

# Private Recreational Camp

## Operations Plan and Project Description

**Location:** 4945 Old Airport Road

**Parcel Size:** Approximately 1.21 Acres

**Jurisdiction:** San Juan County

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## Table of Contents

General Description of the Project .....	1
Development Schedule .....	3
Parking Plan .....	4
Site Circulation and Traffic .....	4
Sleeping Structure Placement and Privacy .....	5
Property Management and On-Site Supervision .....	5
Lighting and Dark Sky Protection .....	6
Camp Rules and Guest Conduct .....	6
General Store .....	7
Building Code Compliance and Utilities .....	8
Conclusion .....	8
Site Plans and Supporting Documents .....	Appendix

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## 1. General Description of the Project

The proposed project is a **Private Recreational Camp** located on 1.21 acres at 4945 Old Airport Road in Moab, Utah. The project is designed to provide low-density, small-scale recreational lodging accommodations in a camp-style setting, with detached sleeping structures and shared facilities.

The subject property is located in an area characterized by industrial uses and open land. It's on the corner of the LeGrand Johnson Gravel Pit. Its location away from residential neighborhoods minimizes potential impacts while still providing convenient access to the Moab area. The site layout and design intentionally preserve the natural character of the property, including maintaining existing mature vegetation wherever feasible and minimizing disturbance to the existing terrain.

Existing site conditions, including vegetation, access, and surrounding land uses, are illustrated in the site plans included in Appendix 1 and 2. The property slopes gently to the southwest, and all improvements have been designed to work with existing drainage patterns rather than alter them significantly. The site is not located within a mapped 100-year floodplain, and no known springs, seep areas, or high groundwater conditions have been identified.

## **Project Components**

The development will include 9 sleeping structures, 1 RV hook up for a host, 2 bathhouses, the house converted into a triplex to be used as 2 nightly rentals and 1 unit for employee housing, and an existing shop converted into a general store.

**Nine (9) sleeping structures**, consisting of:

- Seven (7) structures with a maximum occupancy of two (2) guests each
- Two (2) structures designed for small families with a maximum occupancy of six (6) guests each

All sleeping structures will:

- Be constructed in full compliance with applicable building codes
- Include electrical service (no individual plumbing)
- Be designed as small-scale, detached lodging units
- Be consistent with a low-profile, camp-style architectural design that blends with the surrounding environment

### **Additional Improvements:**

- Two (2) bathhouse buildings, each containing:
  - 2–3 toilets
  - 2–3 sinks
  - 2–3 showers
- One (1) RV space with utility hookups for an on-site host or property manager

- Conversion of the existing house into a triplex, including:
  - Two (2) nightly rental units
  - One (1) employee housing unit
- A small general store located within the existing shop building for use by on-site guests only

All uses on the property will operate under single ownership and unified management. No condominium, timeshare, or fractional ownership is proposed.

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## **2. Development Schedule**

The project will be developed in phases over an estimated period of approximately 18 months.

### **Phase 1 – Initial Camp Development (0–6 Months)**

- Construction of five (5) sleeping structures
- Construction of one (1) bathhouse
- Installation of one (1) host RV hookup
- Renovation of one unit within the existing house for nightly rental use
- Installation of internal drive aisles and initial site infrastructure

During this initial phase, the project will utilize the existing well and septic system. The level of use during Phase 1 is comparable in intensity to a single-family residence with an accessory dwelling unit, as the bathhouse serves a similar functional role and overall occupancy remains limited.

Coordination has already been initiated to connect to the sewer system located approximately 550 feet north or 350 West of the property, including the anticipated need for an easement across adjacent land. I've met with the Sewer District Board and have engaged with the surrounding landowners for the needed easements. Full sewer and water connection will be completed prior to opening phase 2.

### **Phase 2 – Camp and home Expansion (6–12 Months)**

- Construction of four (4) additional sleeping structures (total of nine)
- Construction of one (1) additional bathhouse
- Expansion of utilities and supporting infrastructure
- Completion of connection to the public sewer and water system
- Conversion of the existing shop into a small general store for guests

### **Phase 3 – House Conversion(12–18 Months)**

- Completion of the house conversion to include:
  - One (1) additional nightly rental unit
  - One (1) employee housing unit

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## **3. Parking Plan**

Parking will be provided entirely on-site and distributed throughout the property to reduce congestion and maintain a low-impact layout.

- Seven (7) sleeping structures (2 guests max): 1 space each = 7 spaces
- Two (2) family sleeping structures (6 guests max): 2 spaces each = 4 spaces
- House nightly rental units: 1 space per 4 guests
- Employee housing unit: 1 space per bedroom

Parking areas are located adjacent to the various structures and are integrated into the site plan to minimize visual impact while maintaining accessibility. All parking, circulation, and access points are illustrated in the site plan included in the Appendix.

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## **4. Site Circulation and Traffic**

Vehicle circulation will be provided by a one-way internal drive loop designed to safely and efficiently move vehicles through the property.

Key features include:

- Approximately 25-foot-wide drive aisles
- Entry from the east side of the property
- Circulation along the perimeter
- Exit at the south side

As a corner lot, this configuration reduces potential vehicle conflicts and improves overall safety. Given the limited number of units and low-density nature of the project, traffic impacts are expected to be minimal.

## **Drainage Considerations**

The site design maintains natural drainage patterns. A culvert will be installed beneath the southern exit drive to allow stormwater to pass through the site without obstruction. Grading will be minimal and designed to prevent erosion while preserving existing conditions.

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## **5. Sleeping Structure Placement and Privacy**

Sleeping structures will be arranged to support a quiet, low-density environment.

- Structures will be spaced a minimum of ten (10) feet apart
- Each unit will include a defined outdoor area
- Layout will promote privacy and minimize noise between guests

There will be a common area with seating and a general propane fire pit behind the General Store. There will also be a dog park on the south side of the property. The overall design prioritizes separation, natural screening, and compatibility with the surrounding landscape.

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## **6. Property Management and On-Site Supervision**

The property will operate under single ownership with centralized management.

Management responsibilities include:

- Guest reservations and communication
- Cleaning and maintenance
- Landscaping and site upkeep
- Enforcement of camp rules
- Monitoring of guest activity

An on-site host or employee will be present either in the employee housing unit or the designated RV space to provide oversight and respond to guest needs. This on-site presence ensures consistent management and accountability.

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## 7. Lighting and Dark Sky Protection

Lighting will be designed to minimize impacts on the surrounding environment and preserve the dark sky conditions of the Moab area.

- All fixtures will be downward-facing.
  - Light levels will be kept low and limited to necessary areas
  - Motion sensors will be used where appropriate
  - Lighting will focus safety, circulation, and entry points
- 

## 8. Camp Rules and Guest Conduct

To maintain a quiet and respectful environment, the following rules will apply:

**Quiet Hours:**

10:00 PM – 7:00 AM

**General Standards:**

- No large parties or events
- Respect for neighboring properties and other guests
- Use of designated parking areas only
- Proper use of shared facilities
- Compliance with all posted rules

**Fire Safety:**

- No wood-burning fires permitted
- Only propane fire features provided by management may be used

Rules will be clearly communicated during booking and posted on-site.

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## 9. General Store

A small, self-service general store will operate within the existing shop building for on-site guests only.

Offerings may include:

- Snacks and beverages
- Ice
- Coffee service
- Basic convenience items

The store is intended to be low-impact and accessory to the primary use of the property.

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## **10. Building Code Compliance and Utilities**

All structures and improvements will be designed and constructed in accordance with applicable building, fire, and safety codes as adopted by San Juan County.

### **Structures**

- All sleeping structures and bathhouses will be permitted and inspected as required
- Construction will meet structural, electrical, and energy code requirements

### **Existing House Improvements**

The existing house will include:

- Installation of fire-rated separation between units
- Compliance with all egress and life-safety requirements

### **Utilities**

- Water will initially be provided by the existing well
- Wastewater will initially be handled by the existing septic system during Phase 1
- Connection to the public sewer and water systems will be completed during Phase 2

### **Title and Property Information**

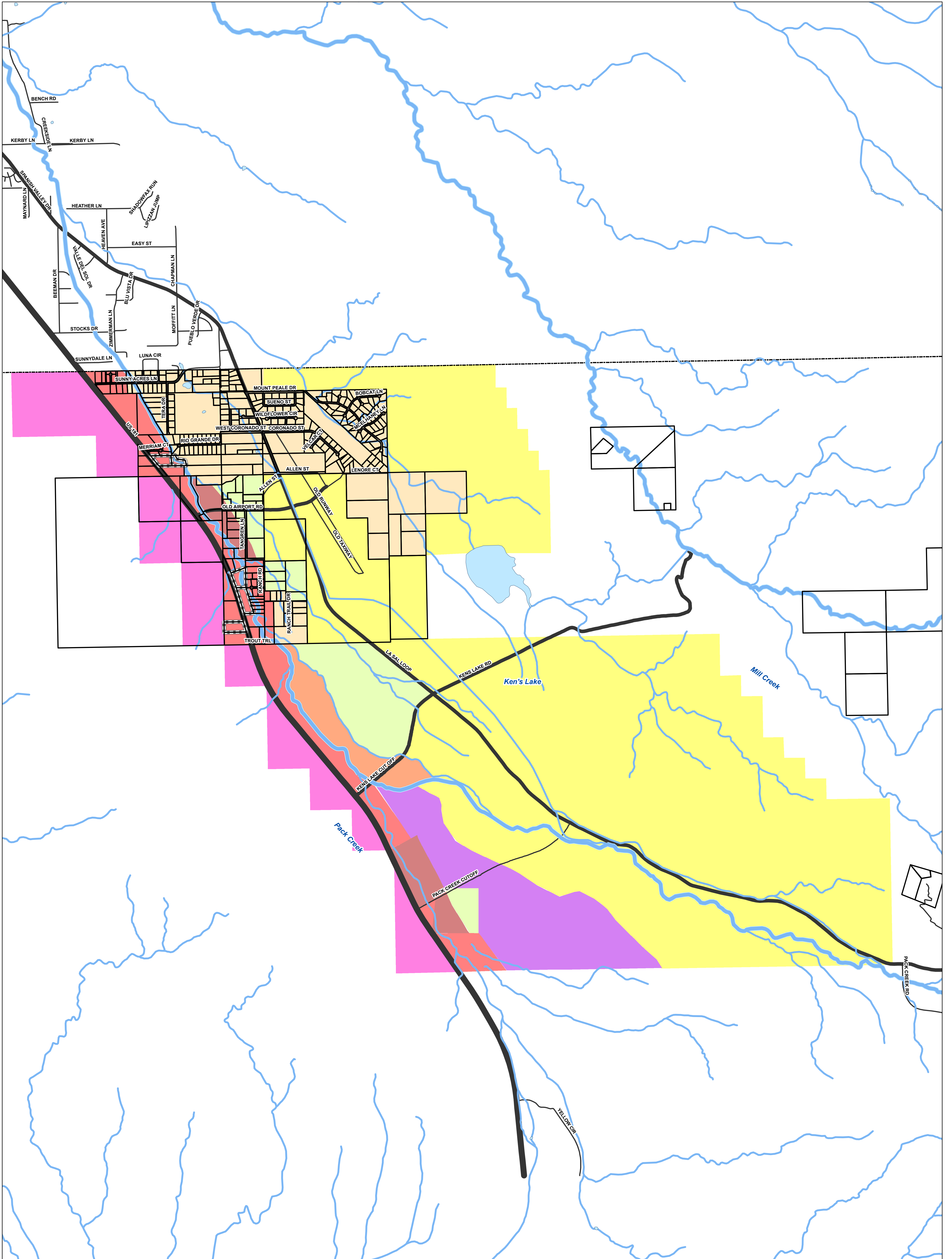
A preliminary title report has been ordered. The title company is currently awaiting information from the County, and the completed report is expected within approximately one week. Upon receipt, it will be provided and will include the legal description of the property along with any recorded easements, covenants, or encumbrances affecting the site.

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## **11. Conclusion**

This project is designed as a low-density, carefully managed recreational lodging use that is compatible with surrounding land uses and minimizes impacts to neighboring properties.

# San Juan County Spanish Valley Zoning Map

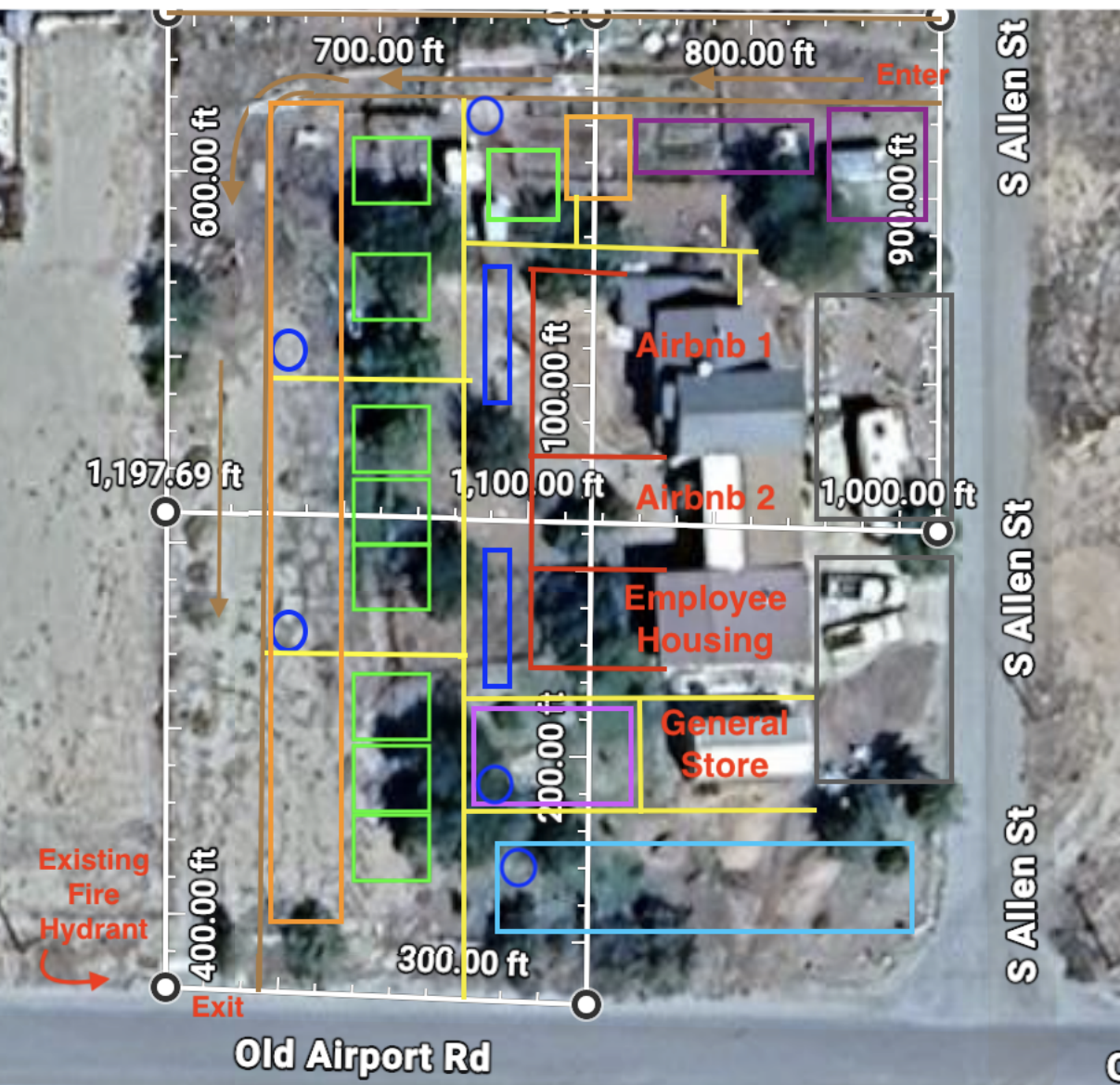


Amended 2021



- |                                  |                                      |                                  |
|----------------------------------|--------------------------------------|----------------------------------|
| Planned Community (PC)           | Highway Flex (HF)                    | Existing Overnight Accommodation |
| Spanish Valley Residential (SVR) | Highway Commercial (HC)              | County Boundary                  |
| Residential Flex (RF)            | Controlled District - Highway (Cd-h) | Stream                           |
| Business Flex (BF)               | Agricultural (A1)*                   | Lakes / Reservoirs               |

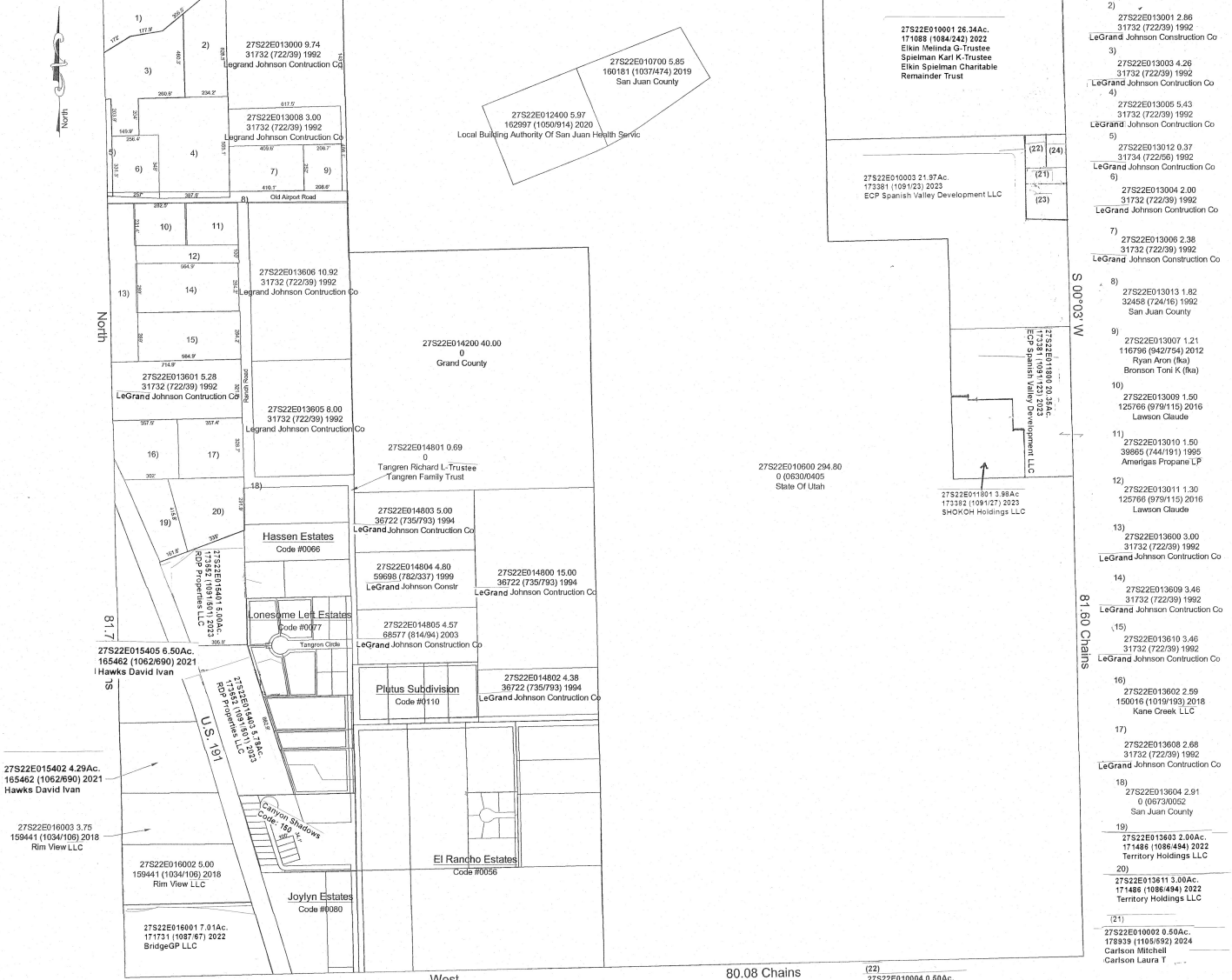
- Fence
- Guest parking
- Glamping Space
- 25' wide 1 way road
- Walking paths, grav
- Bathhouse
- Common area with tables and games
- Dog Park
- House Parking
- HOST RV Hookup and parking
- General Store
- Water Spigot
- Vending Machines
- Ice



# SAN JUAN COUNTY, UTAH

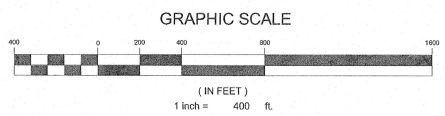
## SECTION 01, T27S, R22E, SALT LAKE MERIDIAN, UTAH

West 80.06 Chains



- 1) 27S22E013002 2.23  
159044 (1032786) 2018  
G & P Holyoak LTD
- 2) 27S22E013001 2.66  
31732 (72239) 1992  
LeGrand Johnson Construction Co
- 3) 27S22E013003 4.26  
31732 (72239) 1992  
LeGrand Johnson Construction Co
- 4) 27S22E013005 5.43  
31732 (72239) 1992  
LeGrand Johnson Construction Co
- 5) 27S22E013012 0.37  
31734 (72256) 1992  
LeGrand Johnson Construction Co
- 6) 27S22E013004 2.00  
31732 (72239) 1992  
LeGrand Johnson Construction Co
- 7) 27S22E013008 2.38  
31732 (72239) 1992  
LeGrand Johnson Construction Co
- 8) 27S22E013013 1.82  
32458 (72416) 1992  
San Juan County
- 9) 27S22E013007 1.21  
116796 (842754) 2012  
Ryan Aron (Ka)  
Bronson Toni K (Ka)
- 10) 27S22E013009 1.50  
125766 (979115) 2016  
Lawson Claude
- 11) 27S22E013010 1.50  
39865 (744191) 1995  
Amerigas Propane LP
- 12) 27S22E013011 1.30  
125766 (979115) 2016  
Lawson Claude
- 13) 27S22E013600 5.00  
31732 (72239) 1992  
LeGrand Johnson Construction Co
- 14) 27S22E013609 3.48  
31732 (72239) 1992  
LeGrand Johnson Construction Co
- 15) 27S22E013610 3.46  
31732 (72239) 1992  
LeGrand Johnson Construction Co
- 16) 27S22E013602 2.59  
150016 (1019193) 2018  
Kane Creek LLC
- 17) 27S22E013608 2.68  
31732 (72239) 1992  
LeGrand Johnson Construction Co
- 18) 27S22E013604 2.91  
0 (06730052)  
San Juan County
- 19) 27S22E013603 2.00Ac.  
171488 (1086484) 2022  
Territory Holdings LLC
- 20) 27S22E013611 3.00Ac.  
171488 (1086484) 2022  
Territory Holdings LLC
- (21) 27S22E010002 0.50Ac.  
178939 (1105452) 2024  
Carlson Mitchell  
Carlson Laura T

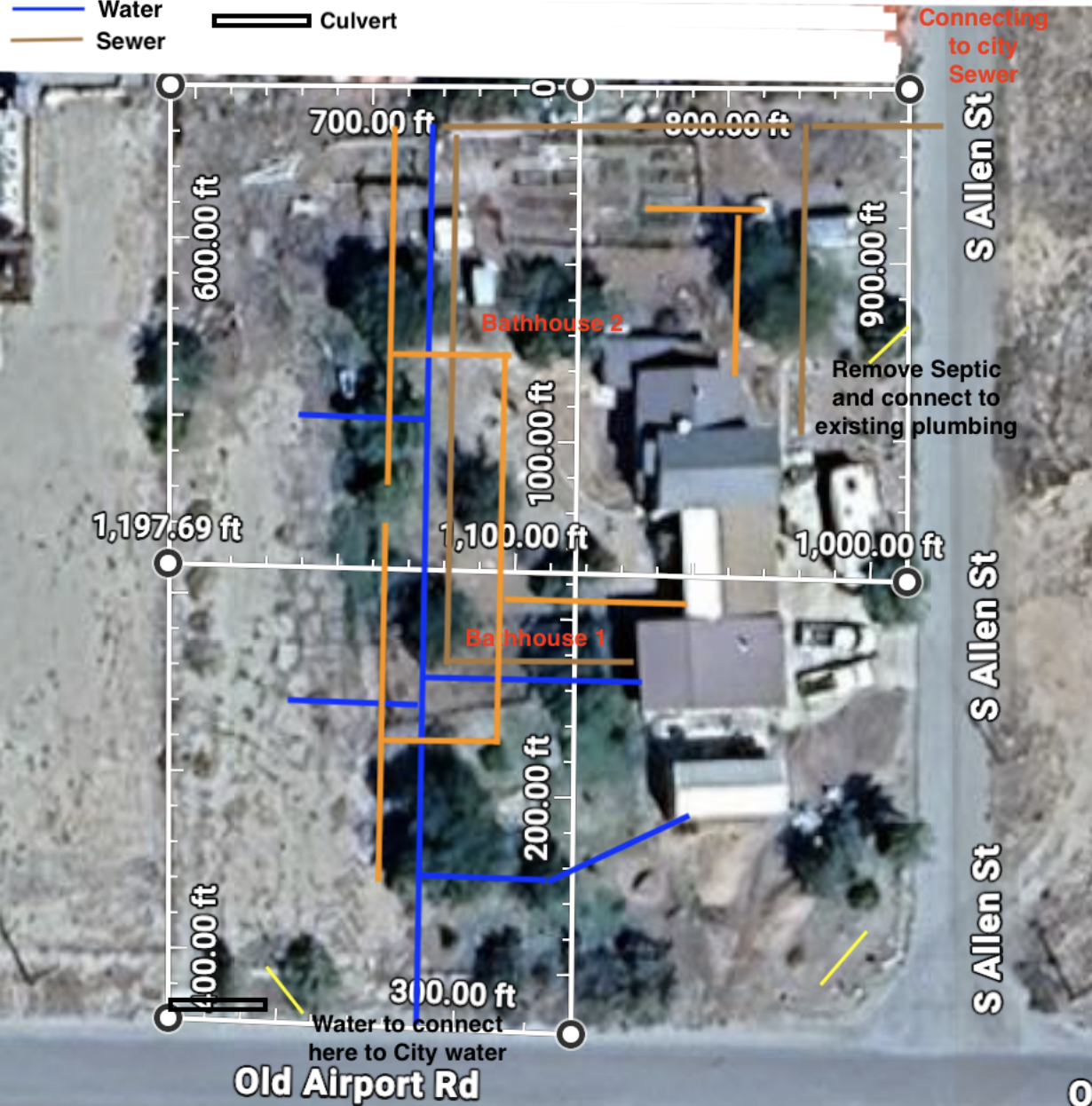
This plat was created pursuant to Utah Code Annotated 1953, as amended, section 17-21-21 solely for the purposes set forth therein and is based upon information provided by recorded deeds. San Juan County assumes no liability for errors, omissions, variations, gaps or overlaps



- (22) 27S22E010004 0.50Ac.  
178938 (1106477) 2024  
S & L Thomas LLC
- (23) 27S22E010005 1.00Ac.  
178937 (1105452) 2024  
G & C Thomas Moab LLC
- (24) 27S22E010006 0.50Ac.  
178938 (1106477) 2024  
Herman Paula Ann

31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

- Electrical
- Water
- Sewer
- Signs
- Culvert



# Owner Consent Form

San Juan

The undersigned is (are) the owner(s) of record of the property identified by the ~~Grand~~ County Assessor's parcel number 27572E013007, located at 4945 Old Airport Rd, Moab, Utah. The undersigned hereby give(s) consent and approval to Conner Simmons,

to proceed with an application for (please check the applicable box):

Conditional Use Permit

Business License Application

Building Permit Application

on the property referenced herein. By signing this agreement the owner(s) of record acknowledge and consent to the above stated application and/or activity.

Aron Ryan 3/16/26  
Owner of Record Date

Richard Ryan 3/16/26  
Owner of Record Date

State of Utah )  
) SS.  
County of Grand )

On this 16 day of March, 2026, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared

Aron Ryan / Richard Ryan, proved on the basis of satisfactory evidence to be the person(s) whose name(s) are (is/are) subscribed to this instrument, and acknowledged they

(he/she/they) executed the same.



Kelly Frandsen  
Notary Public in and for the State of Utah  
Residing at: 725 N. Main Moab UT 84530  
My appointment expires: October 5, 2026

**ALTA COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**WESTCOR LAND TITLE INSURANCE COMPANY**

*Transaction Identification Data for Reference Purposes:*

Commitment Number: **SL65136LE**  
Tax Parcel No(s): **27S22E013007**  
Property Address(es): **ADDRESS UNASSIGNED, MOAB, UT 84532**

**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, Westcor Land Title Insurance Company, a South Carolina 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 (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*Issuing Agent:*

**GRIFFITHS & TURNER / GT TITLE SERVICES INC.**  
a Utah Licensed Title Insurance Agency  
License No.: UT102862  
5295 S. Commerce Dr., Ste. 150  
Salt Lake City, UT 84107  
P: 801-327-0222 | F: 801-327-0221 | www.GTTtitle.net

By: Tyler J. Turner  
Tyler J. Turner, President

**WESTCOR LAND TITLE INSURANCE COMPANY**  
875 Concourse Parkway South, Ste. 200  
Maitland, FL 32751  
P: 866-629-5842 | www.WLTIC.com



By: Mary O'Connell  
President  
Attest: [Signature]  
Secretary



Laurel Kunzler, Escrow Officer  
UT License No. UT538100  
801-598-6550 / Laurelk@GTtitle.net  
www.GTtitle.net

**ALTA COMMITMENT FOR TITLE INSURANCE**

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

Commitment No.: **SL65136LE**  
Issuing Agent: Griffiths & Turner / GT Title Services, Inc.  
Issuing Office: 5295 S. Commerce Dr., Ste. 150, Salt Lake City, UT 84107  
Title Searcher/Officer: Robby Williams  
Underwriter: Westcor Land Title Insurance Co.  
Tax Parcel No(s).: **27S22E013007**  
Property Address(es): **ADDRESS UNASSIGNED, MOAB, UT 84532**

**SCHEDULE A**

1. Commitment Date: **March 19, 2026**, 7:59 AM

2. Policies to be issued:

2021 ALTA HOMEOWNER'S POLICY

Proposed Amount of Insurance: **\$425,000.00** Fee: **\$2,305.00**  
Estate/interest to be insured: Fee Simple  
Proposed Insured: **CONNER SIMMONS**

2021 ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY

Proposed Amount of Insurance: **\$TBD** Fee: **\$TBD**  
Endorsements (if any): (ALTA 8.1, 9, 22 Included in Policy) Fee: \$Included  
Estate/interest to be insured: Fee Simple  
Proposed Insured: **TBD**

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:

**Aron Ryan fka Toni K. Bronson and also fka Aron A. Bronson and Richard A. Ryan, individuals**  
[\(view\)](#)

5. The Land is located in **SAN JUAN** County, State of Utah and is described as follows:

**BEGINNING AT A POINT WEST 3988.8 FEET AND SOUTH 834.8 FEET FROM THE NORTHEAST CORNER OF SECTION 1, T27S, R22E, SLBM, AND RUNNING THENCE SOUTH 255.00 FEET; THENCE NORTH 89°11' WEST 208.7 FEET; THENCE NORTH 252.0 FEET; THENCE EAST 208.7 FEET TO THE POINT OF BEGINNING.**

**LESS THEREFROM ALL OIL, GAS, AND OTHER MINERALS PREVIOUSLY RESERVED OR CONVEYED.**

### **SCHEDULE B, PART I – Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company. NOTE: In the event, the transaction, for which this commitment is furnished, cancels, the minimum cancellation fee will be \$200.00.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Provide the Company with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
7. Provide the Company with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the Land.
8. The Real Estate Reporting Rule issued by FinCEN (the “RRE Rule”) requires the Reporting Person (as defined by the RRE Rule) to collect and report additional information for certain transactions pursuant to the Bank Secrecy Act. If this transaction is subject to reporting under the RRE Rule, then the Reporting Person (typically the Company's Policy Issuing Agent) must be provided with all necessary information before closing the transaction contemplated herein. Failure by any party to furnish the required information may delay the closing or prevent the Company from issuing the requested title insurance policy.

Additional Requirements, which must be met (if any):

## **SCHEDULE B, PART II—Exceptions**

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-- Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interest 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, claims of easements or encumbrances which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
6. 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.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**NOTE:** Upon compliance with the Company's underwriting requirements, Exceptions 1-7 will be omitted from any Expanded Loan Policy or Policy with Extended Coverage to be issued based on this Commitment.

**8. Lien of Taxes, now accruing as a lien, but not yet due and payable**

**Year: 2026**

**Tax ID No.: 27S22E013007**

**DELINQUENT TAXES**

**Year: 2025**

**Amount: \$1,888.90, plus penalty and interest.**

**Year: 2024**

**Amount: \$600.79, plus penalty and interest.**

[\(view\)](#)

**9. Said land is located within the boundaries of San Juan County and Grand County Special Service Water District/ Grand County Water Conservancy, and San Juan County School District and the Grand County School District, as shown by various documents of record, and may be subject to taxes or assessments levied by said (District(s)).**

**10. Water rights, claims or title to water, whether or not shown by the public records.**

**(Continued)**

**SCHEDULE B, PART II—Exceptions (Continued)**

11. **Easements and rights of way of record or enforceable in law and equity for any roads, ditches, canals, transmission lines, pipelines, or any other utility now existing over, under and across the subject Land.**
12. Unrecorded leaseholds and rights of parties in possession of the Land, and the rights of all parties claiming by, through or under such tenants or leaseholds and any claims and/or liens thereunder.
13. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, including discrepancies, conflicts in boundary lines, shortage in area, party walls, or any other facts that would be disclosed by an accurate and complete land survey of the Land.
14. **Any and all outstanding oil, gas, mining and mineral rights, etc., situated in, upon or under the subject Land, including the right of the proprietor of a vein or lode to extract the same therefrom should it be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights.**

The following reservations were found of record:

a) Any claim, right, title or interest under the Reservation of all oil, gas by the United States; and under the Reservation of all minerals other than oil, gas by the State of Utah, as disclosed in the Patent recorded April 18, 1955 in Book 30 at Page 181 as Entry No. [N3551](#).

Notwithstanding the above information, The Company neither claims to have verified the vested current owner of this severed interest nor purports to disclose all documents of record pertaining to the above referenced rights.

15. **Right of Way**  
Disclosed by mesne instruments of record including but not limited to that certain Right of Way Contract  
Dated: August 2, 1955  
Recorded: September 21, 1955  
Entry No.: [P-2000](#)  
Book/Page: 66 / 104
16. **Right of Way**  
Disclosed by mesne instruments of record including but not limited to that certain Right of Way Contract  
Dated: October 20, 1952  
Recorded: April 25, 1956  
Entry No.: P-10457  
Book/Page: 102285 /
17. **Reservations:**  
Disclosed by: Warranty Deed  
Dated: July 11, 1972  
Recorded: July 14, 1972  
Entry No.: [Z-4816](#)  
Book/Page: 503 / 645  
Reserving and excepting unto the Grantors a 25 foot wide easement and right-of-way along the East side of said property.
18. **Subject to the rights of parties in possession of the subject property under unrecorded leases, rental or occupancy agreements and any claims thereunder.**

(Continued)

**SCHEDULE B, PART II—Exceptions (Continued)**

**19. Notice of Interest:**

Recorded: July 16, 2010

Entry No.: [110613](#)

Book/Page: 920 / 46

Wherein: Jeffrey Bronson gives notice of an interest in and to the subject property

By way of: Decree of Divorce , attached to Notice of Interest.

**20. Modified Decree of Divorce, and the terms and conditions thereof:**

Petitioner: Aron A. Bronson

Respondent: Jeffrey L. Bronson

Civil No.: [0947-18](#)

Dated: February 7, 2013

Filed: February 7, 2013

Provides: See document for particulars of decree modification

**\*\*\*NOTICE: According to our research, no existing Deed of Trust/Mortgage appears of record. If this is incorrect, please notify the Company.\*\*\***



## **ADDITIONAL NOTICES, NOTES & INFORMATION**

### **UTILITY SERVICE CHARGES AND ASSESSMENTS**

The Land may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc., which are not covered by this Commitment or insured under the Policy or Policies.

### **ALTA HOMEOWNER'S POLICY DEDUCTIBLES**

If an ALTA Homeowner's Policy is issued, the Policy will contain deductible amounts and maximum liability amounts relating to Covered Risks 16, 18, 19 and 21; and your deductible amounts and our maximum dollar limit of liability will be shown in Schedule A of the Policy. The Company will provide a pro-forma policy upon request.

### **PLAT MAP**

The map attached or included herewith, if any, may or may not be a survey of the Land. The Company expressly disclaims any liability for loss or damage which may result from reliance on said map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the Policy (and endorsement(s), if any) to which this map is attached.

### **JUDGMENT LIENS**

We have checked the Public Records for outstanding judgment liens entered against the relevant parties as they may relate to the the Land. Except as is otherwise indicated in Schedule B, Part I or Part II, no judgment liens appear of record that would have lien priority over the Mortgage of a Proposed Insured.

### **CHAIN OF TITLE**

*For informational purposes only*, the following is a list of recorded deed(s) purporting to convey or transfer ownership of the Land within the last **24 months**:

**NONE**

## **COMMITMENT CONDITIONS**

### **1. DEFINITIONS**

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

### **5. LIMITATIONS OF LIABILITY**

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

*[Continued On Next Page]*

## **COMMITMENT CONDITIONS — Continued**

### **6. LIABILITY OF THE COMPANY BASED ON THIS COMMITMENT; CHOICE OF LAW & CHOICE OF FORUM**

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

### **7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

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

### **8. PRO-FORMA POLICY**

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

### **9. CLAIMS PROCEDURES**

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

### **10. CLASS ACTION**

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

### **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>.

The site design preserves natural features, limits visual and environmental impacts, and incorporates appropriate infrastructure planning, including a phased approach to utilities. With on-site management, clear operational standards, and full compliance with applicable codes, the project provides a safe and well-regulated lodging environment.

The proposed use is consistent with the character of the area and represents a thoughtful and responsible approach to small-scale recreational development.

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## **12. Applicants Notes**

My name is Conner Simmons, and I am the applicant for this project. I spend a significant amount of time in the Moab area with my family and small groups and have developed a strong appreciation for the area and its unique character.

I currently have a chance to purchase the property from Aron and Richard Ryan and am working through the due diligence process (with t. As part of that process, I am seeking clarity on any conditions or requirements associated with this application so that I can move forward with a full understanding of the project.

I appreciate the time and consideration of County staff and am committed to working collaboratively throughout this process.