

April 25, 2014

Mr. Bob Paxton

VIA U.S. MAIL

South Jordan, Utah 84095

RE: GRAMA REQUEST RECEIVED APRIL 11, 2014.

Dear Mr. Paxton:

The following response to your request for public records is based on your numbering in the request. As the majority of the requests are requests for information which do not reasonably identify records as required by the Government Records Access and Management Act, the City has attempted to identify records containing the information where possible. Where you requested information which is contained in documents that are posted publically, the response refers you to the public location of the documents.

Much of the information you request relates to Mulligans and the City recently posted several hundred pages of documents related to Mulligans on the City's website on the home page under the link titled "Mulligans History Research Book" and encourages you to review that link for information and records relating to Mulligans. Finally, as your request relates to parks and open space please be advised that the City's "Parks Recreation Trails and Open space Master Plan" and "Park Impact Fee Facilities Plan and Analysis" and may be found on the City's website at <http://www.southjordancity.org/recreation/parks.asp> and under the link titled "Combined Impact Fee Facilities Plan and Impact Fee Analysis".

Request

1. Money spent for South Jordan City Park and development costs?
2. Owner of land that applied for and received rezoning for where Sterling Village Apartments currently is.

Response

The request does not identify a record and lacks reasonable specificity under UCA § 63G-2-204. Records that may contain the information requested, City's financial data, from year 2005 to present are on the City's website (under the "about" tab and the "Financial Reports" sub tab) contained in the Budget and Certified Annual Financial Report "CAFR." If specific records that are desired are not contained in the Budget document or the CAFR please identify the specific records including the year.

Granted to the extent that the City has record(s) containing the information requested. The information requested may be contained in the "Applicant's

- Affidavits” consisting of 4 pages. Official records relating to ownership of property in Salt Lake County are held by the Salt Lake County recorder.
- No record. The City has no record containing the information requested. Official records relating to ownership of property in Salt Lake County are held by the Salt Lake County recorder.
- The request does not identify a record. The information requested may be contained in the record titled “Mulligans History Research Book” posted on the homepage of the City’s website.
- The request does not identify a record. The information requested may be contained in the record titled “Mulligans History Research Book” posted on the homepage of the City’s website.
- The request does not identify a record. The information requested may be contained in the record titled “Mulligans History Research Book” posted on the homepage of the City’s website.
- The request does not identify a record. The information requested may be contained in the record titled “Mulligans History Research Book” posted on the homepage of the City’s website.
- The request does not identify a record. The information requested may be contained in the record titled “Mulligans History Research Book” posted on the homepage of the City’s website.
- The request does not identify a record. The information requested may be contained in the record titled “Mulligans History Research Book” posted on the homepage of the City’s website.
- The request does not identify a record. The information requested may be contained in the record titled “Mulligans History Research Book” posted on the homepage of the City’s website.
- The request does not identify a record. The information requested may be contained in the record titled “Mulligans History Research Book” posted on the homepage of the City’s website. City Council and Planning Commission Meeting Minutes are available on the City’s website at:
<http://sire.sjc.utah.gov/sirepub/docs.aspx>.
- Granted to the extent that the City could identify purchased properties as no specific record was requested. The records are as follows:
- 27-15-376-011: Policy of Title Insurance (Property purchased for Heritage Park)
 - 27-23-404-003: Letter Of Understanding and Special Warranty Deed (property transferred/purchased from South Valley Sewer for Jordan River Trail - south)
 - 26-23-482-010: Agreement to Purchase Real Estate (property purchased for Sunstone Park)
 - 27-11-251-001: Quit Claim Deed – Lampton Drainage and Flood Control Land Group (property purchased for Jordan River Trail – north)
 - 27-11-179-019: Warranty Deed – R.L. Yergensen (property purchased for Jordan River Trail – north)
 - 27-11-179-018: Warranty Deed – R.L. Yergensen (property purchased for Jordan River Trail – north)
 - 27-11-126-011: Warranty Deed – Tony Chavez (property purchased for Jordan River Trail – north)
3. Previous owners of Sterling Village land – prior to it being rezoned.
 4. Purchase price of 28 acres from the Palmer Family.
 5. Purchase price of 11 acres from the Palmer Family.
 - 6.a Sale Price of land north of Mulligans for density housing – in river bottoms on Mulligans North border and include what it was rezoned to (Originally Palmer property)
 - 6.b. Sale Price of land north of Mulligans for density housing – in river bottoms on Mulligans North border and include what it was rezoned to (Originally Palmer property)
 7. What was done with the profits of land sold to Arbor homes along Mulligans north border?
 8. Do records show this land purchased from Palmers was to be a park?
 9. What open spaces and/or parks were/have been purchased by South Jordan City, parcel size and prices – with dates, over past 10 years?

- 27-11-126-010: Warranty Deed – Tony Chavez (property purchased for Jordan River Trail – north)
 - 27-11-126-002: Warranty Deed – Gene Fullmer (property purchased for Jordan River Trail – north)
10. Purchase price of Mulligans and how was it funded and why? The request does not identify a record. The information requested may be contained in the record titled “Mulligans History Research Book” posted on the homepage of the City’s website.
- 11.a. How is open space typically purchased – what type of funds used? Do the records of City Council meetings regarding the purchase of Mulligans confirm that the land was to be retained as open space? can I have copies showing yes or no? The request does not identify a record. The City has no record containing the information requested.
- 11.b. How is open space typically purchased – what type of funds used? Do the records of City Council meetings regarding the purchase of Mulligans confirm that the land was to be retained as open space? can I have copies showing yes or no? The request does not identify a record. The City has no record containing the information requested.
- 11.c. How is open space typically purchased – what type of funds used? Do the records of City Council meetings regarding the purchase of Mulligans confirm that the land was to be retained as open space? can I have copies showing yes or no? The request does not identify a record. City Council and Planning Commission Meeting Minutes are available on the City’s website at: <http://sire.sjc.utah.gov/sirepub/docs.aspx>.
- 11.d. How is open space typically purchased – what type of funds used? Do the records of City Council meetings regarding the purchase of Mulligans confirm that the land was to be retained as open space? can I have copies showing yes or no? The request does not identify a record. The City has no record containing the information requested.
12. What is the anticipated sales price for Mulligans and what will be done with the profits? The request does not identify a record. The City has no record containing the information requested.
13. What open space is the city interested in purchasing at this time and who are the owners? The request does not identify a record. The City has no record containing the information requested.
- 14.a. What funds were used in purchase of Palmer Property? I’d like copy of contracts. The request does not identify a record. The City has no record containing the information requested.
- 14.a. What funds were used in purchase of Palmer Property? I’d like copy of contracts. The information requested is be contained in the record titled “Mulligans History Research Book” posted on the homepage of the City’s website.

You have the right to appeal the City's determination of access to records to the chief administrative officer of the City. A notice of appeal must be submitted within 30 days from the date of determination of access to records provided in this letter. Your notice of appeal must include your name, mailing address, daytime telephone number, and explanation of what relief you are seeking. You may also include any supporting information with your notice of appeal. (UCA §§ 63G-2-205 & 63G-2-401). The notice of appeal should be submitted to the following:

ATTN: South Jordan City Manager
1600 W. Towne Center Drive
South Jordan, Utah 84095

Please let me know if you have any questions,

Sincerely,

A handwritten signature in blue ink that reads "Anna M. West". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Anna M. West, CMC
City Recorder

Enclosure

cc: Gary L. Whatcott – Interim City Manager
I. Robert Wall – City Attorney

Applicant's Affidavit

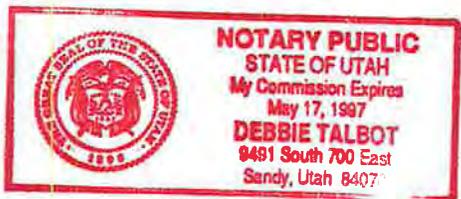
State of Utah)
County of Salt Lake)
South Jordan City)

I, (we) J. Robert and Owen D. Brimhall being duly sworn, depose and say that I, (we) am the owner or authorized agent of the owner of property involved in this application and that the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed J Robert Brimhall
Owen D Brimhall

Subscribed and sworn to before me this 22nd day of November, 1994.

Debbie Talbot
Notary Public Residing in Salt Lake County, Utah



My Commission Expires May 17, 1997

Agent Authorization

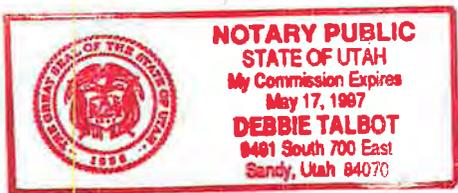
I (we) J. Robert and Owen D. Brimhall, the owner(s) of real property at 434 West 11000 South South Jordan, Utah, do hereby appoint Gerald Anderson & Assigns as my agent to represent me (us) with regard to this application affecting the above described real property, and do authorize Gerald Anderson & Assigns to appear on my behalf before any County Boards considering this application.

J Robert Brimhall
Owen D Brimhall
Owner's Signatures

Dated this 22nd day of November, 1994

State of Utah)
County of Salt Lake)
City of ~~South Jordan~~ Sandy)

On the 22nd day of November, 1994, personally appeared before me J Robert & Owen D. Brimhall the signer(s) of the above instrument who duly acknowledged to me that executed the same.



Debbie Talbot
Notary Public residing at Sandy F.S.B.
My Commission Expires May 17, 1997

This is a Change of Zoning Conditional Use Board of Adjustment Application

Addendum sheets attached Yes No

Name and Telephone <u>J. Robert and Owen D. Brimhall 801-576-9442</u>	Application # <u>SJ-258-942</u>
Street <u>434 West 11000 South</u>	Receipt & Amount <u>\$ 200.00</u>
City, State, Zip <u>South Jordan, Utah</u>	Zone <u>A-5</u>
Agent <u>Gerald Anderson & Assigs</u>	Date Received <u>11-23-94</u>
Name and Telephone <u>Gerald Anderson 801-571-4881</u>	If Zoning Request:
City, State, Zip <u>10977 Pleasant Hills, Sandy, Utah 84092</u>	From <u>A-5</u> To <u>R-M</u>

Legal Description/Property Address: _____

Parcel #27-13-376-005 (see attached legal description)

Total Area—Acres or Sq. Ft. 5.6



For Zoning or Conditional Use Only

1. What use is proposed?
RM (Appartment) Zoning

2. In what way does the proposal recognize the City Master Plan?
RM Zoning meet's the City's purposed master plan, which calls for residential zoning. This parcel adjoins a 21 acre parcel which has already been zoned "RM". This parcel will square up the "RM" zoned area and remone this parcel as a R-1 island within the appartment property.

3. What is the estimated development schedule?
Construction would begin mid 1995

Board of Adjustment Only

A variance from the ordinance requirement is requested for the following:

- Sideyard Front yard Rear yard Area Width Yard Coverage
- Curb, Gutter, Sidewalk Lot division Extending use 50' into adjoining zone
- On-site improvements Expansion of a non-conforming use or building Other

Applicant's Affidavit

State of Utah)
County of Salt Lake)
South Jordan City)

I, (we) Verona Kemp, being duly sworn, depose and say that I, (we) am the owner or authorized agent of the owner of property involved in this application and that the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed Verona Kemp

Subscribed and sworn to before me this FIRST day of JUNE, 19 95.



Bartley C. McDonald
Notary Public Residing in Salt Lake County, Utah

My Commission Expires June 27, 1998

Agent Authorization

I (we) Verona Kemp, the owner(s) of real property at 445 West 11000 South South Jordan, Utah, do hereby appoint Gerald Anderson & Assigns as my agent to represent me (us) with regard to this application affecting the above described real property, and do authorize Gerald Anderson & Assigns to appear on my behalf before any County Boards considering this application.

Dated this FIRST day of JUNE, 19 95 Verona Kemp
Owner's Signature

State of Utah)
County of Salt Lake)
City of South Jordan)

On the FIRST day of JUNE, 19 95, personally appeared before me VERONA KEMP the signer(s) of the above instrument who duly acknowledged to me that executed the same.



Bartley C. McDonald
Notary Public residing at

My Commission Expires June 27, 1998

This is a Change of Zoning Conditional Use Board of Adjustment Application

Addendum sheets attached Yes No

Name and Telephone	Verona Kemp	801-571-8164	Application #	<u>SJ-271-952</u>
Street	445 West 11000 South		Receipt & Amount	_____
City, State, Zip	South Jordan, Utah		Zone	_____
Agent	Gerald Anderson & Assigns		Date Received	_____
Name and Telephone	Gerald Anderson	801-571-4881	If Zoning Request:	
City, State, Zip	Sandy, Utah	84092	From	<u>A-1</u> To <u>RM</u>

Legal Description/Property Address: _____

See Attached Sidwell #27-24-126-00~~4~~

Total Area—Acres or Sq. Ft. 22.94



For Zoning or Conditional Use Only

1. What use is proposed? RM (Multi-Family) Zoning

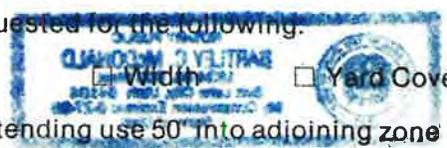
2. In what way does the proposal recognize the City Master Plan?
This property adjoins property currently zoned RM and is land-locked from the surrounding Single-Family properties.

3. What is the estimated development schedule?
Spring of 1996

Board of Adjustment Only

A variance from the ordinance requirement is requested for the following.

- Sideyard Front yard Rear yard Area Width Yard Coverage
- Curb, Gutter, Sidewalk Lot division Extending use 50' into adjoining zone
- On-site improvements Expansion of a non-conforming use or building Other



Applicant's Affidavit

State of Utah)
County of Salt Lake)
South Jordan City)

I, (we) Shanna & Paul Svedin, being duly sworn, depose and say that I, (we) am the owner or authorized agent of the owner of property involved in this application and that the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed Paul Svedin Shanna R Svedin

Subscribed and sworn to before me this FIRST day of JUNE, 19 95.



Bartley C. McDonald
Notary Public Residing in Salt Lake County, Utah

My Commission Expires June 27, 1998

Agent Authorization

I (we) Shanna & Paul Svedin, the owner(s) of real property at 435 West 11000 South South Jordan, Utah, do hereby appoint Gerald Anderson & Assigns as my agent to represent me (us) with regard to this application affecting the above described real property, and do authorize Gerald Anderson & Assigns to appear on my behalf before any County Boards considering this application.

Dated this FIRST day of JUNE, 19 95 Paul Svedin Shanna R Svedin
Owner's Signature

State of Utah)
County of Salt Lake)
City of South Jordan)

On the FIRST day of JUNE, 19 95, personally appeared before me PAULUS T. SVEDIN & SHANNA R. SVEDIN the signer(s) of the above instrument who duly acknowledged to me that executed the same.



Bartley C. McDonald
Notary Public residing at

My Commission Expires June 27, 1998

This is a Change of Zoning Conditional Use Board of Adjustment Application

Addendum sheets attached Yes No

Name and Telephone <u>Shanna & Paul Svedin 801-571-8015</u>	Application # <u>SJ-272-952</u>
Street <u>435 West 11000 South</u>	Receipt & Amount _____
City, State, Zip <u>South Jordan, Utah</u>	Zone _____
Agent <u>Gerald Anderson & Assigns</u>	Date Received _____
Name and Telephone <u>Gerald Anderson 801-571-4881</u>	If Zoning Request:
City, State, Zip <u>Sandy, Utah 84092</u>	From <u>A-1</u> To <u>RM</u>

Legal Description/Property Address: _____

See Attached Sidwell #27-24-126-003

Total Area—Acres or Sq. Ft. 1 ac.



For Zoning or Conditional Use Only

1. What use is proposed?

RM (Multi-Family) Zoning

2. In what way does the proposal recognize the City Master Plan?

This property adjoins property currently zoned RM and is land-locked from the surrounding Single-Family properties.

3. What is the estimated development schedule?

Spring of 1996

Board of Adjustment Only

A variance from the ordinance requirement is requested for the following:

- Sideyard Front yard Rear yard Area Width Yard Coverage
- Curb, Gutter, Sidewalk Lot division Extending use 50' into adjoining zone
- On-site improvements Expansion of a non-conforming use or building Other



Applicant's Affidavit

State of Utah)
County of Salt Lake)
South Jordan City)

I, (we) ROBERT A. SCHMIDT, being duly sworn, depose and say that I, (we) am the owner or authorized agent of the owner of property involved in this application and that the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed: *Robert A. Schmidt*

Subscribed and sworn to before me this 15 day of June, 19 95

Tammy Simpson
Notary Public Residing in Salt Lake County, Utah



My Commission Expires 11-13-96

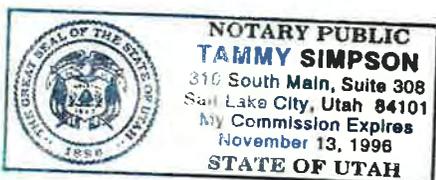
Agent Authorization

I, (we) ROBERT A. SCHMIDT, the owner(s) of real property at 500 West 11000 South South Jordan, Utah, do hereby appoint Gerald Anderson & Assigns as my agent to represent me (us) with regard to this application affecting the above described real property, and do authorize Gerald Anderson & Assigns to appear on my behalf before any County Boards considering this application.

Dated this _____ day of _____, 19 95 *Robert A. Schmidt*
Owner's Signature

State of Utah)
County of Salt Lake)
South Jordan City)

On the 15 day of June, 19 95, personally appeared before me ROBERT A. SCHMIDT the signer(s) of the above instrument who duly acknowledged to me that executed the same.



125 W. 10600 S. SANDY, UT
Notary Public Residing at
Tammy Simpson
My Commission Expires 11-13-96

This is a Change of Zoning Conditional Use Board of Adjustment Application

Addendum sheets attached Yes No

Name and Telephone <u>Robert A. Schmidt 801-576-9425</u>	Application # <u>SD 273 952</u>
Street <u>11200 So. 600 West</u>	Receipt & Amount _____
City, State, Zip <u>South Jordan, Utah 84095</u>	Zone _____
Agent <u>Gerald Anderson & Assigns</u>	Date Received _____
Name and Telephone <u>Gerald Anderson & Assigns 801-571-4888</u>	Zoning Request:
City, State, Zip <u>Sandy, Utah 84092</u>	From <u>A1</u> To <u>RM</u>

Legal Description/Property Address & Sidwell Number _____

Sidwell #27-24-101-016

Total Area—Acres or Sq. Ft. 16.55

For Zoning or Conditional Use Only

1. What use is proposed?

RM (Appartment) Zoning

2. In what way does the proposal recognize the City Master Plan?

This property is currently master planned for large 1/2 acre lots, however this property is currently landlocked with regards to traffic access. The most reasonable access are through property currently zoned "RM" and "CFF". We feel that by zoning this parcel to "RM" that it will address the access problems and will result in a more fluid transition in "land uses" with surrounding properties. This property is in close proximity to the Southern Pacific Railroad, RM zoning will help offset it's effect.

3. What is the estimated development schedule?

Construction could begin by Late 1995 or early 1996

Board of Adjustment Only

A variance from the ordinance requirement is requested for the following:

- Side yard Front yard Rear yard Area Width Yard Coverage
- Curb, Gutter, Sidewalk Lot Division Extending use 50' into adjoining zone
- On-site Improvements Expansion of a non-conforming use or building Other

Form No. 1402.92
(10/17/92)
ALTA Owner's Policy



**Surety
Title**
6770 S. 900 E.
MIDVALE, UT 84047
(801)563-7540

POLICY OF TITLE INSURANCE



ISSUED BY

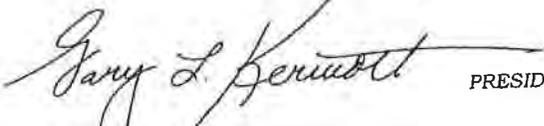
First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

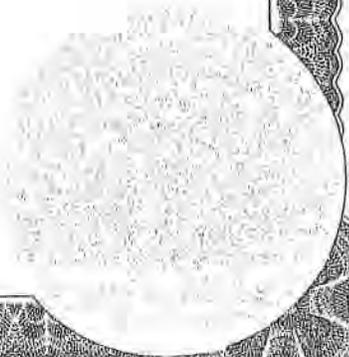
The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY

J 1227182



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the Insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an Insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an Insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the

by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue

for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the Amount of Insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**
Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all

This document has been recorded. Please use the attached copy to view the County Recorder's stamp as it now appears in the public record.

WHEN RECORDED RETURN TO:

Name: **GRANTEE**
Address: **1600 W. Towne Center Drive
South Jordan UT 84095**
File # **100801**

Date: **3-26-07** Entry: **10045157**
Book: **9440** Page: **479**
Submitted by: Surety Title

Sidwell # 27-15-376-011

WARRANTY DEED
(Individual Form)

GRANTOR

THE CAROL M. STOCKING TRUST
of Salt Lake County, State of UTAH, hereby CONVEY(S) AND WARRANT(S) to
SOUTH JORDAN CITY, a Utah Municipal Corporation

GRANTEE of Salt Lake County, State of UTAH for the sum of Ten dollars and other good and valuable consideration, the following tract(s) of land in Salt Lake County, State of Utah described as follows:

See "Exhibit A" attached hereto

also known by street and number as: **10828 SOUTH REDWOOD ROAD
SOUTH JORDAN, UT 84095**

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2007 and thereafter.

WITNESS, the hand of said grantor this 24th day of March, 2007.

Carol M. Stocking
BY: **CAROL M. STOCKING, TRUSTEE**
THE CAROL M. STOCKING TRUST

STATE OF UTAH)

COUNTY OF SALT LAKE)

) ss.
The foregoing instrument was acknowledged before me this 24th day of March, 2007, by **CAROL M. STOCKING TRUST**, the signor of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

My commission expires _____

Jennifer Robert
Notary Public: _____

Witness my hand and official seal.





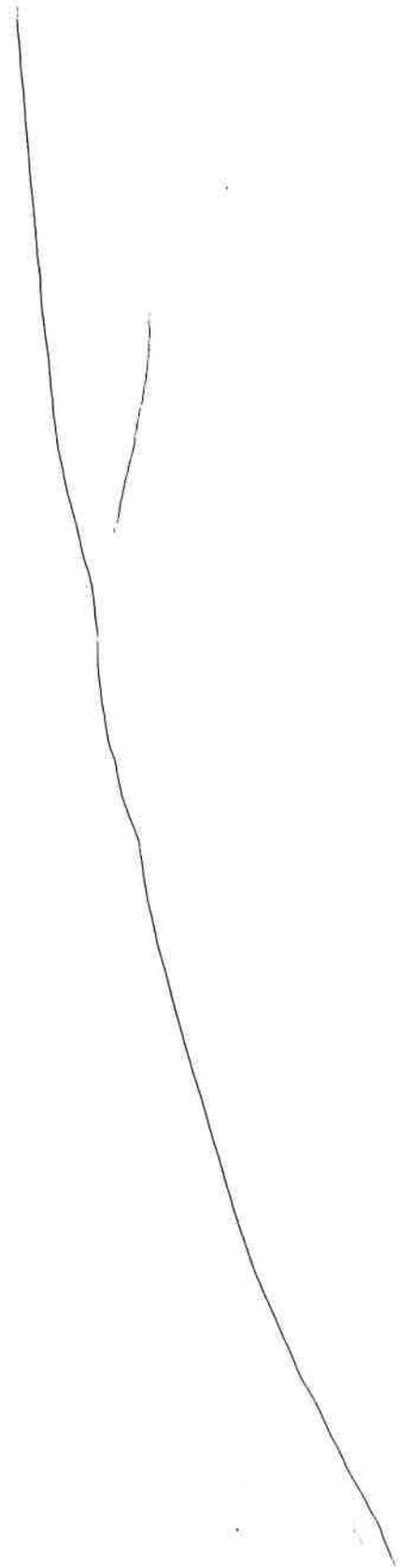


Exhibit "A"

BEGINNING AT A POINT WHICH IS NORTH 0°03'10" EAST ALONG THE QUARTER SECTION LINE 1086.0 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°03'10" EAST ALONG THE SECTION LINE 100.0 FEET; THENCE WEST 273.09 FEET; THENCE SOUTH 100.0 FEET; THENCE EAST 273.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED NOVEMBER 16, 2006 AS ENTRY NO. 9910337 IN BOOK 9381 AT PAGE 1350 OF OFFICIAL RECORDS.

SIDWELL 27-15-376-011





Surety Title Agency
6770 South 900 East, Suite 200
Midvale, Utah 84047
Bus: (801) 563-7540 Fax: (801) 563-7541

Agent for
First American Title Insurance Company
OWNER'S TITLE INSURANCE POLICY
SCHEDULE A

Policy No. : 29631-17-O
File Number: 100801- JR
Date of Policy: March 26, 2007 at 1:15 PM
Amount of Insurance: \$496,000.00

Jacket No.: J- 1227182

Premium: \$2,417.00

1. Name of Insured:

SOUTH JORDAN CITY, a Municipal Corporation

2. The estate or interest in the land which is covered by this Policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

SOUTH JORDAN CITY, a Utah Municipal Corporation

4. The land referred to in this policy is described as follows:

See "Exhibit A" attached hereto

Surety Title Agency

By:


Authorized Officer of Agent

This policy is invalid unless the insuring provisions and Schedules A and B are attached.





1665 Towne Center Drive, Unit 4
South Jordan, UT 84095
(801) 495-4300 (801) 495-4301 FAX

Escrow Number: 100801- JR

THANK YOU FOR YOUR BUSINESS!

Attached is your policy of Title Insurance for the property you recently purchased. We have assigned the above escrow number to the property for easy reference.

In the future, if you should sell, refinance, or acquire another loan on this property, Surety Title Agency would be pleased to assist you with the transaction. You should refer to the above escrow number when calling. This will enable us to apply any allowed reissue discounts and permit us to process your transaction in the shortest possible time.

We value our customers and greatly appreciate the opportunity to serve you.

Should you have any questions, please feel free to call our office.

Sincerely,

JENNIFER FRAUGHTON
Surety Title Agency

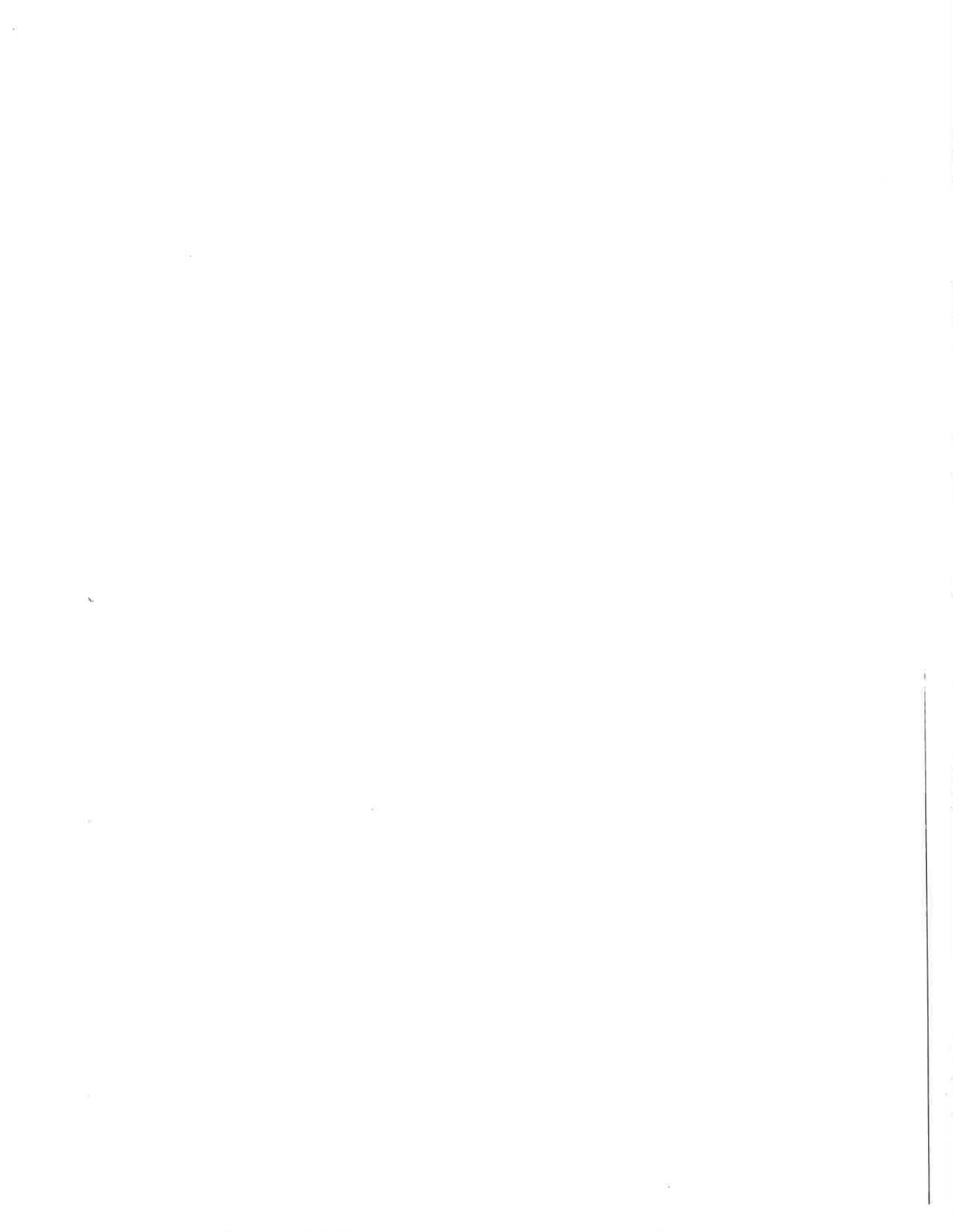


Exhibit "A"

BEGINNING AT A POINT WHICH IS NORTH 0°03'10" EAST ALONG THE QUARTER SECTION LINE 1086.0 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°03'10" EAST ALONG THE SECTION LINE 100.0 FEET; THENCE WEST 273.09 FEET; THENCE SOUTH 100.0 FEET; THENCE EAST 273.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED NOVEMBER 16, 2006 AS ENTRY NO. 9910337 IN BOOK 9381 AT PAGE 1350 OF OFFICIAL RECORDS.

SIDWELL 27-15-376-011

OWNER'S TITLE INSURANCE POLICY SCHEDULE B

Order Number: 100801- JR

Jacket No: J- 1227182

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.
2. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. 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.
5. (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.
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. Any adverse claim based upon the assertion that (a) Some portion of the land forms the bed or bank of a navigable river or lake; or lies below the mean high water mark thereof; (b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake; (c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
8. Taxes for the year 2007 now a lien, not yet due. General property taxes for the year 2006 were paid. Tax Parcel No. 27-15-376-011.
9. Any charge upon the land by reason of its inclusion in South Jordan City and South Valley Sewer District.
10. An easement over, across or through the land for Electrical Overhang and incidental purposes, as granted to Pacificorp. by Instrument recorded May 11, 1999 as Entry No. 7349815 in Book 8276 at Page 2003 of Official Records.
11. An easement over, across or through the land for Widening of Existing State Route 68 and incidental purposes, as granted to Utah Department of Transportation by Instrument recorded November 16, 2006 as Entry No. 9910338 in Book 9381 at Page 1352 of Official Records.

First American Title

This policy is invalid unless the insuring provisions and Schedules A and B are attached.

**OWNER'S TITLE INSURANCE POLICY
SCHEDULE B**

Order Number: 100801- JR

Jacket No: J- 1227182

12. An easement over, across or through the land for Maintenance of Fiber Optic Conduit and incidental purposes, as granted to Utah Department of Transportation by Instrument recorded November 16, 2006 as Entry No. 9910339 in Book 9381 at Page 1354 of Official Records.

First American Title

This policy is invalid unless the insuring provisions and Schedules A and B are attached.

made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against

Company or cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the Insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the Amount of Insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule (A)(C) consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the Amount of Insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable

had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against non-Insured Obligors.

The Company's right of subrogation against non-Insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

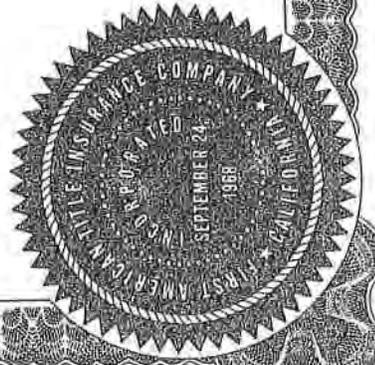
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707, or to the office which issued this policy.

FIRST AMERICAN



First American Title Insurance Company

**POLICY
OF
TITLE
INSURANCE**



L. Settlement Charges		3/24/07 11:10 AM	File Number: 100901	
700.	Total sales/broker commission		Paid From	Paid From
	Division of commission (line 700) as follows:		Borrower's	Seller's
701.	\$		Funds at	Funds at
702.	\$		Settlement	Settlement
703.	Commission paid at settlement			
704.				
800. Items payable in connection with loan:				
801.	Loan origination fee			
802.	Loan discount			
803.	Appraisal fee			
804.	Credit report			
805.	Lender's inspection fee			
806.	Mortgage insurance application fee			
807.	Assumption fee			
808.	Tax Service Fee			
809.	Flood Certification Fee			
810.	Underwriting Fee			
811.	Document Preparation Fee			
812.	Processing Fee			
813.	Wire Fee			
814.	Yield Spread Premium			
815.				
900. Items required by lender to be paid in advance:				
901.	Interest from			
902.	Mortgage insurance premium for			
903.	Hazard insurance premium for			
904.				
905.				
1000. Reserves deposited with lender:				
1001.	Hazard insurance			
1002.	Mortgage insurance			
1003.	City property taxes			
1004.	County property taxes			
1005.	Annual assessments (maint.)			
1006.				
1007.				
1008.				
1009.	Aggregate Adjustment			
1100. Title charges:				
1101.	Settlement or closing fee to SURETY TITLE AGENCY		100.00	100.00
1102.	Abstract or title search			
1103.	Title examination			
1104.	Title insurance binder			
1105.	Document preparation			
1106.	Notary fees			
1107.	Attorney's fees to <i>Includes above items no.:</i>			
1108.	Title Insurance to SURETY TITLE AGENCY <i>Includes above items no.:</i>		2,417.00	
1109.	Lender's coverage			
1110.	Owner's coverage \$496,000.00	\$2,417.00		
1111.	Endor 8.1, 100 & 116			
1112.	Escrow Processing Fee			
1113.	Wire Fee			
1114.	Reconveyance/Clearing Fee			
1116.	Express/Courier Fee			
1200. Government recording and transfer charges:				
1201.	Recording fees: Deed \$20.00		20.00	
1202.	City/county tax/stamps:			
1203.	State tax/stamps:			
1204.	E-Doc Fee			
1205.				
1206.				
1300. Additional settlement charges:				
1301.	Survey			
1302.	Pest Inspection			
1303.				
1304.				
1305.				
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)		2,537.00	100.00

SELLER'S AND/OR PURCHASER'S/BORROWER'S STATEMENT

File No. 100801

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.

The Seller's and Purchaser's signatures hereon acknowledge their approval and signify their understanding that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

Borrower(s) / Purchaser(s)

Richy A. Horst
SOUTH JORDAN CITY
BY: *Richy A. Horst*
ITS: *CITY MANAGER*
Date: *3/26/07*

Seller(s)

Carol M. Stocking
CAROL M. STOCKING, TRUSTEE
OF THE CAROL M. STOCKING TRUST

Date: 3/24/2007

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____ Date: 3/24/2007

JENNIFER ROBERT, Escrow Officer

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

WHEN RECORDED RETURN TO:

Name: GRANTEE
Address:

File # 100801

Sidwell # 27-15-376-011

WARRANTY DEED
(Individual Form)

THE CAROL M. STOCKING TRUST **GRANTOR**
of Salt Lake County, State of UTAH, hereby CONVEY(S) AND WARRANT(S) to

SOUTH JORDAN CITY, a Utah Municipal Corporation

GRANTEE of Salt Lake County, State of UTAH for the sum of Ten dollars and other good and valuable consideration, the following tract(s) of land in Salt Lake County, State of Utah described as follows:

See "Exhibit A" attached hereto

also known by street and number as: 10828 SOUTH REDWOOD ROAD
SOUTH JORDAN, UT 84095

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2007 and thereafter.

WITNESS, the hand of said grantor this 24th day of March, 2007.


BY: CAROL M. STOCKING, TRUSTEE
THE CAROL M. STOCKING TRUST

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24th day of March, 2007, by CAROL M. STOCKING TRUSTEE of THE CAROL M. STOCKING TRUST* the signer of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

My commission expires _____, Witness my hand and official seal.

Notary Public:

Exhibit "A"

BEGINNING AT A POINT WHICH IS NORTH 0°03'10" EAST ALONG THE QUARTER SECTION LINE 1086.0 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°03'10" EAST ALONG THE SECTION LINE 100.0 FEET; THENCE WEST 273.09 FEET; THENCE SOUTH 100.0 FEET; THENCE EAST 273.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED NOVEMBER 16, 2006 AS ENTRY NO. 9910337 IN BOOK 9381 AT PAGE 1350 OF OFFICIAL RECORDS.

SIDWELL 27-15-376-011

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Commitment No. 100801

1. **Effective Date:** March 16, 2007 at 8:00 a.m.

2. **Policy or Policies To Be Issued:**

() ALTA (1992) Owner's Policy
() Standard () Extended

Amount:
Premium:

Proposed Insured: SOUTH JORDAN CITY

() ALTA 1992 Loan Policy
() Standard () Extended

Amount:
Premium:

Premium: \$0.00
Premium:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

FEE SIMPLE

4. **Title to the estate or interest in said land is at the effective date hereof vested in:**

THE CAROL M. STOCKING TRUST

5. **The land referred to in this Commitment is described as follows:**

See Exhibit "A" Attached Hereto

SITUATED IN Salt Lake COUNTY

For Information Only

Property Address: 10828 SOUTH REDWOOD ROAD
SOUTH JORDAN, Utah 84095

PLEASE DIRECT ANY INQUIRIES OR COMMENTS RELATIVE TO THE CONTENTS OF THIS FILE TO:

JENNIFER ROBERT, Escrow Officer
LYNN MURPHY, Escrow Assistant
1665 West 10600 South
South Jordan, UT 84095
(801) 495-4300 (801) 495-4301 FAX

Exhibit "A"

BEGINNING AT A POINT WHICH IS NORTH 0°03'10" EAST ALONG THE QUARTER SECTION LINE 1086.0 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°03'10" EAST ALONG THE SECTION LINE 100.0 FEET; THENCE WEST 273.09 FEET; THENCE SOUTH 100.0 FEET; THENCE EAST 273.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED NOVEMBER 16, 2006 AS ENTRY NO. 9910337 IN BOOK 9381 AT PAGE 1350 OF OFFICIAL RECORDS.

SIDWELL 27-15-376-011

SCHEDULE B -- Section 1

REQUIREMENTS

Commitment No. 100801

The following are the requirements that must be met:

- (a) Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
- (d) 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:

- (e) Payment in full of all assessments levied by applicable Districts. (Exception Nos. 9)
- (f) Approval by the Company's underwriter of the contents hereof and satisfaction of any conditions or requirements imposed thereby.
- (g) Exception Nos. 8 thru 12 are to remain on the Commitment and will appear as shown (except as modified above) on Schedule B Part 1 of your policy.
- (h) Pursuant to State of Utah Insurance Department Rule R590-153-5A, a minimum cancellation fee of \$120.00 is now due. This fee will be credited to your Title Insurance Policy.

End of Requirements

SCHEDULE B – Section 2

EXCEPTIONS

Commitment No. 100801

Schedule B of the policy or policies to be issued will contain the exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.
2. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. 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.
5. (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.
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. Any adverse claim based upon the assertion that (a) Some portion of the land forms the bed or bank of a navigable river or lake; or lies below the mean high water mark thereof; (b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake; (c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
8. Taxes for the year 2007 now a lien, not yet due. General property taxes for the year 2006 were paid in the amount of \$ 1,341.04. Tax Parcel No. 27-15-376-011-0000.
+ 500.00
9. Any charge upon the land by reason of its inclusion in South Jordan City and South Valley Sewer District.

10. An easement over, across or through the land for Electrical Overhang and incidental purposes, as granted to Pacificorp. by Instrument recorded May 11, 1999 as Entry No. 7349815 in Book 8276 at Page 2003 of Official Records.
11. An easement over, across or through the land for Widening of Existing State Route 68 and incidental purposes, as granted to Utah Department of Transportation by Instrument recorded November 16, 2006 as Entry No. 9910338 in Book 9381 at Page 1352 of Official Records.
12. An easement over, across or through the land for Maintenance of Fiber Optic Conduit and incidental purposes, as granted to Utah Department of Transportation by Instrument recorded November 16, 2006 as Entry No. 9910339 in Book 9381 at Page 1354 of Official Records.
13. NOTE: According to the public record there have been no deeds conveying the land described herein within a period of 24 months prior to the date of this report except as follows: NONE.

NOTE: Exceptions 1-7 on Schedule B Part 2 are not included on ALTA Loan Policy (1992).

NOTE: A search of the Federal and State judgment records revealed no unpaid judgments, tax liens or open bankruptcies against CAROL M. STOCKING and THE CAROL M. STOCKING TRUST for the past eight years. (Except as noted.)

NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: If you require copies of any documents identified in this Commitment for Title Insurance, the Company will furnish the same upon specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: The land described in this Commitment may be serviced by services provided by cities, towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land for which no notice of the existence of such service charges is evidenced in the Public Records. The applicant and/or proposed insured should directly contact all entities providing such services and made the necessary arrangements to insure payment for such services and continuation of services to the land.



1665 West 10600 South
South Jordan , UT 84095
(801) 495-4300 (801) 495-4301 FAX

SETTLEMENT DISCLOSURE

Date: March 24, 2007 Order Number: 100801- JR
PROPERTY ADDRESS: 10828 SOUTH REDWOOD ROAD, SOUTH JORDAN, UT

RECORDING AND DISBURSEMENT

The undersigned BUYER(S) and SELLER(S) hereby approve the foregoing settlement statement and authorize Surety Title Agency to complete the transaction in accordance herewith. Upon receipt by Surety Title Agency of all documents required by all parties and all monies due are paid, both parties hereby authorize and allow Surety Title Agency to record the required documents and disburse funds in accordance with the settlement statement.

The disbursement of funds will only take place after Surety Title Agency has verified and received good funds according to the laws for the State of Utah and completed all parties instructions or conditions and the recording of the required documents has taken place.

All parties hereby agree and instruct Surety Title Agency to make any necessary adjustments due to any delays that may be required to complete your transaction. Changes can be but are not limited to the following; adjustments or changes on interest – prepaid or to your payoffs, recording fees, wire fees or any other lender required fee to fund. Surety Title Agency will attempt to notify each party by phone that have changes to be made at funding and a final settlement statement will also be mailed reflecting the changes.

Seller(s) Initials CS
Buyer(s) Initials RT

COMPLIANCE / PAYOFFS

The undersigned hereby further agree to cooperate with Surety Title Agency to resign or provide further information to complete this transaction if required to do so after closing / settlement. Both parties acknowledge that if a loan payoff is being made by Surety Title Agency on their behalf at settlement that the figure provided on the settlement statements is an accurate payoff and will bring their account to a zero balance. They further certify that if their loan or loans has the option of future advances that they have not exercised that option and have not received any advances, nor written any drafts, checks or credit card payments against the loan(s) that would increase the total amount due. They agree to fully protect, defend, indemnify, hold and save Surety Title Agency from and against any and all additional sums claimed to be due on the loan(s) in the event that the payoff statement or settlement statement is inaccurate.

Seller(s) Initials _____
Buyer(s) Initials _____

PROPERTY TAXES

The undersigned BUYER(S) and SELLER(S) hereby agree and understand that the County Property Taxes for the current year were adjusted as follows:

- () Taxes have been prorated based upon the tax amount for the 2006 year, in the amount of _____ and are to be re-adjusted by and between the parties hereto when the present years tax notice is available.
- () Taxes have been prorated based upon the estimate of _____ for the current year and are to be re-adjusted by and between the parties hereto when the present years tax notice is available.
- (X) Taxes have not been prorated through escrow settlement due to the buyer being exempt.
- () Taxes have been prorated on the tax amount of \$ _____ and this proration is considered a FINAL settlement.

It is further understood by the parties that Surety Title Agency has paid no monies to the County Treasurer or retained any monies in escrow for property taxes. When the tax bill for the county property taxes becomes due, it is the responsibility of the parties to insure payment. Property tax final bills are usually available from the County Treasurer's Office by November 1st of the current year.

Seller(s) Initials CS
Buyer(s) Initials RT

HOMEOWNER'S WARRANTY DISCLOSURE

The undersigned Seller(s) and Buyer(s) hereby understand that the purchase and sale of the property described in this settlement disclosure is MADE:

WITH a One-Year Homeowners Warranty Plan
 WITHOUT a One-Year Homeowners Warranty Plan

If the sale includes a Warranty, Please complete the following:

The Warranty is to be issued by: _____
(Home Warranty Company)

At a cost of \$ _____ and Paid

AT THE TIME OF CLOSING (Premium included on the Settlement Statements)

OUTSIDE OF CLOSING (Premium NOT included on the Settlement Statements)

And paid for by:

Seller Buyer Other (Specify _____)

Seller(s) Initials W
Buyer(s) Initials Bst

UTILITIES

Surety Title Agency verifies and insures that city water, sewer bills and any other required assessment, according to the title report, are current to the time of settlement / recording. Seller(s) acknowledge that they are to verify all utilities are paid current, terminated and all final bills transferred to their new address. Buyer(s) acknowledge they are to verify all utilities are transferred or turned on into their name. It is understood and agreed by both parties that Surety Title Agency is not responsible or liable for the failure of either party to do so.

PROPERTY HAZARD OR FIRE INSURANCE

Surety Title is not responsible for the transfer or set up of any personal or fire / hazard insurance in regards to the above referenced transaction. Sellers need to verify their policy is transferred or terminated only after the transaction is recorded and funded. Buyers agree to select their insurance company and policy needed outside of closing. If instructed, Surety Title Agency will collect and pay your premium through closing / settlement. Surety Title Agency is not liable for payment of premiums or problems that arise from failure to properly notify or instruct Surety Title Agency to do so.

COMMITMENT FOR TITLE INSURANCE

BUYER(S) hereby acknowledge that they have received a copy and have reviewed the contents of the Commitment for Title Insurance or Title Report issued by Surety Title Agency in connection with the above referenced transaction. Buyer(s) further acknowledge and accept the items that will appear as the legal description, exceptions and or special exceptions on their Owners Policy of Title Insurance issued by Surety Title Agency after funding and recording, along with any new encumbrances created by this transaction.

Buyer(s) Initials Bst

SURVEY

The undersigned hereby acknowledge that they have CHOSEN NOT TO have a survey completed on the above referenced transaction and the subject property. Both parties affirm that the legal description on the closing documents of even date herewith is satisfactory, and the undersigned hereby agree to hold Surety Title Agency harmless as to any dispute resulting from not having a survey done at the time of this transaction.

WATER RIGHTS

Water rights / shares and their transfer are not insured in any Surety Title Agency transaction. Seller(s) represent that if water is being transferred to the buyer(s) as an accommodation in this transaction that said water is transferable and has been paid in full or current. Buyer(s) hereby agree and accept all responsibility as to verification of water and the processes or items to be completed to transfer said water after closing if applicable. Both Parties agree to hold Surety Title Agency Harmless from any loss or problems resulting from any accommodation water transfer at closing / settlement.

AGREEMENT TO CONVERT PAPER DOCUMENTS TO ORIGINAL ELECTRONIC DOCUMENTS

Both parties hereby acknowledge, agree and accept that Surety Title Agency may record the above referenced transaction documents electronically when this option is available through the County Records Office. All parties agree that if this option is exercised by Surety Title Agency, for all purposes for which the designation of an original document may be relevant, a single electronic scanned image when certified by a notary public to be a true, exact, complete and unaltered copy of the originated paper version of the document shall become the original electronic document when stored electronically in such a way that it can be known and certified to be the same original electronic document in contradistinction to any electronic copy that may be made of it.

We further agree in the event that the original electronic document is lost or destroyed or becomes incapable of certification as an original electronic document, the originating paper version(s), together with all available paper copies of electronic transactions effected using the original electronic document, shall comprise the original document for all purposes.

LEGAL COUNSEL

BUYER(S) and SELLER(S) acknowledge that Surety Title Agency or its employees pursuant to instructions from parties involved may have prepared and furnished certain documents in connection with the above referenced transaction or closing. The undersigned acknowledge that they have the right to seek legal counsel and tax advice from anyone outside of Surety Title Agency or its employees in connection with this transaction and regarding all documents.

IRS DISCLOSURE

The undersigned hereby give permission to Surety Title Agency to disclose information pertaining to this transaction to the Internal Revenue Service. Including an IRS 1099-S form used to report real property transfer.

PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Surety Title Agency.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer-reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

FINAL ACKNOWLEDGMENT

The undersigned, do hereby acknowledge they have done a complete review of all closing documents signed in connection with the subject transaction. These documents represent a final expression of the agreement between the parties and said documents are a true and accurate representation of the intent of the parties

SELLER(S):

Carol M. Stocking
THE CAROL M. STOCKING TRUST
BY: CAROL M. STOCKING TRUSTEE

BUYER(S):

Riley A. Horst
SOUTH JORDAN CITY
BY: Riley A. Horst
ITS: CITY MANAGER

Scott L. Osborne, Mayor
Mark Seathaler, Council Member
Chuck Newton, Council Member
Brian Butters, Council Member
Steve Barnes, Council Member
Larry Short, Council Member
John H. Geilmann, City Manager



PH: 801.254.3742 EMAIL: info@sjc.utah.gov FAX: 801.254.3393

February 21, 2013

Mr. Craig White
Manager
South Valley Sewer District
874 Pioneer Road
Draper, UT 84020-9320

VIA U.S. MAIL

RE: LETTER OF UNDERSTANDING FOR TRANSFER OF PARCEL NO. 27-23-404-003.

Dear Mr. White:

Pursuant to the enclosed Special Warranty Deed (Deed) for the above identified Parcel, South Valley Sewer District (SVSD) shall transfer the property back to the City of South Jordan (City). The City shall deliver Forty Seven Thousand Six Hundred Seventy Four Dollars and Eighty Four Cents (\$47,674.84) payment to SVSD prior to the recordation of the Deed. The City shall also pay any fees and costs associated with the transaction, including but not limited to the recording fee, title reports, and insurance as deemed necessary.

This Letter with the enclosed Deed constitutes the entire understanding between SVSD and the City. The purpose of the transfer is to give the City back the property that the City previously transferred to SVSD as it was not needed for its intended purpose.

Please return the signed and notarized Deed to the City for recordation.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Whatcott".

Gary Whatcott
Assistant City Manager

Acknowledgement and Agreement

A handwritten signature in blue ink, appearing to read "Craig White".

Craig White
South Valley Sewer District Manager

Enclosure

cc: Michael J. Mazuran, Attorney, Mazuran & Hayes, P.C.
Ryan W. Loose, Assistant City Attorney

AFTER RECORDING RETURN TO:

Craig L. White
South Valley Sewer District
874 East 12400 South
P.O. Box 908
Draper, UT 84020

Parcel No. 27-23-404-003

SPECIAL WARRANTY DEED

SOUTH VALLEY SEWER DISTRICT, a political subdivision of the State of Utah, Grantor, hereby conveys and warrants against all claiming by, through or under it, to **SOUTH JORDAN CITY**, a Utah municipal corporation, Grantee, for the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real property located in Salt Lake County, State of Utah, to-wit:

Commencing at a point located North 89°27'10" East 3,145.03 feet and South 15°10'11" West 728.58 feet from the West Quarter Corner of Section 23, Township 3 South Range 1 West, Salt Lake Base and Meridian; thence East 193.02 feet; thence South 195.59 feet; thence South 88°50'00" West 247.47 feet; thence North 15°10'11" East 207.87 feet to the point of beginning.

Subject to easements restrictions and encumbrances appearing of record or enforceable in law and equity and 2013 taxes and thereafter.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed by and through its duly authorized officers this 20th day of February, 2013.

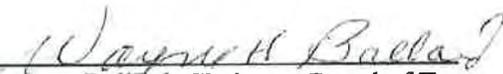
GRANTOR:

ATTEST:

SOUTH VALLEY SEWER DISTRICT



District Clerk



Wayne H. Ballard, Chairman Board of Trustees

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 22 day of February, 2013, personally appeared before me Wayne H. Ballard, who being by me duly sworn did say that he is the Chairman of the Board of Trustees of the **SOUTH VALLEY SEWER DISTRICT**, a political subdivision of the State of Utah, and that the foregoing instrument was signed in behalf of the District by authority of its governing body and said Chairman acknowledged to me that the District executed the same.





Notary Public

AGREEMENT TO PURCHASE REAL ESTATE

This Agreement is entered into this 31st day of May 2012 between The City of South Jordan, a Utah Municipal Corporation, ("Purchaser"), and Ron Thorne Construction, Inc., a Utah corporation ("Seller").

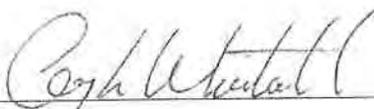
Purchaser hereby agrees to purchase from Seller a two acre retention basin, specifically referred to as Lot A, Sunstone Village No. 1 Subdivision, Parcel Identification no. 26-23-482-010 upon the following terms and conditions:

1. **Purchase Price.** The purchase price shall be Sixteen Thousand Five Hundred Dollars (\$16,500) to be paid by Purchaser to Seller in a lump sum payment within thirty (30) days after this agreement is executed.
2. **Real Estate Taxes.** Real Estate Taxes accrued against the property shall be prorated through the date of closing the sale and Seller shall pay all outstanding taxes allocated to the property through the date of this agreement to purchase.
3. **Title to the Property.** Seller shall convey title to Purchaser at or before the time of closing by a good and sufficient special warranty deed free and clear of all liens and encumbrances.
4. **Possession of the Property:** Purchaser shall be given possession of the property on or before the date this contract is executed. A failure on the part of Seller to transfer possession as specified will not make Seller a tenant of Purchaser, but in such event Seller shall pay to Purchaser damages for breach of contract and not as rent. All other remedies, which Purchaser may have under law, are reserved to Purchaser.
5. **Closing.** Closing of the sale shall take place at the time this contract is executed.
6. **Risk of Loss.** The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Seller. If all or a substantial portion of the improvements on the property are destroyed or damaged prior to the closing and transfer of title this agreement shall be void at Purchaser's option.
7. **Improvements and Fixtures Included.** This offer to purchase includes all improvements, infrastructure, buildings and fixtures presently on the real estate.
8. **Entire Agreement.** It is expressly agreed that this agreement to purchase real estate constitutes the entire agreement of Purchaser and Seller and shall be binding upon the heirs, personal representatives, successors and assigns of both.
9. **Severability.** If any clause of this Agreement is held unenforceable by any court of competent jurisdiction, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.

10. **Choice of Law.** This agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.

“Purchaser”
City of South Jordan

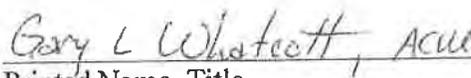
“Seller”
Ron Thorne Construction



Signature



Signature

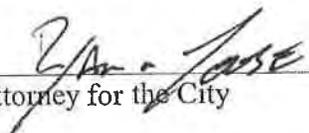


Printed Name, Title



Printed Name, Title

Approved as to legal form:



Attorney for the City

WHEN RECORDED, MAIL TO:

Grantee

10996 South Rowland Road Dr

South Jordan, Utah 84095

11395902

05/23/2012 09:28 AM \$0.00

Book - 10019 Pg - 5110

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

SOUTH JORDAN

1600 W TOWNE CENTER DR

SOUTH JORDAN UT 84095-8265

BY: DCD, DEPUTY - WI 1 P.

Special Warranty Deed

RON THORNE CONSTRUCTION, INC., a Utah corporation, organized and existing under the laws of the State of Utah, with its principal office at South Jordan, County of Salt Lake, State of Utah, GRANTOR,

hereby conveys and warrants against all persons claiming by, through or under it but not otherwise to

CITY OF SOUTH JORDAN

GRANTEE,

Of South Jordan County of Salt Lake, State of Utah

for the sum of TEN AND NO/100 DOLLARS and other good and valuable considerations.

DOLLARS,

The following described tract of land in Salt Lake County, State of Utah:

LOT A, SUNSTONE VILLAGE NO. 1 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 26-23-482-010

Subject to current general taxes, easements, restrictions, rights of way and reservations of record.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed this day of May, 2012.

Ron Thorne Construction, Inc., a Utah corporation

By: Ronald H. Thorne
Ronald H. Thorne, President

STATE OF UTAH

ss.

COUNTY OF SALT LAKE

On the 22 th day of May, 2012, personally appeared before me Ronald H. Thorne who being by me duly sworn, did say, that he, the said Ronald H. Thorne is the President of Ron Thorne Construction, Inc., a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Ronald H. Thorne duly acknowledged to me that said corporation executed the same.

Shane P. Lamb
Notary Public



My Commission Expires: 6-22-13

Residing at: Springs Valley, UT

Redemption Certificate Receipt
Receipt for Payment in Full of
Delinquent Taxes

Treasurer of Salt Lake County, Utah
PO BOX 144575
SLC UT 84114-4575

Received of:

CHECK #0860119062

RON THORNE CONSTRUCTION INC
2389 W BONANZA CT
SOUTH JORDAN UT 84095-8963-89

Paid by RON THORNE CONSTRUCTION INC the sum of
TWO THOUSAND FIVE HUNDRED TWENTY FIVE.....dollars 09 cents
(\$****2,525.09) paid to redeem delinquent taxes on the following property described as:

Prop Location: 5620 W 11800 S
Legal Desc: LOT A, SUNSTONE VILLAGE # 1 SUB.

Yr./Parcel # 07/26-23-482-010-0000
Type 202 GENERAL PROPERTY

Payment applied as follows:

Payoff Date: May 24, 2012

YR	TD	Taxes	Penalty	Fee	Rate	Interest Period	Interest	Subtotal
07	38	398.94	10.00		.1025	01012008-05232012	184.32	593.26
08	38	470.62	10.00		.0625	01012009-05232012	101.97	582.59
09	38	370.49			.0625	01242012-05232012	7.68	378.17
10	38				.0700	01242012-05232012		
11	38	684.58	17.11		.0700	01012012-05232012	19.38	721.07
							Tax Sale Administrative Fee	250.00
							Total Payment	2,525.09

Payments applied as directed may not be transferred or refunded. Redemption of property will not effect change of ownership. Payments by other than cash or certified funds and receipts or redemption certificates based thereon are conditional pending final collection of funds.

Receipt not valid without register validation here.

Mail Statement to:

RON THORNE CONSTRUCTION INC
2389 W BONANZA CT
SOUTH JORDAN UT 84095896389

Letter # WI
Prepared by:BR Date:05/23/2012

Authorized by: _____

Date: _____

PAID CAT: 0021-May Tax Sale
REC: 50375697 TR:2 BA:5636
CS: WID:Brande WS:TR-CASH01-
5/23/2012 9:21 AM
PARCEL:2623482010000000 NYR:2002
PENALTY:0 PROTEST:N
DELINQUENT TAX \$2,525.09
Check \$2,525.09



IN WITNESS WHEREOF, said Grantor(s) have hereunto set their hands
this 19 day of April, A.D. 20 07.

Signed in the presence of:

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Lampton Drainage and Flood
Control Land Group

Steven L. Jones
By: Steven L. Jones, Partner

On the date first above written personally appeared before me,
Steven L. Jones, who,
being by me duly sworn, did say that they are partners of the firm of Lampton Drainage and
Flood Control Land Group,
a Partnership, and that the within and foregoing instrument was signed in behalf of said Partnership by
authority of all partners, and said Grantors acknowledged to me that said Partnership executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Brian Chapin Butters
Notary Public



Prepared by: (JLS) Meridian Engineering, Inc. 3/1/2007

INDIVIDUAL RW-01GP (11-01-03)

IN WITNESS WHEREOF, said Grantor(s) have hereunto set their hands
this 19 day of April, A.D. 20 07.

Signed in the presence of:

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Lampton Drainage and Flood
Control Land Group

Alton L. Davis

By: Alton L Davis, Partner

On the date first above written personally appeared before me,
Alton L Davis who,
being by me duly sworn, did say that they are partners of the firm of Lampton Drainage and
Flood Control Land Group,
a Partnership, and that the within and foregoing instrument was signed in behalf of said Partnership by
authority of all partners, and said Grantors acknowledged to me that said Partnership executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Bruce Butler
Notary Public

IN WITNESS WHEREOF, said Grantor(s) have hereunto set their hands
this 19 day of April, A.D. 20 07.

Signed in the presence of:

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

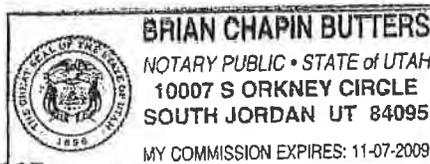
Lampton Drainage and Flood
Control Land Group

Chris K Lambert
By: Chris K Lambert, Partner

On the date first above written personally appeared before me,
Chris K Lambert, who,
being by me duly sworn, did say that they are partners of the firm of Lampton Drainage and
Flood Control Land Group,
a Partnership, and that the within and foregoing instrument was signed in behalf of said Partnership by
authority of all partners, and said Grantors acknowledged to me that said Partnership executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Brian Chapin Butters
Notary Public



Prepared by: (JLS) Meridian Engineering, Inc. 3/1/2007

INDIVIDUAL RW 01CP (11-01-03)

IN WITNESS WHEREOF, said Grantor(s) have hereunto set their hands this 19 day of April, A.D. 20 07.

Signed in the presence of:

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Lampton Drainage and Flood Control Land Group

By: Allen L Barbieri, Partner
Barbieri A.B.

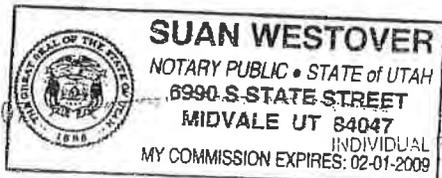
On the date first above written personally appeared before me, Allen L Barbieri Barbieri A.B., who, being by me duly sworn, did say that they are partners of the firm of Lampton Drainage and Flood Control Land Group, a Partnership, and that the within and foregoing instrument was signed in behalf of said Partnership by authority of all partners, and said Grantors acknowledged to me that said Partnership executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Suan Westover

Notary Public

Prepared by: (JLS) Meridian Engineering, Inc. 3/1/2007



INDIVIDUAL RW 01GP (11-01-03)

IN WITNESS WHEREOF, said Grantor(s) have hereunto set their hands
this 19 day of April, A.D. 20 07.

Signed in the presence of:

STATE OF Utah)
) ss
COUNTY OF Salt Lake)

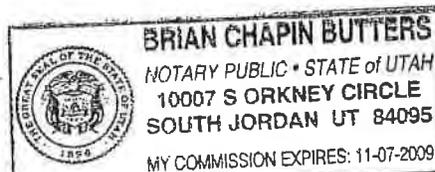
Lampton Drainage and Flood
Control Land Group

Glade E. Mumford
By: Glade E. Mumford, Partner

On the date first above written personally appeared before me,
Glade E Mumford, who,
being by me duly sworn, did say that they are partners of the firm of Lampton Drainage and Flood Control Land Group,
a Partnership, and that the within and foregoing instrument was signed in behalf of said Partnership by
authority of all partners, and said Grantors acknowledged to me that said Partnership executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Brian Chapin Butters
Notary Public



Prepared by: (JLS) Meridian Engineering, Inc. 3/1/2007

INDIVIDUAL FW-01GP (11-01-02)

TITLE AFFIDAVIT AND "ADDITIONAL PROCEEDS DUE" AGREEMENT

Executive Title Commitment No. UT030214

Dated: March 8, 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 UT030214.

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:

Tom K Mitchell
Lampton Draining & Flood
Control Land Group

Buyers:

Kim A. Hurd
South Jordan City

Steve E. Hurd
Steve E. Hurd
Chick Somers
Alton L. Davis
C. E. Blinn

ESCROW CLOSING DISCLOSURES

Date: March 8, 2007
Order No.: UT030214

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):

Ken A. Hart
South Jordan City

SELLER(S):

Joel R. Mitchell
Lampton Draining & Flood
Control Land Group

Daytime Phone: _____

Daytime Phone: _____

Steve S. McLeod

Theresa Jones

Chick S. Smith

Alton S. Davis

David B. ...

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):



Lampton Draining & Flood
Control Land Group



Steve K. Smith
AETON S. Smith

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	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		UT030214		

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 Lampton Drainage & Flood Control Land Group	F. Name and Address of Lender
--	--	--------------------------------------

G. Property Location 9755 South Jordan Ridge Road South Jordan UT 84095	H. Settlement Agent EXECUTIVE TITLE INSURANCE AGENCY, INC. Place of Settlement 881 West Baxter Drive South Jordan, UT 84095	03-0405430 Settlement Date 4/6/2007 Disbursement Date
--	--	--

J. Summary of Borrower's Transaction

100. Gross Amount Due From Borrower	
101. Contract Sales Price	32,000.00
102. Personal Property	
103. Settlement Charges to borrower (line 1400)	5,325.28
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/Town Taxes	to
107. County Taxes	to
108. Assessments	to
109.	
110.	
111.	
112.	

120. Gross Amount Due From Borrower	37,325.28
200. Amounts paid By Or in Behalf Of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/Town Taxes	to
211. County Taxes	to
212. Assessments	to
213.	
214.	
215.	
216.	
217.	
218.	
219.	

220. Total paid By/For Borrower	0.00
300. Cash At Settlement From/To Borrower	
301. Gross Amount due from borrower (line 120)	37,325.28
302. Less amounts paid by/for borrower (line 220)	0.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	37,325.28

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract Sales Price	32,000.00
402. Personal Property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/Town Taxes	to
407. County Taxes	to
408. Assessments	to
409.	
410.	
411.	
412.	
420. Gross Amount Due To Seller	32,000.00
500. Reductions In Amount Due To Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	0.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507. SLCO Treas-2007 prop tax	23.49
508.	
509.	
Adjustments for items unpaid by seller	
510. City/Town Taxes	to
511. County Taxes	to
512. Assessments	to
513.	
514.	
515.	
516.	
517.	
518.	
519.	

520. Total Reduction Amount Due Seller	
600. Cash At Settlement To/From Seller	
601. Gross Amount due to seller (line 420)	
602. Less reductions in amt. due seller (line 520)	
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	

** Tax estimate based on 2006 taxes **

*Joesta Ave Trail
(north)
- Lampton*

L 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.	4,614.28	
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.	321.00	
(includes above items number.)					
1109.	Lender's Coverage	\$			
1110.	Owner's Coverage	\$	32,000.00		
1111. Endorsements					
1112.					
1113.					
1200. Government Recording and Transfer Charges					
1201.	Recording fee: Deed \$		Mortgage \$		
1202.	City/County Tax Stamps: Deed \$		Mortgage \$		
1203.	State Tax/Stamps: Deed \$		Mortgage \$		
1204.	Recording Fees			140.00	
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)				5,325.28	0.00

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: South Jordan City

Seller: Lampton Draining & Flood Control Land Group

Lender:

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

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

Settlement Date: March 8, 2007

Property Location: 9755 South Jordan Ridge Road
South Jordan, UT 84095
Salt Lake, UT

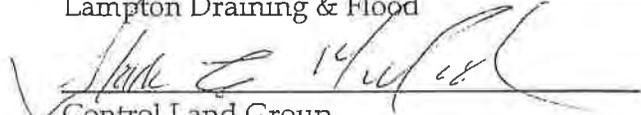
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.



South Jordan City



Lampton Draining & Flood



Control Land Group





Alton S. Davis


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.

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0285

**** FINAL ****

B. Type Of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		UT030215		

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 R.L. Yergensen Elma C. Yergensen 9671 South Chavez Drive South Jordan UT 84095	F. Name and Address of Lender
--	---	--------------------------------------

G. Property Location 9683 South Chavez Drive South Jordan UT 84095	H. Settlement Agent EXECUTIVE TITLE INSURANCE AGENCY, INC. Place of Settlement 881 West Baxler Drive South Jordan, UT 84095	03-0405430 Settlement Date 1/24/2007 Disbursement Date
---	--	---

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	14,895.00	401. Contract Sales Price	14,895.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower (line 1400)	2,785.14	403.	
104.		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	17,680.14	420. Gross Amount Due To Seller	14,895.00
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. SLCO Rollback	1,144.35
207.		507. 2007 Taxes-SLCO Treasurer	25.91
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	0.00	520. Total Reduction Amount Due Seller	1,170.28
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	17,680.14	601. Gross Amount due to seller (line 420)	14,895.00
302. Less amounts paid by/for borrower (line 220)	0.00	602. Less reductions in amt. due seller (line 520)	1,170.26
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	17,680.14	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	13,724.74

** Tax estimate based on 2006 taxes. **

L. Settlement Charges

700. Total Sales/Brokers Commission based on price \$				Paid From Borrower's Fund's at Settlement	Paid From Seller's Fund's at Settlement
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.		228.00	
(includes above items number:)					
1109. Lender's Coverage	\$				
1110. Owner's Coverage	\$	14,895.00			
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/Slamps: 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)				2,785.14	0.00

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: South Jordan City
Seller: R.L. Yergensen and Elma C. Yergensen
Lender:

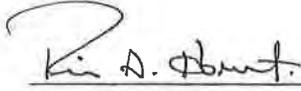
Settlement Agent: EXECUTIVE TITLE INSURANCE AGENCY, INC.
801-858-2155

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

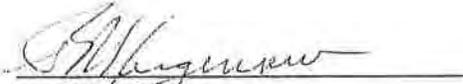
Settlement Date: January 24, 2007

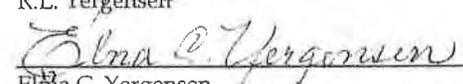
Property Location: 9683 South Chavez Drive
South Jordan, UT 84095
Salt Lake, UT

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



R.L. Yergensen


Elma C. Yergensen

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. UT030215

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 UT030215.

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:

R.L. Yergensen
R.L. Yergensen

Buyers:

Kim D. Bond
South Jordan City

Elma C. Yergensen
Elma C. Yergensen

Seller Contact Phone: _____

Buyer Contact Phone: _____

ESCROW CLOSING DISCLOSURES

Date: January 24, 2007
Order No.: UT030215

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 *RT* _____

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:

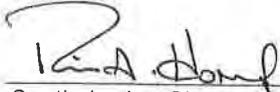
8. **GENERAL CONDITIONS OF ESCROW:**

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):

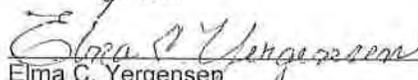


South Jordan City

SELLER(S):



R.L. Yergensen



Elma C. Yergensen

Daytime Phone: _____

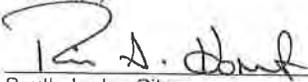
Daytime Phone: _____

GENERAL CONDITIONS OF ESCROW

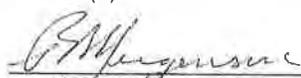
Except as specifically modified by written instruction executed by all parties and accepted by Escrow Agent, these General Conditions of Escrow shall apply to this escrow, and the property or funds received hereunder.

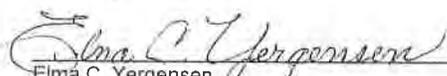
1. Escrow Agent: Executive Title Insurance Agency, Inc is herein referred to as Escrow Agent.
2. Deposits: All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may co-mingle funds received by it in escrow with escrow funds of others, and may, 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) of 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):


R.L. Yergensen


Elma C. Yergensen

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	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		UT030217		

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 R.L. Yergensen Elna C. Yergensen 9671 South Chavez Drive South Jordan UT 84095	F. Name and Address of Lender
---	--	-------------------------------

G. Property Location 9671 South Chavez Drive South Jordan UT 84095	H. Settlement Agent EXECUTIVE TITLE INSURANCE AGENCY, INC. 03-0405430 Place of Settlement 881 West Baxter Drive South Jordan, UT 84095	Settlement Date 1/24/2007 Disbursement Date
--	--	---

J. Summary of Borrower's Transaction

100. Gross Amount Due From Borrower	
101. Contract Sales Price	18,205.00
102. Personal Property	
103. Settlement Charges to borrower (line 1400)	2,807.14
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/Town Taxes to	
107. County Taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	

120. Gross Amount Due From Borrower	21,012.14
200. Amounts paid By Or In Behalf Of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/Town Taxes to	
211. County Taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	

220. Total paid By/For Borrower	0.00
300. Cash At Settlement From/To Borrower	
301. Gross Amount due from borrower (line 120)	21,012.14
302. Less amounts paid by/for borrower (line 220)	0.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	21,012.14

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract Sales Price	18,205.00
402. Personal Property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	

420. Gross Amount Due To Seller	18,205.00
500. Reductions In Amount Due To Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	0.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506. SLCO Rollback	1,385.28
507. 2007 Taxes-SLCO Treasurer	31.19
508.	
509.	
Adjustments for items unpaid by seller	
510. City/Town Taxes to	
511. County Taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	

620. Total Reduction Amount Due Seller	1,416.47
600. Cash At Settlement To/From Seller	
601. Gross Amount due to seller (line 420)	18,205.00
602. Less reductions in amt. due seller (line 520)	1,416.47
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	16,788.53

** Tax estimate based on 2006 taxes. **

L. Settlement Charges

700. Total Sales/Brokers Commission based on price \$		@	% =		
Division of Commission (Line 700) as follows:					
701. \$	to			Paid From Borrower's Fund's at Settlement	Paid From Seller's Fund's at Settlement
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.		250.00	
(includes above items number.)					
1109. Lender's Coverage	\$				
1110. Owner's Coverage	\$	18,205.00			
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)				2,807.14	0.00

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: South Jordan City
Seller: R.L. Yergensen and Elna C. Yergensen
Lender:

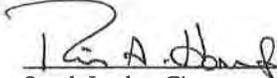
Settlement Agent: EXECUTIVE TITLE INSURANCE AGENCY, INC.
801-858-2155

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

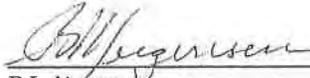
Settlement Date: January 24, 2007

Property Location: 9671 South Chavez Drive
South Jordan, UT 84095
Salt Lake, UT

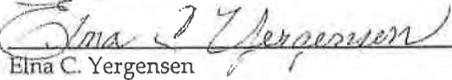
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.



South Jordan City



R.L. Yergensen



Elna C. Yergensen

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. UT030217

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 UT030217.

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:

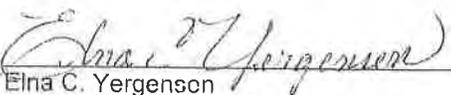
YOU MAY BE RESPONSIBLE TO PAY ADDITIONAL FUNDS (PLEASE READ):

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:

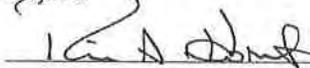


R.L. Yergensen



Elna C. Yergensen

Buyers:



South Jordan City

Seller Contact Phone: _____

Buyer Contact Phone: _____

ESCROW CLOSING DISCLOSURES

Date: January 24, 2007
Order No.: UT030217

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 *RT* _____

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:

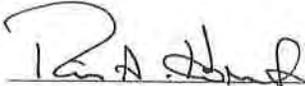
8. **GENERAL CONDITIONS OF ESCROW:**

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:**

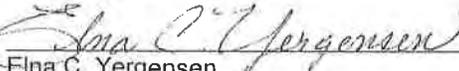
In the event any funds disbursed to either party by Executive Title are returned as undeliverable, or are not otherwise claimed by the addressee, the parties herein direct Executive Title to deposit the funds into an "Unclaimed Funds" account with the bank. The funds will collect interest payable to 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):


R.L. Yergensen


Elna C. Yergensen

Daytime Phone: _____

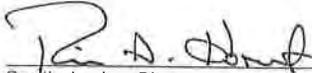
Daytime Phone: _____

GENERAL CONDITIONS OF ESCROW

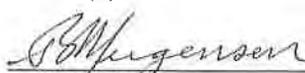
Except as specifically modified by written instruction executed by all parties and accepted by Escrow Agent, these General Conditions of Escrow shall apply to this escrow, and the property or funds received hereunder.

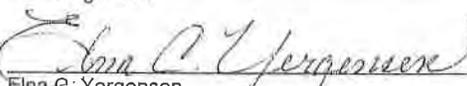
1. Escrow Agent: Executive Title Insurance Agency, Inc is herein referred to as Escrow Agent.
2. Deposits: All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may co-mingle funds received by it in escrow with escrow funds of others, and may, 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) of 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):


R.L. Yergensen


Elna C. Yergensen

WHEN RECORDED, MAIL TO:
South Jordan City
Engineering
1600 W Towne Center Dr.
South Jordan, Utah 84095
E-File # UT030220

This document has been recorded electronically.
Please see the attached recording information for the county.
Recorder's stamp as it appears on the original document.
Date: 1/30/10 public record
Entry: 0988410
Executive Title

Warranty Deed (Trustee)

Salt Lake County Tax ID No. 27-11-126-010

Tony A. Chavez and M. Nancy Chavez, as Co-Trustees of the Tony A. Chavez Inter Vivos Trust, dated May 7, 1980, and also as Co-Trustees of the M. Nancy Chavez Inter Vivos Trust, dated May 7, 1980, an undivided 1/2 interest to each said trust, Grantor(s), of South Jordan, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to the 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 a point in the southeasterly boundary line of said entire tract which point is 1,740.549 feet North and 1,577.378 feet East and 463.48 feet S.43°47'48"E. and 456.62 feet N.56°38'53"E. from the West Quarter Corner of said Section 11, said point is also located 463.48 feet S.43°47'48"E. and 456.62 feet N.56°38'53"E. from the northerly corner of Lot 11, West River Estates Plat B; and running thence N.43°04'40"W. 113.95 feet; thence N.46°32'47"W. 137.83 feet; thence N.38°05'09"W. 104.98 feet; thence N.16°45'59"W. 15.09 feet to a point in the northwesterly boundary line of said entire tract, said point is 30.51 feet N.64°32'59"E. and 113.07 feet N.69°43'15"E. and 158.53 feet N.73°06'00"E. along said northwesterly boundary line from the most southeasterly corner of Lot 310, Wasatch Downs Phase 3 Subdivision; thence N.73°06'00"E. 0.28 feet along said northwesterly line to the northerly corner of said entire tract; thence along the northeasterly boundary line of said entire tract the following three (3) courses: (1) S.49°49'34"E. 119.21 feet, (2) S.46°32'47"E. 136.52 feet, (3) S.43°04'40"E. 120.00 feet to the southeasterly corner of said entire tract; thence S.56°38'53"W. 30.44 feet along the southeasterly boundary line of said entire tract to the point of beginning. The above described parcel of land contains 9,707 square feet or 0.223 acre in area, more or less.

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

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 UT030220
4 <input type="checkbox"/> VA	5 <input type="checkbox"/> Conv. Ins.		7. Loan Number
			8. Mortgage Insurance Case Number
<p>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.</p>			
D. Name and Address of Borrower		E. Name and Address of Seller	
South Jordan City 1600 West Towne Center Drive South Jordan UT 84095		Tony A. Chavez Trustee M. Nancy Chavez Trustee 9583 South Chavez Drive South Jordan UT 84095	
F. Name and Address of Lender			
G. Property Location		H. Settlement Agent	
27-11-126-010 9700 South 1000 West South Jordan UT 84095		EXECUTIVE TITLE INSURANCE AGENCY, INC. 03-0405430	
		Place of Settlement	
		001 West Bexley Drive	
		Settlement Date	
		1/18/2007	
		Disbursement Date	
		South Jordan, UT 84095	
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	13,200.00	401. Contract Sales Price	13,200.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower (line 1400)	2,779.14	403.	
104.		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	15,979.14	420. Gross Amount Due To Seller	13,200.00
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. SLCO Rollback Taxes	1,067.38
207.		507. SLCO 2007 Taxes	19.08
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	0.00	520. Total Reduction Amount Due Seller	1,086.46
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	15,979.14	601. Gross Amount due to seller (line 420)	13,200.00
302. Less amounts paid by/for borrower (line 220)	0.00	602. Less reductions in amt. due seller (line 520)	1,086.46
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	15,979.14	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	12,113.54

** Tax estimate based on 2006 taxes. **

L. 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.		222.00	
(Includes above items number:)					
1109. Lender's Coverage	\$				
1110. Owner's Coverage	\$	13,200.00			
1111. Endorsements					
1112.					
1113.					
1200. Government Recording and Transfer Charges					
1201. Recording fee: Deed \$		Mortgage \$			
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)				2,779.14	0.00

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: South Jordan City

Seller: Tony A. Chavez Trustee and M. Nancy Chavez Trustee

Lender:

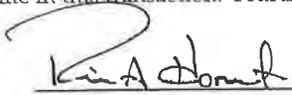
Settlement Agent: EXECUTIVE TITLE INSURANCE AGENCY, INC.
801-858-2155

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

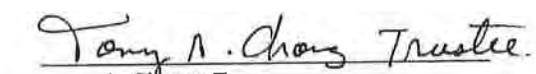
Settlement Date: January 18, 2007

Property Location: 9700 South 1000 West
South Jordan, UT 84095
Salt Lake, UT

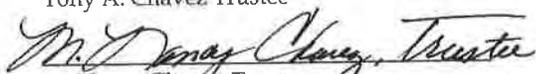
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.



South Jordan City



Tony A. Chavez Trustee



M. Nancy Chavez Trustee

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. UT030220

Dated: January 18, 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 UT030220.

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:

Tony A. Chavez Trustee
Tony A. Chavez Trustee

Buyers:

Ken A. Hunt
South Jordan City

M. Nancy Chavez Trustee
M. Nancy Chavez Trustee

Seller Contact Phone: _____

Buyer Contact Phone: _____

ESCROW CLOSING DISCLOSURES

Date: January 18, 2007
Order No.: UT030220

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:

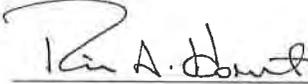
8. **GENERAL CONDITIONS OF ESCROW:**

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:**

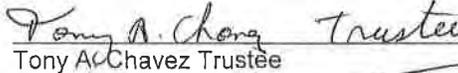
In the event any funds disbursed to either party by Executive Title are returned as undeliverable, or are not otherwise claimed by the addressee, the parties herein direct Executive Title to deposit the funds into an "Unclaimed Funds" account with the bank. The funds will collect interest payable to 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):

 Trustee
Tony A. Chavez Trustee

 Trustee
M. Nancy Chavez Trustee

Daytime Phone: _____

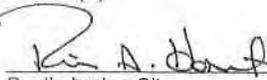
Daytime Phone: _____

GENERAL CONDITIONS OF ESCROW

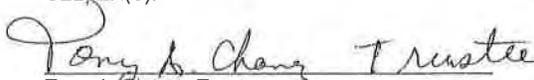
Except as specifically modified by written instruction executed by all parties and accepted by Escrow Agent, these General Conditions of Escrow shall apply to this escrow, and the property or funds received hereunder.

- 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 or 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) of 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):


Tony A. Chavez Trustee


M. Nancy Chavez Trustee

WHEN RECORDED, MAIL TO:
South Jordan City
Engineering
1600 W. Towne Center Dr.
South Jordan, Utah 84095
ET File # 030218

This document has been recorded electronically.
Please see the attached copy to view the County
Recorder's stamp as it now appears in the
public record.
Date: 1/30 Entry: 9988407
Executive Title

Warranty Deed (Trustee)

Salt Lake County Tax ID No. 27-11-126-011

Tony A. Chavez and M. Nancy Chavez, as Co-Trustees of the Tony A. Chavez Inter Vivos Trust, dated May 7, 1980, and also as Co-Trustees of the M. Nancy Chavez Inter Vivos Trust, dated May 7, 1980, an undivided 1/2 interest to each said trust, Grantor(s),
of South Jordan, County of Salt Lake, State of Utah,
hereby CONVEYS AND WARRANTS to the 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 $\frac{1}{4}$ and the SE $\frac{1}{4}$ 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 a point in the northwesterly boundary line of said entire tract which point is 1,259.238 feet North and 2,038.885 feet East and 203.34 feet N.43°47'48"W. and 456.62 feet N.56°38'53"E. from the West Quarter Corner of said Section 11, said point is also located 203.34 feet N.43°47'48"W. along the northeasterly boundary line of West River Estates Plat B and 456.62 feet N.56°38'53"E. along said northwesterly boundary line from the easterly corner of Lot 5, West River Estates Plat B; and running thence N.56°38'53"E. 30.44 feet along said northwesterly boundary line to the northeasterly corner of said entire tract; thence along the northeasterly boundary line of said entire tract the following two (2) courses: (1) S.43°04'40"E. 147.03 feet (165.84 by record), (2) S.41°31'49"E. 153.53 feet (135 feet by record) to the southeasterly corner of said entire tract; thence S.48°28'11"W. 58.28 feet (S.48°28'W. by record) along the southeasterly boundary line of said entire tract; thence N.62°51'04"W. 4.73 feet; thence N.41°31'49"W. 97.80 feet; thence N.32°43'51"W. 174.63 feet; thence N.43°04'40"W. 24.93 feet; thence N.43°04'40"W. 5.14 feet to the point of beginning. The above described parcel of land contains 14,817 square feet or 0.340 acre in area, more or less.

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

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 18 day of January, A.D. 2007.
Signed in the presence of:

STATE OF Utah
COUNTY OF Salt Lake) ss.

Tony A. Chazy Trustee
M. Nancy Chazy Trustee

On the date first above written personally appeared before me, Tony A. Chazy, Trustee and M. Nancy Chazy, Trustee, 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

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"/> FinHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number UT030218
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number
			8. Mortgage Insurance Case Number
<p>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.</p>			
D. Name and Address of Borrower		E. Name and Address of Seller	
South Jordan City 1600 West Towne Center Drive South Jordan UT 84095		Tony A. Chavez Trustee M. Nancy Chavez Trustee 9583 South Chavez Drive South Jordan UT 84095	
		F. Name and Address of Lender	
G. Property Location		H. Settlement Agent	
27-11-126-011 9700 South 1000 West South Jordan UT 84095		EXECUTIVE TITLE INSURANCE AGENCY, INC. 03-0405430	
		Place of Settlement 881 West Baxter Drive South Jordan, UT 84095	Settlement Date 1/18/2007 Disbursement Date
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	19,800.00	401. Contract Sales Price	19,800.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower (line 1400)	2,812.14	403.	
104.		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	22,612.14	420. Gross Amount Due To Seller	19,800.00
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. SLCO Rollback Tax	642.52
207.		507. SLCO 2007 Taxes	13.72
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	0.00	520. Total Reduction Amount Due Seller	656.24
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	22,612.14	601. Gross Amount due to seller (line 420)	19,800.00
302. Less amounts paid by/for borrower (line 220)	0.00	602. Less reductions in amt. due seller (line 520)	656.24
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	22,612.14	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	19,143.76

** Tax estimate based on 2006 taxes. **

L. 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.		255.00	
(includes above items number:)					
1109. Lender's Coverage	\$				
1110. Owner's Coverage	\$	19,800.00			
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)				2,812.14	0.00

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: South Jordan City

Seller: Tony A. Chavez Trustee and M. Nancy Chavez Trustee

Lender:

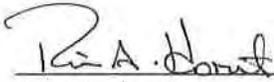
Settlement Agent: EXECUTIVE TITLE INSURANCE AGENCY, INC.
801-858-2155

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

Settlement Date: January 18, 2007

Property Location: 9700 South 1000 West
South Jordan, UT 84095
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

 Trustee

Tony A. Chavez Trustee

 Trustee

M. Nancy Chavez Trustee

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. UT030218

Dated: January 18, 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 UT030218.

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:

Tony A. Chavez Trustee
Tony A. Chavez Trustee

Buyers:

1212 A. [Signature]
South Jordan City

M. Nancy Chavez Trustee
M. Nancy Chavez Trustee

Seller Contact Phone: _____

Buyer Contact Phone: _____

ESCROW CLOSING DISCLOSURES

Date: January 18, 2007
Order No.: UT030218

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 DA _____

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:

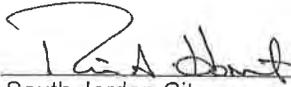
8. **GENERAL CONDITIONS OF ESCROW:**

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

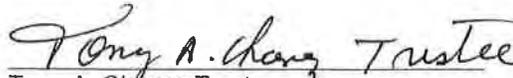
9. **UNCLAIMED PROPERTY INSTRUCTIONS:**

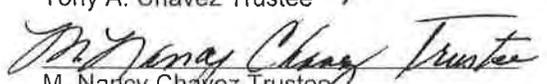
In the event any funds disbursed to either party by Executive Title are returned as undeliverable, or are not otherwise claimed by the addressee, the parties herein direct Executive Title to deposit the funds into an "Unclaimed Funds" account with the bank. The funds will collect interest payable to 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):


Tony A. Chavez Trustee


M. Nancy Chavez Trustee

Daytime Phone: _____

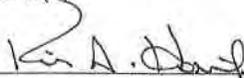
Daytime Phone: _____

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.

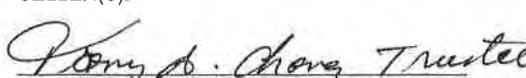
1. Escrow Agent: Executive Title Insurance Agency, Inc is herein referred to as Escrow Agent.
2. Deposits: All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may co-mingle funds received by it in escrow with escrow funds of others, and may, 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):



Tony A. Chavez Trustee



M. Nancy Chavez Trustee

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
---	--	-------------------------------

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
---	---

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
--	------------------	--	------------------

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
--	------------------	---	--------------

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	1,642.44	603. Cash	<input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	49,534.21
-----------	---	----------	-----------	---	-----------

** Tax estimate based on 2006 taxes **

L. 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:

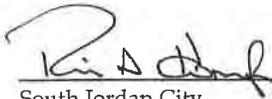
Settlement Agent: EXECUTIVE TITLE INSURANCE AGENCY, INC.
801-858-2155

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

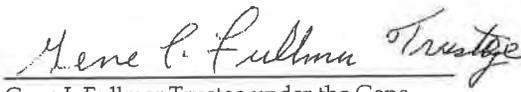
Settlement Date: January 24, 2007

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

Kim 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:

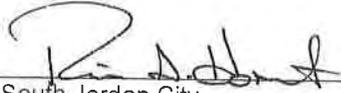
8. **GENERAL CONDITIONS OF ESCROW:**

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:**

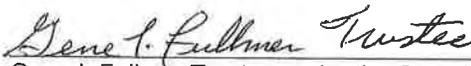
In the event any funds disbursed to either party by Executive Title are returned as undeliverable, or are not otherwise claimed by the addressee, the parties herein direct Executive Title to deposit the funds into an "Unclaimed Funds" account with the bank. The funds will collect interest payable to 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: _____

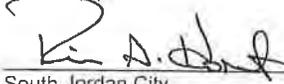
Daytime Phone: _____

GENERAL CONDITIONS OF ESCROW

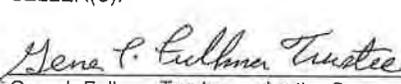
Except as specifically modified by written instruction executed by all parties and accepted by Escrow Agent, these General Conditions of Escrow shall apply to this escrow, and the property or funds received hereunder.

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