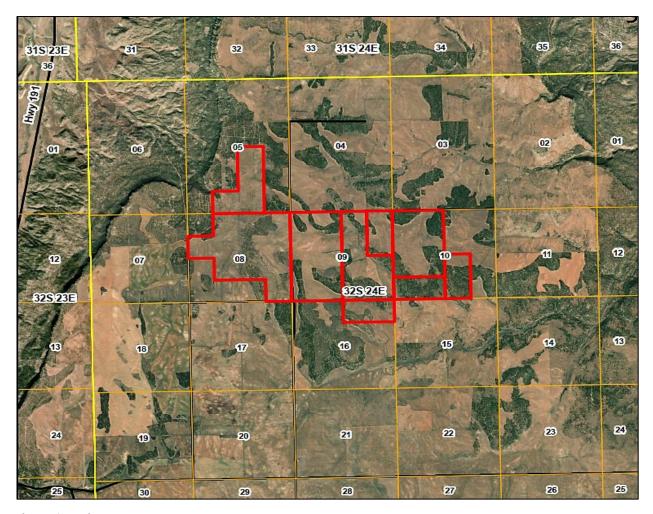


Figure 1: Project Map



3. Project Information

The overall Project will involve the construction and operation of a 199 MWac solar photovoltaic (PV) electric generation, 400 MWh energy storage facility and facility substation interconnecting to the existing 345 kV transmission line between Pinto and Huntington Substations owned by PacifiCorp.

3.1 General Description of Structures and Roads

Sturgeon Road (County Road 320) runs north to south through the west side of the Project Area. Schafer Road (County Road 330) runs east to west along the northern border of the Project Area until it connects to County Road 320. Tarb Cuoff (County Road 321) extends west from County Road 320, south of the Project Area, and merges with Tarb Road (County Road 321). Tarb Road runs north, from the merge point of County Road 321 to the west corner of the Project Area. A network of two-track roads extends across the Project Area.

A 345kV overhead transmission line runs north to south through the west part of the Project Area, adjacent to a second overhead transmission line (138kV). A third overhead transmission line (69kV) runs north to south, west of the Project Area along Tarb Road. All three (3) transmission lines are owned by PacifiCorp.

3.2 Facility Description

The solar field will consist of PV solar panels mounted on a single-axis tracking (SAT) system supported by driven pile foundations (or equivalent) with minimal anticipated ground disturbance required. The proposed facilities largely consist of installed solar field equipment and perimeter fencing. The SAT system aligns the panels in rows that rotate to face east in the morning hours and west in the afternoon hours, tracking the sun along a north/south axis to maximize solar energy production. At their highest point, the top edge of the PV panels will be approximately 8 to 10 feet above ground level depending on spot topography.

The Project will utilize UL-listed, commercially available crystalline silicon PV modules. The final quantity of PV solar panels will be determined during final engineering with the availability of detailed technical and engineering studies. Inverters and associated transformers, for the purpose of converting the DC electricity from the modules to AC electricity for the grid, will be installed throughout the site on concrete equipment pads. Impervious areas are limited to pile foundations, equipment pads, substation, and access roads.

The proposed energy storage system will be housed in storage enclosures. The battery storage enclosure design will each be approximately 20 feet long, 8 feet wide, and have a height of about 10 feet. The associated inverters, transformers, and switchgear will be located immediately adjacent to the enclosures on concrete pads. Selection of the enclosure will be determined by considering equipment efficiency performance during the detailed engineering design.

The energy storage equipment enclosures will be designed with a fire rating in conformance with national, state, and local standards. The enclosure will also have heating, ventilation, and air conditioning (HVAC) cooling with batteries to maintain energy efficiency. Power to the HVAC, lighting, etc. will be provided via a connection to the on-site station service transformer. The energy storage system will be un-staffed and will have remote operational control and periodic inspections/maintenance performed as necessary.

The facility substation will comprise of a main power transformer, HV circuit breakers, auxiliary transformer and revenue meter. Energy generated by the PV array will be stepped up through the main power transformer and will be delivered to the existing 345 kV transmission line between Pinto and Huntington Substations owned by PacifiCorp. The number and height of the poles as well the type of conductor will be finalized during detailed design. The access to the Project site shall be via County Road 320 which is further connected to US Highway 191.

Gated and locked access points will be provided for the Project site and will always allow for first responder access. Internal access roads to major equipment pad locations will be all weather to ensure first responder access and circulation for operations and maintenance. The Project fence would be eight feet in height, have round capped posts and smooth top and bottom wire (no barbed wire) so that wildlife is not impaled. Lighting installed for the Project would be designed to provide minimum illumination needed to achieve safety and security and would be downward facing and shielded to focus illumination on the desired areas only. Security lighting may be provided at the facility substation, inverters, and the point(s) of access. The Project Area would not be lit at night to minimize wildlife attraction to project infrastructure and limit impacts to hunting, migration or other activities of wildlife.

The key components associated with this Project are:

- Facility substation, consisting of main power transformer, HV circuit breakers, auxiliary transformer and revenue meter.
- PV single-axis tracker (SAT) system and other associated electrical equipment;
- Energy storage batteries;
- Power conversion stations, consisting of inverters and medium voltage transformers;
- Underground collector lines;
- Internal access roads;
- Security fencing;
- Safety lighting;
- Emergency Response Plan/Fire Suppression System

3.3 Project Development Schedule

Construction of the proposed Project is anticipated to begin in Q4-2027, with the Project being operational in Q4-2029. It is anticipated that construction of the Project would take approximately 24 months to complete. The Project development schedule is shown in Table 2.

Table 2: Project Development Schedule

Activity	Proposed Timeline
Pre-construction: permitting, interconnection agreement, design, and Engineering, EPC contractor selection	Q4 2023-Q2 2027
Mobilization	Q3 2027
Start of construction	Q4 2027
Site grading and fencing	Q4 2027
Solar array and energy storage installation	Q1 2028
Project substation construction	Q1 2029
Facility Energization	Q3 2029
Commercial Operation	Q4 2029

3.4 Overview of Typical Construction Activities

Construction activities would primarily consist of site preparation, including installation of stormwater and erosion control measures, grading and civil work, equipment installation, material deliveries, and commissioning and equipment testing. The Project construction would generate temporary traffic, which would primarily consist of the delivery of construction equipment, vehicles, and materials, as well as daily construction worker trips. Most of the equipment (e.g., solar panels, inverters, tracker steel, transmission poles, substation circuit breakers, and substation steel) would be delivered to the Project site in standard widths and lengths by vans or covered flatbed trailers. Substation equipment, inverter enclosures, and pile drivers may be delivered to the Project site on wide-load trailers.

The Project will require water during construction activities primarily for fugitive dust control. The Project will haul water from a licensed water purveyor. The Project water usage would be a less intensive use of water supplies compared to the historical agricultural production activities.

Installation of the Project would be accomplished in the following steps:

- Grading, staking, and fencing;
- Clearing of the right-of-way;
- Construction of access roadway;
- Installation of solar arrays;
- Construction of facility substation;
- Reclamation required by San Juan County and/or participating landowner(s).



3.5 Overview of Operation Activities

Maintenance of the Project would require regular but occasional visual inspections, equipment servicing, and minor repairs. Overall, minimal maintenance requirements are anticipated, as the SAT systems would operate independently with less human involvement required. Power electronics would be serviced annually or bi-annually depending on the equipment type. On intermittent occasions, the presence of several workers may be required if major repair or replacement of equipment is necessary. However, due to the nature of the Project, such maintenance activities are anticipated to be infrequent. Onsite vegetation would be managed by typical landscape maintenance techniques, including the application of herbicides and manual weeding. All open and unlandscaped portions of the Project site would be maintained in good condition, with weeds, trash, and debris routinely removed from the site.

Once the solar panels are installed, the panels would operate during daylight hours, seven days per week, 365 days per year. Security would be maintained through an 8-foot-high fencing with round capped posts and smooth top and bottom wire installed along the perimeter of the entire Project site. Access points would be locked and accessible which would allow emergency response personnel and operations and maintenance workers rapid entrance to the Project site. The Project will require water during operations for panel washing operations. The Project will haul water from a licensed water purveyor. The Project water usage would be a less intensive use of water supplies compared to the historical agricultural production activities. Anticipated commercial operation is by Q4-2029 with decommissioning commencing at the end of the life of the Project.



4. Environmental Analysis

The following sections describe the evaluation and analysis of environmental and technical conditions on the site. Assessments involve reviewing available data, reports, literature, and planning documents, and onsite investigations by an engaged Professional environmental consultant.

4.1 Geology and Soil Resources

The Project Area is located within the Cretaceous sedimentary rocks in southeastern Utah unit, which consists of sandstone and shale, and the Quaternary eolian deposits unit.

The Natural Resources Conservation Service's (NRCS) Web Soil Survey Geographic database was used to identify soil series intersecting the Project Area. A total of five soil series were identified in the Project Area. All soils were classified as non-hydric.

Soils mapped within the Project Area include

- Northdale loam, low rainfall, 0 to 6 percent slopes (50.2%),
- Montvale very rocky very fine sandy loam, 2 to 25 percent slopes (44.2%),
- Northdale loam, low rainfall, 6 to 10 percent slopes (4.8%),
- Bond-Rizno fine sandy loams, 3 to 15 percent slopes (0.8%), and
- Ustic Torriorthents-Ustollic Haplargids complex, 10 to 60 percent slopes (>1%).

The Project Area intersects with riverine intermittent streams (R4SBC) and palustrine channels (PABFh, PEM1Ch, PEM1Ah) in the south and in the northwest corner. Surface water appears to flow from northwest to southeast, towards South Canyon. In the northwest corner of the Project Area, groundwater appears to flow northwest, towards Peter's wash.

A review of topographic maps indicates that the highest point is near the northwest corner at approximately 7,100 feet above mean sea level (AMSL). The lowest point is in the southeast corner of the Project Area at approximately 6,940 feet AMSL. The Project Area is intersected by drainages in the northwest corner and the south. Elevation tends to increase with northwest travel with an elevation gradient of approximately 160 feet across the Project Area.

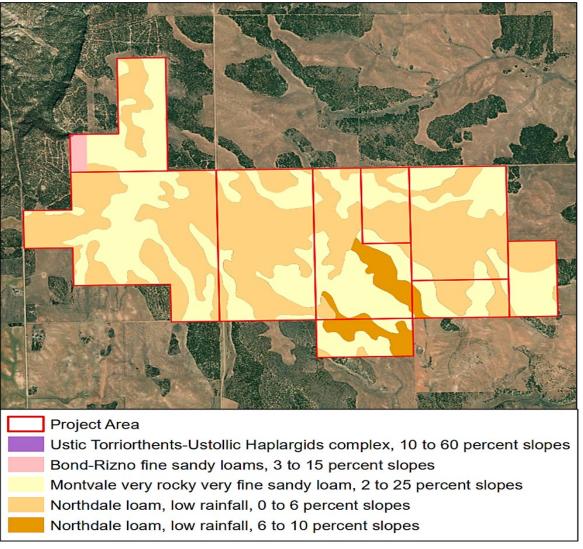


Figure 2: Soils Overview

No geological or soil conditions, including restrictive layers or erosion hazards, have been identified that would create a restrictive or hazardous effect from the Project implementation. The final design of the Project will be based on a geotechnical investigation of the Project Area. Temporary impacts on the soil are anticipated to occur during construction activities. Impacts on soils are expected to be limited to displacing and disturbing soils within the Project Area. Soil erosion would be controlled during construction by implementing the conditions of the National Pollutant Discharge Elimination System (NPDES), Construction General Permit, including an approved Stormwater Management Plan (SWMP). The SWMP would include both timing and staging construction practices to minimize erosion and specify best management practices (BMPs) to prevent any soil from leaving the Project Area via wind or water.

4.2 Surface Water

EG US Devco LLC has engaged Two Dot Consulting, LLC (2DOT) to conduct the analysis of surface water resources, including floodplain and wetland resources, in the Project Area.



4.3 Floodplains and Drainage

2DOT reviewed the Federal Emergency Management Agency (FEMA) National Flood Hazard Layer (NFHL) which indicates that the Project Area is located in an unmapped area (FEMA 2024).

Minimal grading would be required in certain areas to flatten steep areas and make them usable for the solar module installation. However, grading activities from construction are not expected to substantially alter drainage patterns compared to existing conditions. The Project could result in a minor increase in the amount of impervious cover from the installation of the solar panel modules and other equipment. Expected improvement of natural site vegetative conditions would ensure that the potential impacts from the described site alterations would have a less than significant impact.

Prevention of erosion and sedimentation is an important part of the construction process. A Utah Pollutant Discharge Elimination System (UPDES) construction storm water permit (for soil disturbances of an acre or more) will be obtained, and the associated Stormwater Management Plan (SWMP) will be developed prior to construction. As applicable, permanent, and temporary erosion and stormwater control features will be constructed to prevent the off-site transport of soils and will be described in the site-specific SWMP.

4.4 Wetlands

2DOT conducted wetland survey on the Project site to evaluate potential presence of apparent jurisdictional Waters of the U.S. (WOUS), including wetlands, as defined and regulated by federal authority under 33 CFR Parts 320-330.

Wetlands as defined by the U.S. Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers (USACE), in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands, (Federal interagency Committee for Wetland Determination, 1989), are "those areas that are inundated or saturated by surface or groundwater at a frequency and duration to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions."

2DOT performed on-site wetland delineation in April 2024. 2DOT delineated six wetlands, one ephemeral stream, and one swale within the Project Area based on desktop and on-site assessments.

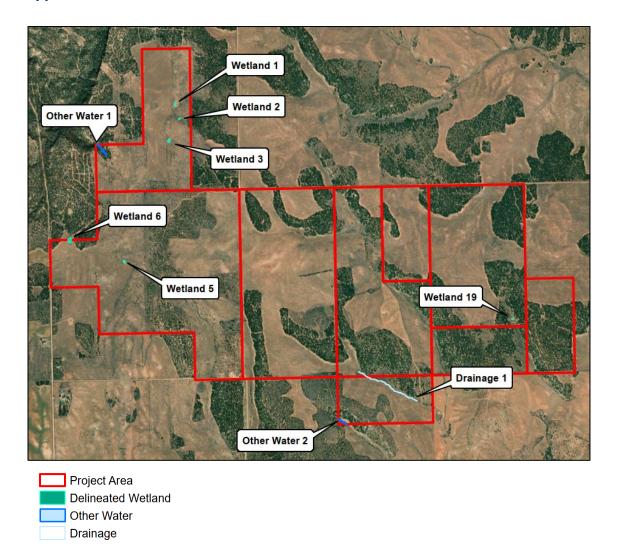


Figure 3: Delineated Wetlands

4.5 **Biological Resources**

I. Raptor Nest Surveys

2DOT completed three field surveys on April 8 - 11, April 30 - May 1, and May 28 - May 29, 2024. No active eagle or raptor nests were identified within the Study Area during all three surveys conducted in 2024. Due to the presence of potentially suitable raptor nesting habitat and nest structures within the Project Area, the Project developer shall conduct preconstruction raptor nest surveys to avoid any impacts to potential present raptors and adapt best management practices (BMP).

II. Burrowing Owl Surveys

2DOT conducted three early morning and late evening call-broadcast surveys at 10 observation points (01-10), during April 8-11, April 30-May 1, and May 28 - May 29, 2024, covering approximately 217 acres of suitable habitat within the Project Area. No Burrowing owls were detected at the 10 observation points across all three separate surveys.



4.6 Cultural Resources

AK Pioneer Consulting, LLC, engaged consultant, completed a file search at the Utah State Historic Preservation Office (USHP) and Utah Division of Arts & Museum (UDAM) database for eligible or listed National Register of Historic Places (NRHP) resources located within one mile of the study area of the Project. One inventory (U81UC0855) intersects the Project study area. No resources were recorded within that area. The inventories were conducted for mining, power lines, fuel reduction, uranium disposal, seismic lines, and transportation projects.

There are no known cultural resources within the Project study area. There are no historical markers within five miles of the Project. The closest markers are within the town of Monticello, approximately nine miles to the southwest (HMdb.org 2024). Those include markers for the Hyland Hotel, Monticello, Log Cabin, Old Log Church, Sod Roof Cabin, Cowboy Tack Shed, Veterans Memorial, and the Traveling Jail Cell.

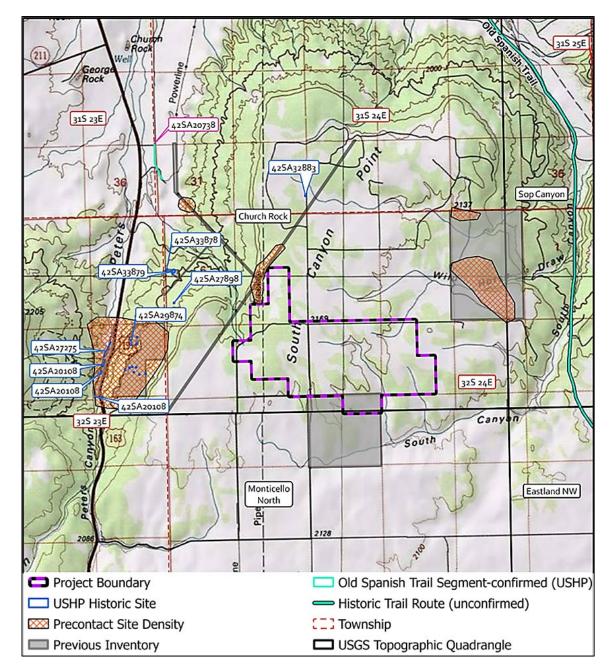


Figure 4: Previous inventories within one mile of the Project area

4.7 Noise

Given the rural nature of this area, normal background noise levels during operations are anticipated to be low (e.g., 20 to 40 decibels on an A-weighed scale [dBA]). Strong winds, traffic along County Road 320 and other nearby roads would add to the background noise levels (as indicated in Table 3). Project construction and operation would comply with San Juan County and/or Utah Noise Ordinances, as applicable.

Table 3: Noise levels by Source or Activity

Source/Activity	Indicative Noise level (dBA)
Threshold of Hearing	0
Rural night-time background	20-40
Quiet Bedroom	35
Car at 40 miles per hour	55
Threshold of pain	140

4.8 Air Quality

Solar energy generation facilities do not generate emissions of air pollutants or greenhouse gases during operations; therefore, no potential adverse impacts are anticipated that will require a detailed background assessment of local air quality. Short-term impacts on air quality could occur during the construction phase of the Project.

The Project will comply with the Utah Department of Environmental Quality (UDEQ) requirements for visible emissions, off- property transport, and off-vehicle transport of particulate matter for the site's activities, roads, and trucks.

4.9 Roads, Traffic, and Access

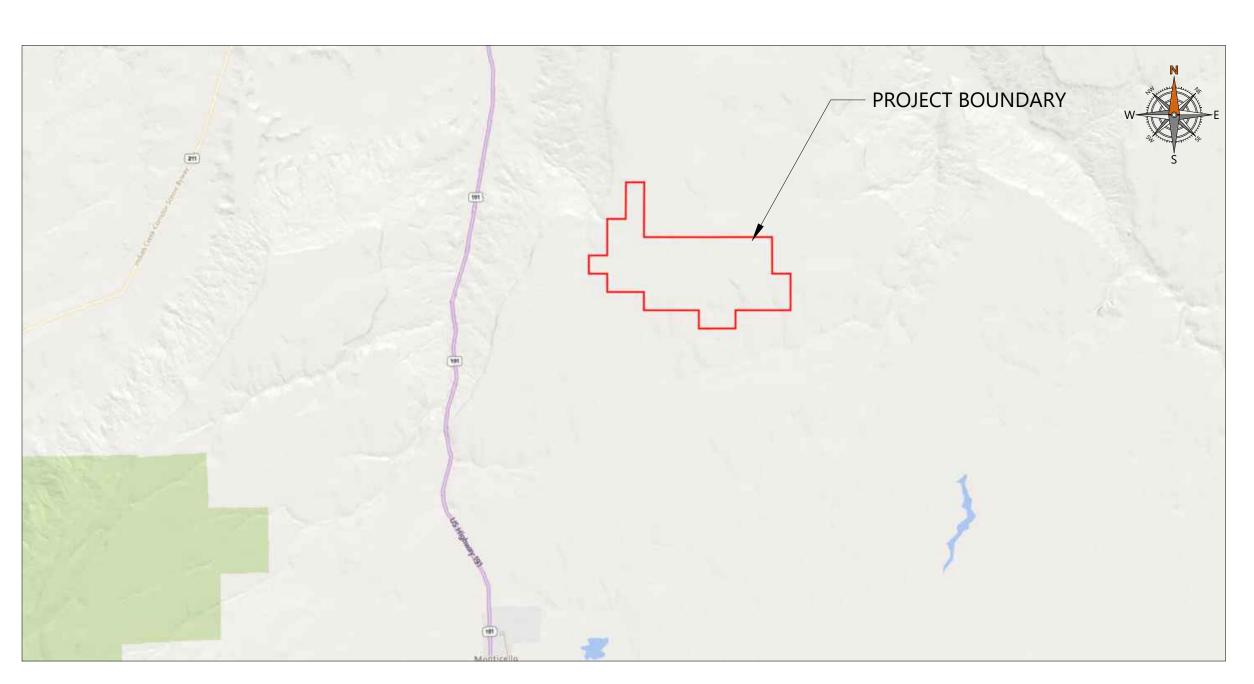
The Project may require a road use agreement with San Juan County Road Department to access the Project site from County Road 320 which is further connected to US Highway 191. EG US Devco LLC anticipates that the agreement shall be obtained during the Project pre- construction phase.

The Project Area is located in a remote area with generally little existing traffic. The Project would generate temporary construction traffic primarily consisting of the construction equipment and material deliveries, and worker vehicle trips. Most of the equipment (e.g., solar panels, inverters, tracker steel, transmission poles, substation circuit breakers, and substation steel) would be delivered to the Project site in standard widths and lengths by vans or covered flatbed trailers. Substation equipment, inverter enclosures, and pile drivers may be delivered to the Project site on wide-load trailers. The Applicant would comply with applicable permitting requirements for oversized loads. Maintenance of the Project would require regular but occasional visual inspections, equipment servicing, and minor repairs. During operations, the Project is not expected to result in significant impacts to traffic.

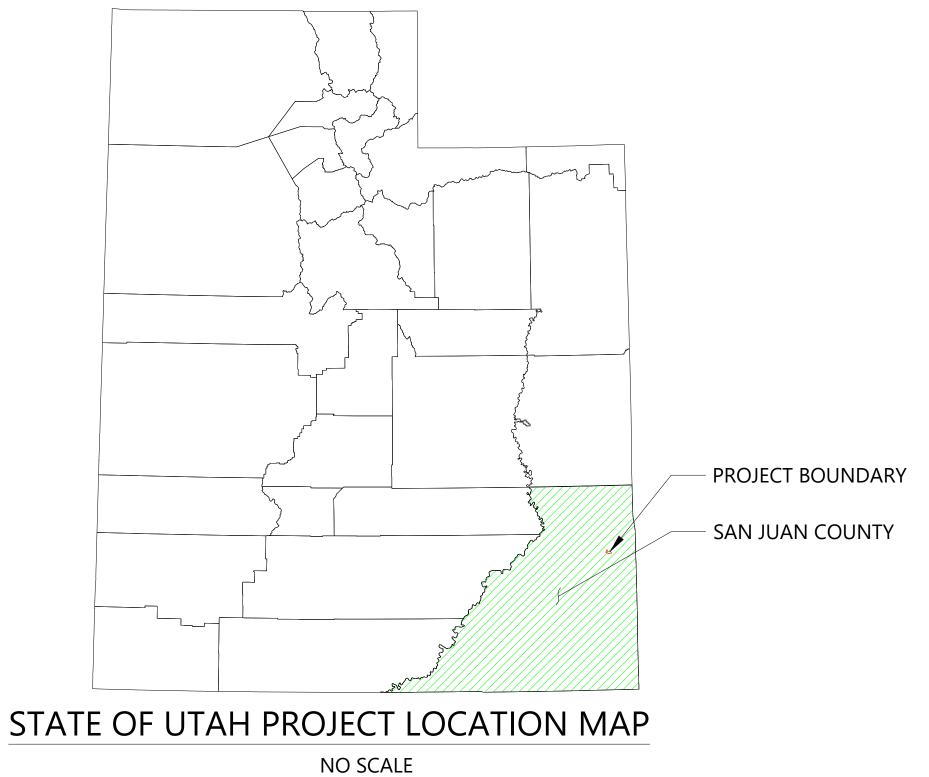


EG ORION SOLAR PLANT CUP PERMITTING PACKAGE

SAN JUAN COUNTY - TOWNSHIP 32 SOUTH, RANGE 24 EAST, SECTION 5, 8, 9, 10, 16



VICINITY MAP NO SCALE

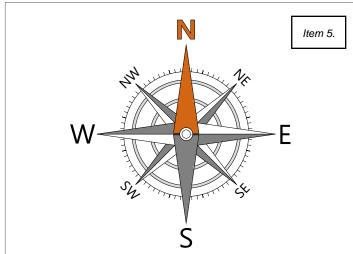


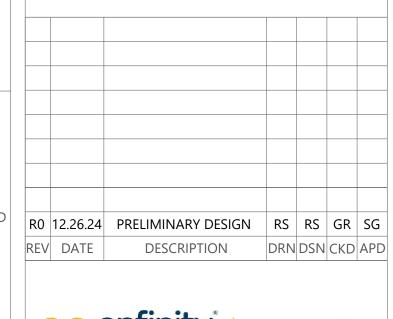


PROJECT MAP NO SCALE

APPLICANT

DEVELOPER	confinity* energy for life
PRIMARY CONTACT	TOM ANDERSON, HEAD OF DEVELOPMENT, AMERICAS 2 S BISCAYNE BLVD, 32 nd FLOOR MIAMI, FL. 33131 505-490-9877 TANDRESON@ENFINITY.GLOBAL





EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

EG ORION SOLAR PLANT

SAN JUAN COUNTY, UTAH

COVER PAGE

PROJECT NO.:

DRAWING NO.:

GD - 01

DATE: SHEET NO.: 12.26.2024 SCALE:

DRAWING INDEX

SL. NO.	DRAWING NO.	DRAWING TITLE	REVISION	DATE
01	GD - 01	COVER PAGE	0	12.26.2024
02	GD - 02	DRAWING INDEX	0	12.26.2024
03	ED - 01	PROPOSED LAYOUT KEY MAP	0	12.26.2024
04	ED - 02	PROJECT LEGAL DESCRIPTION	0	12.26.2024
05	ED - 03	PROJECT SITE PLAN	0	12.26.2024
06	ED - 04	CONCEPT PLAN	0	12.26.2024
07	ED - 05	DEVELOPMENT PLAN	0	12.26.2024
08	ED - 05	DEVELOPMENT PLAN SHEET-1	0	12.26.2024
09	ED - 05	DEVELOPMENT PLAN SHEET-2	0	12.26.2024
10	ED - 05	DEVELOPMENT PLAN SHEET-3	0	12.26.2024
11	ED - 05	DEVELOPMENT PLAN SHEET-4	0	12.26.2024
12	ED - 06	MVT ELEVATION PLAN	0	12.26.2024
13	ED - 07	BESS POWER STATION ELEVATION PLAN	0	12.26.2024
14	ED - 08	BATTERY CONTAINER ELEVATION PLAN	0	12.26.2024
15	ED - 09	345kV / 34.5kV SUBSTATION SECTION VIEW	0	12.26.2024
16	ED - 10	TRACKER ELEVATION PLAN	0	12.26.2024
17	ED - 11	FENCE PROFILE	0	12.26.2024
18	ED - 12	O & M BUILDING ELEVATION PLAN	0	12.26.2024

R0 12.26.24 PRELIMINARY DESIGN RS RS GR SG DRN DSN CKD APD DESCRIPTION

onergy for life energy for life

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EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

EG ORION SOLAR PLANT

SAN JUAN COUNTY, UTAH

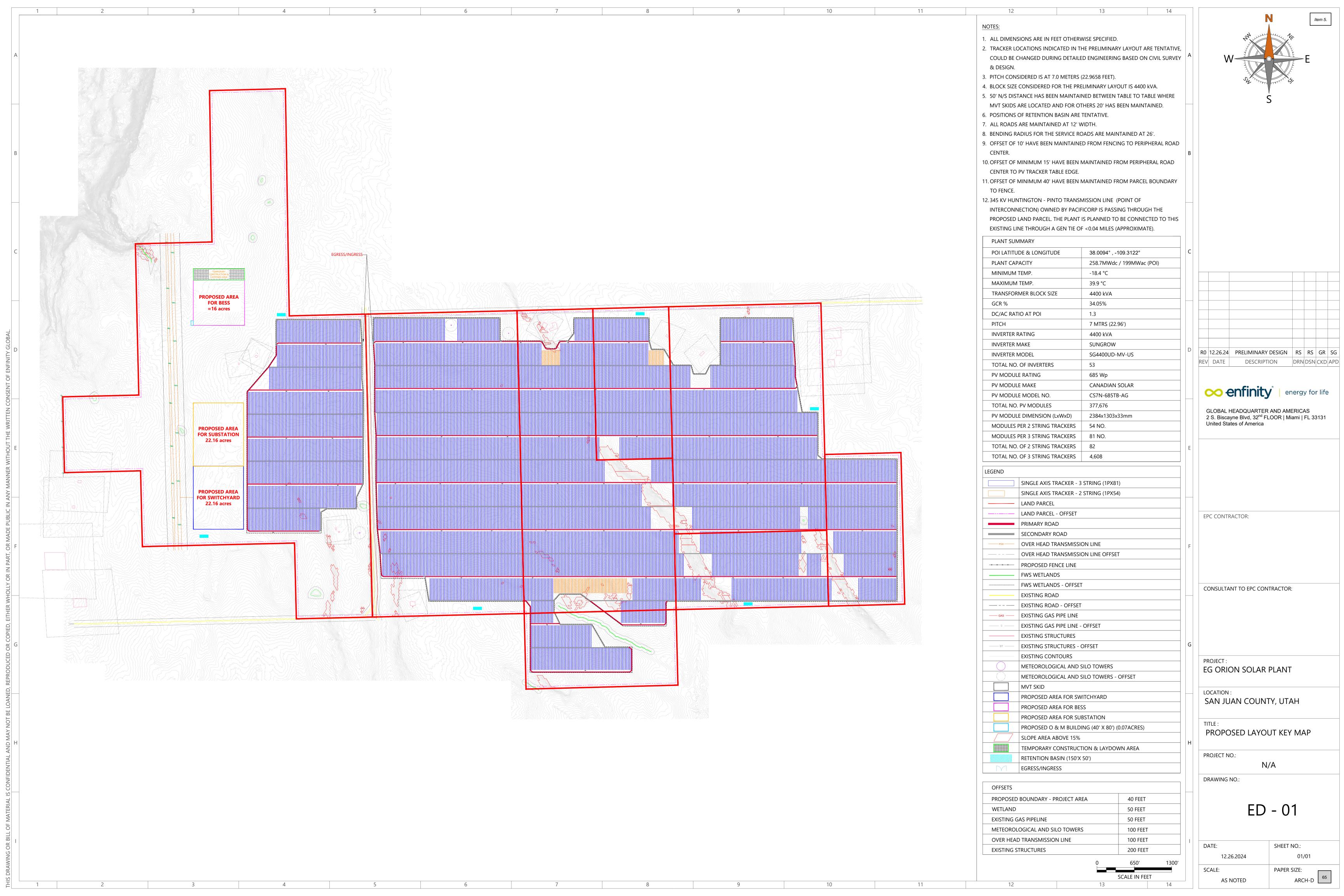
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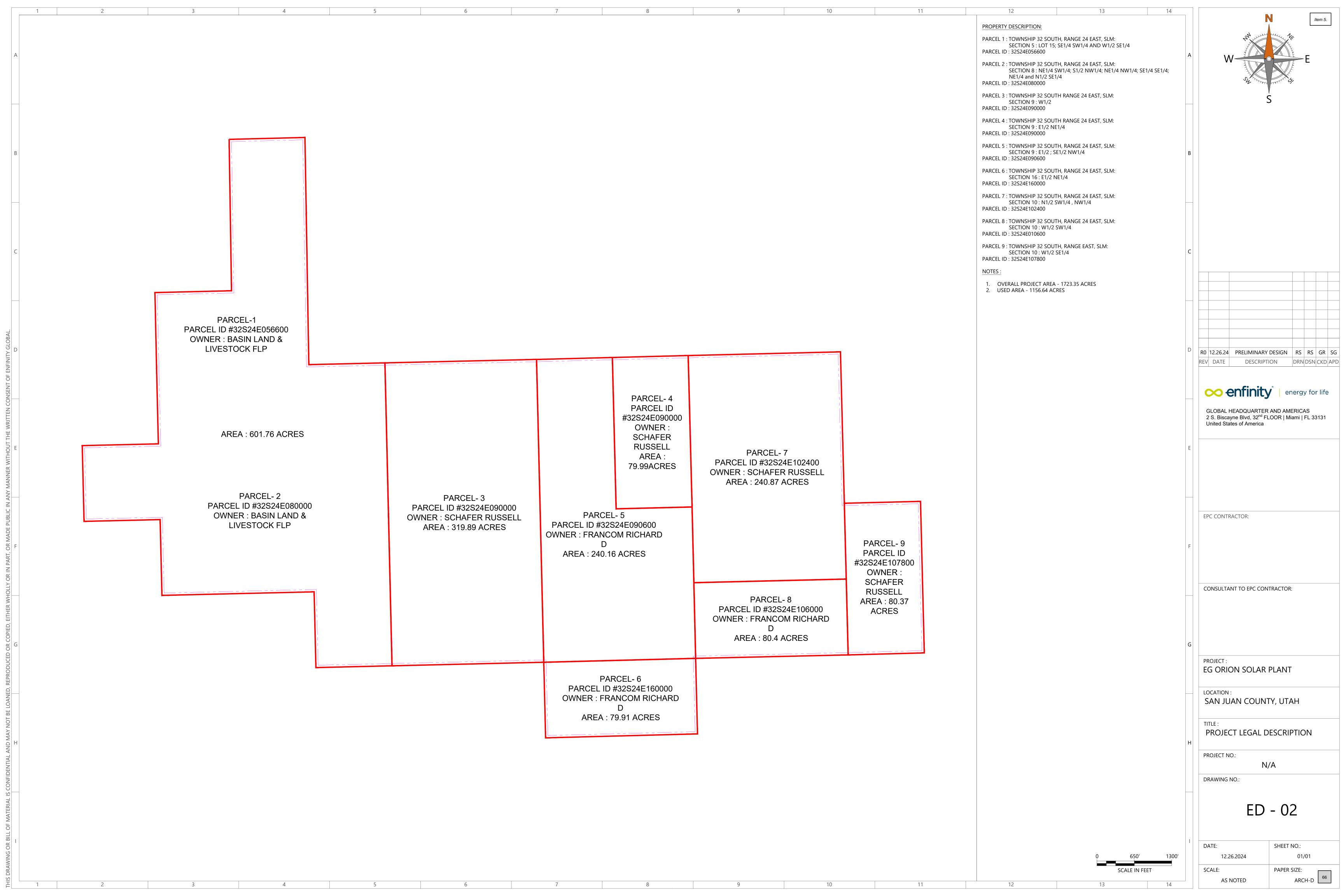
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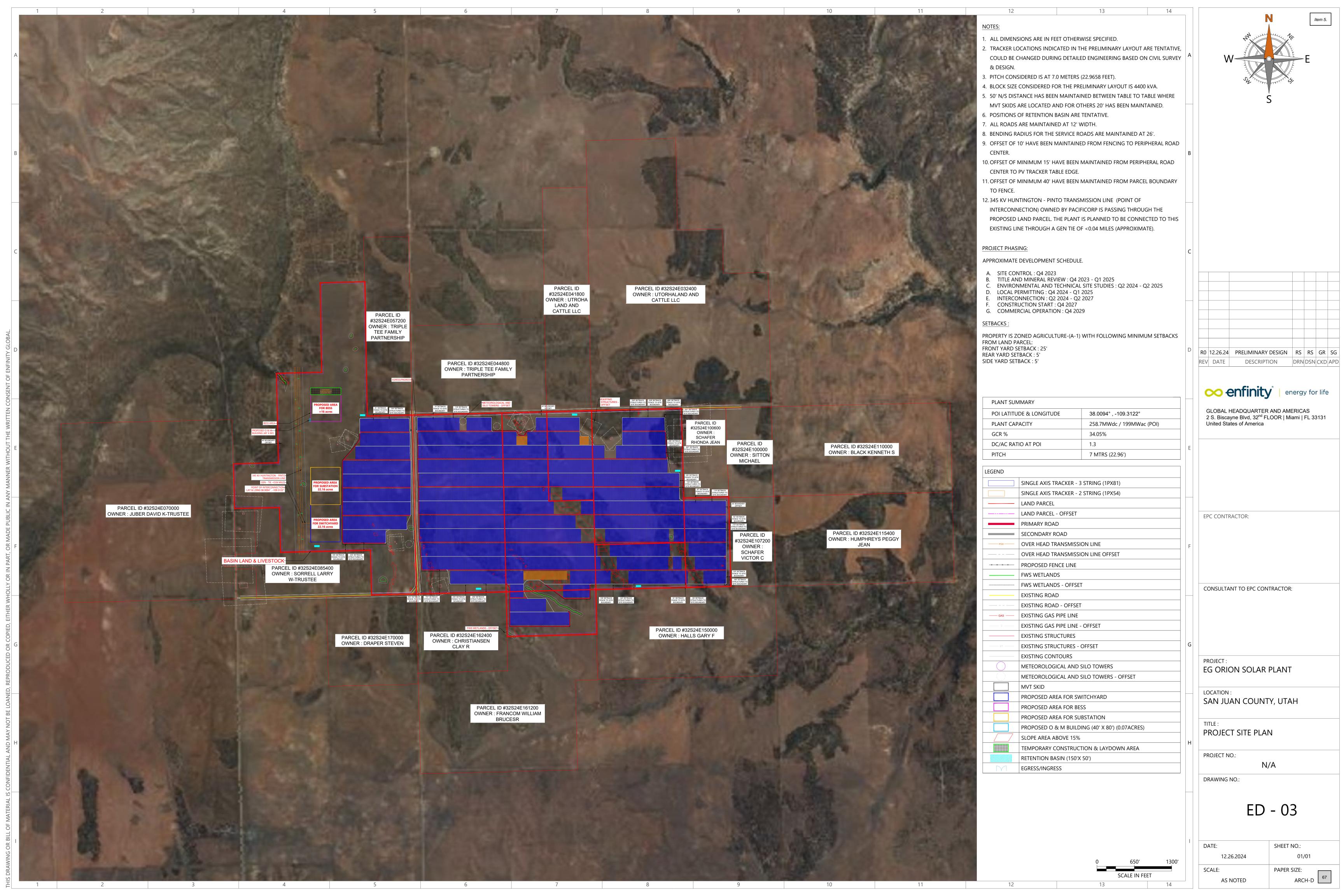
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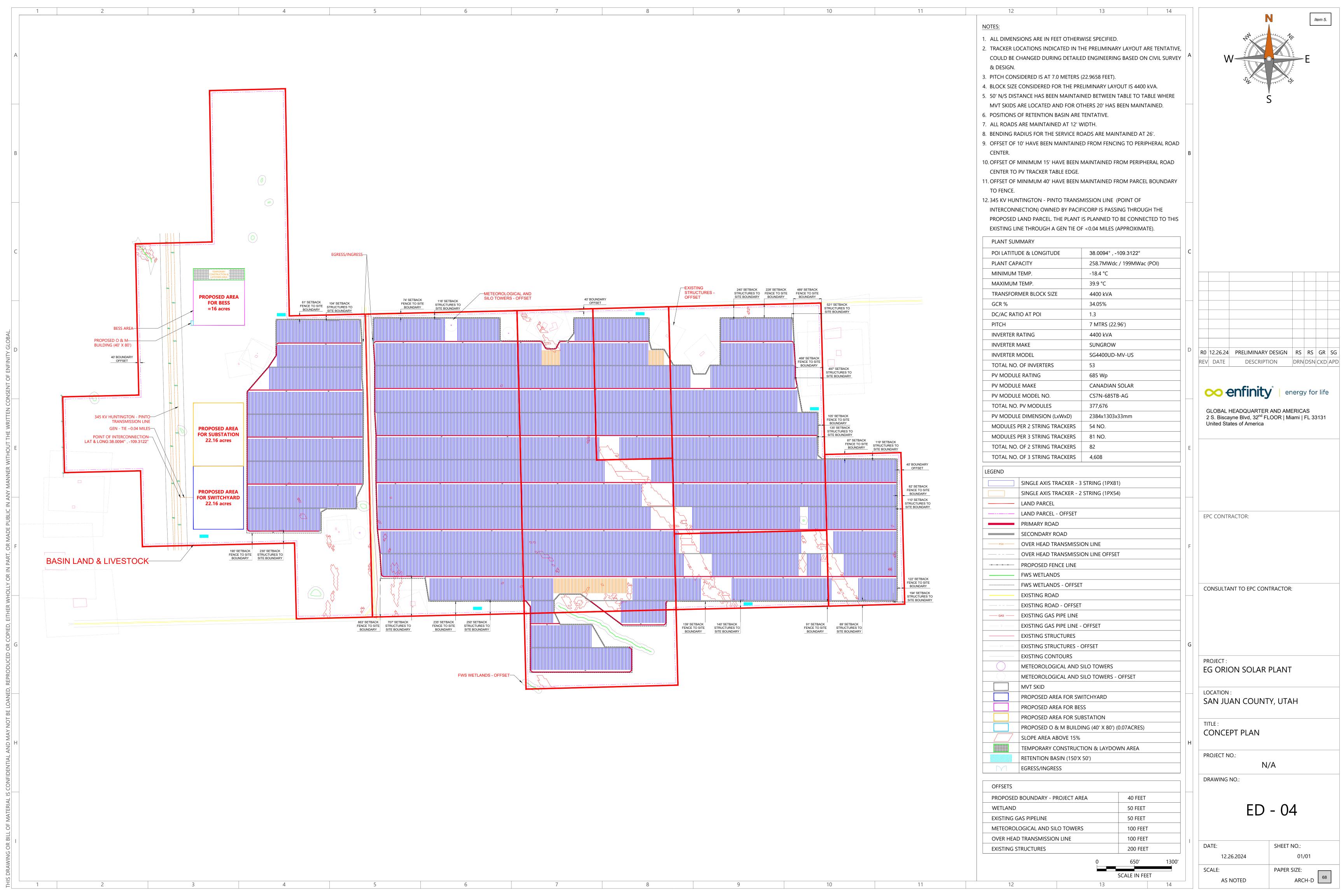
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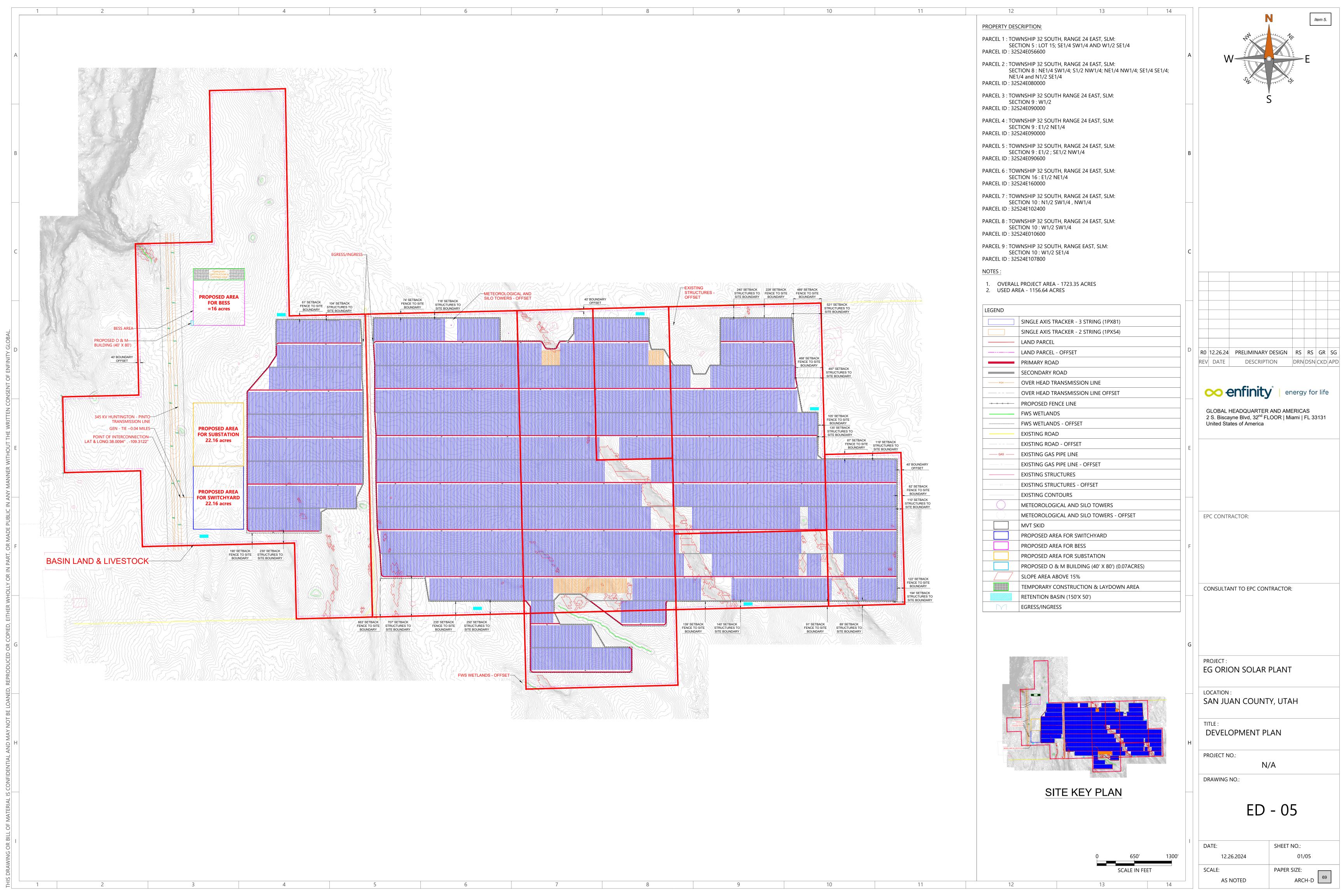
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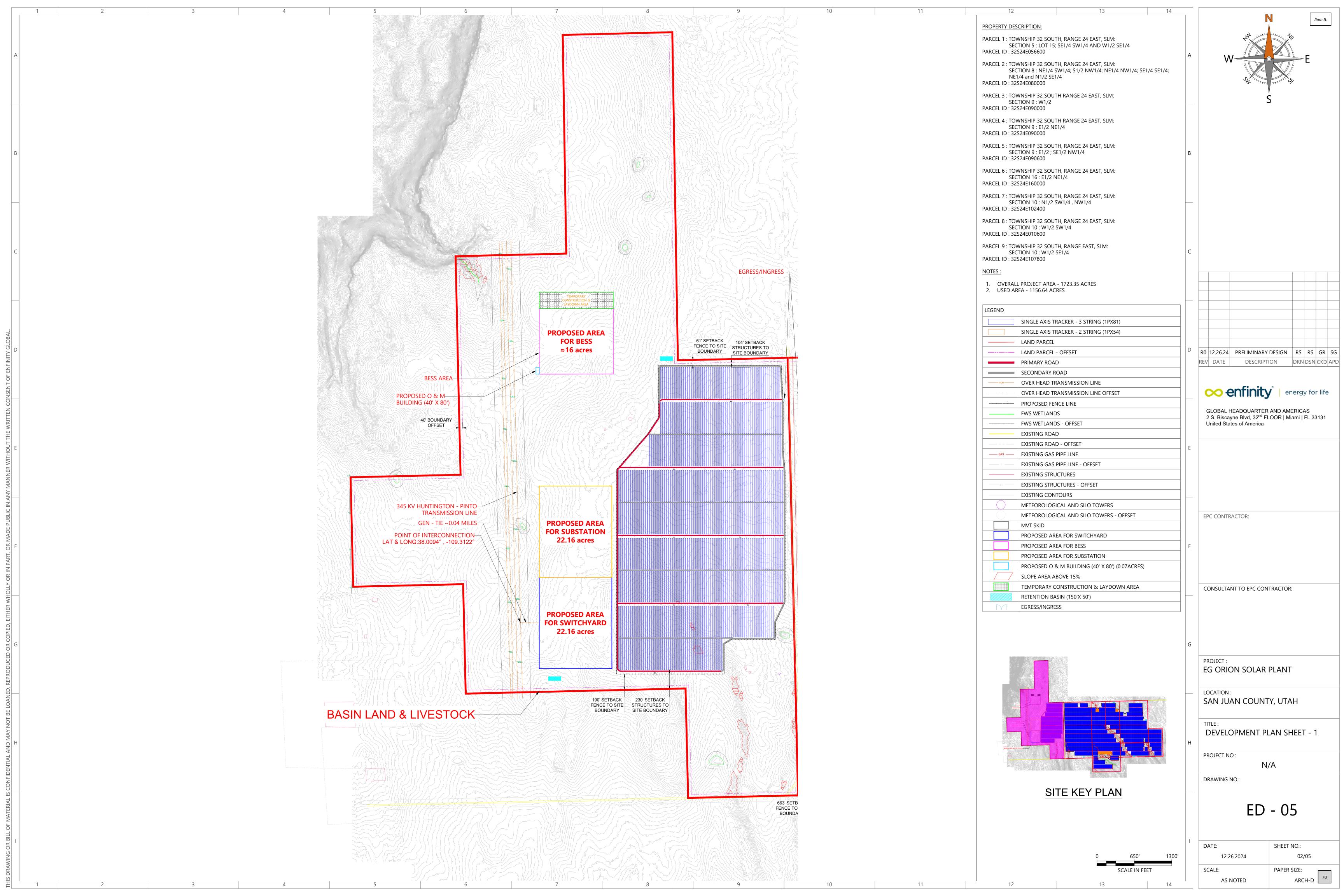


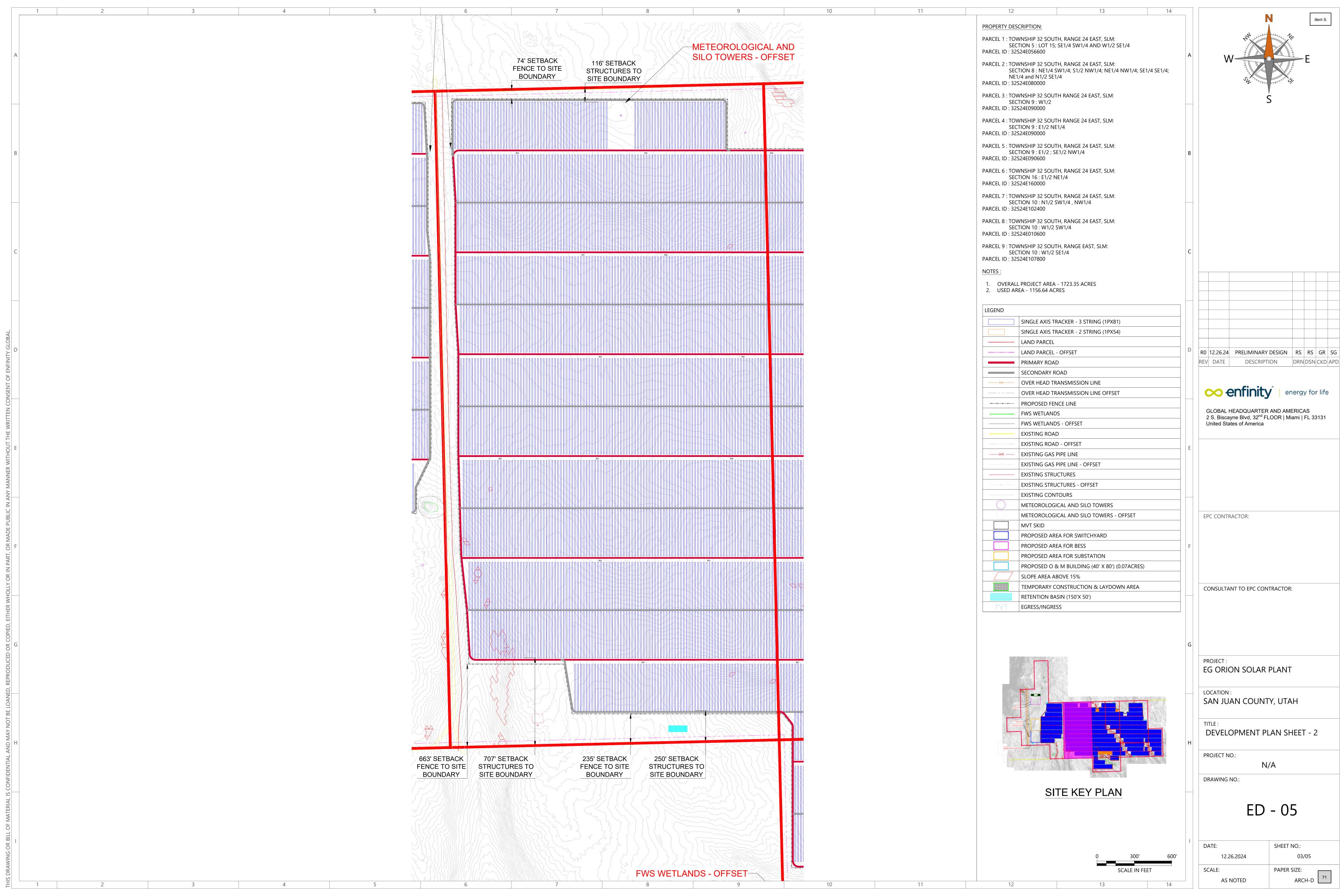


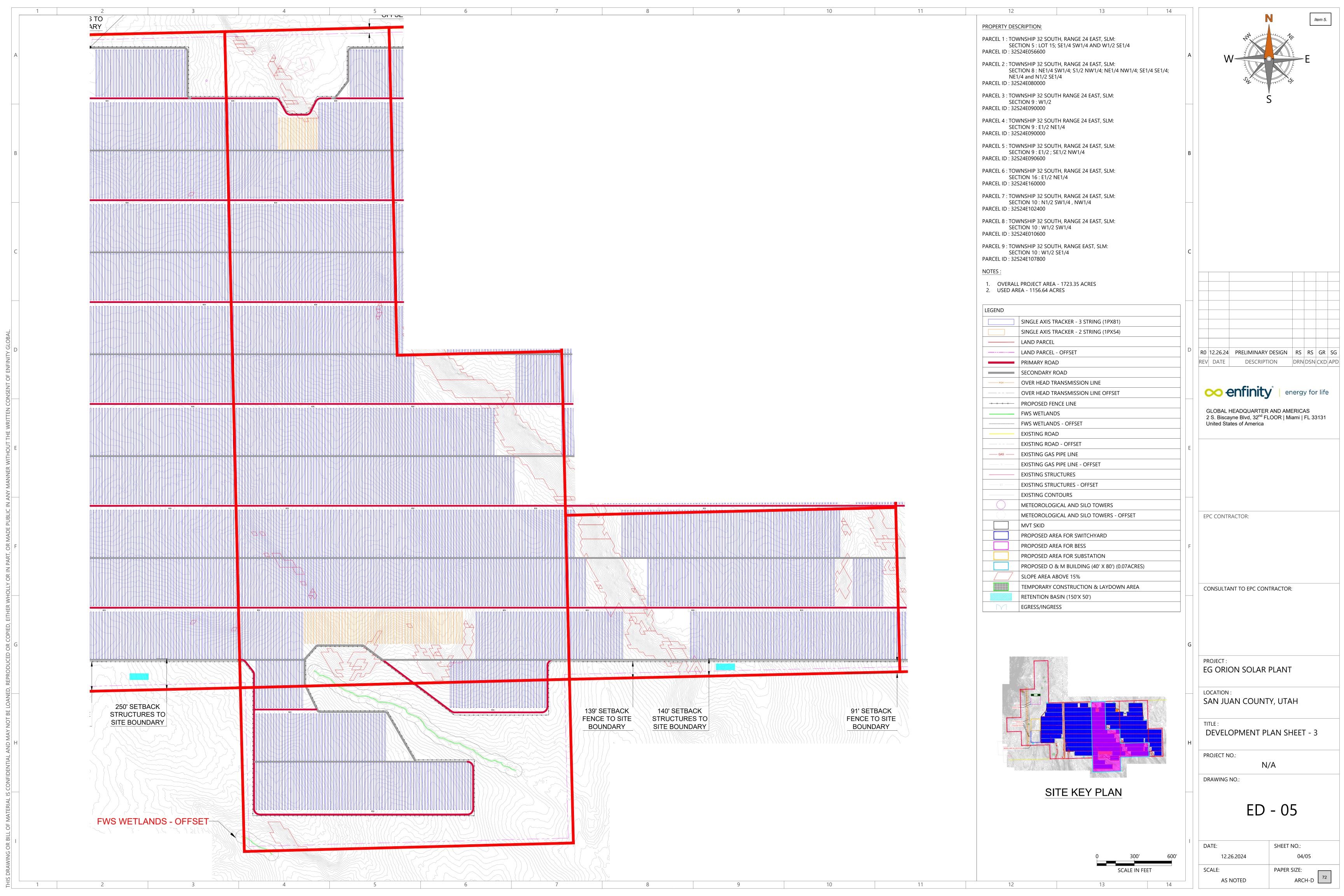


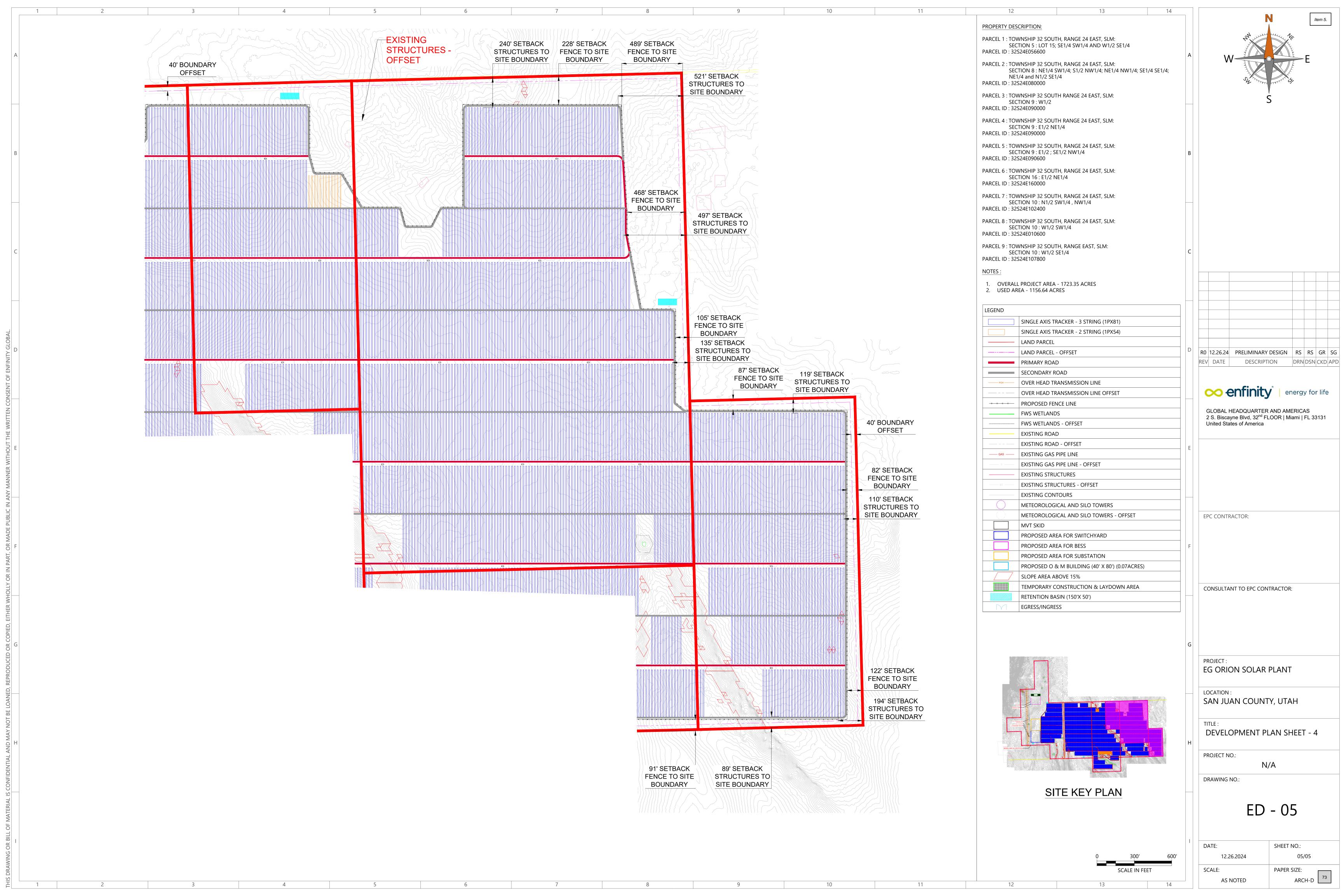


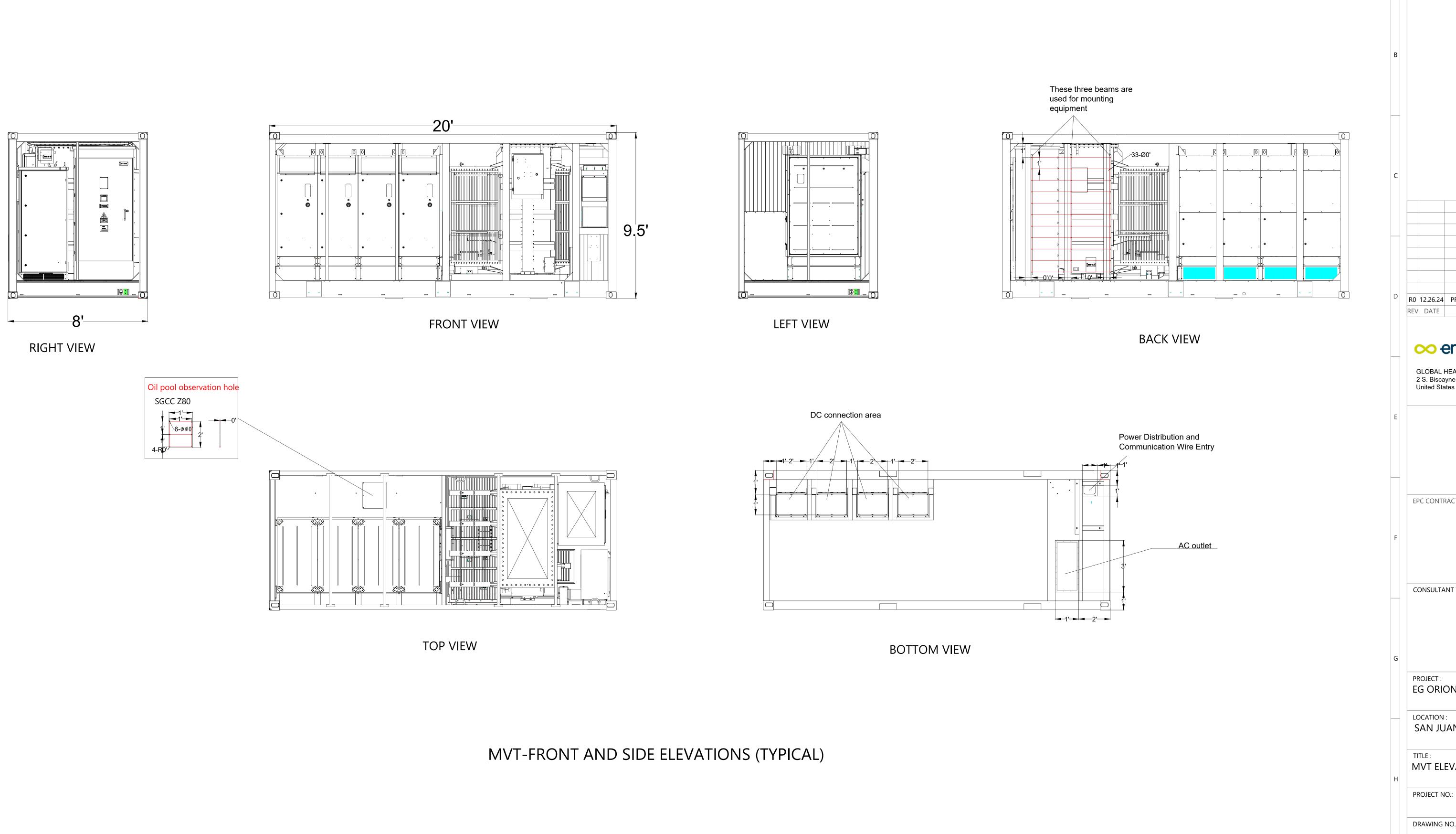


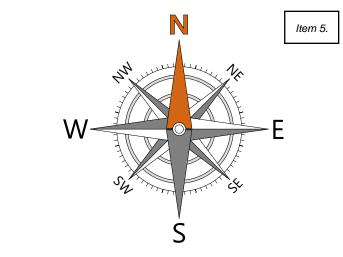


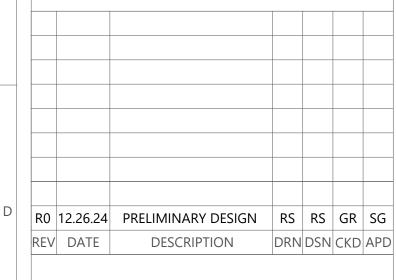














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EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

EG ORION SOLAR PLANT

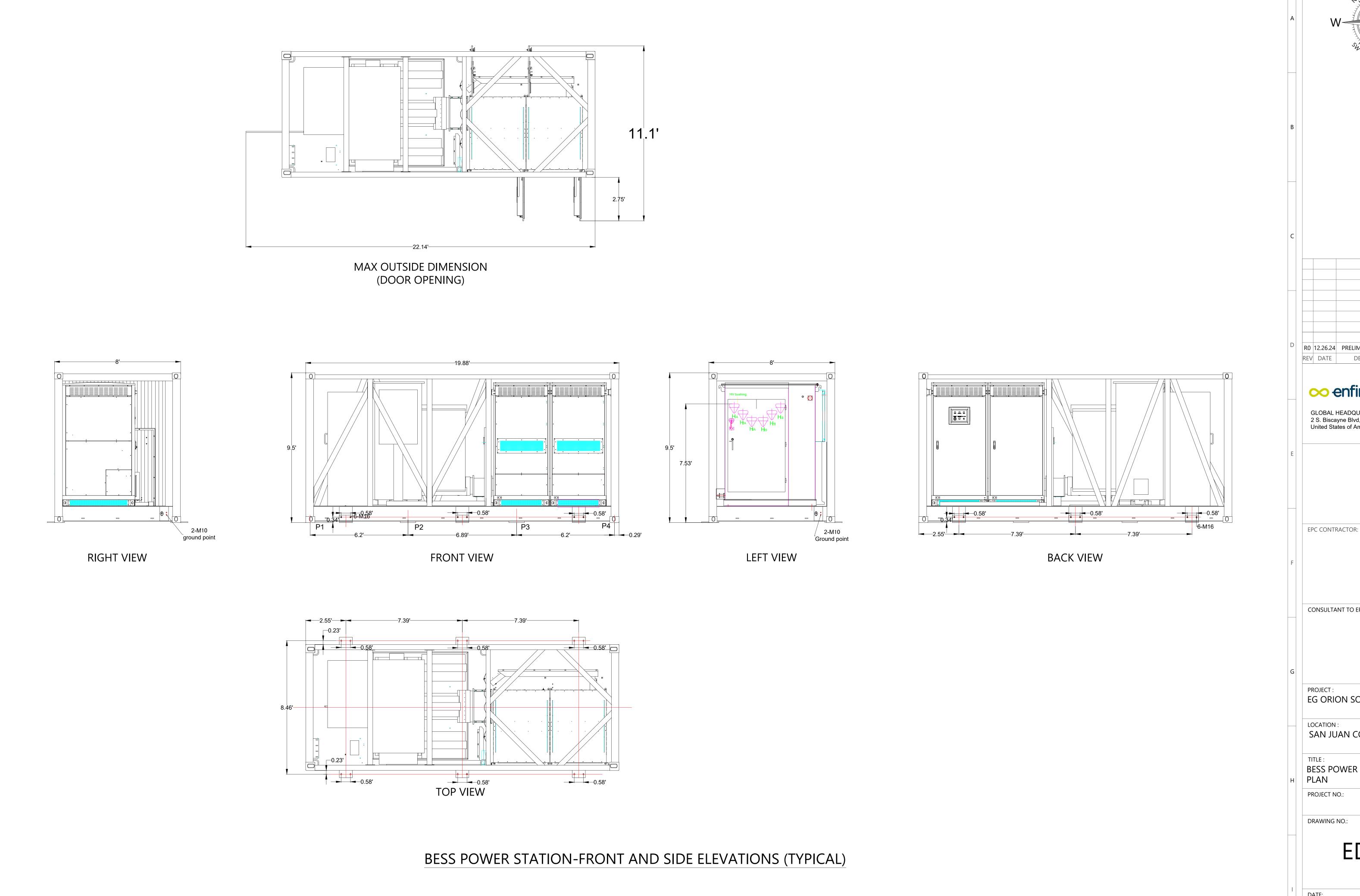
SAN JUAN COUNTY, UTAH

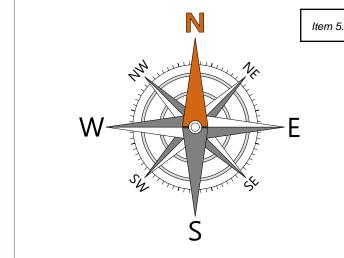
MVT ELEVATION PLAN

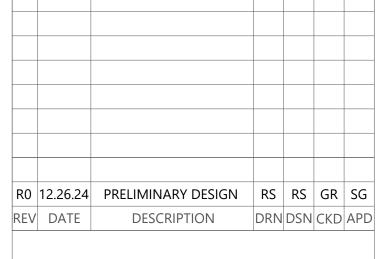
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ED - 06

DATE: SHEET NO.: 12.26.2024 SCALE:









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CONSULTANT TO EPC CONTRACTOR:

EG ORION SOLAR PLANT

SAN JUAN COUNTY, UTAH

BESS POWER STATION ELEVATION

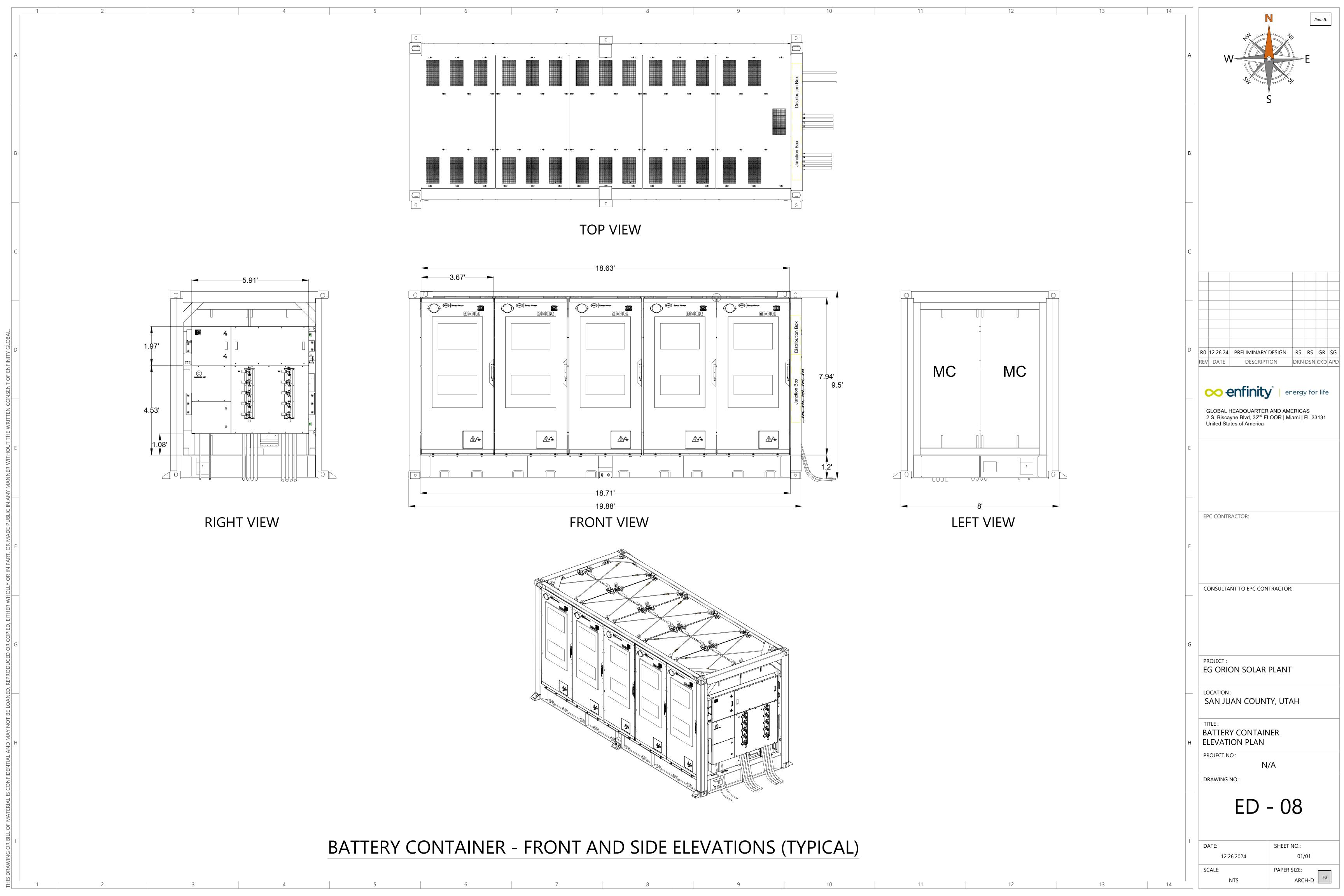
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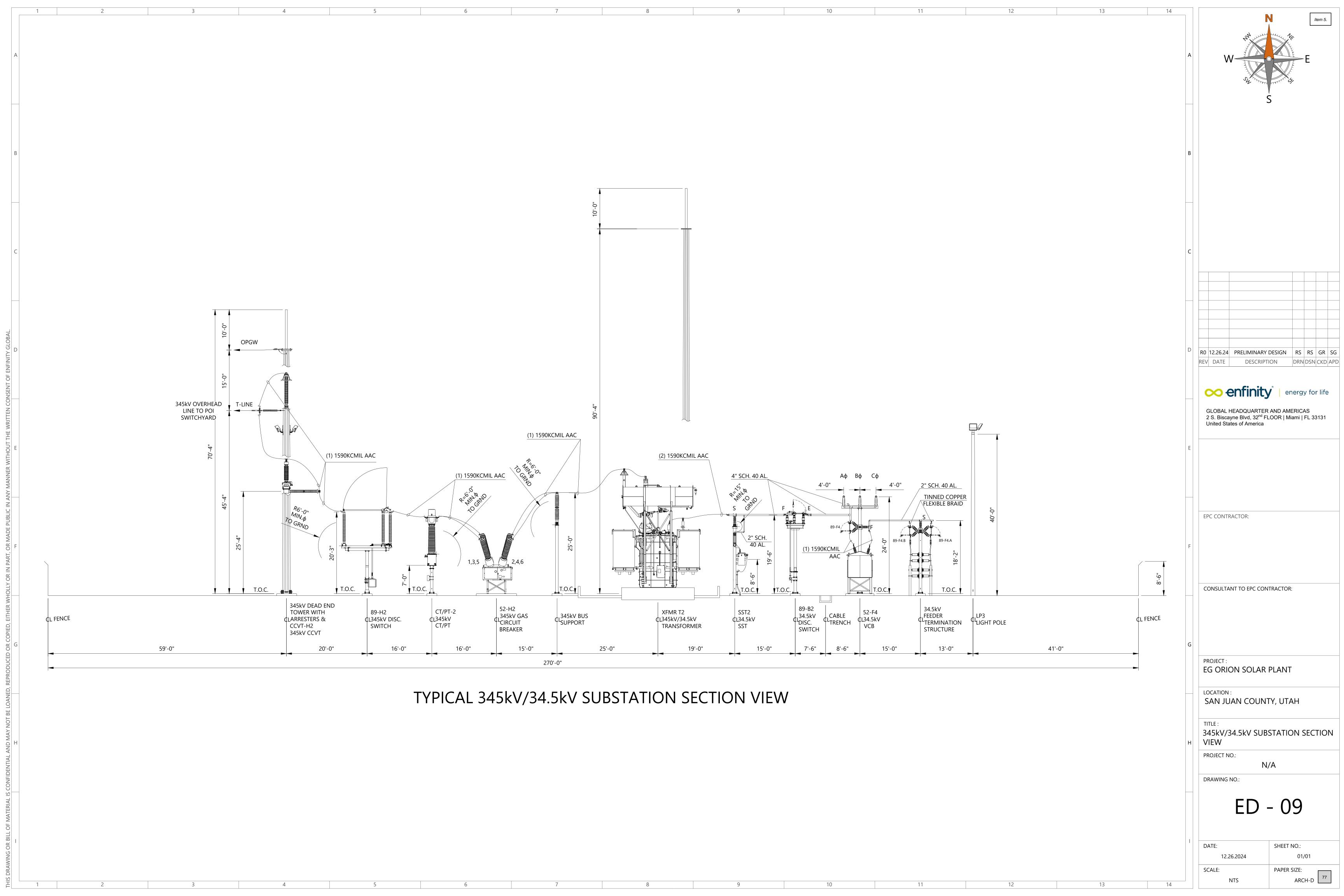
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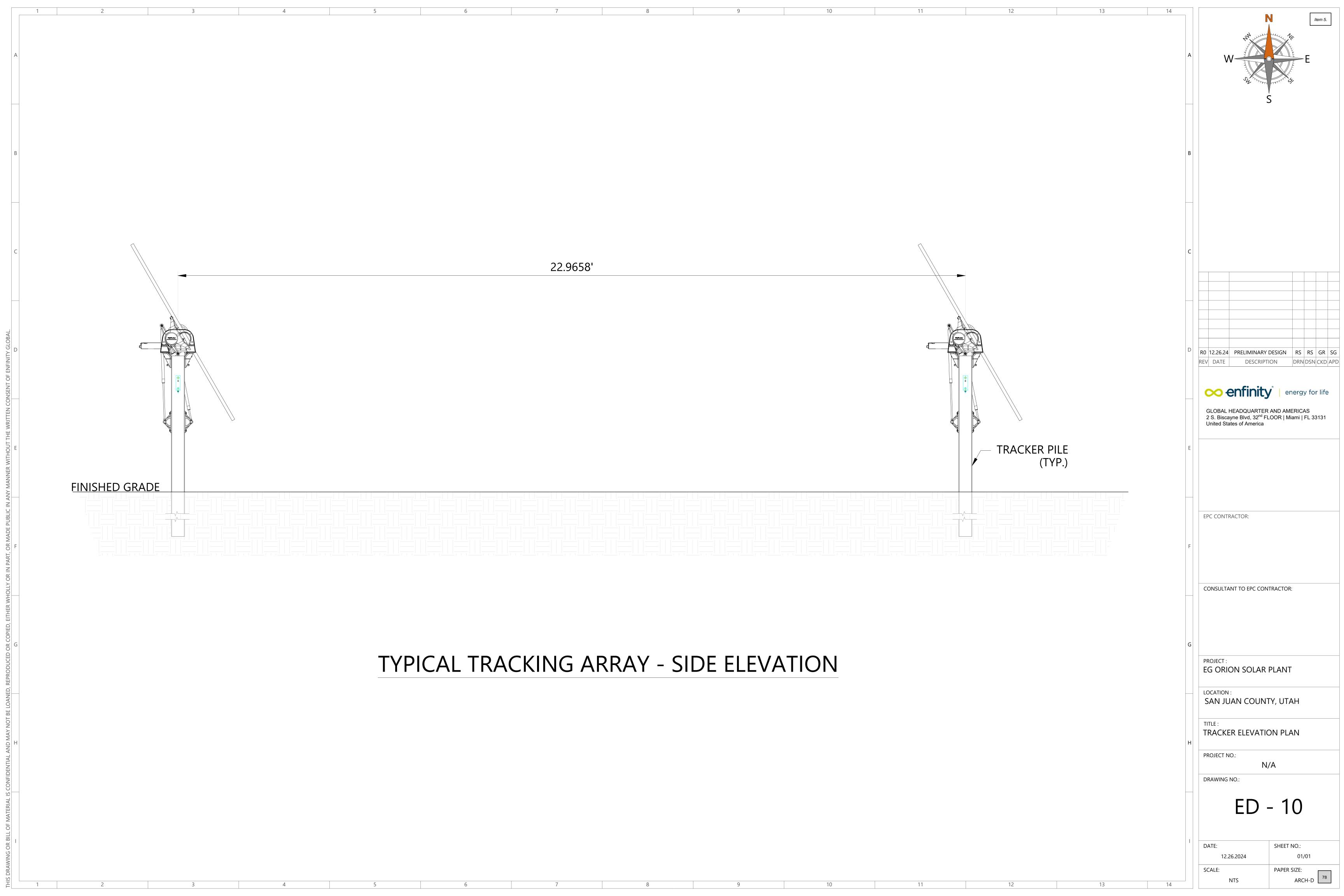
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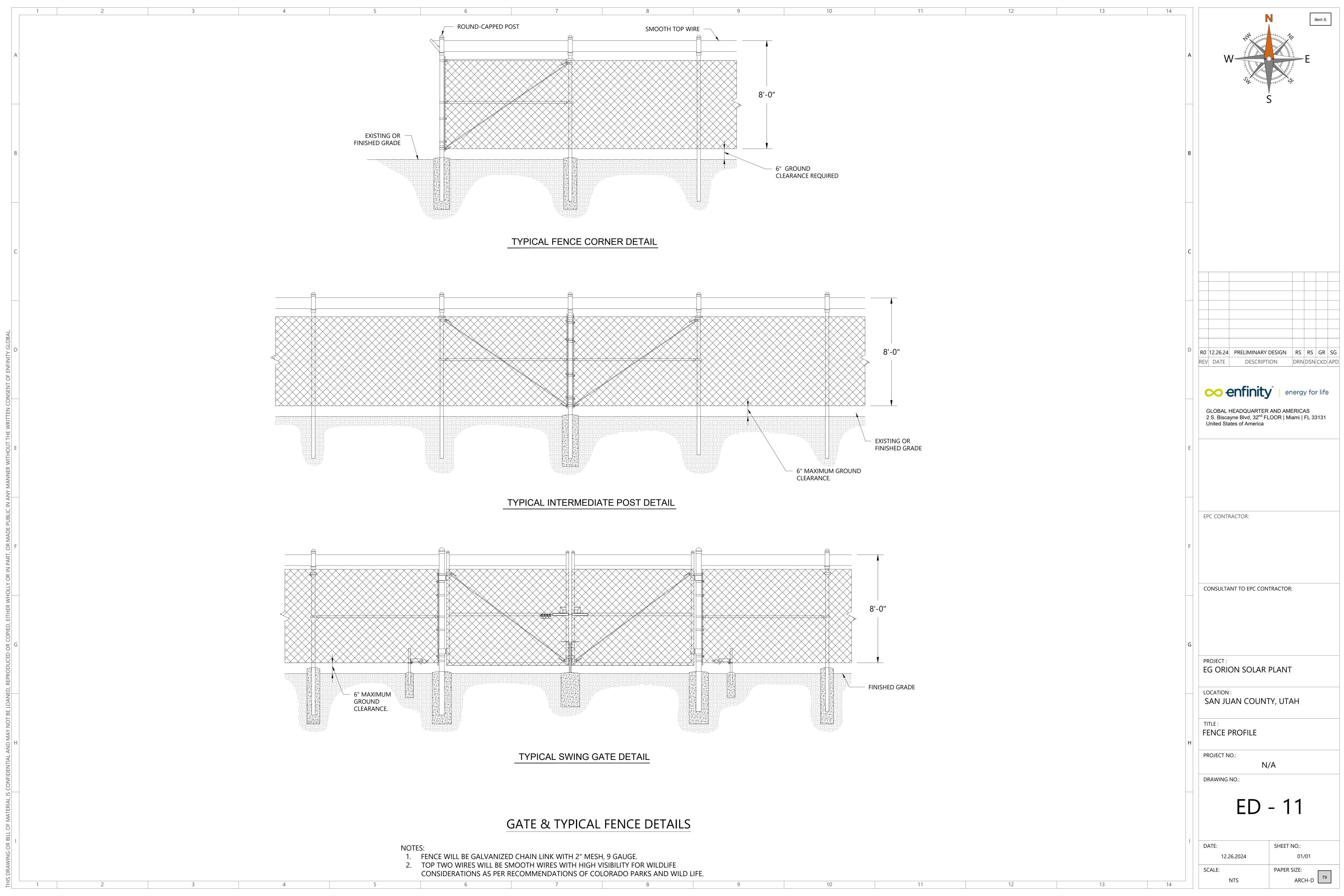
ED - 07

DATE: SHEET NO.: 12.26.2024 SCALE: SIZE:
ARCH-D 75











SAN JUAN COUNTY CONDITIONAL USE PERMIT APPLICATION

Type of Application (check all that apply): New Construction X Land Use Change Addition Appeal Subject Property Location or Address: Project site is located approximately 9.4 miles north of Monticello; East of US Highway 191 and North of County Road 331 Parcel Identification 32S24E080000, 32S24E056600, 32S24E090600, 32S24E160000, 32S24E106000, Number: 32S24E090000, 32S24E102400, 32S24E107800 Parcel Area: 1,720 Acres Current Use: Agriculture & Ranching____ Floor Area: No Flood Hazard Zoning Classification: Agricultural (AG) **Applicant** Name: EG US Devco LLC Mailing Address: 2 S Biscayne Blvd, 32nd Floor, Miami, FL 33131 City, State, ZIP: Miami, FL 33131______ Fax#: _____ Daytime Phone #: (703) 489-0414 ___ Email Address: dharris@enfinity.global_____ Business Name (If applicable): Property Owner's Name (If different): Owner's Name(s) are included in the additional page Property Owner's Mailing Address: Owner's Mailing Address are included in the additional page City, State, ZIP: Included in the additional page Daytime Phone #: Included in the additional page Fax#: Describe your request in detail (use additional page(s) if necessary: The request is to apply for Conditional Use Permit for development of Utility scale solar project on the above mentioned parcels located in Agricultural (AG) Zoning in San Juan County, Utah Authorized Signature: Date: 12/23/2024_____

Item 5.

Property Owner's Name and Mailing Address:

Owner Name: James T. and Linda C. Boulden

Owner Address: Phone #:

Owner Name: Richard D. Francom

Owner Address: 2792 Wood Hollow Way, Bountiful UT, 84010

Phone #:

Owner Name: Trent and Russell Schafer

Owner Address: P.O. Box 802, Monticello UT 84535

Phone #:

Property Owner's Affidavit

I (we) <u>James T. and Linda C. Boulden</u>, being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

Owner's Signature		Owner's Signature (co-owner if any)	
State of Utah)		
County of San Juan)		
Subscribed and sworn to before me this		day of	, 20
		Notary Public	
		Residing in	
		My Commissi	on expires:

Property Owner's Affidavit

I (we) Richard D. Francom, being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

Owner's Signature		Owner's Signature (co-owner if any)		
State of Utah)			
	:			
County of San Juan)			
Subscribed and sworn to before me this		day of	, 20	
		Notary Public	;	
		Residing in		
		My Commiss	ion expires:	

Property Owner's Affidavit

I (we) <u>Trent and Russell Schafer</u>, being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

Owner's Signature		Owner's Signature (co-owner if any)	
State of Utah)		
County of San Juan)		
Subscribed and sworn to before me this		day of	, 20
		Notary Public Residing in	2
		My Commiss	sion expires:





Stewart Title of Utah, Inc. 1518 Woodland Park Dr Layton, UT 84041 (801) 774-5511 direct (801) 776-5262 fax gary.gurr@stewart.com

We appreciate your order for the title work on the property referenced below. Please find the attached title commitment for your review which contains important information regarding this transactions.

Questions?

When calling regarding this real estate transaction, please reference the following information:

Escrow Officer: Gary Gurr

Email Address: gary.gurr@stewart.com

File Number: 2021894
Property Address: N/A ., UT
N/A ., UT

Seller Basin Land & Livestock FLP, Russell Schafer, and

Trent Schafer

Buyer/Borrower: Acuity Solar

Your review of the report will eliminate any surprises at the closing table, allow time to address any problems which may require your attention, provide up to date facts which may affect your clients, and assure a smooth closing.

Your business is very valuable to us. We are staffed and ready to provide you with the best service possible. If we ever fall short of your expectations, please notify us immediately as we are committed to your success.

Sincerely,

Gary Gurr

NOTICE

Due to change to the Good Funds requirements per Utah Code 31A-23a-406, all funds received by the Company must be made by bank wire transfer.

WARNING!

WIRE FRAUD IS ON THE RISE

Cyber criminals are using email compromise schemes to target companies and individuals purchasing property. These schemes include, but are not limited to, fake emails from attorneys, real estate agents or title agencies to request wire transfers to fraudulent accounts.

Stewart Title Company understands the importance of protecting against wire fraud and has multiple safeguards in place to protect all parties involved in the transaction, including secure encrypted email for Stewart associates, and fraud warnings in all emails. Stewart Title Company urges its clients to heed these warnings and take every precaution before engaging in the transfer of any funds. Stewart Title Company is committed to protecting the interest of all parties involved in the transaction and will continue advancing necessary precautions to ensure a superior customer experience.

You will receive wire instructions from Stewart Title via a secure encrypted email or in the initial Welcome package sent to you through DocuSign. If you receive conflicting wire instructions please STOP and call your Escrow team using a known telephone number, not one provided in an email, to determine if the new instructions are fraudulent.

If you ask us to wire transfer money to you we must receive written wire transfer instructions. Your bank account information must be validated by face to face verification or phone verification using a known phone number, not one provided in an email, or using previously validated account information which we already have on file.



Real partners. Real possibilities.™



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Authorized Countersignature

Stewart Title of Utah, Inc. 1518 North Woodland Park Drive Layton, UT 84041



rederick H. Eppinger President and CEO

> David Hisey Secretary

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File No.: 2021894

ALTA Commitment for Title Insurance (07-01-2021)



COMMITMENT CONDITIONS

1. **DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public
- "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 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.
- 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;
 - Schedule B, Part II Exceptions; and
 - g. a countersignature by the Company or its issuing agent that may be in electronic form.

COMPANY'S RIGHT TO AMEND

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

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File No.: 2021894

ALTA Commitment for Title Insurance (07-01-2021) Page 2 of 4



5. LIMITATIONS OF LIABILITY

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

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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File No.: 2021894

ALTA Commitment for Title Insurance (07-01-2021)

Page 3 of 4



10. CLASS ACTION

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

11. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 2021894

ALTA Commitment for Title Insurance (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

Item 5.

ISSUED BY STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Stewart Title of Utah, Inc.

Issuing Office: 1518 North Woodland Park Drive, Layton, UT 84041

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: 2021894
Issuing Office File Number: 2021894
Property Address: N/A ., UT
N/A ., UT

Revision Number:

1. Commitment Date: May 10, 2023 at 8:00AM

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy - Standard

Proposed Insured: Acuity Solar

(b) 2021 ALTA® Loan Policy - Extended

Proposed Insured:

Endorsements Premium: \$0.00

3. The estate or interest in the Land at the Commitment Date is:

FEE SIMPLE

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

Basin Land & Livestock FLP: Parcel No. 32S24E056600 and Parcel No. 32S24E080000 Russell Schafer and Trent Schafer: Parcel No. 32S24E090000, Parcel No. 32S24E102400 and Parcel No. 32S24E107800

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY

Authorized Countersignature

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File No.: 2021894

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 17



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 2021894

The land referred to herein is situated in the County of San Juan, State of Utah, and is described as follows:

Township 32 South, Range 24 East, SLM:

Section 5: Lot 15; SE1/4SW1/4 and W1/2SE1/4 (Parcel No. 32S24E056600)

EXCEPTING all oil, gas and other minerals and the rights thereto.

Township 32 South, Range 24 East, SLM:

Section 8: NE1/4SW1/4; S1/2NW1/4; NE1/4NW1/4; SE1/4SE1/4; NE1/4 and N1/2SE1/4

(Parcel No. 32S24E080000)

EXCEPTING from the NE1/4SW1/4; S1/2NW1/4; NE1/4NW1/4; NE1/4 and N1/2SE1/4 of said Section 8 all oil, gas and other minerals and the rights thereto.

EXCEPTING from the SE1/4SE1/4 of said Section 8 all uranium, thorium or other material peculiarly essential to the production of fissionable materials, and all oil, gas and other minerals and the rights thereto.

Township 32 South, Range 24 East, SLM

Section 9: W1/2, E1/2NE1/4 (Parcel No. 32S24E090000)

EXCEPTING from the following portion of the land in Section 9, to wit:

Township 32 South, Range 24 East, SLM Section 9: E1/2W1/2, NW1/4NW1/4, SW1/4SW1/4

the following:

- a. All uranium, thorium or any other material peculiarly essential to the production of fissionable materials as excepted and reserved as set forth in the Patent from the United States to Richard Ottis Wildman dated March 18, 1953 and recorded April 20, 1953 in Book 18 at Page 101, Entry No. E-3600.
- b. The interest in the oil, gas and other minerals (other than all uranium, thorium or any other material peculiarly essential to the production of fissionable materials), if any, remaining in the ownership of Dale Lenville Todd immediately after the execution and recording of all of the following Warranty Deeds, to wit:

From Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 22, Entry No. S-6822. (Conveys the land and reserves all oil, gas and other minerals).

From Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 23, Entry No. S-6823. (Conveys an undivided 1/2 interest in the oil, gas and other minerals). From Dale Lenville Todd and Ida May Todd to Emory O. Todd and Fannie R. Todd, as joint tenants, dated March 11,

1959 and recorded March 12, 1959 in Book 246 at Page 177, Entry No. S-7975. (Conveys the land and reserves an undivided 1/2 interest in the oil, gas and other minerals)

c. The interest in the oil, gas and other minerals (other than all uranium, thorium or any other material peculiarly essential to the production of fissionable materials), remaining in the ownership of Fannie R. Todd immediately after the execution and recording of the Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood and Sandra R. Trueblood, his wife, as joint tenants, dated January 7, 1966 and recorded January 10, 1966 in Book 377 at Page 297, Entry No. U-5812. (Conveys the land; excepts all uranium, thorium, or any material peculiarly essential to the production of fissionable materials; and excepts an undivided 3/4 interest in all oil, gas and minerals).

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)



AMERICAN

LAND TITLE

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

d. The interest in the oil, gas and other minerals (other than all uranium, thorium or any other material peculiarly essential to the production of fissionable materials), if any, remaining in the ownership of S. Rigby Wright, Administrator of the estate of Glenn Earl Trueblood, deceased, and Sandra Rogers Trueblood, immediately after the execution and recording of the following deeds, to wit:

Quit-Claim Deed from Sandra Rogers Trueblood to the Estate of Glenn E. Trueblood, deceased, dated June 8, 1972 and recorded July 3, 1972 in Book 503 at Page 478, Entry No. Z-4711. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom, all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials. ALSO EXCEPTING therefrom, an undivided one-half interest in all oil, gas and minerals").

Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright, Administrator of the Estate of Glenn E. Trueblood, deceased, dated August 4, 1972 and recorded August 8, 1972 in Book 504 at Page 217, Entry No. Z-4972. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom, all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials. ALSO EXCEPTING therefrom, an undivided one-half interest in all oil, gas and minerals").

Administrator's Deed from S. Rigby Wright, Administrator of the Estate of Glenn Earl Trueblood, deceased, to Vernon R. Schafer and Nila Schafer, husband and wife, as joint tenants, dated September 24, 1973 and recorded September 24, 1973 in Book 514 at Page 21, Entry No. Z-9339. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom, all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials. ALSO EXCEPTING therefrom, an undivided one-half interest in all oil, gas and minerals").

ALSO EXCEPTING from the following portion of the land in Section 9, to wit: Township 32 South, Range 24 East, SLM Section 9: E1/2NE1/4

the following:

- a. The 1/3 of 100% of the oil and mineral rights as conveyed in the Quit Claim Deed from Fannie R. Todd to Robert Todd and Rena Todd dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 561, Entry No. U-866.
- b. The 1/3 of 100% of the oil and mineral rights as conveyed in the Quit Claim Deed from Fannie R. Todd to Lois Smart and Clinton Smart dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 562, Entry No. U-867.
- c. The interest in the oil, gas and other minerals, remaining in the ownership of Fannie R. Todd immediately after the execution and recording of the Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood and Sandra R. Trueblood, his wife, as joint tenants, dated January 7, 1966 and recorded January 10, 1966 in Book 377 at Page 297, Entry No. U-5812.

(Conveys the land and excepts an undivided 5/6 interest in all oil, gas and minerals).

d. The interest in the oil, gas and other minerals, if any, remaining in the ownership of S. Rigby Wright, Administrator of the estate of Glenn Earl Trueblood, deceased, and Sandra Rogers Trueblood, immediately after the execution and recording of the following deeds, to wit:

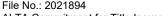
Quit-Claim Deed from Sandra Rogers Trueblood to the Estate of Glenn E. Trueblood, deceased, dated June 8, 1972 and recorded July 3, 1972 in Book 503 at Page 478, Entry No. Z-4711. (Conveys the land with the following exception, to wit: "EXCEPTING therefrom, an undivided 2/3 interest in all oil, gas and minerals").

Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright, Administrator of the Estate of Glenn E. Trueblood, deceased, dated August 4, 1972 and recorded August 8, 1972 in Book 504 at Page 217, Entry No. Z-4972. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom, an undivided 2/3 interest in all oil, gas and minerals").

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ALTA Commitment for Title Insurance Schedule A (07-01-2021) Page 3 of 17



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY STEWART TITLE GUARANTY COMPANY

Administrator's Deed from S. Rigby Wright, Administrator of the Estate of Glenn Earl Trueblood, deceased, to Vernon R. Schafer and Nila Schafer, husband and wife, as joint tenants, dated September 24, 1973 and recorded September 24, 1973 in Book 514 at Page 21. Entry No. Z-9339. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom, an undivided 2/3 interest in all oil, gas and minerals").

ALSO EXCEPTING from the following portion of the land in Section 9, to wit:

Township 32 South, Range 24 East, SLM Section 9: SW1/4NW1/4, NW1/4SW1/4

the following:

- a. The undivided 1/2 interest in all oil, gas and other minerals as reserved by the grantors in the Warranty Deed from Milford Wildman and Sarah Wildman, his wife, to Emory O. Todd and Fannie R. Todd, as joint tenants, dated May 12, 1954 and recorded May 17, 1954 in Book 16 at Page 467, Entry No. G-9915.
- b. The interest in the oil, gas and other minerals, if any, remaining in the ownership of Dale Lenville Todd immediately after the execution and recording of all of the following Warranty Deeds, to wit:

From Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 22, Entry No. S-6822. (Conveys the land and reserves all oil, gas and other minerals).

From Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 23, Entry No. S-6823. (Conveys an undivided 1/4 interest in the oil, gas and other minerals). From Dale Lenville Todd and Ida May Todd to Emory O. Todd and Fannie R. Todd, as joint tenants, dated March 11,

1959 and recorded March 12, 1959 in Book 246 at Page 177, Entry No. S-7975. (Conveys the land and reserves an undivided 1/4 interest in the oil, gas and other minerals).

c. The interest in the oil, gas and other minerals, remaining in the ownership of Fannie R. Todd immediately after the execution and recording of the Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood and Sandra R. Trueblood, his wife, as joint tenants, dated January 7, 1966 and recorded January 10, 1966 in Book 377 at Page 297, Entry No. U-5812.

(Conveys the land and excepts an undivided 7/8 interest in all oil, gas and minerals).

d. The interest in the oil, gas and other minerals, if any, remaining in the ownership of S. Rigby Wright, Administrator of the estate of Glenn Earl Trueblood, deceased, and Sandra Rogers Trueblood, immediately after the execution and recording of the following deeds, to wit:

Quit-Claim Deed from Sandra Rogers Trueblood to the Estate of Glenn E. Trueblood, deceased, dated June 8, 1972 and recorded July 3, 1972 in Book 503 at Page 478, Entry No. Z-4711. (Conveys the land with the following exception, to wit: "EXCEPTING therefrom, an undivided 3/4 interest in all oil, gas and minerals").

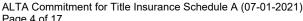
Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright, Administrator of the Estate of Glenn E. Trueblood, deceased, dated August 4, 1972 and recorded August 8, 1972 in Book 504 at Page 217, Entry No. Z-4972. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom, an undivided 3/4 interest in all oil, gas and minerals"). Administrator's Deed from S. Rigby Wright, Administrator of the Estate of Glenn Earl Trueblood, deceased, to Vernon R. Schafer and Nila Schafer, husband and wife, as joint tenants, dated September 24, 1973 and recorded September 24, 1973 in Book 514 at Page 21, Entry No. Z-9339. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom, an undivided 3/4 interest in all oil, gas and minerals").

Township 32 South, Range 24 East, SLM Section 10: N1/2SW1/4, NW1/4 (Parcel No. 32S24E102400) **EXCEPTING** the following:

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AMERICAN



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

- a. The 1/3 of 100% of the oil and mineral rights as conveyed in the Quit Claim Deed from Fannie R. Todd to Robert Todd and Rena Todd dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 561, Entry No. U-866.
- b. The 1/3 of 100% of the oil and mineral rights as conveyed in the Quit Claim Deed from Fannie R. Todd to Lois Smart and Clinton Smart dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 562, Entry No. U-867.
- c. The interest in the oil, gas and other minerals, remaining in the ownership of Fannie R. Todd immediately after the execution and recording of the Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood and Sandra R. Trueblood, his wife, as joint tenants, dated January 7, 1966 and recorded January 10, 1966 in Book 377 at Page 297, Entry No. U-5812.

(Conveys the land and excepts an undivided 5/6 interest in all oil, gas and minerals).

d. The interest in the oil, gas and other minerals, if any, remaining in the ownership of S. Rigby Wright, Administrator of the estate of Glenn Earl Trueblood, deceased, and Sandra Rogers Trueblood, immediately after the execution and recording of the following deeds, to wit:

Quit-Claim Deed from Sandra Rogers Trueblood to the Estate of Glenn E. Trueblood, deceased, dated June 8, 1972 and recorded July 3, 1972 in Book 503 at Page 478, Entry No. Z-4711. (Conveys the land with the following exception, to wit: "EXCEPTING therefrom, an undivided 2/3 interest in all oil, gas and minerals").

Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright, Administrator of the Estate of Glenn E. Trueblood, deceased, dated August 4, 1972 and recorded August 8, 1972 in Book 504 at Page 217, Entry No. Z-4972. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom, an undivided 2/3 interest in all oil, gas and minerals").

Administrator's Deed from S. Rigby Wright, Administrator of the Estate of Glenn Earl Trueblood, deceased, to Vernon R. Schafer and Nila Schafer, husband and wife, as joint tenants, dated September 24, 1973 and recorded September 24, 1973 in Book 514 at Page 21, Entry No. Z-9339. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom, an undivided 2/3 interest in all oil, gas and minerals").

Township 32 South, Range 24 East, SLM Section 10: W1/2SE1/4 (Parcel No. 32S24E107800)

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AMERICAN

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2021894

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.
- Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
- 6. Pay all general and special taxes now due and payable.
- 7. The Company requires for its review satisfactory evidence of the existence (good standing in its state of domicile) and authority of the business entity (corporation, limited liability company, partnership, limited partnership), if any named herein, to acquire, convey, or encumber real property held or to be held in the name of the business entity. At the time the Company is furnished these items, the Company may make additional requirements and exceptions.
- 8. **EXTENDED COVERAGE**. In order to delete any of the following standard exceptions the Company requires the following:

Parties in possession exception of this commitment may be deleted if the Company receives, at or prior to closing, a satisfactory affidavit executed by the owner of the Land stating that no one is in possession of the Land other than the owner and the tenants of the owner. If there are tenants, their names and the form of their leases must also be indicated, as well as any options to purchase or rights of first refusal. The Company may, at its option, also require an inspection of the Land. The Company may except in the Policy to any tenancy or other matter that is disclosed by such affidavit or inspection.

Easement and Survey exceptions of this commitment may be deleted upon review and examination by the Company, prior to closing, of a satisfactory survey of the Land duly certified to the Company by a registered land surveyor acceptable to the Company, and stating that it was made either in accordance with the "Minimum Standard Detail National Requirements for ALTA/NSPS Land Title Surveys" or as otherwise acceptable to the Company. In lieu of an acceptable survey, the Company may, at its option, require an inspection of the Land and/or an affidavit from the owner of the Land stating that The Company may except in the Policy to any matter that is disclosed by such survey, inspection or affidavit.

Note: In some cases, the Company may at its option, be willing to accept an existing prior survey or an inspection of the land and/or an affidavit from the owner of the land stating that there are no easements, encroachments, boundary

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021) Page 6 of 17



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

line issues or recent improvements since the date of the prior survey.

Mechanic Lien exception of this commitment may be deleted:

Upon examination and inspection by the Company of the land and satisfactory evidence of the completion and full payment of the improvements erected on the land.

If no preliminary notices have been filed on the State Construction Registry against the subject property.

If at the time of closing, the Company is furnished with a satisfactory affidavit and indemnification, executed by the record owner of the land, stating that there have been no improvements within the mechanic's lien period as prescribed by state law.

Tax or Special Assessments exception of this commitment may be deleted if, at the time of closing, the Company can ascertain that there are no pending proceedings to create or confirm a special assessment on the land or that there is no work in progress that may result in a special assessment or lien on the land.

NOTE: Any pending proceeding or any assessment that may be levied prior to the time of closing must be specifically excepted to in the policy.

Notice to Applicant: After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.

Notice to Applicant: The land covered herein may be served by districts or service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc., which are not covered by this report or insured under a Title Insurance Policy issued hereunder.

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LAND TITLE

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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Exceptions

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

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

- 1. 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.
- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or
 assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or
 assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public
 Records.
- 3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
- 5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 8. <u>Taxes</u> for the year 2023 are accruing as a lien; not yet due and payable Taxes for the year 2022 have been paid in the following amounts:

Parcel No. 32S24E056600: \$35.24 Parcel No. 32S24E080000: \$270.14 Parcel No. 32S24E090000: \$83.07 Parcel No. 32S24E102400: \$44.84 Parcel No. 32S24E107800: \$15.85

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Item 5.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Exceptions for Parcel Nos. 32S24E056600 and 32S24E080000 are as follows:

- 11. Rights to ditches, canals and reservoirs as set forth in the Patent from the United States to Lester Coleman dated August 22, 1927 and recorded November 26, 1927 in Book T-2 at page 341, Entry No. A-1321. This affects the NE1/4; and N1/2SE1/4 part of Section 8 (part of Parcel 32S24E080000).
- 12. Rights to ditches, canals and reservoirs, and reservation to the United States of all oil and gas, and to the United States or persons authorized by it, the right to prospect for, mine, and remove such deposits upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509), all as set forth in the Patent from the United States to Raleigh O'Key Coleman dated April 16, 1952 and recorded February 8, 1954 in Book T-7 at page 791, Entry No. F-4730. This affects all of Parcel No. 32S24E056600 and the NE1/4SW1/4; S1/2NW1/4 and NE1/4NW1/4 of Section 8 (part of Parcel 32S24E080000). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 13. Rights to ditches, canals and reservoirs, and, pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), reservation to the United States of all uranium, thorium or other material peculiarly essential to the production of fissionable materials, together with the right of the United States through it's authorized agents or representatives to enter upon the land and prospect for, mine, and remove the same, all as set forth in the Patent from the United States to Richard Ottis Wildman recorded April 20, 1953 in Book 18 at page 101, Entry No. E-3600. This affects the SE1/4SE1/4 of Section 9 (part of Parcel 32S24E080000).

The Company makes no representation as to the present ownership of any such interests. There may be leases, assignments, grants, exceptions or reservations of interests that are not listed.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
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- 14. Reservation, exception or conveyance of all uranium, thorium or other material peculiarly essential to the production of fissionable materials, and all oil, gas and other minerals and the rights thereto, together with rights of ingress and egress in connection with the same, so as to sever such interests from the remaining fee simple estate, all as set forth in instruments of record including, but not limited to, the following, to wit:
 - a. Warranty Deed from Richard Ottis Wildman, et ux., to Emory O. Todd and Fannie R. Todd dated February 26, 1954 and recorded March 15, 1954 in Book 12 at page 340, Entry No. F10980.
 - b. Warranty Deed from Milford Wildman, et ux., to Emoty O. Todd and Fannie R. Todd dated May 12, 1954 and recorded May 17, 1954 in Book 16 at page 467, Entry No. G-9915.
 - c. Warranty Deed from Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at page 22, Entry No. S-6822.
 - d. Warranty Deed from Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at page 23, Entry No. S-6823.
 - e. Warranty Deed from Dale Lenville Todd and Ida May Todd to Emory O. Todd and Fannie R. Todd dated March 11, 1959 and recorded March 12, 1959 in Book 246 at page 177, Entry No. S-7975.
 - f. Warranty Deed from Raleigh O'Key Coleman and Evelyn L. Coleman to Jack L. Clark and Zona F. Clark dated October 15, 1964 and recorded July 2, 1968 in Book 448 at page 2, Entry No. X-2964.
 - g. Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood, et ux., dated January 7, 1966 and recorded January 10, 1966 in Book 377 at page 297, Entry No. U-5812.
 - h. Quit Claim Deed from Fannie R. Todd to Robert L. and Janice M. Toles recorded February 19, 1986 and recorded in Book 674 at page 357, Entry No. <a href="https://doi.org/10.1007/jhan.2
 - i. Quit-Claim Deed from Sandra Rogers Trueblood to Estate of Glenn E. Trueblood dated June 8, 1972 and recorded July 3, 1972 in Book 503 at page 478, Entry No. Z-4711.
 - j. Quit-Claim Deed from Sandra Rogers Trueblook to S. Rigby Wright dated August 4, 1972 and recorded August 8, 1972 in Book 504 at page 217, Entry No. Z-4972.
 - k. Administrator's Deed from S. Rigby Wright to Lee Afton Hyde, et ux., dated September 24, 1973 and recorded October 30, 1973 in Book 515 at page 178, Entry No. Z-9931.
 - I. Warranty Deed from Lee Afton Hyde, et ux., to Grayson W. Redd, et ux., dated June 12, 1992 and recorded June 12, 1992 in Book 723 at page 618, Entry No. <u>002261</u>.
 - m. Warranty Deed from Grayson Redd, et. ux. to Basin Land & Livestock, FLP, dated May 15, 2019, and recorded May 16, 2019, in Book 1038 at pages 10-11, Entry No. 160317

The Company makes no representation as to the present ownership of any such interests. There may be leases, assignments, grants, exceptions or reservations of interests that are not listed.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

- 15. Oil and gas leases and mining leases unreleased of record which were executed prior to the severance of the leased interest including, but not limited to, the following, to wit:
 - a. Mining Lease from Lee Afton Hyde, et ux., to Idaho Mining Corporation dated January 7, 1975 and recorded January 31, 1975 in Book 539 at page 280, Entry No. 1A-10891.
 - b. Mining Lease from Lee Afton Hyde, et ux., to Idaho Mining Corporation dated January 15, 1975 and recorded January 22, 1975 in Book 538 at page 471, Entry No. 1A-10257.
 - c. Memorandum of Option to Lease from Lee Afton Hyde, et ux., to Larry J. White dated August 18, 1983 and recorded March 1, 1984 in Book 658 at page 142, Entry No. 1H04941.
 - d. Oil and Gas Lease between Lee Afton Hyde, et ux., and Conoco Inc. dated February 10, 1986 and recorded April 10, 1986 in Book 675 at page 540, Entry No. 1H11920.
 - e. Oil and Gas Lease between Lee Afton Hyde, et ux., and Larry J. White dated August 9, 1988 and recorded September 19, 1988 in Book 698 at page 321, Entry No. 1I-07886.
 - f. Oil and Gas Lease from Louise Irene Hegel to Paradox Group, Inc., dated August 13, 2013 and recorded October 2, 2013 in Book 955 at page 278, Entry No. 119804.
 - g. Oil and Gas Lease from Judy Ann Wood to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 283, Entry No. <u>119805</u>.
 - h. Oil and Gas Lease from Hazel Faye Holiday to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 288, Entry No. <u>119806</u>.
 - i. Oil and Gas Lease from Vera O. Weniger to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 293, Entry No. <u>119807</u>.
 - j. Oil and Gas Lease from Marie Jean Coleman to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 364, Entry No. <u>119825</u>.
 - k. Oil and Gas Lease from Kenneth Richard Wildman to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 957 at page 191, Entry No. <u>120356</u>.
 - I. Oil and Gas Lease from Bill and Virginia Smith Living Trust, dated July 3, 2009, by James W. Smith, Jr. and Virginia F. Smith, acting as Trustees, to Paradox Group, Inc., dated August 13, 2013 and recorded December 17, 2013 in Book 957 at page 779, Entry No. 120494.
 - m. Oil and Gas Lease from Robert L. Toles, et ux., to Paradox Group, Inc., dated November 5, 2013 and recorded December 18, 2013 in Book 957 at page 862, Entry No. <u>120508</u>.
 - n. Oil and Gas Lease from The Lester and Geraldine Wildman Revocable Inter Vivos Trust dated February 11, 1994, by Erma M. Williams, acting as Trustee to Paradox Group, Inc., dated April 1, 2014 and recorded April 14, 2014 in Book 961 at page 850, Entry No. 121534. This affects Parcel No. 32S24E080000.
 - The Company makes no representation as to the present ownership of any such interests. There may be leases, assignments, grants, exceptions or reservations of interests that are not listed.
- 16. Easement and right of way, and the terms, conditions and limitations contained therein, in favor of Utah Power & Light Company, recorded January 20, 1970 as Entry No. Y-10590, in Book 486, Page 650, of Public Records.
- 17. Lease Agreement, and the terms, conditions and limitations contained therein, recorded May 12, 1972, as Entry No. Z-4497, in Book 503, Page 98, of Public Records.
- 18. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application For Assessment And Taxation Of Agricultural Land, recorded May 16, 2019 as Entry No. 160318, in Book 1038, Page 12, of Public Records.

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Item 5.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

- 19. A Financing Statement disclosing a security interest and recorded July 30, 2013 as Entry No. 119252, in Book 953, Page 119, of Public Records, Naming Crownrock LP, as Debtor, and Union Bank, as Secured Party.
- 20. Access and rights of ingress and/or egress from a dedicated street or highway are not disclosed of record, and such rights will be excluded from the coverage of our Policy. Covered risk #4 will be deleted from the Policy.

Exceptions for Parcel Nos. 32S24E090000, 32S24E102400 and 32S24E107800 are as follows:

- 21. Rights to ditches, canals and reservoirs as set forth in the Patent from the United States to John Brown dated March 19, 1923 and recorded May 15, 1923 in Book G at Page 404, Entry No. <u>170447</u>. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
- 22. Rights to ditches, canals and reservoirs as set forth in the Patent from the United States to Lester Coleman dated August 22, 1927, and recorded November 26, 1927 in Book T-2 at Page 341, Entry No. A-1321. This affects Parcel No. 32S24E090000.
- 23. Rights to ditches, canals and reservoirs as set forth in the Patent from the United States to Ben F. Schafer dated December 7, 1938 and recorded January 12, 1939 in Book Ia at Page 87, Entry No. A-9732. This affects Parcel No. 32S24E107800.
- 24. Rights to ditches, canals and reservoirs, and reservation the the United States of all uranium, thorium or any other material peculiarly essential to the production of fissionable materials, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, all as set forth in the Patent from the United States to Richard Ottis Wildman dated March 18, 1953 and recorded April 20, 1953 in Book 18 at Page 101, Entry No. E-3600. This affects Parcel No. 32S24S090000.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

- 25. Reservation, exception or conveyance of an interest in the oil, gas and other minerals and mineral rights, so as to sever the same from the remaining fee simple estate, together with rights of ingress and egress in connection with the same, all as set forth in instruments of record including, but not limited to, the following:
 - a. Warranty Deed from Milford Wildman and Sarah Wildman to Elmer Carter and Della A. Carter, his wife, dated March 17, 1953 and recorded April 2, 1953 in Book 16 at Page 294, Entry No. E-3267. This affects Parcel No. 32S24E090000.
 - b. Warranty Deed from Richard Ottis Wildman and Betty Wildman, his wife, to Emory O. Todd and Fannie R. Todd dated February 26, 1954 and recorded March 15, 1954 in Book 12 at Page 340, Entry No. F-10980. This affects Parcel No. 32S24E090000.
 - c. Warranty Deed from Milford Wildman and Sarah Wildman, his wife, to Emory O. Todd and Fannie R. Todd, as joint tenants, dated May 12, 1954 and recorded May 17, 1954 in Book 16 at Page 467, Entry No. G-9915. This affects Parcel No. 32S24E090000.
 - d. Warranty Deed from Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 22, Entry No. S-6822. This affects Parcel No. 32S24E090000.
 - e. Warranty Deed from Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 23, Entry No. S-6823. This affects Parcel No. 32S24E090000.
 - f. Warranty Deed from Dale Lenville Todd and Ida May Todd to Emory O. Todd and Fannie R. Todd, as joint tenants, dated March 11, 1959 and recorded March 12, 1959 in Book 246 at Page 177, Entry No. S-7975. This affects Parcel No. 32S24E090000.
 - g. Decree of Heirship from the Estate of Emory O. Todd to Fannie R. Todd, et al., dated May 2, 1962 and recorded August 9, 1962 in Book 345 at Page 18, Entry No. T-8102. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - h. Quit Claim Deed from Fannie R. Todd to Robert Todd and Rena Todd dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 561, Entry No. U-866. This affects Parcel No. 32S24E090000 and Parcel No. 32S24F102400
 - i. Quit Claim Deed from Fannie R. Todd to Lois Smart and Clinton Smart dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 562, Entry No. U-867. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - j. Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood and Sandra R. Trueblood, his wife, as joint tenants, dated January 7, 1966 and recorded January 10, 1966 in Book 377 at Page 297, Entry No. U-<u>5812</u>. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - k. Quit-Claim Deed from Dale Todd to Robert Todd and Rena Jo Todd, dated April 18, 1966 and recorded June 2, 1966 in Book 380 at Page 624, Entry No. U-7335. This affects Parcel No. 32S24E090000.
 - I. Quit-Claim Deed from Sandra Rogers Trueblood to the Estate of Glenn E. Trueblood, deceased, dated June 8, 1972 and recorded July 3, 1972 in Book 503 at Page 478, Entry No. Z-4711. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - m. Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright, Administrator of the Estate of Glenn E. Trueblood, deceased, dated August 4, 1972 and recorded August 8, 1972 in Book 504 at Page 217, Entry No. Z-4972. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - n. Administrator's Deed from S. Rigby Wright, Administrator of the Estate of Glenn Earl Trueblood, deceased, to Vernon R. Schafer and Nila Schafer, husband and wife, as joint tenants, dated September 24, 1973 and recorded September 24, 1973 in Book 514 at Page 21, Entry No. Z-9339. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - o. Affidavit to Evidence Termination of Joint Tenancy executed by Nila Schafer dated December 28, 2004 and recorded December 29, 2004 in Book 833 at Page 334, Entry No. <u>074871</u>. This affects Parcel No. 32S24E090000, Parcel No. 32S32E102400 and Parcel No. 32S24E107800.
 - p. Personal Representatives Deed from Russell Schafer, as personal representative of the Estate of Nila F. Schafer, also known as Nila Schafer to Russell Schafer and Trent Schafer dated September 23, 2019 and recorded September

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AMERICAN

LAND TITLE

Item 5.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

23, 2019 in Book 1041 at page 692, Entry No. <u>161138</u>. This affects Parcel No. 32S24E090000, Parcel No. 32S32E102400.

The Company makes no representation as to the present ownership of any such interests. There may be leases, assignments, grants, exceptions or reservations of interests that are not listed.

26. All agreements and other provisions relating to the oil, gas and other minerals set forth in the Warranty Deed from Milford Wildman and Sarah Wildman, his wife, to Emory O. Todd and Fannie R. Todd, as joint tenants, dated May 12, 1954 and recorded May 17, 1954 in Book 16 at Page 467, Entry No. G-9915. This affects Parcel No. 32S24E090000.

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ISSUED BY
STEWART TITLE GUARANTY COMPANY

- 27. All unreleased leases of record burdening the surface estate and/or purporting to cover the interest in the oil, gas and other minerals owned by the then owners of the surface estate in the caption land including, but not limited to, the following:
 - a. Mining Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Idaho Mining Corporation dated February 19, 1975 and recorded February 20, 1975 in Book 540 at Page 173, Entry No. 1A-<u>11762</u>. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - b. Oil and Gas Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Conoco Inc., dated February 10, 1986 and recorded April 10, 1986 in Book 675 at Page 534, Entry No. <a href="https://doi.org/10.1086/jns.1986/jns
 - c. Oil and Gas Lease from Etna O. Schafer to Conoco Inc., dated February 10, 1986 and recorded April 10, 1986 in Book 675 at Page 546. Entry No. 1H11922. This affects Parcel No. 32S24E107800.
 - d. Oil and Gas Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Larry J. White dated May 24, 1988 and recorded July 13, 1988 in Book 696 at Page 195, Entry No. 1I <u>07227</u>. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - e. Oil and Gas Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Larry J. White dated September 1, 1992 and recorded November 19, 1992 in Book 727 at Page 517, Entry No. <u>003841</u>. This affects Parcel No. 32S24E107800.
 - f. Oil and Gas Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Larry J. White dated June 10, 1998 and recorded February 24, 1999 in Book 776 at Page 464, Entry No. <u>007762</u>. This affects Parcel No. 32S24E107800.
 - g. Oil and Gas Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Larry J. White dated May 28, 2002 and recorded March 26, 2004 in Book 825 at Page 225, Entry No. <u>071701</u>. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - h. Memorandum of Option to Lease between Nila Schafer and Paradox Group Inc., dated June 11, 2012 and recorded September 4, 2012 in Book 942 at page 782, Entry No. <u>116804</u>. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - i. Oil and Gas Lease from Louise Irene Hegel to Paradox Group, Inc., dated August 13, 2013 and recorded October 2, 2013 in Book 955 at page 278, Entry No. <u>119804</u>. This affects Parcel No. 32S24E090000.
 - j. Oil and Gas Lease from Judy Ann Wood to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 283, Entry No. <u>119805</u>. This affects Parcel No. 32S24E090000.
 - k. Oil and Gas Lease from Hazel Faye Holiday to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 288, Entry No. <u>119806</u>. This affects Parcel No. 32S24E090000.
 - I. Oil and Gas Lease from Vera O. Weniger to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 293, Entry No. <u>119807</u>. This affects Parcel No. 32S24E090000.
 - m. Oil and Gas Lease from Lois Smart to Paradox Group, Inc., dated August 19, 2013 and recorded October 3, 2013 in Book 955 at page 354, Entry No. 119823. This affects Parcel No. 32S24E102400.
 - n. Oil and Gas Lease from Marie Jean Coleman to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 364, Entry No. <u>119825</u>. This affects Parcel No. 32S24E090000.
 - o. Oil and Gas Lease from Nila Schafer to Paradox Group, Inc., dated October 16, 2013 and recorded November 5, 2013 in Book 956 at page 443, Entry No. 120141. This affects Parcel No. 32S24E107800.
 - p. Oil and Gas Lease from Nila Schafer to Paradox Group, Inc., dated August 5, 2013 and recorded November 12, 2013 in Book 956 at page 630, Entry No. 120204. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400
 - q. Oil and Gas Lease from Judity L. Urry to Paradox Group, Inc., dated October 5, 2013 and recorded November 19, 2013 in Book 956 at page 899, Entry No. <u>120274</u>. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400
 - 32S24E102400.
 r. Oil and Gas Lease from Kenneth Richard Wildman to Paradox Group, Inc., dated August 5, 2013 and recorded

November 25, 2013 in Book 957 at page 191, Entry No. <u>120356</u>. This affects Parcel No. 32S24E090000 and Parcel This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

No. 32S24E102400.

- s. Oil and Gas Lease from Bill and Virginia Smith Living Trust, dated July 3, 2009, by James W. Smith, Jr. and Virginia F. Smith, acting as Trustees, to Paradox Group, Inc., dated August 13, 2013 and recorded December 17, 2013 in Book 957 at page 779, Entry No. 120494. This affects Parcel No. 32S24E090000.
- t. Oil and Gas Lease from Robert L. Toles, et ux., to Paradox Group, Inc., dated November 5, 2013 and recorded December 18, 2013 in Book 957 at page 862, Entry No. 120508. This affects Parcel No. 32S24E090000.
- u. Oil and Gas Lease from Lois Smart to Paradox Group, Inc., dated November 5, 2013 and recorded December 18, 2013 in Book 957 at page 866, Entry No. 120509. This affects Parcel No. 32S24E102400.
- v. Oil and Gas Lease from The Lester and Geraldine Wildman Revocable Inter Vivos Trust dated February 11, 1994, by Erma M. Williams, acting as Trustee to Paradox Group, Inc., dated April 1, 2014 and recorded April 14, 2014 in Book 961 at page 850, Entry No. 121534. This affects Parcel No. 32S24E090000.
- w. Memorandum of Option to Lease from Nila Schafer, a widow to Paradox Group Inc., dated August 15, 2017 and recorded July 18, 2018 in Book 1024 at page 746, Entry No. <u>154119</u>. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
- The Company makes no representation as to the present ownership of any such interests. There may be leases, assignments, grants, exceptions or reservations of interests that are not listed.
- 28. Right of Way and Easement Agreement between Fannie R. Todd and Ute Pipe Line Company executed April 23, 1962 and recorded April 26, 1962 in Book 342 at Page 400, Entry No. T-7254. This easement was conveyed by Ute Pipeline Company to Pure Transportation Company in the Assignment of Assets dated November 10, 1964 and recorded November 30, 1964 in Book 369 at Page 315, Entry No. U-1999. Unocal Pipeline Company conveyed this easement to TBI Pipeline Company in the Pipeline Conveyance, Right-of-Way, Assignment and Bill of Sale dated January 1, 1999 and recorded September 13, 1999 in Book 781 at page 423, Entry No. 059399. This instrument refers to a Purchase and Sale Agreement dated June 8, 1999 between Union Oil Company of California, as seller, and Tom Brown, Inc, as buyer. Nothing of record was found in our search to show the connection between Pure Transportation Company and Unocal Pipeline Company or Union Oil Company. The Certificate of the Secretary of State of the State of Delaware dated January 1, 2005 and recorded March 16, 2005 in Book 836 at Page 240, Entry No. 076603, states that TBI Pipeline Company, TBI West Virginia, Inc., and Tom Brown, Inc. were merged with and into Encana Oil & Gas (USA) Inc. under the name of Encana Oil & Gas (USA) Inc. This affects Parcel No. 32S24E090000.
- 29. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application For Assessment And Taxation Of Agricultural Land, recorded September 26, 1974 as Entry No. 1A-3603, in Book 529, Page 13, of Public Records. This affects Parcel No. 32S24E107800.
- 30. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application For Assessment And Taxation Of Agricultural Land, recorded September 26, 1974 as Entry No. 1A-3722, in Book 529, Page 198, of Public Records. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
- 31. Memorandum of Windpark Easement Agreement between Nila Schafer and Blue Mountain Power Partners, LLC, a Delaware limited liability company dated October 23, 2012 and recorded June 25, 2013 in Book 952 at page 51, Entry No. <a href="https://doi.org/10.1006/journal.org/10.1006/journa

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Item 5.

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32. Amendment to Memorandum of Windpark Easement Agreement between Nila Schafer and Blue Mountain Power Partners, LLC, a Delaware limited liability company recorded August 5, 2013 in Book 953 at page 336-341, Entry No. 119293. This affects Parcel No. 32S24E090000, Parcel No. 32S24E102400 and Parcel No. 32S24E107800.

NOTE: Judgments have been checked against the following:

Basin Land & Livestock FLP Nila Schafer Russell Schafer Trent Schafer Acuity Solar

There were NO judgments found.

CHAIN OF TITLE

According to the Public Records, there have been no documents conveying the land within a period of 24 months prior to the date of this commitment, except as follows:

NONE

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STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

- Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
- 2. Demographic Information: Marital status, gender, date of birth.
- 3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

- 1. Publicly available information from government records.
- 2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
- 3. Information about your transactions with Stewart, our affiliates, or others; and
- 4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

- 1. To provide products and services to you or in connection with a transaction.
- 2. To improve our products and services.
- 3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.

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- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search
 companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair,
 customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- · Stewart's affiliated and subsidiary companies.
- Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Chief Compliance and Regulatory Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

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Effective Date: January 1

Updated: January 1,

Item 5.

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this Privacy Notice at Collection for California Residents ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES

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H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES	Item 5.
I. Professional or employment- related information.	Current or past job history or performance evaluations.	YES	
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES	
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES	

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

<u>Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties</u>

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose.

File No.: 2021894 112 Typically, when we disclose personal information for a business purpose, we enter into a contract that describe purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
 Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

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- 1. Complete the transaction for which we collected the personal information, provide a good or service that yo requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 3. Debug products to identify and repair errors that impair existing intended functionality.
- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seg.).
- 6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- 7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- 8. Comply with a legal obligation.
- 9. Make other internal and lawful uses of that information that are compatible with the context in which you provided

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

- 1. Calling us Toll Free at 1-866-571-9270; or
- Emailing us at Privacyrequest@stewart.com; or
- 3. Visiting http://stewart.com/ccpa.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

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Item 5.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or au to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at https://www.stewart.com/en/privacy.html.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: http://stewart.com/ccpa

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Chief Compliance and Regulatory Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

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Permit Report

01/03/2025 - 02/07/2025

Permit Date	Applicant Name	Building Address	Building CityStateZip	Description
2/3/2025	Matthew Black	16 Aberts Squirrel Trail	Monticello, Utah, 84535	Residential Single Family Home
2/3/2025	Lacie Walker	27 Lidia Circle	Moab, UT 84532	Single Family Home
1/29/2025	IEGEC, LLC	11850 S. HWY 191 A10	Moab, UT 84532	Storefront/sh owroom
1/25/2025	Adam Shank	hc 63 box 41	Monticello UT 84535	Single Family Home
1/24/2025	Enfinity Global			
1/16/2025	San Juan Health Service District	380 West 100 North	Monticello	Hospital
1/15/2025	Hal W. Palmer	742 E Meadow Ln	Blanding, Utah, 84511	Residential
1/13/2025	Sandy Maillaird	281 E main st	Bluff, ut, 84512	Office
1/9/2025	Roland H Gordon	180 Tera Drive (19}	84532	Office
1/27/2025	Eli Morgan	1341 Harris Lane	Blanding, UT, 84511	Single Family Home

Total Records: 10 2/10/2025

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