

# Town of Leeds

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## Agenda Town of Leeds Planning Commission Wednesday, June 1, 2022

**PUBLIC NOTICE** is hereby given that the Town of Leeds Planning Commission **PUBLIC MEETING** scheduled for Wednesday, June 1, 2022 at 7:00 P.M. This meeting will be held at Leeds Town Hall, 218 N. Main Street, Leeds, UT 84746.

If you are interested in participating remotely via Zoom, please contact Town Hall at 879-2447 or email [Clerk@LeedsTown.org](mailto:Clerk@LeedsTown.org) for the Zoom details.

### **Regular Meeting 7:00 p.m.**

1. Call to Order/Roll Call
2. Invocation
3. Pledge of Allegiance
4. Declaration of Abstentions or Conflicts
5. Consent Agenda:
  - a. Tonight's Agenda
  - b. Meeting Minutes of May 4, 2022
6. Announcements:
  - a. Fourth of July Festivities
  - b. Fiscal Year end June 30, 2022
  - c. Huntsman Games Cycling event October 6, 2022
7. Public Hearing:
  - a. Zone Change Request on Parcel L-73-A from Commercial (C) to R-R-20 approximately .86 acres for Gay Egley
8. Action Items:
  - a. Discussion Possible Action Regarding Potter Property approximately 11.94 acres
  - b. Discussion Possible Action Regarding Zone Change Request on Parcel L-73-A from Commercial (C) to R-R-20, approximately .86 acres for Gay Egley
  - c. Discussion Possible Action Regarding Lot Line Adjustment on Parcel L-73-A for Gay Egley
9. Discussion Items: None
10. Staff Reports
11. Adjournment

The Town of Leeds will make reasonable accommodations for persons needing assistance to participate in this public meeting. Persons requesting assistance are asked to call the Leeds Town Hall at 879-2447 at *least* 24 hours prior to the meeting.

The Town of Leeds is an equal opportunity provider and employer.

Certificate of Posting.

The undersigned Clerk/Recorder does hereby certify that the above notice was posted May 30, 2022, at these public places being **Leeds Town Hall, Leeds Post Office**, the Utah Public Meeting Notice website <http://pmmutah.gov> and the Town of Leeds website [www.leadstown.org](http://www.leadstown.org)



Aseneth Steed, Clerk/Recorder

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Hello,

We are the directors for Huntsman Games Cycling. We would like to hold a bicycle road race event Oct 6 and part of the course would go through your Main St. See attached map. We would also love to have the finish and start line on the shoulder/street of Main Street in front or near to the LDS Church at 75 N Main St. This will take place in the morning with set up around 6am and go until 2pm. We anticipate approx 250 riders. We are insured and will provide the City of Leeds a Certificate of Insurance. This event will be for athletes over 50 years old and we will use Utah Barricade and signs to mark the course and warn drivers of the event.

Please let me know what questions you have.

I have copied the Sports Director of Huntsman Games and my partner who is also the director of cycling.

See attached map for the route of the race.

<https://www.mapmyride.com/routes/view/4804324075>

RIDE RIDE

HURRICANE UT, UNITED STATES

26.73 MI 1,737 FT

### 2022 HUNTSMAN WORLD SENIOR GAMES ROAD RACE COURSE

2022 Huntsman World Senior Games Road Bike Road Race

BOOKMARK

LOG WORKOUT

ADD TO WEBSITE

SHARE

MORE



Map data ©2022 Goog

ELEVATION (FT)





## TOWN OF LEEDS

### Planning Commission Meeting

### PUBLIC HEARING NOTICE

Notice is hereby given that a Public Hearing will occur at the  
Planning Commission Meeting on  
**Wednesday, June 1, 2022 at 7:00 p.m.**

At the Leeds Town Hall 218 North Main Street, Leeds, Utah.

The Leeds Planning Commission will hold a public hearing on the above-mentioned date to consider the following proposed item:

1. Zone Change Request on Parcel L-73-A from Commercial ( C ) to R-R-20 approximately .86 acres for Gay Egley.
2. Lot Line Adjustment for Parcel L-73-A

Copies of the proposed Zone Change Request will be available for review at the Leeds Town Hall during regular business hours (9:00 a.m. to 2:00 p.m. Monday – Thursday)

Interested persons are encouraged to attend the public hearing to be held in the Leeds Town Hall at 218 North Main Street, or present their views in writing to the Leeds Town Clerk/Recorder prior to the meeting.

#### Certificate of Posting

The undersigned Clerk/Recorder does hereby certify that the above notice was posted May 22, 2022. The public places being at Leeds Town Hall, Leeds Post Office, the Utah Public Meeting Notice website <http://pmn.utah.gov>, the Town of Leeds Website [www.leedstown.org](http://www.leedstown.org), also published in the Spectrum Newspaper.

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Aseneth Steed  
Clerk/Recorder



# TOWN OF LEEDS

218 NORTH MAIN STREET  
PO BOX 460879  
LEEDS, UT 84746-0879

PHONE: 435-879-2447 FAX: 435-879-6905

E-mail: [leedstownhall@beyondbb.com](mailto:leedstownhall@beyondbb.com) // Website: [www.leedstown.org](http://www.leedstown.org)

PROCESSING FEE: \$1,000.00  
NON-REFUNDABLE  
Date \_\_\_\_\_  
Received by \_\_\_\_\_

## ZONE CHANGE / AMENDMENT APPLICATION

Project Name LEEDS MARK IT PLACE  
Number of Lots Proposed 2 Acreage \_\_\_\_\_  
Project Location Parcel Tax ID #(s) L-73-A

Applicant Name traci FIELDSTED  
Address 211 N. MAIN LEEDS UT 84746  
Phone 801 368 8896 Fax \_\_\_\_\_ Cell \_\_\_\_\_ e-mail TFIELDSTED@MSN.COM

Owner of Property GAY Egley  
Address 390 W. 2050 S. HURRICANE UT 84737  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_ e-mail \_\_\_\_\_

Contact Person of those listed above traci FIELDSTED

EXISTING ZONING C ZONE CHANGE(S) REQUESTED R-R-20 ACREAGE .86

Refer to Town of Leeds Zonings:

- |                                       |                                 |                                |
|---------------------------------------|---------------------------------|--------------------------------|
| R-R-5.....Rural Residential 5 acre    | R-1-5.....Residential 5 acre    |                                |
| R-R-2.....Rural Residential 2 acre    | R-1-2.....Residential 2 acre    | R-M-7.....Multiple Residential |
| R-R-1.....Rural Residential 1 acre    | R-1-1.....Residential 1 acre    | C.....Commercial               |
| R-R-20.....Rural Residential 1/2 acre | R-1-20.....Residential 1/2 acre | OS.....Open Space              |
|                                       | R-1-10.....Residential 1/4 acre | M-H.....Mobile Home            |

Attach complete legal description for the property/area requested to be changed and provide all of the following information:

- Two sets of mailing labels with stamped envelopes for all property owners within a 300-foot radius from the border of the subject property obtained from a Title Company. Maps & Names of Property Owners are available from Washington County Recorder's Office, 87 North 200 East, St. George, Utah 84770, ph (435)634-5709.
- Written justification describing the purpose for the zone change request and proof of concurrence with Town of Leeds General Plan.
- Required Building Plans as per Land Use and Zoning Ordinance #05-02, including all tests, exhibits and studies.
- A copy of the requested legal description in a read-only CD/electronic format and e-mailed to [leedsplanner@beyondbb.com](mailto:leedsplanner@beyondbb.com)
- A copy of the legal description provided in Microsoft Word Format on a read-only CD and e-mailed to [leedsplanner@beyondbb.com](mailto:leedsplanner@beyondbb.com)
- One 24" x 36" plat site exhibit of the requested zone change and 16 copies 8.5" x 11" or 11"x 17" all matching the legal description.
- One 24" x 36" site exhibit of the County Ownership Plat(s) identifying the existing parcel(s) included in the legal description.

# TOWN OF LEEDS

## ZONE CHANGE / AMENDMENT APPLICATION

The following fees are due at the time of application. Incomplete applications will be returned. No exceptions.

1. Filing Fee (non-refundable): \$1,000.00
2. Addresses labels, envelopes, stamps and other associated mailing expenses are to be provided by Applicant.
3. Acreage Fees -
  - a. Less than 1 acre: No Fee
  - b. One – 100 acres: \$50.00 per acre
  - c. 101 – 500 acres: \$25.00 per acre
  - d. Over 500 acres: \$10.00 per acre

Note: For acreage designated as open space, no acreage fee assessed if open space is over 10 acres. Open space includes parks, golf courses, floodplains, hillsides and similar natural areas. This does not include required recreation areas and/or setback areas.

File the completed application at:

Town of Leeds  
P.O. Box 461195  
Leeds, UT 84746

Signature of Applicant

Traci Fieldsted

Date 4-4-22

Signature or Consent of Owner

Traci Fieldsted

Date 4-4-22

### APPLICANT AFFIDAVIT

I, Traci Fieldsted, do hereby say that I am the owner/agent of the subject property of this application. The statements, information, exhibits and any and all plans herein or attached or submitted present the intentions of the applicant and are in all respects true and correct to the best of my knowledge and belief. I do hereby agree to pay all adopted and customary fees of the Town of Leeds relating to this application.

Traci Fieldsted

Owner/Agent

Date

4-4-22

Prior to meeting with the Planning Commission, you must schedule a time to meet with the Planning Review Committee (PRC) by contacting the Town Planner at Town Hall 435-879-6805 or by e-mail [leedsplanner@beyondbb.com](mailto:leedsplanner@beyondbb.com) Following approval from the Town Planner, you must schedule to present to the Planning Commission. The Planning Commission meets at 7:00 p.m. on the first Wednesday of each month.

*Application is hereby made for a zone change/amendment to the Leeds Zoning Map*

TRACI FIELDSTED 01-12  
165 E 300 N  
SPRINGVILLE, UT 84663

97-32/1243

1242

DATE May 18, 22 MP

PAY TO Town of Leeds \$ 1,000.00  
THE ORDER OF One Thousand & 00/100 DOLLARS

SECURE DELIVER COMMERCIAL  
INCLUDE TV BLUE FRONT SECURITY

Heat  
Reactive  
Ink

Mapleton Office / 489-5640  
**Central Bank**  
Mailing: P.O. Box 600 - Springville, Utah 84663-0600  
385 N. Main St. Mapleton, Utah 84664

MEMO \_\_\_\_\_

Traci Fieldsted MP

⑆ 124300327⑆ 084 32211 4⑆ 1242

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



WHEN RECORDED RETURN TO:  
Greenbrier Title Insurance Agency, Inc.  
1955 W GROVE PARKWAY, STE 202  
Pleasant Grove, UT 84062

**POWER OF ATTORNEY - SPECIAL  
(SPECIFIC PROPERTY ONLY)**

Know all men by these presents that I/we

Gay S. Egley

have/has made, constituted, and appointed and, by these presents, do hereby make, constitute and appoint

Traci Fieldsted

my/our true and lawful attome(y/ies) and in my/our name(s), place(s) and stead(s) to do and perform the following act or acts, which are hereby limited, however, to the following described real property and any improvements and fixtures located thereon:

A parcel of land located in the Northwest Quarter (NW1/4) of Section 7, Township 41 South, Range 13 West, Salt Lake Base and Meridian, as set forth on Lot Line Adjustment Map recorded July 29, 2008, as Doc No. 20080030281, Official Washington County Records, more particularly described as follows:

Beginning at a point on the extension of a fence line which is located South 89°09'02" West 132.92 feet from the Northeast Corner of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of said Section 7, said point also being on the Sixteenth line, and running thence along said fence line the following two courses: South 00°13'02" East 118.27 feet; thence South 40°48'53" East 114.98 feet to the Northwesterly right-of-way line of Main Street; thence South 47°58'07" West along said Northwesterly right-of-way line 456.54 feet; thence North 41°40'28" West along a fence line and extension of the fence line 425.01 feet; thence North 48°26'00" East 243.44 feet; thence North 42°01'53" West 35.32 feet to the Sixteenth line; thence North 89°09'02" East along the Sixteenth line 387.64 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM that portion dedicated for WEST BABYLON STREET, by Roadway Dedication & Abandonment Map, recorded July 29, 2008, as Doc No. 20080030282, Official Washington County Records.

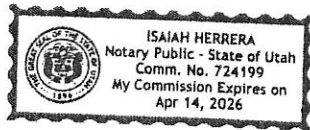
TAX ID NO. / Parcel / Serial No: L-73-A

to ask, demand, sue for, recover, collect, and receive all such sums of money, debts, and demands whatsoever as are now or shall hereafter become due, owing, payable, or belonging to the undersigned; and have, use, and take all lawful ways and means in the name of the undersigned, or otherwise, for the recovery thereof, by legal process, and to compromise and agree for the same, and grant acquittances or other sufficient discharges for the same, for the undersigned, and in the name of the undersigned to make, seal, and deliver the same; to compromise any and all debts owing by the undersigned, and to convey, transfer, and/or assign said property in satisfaction of any debt owing by me (either of us); to bargain, contract, agree for, purchase, receive, and take said property, and accept the seizen and possession thereof, and all deeds, and other assurances in the law therefore; and to lease, let, demise, bargain, sell, remise, release, convey, mortgage, convey in trust, and hypothecate said property, upon such terms and conditions, and under such covenants as said attorney shall think fit; to exchange said property for other real or personal property, and to execute and deliver the necessary instruments of transfer or conveyance to consummate such exchange; to execute and deliver subordination agreements subordinating any lien, encumbrance or other right in said property to any other lien, encumbrance, or other right therein; also to bargain and agree for, buy, sell, mortgage, hypothecate, convey in trust or otherwise, and in any and every way and manner deal in and with the improvements and fixtures located on said real property, including authority to utilize by eligibility for VA Guaranty; and, also, for the undersigned and in the name and as the act and deed of the undersigned, to sign, seal, execute, deliver, and acknowledge such deeds, covenants, leases, indentures, agreements, mortgages, deeds of trust, hypthecations, assignments, notes, receipts, evidences of debts, assumption agreements, settlement documents, releases and satisfactions of mortgage, and such other instruments in writing, of whatever kind or nature, as may be reasonable, advisable, necessary, or proper in the premises, but only with respect to said property.

Giving and granting unto said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as the undersigned might or could do if personally present, the undersigned hereby expressly ratifying and confirming all the said attorney shall lawfully do or cause to be done by virtue of these presents.

In witness whereof, I/we have hereunto set my/our hand(s) this 11<sup>th</sup> day of May, 2022

STATE OF Utah  
COUNTY OF Washington



Gay S. Egley  
Gay S. Egley

On the 11<sup>th</sup> day of May, 2022, personally appeared before me, Gay S. Egley the signer of the within instrument, who duly acknowledged to me that he/she executed the same.

[Signature]  
Notary Public

**EXHIBIT "A"**

A parcel of land located in the Northwest Quarter (NW1/4) of Section 7, Township 41 South, Range 13 West, Salt Lake Base and Meridian, as set forth on Lot Line Adjustment Map recorded July 29, 2008, as Doc No. 20080030281, Official Washington County Records, more particularly described as follows:

Beginning at a point on the extension of a fence line which is located South 89°09'02" West 132.92 feet from the Northeast Corner of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of said Section 7, said point also being on the Sixteenth line, and running thence along said fence line the following two courses: South 00°13'02" East 118.27 feet; thence South 40°48'53" East 114.98 feet to the Northwestern right-of-way line of Main Street; thence South 47°58'07" West along said Northwestern right-of-way line 456.54 feet; thence North 41°40'28" West along a fence line and extension of the fence line 425.01 feet; thence North 48°26'00" East 243.44 feet; thence North 42°01'53" West 35.32 feet to the Sixteenth line; thence North 89°09'02" East along the Sixteenth line 387.64 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM that portion dedicated for WEST BABYLON STREET, by Roadway Dedication & Abandonment Map, recorded July 29, 2008, as Doc No. 20080030282, Official Washington County Records.

**TAX ID NO.: L-73-A**

## EXHIBIT "A"

TRACY FIELDSTEAD R-22 PARCEL DESCRIPTION  
(L-73-A)  
(April 29, 2022)

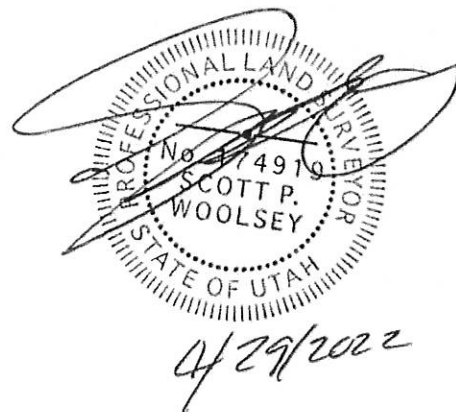
Commencing at the Northeast Corner of the Southeast 1/4 of the Northwest 1/4 of Section 7, Township 41 South, Range 13 West, Salt Lake Base and Meridian; Thence South 89°09'02" West, along the 1/16<sup>th</sup> Section line, a distance of 566.59 feet; Thence South 00°00'00" East, a distance of 197.61 feet, to the Point of Beginning; Thence South 41°40'28" East, a distance of 341.89 feet, to a point on the Westerly right of way line of Main Street; Thence South 47°58'07" West, along said line, a distance of 77.00 feet; Thence North 41°40'28" West, a distance of 342.51 feet; Thence North 48°26'00" East, a distance of 77.00 feet to the Point of Beginning.

Containing: 26,349 square feet or 0.60 acres, more or less.

Together with a 33.00 foot wide access easement being North and immediately adjacent to the above parcel, being more particularly described as follows:

Commencing at the Northeast Corner of the Southeast 1/4 of the Northwest 1/4 of Section 7, Township 41 South, Range 13 West, Salt Lake Base and Meridian; Thence South 89°09'02" West, along the 1/16<sup>th</sup> Section line, a distance of 566.59 feet; thence South 00°00'00" East, a distance of 197.61 feet, to the Point of Beginning; Thence North 48°26'00" East, a distance of 33.00 feet; Thence South 41°40'28" East, a distance of 341.62 feet, to a point on the Westerly right of way line of Main Street; Thence South 47°58'07" West, along said line, a distance of 33.00 feet; Thence North 41°40'28" West, a distance of 341.89 feet, to the Point of Beginning.

Containing: 11,278 square feet or 0.26 acres, more or less.





NORTH 1/16TH CORNER OF THE NW 1/4 OF SECTION 7, SECTION 12 & 7, FND 1986 MACDONALD ENG. ALUM CAP

NE CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 7, T. 41 S. R. 3 W. S. 88 M. FND BLM BRASS CAP

S89°09'02"W  
132.92

S89°09'02"W

566.59'

S00°00'00"E  
197.61

N48°26'00"E  
77.00

N48°26'00"E  
33.00

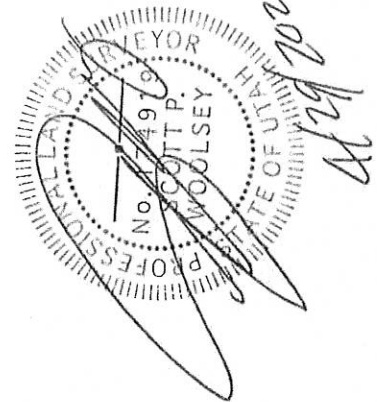
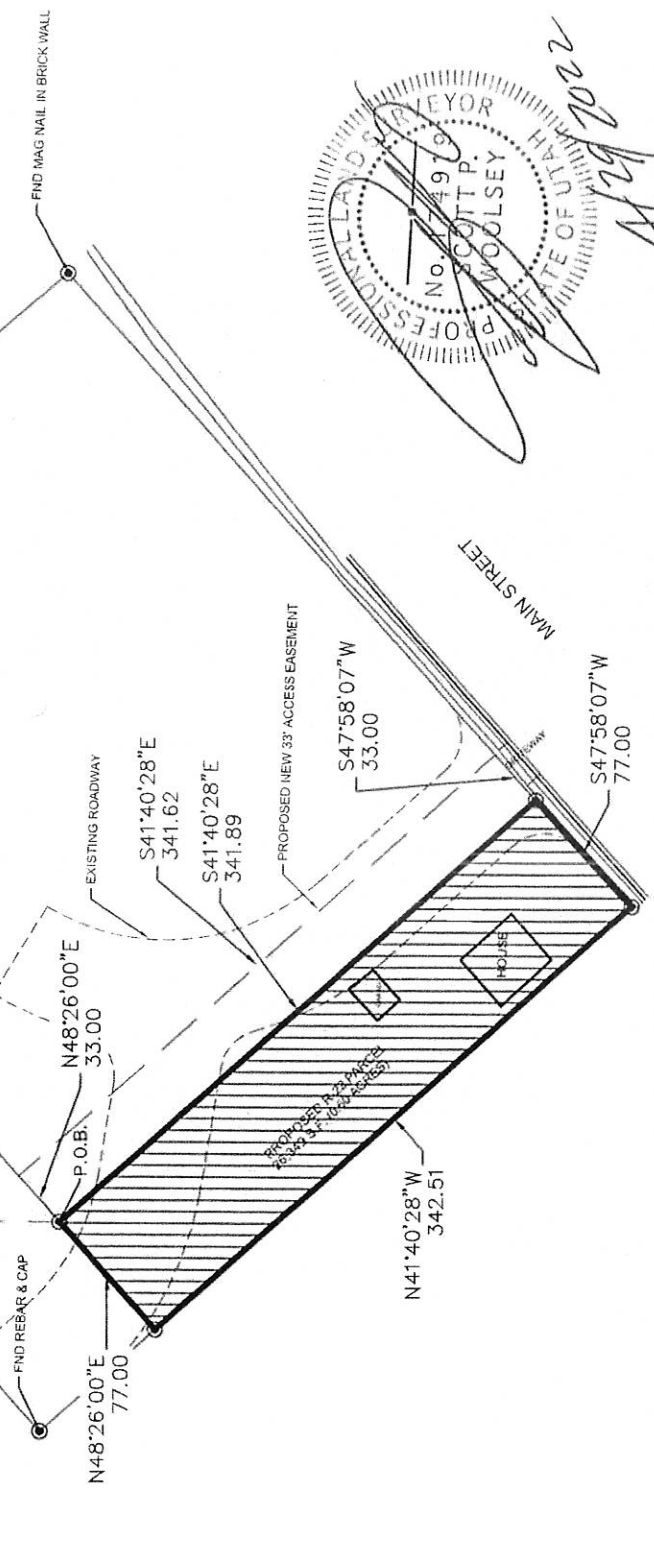
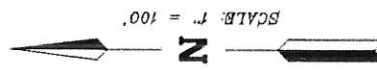
S41°40'28"E  
341.62

S41°40'28"E  
341.89

N41°40'28"W  
342.51

S47°58'07"W  
33.00

S47°58'07"W  
77.00



# R-22 ZONE CHANGE PARCEL EXHIBIT "B"

**ALPHA ENGINEERING**  
43 South 100 East, Suite 190 • St. George, Utah 84770  
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

SPW APRIL 29, 2022

# ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

## NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL 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, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 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.*

Issued through the Office of

Greenbrier Title Insurance Agency, Inc.  
1955 W. Grove Parkway, Suite 202  
Pleasant Grove, UT 84062

Steve Tuttle, President, License #: 122136  
Authorized Signatory

ALTA Commitment for Title Insurance

## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

By  President

Attest  Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

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

*This page is only a part of a 2016 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.*



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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

*This page is only a part of a 2016 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.*



1955 West Grove  
Parkway, Suite 202  
Pleasant Grove, UT  
84062

Phone: 801-756-4551 / Fax: 801-756-2775

**COMMITMENT FOR TITLE INSURANCE**  
Old Republic National Title Insurance Company

Dated: May 16, 2022

**SCHEDULE A**

Valid only if Schedule B and Cover are attached.

Greenbrier File No. 4758

1. Effective Date: April 21, 2022 at 8:00 AM
2. Policy or Policies to be issued:
  - (a) ALTA Homeowner's Policy (06-17-06)                      Amount of Insurance: **\$TBD**  
Proposed Insured:    Premium: **\$TBD**  
**TBD**
  - (b) ALTA Loan Policy (06-17-06)                              Amount of Insurance: **N/A**  
Proposed Insured:    Premium: **N/A**  
**N/A**
  - (c) Endorsements: **100, 116, 8.1**                              Premium: **Included**
3. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple and is at the effective date hereof vested in:  
  
**Gay S. Egley, trustee of the Gay Egley Trust dated May 3, 2006**
4. The land referred to in this Commitment is located in *Washington County*, State of Utah, and is described as follows:  
  
**See Attached Exhibit "A"**

Property Known as: **211 North Main Street Leeds, Utah 84746**

**EXHIBIT "A"**  
(Legal Description)

A parcel of land located in the Northwest Quarter (NW1/4) of Section 7, Township 41 South, Range 13 West, Salt Lake Base and Meridian, as set forth on Lot Line Adjustment Map recorded July 29, 2008, as Doc No. 20080030281, Official Washington County Records, more particularly described as follows:

Beginning at a point on the extension of a fence line which is located South 89°09'02" West 132.92 feet from the Northeast Corner of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of said Section 7, said point also being on the Sixteenth line, and running thence along said fence line the following two courses: South 00°13'02" East 118.27 feet; thence South 40°48'53" East 114.98 feet to the Northwesterly right-of-way line of Main Street; thence South 47°58'07" West along said Northwesterly right-of-way line 456.54 feet; thence North 41°40'28" West along a fence line and extension of the fence line 425.01 feet; thence North 48°26'00" East 243.44 feet; thence North 42°01'53" West 35.32 feet to the Sixteenth line; thence North 89°09'02" East along the Sixteenth line 387.64 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM that portion dedicated for WEST BABYLON STREET, by Roadway Dedication & Abandonment Map, recorded July 29, 2008, as Doc No. 20080030282, Official Washington County Records.

**TAX ID NO. / Parcel / Serial No: L-73-A**

**SCHEDULE B - SECTION I  
REQUIREMENTS**

The following are the requirements to be complied with and completed to the satisfaction of the Company before its policy of title insurance will be issued:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

**ADDITIONAL REQUIREMENTS:**

5. Warranty deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to **TBD**
6. Deed of Trust sufficient to encumber the fee simple estate or interest in the land described or referred to herein, for the benefit of the Proposed Insured, Schedule A, Item 2B.
7. Payment of any Homeowners Fees that may be outstanding, as applicable.
8. Release(s) and/or satisfaction(s) of deed(s) of trust shown in Schedule B, Section 2 herein.
9. Copy of Trust

**SCHEDULE B - Section 2  
EXCEPTIONS**

**GENERAL EXCEPTION**

- I. Defects in liens, encumbrances, adverse claims or other matters, if any, created, first appearing the public records or attaching subsequent to the effective date hereof but prior to the date proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

**STANDARD EXCEPTIONS**

- II. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
- III. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
- IV. Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
- V. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- VI. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof, Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes, water rights, or claims or title to water.
- VII. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
- VIII. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, or garbage

**SPECIAL EXCEPTIONS**

9. 2022 taxes are accruing as a lien and are not yet due and payable. **2021 taxes have been paid in the amount of \$6,392.58. Tax ID L-73-A.**
10. The effects of easements, restrictions, covenants, conditions, notes, building set-back lines, and rights of way for roads, ditches, canals, streams, rivers, telephone and transmission lines, drainage, utilities or other incidental purposes, over, under or across said property, which are of record or which may be ascertained by an inspection or accurate survey, including, without limitation, any easements, notes, restrictions, building site requirements, setback lines, or rights of way provided for in the official plat map or of record, if any.
11. Any and all outstanding oil and gas, mining and mineral rights, etc., together with the right of the proprietor of a vein or Lode to extract his ore therefrom should the same be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said right.
12. Subject to Notes, restrictions, easements, setbacks and conditions as disclosed on dedicated plat.



13. Any and all water rights, claims, or Title to water.
14. Trust Deed dated June 28, 2017, by and between Gay S. Egley, trustee of the Gay Egley Trust dated May 3, 2006, as grantor, Greenbrier Title Insurance Agency, Inc. as Trustee, and Navajo Mud Hut, LLC, as beneficiary in the amount of \$450,000.00 recorded June 29, 2017, as Entry No. 20170026770 of Official Records.
15. Trust Deed dated June 28, 2017, by and between Gay S. Egley, trustee of the Gay Egley Trust dated May 3, 2006, as grantor, Greenbrier Title Insurance Agency, Inc. as Trustee, and Navajo Mud Hut, LLC, as beneficiary in the amount of \$450,000.00 recorded June 29, 2017, as Entry No. 20170026871 of Official Records.
16. Subject to the terms and conditions of the Gay Egley Trust dated May 3, 2006, as disclosed by Warranty Deed recorded June 29, 2017, as Entry No. 20170026871 of Official Records.
17. Subject to the rights of any parties in possession of said property as tenants only by virtue of any unrecorded lease agreements.

\*\*\*\*\*

NOTE: The following names have been checked for judgments

The Gay Egley Trust

Gay S. Egley

No unsatisfied judgments appear of record in the last eight years except as shown herein.

24-MONTH CHAIN: According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

NONE

COUNTERSIGNED



---

Greenbrier Title Insurance Agency, Inc.  
Authorized Countersignature

Your Escrow Officer is:

*David Martin*

For information or services in connections with this transaction please contact:

Greenbrier Title Insurance Agency, Inc.

1955 West Grove

Parkway, Suite 202  
Pleasant Grove, UT 84062  
P: 801-756-4551 / F: 801-756-2775  
*Reference No. 4758*



**FACTS**
**WHAT DOES OLD REPUBLIC TITLE  
DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

Questions

 Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>



### Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

### Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				



1955 W. Grove Parkway, Suite 202, Pleasant Grove, UT 84062

Phone: 801-756-4551 / Fax: 801-756-2775

David Martin:

David@greenbriertitle.com

### **PRIVACY POLICY NOTICE**

Greenbrier Title Insurance Agency, INC respects the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the Greenbrier Title Insurance Agency, INC Privacy Policy.

**What Kinds of Information We Collect:** Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, or from other sources include:

- I. Information from forms and applications for services, such as your names, address and telephone number.
- II. Information about your transaction, including information about the real property that you bought, sold, or financed such as address, cost, existing liens, easements or other title information and deeds.
- III. With closing, Escrow, settlement, or mortgage lending services or mortgage loans servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction
- IV. Information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

**How We Use and Disclose This Information:** We use your information to provide you with the services, products, and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are a part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

**How We Protect Your Information:** We maintain administrative, physical, electronic, and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

**Title Insurance Agents May Be Covered by this Policy:** if your transaction goes through a title insurance agent this is not part of the Greenbrier Title Insurance Agency, INC family, the agent handling your transaction should provide you with the agent's own privacy policy or evidence that the agent has adopted our policy.



# OLD REPUBLIC TITLE

## FACTS

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<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	No	We don't share
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How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver’s license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
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Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				





## PRIVACY POLICY NOTICE

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***What kinds of information we collect:*** Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- I. information from forms and applications for services, such as your name, address and telephone number
- II. information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- III. with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- IV. information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

***How we use and disclose this information:*** We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

***How we protect your information:*** We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

***Title insurance agents may be covered by this policy:*** If your transaction goes through a title insurance agent that is not part of the Greenbrier Title Insurance Agency, Inc. family, the agent handling your transaction should provide you with the agent's own privacy policy or evidence that the agent has adopted our policy.

If you have any questions about this privacy statement or our practices at Greenbrier Title Insurance Agency, Inc., please email us at [steve@greenbriertitle.com](mailto:steve@greenbriertitle.com) or write us at:

**Greenbrier Title Insurance Agency, Inc.**  
**1955 W. Grove Parkway, Suite 202**  
**Pleasant Grove, UT 84062**



## TOWN OF LEEDS

218 NORTH MAIN STREET  
PO BOX 460879  
LEEDS, UT 84746-0879  
PHONE: 435-879-2447 FAX: 435-879-6905  
E-mail: [clerk@leedstown.org](mailto:clerk@leedstown.org) // Website: [www.leedstown.org](http://www.leedstown.org)

May 18, 2022

Dear Property Owner,

The Town of Leeds is hereby notifying all property owners within 300 feet of a Zone Change requested by Gay Egley, .Subject Parcel Number L-73-A is approximately .86 acres in size and is generally located at 211 N Main Street. See attached legal description.

The request is to change current zoning of C to zoning of R-R-20 for future development.

The Town of Leeds Planning Commission will hold the public hearing on Wednesday, June 1, 2022 at 7:00 p.m. The public hearing will be held to receive public comments relative to the Zone Change Request.

The proposed Zone Change request is available at Town Hall, 218 North Main Street, and can be reviewed during regular business hours 9:00am – 1:00pm on Monday thru Thursday.

Please call Town Hall if you have any questions.

This will be a public meeting and you are welcome to attend.

Respectfully,

Aseneth Steed  
Deputy Clerk/Recorder

SECTION 41  
Range B



**FILING FEE: \$200.00**  
Non-refundable  
Received by \_\_\_\_\_  
Filing Date \_\_\_\_\_

## TOWN OF LEEDS

218 NORTH MAIN STREET  
PO BOX 460879  
LEEDS, UT 84746-0879  
PHONE: 435-879-2447 FAX: 435-879-6905  
E-mail: [clerk@leedstown.org](mailto:clerk@leedstown.org) // Website: [www.leedstown.org](http://www.leedstown.org)

### LOT LINE (BOUNDARY) ADJUSTMENT INSTRUCTIONS

Lot Line (or Boundary Line) Adjustments between adjacent properties may be executed upon the recordation of an appropriate deed(s) IF:

- no new dwelling lot or housing unit results from the lot line adjustment
  - the adjoining property owners consent to the lot line adjustment
  - the lot line adjustment does not result in remnant land that did not previously exist
- AND
- the adjustment does not result in violation of applicable zoning requirements.

Each lot line adjustment request is limited to the adjustment of property line boundaries between only two adjacent properties. Additional properties require separate lot line adjustment requests.

Obtain the Lot Line Application Form from the Leeds Town Clerk/Recorder at Town Hall.

Obtain a Preliminary Title Report from Washington County that lists all property owners of the subject parcels, no longer than 60 days or up to 120 days, provided the report is updated and acknowledged by title company.

Draw up the appropriate deeds, legal descriptions and exhibits including the Existing and Proposed Lot Boundaries that reflect the proposed lot line adjustment.

**Note:**

The deeds are NOT to be recorded until the Town or Engineer executes an approval stamp on each document.

If any new easements are required along the proposed boundary between the two properties, the required procedures for dedicating easements shall be followed and the new easements shall be recorded prior to lot line adjustment approval.

If any existing easements are proposed to be vacated because they will be affected by the proposed lot line agreement, the required procedures for vacating easements shall be followed and an additional fee may be required. The property owners may elect to leave the existing easements along the proposed boundary.

Submit a completed application, a stamped envelope filled out for all adjacent property owners, the required fee, Preliminary Title Report, the appropriate deeds, legal descriptions and exhibits to the Leeds Town/Clerk Recorder, attention to Planning/Engineering.

Upon approval of the lot line adjustment, the appropriate deeds may be recorded in the County Recorder's Office by arrangement of the property owners or their representatives.

*Town of Leeds*  
**LOT LINE (BOUNDARY) ADJUSTMENT -  
APPLICATION**

1. Applicant / Owner Name: Gay Egley  
Address, City, State, Zip: 390 W. 2050 S Hurricane, UT 84137  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Existing Zone: \_\_\_\_\_ Lot Number: \_\_\_\_\_ Tax Parcel ID Number: \_\_\_\_\_

2. Applicant / Owner Name: Traev Fieldsted  
Address, City, State, Zip: 211 W. Main, Leeds UT 84746  
Phone: 801-368-8896 E-mail: Tfieldsted@msn.com  
Project Location: 211 W. Main Leeds UT  
Existing Zone: \_\_\_\_\_ Lot Number: \_\_\_\_\_ Tax Parcel ID Number: \_\_\_\_\_

Subdivision, if any: \_\_\_\_\_

Engineer Firm and Contact Name: Alpha Engineering Scott Woolsey  
Address, City, State, Zip: 43 S. 100 E St George UT 84770  
Phone: 435-628-6300 Fax 635-628-6553 E-mail: Scottwoolsey@alphaeng.com

Please include with the application:

- \$200.00 filing fee - non-refundable
- Stamped envelope filled out for all adjacent property owners.
- Two copies: 24" x 36" of the plat drawing showing existing lots and proposed boundary adjustments. These must each include the legal descriptions with details of the adjustment for the parcels involved, placement of hydrants, utility pedestals, water and septic services and existing structures.
- Four copies each:
  - 11" x 17" of the plat drawing
  - Title Report dated within two weeks from the date of Planning Review Meeting
  - The legal description of existing property Boundary Lines
  - The legal description of proposed adjustment to property Boundary Lines

File completed application with the Town of Leeds, 218 N. Main St, Leeds, UT, 84746 or deliver to Leeds Clerk/Recorder at Town Hall, hours 9:00 a.m. – 2:00 p.m. Mon - Thu; closed on Fri.

Signature of Owner 1 Traev Fieldsted Date 4-4-12

Signature of Owner 2 \_\_\_\_\_ Date \_\_\_\_\_

EXHIBIT "A"

A parcel of land located in the Northwest Quarter (NW1/4) of Section 7, Township 41 South, Range 13 West, Salt Lake Base and Meridian, as set forth on Lot Line Adjustment Map recorded July 29, 2008, as Doc No. 20080030281, Official Washington County Records, more particularly described as follows:

Beginning at a point on the extension of a fence line which is located South 89°09'02" West 132.92 feet from the Northeast Corner of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of said Section 7, said point also being on the Sixteenth line, and running thence along said fence line the following two courses: South 00°13'02" East 118.27 feet; thence South 40°48'53" East 114.98 feet to the Northwesternly right-of-way line of Main Street; thence South 47°58'07" West along said Northwesternly right-of-way line 456.54 feet; thence North 41°40'28" West along a fence line and extension of the fence line 425.01 feet; thence North 48°26'00" East 243.44 feet; thence North 42°01'53" West 35.32 feet to the Sixteenth line; thence North 89°09'02" East along the Sixteenth line 387.64 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM that portion dedicated for WEST BABYLON STREET, by Roadway Dedication & Abandonment Map, recorded July 29, 2008, as Doc No. 20080030282, Official Washington County Records.

TAX ID NO.: L-73-A



TRACI FIELDSTED 01-12  
165 E 300 N  
SPRINGVILLE, UT 84663

97-32/1243

1241

DATE May 18, 22 PWP

PAY TO  
THE ORDER OF

Team of Leads

\$ 200.<sup>00</sup>

Two hundred & no/100

DOLLARS

Heat  
Reactive  
Ink

Mapleton Office / 489-5640

**Central Bank**

Mailing: P.O. Box 600 - Springville, Utah 84663-0600  
385 N. Main St. Mapleton, Utah 84664

MEMO

Traci Fieldsted MP

⑆ 124300327⑆ 084 32211 4⑆ 1241

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



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

alphaengineering.com

## EXHIBIT "A"

### TRACY FIELDSTEAD R-22 PARCEL DESCRIPTION

(L-73-A)

(April 29, 2022)

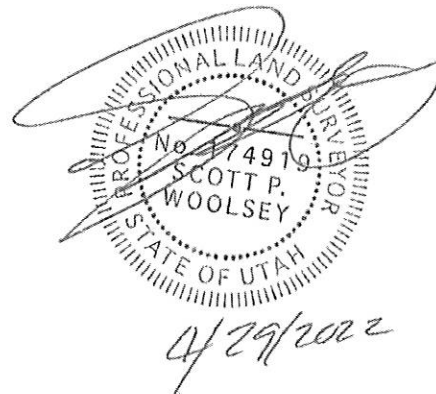
Commencing at the Northeast Corner of the Southeast 1/4 of the Northwest 1/4 of Section 7, Township 41 South, Range 13 West, Salt Lake Base and Meridian; Thence South 89°09'02" West, along the 1/16<sup>th</sup> Section line, a distance of 566.59 feet; Thence South 00°00'00" East, a distance of 197.61 feet, to the Point of Beginning; Thence South 41°40'28" East, a distance of 341.89 feet, to a point on the Westerly right of way line of Main Street; Thence South 47°58'07" West, along said line, a distance of 77.00 feet; Thence North 41°40'28" West, a distance of 342.51 feet; Thence North 48°26'00" East, a distance of 77.00 feet to the Point of Beginning.

Containing: 26,349 square feet or 0.60 acres, more or less.

Together with a 33.00 foot wide access easement being North and immediately adjacent to the above parcel, being more particularly described as follows:

Commencing at the Northeast Corner of the Southeast 1/4 of the Northwest 1/4 of Section 7, Township 41 South, Range 13 West, Salt Lake Base and Meridian; Thence South 89°09'02" West, along the 1/16<sup>th</sup> Section line, a distance of 566.59 feet; thence South 00°00'00" East, a distance of 197.61 feet, to the Point of Beginning; Thence North 48°26'00" East, a distance of 33.00 feet; Thence South 41°40'28" East, a distance of 341.62 feet, to a point on the Westerly right of way line of Main Street; Thence South 47°58'07" West, along said line, a distance of 33.00 feet; Thence North 41°40'28" West, a distance of 341.89 feet, to the Point of Beginning.

Containing: 11,278 square feet or 0.26 acres, more or less.



## Exhibit D

### Written Justification

#### To Whom it may concern:

The main consideration for the zone change will be for the continued historic value of the residential property of 211 N Main. The property was established as a historical property in the city plan "TOWN OF LEEDS GENERAL PLAN 2011 VII" on page 22 whereas 211 N. Main was established in 1934. Furthermore the city of Leeds substantiates it forward planning by citing; "Encourage diversity in density and housing types, including multifamily, combined with open space preservation through the use of overlay zoning and density bonuses. Discourage "cookie cutter" style development." the city plan also acknowledges its need for controlled growth while protecting its historical history; "While it is important for the Town to take measures to protect the historic integrity of Leeds, these efforts must be balanced with individual property rights. Residents have clearly expressed the importance of individual property rights within Leeds and the desire to avoid excessive regulation. Continued community involvement, such as the stakeholders workshop, will help ensure planning efforts are to the benefit of the community at large and in step with the goals of Leeds' residents." The city plan of Leeds also states: "It is important to note the percentage of vacant land currently held in private ownership. If this land were developed without adhering to the larger vision set forth by the Town of Leeds, it would significantly impact the population and character of the Town." Currently the commercial property discussed here accommodates an RV Resort, Grocery Store and produce market that contributes to the significant historical and growth potential value of the city of Leeds. The city of Leeds will be further accentuated by the decision of the council to approve the separation of the commercial property into a split property maximizing the commercial capabilities and increasing the historical value of the property located at 211 N Main. In this way we can insure that the property of 211 N Main will continue to be a historical focal point separated and accentuated by the commercial property establishing a permanent historical reference for future generations. The city plan also confirms this suggestion via:

"G 1.2: Physically preserve historic sites and structures in Leeds.

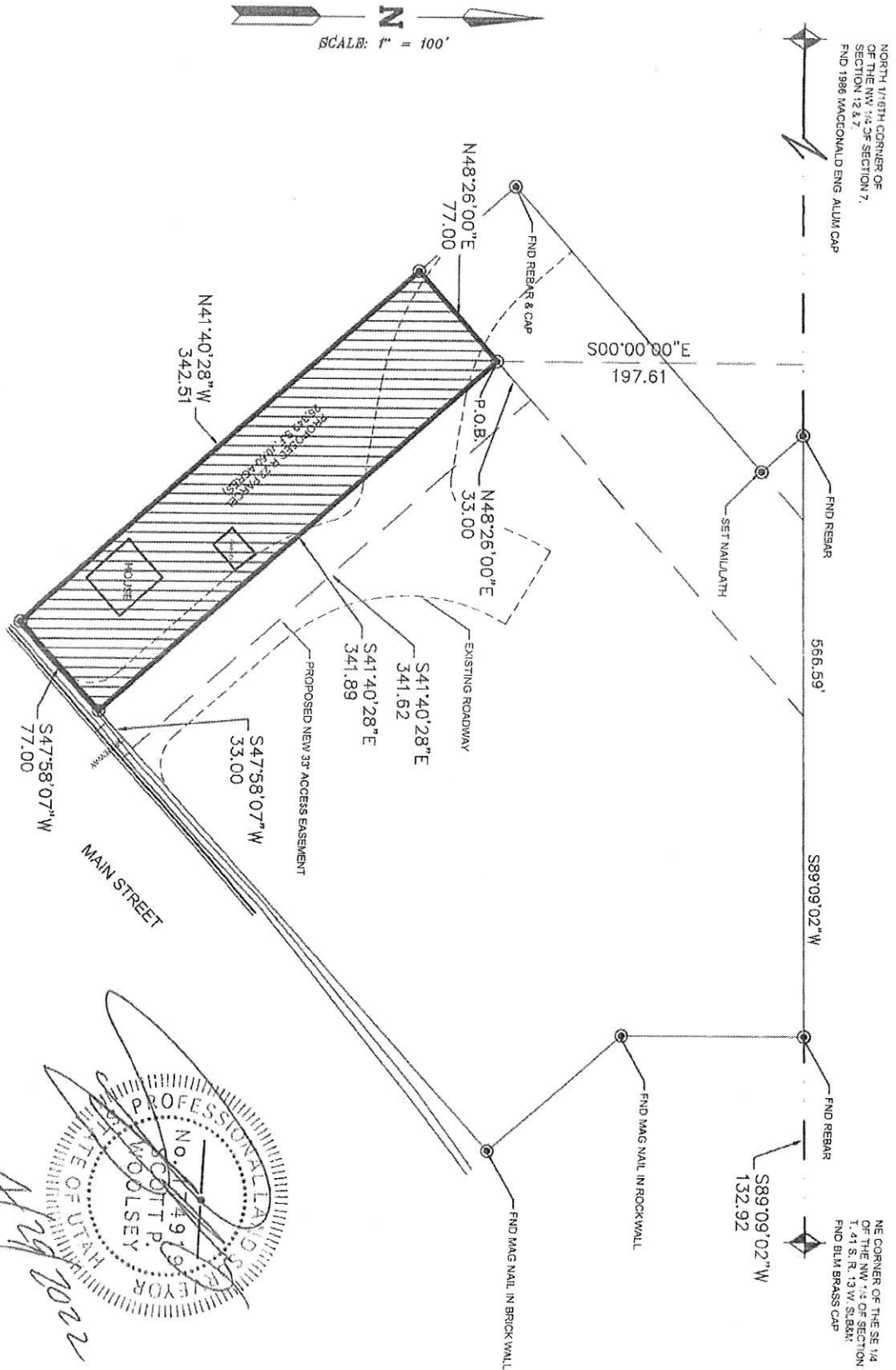
P 1.2.1: Promote the diversity of stories and sites within Leeds, including those related to Pioneer History, Mining, Native American Cultures, and 20th century history.

P 1.2.2: Collaborate with citizens and existing preservation organizations in pursuit of grants to preserve the histories of Leeds.

P 1.2.3: Pursue the establishment of historical trails, markers, and events that draw attention to the history of Leeds."

R-22 ZONE CHANGE PARCEL  
EXHIBIT "B"

SPW APRIL 29, 2022



PROFESSIONAL LAND SURVEYOR  
 STATE OF UTAH  
 No. 4913  
 P. SCOTT P.  
 W. SWOOLSEY  
 APR 29 2022



43 South 100 East, Suite 110 • St. George, Utah 84770  
 T: 435 628 6500 • F: 435 628 6553 • alphaengineering.com



## TOWN OF LEEDS

218 NORTH MAIN STREET  
PO BOX 460879  
LEEDS, UT 84746-0879  
PHONE: 435-879-2447 FAX: 435-879-6905  
E-mail: [clerk@leedstown.org](mailto:clerk@leedstown.org) // Website: [www.leedstown.org](http://www.leedstown.org)

May 18, 2022

Dear property owner,

This letter is in regard to a lot line adjustment your neighbor is seeking. Gay Egley and Traci Fieldsted, located at 211 North Main Street are seeking to change and L-73-A. In order for the application to take effect, the adjoining property owners will have to consent to the lot line adjustment(s) as per Ordinance 21.14.7.2. Please indicate below if you approve or deny the request. A self-addressed envelope is enclosed for your response.

Thank You,

Aseneth Steed  
Clerk/Recorder

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

