

Summit Minerals Inc Mine Job

0011

DOT/043/001  
#3



# Valley Hi Realty

1074 So. Main Heber City, Utah 84032

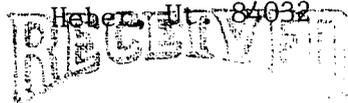
(801) 654-2250

Aug. 28, 1990

Ralph Finlayson  
Atty General Office  
236 State Capitol  
SLC, Ut. 84114

Fee for appraisal letter on 52.89  
acres west of Wallsburg: \$175.00

Remit to: Dick Baum  
1074 S. Main  
Heber, Ut. 84032



SEP 05 1990

ATTORNEY GENERALS OFFICE

*Need to set min acceptable bid*

*Summit Minerals, Inc Bmb # 120,300 - covers 19 acres  
of surface disturbance.*

# Valley Hi Realty

## OFFICE

1074 South Main  
Heber, Utah 84032  
654-2250

Richard Baum  
185 North 200 West  
Midway, Utah 84049  
Phone 654-2216

August 28, 1990

Ralph Finlayson  
Attorney General Office  
236 State Capitol  
SLC, Ut. 84114

Mr. Finlayson,

In response to your recent request for a range of value on some ground west of Wallsburg, Utah I have enclosed the following information. At your request this letter is something less than a full appraisal and is less than would be required by the Provisions of the Uniform Standards of Professional Appraisal Practice. Those Standards do allow for a departure provision which this letter is intended to comply with.

From the information that was mailed to me I was unable to determine the exact acreage to be valued. I did request and opinion from a licensed surveyor however he did not provide that in time for this letter. The value range stated below assumes a size of 52.89 acres. Copy of legal description provide is included.

Subject property is approximately one mile west of the small town of Wallsburg and is in the RF-1 zone. The property is in the foothills at an elevation of about 300 feet above the valley floor and is covered with scrub oak and sage brush. The ground would not be suitable for pasture however it could be used for range ground. The property is about 3,000 feet from power and has no other utilities.

This appraiser spoke with Mr. Ed Felt with the State Division of Water Rights in Salt Lake. He said that a well permit could probably be obtained for the area however he also stated that any applications for well permits that are above the valley floor are protested by the Provo River Water Users. The estimated range of value assumes that a well permit and consequently a building permit from Wasatch County would be obtainable.

This appraiser is not aware of any deeded right of way to the property however there is an old subdivision road that

goes close to the property. The property is not fenced and has not been surveyed so it is difficult to tell exactly where the corners are. The estimated value range assumes that there is at least a right of way to the property and that the subdivision road could be used.

Comparable sale information indicates that Key Bank sold 305 acres nearly adjacent to subject in May of 1989 to three separate parties. These were cash sales with a total value of \$61,000 or \$200 per acre. This sale is drawn on the enclosed topographic map. Plat map for subject and a copy of the RF-1 zone regulations are also included with this letter.

It is this appraisers opinion that the highest and best use would be for a private retreat or cabin area. Property is too small and inaccessible to have potential for a subdivision.

The range of value based upon the aforementioned assumptions and limiting conditions for 52.89 acres would be between \$10,600 and \$15,000.

Definition of market value and contingent and limiting conditions are made part of this opinion letter.

Sincerely,

Richard Baum

## NOTICE OF TRUSTEE'S SALE

Notice is hereby given that the following described real property will be sold at public auction to the highest bidder, payable in lawful money of the United States at the time of sale, at the Wasatch County Courthouse, on the front steps (east side) of the Courthouse, 25 North Main Street, Heber City, Utah on September 11, 1990, at 12:00 noon of said day for the purpose of foreclosing a Trust Deed executed by Johnell Limited Partnership, as Trustor, in favor of the State of Utah, Department of Natural Resources, Division of Oil, Gas and Mining, as Beneficiary, covering real property located in Wasatch County, Utah, more particularly described as:

The North one-half of the Northeast one-quarter and the North one-half of the North one-half of the South one-half of the Northeast one-quarter of Section 24, Township 5 South, Range 4 East, Salt Lake Base and Meridian containing 52.89 acres, more or less.

### EXCEPTING THE FOLLOWING:

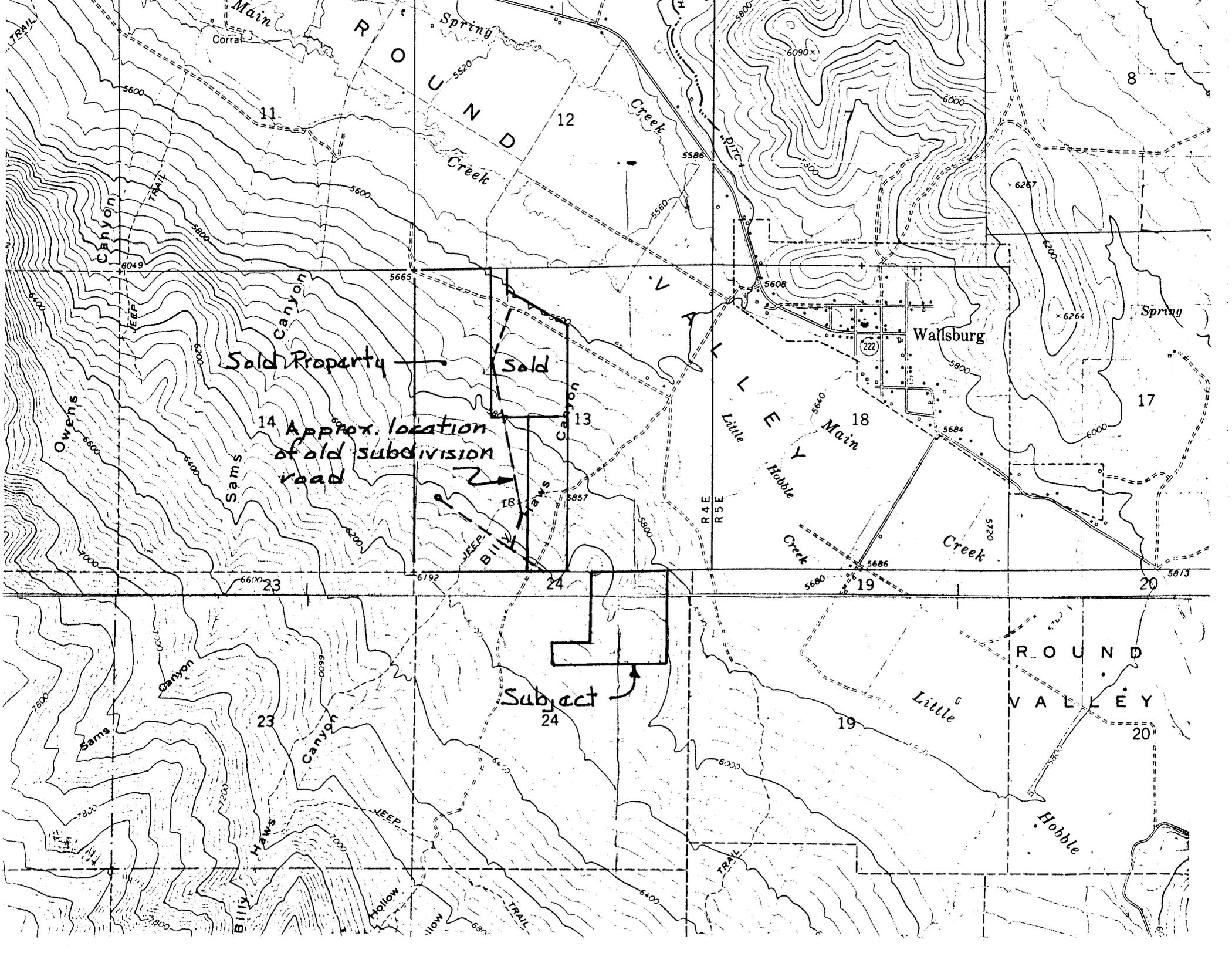
(1) Excepting from Section 24, that portion of the following described tract which lies within Section 24: BEGINNING at the Northwest corner of Section 19, Township 5 South, Range 5 East, Salt Lake Meridian; thence East 5.32 chains to the lands of John G. Barrett; thence South 15°30' East 18 chains; thence South 61°30' East 12.12 chains; thence South 75° East 7.5 chains, more or less, to the Westerly line of a 4 rod road; thence West 31.59 chains; thence North 24.66 chains, more or less, to a point due West of the place of beginning; thence East 4.28 chains, more or less, to the place of beginning.

(2) The West half of the Northwest quarter of the Northeast quarter of Section 24, Township 5 South, Range 4 East, Salt Lake Base and Meridian, containing 20 acres, more or less. TOGETHER WITH all buildings, fixtures and improvements thereon and all water rights, rights-of-way, easements, rents, issues, profits, income, tenements, hereditaments, privilege and appurtenances thereunto now or hereafter used or enjoyed with said property, or any part thereof;

which Trust Deed was delivered and posted to secure the reclamation costs of the surface coal mining operations at the Blackhawk Mine and was recorded June 5, 1966, as Entry No. 138780 in Book 181 at Page 154 et seq., of the official records of the Wasatch County Recorder.

DATED this 9<sup>th</sup> day of August, 1990.

Ralph L. Finlayson  
Successor Trustee  
RALPH L. FINLAYSON  
Assistant Attorney General  
236 State Capitol  
Salt Lake City, Utah 84114  
Telephone: (801) 538-1017



SOLD PROPERTY

SOLD

Approx. location  
of old subdivision  
road

Subject

ROUND  
VALLEY

ROUND  
VALLEY

Wallsburg

Main  
Canyon

Sams  
Canyon

Billy  
Haws  
Canyon

Little  
Hubble  
Creek

Little  
Hubble  
Creek

Hubble  
Creek

Owens  
Canyon

Sams  
Canyon

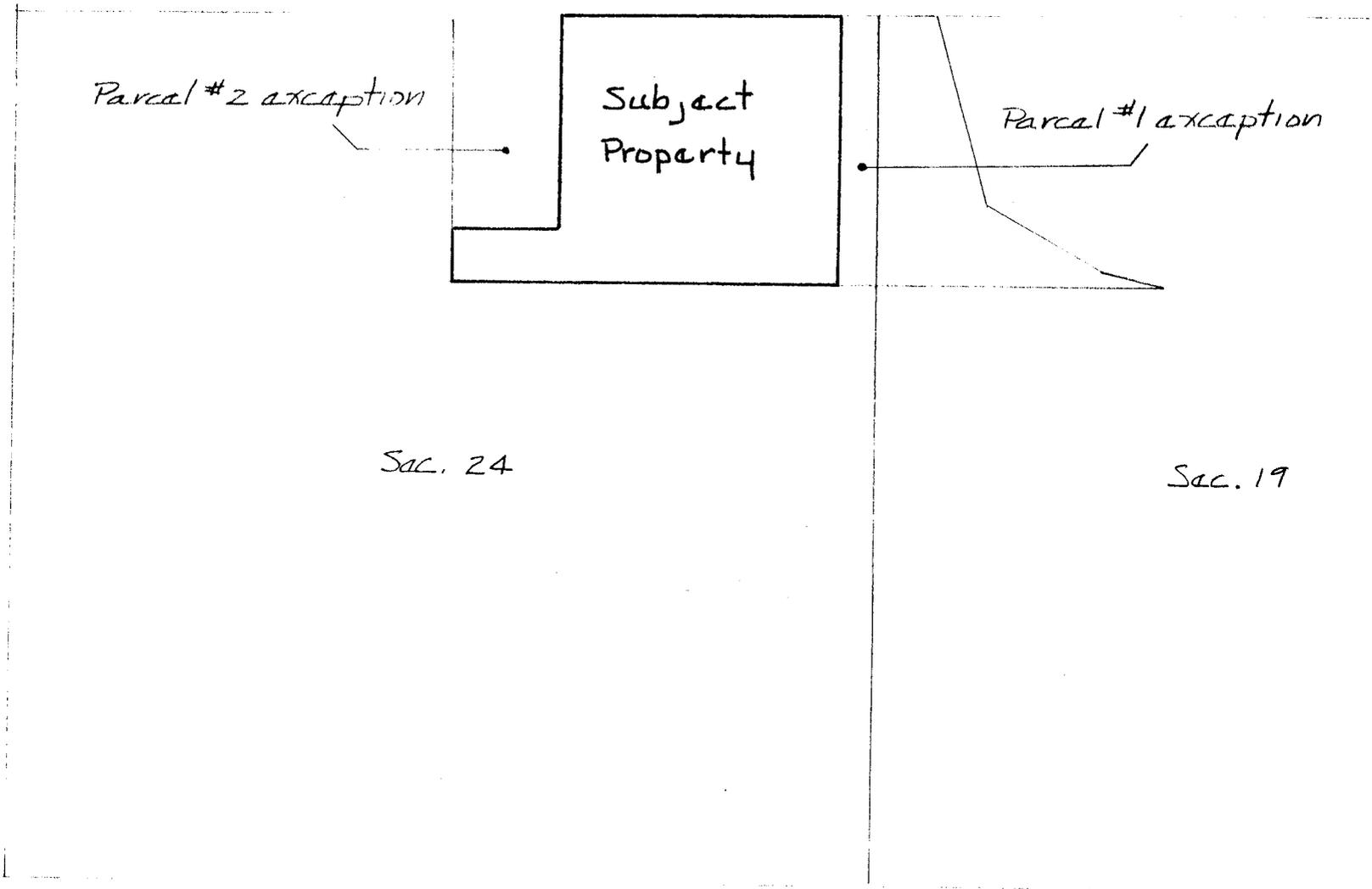
Billy  
Haws  
Canyon

Sams  
Canyon

Billy  
Haws  
Canyon

Hollow

TRAIL



Parcel #2 exception

Subject  
Property

Parcel #1 exception

Sec. 24

Sec. 19

## 8-8 RF-1 Recreation Forestry Zone

### 8-8-1 Intent

The specific intent in establishing this zone is:

- A. to protect the present and future water supply of the County and surrounding counties;
- B. to provide an appropriate location within the unincorporated area for the development of vacation dwellings in clusters, where adequate roads, water, sewage facilities and other utilities can be provided with the least environmental impact and maintenance cost;
- C. to prevent excessive scattering of vacation dwellings, accompanied by excessively long streets, water and sewer lines;
- D. to designate an appropriate location for the development of ski resorts and other mountain recreation facilities and activities;
- E. to facilitate payment for services rendered by the County for street, fire, police, health, sanitation and other services through the instrumentality of County urban service areas;
- F. to prevent soil erosion generated from excessive streets and soil displacement, and to avoid pollution generated from inadequate sewage disposal;
- G. to provide for continued production of timber, and minerals; and
- H. to protect the vegetation and aesthetic characteristics of the County's canyons and mountains.

In order to accomplish the objectives and purposes of this Code and to carry out the foregoing, the following regulations shall apply in the RF-1 Recreation Forestry Zone.

### 8-8-2 Use Requirements

The following buildings, structures, and uses of land shall be permitted in the RF-1 Recreation Forestry Zone upon compliance with requirements set forth in this Code.

- A. The grazing of domestic and wild animals and fowl.

- B. Planned recreation developments and combined developments, subject to the requirements set forth in Chapter 9 of this Code.
- C. The growing of wild hay, Christmas trees and other crops in open fields.
- D. Barns, corrals, pens, coops, and feed storage buildings for the keeping of animals and fowl, and the storage of farm products, provided uses for the care and keeping of livestock and fowl are located at least one hundred (100) feet in distance from any existing dwelling.
- E. Water reservoirs, water wells, ponds, dams, water pumping plants, substations, flood control structures, water transmission lines, and hydroelectric generating plants, and buildings accessory thereto.
- F. Irrigation canals and ditches.
- G. Fish hatcheries.
- H. Gravel pits, clay pits, sand pits, top soil pits, and similar excavations and the processing of the material, when approved by the Board of County Commissioners, and subject to requirements set forth in Paragraph 10-22 of this Code.
- I. Oil and gas wells, and mines.
- J. Fences, walls, hedges.
- K. Temporary buildings and yards for storage of construction materials and equipment incidental and necessary to construction of uses otherwise permitted in the zone subject to requirements set forth in Paragraph 10-33.
- L. Public agency parks and playgrounds, hunting and fishing reserves, wildlife sanctuaries, arboretums, public buildings.
- M. Electrical power transmission lines, oil and gas transmission lines subject to review and approval of the Planning Commission as set forth in Paragraph 10-26 of this Code.
- N. Industrial caretaker dwelling when incidental to and located on the same tract of land as an industrial use.

- O. Farm caretaker's dwellings and buildings accessory thereto, when situated on a tract of agricultural land for agricultural purposes that complies with the requirements of Paragraph 10-28 of this Code.
- P. Vacation dwellings and buildings accessory thereto, when situated on a tract of agricultural land for agricultural purposes that complies with the requirements of Paragraph 10-28 and Paragraph 10-12 of this Code.
- Q. Home occupations and premises occupations.
- R. The raising, care and keeping of domestic animals and fowl for the purposes of commercial, agricultural or for personal or family use.
- S. Sawmills and contractor equipment yards.
- T. Accessory signs not exceeding fifteen (15) square feet in area pertaining to the sale of property or produce raised on the premises, also name plates not exceeding 226 square inches in area.

#### 8-8-3 Area Requirements

There shall be no area requirements, except that planned recreation developments and combined developments must contain at least one hundred sixty (160) acres of land.

#### 8-8-4 Width Requirements

The minimum width of any building site that complies with the provisions of Section 10-28 of this Code shall be three hundred twenty (320) feet, except when a building site is included in an approved planned recreation development. For other uses there shall be no width requirements.

#### 8-8-5 Location Requirements

- A. Front Setback--All buildings and structures shall be set back at least thirty (30) feet from the front lot line, or sixty (60) feet from the center line of the road right-of-way, whichever is the greater distance, except as required in Paragraph 10-11 of this Code.
- B. Side Setback--All dwellings shall be set back from the side property line a distance of at least ten (10) feet, and the total distance of the two side setbacks shall be at least twenty-four (24) feet.

The minimum side setback for accessory buildings shall be the same as for main buildings, except that a three (3) foot side setback shall be required for accessory buildings which are located more than one hundred (100) feet from the front lot line and at least twelve (12) feet in the rear of any dwelling. On corner lots, the side setback from any street shall not be less than thirty (30) feet for both main and accessory buildings.

- C. Rear Setback--For interior lots, all dwellings and other main buildings shall be set back from the rear property line a distance of at least thirty (30) feet. Accessory buildings on interior lots shall be set back not less than ten (10) feet from the rear property line, except that no rear setback shall be required for accessory buildings having fire-resistive walls of two (2) hours or more. For corner lots, all dwellings and other main buildings shall be set back from the rear property line a distance of at least thirty (30) feet. Accessory buildings on corner lots shall be set back from the rear property line a distance of not less than three (3) feet.

#### 8-8-6 Height Requirements

The maximum height of any vacation dwelling shall be twenty (20) feet and the minimum height of any dwelling shall be eight (8) feet. Chimneys, flag poles, television antennas, church towers and similar structures not used for human occupancy are excluded in determining height, except as required in Paragraph 10-14 of this Code.

#### 8-8-7 Special Provisions

The following special provisions shall apply in this zone in order to carry out the intent of this Code.

- A. For the purpose of determining front, side, and rear setback requirements, any separate building situated within twelve (12) feet from a dwelling or other main building shall be considered as a part of the main building and not as an accessory building.

**DEFINITION OF MARKET VALUE:** The most probable price which ~~the~~ property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

#### CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

**CERTIFICATION:** The Appraiser certifies and agrees that:

1. The Appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property.
2. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.
3. The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in the report).
5. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.
6. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser." No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

**CONTINGENT AND LIMITING CONDITIONS:** The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title there-to, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.
3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefor.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
6. Information, estimates, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.
7. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.
9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

Date: Aug. 28, 1970 Appraiser(s) Richard Baum