

WHEN RECORDED, MAIL TO:
South Jordan City
Engineering
1600 W. Towne Center Dr.
South Jordan, Utah 84095
ET File #VT030221

This document was recorded electronically.
Please see the attached link to view the County
Recorder's stamp as it now appears in the
public record.
Date: 1/31 Entry: 446986de
Executive Title

SPECIAL
Warranty Deed
(Trustee)

Salt Lake County Tax ID No. 27-11-126-002

Gene L. Fullmer, Trustee under the Gene L. Fullmer Family Trust Agreement of May 29, 1986. Grantor(s),
of South Jordan, County of Salt Lake, State of Utah,
hereby CONVEYS AND WARRANTS to SOUTH JORDAN CITY, at 1600 West Towne
Center Drive, South Jordan, Utah 84095. Grantee, for the sum of
Ten Dollars, and other
good and valuable considerations, the following described parcel of land in
Salt Lake County State of Utah, to-wit:

A parcel of land in fee for the construction of the Jordan River Trail, being part of an entire tract of property
situate in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, T.3S., R.1W., S.L.B.&M. The boundaries of said parcel of land are
described as follows:

Beginning at the southeasterly corner of said entire tract which point is 1,885.66 feet N.89°43'24"E.
(1,886.6 feet East by record) along the northerly section line of said Section 11, to the extended easterly
subdivision line of Wasatch Downs Phase 3 subdivision and 832.37 feet (835.84 feet by record)
S.09°22'00"W. along said easterly subdivision line and the extension thereof, to the southeasterly corner of
said subdivision and the southerly boundary line of said entire tract and along the southerly boundary line
the following four (4) courses: (1) 30.51 feet N.64°32'59"E. and (2) 113.07 feet N.69°43'15"E. and (3)
158.81 feet N.73°06'00"E. and (4) S.49°49'34"E. 20.92 feet (Note: said southerly boundary line is
described by record as 67.6 feet N.60°E and 3.5 chains N.77°E. and Southeasterly to the river) from the
Northwest Corner of said Section 11; and running thence along the southerly boundary line of said entire
tract the following two (2) courses: (1) N.49°49'34"W. 20.92 feet, (2) S.73°06'00"W. 20.28 feet; thence
N.16°45'59"W. 93.59 feet; thence N.00°38'50"E. 73.48 feet; thence N.16°20'58"E. 85.62 feet; thence
N.28°24'36"E. 57.29 feet; thence N.38°39'08"E. 36.61 feet; thence N.51°35'30"E. 58.23 feet; thence
N.62°37'33"E. 332.42 feet; thence N.51°25'39"E. 14.32 feet; thence N.14°06'34"E. 7.80 feet; thence
N.00°29'30"W. 166.75 feet; thence N.10°16'05"E. 35.36 feet to the northerly boundary line of said entire

Continued on Page 2
INDIVIDUAL RW-01T (11-01-03)

tract and the northerly section line of said Section 11; thence N.89°43'24"E. 12.06 feet along the northerly boundary line of said entire tract and said northerly section line to the northeasterly corner of said entire tract; thence along the easterly boundary line of said entire tract the following fourteen (14) courses: (1) S.33°30'07"W. 28.61 feet, (2) S.02°11'53"E. 88.70 feet, (3) S.26°42'53"E. 55.88 feet, (4) S.00°29'30"E. 42.78 feet, (5) S.14°06'34"W. 21.77 feet, (6) S.51°25'39"W. 27.39 feet, (7) S.62°37'33"W. 332.46 feet, (8) S.51°35'30"W. 51.93 feet, (9) S.38°39'08"W. 30.52 feet, (10) S.28°24'36"W. 51.44 feet, (11) S.16°20'58"W. 78.31 feet, (12) S.00°38'50"W. 64.75 feet, (13) S.16°45'59"E. 102.16 feet, (14) S.38°05'09"E. 4.64 feet to the point of beginning. The above described parcel of land contains 25,281 square feet or 0.580 acres in area, more or less.

Together with any and all rights and interests the Grantor may have to lands lying easterly of the above described parcel. The intent of this description is to clear the Grantors title rights and interests and make free from claims all lands to the Jordan River.

WITNESS the hand of said Grantor, this 30 day of January, A.D. 2007.
Signed in the presence of:

STATE OF Utah)
COUNTY OF Salt Lake) ss.

Gene L. Fullmer Trustee
Gene L Fullmer Trustee under the
Gene L. Fullmer Family Trust
Agrmt of 5/29/86

On the date first above written personally appeared before me, Gene L Fullmer TRustee under the Gene ~~L. Fullmer Family Trust Agrmt of 5/29/86~~ who, being by me duly sworn, acknowledged to me that he signed the within and foregoing instrument in accordance with the authority as Trustee given under the instrument creating said Trust, and that as Trustee he executed the same.

Brian Butters
Notary Public



A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB Approval No. 2502-0265

**** FINAL ****

B. Type Of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number UT030221	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower South Jordan City 1600 West Towne Center Drive South Jordan UT 84095	E. Name and Address of Seller Gene L Fullmer Trustee under the Gene L. Fullmer Family Trust Agrmt of 5/29/86 9250 South 2200 West West Jordan UT 84088	F. Name and Address of Lender
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G. Property Location 9551 South Chavez Drive West Jordan UT 84088	H. Settlement Agent EXECUTIVE TITLE INSURANCE AGENCY, INC. 03-0405430 Place of Settlement 881 West Baxter Drive South Jordan, UT 84095 Settlement Date 1/30/2007 Disbursement Date
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J. Summary of Borrower's Transaction **K. Summary of Seller's Transaction**

100. Gross Amount Due From Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price	49,600.00	401. Contract Sales Price	49,600.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower (line 1400)	2,977.14	403.	
104. SLCO Rollback Taxes	1,642.44	404.	
105.		405.	

Adjustments for Items paid by seller in advance		Adjustments for Items paid by seller in advance	
106. City/Town Taxes	to	406. City/Town Taxes	to
107. County Taxes	to	407. County Taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	

120. Gross Amount Due From Borrower	54,219.58	420. Gross Amount Due To Seller	49,600.00
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200. Amounts paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see Instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207. Credit-Funds received	52,577.14	507. 2007 SLCO Taxes	65.79
208.		508.	
209.		509.	

Adjustments for Items unpaid by seller		Adjustments for Items unpaid by seller	
210. City/Town Taxes	to	510. City/Town Taxes	to
211. County Taxes	to	511. County Taxes	to
212. Assessments	to	512. Assessments	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	

220. Total paid By/For Borrower	52,577.14	520. Total Reduction Amount Due Seller	65.79
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300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	54,219.58	601. Gross Amount due to seller (line 420)	49,600.00
302. Less amounts paid by/for borrower (line 220)	52,577.14	602. Less reductions in amt. due seller (line 520)	65.79
303. Cash	<input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	603. Cash	<input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller
	1,642.44		49,534.21

** Tax estimate based on 2006 taxes. **

I. Settlement Charges				Paid From Borrower's Fund's at Settlement	Paid From Seller's Fund's at Settlement
700. Total Sales/Brokers Commission based on price \$ @ % =					
Division of Commission (Line 700) as follows:					
701.	\$	to			
702.	\$	to			
703. Commission paid at Settlement					
704.					
800. Items Payable In Connection With Loan					
801.	Loan Origination Fee	%			
802.	Loan Discount	%			
803.	Appraisal Fee	to			
804.	Credit Report	to			
805.	Lender's Inspection Fee	to			
806.	Mortgage Insurance Application Fee	to			
807.	Assumption Fee	to			
808.					
809.					
810.					
811.					
812.					
813.					
814.					
815.					
816.					
817.					
900. Items Required By Lender To Be Paid In Advance					
901.	Interest from	to	@ \$ /day		
902.	Mortgage Insurance Premium for	months to			
903.	Hazard Insurance Premium for	years to			
904.		years to			
905.					
1000. Reserves Deposited With Lender					
1001.	Hazard Insurance	months @ \$	per month		
1002.	Mortgage Insurance	months @ \$	per month		
1003.	City Property Taxes	months @ \$	per month		
1004.	County Property Taxes	months @ \$	per month		
1005.	Annual Assessments	months @ \$	per month		
1006.		months @ \$	per month		
1007.		months @ \$	per month		
1008.					
1100. Title Charges					
1101.	Settlement or Closing Fee	to	EXECUTIVE TITLE INSURANCE AGENCY, INC.	250.00	
1102.	Abstract or Title Search	to			
1103.	Title Examination	to	EXECUTIVE TITLE INSURANCE AGENCY, INC.	2,307.14	
1104.	Title Insurance Binder	to			
1105.	Document Preparation	to			
1106.	Notary Fees	to			
1107.	Attorney's Fees	to			
(Includes above items number.)					
1108.	Title Insurance	to	EXECUTIVE TITLE INSURANCE AGENCY, INC.	420.00	
(Includes above items number.)					
1109.	Lender's Coverage	\$			
1110.	Owner's Coverage	\$	49,600.00		
1111.	Endorsements				
1112.					
1113.					
1200. Government Recording and Transfer Charges					
1201.	Recording fee: Deed \$; Mortgage \$; Release \$		
1202.	City/County Tax Stamps: Deed \$; Mortgage \$			
1203.	State Tax/Stamps: Deed \$; Mortgage \$			
1204.					
1205.					
1300. Additional Settlement Charges					
1301.	Survey	to			
1302.	Pest Inspection	to			
1303.					
1304.					
1305.					
1400. Total Settlement Charges (enter on line 103, Section J and 502, Section K)				2,977.14	0.00

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: South Jordan City

Seller: Gene L Fullmer Trustee under the Gene L. Fullmer Family Trust Agrmt of 5/29/86

Lender:

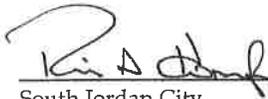
Settlement Agent: EXECUTIVE TITLE INSURANCE AGENCY, INC.
801-858-2155

Place of Settlement: 952 EAST CHAMBERS, SUITE 2
OGDEN, UTAH 84403

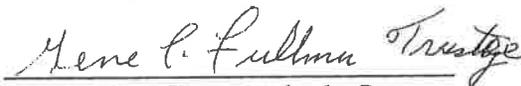
Settlement Date: January 24, 2007

Property Location: 9551 South Chavez Drive
West Jordan, UT 84088
Salt Lake, UT

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.



South Jordan City



Gene L Fullmer Trustee under the Gene

L. Fullmer Family Trust Agrmt of 5/29/86

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.



EXECUTIVE TITLE INSURANCE AGENCY, INC.
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and Imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

TITLE AFFIDAVIT AND "ADDITIONAL PROCEEDS DUE" AGREEMENT

Executive Title Commitment No. UT030221

Dated: January 24, 2007

The undersigned are currently participating in a title and escrow settlement transaction wherein Executive Title Insurance Agency, Inc (herein referred to as agent) has been appointed to serve as the escrow and title agent for a parcel of land referenced in the commitment for title insurance or letter report furnished by the agent with a commitment number of UT030221.

Buyers and Sellers agree to the following, the acknowledgment of which is hereby certified by signing below:

TITLE CERTIFICATION AND AFFIDAVIT:

We, the undersigned, hereby certify that we are not involved in or named party to any lawsuits that would jeopardize Executive Title insuring the subject property for the purpose of reflecting ownership and securing lien position for the insured parties. FURTHERMORE, we certify that there are no divorce matters, bankruptcy matters, collections, child support monies or orders outstanding, tax liens, judgments, interests (provisionary, conditional, contractual, equitable or otherwise), mechanic's liens, contracts, litigations, etc., that would allow any party to claim an interest, perfect a judgment, evict, or secure any lien or interest against the subject property. If any of the above do exist, we agree to hold Executive Title Insurance Agency Inc, its underwriters, and agents harmless from any effects of the above listed matters, and agree to settle and clear them to the agent's satisfaction.

ADDITIONAL PROCEEDS DUE:

YOU MAY BE RESPONSIBLE TO PAY ADDITIONAL FUNDS (PLEASE READ):

Executive Title Insurance Agency, Inc relies upon payoff statements issued by your mortgage companies or creditors who have liens that must be removed in order to write the new title insurance policies. There are certain situations where your lender may require more money than they originally instruct us to collect on the settlement statement that you will sign. Signing the settlement statement does not demonstrate a commitment on the part of the agent to cover any additional fees or proceeds. If your lender requires more money after you have signed, the agent will need to tender the amount in order to pay your lender in full. If you are unable to do so, the agent reserves the right to cease and desist from conducting the transaction. The undersigned agree to cover any additional proceeds required by their respective lenders.

Sellers:

Buyers:

Gene L. Fullmer Trustee

Kin A. [Signature]

Gene L Fullmer Trustee under the Gene L. Fullmer Family Trust Agrmt of 5/29/86

South Jordan City

Seller Contact Phone: _____

Buyer Contact Phone: _____

ESCROW CLOSING DISCLOSURES

Date: January 24, 2007
Order No.: UT030221

1. **LEGAL ADVICE NOTICE:**

BUYER(S) and SELLER(S) acknowledge that Escrow Officer and Executive Title Insurance Agency, Inc, pursuant to instructions from BUYER(S) and SELLER(S) may have prepared and furnished certain documents in connection with the purchase and sale, or mortgage of said property, including, but not limited to Deeds, Escrow Instructions, Contract for Sale, Bills of Sale, Security Agreements and Trust Deed or Mortgages in connection with this transaction and that BUYER(S) and SELLER(S) are hereby advised by Escrow Officer of the advisability of seeking legal counsel in connection with this transaction and the documentation prepared by Escrow Officer and Executive Title Insurance Agency, Inc.

2. **TAX PRORATION DISCLAIMER:**

The undersigned BUYER(S) and SELLER(S) do hereby understand and agree that the proration for general property taxes were calculated based on taxes for the preceding or estimate of the current year. Accordingly, the BUYER(S) and SELLER(S) do hereby hold Executive Title Insurance Agency, Inc harmless from any liability or damages caused by an inaccurate proration for general property taxes resulting from any variation of difference in the actual general property taxes assessed for the current year. Both BUYER(S) and SELLER(S) agree to make the proration as may be required subsequent to closing.

3. **UTILITIES AGREEMENT:**

It is hereby acknowledged and understood that any and all service charges or assessments levied by all utility companies will be paid by the BUYER(S) and SELLER(S) directly.

All final charges to date of closing will be paid directly to utility companies by said SELLER(S), on or before said BUYER(S) take possession of the property. It is understood and agreed that Executive Title Insurance Agency, Inc. shall not be liable for the failure of any one party involved herein in any particular manner, disagreements, changes, and/or additional agreements between parties.

4. **ACKNOWLEDGMENT OF RECEIPT OF TITLE COMMITMENT:**

The undersigned BUYER(S) do hereby acknowledge that they have received a copy of and have reviewed the contents of that commitment for Title Insurance issued by a title insurance provider in connection with the above referenced transaction.

BUYER(S) wish to take title as set forth on Warranty Deed.

Please initial here *BT* _____

5. **INSURANCE INSTRUCTIONS:**

* A fire insurance policy has been or will be taken care of by the BUYER(S) or their lender, and Executive Title Insurance Agency, Inc. is not responsible for obtaining said fire insurance policy.

* A Home Warranty Plan will _____/will not _____ be issued to the BUYER(S).

6. **RECORDING DOCUMENTS AND DISBURSEMENT OF FUNDS:**

Signing the settlement statement (HUD-1) does not demonstrate a commitment on the part of Executive Title Insurance Agency, INC. Before the documents are recorded, Executive Title will research the indexes to check for any new liens or encumbrances that may be levied after the effective date of the title commitment, but before recording the security instrument. All funds and documents held in trust or escrow with respect to this transaction will be returned and the transaction will not be conducted or executed in any way if mitigating circumstances are discovered. Such circumstance include but are not limited to: new liens after the commitment effective date, claims of interest by other parties, discovery of an apparent misrepresentation made by any party to the transaction, a desire by any party to abort or halt the transaction, etc. The decision of whether or not to proceed will be made by the Escrow Officer and counsel retained by Executive Title Insurance Agency, INC, and will not be subject to arbitration of any kind. The BUYER(S) and SELLER(S) have read and approved all documents prepared or presented in connection with the closing of this escrow, and hereby direct and instruct the Escrow Officer and Executive Title Insurance Agency, Inc to close and

record this transaction. Upon receiving good funds, Executive Title is instructed to disburse funds pursuant to said settlement statement approved by the undersigned, unless other instructions are given to the Escrow Agency under section 7 as follows:

7. **ADDITIONAL INSTRUCTIONS:**

The undersigned BUYER(S) and SELLER(S) instruct Escrow Officer to make the following changes, deletions, or additions necessary to close this transaction:

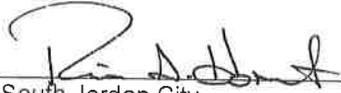
8. **GENERAL CONDITIONS OF ESCROW:**

The parties further agree that the closing of this transaction is subject to the General Conditions of Escrow attached and incorporated by reference.

9. **UNCLAIMED PROPERTY INSTRUCTIONS:**

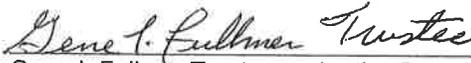
In the event any funds disbursed to either party by Executive Title are returned as undeliverable, or are not otherwise claimed by the addressee, the parties herein direct Executive Title to deposit the funds into an "Unclaimed Funds" account with the bank. The funds will collect interest payable to Executive Title and the parties authorize Executive Title to assess a monthly fee of \$7.00; and further authorize Executive Title to deduct a one time \$25.00 unclaimed funds setup fee. The funds will be held in the said account in accordance with Utah State law for a period of five years before being processed for forwarding to the State of Utah for disposition. The parties direct that all costs for the forwarding of said unclaimed funds will be deducted from the funds, and hereby hold Executive Title harmless for processing the unclaimed funds in accordance with these instructions and with Utah State law.

BUYER(S):



South Jordan City

SELLER(S):



Gene L Fullmer Trustee under the Gene L.
Fullmer Family Trust Agrmt of 5/29/86

Daytime Phone: _____

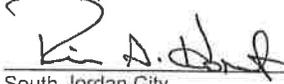
Daytime Phone: _____

GENERAL CONDITIONS OF ESCROW

Except as specifically modified by written instruction executed by all parties and accepted by Escrow Agent, these General Conditions of Escrow shall apply to this escrow, and the property or funds received hereunder.

1. Escrow Agent: Executive Title Insurance Agency, Inc is herein referred to as Escrow Agent.
2. Deposits: All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may co-mingle funds received by it in escrow with escrow funds of others, and may, without limitation, deposit such funds in its custodial or escrow accounts with any reputable trust company, bank, savings association, or other financial services entity, including any affiliate of Escrow Agent. It is understood that Escrow Agent shall be under no obligation to invest the funds deposited with it on behalf of any depositor, nor shall it be accountable for any earnings or incidental benefit attributable to the funds which may be received by escrow Agent while it holds such funds.
3. Limitations of Liability: Without limitation, Escrow Agent shall not be liable for any loss or damage resulting from the following:
 - a) The financial status or insolvency of any other party, or any misrepresentation made by any other party.
 - b) Any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by or to Escrow Agent or exchanged by the parties hereunder, whether or not Escrow Agent prepared such instrument.
 - c) The default, error, action or omission of any other party to the escrow.
 - d) Any loss or impairment of funds that have been deposited in escrow while those funds are in the course of collection or while funds are on deposit in a financial institution, if such loss or impairment results from the failure, insolvency or suspension of a financial institution, or any loss impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument delivered to the Escrow Agent.
 - e) The expiration of any time or other consequence of delay, unless a properly executed settlement instruction, accepted by Escrow Agent, has instructed the Escrow Agent to comply with said time limit.
 - f) Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.
4. Upon completion of the disbursement of the funds and delivery of instruments, if any, Escrow Agent shall be automatically released and discharged of its escrow obligations hereunder.
5. These conditions of escrow shall apply to and be for the benefit of agents of the Escrow Agent employed by it for services in connection with this escrow, as well as for the benefit of Escrow Agent.
6. Attorney's Fees: In the event that litigation is initiated relating to this escrow, the parties hereto agree that Escrow Agent shall be held harmless from any attorney's fees, court costs and expenses relating to that litigation to the extent that litigation does not arise as a result of the Escrow Agent's fault. To the extent that Escrow Agent holds funds under the terms of this escrow, the parties hereto, other than Escrow Agent, agree that the Escrow Agent may charge those funds with any such attorney's fees, court costs and expenses as they are incurred by Escrow Agent. In the event that conflicting demands are made on Escrow Agent, or Escrow Agent, in good faith, believes that any demands with regard to the funds are in conflict or are unclear or ambiguous, Escrow Agent may bring an interpleader action in an appropriate court. Such action shall not be deemed to be the "fault" of Escrow Agent, and Escrow Agent may lay claim to or against the funds for its reasonable costs and attorney's fees in connection with same, through final appellate review. To that end, the parties hereto, other than Escrow Agent agree to indemnify Escrow Agent from such attorney's fees and court costs. If Escrow Agent has to sue to enforce the terms of this or any other agreement signed by BUYER(S) or SELLER(S), or to collect funds that should be paid by BUYER(S) or SELLER(S), Escrow Agent shall be entitled to an award to costs and attorney's fees.
7. Escrow Agent shall not be liable for the acts or omissions of others, including but not limited to incorrect payoff figures provided by others. If any incorrect information is received by Escrow Agent from another source, Escrow Agent shall be reimbursed and indemnified from any loss incurred by the party that benefits therefrom.
8. The Statute of Limitations applies with respect to this transaction, and the total amount of consideration for this transaction exceeds \$500.00. Any instructions, terms, or conditions to be adhered to by the title company or escrow officer regarding this transaction must be delivered to Executive Title Insurance Agency, INC and must be signed and executed by said company. If no such instructions, terms, or conditions are received and executed, the title company and escrow officer shall conduct the transaction according to normal Executive Title Insurance Agency, INC business procedure, in compliance with state law.

BUYER(S):


South Jordan City

SELLER(S):


Gene L Fullmer Trustee under the Gene
L. Fullmer Family Trust Agrmt of 5/29/86