

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: 11000 W. Towne Center Drive  
South Jordan UT 84095

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

Sidwell # 27-15-376-011

WARRANTY DEED  
(Individual Form)

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

*Jennifer Robert*  
Notary Public:



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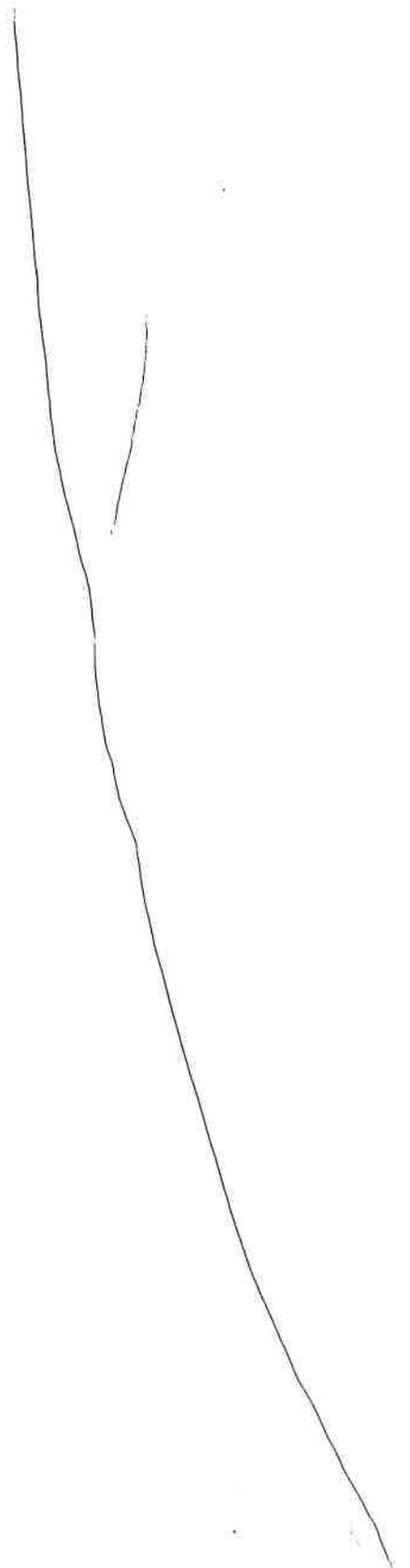


Exhibit "A"

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.

Vertical line on the right side of the page.



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

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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

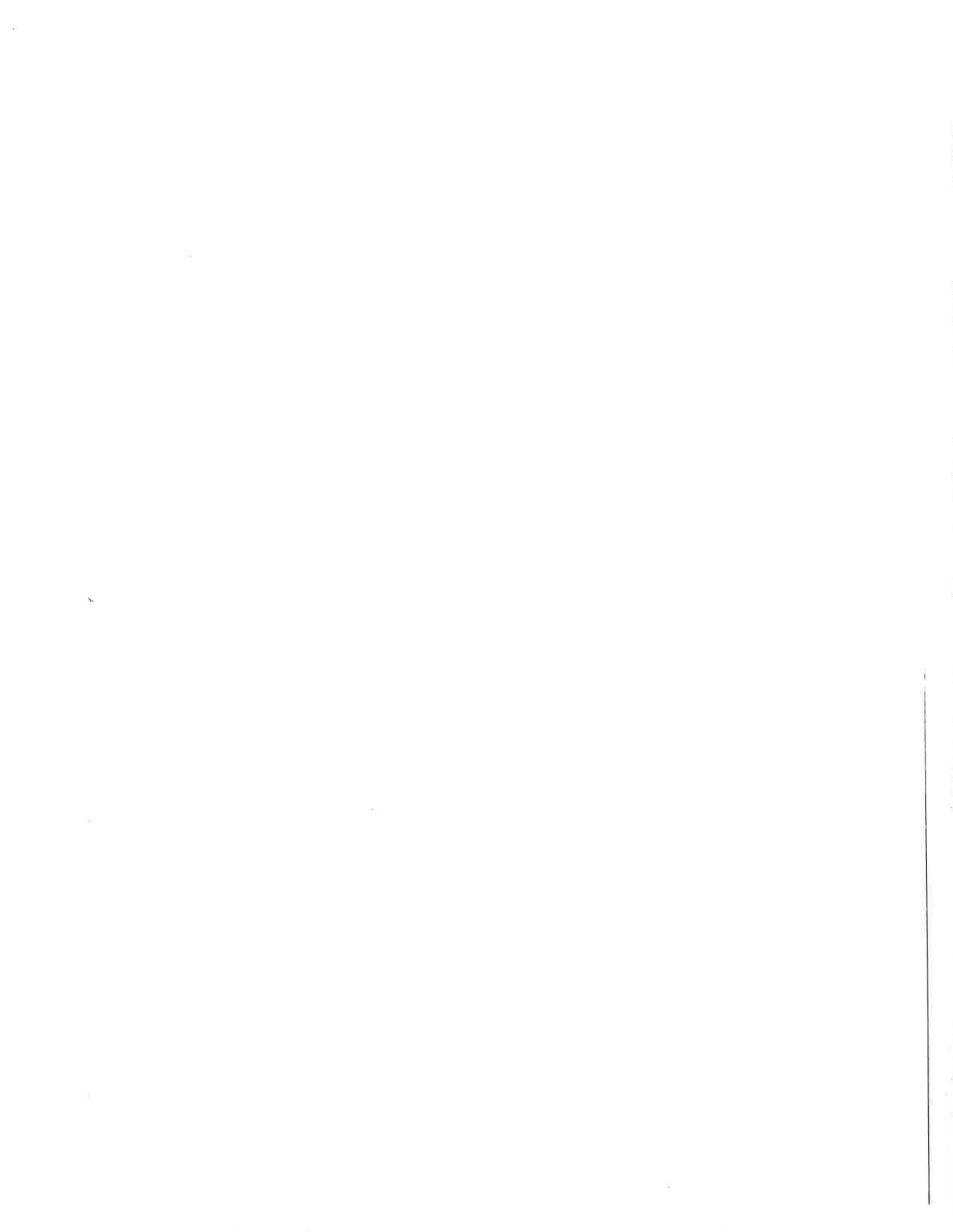


Exhibit "A"

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.

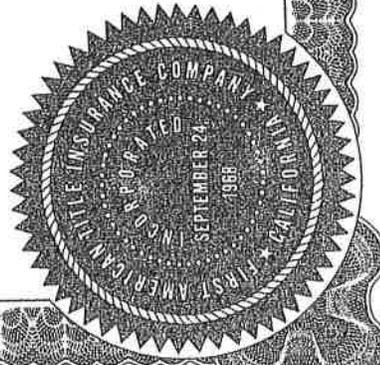
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707, or to the office which issued this policy.

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.				
906.				
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.

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**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 1<sup>st</sup> 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 Bt

**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 Bt

**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