



# **Preparing for Settlement (CORE)**

**Real Estate Class #RC230938**

Tucker Hodgson-  
Continuing Education Instructor #6728570-CEI0

**SETTLEMENT**



**CLOSING**

# Escrow, Title & Marketing

- Title Escrow
  - **100** Questions- 120 Minutes
  - 10% Insurance Regulation, 5% General Insurance, 15% Real Property, 15% Title Insurance, **20% Title Exceptions and Procedures for Clearing Title, 35% Real Estate Transactions.**
- Title Search
  - **100** Questions- 120 Minutes
  - 10% Insurance Regulation, 5% General Insurance, **35% Real Property, 18% Title Insurance, 22% Title Exceptions & Procedures for Clearing Title, 10% Real Estate Transactions.**
- Title Marketing Representative
  - **50** Questions- 60 Minutes
  - 10% Insurance Regulation, 5% General Insurance, **40% Title Insurance, 45% Marketing Title Insurance.**

# Escrow Officer, Notary Public, & RON

## Notary Public

1. 4 year commission
2. \$5,000 Bond
3. Verifies identity of signer
4. Obtains Signatures
5. Verifies delivered documents are not manipulated or changed
6. Prohibited from explaining document content
7. Prohibited from handling settlement monies
8. Can courier documents, but is liable for their safe & timely return

## Remote Online Notary (RON)

### **For the Remote Online Notary**

1. Everything above
2. \$10,000 Bond
3. Must operate within the boundaries of state where they are commissioned

### **For the Vendor/Provider/Signer**

1. RON platform must be approved by State of Utah
2. All parties to transaction must approve the use of RON documents
3. RON vendor must be approved with title underwriter
4. County Recorder must accept RON documents
5. Each RON session is recorded
6. Each signor must pass multi-factor authentication
7. Each signor must present ID during session

## Escrow Officer

1. **Is also Notary Public**
2. **Insurance license required**
3. **Appointed agent of title company**
4. **Client protected by title company E&O (\$1,000,000), fidelity bonds, & closing protection letter**
5. **Required continuing education- 12 hours every two years ( 3 hours of ethics)**
6. **Is a fiduciary / neutral party**
7. **Reads, interprets, & understands real estate and lending laws & customs**
8. **Follows written instructions from seller/buyer/agents/lender**
9. **Prepares settlement statement & closing documents**
10. **Verifies identity & authority/office of signer**
11. **Conducts settlement- Explain documents**
12. **Receives, verifies, and disburses funds**
13. **Delivers deeds (recording)**



Possession





# Possession

# Common Instructions found in Purchase Contracts

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- Water Rights
- Earnest Money Deadlines & Requirements
- Repairs
- Authority of the signers
- Buyer & Seller Default Options
- Contract Deadlines
- Agent payment instructions
- Rent, lease & deposit requirements

# Settlement vs. Closing – Residential REPC

## REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the

## 3. SETTLEMENT AND CLOSING.

**3.1 Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) **Buyer and Seller have signed** and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) **any monies** required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) **have been delivered** by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.



# Settlement vs. Closing – Residential REPC

**REAL ESTATE PURCHASE CONTRACT**  
This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

**EARNEST MONEY DEPOSIT**  
On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Offer Reference Date"), \_\_\_\_\_ ("Buyer") offers to purchase from \_\_\_\_\_ ("Seller") the Property described below and agrees to deliver no later than four (4) \_\_\_\_\_

and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

**3.2 Closing.** For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

**3.3 Possession.** Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: \_\_\_\_\_

## 3. SETTLEMENT AND CLOSING.

**3.2 Closing.** For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than **four calendar days after Settlement.**

**3.1 Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 2.4(a), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed \_\_\_\_\_

Page 1 of 6 pages   Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_   Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing.

Page 2 of 6 pages   Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_   Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

# Settlement vs. Closing – Residential REPC

**REAL ESTATE PURCHASE CONTRACT**  
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**EARNEST MONEY DEPOSIT**

and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.  
**3.2 Closing.** For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have

- **4.1 Prorations.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive closing

Page 1 of 6 pages Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

Page 2 of 6 pages Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

# Settlement vs. Closing – Residential REPC

## REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or

and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies

## 3. SETTLEMENT AND CLOSING.

**3.3 Possession.** Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: **[ ] Upon Recording; [ ] Hours after Recording; [ ] Calendar Days after Recording.** Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

## Settlement vs. Closing Commercial

**3. SETTLEMENT AND CLOSING.** Settlement shall take place on the Settlement Deadline referenced in *Section 24(c)*, or on a date upon which Buyer and Seller agree in writing.

"Settlement" shall occur only when **all** of the following have been completed: (a) **Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the lender, by written escrow instructions or by applicable law;** (b) **any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds;** and (c) **any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds.** Seller and Buyer shall each pay one-half ( $\frac{1}{2}$ ) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. **Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in *Section 24(c)*,** unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. **For purposes of this Contract, "Closing" means that: (i) Settlement has been completed; (ii) the proceeds of any new loan have been delivered by the lender to Seller or to the escrow/closing office; and (iii) the applicable Closing documents have been recorded in the office of the county recorder.**

# Definitions: Settlement & Closing Commercial - CCIM

**4. SETTLEMENT AND CLOSING.** Settlement shall take place on the Settlement Deadline or on another date upon which the Parties agree in writing. "Settlement" shall be deemed to have occurred only when all of the following have been fully completed: (a) **Buyer and Seller have signed** and delivered to the Escrow Agent all documents required by this PSA, by any lender, or by Applicable Law; (b) **any monies required to be paid by Buyer under this PSA (except for the proceeds of any new loan) have been delivered by Buyer to the Escrow Agent;** and (c) any monies required to be paid by Seller under this PSA have been delivered by Seller to the Escrow Agent. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the Escrow Agent for its services in the Settlement and Closing. **Taxes and assessments for the current year, rents, association dues, utilities and charges accrued under contracts relating to the Property and assumed by Buyer, operating expenses relating to the Property and interest on any assumed obligations shall be prorated as of 11:59 p.m. on the day prior to Settlement unless otherwise agreed to** in a settlement statement or other writing executed by the Parties. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. "Closing" means consummation of the transaction contemplated by this PSA and shall be deemed to have occurred only when: (a) **Settlement has been completed;** (b) **the proceeds of any new loan have been delivered** by the lender to the Escrow Agent; and (c) the applicable **Closing documents have been recorded** in the Official Records of the County Recorder of the County in which the Property is located. If a lender is funding a portion of the Purchase Price, **loan proceeds must be delivered to Escrow Agent not later than the end of the third (P) Business Day following completion of Settlement** or Buyer shall be in default.

## Definitions: Settlement vs. Closing Commercial (CCIM)

**4. SETTLEMENT AND CLOSING.** Settlement shall take place on the Settlement Deadline or on another date upon which the Parties agree in writing. "**Settlement**" shall be deemed to have occurred only when all of the following have been fully completed:

- (a) Buyer and Seller have signed and delivered to the Escrow Agent all documents required by this PSA, by any lender, or by Applicable Law;**
- (b) any monies required to be paid by Buyer under this PSA (except for the proceeds of any new loan) have been delivered by Buyer to the Escrow Agent;** and
- (c) any monies required to be paid by Seller under this PSA have been delivered by Seller to the Escrow Agent.**

# Settlement vs. Closing CCIM PSA- Instructions to Settlement Agent

"**Closing**" means consummation of the transaction contemplated by this PSA and shall be deemed to have occurred only when:

- (a) Settlement has been completed;
- (b) the proceeds of any new loan have been delivered by the lender to the Escrow Agent; and
- (c) the applicable Closing documents have been recorded in the Official Records of the County Recorder of the County in which the Property is located.

If a lender is funding a portion of the Purchase Price, **loan proceeds must be delivered to Escrow Agent not later than the end of the third (P) Business Day following completion of Settlement or Buyer shall be in default.**

## CCIM- Possession

**5. POSSESSION.** Seller shall deliver physical possession of the Property to Buyer within twenty-four **(24) hours following Closing** or at such other date and time as is specified in an Addendum.



# Deadlines

**24. CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline \_\_\_\_\_(Date)
- (b) Due Diligence Deadline \_\_\_\_\_(Date)
- (c) Financing & Appraisal Deadline \_\_\_\_\_(Date)
- (d) Settlement Deadline \_\_\_\_\_(Date)

**Residential  
REPC – Page 6**

**24. CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to this Contract:

- (a) Seller Disclosure Deadline \_\_\_\_\_(Date)
- (b) Due Diligence Deadline \_\_\_\_\_(Date)
- (c) Settlement Deadline \_\_\_\_\_(Date)

**Commercial  
REPC – Page 5**

**"SELLER DISCLOSURE DEADLINE":** (Date) \_\_\_\_\_

**"DUE DILIGENCE DEADLINE":** (Date) \_\_\_\_\_

**"SETTLEMENT DEADLINE":** (Date) \_\_\_\_\_

**CCIM P&S  
–Page 1**

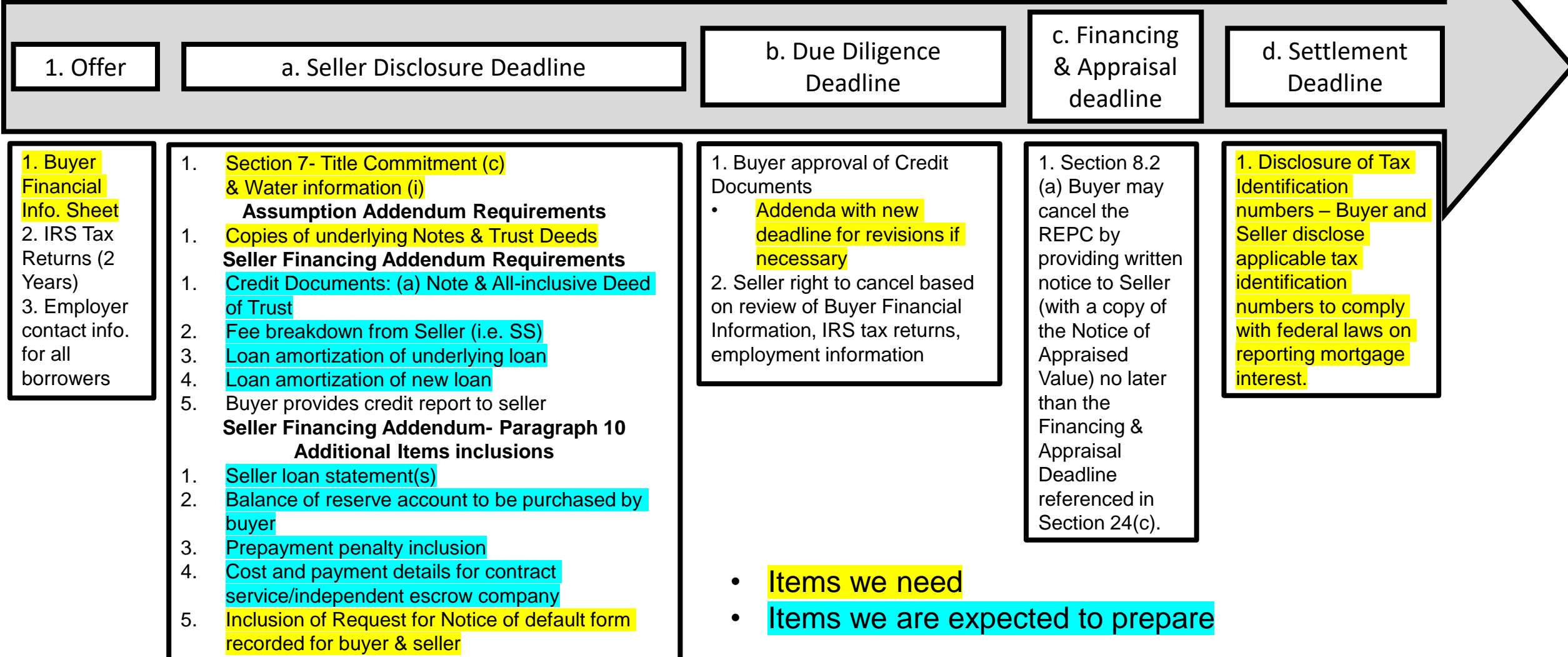
# Contract Deadlines - Calendar

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

# Contract Deadlines – All Inclusive

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline \_\_\_\_\_ (Date)
- (b) Due Diligence Deadline \_\_\_\_\_ (Date)
- (c) Financing & Appraisal Deadline \_\_\_\_\_ (Date)
- (d) Settlement Deadline \_\_\_\_\_ (Date)



1. Offer

- 1. Buyer Financial Info. Sheet
- 2. IRS Tax Returns (2 Years)
- 3. Employer contact info. for all borrowers

a. Seller Disclosure Deadline

- 1. Section 7- Title Commitment (c) & Water information (i)
  - Assumption Addendum Requirements
  - 1. Copies of underlying Notes & Trust Deeds
  - Seller Financing Addendum Requirements
  - 1. Credit Documents: (a) Note & All-inclusive Deed of Trust
  - 2. Fee breakdown from Seller (i.e. SS)
  - 3. Loan amortization of underlying loan
  - 4. Loan amortization of new loan
  - 5. Buyer provides credit report to seller
  - Seller Financing Addendum- Paragraph 10
  - Additional Items inclusions
  - 1. Seller loan statement(s)
  - 2. Balance of reserve account to be purchased by buyer
  - 3. Prepayment penalty inclusion
  - 4. Cost and payment details for contract service/independent escrow company
  - 5. Inclusion of Request for Notice of default form recorded for buyer & seller

b. Due Diligence Deadline

- 1. Buyer approval of Credit Documents
  - Addenda with new deadline for revisions if necessary
- 2. Seller right to cancel based on review of Buyer Financial Information, IRS tax returns, employment information

c. Financing & Appraisal deadline

- 1. Section 8.2 (a) Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c).

d. Settlement Deadline

- 1. Disclosure of Tax Identification numbers – Buyer and Seller disclose applicable tax identification numbers to comply with federal laws on reporting mortgage interest.

- Items we need
- Items we are expected to prepare

# Preparing for Settlement begins before listing

## 1. Basic Property Information

- **Property Address, Location, Size & Type:** Complete location/address details. Type of property (e.g., office building, retail space, industrial, multi-family). Access, Frontage, Square footage of the lot and any structures.
- **Zoning Information:** Current zoning classification and any zoning changes or variances.

## 2. Ownership, Entity & Legal Information

- **Ownership Details:** Names of the current owners and any known history of ownership.
- **Title Information:** Existing liens, encumbrances, or title issues.

## 3. Financial Information

- **Property Taxes:** Current and past property tax assessments.

## 4. Physical Condition

- **Environmental Reports:** Information on environmental studies, soil tests, and any contamination issues.
- **Utility Services:** Details about utility services (water, sewer, electricity, gas) and any known issues.

## 5. Legal and Regulatory Information

- **Easements and Encroachments:** Any easements, encroachments, or other restrictions on the property.

## 6. Market Information

- **Potential Development Plans:** Any known development plans or projects in the vicinity that could impact property value.

## 7. Historical Information

- **Property History:** Any significant historical information about the property, including previous uses and ownership changes.

## 8. Seller's Objectives and Motivation

- **Reason for Selling:** Understanding the seller's motivation for selling the property.
- **Timeframe:** The seller's desired timeframe for selling the property.
- **Financial Goals:** The seller's financial goals and expectations from the sale.

# Preparing for Settlement begins before listing

## 1. Basic Property Information

- **Property Address, Location, Size & Type:** Complete location/address details. Type of property (e.g., office building, retail space, industrial, multi-family). Access, Frontage, Square footage of the lot and any structures.
- **Zoning Information:** Current zoning classification and any zoning changes or variances.

## 2. Ownership, Encumbrances, and Title Information

- **Ownership Details:** Name of the current owner and any known history of ownership.
- **Title Information:** Details of any encumbrances or title issues.

## 3. Financial Information

- **Property Taxes:** Current tax rates and recent assessments.

## 4. Physical Condition

- **Environmental Reports:** Information on environmental studies, soil tests, and any contamination issues.
- **Utility Services:** Details of utility services (water, sewer, electricity, gas) and any known issues.

## 5. Legal and Regulatory

- **Easements and Encroachments:** Any easements, encroachments, or other restrictions on the property.

## 6. Market Information

- **Potential Development Plans:** Any known development plans or projects in the vicinity that could impact property value.

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- **Property History:** Any significant historical information about the property, including previous uses and ownership changes.

## 8. Seller's Objectives and Motivation

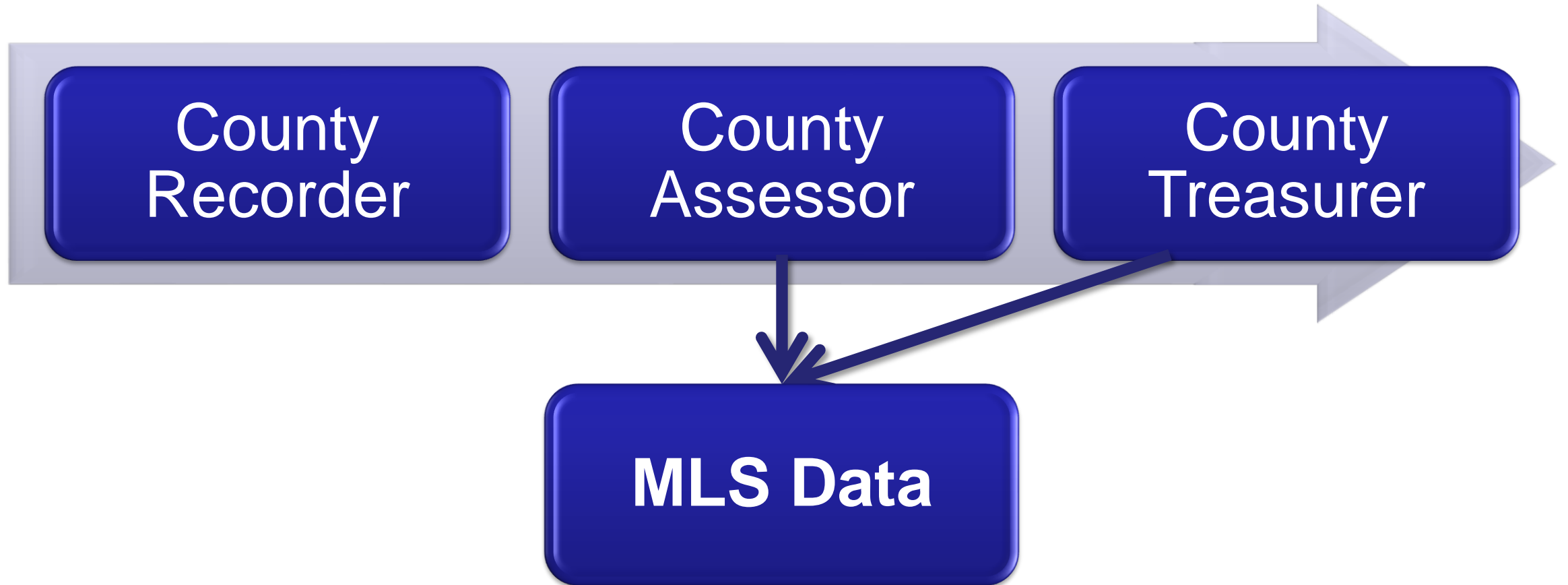
- **Reason for Selling:** Understanding the seller's motivation for selling the property.
- **Timeframe:** The seller's desired timeframe for selling the property.
- **Financial Goals:** The seller's financial goals and expectations from the sale.

# Preparing Sellers for Settlement begins before the listing appointment

- Basic Property Information:
  - Address/Location details
  - **Property Tax and Assessment Data**
  - **Property Type**
  - Lot Size/Frontage/Access/Building Size
- **Ownership, Entities & Authority**
  - Business Entity Search
- Zoning Information
- **Abstract**
  - Liens & encumbrances



# Ownership, Tax Data & MLS





# Timeline for Real Property Taxes

- January 1- All real property is assessed and liened as of this date.
- July 22 (approximately) - The Utah County Auditor mails Valuation Notices to the current owner of record. Opportunity to schedule appointment with Board of Equalization for value adjustments.
- August-September - Board of Equalization hearings are held.
- October - Property Tax Notices are mailed approximately third week.
- **November 30th - REAL PROPERTY TAXES ARE DUE.** (U.S. Post Office postmark is accepted, however an office postage meter is NOT considered a valid postmark for the November 30th deadline.)
- **December 1st - January 31st - Penalty is applied to delinquent parcels** at the rate of \$10.00 minimum or 1%, whichever is greater, per parcel.

**PLEASE OPEN AT ONCE**  
 NOTICE FROM DAVIS COUNTY AUDITOR OF ASSESSOR'S PROPERTY VALUATION FOR 2023  
 AND TAXING ENTITIES NOTICE OF PROPOSED TAX CHANGES AND PUBLIC HEARINGS

RETURN SERVICE REQUESTED

11-043-0219  
 4782899\*350\*0.43\*\*112\*\*\*\*\*ALTC05-DIGIT 84037  
 HODGSON, TUCKER M & MICHELLE  
 831 SHANNON RD  
 KAYSVILLE UT 84037-1539



**2023 Notice of Property  
 Valuation and Tax Changes**

Taxing District	Land Serial Number	Acres	Last Year Detailed Review
33	11-043-0219	0.20	2021

**Property Owner:**  
 HODGSON, TUCKER M & MICHELLE

**Property Location:**  
 831 SHANNON RD, KAYSVILLE

**Partial Legal Description – For Tax ID Only**  
 ALL OF LOT 219, KING CLARION HILLS NO. 2  
 CONT. 0.195 ACRES.

Please see important explanations & instructions on reverse side

VALUE OF YOUR PROPERTY				
PROPERTY TYPE	2022 MARKET VALUE	2022 TAXABLE VALUE	2023 MARKET VALUE	2023 TAXABLE VALUE
PRIMARY LAND/ BUILDING	\$595,000	\$327,250	\$571,000	\$314,050
<b>TOTAL PROPERTY VALUE</b>	<b>\$595,000</b>	<b>\$327,250</b>	<b>\$571,000</b>	<b>\$314,050</b>

**Market Value VS Taxable Value:** Market Value is what the property would sell for on the open real estate market. Residential properties that are primary residence receive an exemption of 45% of fair market value. Taxable Value is only 55% of fair market value. Tax rates are applied to the taxable value to determine the property tax due. For questions concerning value, please call the Assessor's Office at (801) 451-3250.

TAXING ENTITIES	2022 TAXES	COMPARE		PROPOSED		CHANGE		BE HEARD
		2023 IF NO BUDGET CHANGE	TAXES	2023 IF PROPOSED BUDGET APPROVED	TAXABLE VALUE	TAXES	TAX \$	
DAVIS COUNTY ANIMAL SERVICES	0.00	.000040	12.56	.000068	314.050	21.36	8.80	70.06%
DAVIS COUNTY SCHOOL DIST	1,540.37	.004738	1,487.97	.004738	314.050	1,487.97	0.00	0.00%
STATE CHARTER SCHOOL LEVY	21.27	.000084	26.38	.000084	314.050	26.38	0.00	0.00%
STATE BASIC SCHOOL LEVY	540.62	.001406	441.55	.001406	314.050	441.55	0.00	0.00%
DAVIS COUNTY	260.82	.000814	255.64	.000826	314.050	259.41	3.77	1.47%
DAVIS COUNTY FLOOD	46.80	.001146	45.85	.001146	314.050	33.29	(12.56)	(27.39)%
DAVIS COUNTY HEALTH & SERVICES	48.76	.000152	47.74	.000152	314.050	47.74	0.00	0.00%
DAVIS 2005 JAIL BOND	0.00	.000000	0.00	.000000	314.050	0.00	0.00	0.00%
KAYSVILLE CITY	419.21	.001280	401.98	.001562	314.050	490.55	88.57	22.03%
COUNTY LIBRARY	74.94	.000234	73.49	.000234	314.050	73.49	0.00	0.00%
WEBER BASIN WATER	54.65	.000154	48.36	.000200	314.050	62.81	14.45	29.88%
WOODCUT ABATEMENT	31.42	.000099	30.78	.000098	314.050	30.75	0.00	0.00%
NORTH DAVIS SEWER	153.15	.000476	149.49	.000476	314.050	149.49	0.00	0.00%
COUNTY ASSESS & COLLECT LEVY	42.22	.000131	41.14	.000131	314.050	41.14	0.00	0.00%
MULTICOUNTY ASSESS & COLLECT LEVY	4.91	.000015	4.71	.000015	314.050	4.71	0.00	0.00%
<b>Totals</b>	<b>3,239.14</b>	<b>.009768</b>	<b>3,067.64</b>	<b>.010096</b>	<b>314.050</b>	<b>3,170.67</b>	<b>103.03</b>	<b>3.36%</b>

THIS IS NOT A BILL-DO NOT PAY

If you **DISAGREE** with the **Total Market Value** of your property, you may file an **Appeal** with the Davis County Board of Equalization (BOE) at 61 S. Main St. or P.O. Box 618, Room 101, Farmington, UT 84025.

Appeal applications and instructions are available in the Tax Administration Office or on the county website.  
<https://www.daviscountyutah.gov/auditor/tax-administration-group/appeals-group/appeals>

**The Deadline for filing appeals for your 2023 Total Market Value is:**

**September 15, 2023**

**If you have questions with appeals, please call 801-451-3329 or 3332**

**THIS STATEMENT IS A NOTICE OF YOUR PROPERTY VALUATION FOR 2023**

**THIS IS NOT A BILL.** The Davis County Treasurer will send a tax bill in October. The 2023 taxes are due November 30, 2023. There are several ways to pay your bill with the Treasurer's office:

- Pay online at [www.daviscountyutah.gov/treasurer](http://www.daviscountyutah.gov/treasurer) – Electronic check no fee, Credit or Debit card a fee required,
- Pay in person at 61 S. Main Street, Room 105, Farmington, UT 84025

If you have questions about paying your taxes, please call the Treasurer's office at 801-451-3243.

**2023 HOME OWNER PROPERTY TAX RELIEF PROGRAMS**

If you are a HOME OWNER and OCCUPY your property as your Primary Residence, you may be eligible for one or more of the following programs to reduce or eliminate property tax liability from your home.

- Low Income Abatements must **OWN & OCCUPY** the property as of January 1 of the current year
- Can only be applied to your **PRIMARY RESIDENCE**
- Circuit Breaker & Indigent & Blind must be applied for each year.
- Must be filed with Tax Administration Department from **January 1<sup>st</sup> through September 1<sup>st</sup>**,

**Low Income Abatements are:** **Circuit Breaker Abatement** or **Indigent Abatement**

**Circuit Breaker Abatement** – Must be 66 years of age or older or a widow/widower. Widow/widower filing for the first time must have a copy of the death certificate. Total household gross income for 2022 must be \$38,369 or less. Proof of income required each year (Income limit changes each year).

**Indigent Abatement** – Must be either 65 years of age or older in 2023 or under age 65 with extreme hardship or disability. Total household gross income for 2022 must be \$38,369 or less. Applying for extreme hardship requires a "statement of reasons of extreme hardship". If applying for disability you must have a "note from a licensed physician documenting the nature and extent of the disability".

**Service Connected Exemptions are:** **Veteran with a Disability Exemption** or **Armed Forces Exemption**

**Veteran with a Disability Exemption** – Must have a service connected disability rating from the Veteran's Administration of 10% or more. Each 10% is \$47,950 reduction in a taxable value or approximately \$400.00 in taxes due. There is no income limitation. If filing for the first time, a "VA Summary of Benefits Letter" showing percentage and effective date is required with a county application. Each year thereafter the county requests a current Verification Letter signed by the veteran. A current "VA Summary of Benefits Letter" is only required thereafter if the percentage increases or decreases.

**Armed Forces Exemption** – For Active Duty Military or Reserve Members who have served Active duty for at least 200 days OUTSIDE the State of Utah. An Active duty service member must apply the year after the year qualifying active duty service is completed, for the year the application filed. Must provide proof of time, with a travel voucher showing the month/day/year left and month/day/year returned.

**Blind Exemption** – If filing for the first time, a statement from an ophthalmologist is required.

For more detailed tax relief information, please call Tax Administration at 801-451-3331 or 801-451-3543. Information can also be found at our website <https://www.daviscountyutah.gov/auditor/tax-administration-group/abatements-group/abatements>

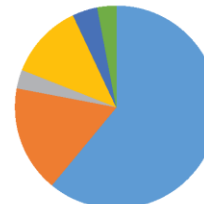
Phone Numbers	
<b>County-Wide #</b>	<b>County Offices:</b>
Davis County.....801-451-3222	Assessors
Davis School District.....801-402-5261	801-451-3250
Mosquito Abatement.....801-544-3736	Tax Administration
County Library.....801-451-3030	801-451-3331
Weber Basin Water.....801-771-1677	Treasurers
	801-451-3243
<b>City #</b>	Recorders
Bountiful.....801-298-6140	801-451-3225
Centerville.....801-295-3477	Clerk
Clearfield.....801-525-2700	801-451-3589
Clinton.....801-614-0700	Surveyors
Farmington.....801-451-2383	801-451-3290
Fruit Heights.....801-546-0861	Auditor
Kaysville.....801-546-1235	801-451-3494
Layton.....801-336-3800	
North Salt Lake.....801-335-8700	
South Weber.....801-479-3177	
Sunset.....801-825-1628	
Syracuse.....801-825-1477	
West Bountiful.....801-292-4486	
West Point.....801-776-0970	
Woods Cross.....801-292-4421	
<b>Water &amp; Sewer &amp; Misc. #</b>	
Benchland Water.....801-451-2105	
Bountiful Irrigation.....801-295-5573	
Hooper Water.....801-985-1991	
South Davis Water.....801-295-4468	
Central Davis Sewer.....801-451-2190	
Central Weber Sewer.....801-430-5787	
North Davis Sewer.....801-825-0712	
South Davis Sewer.....801-295-3469	
North Davis Fire.....801-525-2850	
South Davis Metro Fire.....801-677-2400	
South Davis Recreation.....801-298-6220	

**EXPLANATIONS FOR COLUMN HEADINGS ON OTHER SIDE**

- Tax Last Year:** Amount of property tax that you were charged last year.
- Tax This Year If No Budget Change:** Amount of Property tax you will be charged if the taxing entity does not change its budget.
- Tax This Year If Proposed Budget is Approved:** Amount of property tax you will be charged if the taxing entity changes its budget.
- Change In Tax If Approved:** Dollar change if this year's proposed budget is approved.
- Change In % If Approved:** Percentage change if this year's proposed budget is approved.
- Public Truth in Taxation Hearing:** If an entity proposed to increase the tax rate (see opposite side) the entity must hold a public hearing to obtain public input. You are encouraged to participate in these meetings, as these proposals impact your tax bill.

**Where do your tax dollars go?**

- Davis School District 62%
- Davis County 15%
- Library 3%
- Cities / Fire 13%
- Sewer 4%
- Other Districts 3%



**Parcel** 22-29-201-018-0000  
**Owner** FSP UP II, LLC; 95.43% FSP5 UNION PARK;  
**Address** 7050-7070 UNION PARK AVE  
**Total Acreage** 3.65  
**Above Ground sqft.**  
**Property Type** 566 - OFFICE  
**Tax District** 30E

Record	Land Value	Building Value	Market Value	Tax Rate
2024	\$ 4,531,300	\$ 14,898,800	\$ 19,430,100	
2023	\$ 3,776,100	\$ 18,301,800	\$ 22,077,900	.0109100
2022	\$ 2,648,600	\$ 17,476,100	\$ 20,124,700	.0111120
2021	\$ 2,648,100	\$ 16,606,300	\$ 19,154,400	.0129660
2020	\$ 2,481,400	\$ 17,273,700	\$ 19,755,100	.0136820
2019	\$ 2,481,400	\$ 16,410,100	\$ 18,891,500	.0140200



Land Record 22-29-201-018-0000

Record ID 1	Lot Use	Influence Effect	Lot Shape	IRREGULAR	Traffic	HEAVY
Lot Use	COMMERCIAL	Assmt. Class	Lot Location	INTERIOR	Traffic Influence	TYPICAL
Lot Type	PRIMARY-SQFT	COM-SECONDRY	Neighborhood	5615	Street type	FOUR-LANE
Land Class		Acres	Nbhd Type	STATIC	Street Finish	PAVED
Income Flag		Zone	Nbhd Effect	TYPICAL	Curb Gutter	Y
Seasonal use		Sewer	Topography	LEVEL	Sidewalk	Y
Influence Type		Number Lots				

Record ID 2	Lot Use	Influence Effect	Lot Shape	IRREGULAR	Traffic	HEAVY
Lot Use	COMMERCIAL	Assmt. Class	Lot Location	INTERIOR	Traffic Influence	TYPICAL
Lot Type	PRIMARY-SQFT	COM-SECONDRY	Neighborhood	5615	Street type	PRIVATE/COURT
Land Class		Acres	Nbhd Type	STATIC	Street Finish	PAVED
Income Flag		Zone	Nbhd Effect	TYPICAL	Curb Gutter	N
Seasonal use		Sewer	Topography	LEVEL	Sidewalk	N
Influence Type		Number Lots				

Commercial Section	101	201	301	102	203	202	204
Number of Occurrences							
Building Number	7070	7050	7050	7070	7050	7050	7050
Class	A	A	P	A	A	A	A
Depreciation Grade	A	A	A	A	A	A	A
Tenant Appeal	A	A	A	A	A	A	A
Exterior Wall type	MG	MG	CN	MG	MG	MG	MG
Foundation	Y	Y	Y	Y	Y	Y	Y
Perimeter	429	455	1240	438	460	451	492
Stories	1.0	1.0	1.0	2.0	3.0	1.0	1.0
Street Height	12	12	10	12	10	12	12
Ground Floor Area	9964	11993	80267	9992	11433	11305	12505
% office							
Year Built	1985	1985	1985	1985	1985	1985	1985
Effective Year Built	1998	1998	2008	1998	1998	1998	1998
Year Remodeled							
Economic Life							
Remaining Eco. Life							
Land Building ratio	1.62	1.62	1.62	1.62	1.62	1.62	1.62
Rental Class	A	A	A	A	A	A	A

Commercial Group	201-1	301-1	101-1	102-1	203-1	202-1	204-1
Commercial Use	660	670	660	660	660	660	660
Cost Grade	A	P	A	A	A	A	A
Inside Grade	A	P	A	A	A	A	A
Outside Grade	A	P	A	A	A	A	A
Over all Condition	A	A	A	A	A	A	A
Inside Condition	A	A	A	A	A	A	A
Outside Condition	A	A	A	A	A	A	A
Base Floor	1	1	1	2	3	2	6
Base Floor Area	11993	80267	9964	9992	11433	11305	12505
Number of Floors	1	1	1	2	3	1	1
Additional Floor Area							
Total Floor Area	11993	80267	9964	19984	34299	11305	12505
Lighting	A	A	A	A	A	A	A
Heating/Cooling type 1	HC	NO	HC	HC	HC	HC	HC
Heating/Cooling type 2							
Partitioning							
Total Income Area			99950				
Total Number of Income U.		458	29				
Average Inc Unit Size			3447				
Percent Heated 1	100	100	100	100	100	100	100
Percent Heated 2							
Percent Sprinklers	100		100	100	100	100	100
Rentable Square Footage							
Number of Units	1	458	29	22	1	1	1

Detached Structures		22-29-201-018-0000	
Record ID	1	3	
Structure	PVNG-ASPHALT	LIGHT-YARD	
Description			
Assessment Class	COM-SECONDRY	COM-SECONDRY	
Units	SQUARE-FEET	COUNT	
Measure 1	36000	7	
Measure 2			
Effective Year Built	2017	2015	
Actual Year Built	1985	1985	
Quality	AVERAGE	AVERAGE	
Condition	GOOD	AVERAGE	
Income Flag	Y	Y	
Replacement Cost New	\$ 131,600	\$ 23,485	
Replacement Cost New, Less Depreciation	\$ 81,692	\$ 11,508	
Sound Value	\$ 0	\$ 0	
Building Number	1	1	

Legal Description 22-29-201-018-0000

BEG S 89°52'20" W 1745.49 FT & S 139.16 FT & S 53°17'17" E 542.89 FT FR THE NE COR OF SEC 29, T 2S, R 1E, SLM; N 53°17'17" W 318.93 FT; S 38°42'43" W 181.00 FT; S 53°17'17" E 2.60 FT; S 36°42'43" W 94.88 FT; S 18°58'00" E 458.705 FT; NELY ALG CURVE TO THE L 93.03 FT; N 24°05'00" E 484.57 FT TO BEG. 3.65 AC M/L 6009-853, 977 THRU 1020, 5822-1823, 5430-2197 5640-2620 5650-1214 5704-2651 6009-1031 8331-1753 9239-6769 09239-6904

Click here for Classic Parcel Details Page Search Again?  
 This page shows the assessor's CAMA data, as it was, on May 22, 2024.



**MARK ALTOM**  
**DAVIS COUNTY TREASURER**  
 61 SOUTH MAIN, STE 105  
 P.O. BOX 618  
 FARMINGTON, UTAH 84025-0618

**OFFICE HOURS:**  
 8 a.m. - 5 p.m.  
 Monday - Friday  
**HOLIDAY CLOSURES:**  
 Fri. Nov. 10 - Veterans Day  
 Thurs. & Fri. Nov. 23, 24  
 Thanksgiving

# 2023 TAX NOTICE

11-043-0219

53051\*109\*\*G50\*\*0.4455\*\*1/2\*\*\*\*\*AUTO5-DIGIT 84037  
 HODGSON, TUCKER M & MICHELLE  
 831 SHANNON RD  
 KAYSVILLE UT 84037-1539



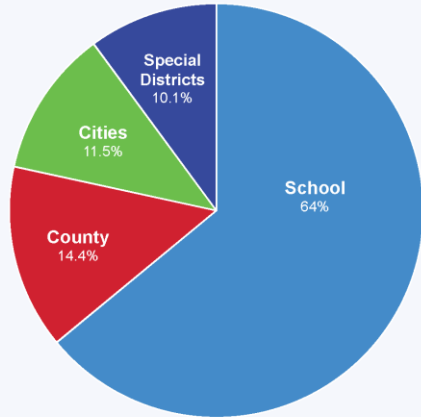
**Taxes are due  
November 30, 2023**

**Serial Number: 11-043-0219**

Your property tax summary for serial number 11-043-0219 at: 831 SHANNON RD KAYSVILLE Legal description (may be partial): ALL OF LOT 219, KING CLARION HILLS NO. 2 CONT. 0.195 ACRES.			
	<b>2023</b>		
Market Value:	571,000	Total 2023 Taxes:	3,170.65
Taxable Value:	314,050	Other Charges/Credits (see reverse):	0.00
		Payments:	0.00
		<b>Balance Due, See Below:</b>	<b>3,170.65</b>

**Where Your "Average" 2022 Tax Dollars Went:**

This may not reflect your tax distribution  
 This chart is the Davis County average



RE: MORTGAGE COMPANY PAYMENTS  
 DAVIS COUNTY RECORDS INDICATE  
**ROUNDPOINT MORTGAGE**  
 INTENDS TO PAY YOUR PROPERTY TAXES ON YOUR  
 BEHALF. THIS NOTICE IS SENT TO YOU AS THE  
 OWNER OF THE PROPERTY FOR INFORMATION  
 PURPOSES TO DISCLOSE THE TAXING ENTITIES THAT  
 RECEIVE TAXES FROM THE PROPERTY TAXES PAID.

**Late payments and delinquencies.** Payments made after November 30, 2023 must include a penalty of either 2.5% or \$10 for each parcel, whichever is larger. If you pay your full 2023 tax bill by January 31, 2024, the penalty is reduced to the greater of 1% or \$10. If 2023 taxes are not paid on or before January 31, 2024, interest is charged from January 1, 2024 at the rate defined by Utah State code 59-2-1331.

**Property tax relief programs.** If you are age 66 or older or a widow/widower of any age and your 2022 total household income was less than \$38,369, you may qualify for the Circuit Breaker program. For questions relating to property tax reduction programs for disabled Veterans, Military deployment, low income, blind or other reduction programs call (801) 451-3243 OPTION 2.

**Property value reappraisal.** The value (appraisal) of your property may be reviewed in 2024, as required by Utah State code 59-2-303.

**Partial payments.** If you pay part of your tax bill, you have the right under Utah State Code 59-2-1317 to tell us how you want your payment to be used. You can allocate the payment between amounts due for total property tax, assessments, delinquent local district fees, and any other amounts due on this notice.

Serial number: **11-043-0219** Tax Area: **33** Address: **831 SHANNON RD KAYSVILLE**

Legal Description (may be partial): **ALL OF LOT 219, KING CLARION HILLS NO. 2 CONT. 0.195 ACRES.**

Primary Property: Full-time residence taxed at 55% of Market Value for first acre of land. Non-primary property: Taxed at 100% of Market Value.

Property Type	This Year's Market Value	This Year's Taxable Value
Building Residential Primary, Land Residential Primary	571,000	314,050
<b>Total Property Values</b>	<b>571,000</b>	<b>314,050</b>

TAXING ENTITIES Each entity sets their own budget. For questions about taxes charged, please contact that specific entity.	Taxes	
	Tax Rate	Tax Amount (\$)
DAVIS SCHOOL DIST	.004738	1,487.95
STATE BASIC SCHOOL LEVY	.001406	441.55
STATE CHARTER SCHOOL LEVY	.000084	26.38
DAVIS COUNTY	.000826	259.41
COUNTY LIBRARY	.000234	73.49
DAVIS COUNTY HEALTH & SERVICES	.000152	47.74
COUNTY ASSESS & COLLECT LEVY	.000131	41.14
DAVIS COUNTY FLOOD	.000106	33.29
MULTICNTY ASESS & COLLECT LEVY	.000015	4.71
DAVIS 2005 JAIL BOND	.000000	0.00
KAYSVILLE CITY	.001562	490.55
NORTH DAVIS SEWER	.000476	149.49
WEBER BASIN WATER	.000200	62.81
MOSQUITO ABATEMENT	.000098	30.78
DAVIS COUNTY ANIMAL SERVICES	.000068	21.36
<b>Total Tax Rate</b>	<b>0.010096</b>	
<b>TOTAL DUE (\$)</b>		<b>3,170.65</b>



## Property Tax Estimate- Quick Form (For new construction)

						Check Math- Does amount
Prior Year		Prior Year		Did the property have a		match last tax statement?
Assessed Value		Tax Rate		Residential Exemption?		Total Taxes
\$ 571,000.00	x	0.010096	x	0.55	(=)	\$ 3,170.65
\$ 571,000.00	x	0.010096	x	1	(=)	\$ 5,764.82
Sales Price		2024 Estimated		Residential Exemption		Total 2024 Estimated Taxes
"Value"		Rate		"Exemption"		Total Tax Estimate
\$ 800,000.00	x	0.010096	x	0.55	(=)	\$ 4,442.24
\$ 800,000.00	x	0.010096	x	1	(=)	\$ 8,076.80

## **Salt Lake County Treasurer (385) 468-8300**

Treasurer Tax Notice: <https://slco.org/apps/treasurer/Tax-Notice/>  
Online Balance Due: <https://slco.org/treasurer/property-tax-payment/>  
Recorder Mainframe (VTTX) <https://slcpolaris.slco.org/hod/slcrechod/slcrechod.html>  
Assessor with Parcel Search <https://slco.org/assessor/>

## **Weber County Treasurer (801) 399-8454**

Tax Notice Access: [http://www.webercountyutah.gov/Treasurer/tax\\_note/](http://www.webercountyutah.gov/Treasurer/tax_note/)  
Property Search & Tax Information <http://www3.co.weber.ut.us/psearch/>

## **Washington County Treasurer (435) 634-5711**

Tax Information <https://www.washco.utah.gov/forms/treasurer/account-information/>  
Assessor Information <https://www.washco.utah.gov/forms/assessor/search/>  
Washington County Eagleweb: <http://eweb.washco.utah.gov:8080/recorder/web/splash.jsp>

## **Cache County Treasurer (435) 755-1500**

CORE Property Records: <https://core.cachecounty.org/>  
Tax Notice Request: <https://www.cachecounty.org/treasurer/core.html>

## **Davis County Treasurer (801) 451-3243**

Interactive Map & Tax Notices: <https://webportal.daviscountyutah.gov/App/PropertySearch/esri/map>  
Tax Search: <http://www.co.davis.ut.us/recorder/property-search>  
Tax Info: <https://www.co.davis.ut.us//treasurer/taxinfo>

## **Utah County Treasurer (801) 851-8255**

Tax Notice Access: <http://www.utahcounty.gov/dept/treas/update82019/DuplicateNotices.aspProperty>  
Real Property Delinquent Tax Payoff: <http://www.utahcounty.gov/LandRecords/TaxPayoffForm.asp>

## **Box Elder County Treasurer (435) 734-3385**

Treasurer: <http://erecord.boxeldercounty.org/treasurer/web/>  
Tax Account Search <http://erecord.boxeldercounty.org/treasurer/treasurerweb/search.jsp>

## Find a parcel

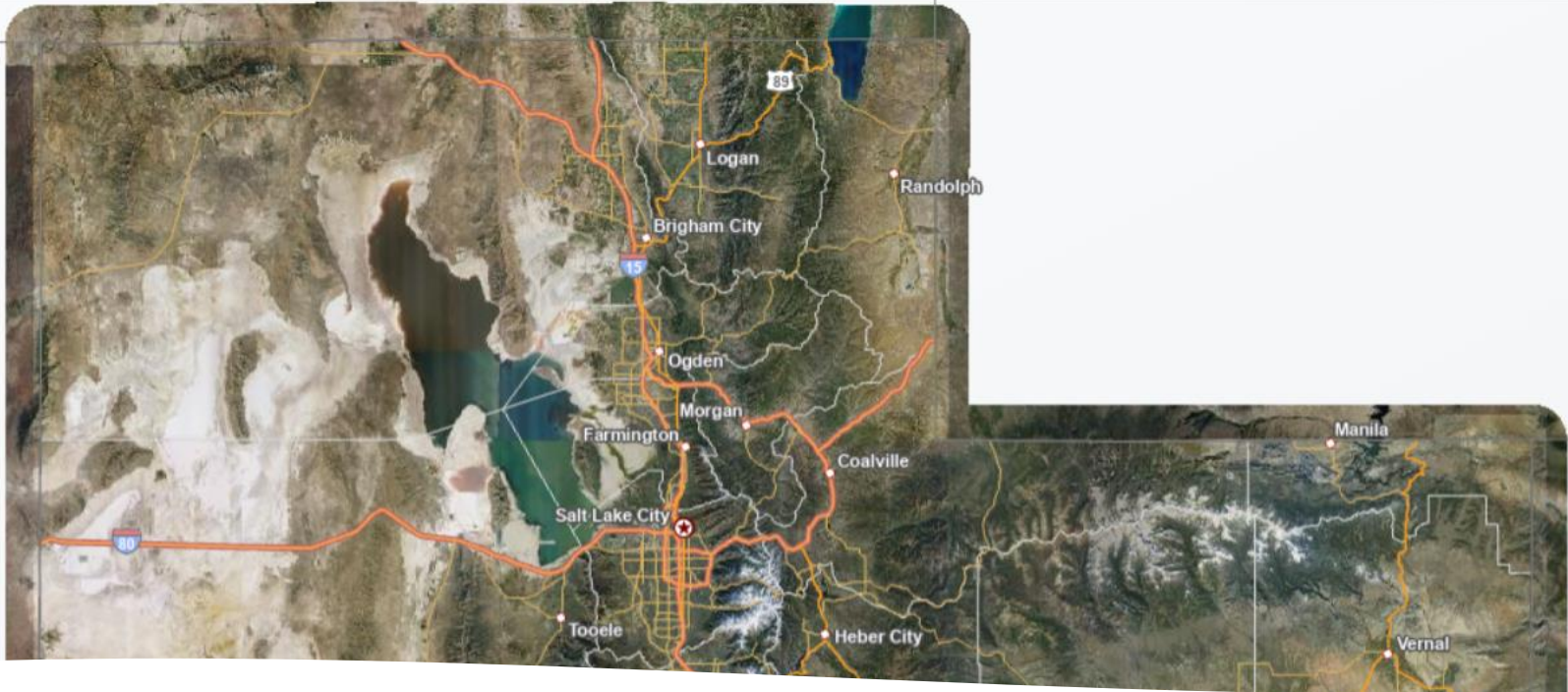
County

Street address

City or Zip code

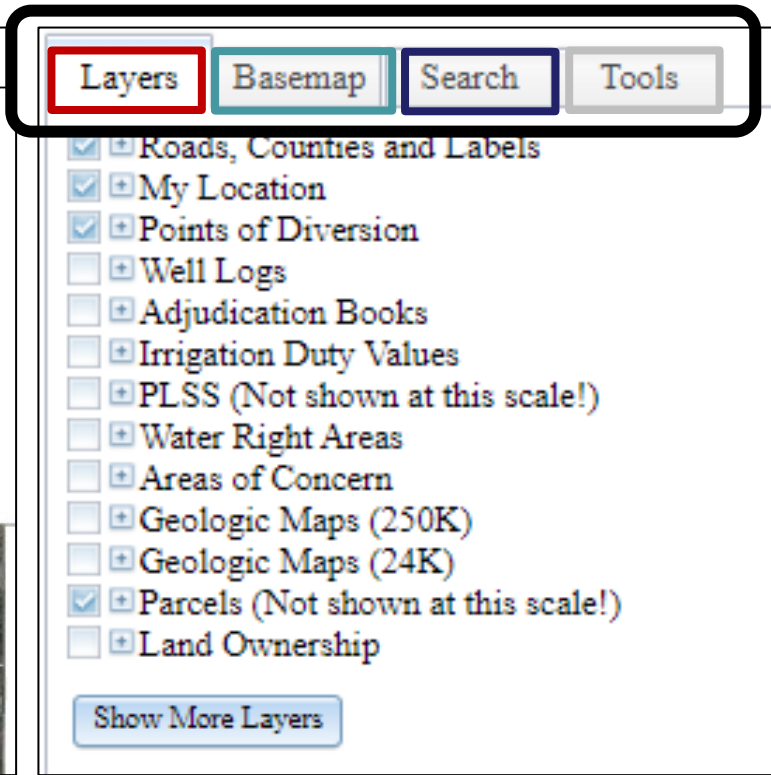
+

-



2 tools for  
location, size,  
frontage

- [www.parcels.utah.gov](http://www.parcels.utah.gov)
- <https://maps.waterrights.utah.gov/EsriMap/map.asp>



Layers Basemap Search Tools

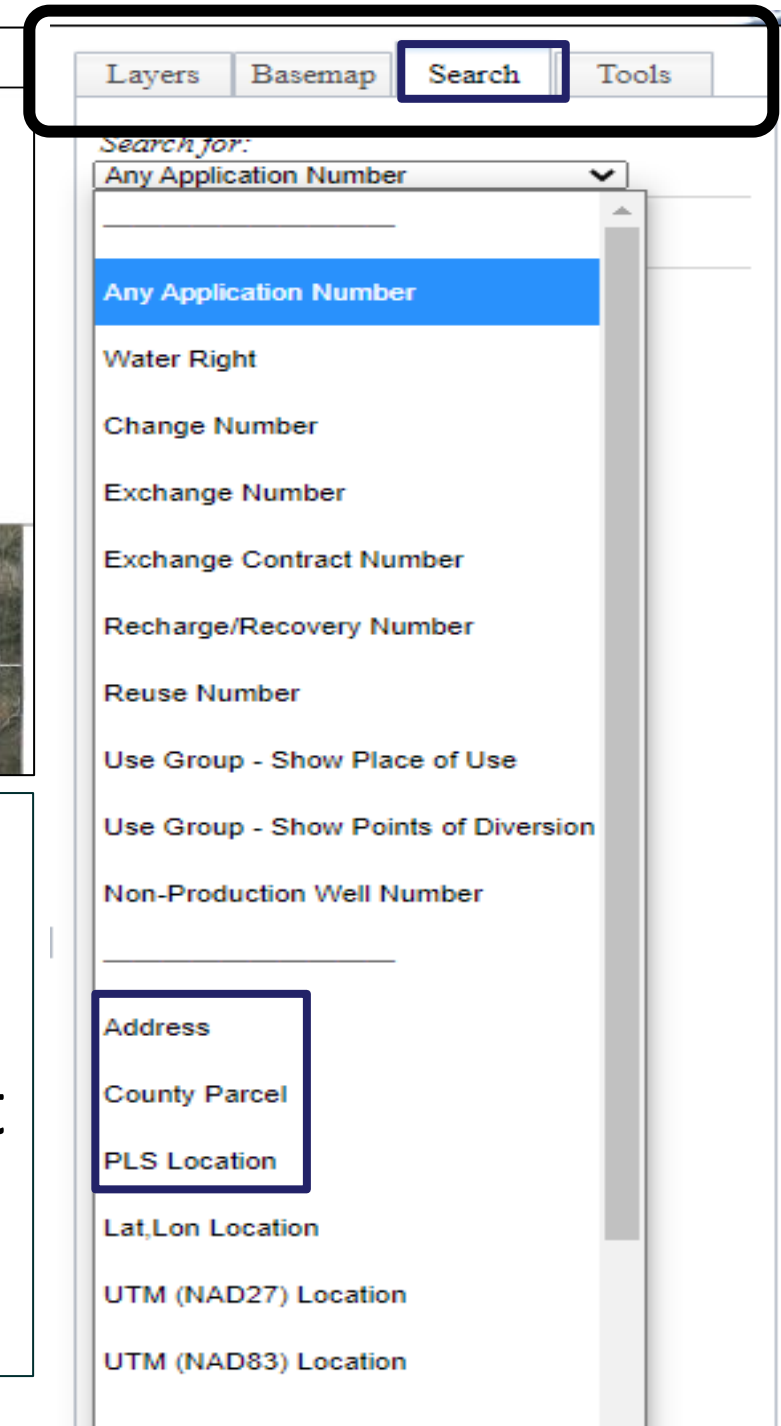
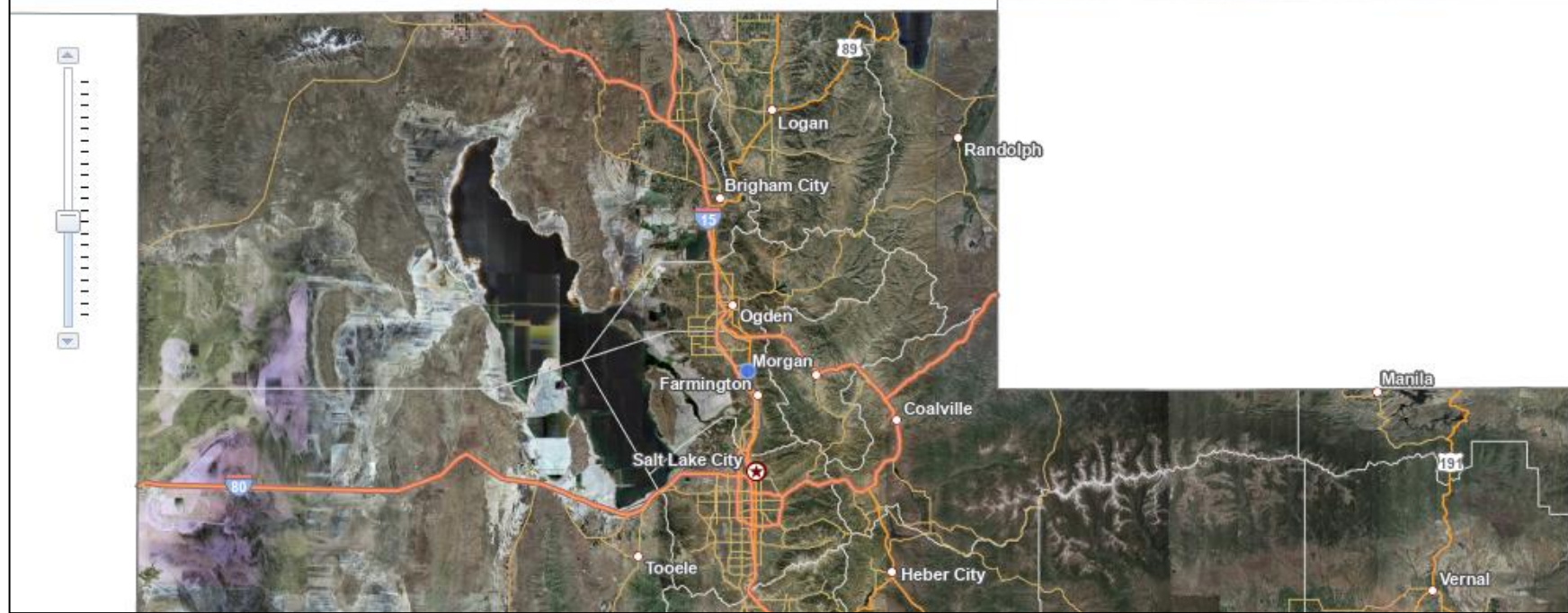
- Roads, Counties and Labels
- My Location
- Points of Diversion
- Well Logs
- Adjudication Books
- Irrigation Duty Values
- PLSS (Not shown at this scale!)
- Water Right Areas
- Areas of Concern
- Geologic Maps (250K)
- Geologic Maps (24K)
- Parcels (Not shown at this scale!)
- Land Ownership

Show More Layers

## The GIS/ESRI map search system from the Utah Division of Water Rights

The map search system is a fast and easy way to find water right information. Each area within the **Layers**, **Basemap**, **Search**, & **Tools** section provide valuable tools.





## Search

In addition to using the magnification tool, the search section allow inputs including Water Right Number, Address, County Parcel, PLSS Location, Latitude/Longitude, Others


Layers Basemap Search Tools

▼ Location Lookup

*Get information at a point location by clicking on the map.*

OFF (click to START)

▼ Measure

 |

Measurement Result

▼ Annotations

Add Annotation

Point  Line  Area  Text  Num.  Arrow

Arrow

▼ Print

Print View Normal View

Print View Options

Map size:  x

- Title above map (editable)
- Text under map (editable, by default lists point location search tab results)
- Signature lines (for application maps)
- Dim background (for better B&W copies)

Print



## Tools

Location Lookup, Measure (Distance and Area), Annotations (Point, Line, Area, Text, Number, Arrow), Print (View Options, Map Size, Dim Background)



# Property Type

# Distinctions between Parcels, Lots & Units

## 10-9a-103. Definitions.

- **Parcels:** "Parcel" means any real property that is not a lot. (*Including Metes & Bounds or City Survey*)
- **Lot:** "Lot" means a tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder. *Subdivision, Cluster Subdivision, Planned Unit Development (PUD), Planned Residential Unit Development (PRUD)*

**Lots are governed by the Community Association (Act 57-8a-102)**

(5) "Common areas" means property that the association: (a) owns; (b) maintains; (c) repairs; or (d) administers.

## 57-8-3. Definitions

- **Units:** (40) (a) "Unit" means a separate part of the property intended for any type of independent use, which is created by the recording of a declaration and a condominium plat that describes the unit boundaries. (**Condominiums**)
- (11) "**Condominium unit**" means a unit together with the undivided interest in the common areas and facilities appertaining to that unit.

**Condominium units are governed by 57-8-3 (5) Condominium Association Act**

(5) "Common areas and facilities" unless otherwise provided in the declaration or lawful amendments to the declaration means:

(a) the land included within the condominium project, whether leasehold or in fee simple; (b) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of the building;

(c) the basements, yards, gardens, parking areas, and storage spaces; (d) the premises for lodging of janitors or persons in charge of the property; (e) installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating; (f) the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use; (g) such community and commercial facilities as may be provided for in the declaration; and (h) all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

# Property Types

- Parcel
  - Not subdivided
  - City Lot/Block
- Lot
  - Subdivision
  - Condominium
  - PUD
  - PRUD
- Unit

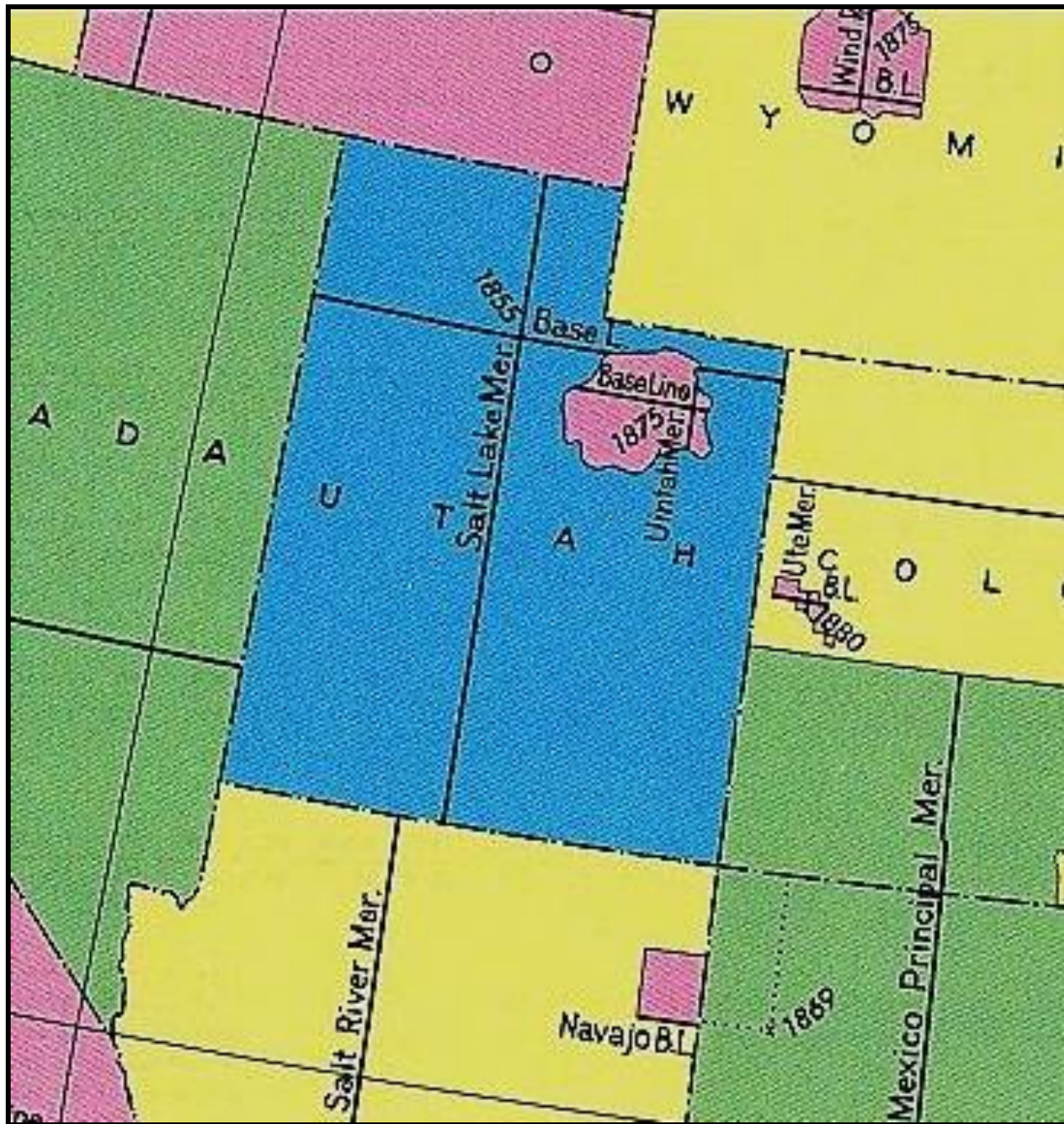
Townhomes are not a property type. Townhomes are sometimes a zoning type, sometimes a building style & sometimes it's just a nice sounding word that people use.

- Townhome
- Twin home
- Rambler
- Ranch
- Split entry
- Tudor

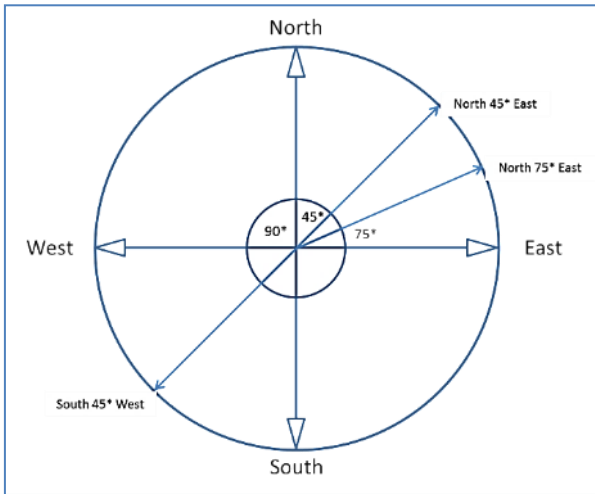
## Maps from the County Recorder

The County Recorder accounts for real property ownership & recorded subdivisions

- Section Map
- Townsite/City Survey Map
- Dedicated Subdivision Plat-  
“Official” Plat
- Ownership/Tax Plat/GIS Map

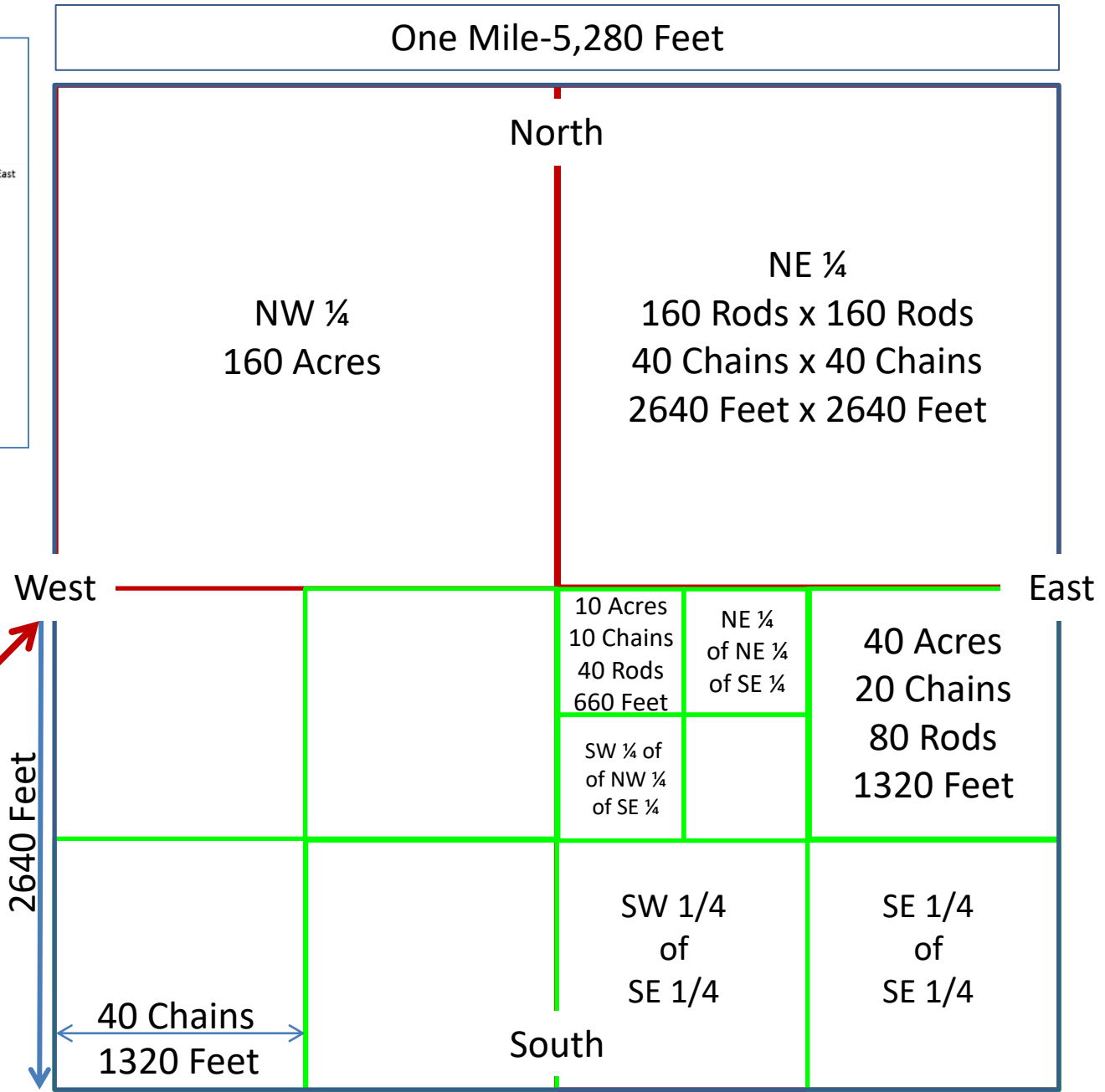


This image is a work of a [Bureau of Land Management](#)\* employee, taken or made as part of that person's official duties. As a [work](#) of the [U.S. federal government](#), the image is in the [public domain](#) in the United States.



Link = 7.92 Inches  
 Rod = 25 Links or 16.5 feet  
 Chain = 66 feet, 4 Rods, 100 Links  
 Furlong = 40 rods, 660 Feet  
 Mile = 8 furlongs, 320 rods,  
 80 chains, 5280 feet

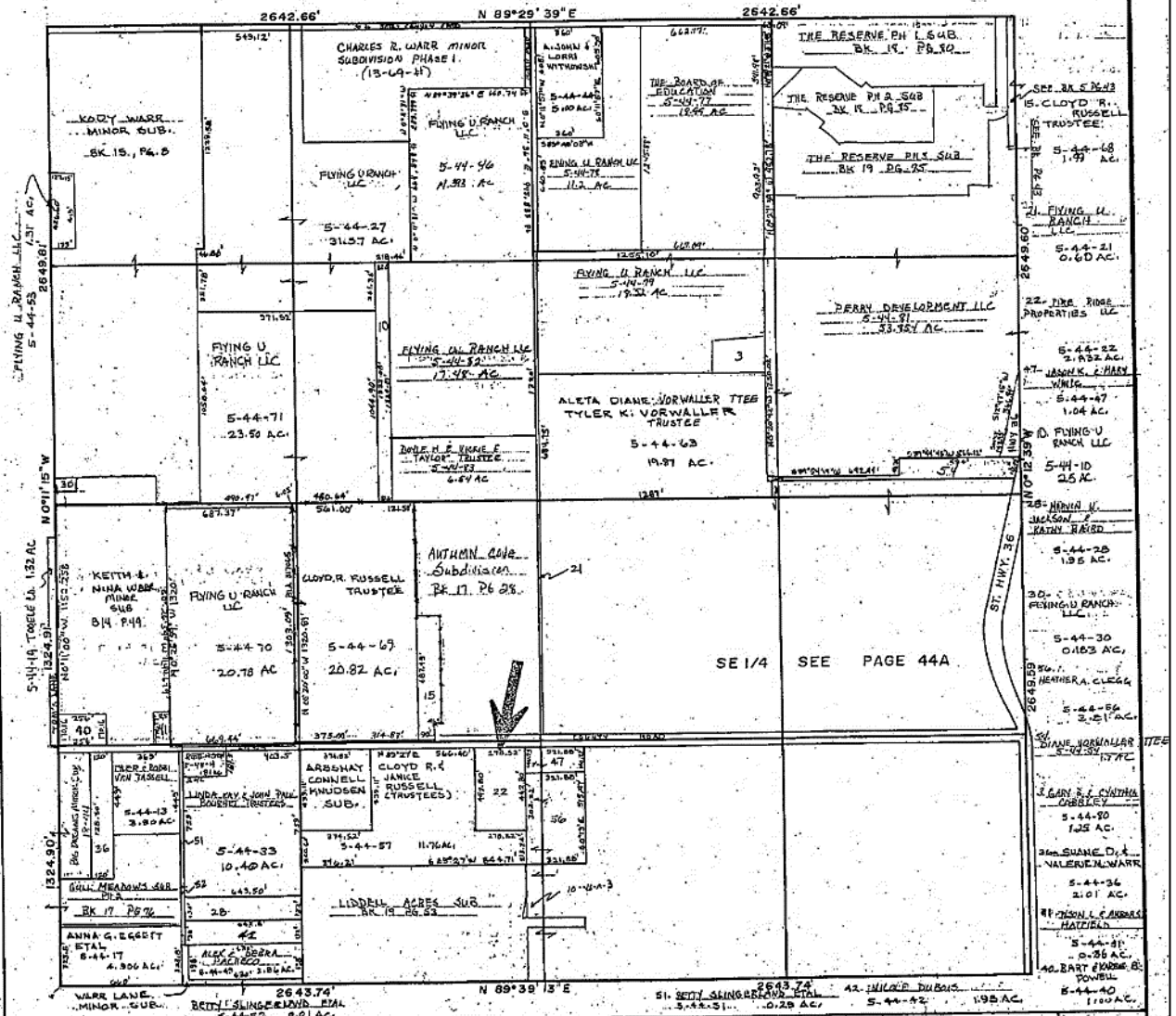
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	18	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6





SECTION 28, T 2 S, R 4 W, S.L.B.&M.

THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND, AND THE RECORDER ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY.



REVISIONS	INITIAL	AND DATE	NOTES	U.S.T.C. approval Date:	PLAT DEPARTMENT TOOELE COUNTY, UTAH	book page 5 44
1	5-18-17	WJL	48		Section 28 T2S R 4W	drawn by: DD date: 7/81
SCALE 1/4" = 400'						

## Plat Map Types

### **City Survey/Townsite Plat**

- Based on portions of a lot within a block
- Example: “the West 50 feet of lot 15, block 12, Salt Lake City Survey”

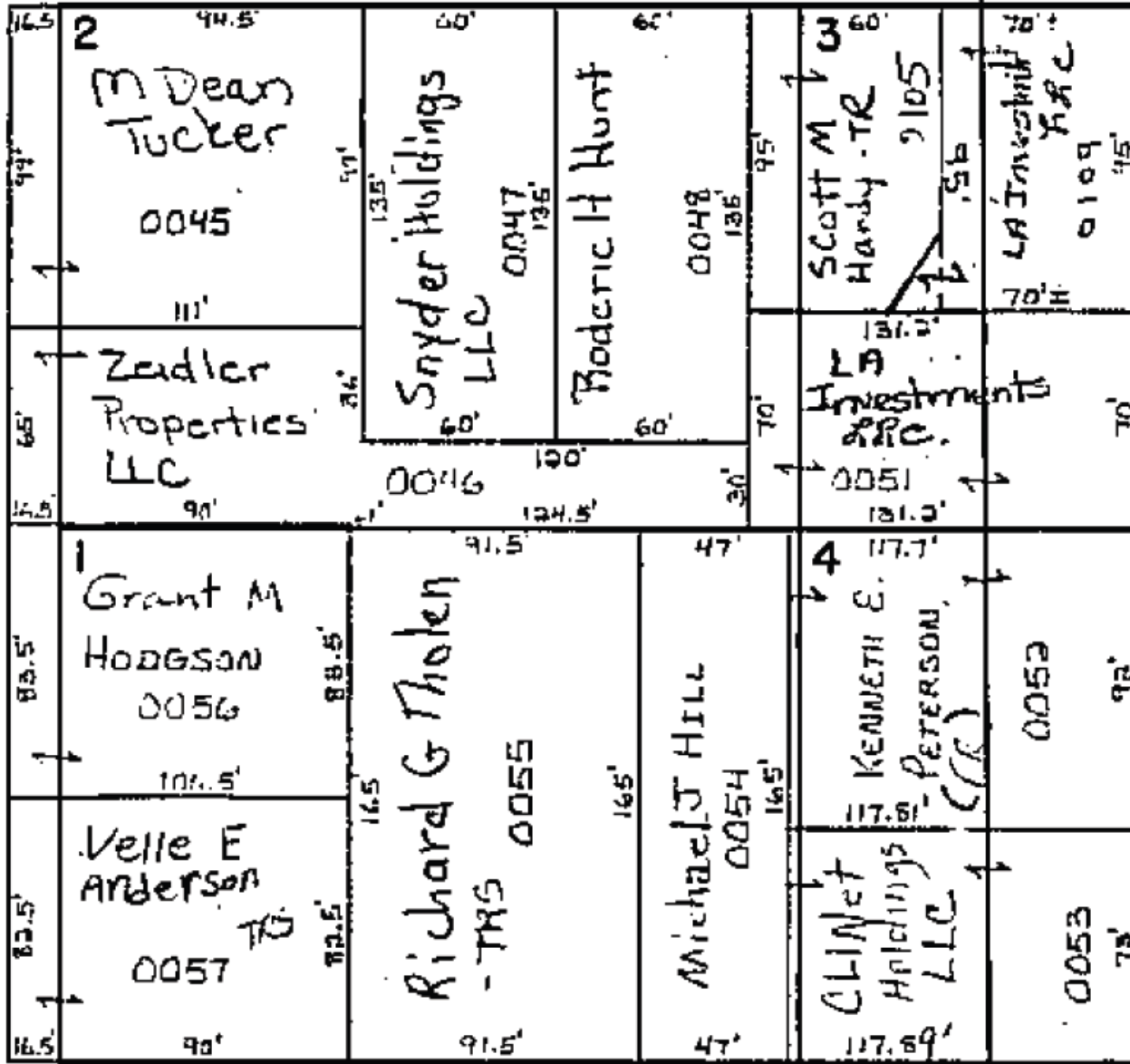
BLOCK 49

PLAT "A"  
STREET

FIX 03-028

No. 0108

# City Survey Map



EAST

BLOCK 48

PLAT "A"  
STREET

Subdivision  
10-9a-103  
(65)

(a) "Subdivision" means any land that is divided, resubdivided, or proposed to be divided into two or more lots or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions.

# Distinctions between Parcels, Lots & Units

## 10-9a-103. Definitions.

- **Parcels:** "Parcel" means any real property that is not a lot. (*Including Metes & Bounds or City Survey*)
- **Lot:** "Lot" means a tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder. *Subdivision, Cluster Subdivision, Planned Unit Development (PUD), Planned Residential Unit Development (PRUD)*

**Lots are governed by the Community Association (Act 57-8a-102)**

(5) "Common areas" means property that the association: (a) owns; (b) maintains; (c) repairs; or (d) administers.

## 57-8-3. Definitions

- **Units:** (40) (a) "Unit" means a separate part of the property intended for any type of independent use, which is created by the recording of a declaration and a condominium plat that describes the unit boundaries. (**Condominiums**)
- (11) "**Condominium unit**" means a unit together with the undivided interest in the common areas and facilities appertaining to that unit.

**Condominium units are governed by 57-8-3 (5) Condominium Association Act**

(5) "Common areas and facilities" unless otherwise provided in the declaration or lawful amendments to the declaration means:

- (a) the land included within the condominium project, whether leasehold or in fee simple; (b) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of the building;
- (c) the basements, yards, gardens, parking areas, and storage spaces; (d) the premises for lodging of janitors or persons in charge of the property; (e) installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating; (f) the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use; (g) such community and commercial facilities as may be provided for in the declaration; and (h) all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

# Distinctions between Parcels & Lots

## **10-9a-103 Definitions.**

(37) "Lot" means a tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder.

(46) "Parcel" means any real property that is not a lot.

# Plat Map Types- Subdivision Plat

- Point of beginning based on Section, Township & Range or part of a lot within a city survey
- Description reads “Lot A” in a “Subdivision” name
- Subdivision mapping requirements started simple & are much more complex today

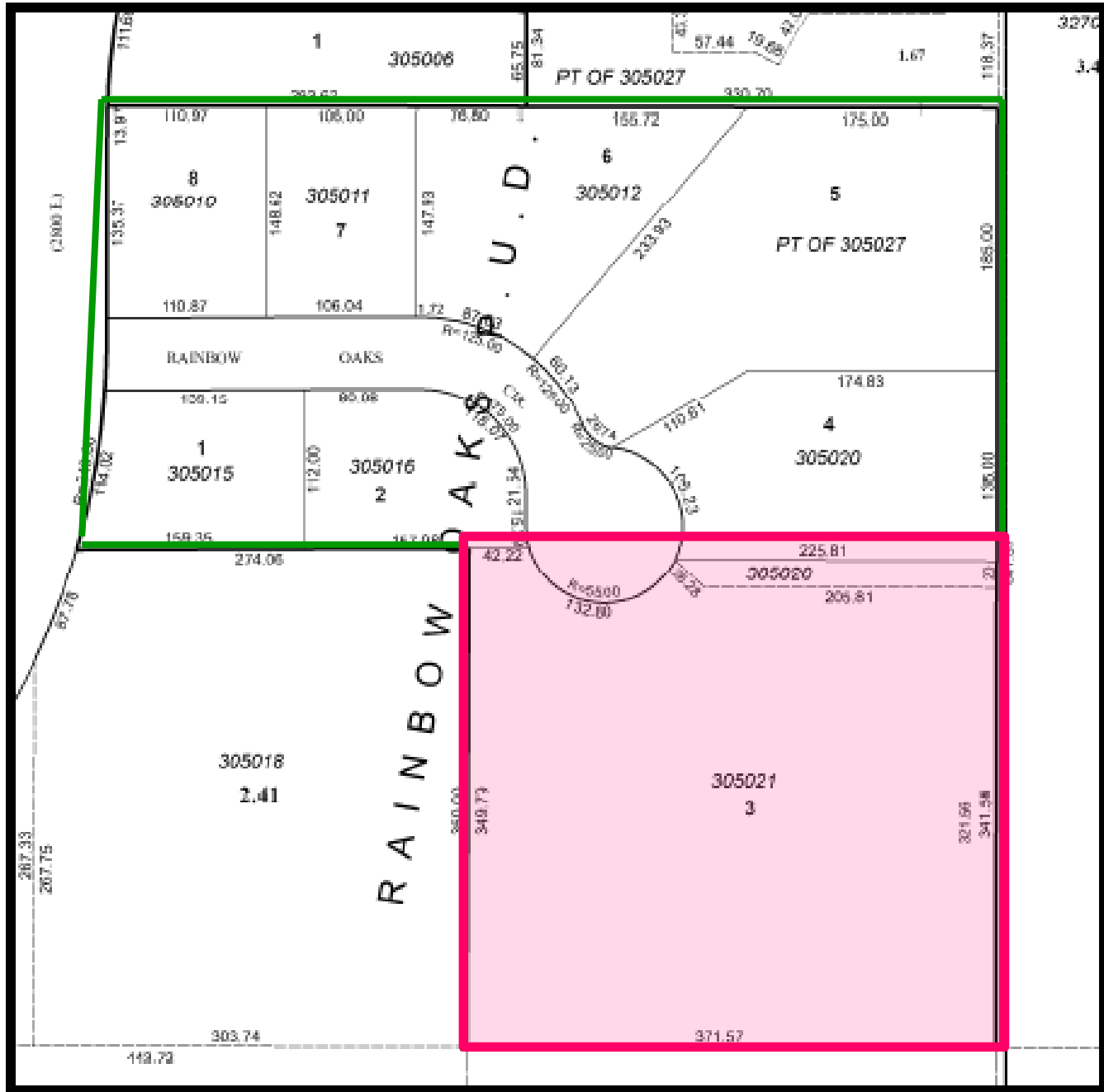
## **Several counties maintain two types of subdivision maps**

- 1. Ownership Plats**
- 2. Dedicated Plats**

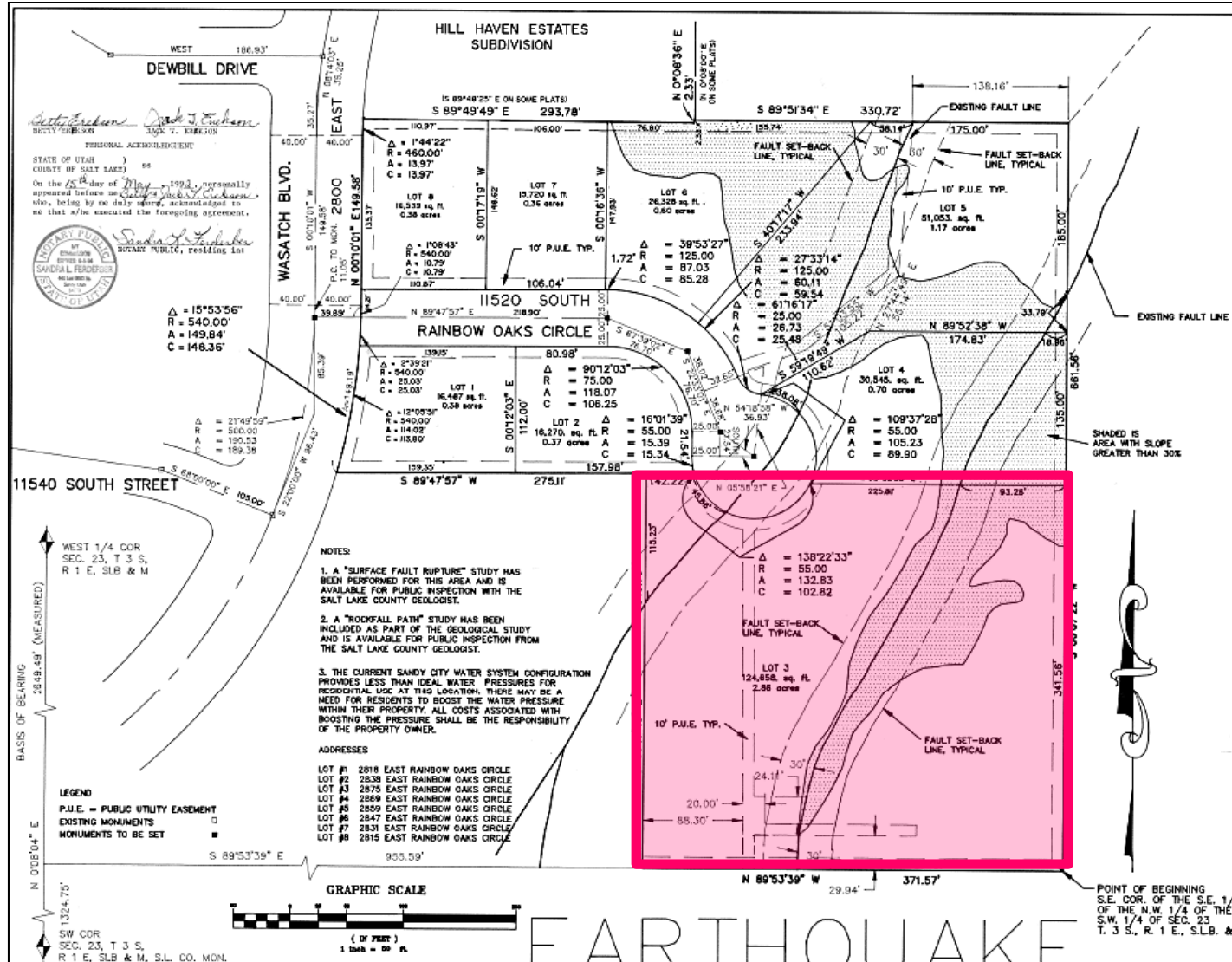
# County Ownership Plat







# County Ownership Plat



**SURVEYOR'S CERTIFICATE**

I, JAMES W. DENNEY, do hereby certify that I am a Registered Civil Engineer, and or Land Surveyor, and that I hold License No. 3019, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as **RAINBOW OAKS P.U.D.** and that the same has been correctly surveyed and staked on the ground as shown on this plat.

**BOUNDARY DESCRIPTION**

Beginning at the Southeast Corner of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 23, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North 89°53'39" West 371.57 feet to the Southeast Corner of the Parcel previously conveyed to the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints; thence North 07°45' East 349.79 (dead 350.0) feet more or less to the Northeast Corner of said Parcel; thence South 89°47'57" West 276.11 feet more or less to a point on a curve to the left & on the East line of Wasatch Boulevard, the radius point of said curve being North 73°56'03" West 540.00 feet; thence Northerly along the arc of said curve & East line 149.84 feet, (chord bears North 80°06'59" East 148.36 feet); thence North 07°01'01" East 149.58 feet along said East line to a point of a 460.00 foot radius curve to the right; thence Northeasterly along the arc of said curve & East line 13.97 feet, (chord bears North 7°41'30" East 13.96 feet) to the Southwest corner of Hill Haven Estates Subdivision; thence South 89°49'49" East 293.78 feet more or less along said Hill Haven Estates Subdivision; thence North 07°08'36" East 2.33 feet, thence South 89°51'34" East 330.72 feet to the Northeast Corner of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of said Section; thence South 07°07'22" West 661.56 feet along the 1/16 Section line to the point of beginning. Contains 325,604 square feet or 7.47 acres.



**OWNER'S DEDICATION**

Know all men by these presents that \_\_\_\_\_, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

**RAINBOW OAKS P.U.D.**

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use. In witness whereof, we have hereunto set our hands this 22nd day of April, A.D. 1992.

TERRY RODERICK VAN OTTEN and JOAN MARIE MC CONKEY VAN OTTEN AS CO-TRUSTEES FOR THE TERRY RODERICK VAN OTTEN and JOAN MARIE MC CONKEY VAN OTTEN INTER-VIVOS TRUST.

TERRY RODERICK VAN OTTEN  
CO-TRUSTEE FOR THE TERRY RODERICK VAN OTTEN and JOAN MARIE MC CONKEY VAN OTTEN INTER-VIVOS TRUST

JOAN MARIE MC CONKEY VAN OTTEN  
CO-TRUSTEE FOR THE TERRY RODERICK VAN OTTEN and JOAN MARIE MC CONKEY VAN OTTEN INTER-VIVOS TRUST

**ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF SALT LAKE }  
ON the 22nd DAY OF April, 1992 PERSONALLY APPEARED BEFORE ME TERRY RODERICK VAN OTTEN and JOAN MARIE MC CONKEY VAN OTTEN, WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT THEY ARE THE CO-TRUSTEES OF THE TERRY RODERICK VAN OTTEN and JOAN MARIE MC CONKEY VAN OTTEN INTER-VIVOS TRUST, AND THAT THE WITHIN DEDICATION WAS SIGNED IN BEHALF OF SAID TRUST, AND THE SAID TERRY RODERICK VAN OTTEN and JOAN MARIE MC CONKEY VAN OTTEN ACKNOWLEDGED TO ME THAT SAID TRUST EXISTED THE SAME.

MY COMMISSION EXPIRES 9-8-94  
RESIDING IN Sandy, Utah



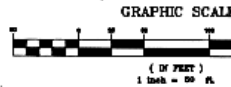
**RAINBOW OAKS P.U.D.**

A PLANNED UNIT DEVELOPMENT IN SECTION 23, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

- NOTES:**
1. A "SURFACE FAULT RUPTURE" STUDY HAS BEEN PERFORMED FOR THIS AREA AND IS AVAILABLE FOR PUBLIC INSPECTION WITH THE SALT LAKE COUNTY GEOLOGIST.
  2. A "ROCKFALL PATH" STUDY HAS BEEN INCLUDED AS PART OF THE GEOLOGICAL STUDY AND IS AVAILABLE FOR PUBLIC INSPECTION FROM THE SALT LAKE COUNTY GEOLOGIST.
  3. THE CURRENT SANDY CITY WATER SYSTEM CONFIGURATION PROVIDES LESS THAN IDEAL WATER PRESSURES FOR RESIDENTIAL USE AT THIS LOCATION. THERE MAY BE A NEED FOR RESIDENTS TO BOOST THE WATER PRESSURE WITHIN THEIR PROPERTY. ALL COSTS ASSOCIATED WITH BOOSTING THE PRESSURE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

- ADDRESSES**
- LOT #1 2818 EAST RAINBOW OAKS CIRCLE
  - LOT #2 2838 EAST RAINBOW OAKS CIRCLE
  - LOT #3 2875 EAST RAINBOW OAKS CIRCLE
  - LOT #4 2869 EAST RAINBOW OAKS CIRCLE
  - LOT #5 2859 EAST RAINBOW OAKS CIRCLE
  - LOT #6 2847 EAST RAINBOW OAKS CIRCLE
  - LOT #7 2831 EAST RAINBOW OAKS CIRCLE
  - LOT #8 2815 EAST RAINBOW OAKS CIRCLE

- LEGEND**
- P.U.E. - PUBLIC UTILITY EASEMENT
  - EXISTING MONUMENTS
  - MONUMENTS TO BE SET



# EARTHQUAKE HAZARD AREA

PREPARED BY  
**BUSH AND GUDGELL, INC.**  
ENGINEERS, PLANNERS, SURVEYORS  
255 SOUTH 300 EAST  
SALT LAKE CITY, UTAH  
PHONE (801) 264-1212  
FAX (801) 264-1212  
BY KOB RBG No. 41755

SALT LAKE COUNTY SEWAGE IMPROVEMENT DISTRICT NO. 1  
APPROVED THIS 30th DAY OF April, A.D. 1992  
WILLIAM MURPHY  
DISTRICT MANAGER

**PLANNING COMMISSION**  
APPROVED THIS 27th DAY OF MARCH, A.D. 1992  
SANDY CITY PLANNING COMMISSION  
CHAIRMAN SANDY CITY PLANNING COMMISSION

**BOARD OF HEALTH**  
APPROVED THIS 27th DAY OF MARCH, A.D. 1992  
SANDY CITY BOARD OF HEALTH

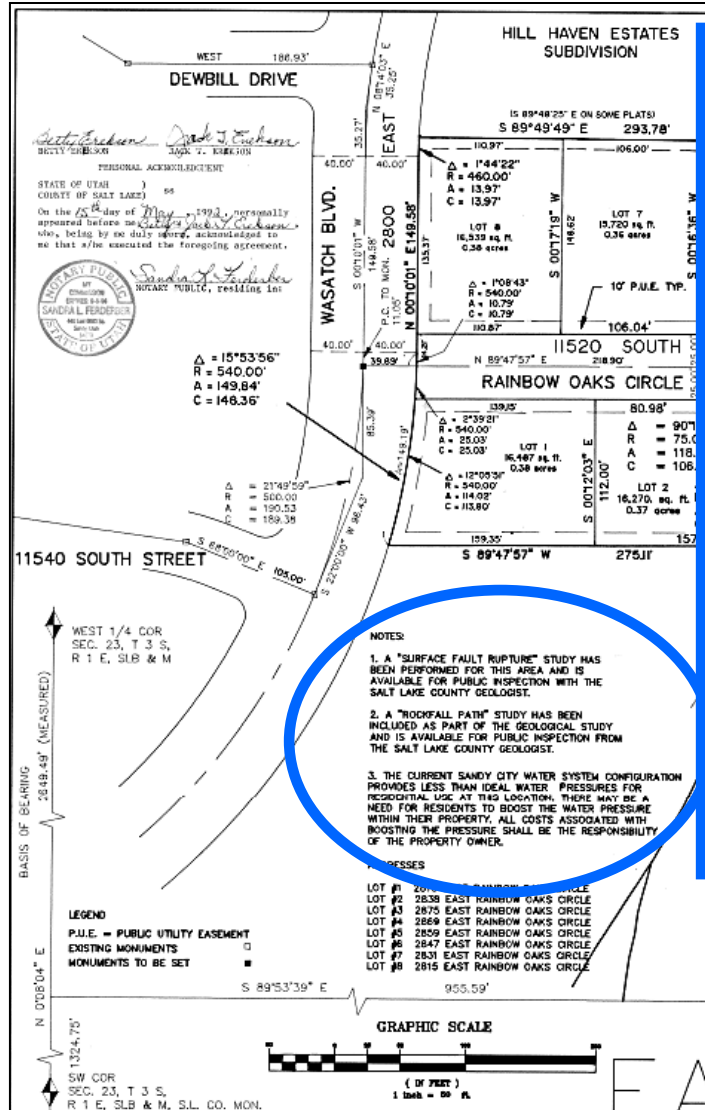
**FLOOD CONTROL COORDINATOR**  
APPROVED THIS 27th DAY OF MARCH, A.D. 1992  
FLOOD CONTROL COORDINATOR

**ENGINEER'S CERTIFICATE**  
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.  
DATE 4/12/92  
SANDY CITY ENGINEER

**APPROVAL AS TO FORM**  
APPROVED AS TO FORM THIS 22nd DAY OF April, A.D. 1992  
SANDY CITY ATTORNEY

**SANDY CITY MAYOR'S CABINET**  
PRESENTED TO THE SANDY CITY MAYOR'S CABINET THIS 22nd DAY OF April, 1992 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.  
ATTEST SANDY CITY CLERK

**RECORDED** # 5256410  
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF TERRY R. VAN OTTEN  
FILED IN SECTION 23, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN  
DATE 4/22/92  
SALT LAKE COUNTY RECORDER

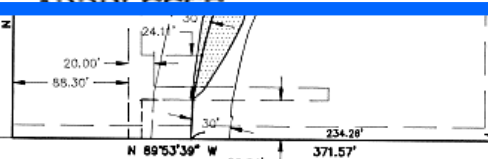


**NOTES:**

1. A "SURFACE FAULT RUPTURE" STUDY HAS BEEN PERFORMED FOR THIS AREA AND IS AVAILABLE FOR PUBLIC INSPECTION WITH THE SALT LAKE COUNTY GEOLOGIST.

2. A "ROCKFALL PATH" STUDY HAS BEEN INCLUDED AS PART OF THE GEOLOGICAL STUDY AND IS AVAILABLE FOR PUBLIC INSPECTION FROM THE SALT LAKE COUNTY GEOLOGIST.

3. THE CURRENT SANDY CITY WATER SYSTEM CONFIGURATION PROVIDES LESS THAN IDEAL WATER PRESSURES FOR RESIDENTIAL USE AT THIS LOCATION. THERE MAY BE A NEED FOR RESIDENTS TO BOOST THE WATER PRESSURE WITHIN THEIR PROPERTY. ALL COSTS ASSOCIATED WITH BOOSTING THE PRESSURE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.



TERRY RODERICK VAN OTTEN  
CO-TRUSTEE FOR THE  
TERRY RODERICK VAN OTTEN  
AND JOAN MARIE MC CONKEY  
VAN OTTEN INTER-VIVOS TRUST

JOAN MARIE MC CONKEY VAN OTTEN  
CO-TRUSTEE FOR THE  
TERRY RODERICK VAN OTTEN  
AND JOAN MARIE MC CONKEY  
VAN OTTEN INTER-VIVOS TRUST

**ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF SALT LAKE }  
SS \_\_\_\_\_, 1992 PERSONALLY  
APPEARED BEFORE ME TERRY RODERICK VAN OTTEN & JOAN MARIE MC CONKEY  
VAN OTTEN, WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT  
THEY ARE THE CO-TRUSTEES OF THE TERRY RODERICK VAN OTTEN AND JOAN  
MARIE MC CONKEY VAN OTTEN INTER-VIVOS TRUST, AND THAT THE WITHIN  
DEDICATION WAS SIGNED IN BEHALF OF SAID TRUST, AND THE SAID TERRY  
RODERICK VAN OTTEN & JOAN MARIE MC CONKEY VAN OTTEN ACKNOWLEDGED  
TO ME THAT SAID TRUST EXISTED THE SAME.



# EARTHQUAKE HAZARD AREA

PREPARED BY  
**BUSH AND GUDGELL, INC.**  
ENGINEERS, PLANNERS, SURVEYORS  
255 SOUTH 300 EAST  
SALT LAKE CITY, UTAH 84111  
PHONE (801) 264-1212  
FAX (801) 264-1212

SALT LAKE COUNTY SEWAGE IMPROVEMENT DISTRICT NO. 1  
APPROVED THIS 30th DAY OF April A.D. 1992  
BY William Kennedy  
DISTRICT MANAGER

PLANNING COMMISSION  
APPROVED THIS 27th DAY OF MARCH A.D. 1992 BY THE SANDY CITY PLANNING COMMISSION  
CHAIRMAN SANDY CITY PLANNING COMMISSION

BOARD OF HEALTH  
APPROVED THIS 27th DAY OF MARCH A.D. 1992  
BY Sandra L. Co. Board of Health

FLOOD CONTROL COORDINATOR  
APPROVED THIS 27th DAY OF MARCH A.D. 1992  
BY [Signature]  
FLOOD CONTROL COORDINATOR

ENGINEER'S CERTIFICATE  
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.  
DATE 4/12/92  
SANDY CITY ENGINEER

APPROVAL AS TO FORM  
APPROVED AS TO FORM THIS 27th DAY OF March A.D. 1992  
BY [Signature]  
SANDY CITY ATTORNEY

SANDY CITY MAYORS CABINET  
PRESENTED TO THE SANDY CITY MAYORS CABINET THIS 16th DAY OF April A.D. 1992 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.  
ATTEST SANDY CITY CLERK

RECORDED # 5256410  
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF  
TERRY R. VAN OTTEN  
FILED IN 20080000925 PAGE 104  
BY [Signature]  
SALT LAKE COUNTY RECORDER

*Scotty Erickson*  
SCOTT ERIKSON

PERSONAL  
STATE OF UTAH  
COUNTY OF SALT LAKE  
On the 25<sup>th</sup> day of  
appeared before me,  
who, being by me duly  
sworn, depose and say  
that a/c the contents



Δ = 90°12'03"  
R = 75.00  
A = 118.07  
C = 106.25

LOT 2 Δ = 16°01'39"  
6,270 sq. ft. R = 55.00  
0.37 acres A = 15.39  
C = 15.34

LOT 4  
30,545 sq. ft.  
0.70 acres

Δ = 109°37'28"  
R = 55.00  
A = 105.23  
C = 89.90

Δ = 138°22'33"  
R = 55.00  
A = 132.83  
C = 102.82

LOT 3  
124,858 sq. ft.  
2.86 acres

SHADED IS  
AREA WITH SLOPE  
GREATER THAN 30%

11540 SOUTH

WEST 1/4, CORNER  
SEC. 23, T. 1  
R. 1 E, S. 16

2049.49' (MEASURED)  
BASIS OF BEARING

LEGEND  
P.U.E. - PUBLIC  
EXISTING MONUMENTS TO  
BE MAINTAINED

SW COR  
SEC. 23, T. 1  
R. 1 E, S. 16

APPROVED  
BUSH AND GUD  
ENGINEERS PLANNERS  
255 SOUTH  
SALT LAKE CITY, UT 84111  
DATE 5-9-92 BY N

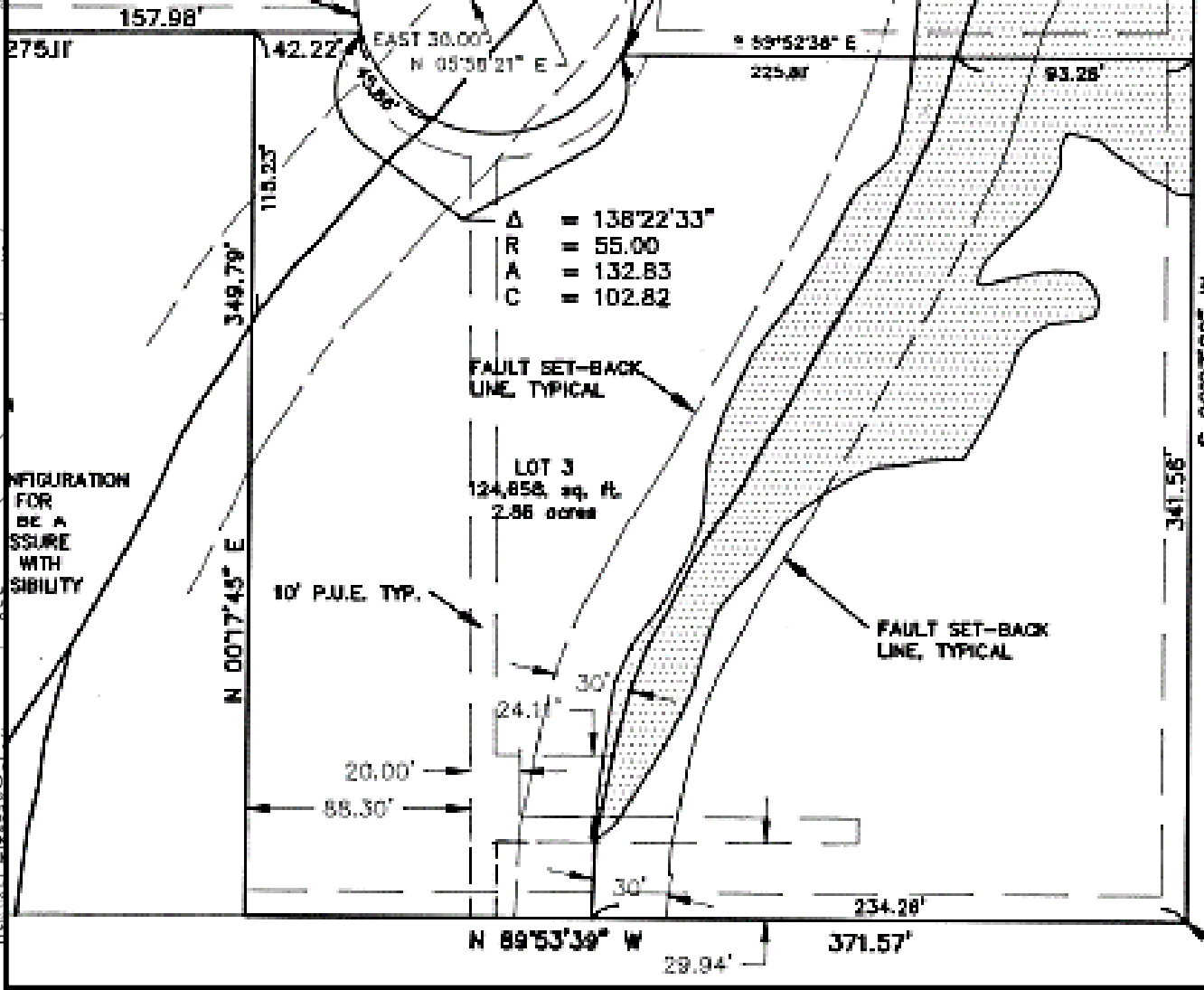
PLANNING COMMISSION  
APPROVED THIS  
SANDY CITY PLANNING COMMISSION  
CHARMAY SANDY CITY PLANNING

CONFIGURATION  
FOR  
BE A  
SSURE  
WITH  
SIBILITY

10' P.U.E. TYP.

FAULT SET-BACK  
LINE TYPICAL

FAULT SET-BACK  
LINE TYPICAL



Quarter of the  
23, Township  
and running  
West Corner  
of the  
or Day  
0) feet more  
South  
in a curve to the  
as point of said  
Northerly along  
bears North  
149.58  
radius curve  
id curve &  
13.90  
division; thence  
said Hill Haven  
east; thence South  
the Southeast  
order of said  
the 1/16 Section



owner(s)  
and

TRUSTEES  
N  
WILLIAMS  
V WILSON  
TRUST



RANGE 1 EAST,

SECTION 10  
REQUEST OF

*Scotty Erickson*  
SCOTT ERIKSON



POINT OF BEGINNING  
S.E. COR. OF TWP.



2838

28233050160000

2869

28233050200000

10  
89.90

156'22'33"  
55.03  
132.83  
182.82

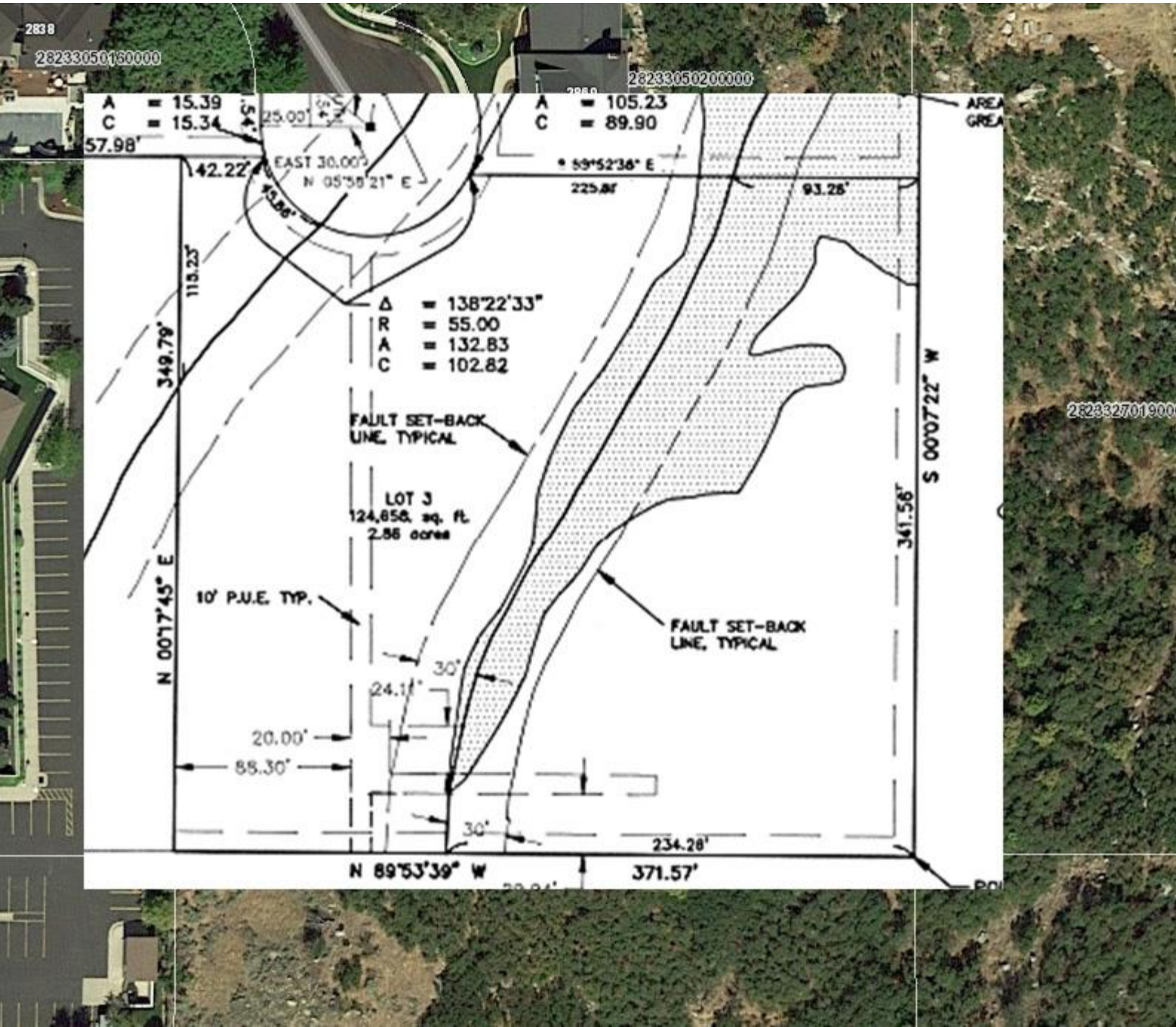
FALL SET - JACK  
UNC. TYPICAL

LOT 3  
124,856.1 sq ft  
2.88 acres

28233050210000

FALL SET - JACK  
UNC. TYPICAL

282332701900



2838

28233050160000

28233050200000

A = 15.39  
C = 15.34

A = 105.23  
C = 89.90

AREA  
GREA

57.98'

142.22'

EAST 30.00'  
N 05°58'21\"

225.81'

93.28'

Δ = 138°22'33\"  
R = 55.00  
A = 132.83  
C = 102.82

FAULT SET-BACK  
LINE, TYPICAL

LOT J  
124,858 sq. ft.  
2.86 acres

N 00°17'45\"

10' P.U.E. TYP.

FAULT SET-BACK  
LINE, TYPICAL

341.56'

S 00°07'22\"

20.00'

88.30'

30'

24.11'

30'

234.28'

N 89°53'39\"

371.57'

282332701900

# Maps & plats 2.0



**“I’m the Survey MAP!”**

# County Surveyor

- Keeper of the survey maps “Steward of survey records”
- Guardian of government corners
- 17-23-1 (3)(a)(iii) "The surveyor of each county shall: **permanently keep at county government offices at the county seat a fair and accurate record of all surveys made**, including legal descriptions and geographic coordinates, all surveys received pursuant to Section 17-23-17, and all corner files received pursuant to Section 17-23-17.5;"
- 17-23-1 (4)(a) "**The county surveyor or his designee shall establish all corners of government surveys** and reestablish all corners of government surveys where corners have been destroyed and where witness markers or other evidence of the government corners remain so that the corners established by government survey can be positively located" .... (d) "Established or reestablished corners shall be recognized as the legal and permanent corners."





# Surveys are a public record

---

*“In 1987 the State of Utah enacted a law requiring surveyors to file their surveys with the County Surveyor's Offices throughout the state. The County Surveyor's Office is the centralized location where surveys are stored and accessible to the public. **The County Surveyor has the responsibility to see that your survey is part of the public record and is on file at our office.**”*

<http://www.utahcounty.gov/Dept/Surveyor/FAQ.asp>

Accessed 2/13/2020

# ALTA Survey

- Minimum Standards for ALTA Surveys were first established in 1962
- ALTA specifies the data to be shown on the survey and this includes boundary lines, location of the main building including improvements, location of ancillary buildings, the identification of easements (access rights by service companies such as water, gas, telephone, railways and other utilities).

<http://www.landsurveyors.com/resources/definition-of-an-alta-survey/>

# Survey Maps Online:

**Washington County:** <https://geoprodm.washco.utah.gov/html5Viewer/?viewer=PublicWorks>

**Salt Lake County Surveyor GIS (FREE):** <https://slco.org/surveyor/apps/surveymonument/>

**Utah County Surveyor GIS (FREE):** <https://maps.utahcounty.gov/PrivateSurveys/PrivateSurveys.html>

**Weber County Surveyor GIS (FREE):** <http://www.webercountyutah.gov/Surveyor/Interactive/>

**Davis County Survey Search (THROUGH REDIWEB):** [https://webportal.daviscountyutah.gov/App/portal#!/sign\\_in](https://webportal.daviscountyutah.gov/App/portal#!/sign_in)

**Box Elder (FREE- Turn on Survey Layers):** <https://gis.boxeldercounty.org/webmap/>

**Cache County Surveyor (FREE & Sometimes is works):** <http://66.232.67.238/websites/surveyviewer/>

**Washington County (Free):** <http://geo.washco.utah.gov/html5Viewer/?viewer=PublicWorks>

**Summit County Surveyor (FREE, but not easy):**

<https://property.summitcounty.org/surveyor/eagleweb/docSearch.jsp>

**Wasatch County Surveyor (FREE):**

<https://wasatch.maps.arcgis.com/apps/webappviewer/index.html?id=103db0251a5342f7bbd1462eb7a47440>

**Uintah County Surveyor (Free, but not easy. Download PDF for Links on Left Side of Page):**

<http://co.uintah.ut.us/departments/q - z departments/surveyor/index.php>

**San Juan County:** <https://sanjuancounty.org/?s=survey>

OWNERSHIP

When Recorded, Mail To:

TUCKER HODGSON  
831 SHANNON RD  
KAYSVILLE, UT 84037

The space above provided for recorder's use.

Order No. 20039036

WARRANTY DEED

LAVAR SPENCER AND MARY LYNNE SPENCER, HUSBAND AND WIFE AS JOINT TENANTS

of KAYSVILLE, County of DAVIS GRANTOR  
State of UTAH, hereby CONVEY(S) AND WARRANT(S) to TUCKER HODGSON  
AND MICHELLE HODGSON, HUSBAND AND WIFE AS JOINT TENANTS

E 1782266 13116 8 2003  
SHERYL L. WHITE, DAVIS COUNTY RECORDER  
2002 AUG 30 2:22 PM FEE 10.00 DEP REC  
REC'D FOR BACKMAN-STEWART TITLE SERVICES

of KAYSVILLE

GRANTEE  
for the sum of

TEN & NO/100 AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS

LAVAR SPENCER AND MARY LYNNE SPENCER, HUSBAND AND WIFE AS JOINT TENANTS

GRANTOR

of KAYSVILLE, County of DAVIS  
State of UTAH, hereby CONVEY(S) AND WARRANT(S) to  
AND MICHELLE HODGSON, HUSBAND AND WIFE AS JOINT TENANTS

TUCKER HODGSON

STATE OF UTAH }  
COUNTY OF DAVIS } ss.

On the 28TH day of August  
Personally appeared before me LAVAR SPENCER AND MARY LYNNE SPENCER,

the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.



Notary Public

My commission expires: 9-24-07

Residing at: Weiser, Idaho

# Evidence of Capacity- Authority of the signers

**13. AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

**13. AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller. Seller further warrants that the execution and delivery of this Contract by Seller have been duly and validly authorized, and all requisite action has been taken to make this Contract binding upon Seller.

**13. AUTHORITY OF SIGNERS.** If Buyer or Seller is a legal entity rather than an individual, each Person executing and delivering this PSA or any Addendum or Counteroffer for it unconditionally and irrevocably warrants his or her authority to do so and to bind Buyer or Seller. Each of Seller and Buyer further warrant that the execution and delivery of this PSA by it has been duly and validly authorized, and all requisite actions have been taken to make this PSA valid, binding and enforceable upon it.


# What about LLC, Partnerships & Corporations?

F-W-2863  
Recorded at Request of FOUNDERS TITLE  
at 1640. M. Fee Paid \$ 7.00 9-16-92

F-W-2863  
Recorded at Request of FOUNDERS TITLE  
at 1640. M. Fee Paid \$ 7.00 9-16-92  
by SHIRLEY B. BLEAZARD Dep. Book 247 Page 135 Ref.: 162222  
Mail tax notice to 323 ADAMS ST Address MIDVALE, UT 84047

## WARRANTY DEED

MYRL CHRISTENSEN  
of \_\_\_\_\_, County of \_\_\_\_\_, State of Utah, hereby  
grantor  
CONVEY and WARRANT to  
ROLAYNE MATTSSON and CHRIS BALLAMIS, as joint tenants

the signer of the within instrument, who duly acknowledged to me that he executed the same.  
 KEVIN D'ISYER  
Notary Public-Gen.  
3010 South 1200 East  
Heber, Utah 84302  
My Commission Expires 2/14/94 Residing in Heber, UT Notary Public.  
BLANK #101-WARRANTY DEED-D GEM PRINTING CO. - SALT LAKE CITY 135

# What about LLC, Partnerships & Corporations

Return to/Grantee's Address:  
8069, LLC, Series 5  
8069 South Adams Street  
Midvale, Utah 84047

Ent 344086 Bk 981 Pg 1721-1721  
Date: 30-JAN-2009 11:02AM  
Fee: \$10.00 Check Filed By: MG  
ELIZABETH PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
For: LAW OFFICE OF KYLE H BARRICK LL  
C

PARCEL I.D. #00-0013-0091

## SPECIAL WARRANTY DEED

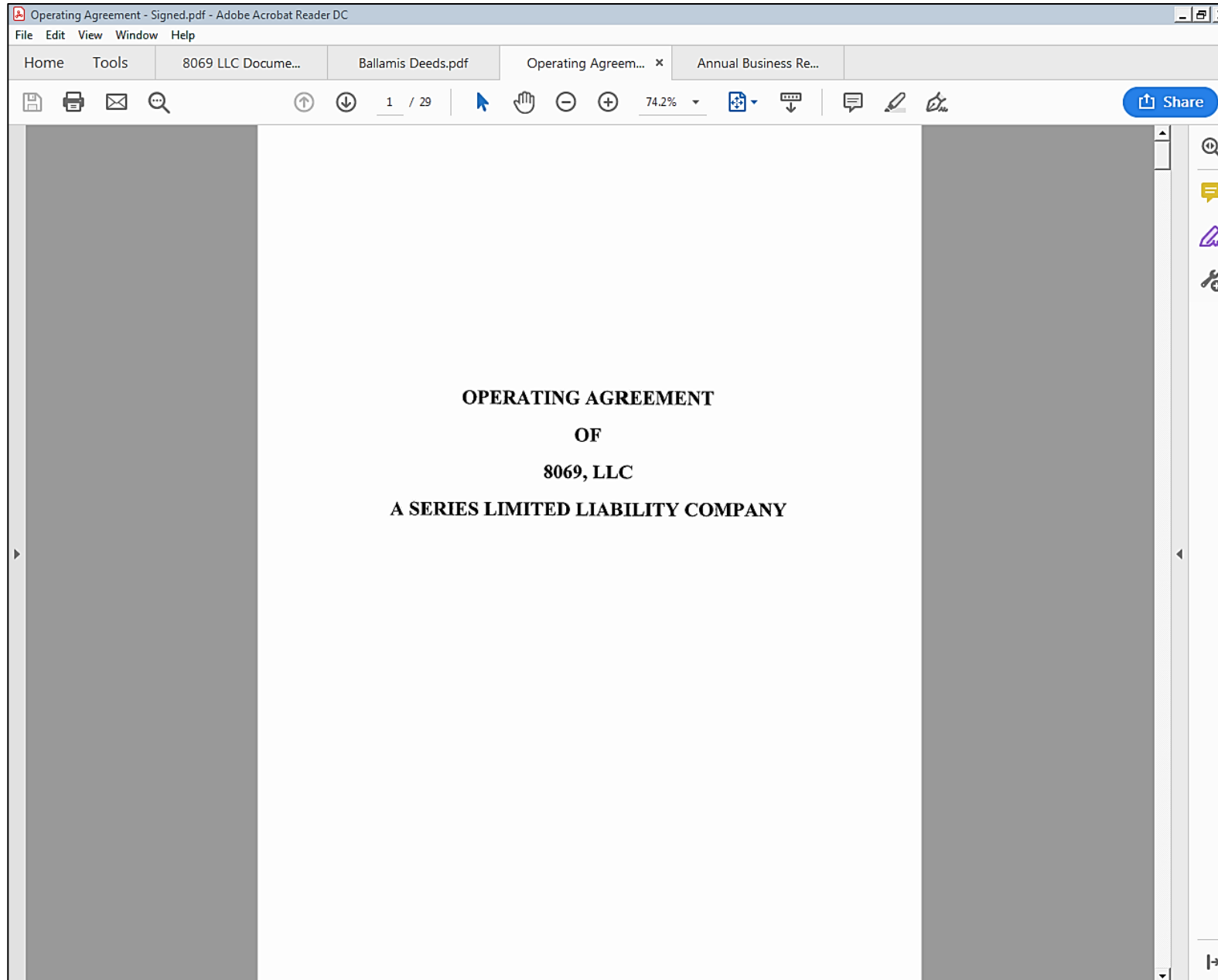
CHRIS BALLAMIS of Midvale, County of Salt Lake, State of Utah, Grantor, hereby CONVEYS AND WARRANTS, to the extent provided below, but not otherwise, to **8069, LLC, SERIES 5**, Grantee, for the sum of Ten Dollars, and other good and valuable consideration, the real property in Wasatch County, State of Utah, and more particularly described as follows:



# Limited Liability Company Authority

- Obtain a copy of the Certificate of Organization/Articles of Organization
- **Obtain a copy of the Operating Agreement**
- Check to see if a Statement of Authority has already been recorded
- Synch up operating agreement with filed documents 😊

# LLC Operating Agreements





DIVISION OF CORPORATIONS AND COMMERCIAL CODE  
**BUSINESS SEARCH**



RELATED LINKS & RESOURCES

Search by:

Business Name:

**Business Name Search**

The businesses registered with the State of Utah are either located in Utah or doing business in Utah as a: Business Trust, Collection Agency, Corporation (For Profit and Non Profit), Professional Corporation, Doing Business As - DBA, Limited Liability Company - LLC, Limited Liability Partnership - LLP, Limited Partnerships - LP, Limited Cooperative Associations - LCA

Features:



**Get a Certificate of Existence**

Or Certificate of Good Standing is an official document issued by Utah validating that a business is authorized to transact business in Utah and that the company is in compliance with all state requirements.



**View Management Team**

Look up all executives registered with a specific business such as Directors, Officers, Presidents, Secretaries, Treasurers, Trustees, Applicants, Partners, Managers, and Members.



**Find Filed Documents**

Find and download PDF documents of the changes that have been recorded for this business; includes address changes and changes in the management team.



**Find Executives**

Find all businesses that an executive is connected to if the executive is registered in one of the following roles: Director, Officer, President, Secretary, Treasurer, Trustee, Applicant, Partner, Manager, Member.

Get Business Info On Your Mobile



Visit this site with your mobile device

Commerce Searches

- [Business Search](#)
- [Data Request](#)
- [Professional License](#)
- [Real Estate License](#)
- [Registered Principal](#)
- [Trademark](#)
- [Uniform Commercial Code](#)
- [Verify Utah](#)

Department of Commerce

- [Department of Commerce Home](#)
- [Division of Corporations](#)
- [Contact Us](#)
- [Disclaimer](#)



Send Us Your Feedback

We want to know what you think. Click here to share your feedback with Utah.gov!

<https://secure.utah.gov/bes/index.html>

# Corporate Fraud Watch

The Utah Division of Corporations and Commercial Code provides a service to assist businesses in monitoring and receiving notifications regarding changes to their corporate information. These changes may be indicative of identity theft or fraudulent activities. The State promptly sends an email within 24 hours of any modification to a Business Address, Registered Agent, or Registered Principal. The cost for this service is \$3.00 per year

utah.gov Services Agencies

A Secure Online Service from Utah.gov

utah.gov BUSINESS FRAUD ALERT  
DIVISION OF CORPORATIONS AND COMMERCIAL CODE

## Corporate Identity Theft Notification

Business Fraud Alert will notify you when a change is made to your business, allowing you to take immediate action. Email notifications will be sent within 24 hours if any of the following changes are recorded by the state:

- Edit Business Address
- Add/Edit/Remove Registered Agent
- Add/Edit/Remove Registered Principal

The purpose of this service is to notify users of potential identity theft events.

Please note that this service does not guarantee protection from business fraud. There will be a \$3.00 fee to enroll in this service and you will be asked to renew at the end of 12 months.

### Did you know?

Business identity theft:

- Costs millions annually
- Destroys reputations
- Is typically difficult to detect

60% of victims of business identity theft fail within a year of the crime.

### Sign Up for Fraud Alerts

Email:

Do you know your entity number?:

Yes  No

# Authority documents for Trusts & Estates

When taking a listing what documentation should you ask for?

1. Copy of Trust
- OR
2. Certification of Trust

1

## Certification of Trust § 75-7-1013

### Requirements

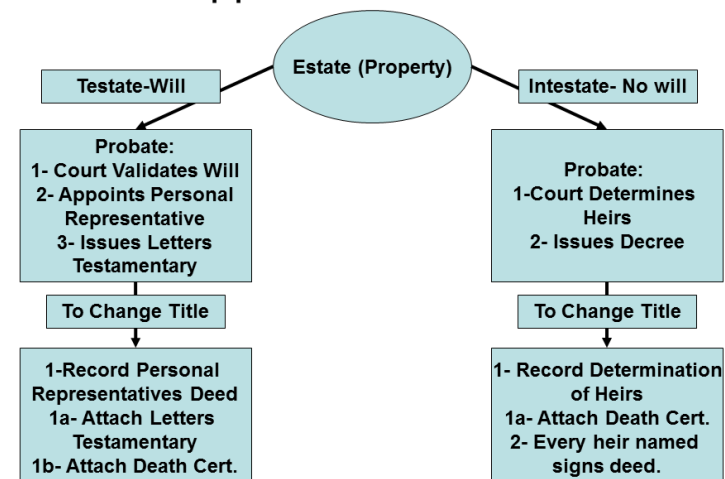
1. Statement that identifies the trust exists
  - Date the trust instrument was created
2. Identity of Settlor
3. Identity and Address of the acting trustee(s)
4. Powers of the trustee
  - How these powers relate to current transaction
5. Revocable vs. Irrevocable trust “and the identity of any person holding a power to revoke the trust”
6. The name in which title to the trust may be taken

2

## Certification of Trust § 75-7-1013

- (6) **A person who acts in reliance upon a certification of trust** without knowledge that the representations contained in it are incorrect **is not liable to any person for acting and may assume without inquiry the existence of the facts contained in the certification.** Knowledge of the terms of the trust may not be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying upon the certification.
- (7) **A person who in good faith enters into a transaction in reliance upon a certification of trust may enforce the transaction against the trust property as if the representations contained in the certification were correct.**
- (8) A person making a demand for the trust instrument in addition to a certification of trust or excerpts is liable for costs, expenses, attorney fees, and damages if the court determines that the person did not act in good faith in demanding the trust instrument.
- 3** (9) This section does not limit the right of a person to obtain a copy of the trust instrument in a judicial proceeding concerning the trust.

## What happens to the real estate?



# Evidence of Capacity- Authority of the signers

RESOLUTION OF THE BOARD OF DIRECTORS BY UNANIMOUS  
CONSENT FOR  
Insert name of Corporation

Pursuant to the authority contained in Utah Code Ann. §16-10a-821 and other Company documents, the undersigned, being all of the directors of (insert name of corporation), a Utah profit corporation (the "Company"), do hereby take and ratify and adopt the following action, in writing, without a duly called meeting:

IT IS UNANIMOUSLY RESOLVED, that the Company borrow from (insert name of lender), the approximate sum of (insert loan amount) Dollars (\$ \_\_\_\_\_), and pledge, as collateral for the loan, the Company's real property located at (insert address of property).

IT BEING FURTHER UNANIMOUSLY RESOLVED, that the president, (insert name of officer signing), of the Company be, and she hereby is authorized, empowered and directed to execute and deliver the (insert other specific documents-ie: Warranty Deed) Deed of Trust, Note, and all other documents necessary to consummate the loan transaction with (insert name of lender) to effectuate the pledging of the Company's real property as collateral for this loan with (insert name of lender).

Dated effective the \_\_\_\_ day of July, 2016.

\_\_\_\_\_  
Janet M. Colibert

\_\_\_\_\_  
Gregory J. Colibert

UNANIMOUS CONSENT  
OF MEMBERS  
OF  
BLANK LLC

Pursuant to the authority contained in Utah Code Ann. §48-3a-407(4), the undersigned, being all of the members and managers of \_\_\_\_\_ LLC, a Utah limited liability company (the "Company"), do hereby make and ratify and adopt, in writing, the following action(s) approved without a meeting:

IT IS UNANIMOUSLY AUTHORIZED that \_\_\_\_\_ and \_\_\_\_\_ act as the managers of the Company in the purchase of property from \_\_\_\_\_ which property ("Property") is located at \_\_\_\_\_ m \_\_\_\_\_ County, Utah, and described as follows:

IT BEING ALSO UNANIMOUSLY AGREED, that \_\_\_\_\_ and \_\_\_\_\_ the managers of the Company for this purchase transaction, be and hereby are authorized, empowered and directed to execute all purchase, loan and closing documents necessary to effectuate the purchase of the Property.

Dated effective the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
, Member

\_\_\_\_\_  
, Member

\_\_\_\_\_  
, Member

# When taking a listing vested in a family trust, what documentation should you ask for?

1. Copy of Trust

2. Certification of Trust

– Requirements for a Certification of Trust

- Statement that identifies the trust exists
- Date the trust instrument was created
- Identity of Settlor
- Identity and Address of the acting trustee(s)
- Powers of the trustee
  - How these powers relate to current transaction
- Revocable vs. Irrevocable trust “and the identity of any person holding a power to revoke the trust”
- The name in which title to the trust may be taken

# Certification of Trust § 75-7-1013

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- (8) A person making a demand for the trust instrument in addition to a certification of trust or excerpts is liable for costs, expenses, attorney fees, and damages if the court determines that the person did not act in good faith in demanding the trust instrument.
- (9) This section does not limit the right of a person to obtain a copy of the trust instrument in a judicial proceeding concerning the trust.

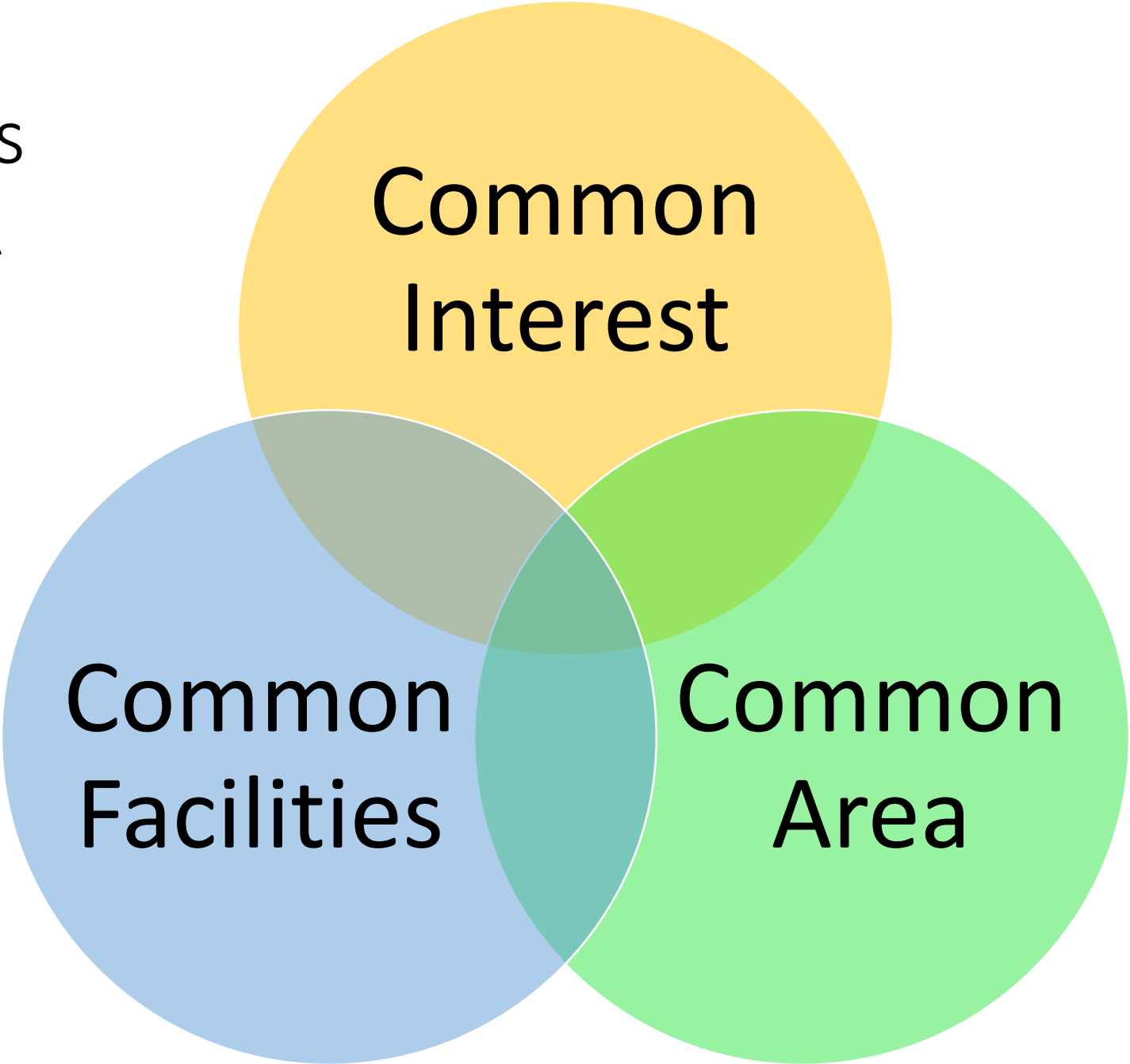


Owners  
Associations  
HOA & COA

---



Owners  
Associations  
HOA & COA



# HOA's and COA's

57-8a Community Association Act.pdf - Adobe Acrobat Pro DC (32-bit)

File Edit View E-Sign Window Help

Home Tools 57-8 Condominium... 57-8a Community ... x

1 (1 of 49) 70.8%

Utah Code

**Chapter 8a  
Community Association Act**

**Part 1  
General Provisions**

**57-8a-101 Title.**  
This chapter is known as the "Community Association Act."

Enacted by Chapter 153, 2004 General Session

**57-8a-102 Definitions.**  
As used in this chapter:

- (1)
  - (a) "Assessment" means a charge imposed or levied:
    - (i) by the association;
    - (ii) on or against a lot or a lot owner; and
    - (iii) pursuant to a governing document recorded with the county recorder.
  - (b) "Assessment" includes:
    - (i) a common expense; and
    - (ii) an amount assessed against a lot owner under Subsection 57-8a-405(7).
- (2)
  - (a) Except as provided in Subsection (2)(b), "association" means a corporation or other legal entity, any member of which:
    - (i) is an owner of a residential lot located within the jurisdiction of the association, as described in the governing documents; and
    - (ii) by virtue of membership or ownership of a residential lot is obligated to pay:
      - (A) real property taxes;
      - (B) insurance premiums;
      - (C) maintenance costs; or
      - (D) for improvement of real property not owned by the member.
  - (b) "Association" or "homeowner association" does not include an association created under Title 57, Chapter 8, Condominium Ownership Act.
- (3) "Board meeting" means a gathering of a board, whether in person or by means of electronic communication, at which the board can take binding action.
- (4) "Board of directors" or "board" means the entity, regardless of name, with primary authority to manage the affairs of the association.
- (5) "Common areas" means property that the association:
  - (a) owns;
  - (b) maintains;
  - (c) repairs; or

57-8 Condominium Ownership Act.pdf - Adobe Acrobat Pro DC (32-bit)

File Edit View E-Sign Window Help

Home Tools 57-8 Condominium... x

1 (1 of 59) 70.8%

Utah Code

**Chapter 8  
Condominium Ownership Act**

**57-8-1 Short title.**  
This act shall be known and may be cited as the "Condominium Ownership Act."

Enacted by Chapter 111, 1963 General Session

**57-8-2 Applicability of chapter.**  
This act shall be applicable only to property which the sole owner or all the owners submit to the provisions of the act by duly executing and recording a declaration as provided in the act.

Enacted by Chapter 111, 1963 General Session

**57-8-3 Definitions.**  
As used in this chapter:

- (1) "Assessment" means any charge imposed by the association, including:
  - (a) common expenses on or against a unit owner pursuant to the provisions of the declaration, bylaws, or this chapter; and
  - (b) an amount that an association of unit owners assesses to a unit owner under Subsection 57-8-43(9)(g).
- (2) "Association of unit owners" or "association" means all of the unit owners:
  - (a) acting as a group in accordance with the declaration and bylaws; or
  - (b) organized as a legal entity in accordance with the declaration.
- (3) "Building" means a building, containing units, and comprising a part of the property.
- (4) "Commercial condominium project" means a condominium project that has no residential units within the project.
- (5) "Common areas and facilities" unless otherwise provided in the declaration or lawful amendments to the declaration means:
  - (a) the land included within the condominium project, whether leasehold or in fee simple;
  - (b) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of the building;
  - (c) the basements, yards, gardens, parking areas, and storage spaces;
  - (d) the premises for lodging of janitors or persons in charge of the property;
  - (e) installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;
  - (f) the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use;
  - (g) such community and commercial facilities as may be provided for in the declaration; and
  - (h) all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

Registration of both HOAs and COAs is mandatory and is not the same registration that is required to register a business with the Division of Corporations and Commercial Code.

- <https://secure.utah.gov/hoa/index.html>
- <https://corporations.utah.gov/domestic-non-profit-corporation/>
- <https://admin.commerce.utah.gov/programs-we-administer/who-must-register-with-the-department-of-commerce/>

Community Association Act  
57-8a-102 (10)

Condominium Association Act  
57-8-3 (20)

(a) "Governing documents" means a written instrument by which the association may:

(i) exercise powers; or (ii) manage, maintain, or otherwise affect the property under the jurisdiction of the association.

(b) "Governing documents" includes:

(i) articles of incorporation; (ii) bylaws; (iii) a plat; (iv) a declaration of covenants, conditions, and restrictions; and (v) rules of the association.



### Overview Table of Contents



- [An Overview of Homeowner Associations in Utah](#)
- [What are my rights as a Homeowner in an HOA or COA?](#)
- [Information Required before a Sale to an Independent Third Party](#)
- [Unit Owner Responsibilities under an HOA](#)
- [Frequently Asked Questions](#)
- [Register an HOA or COA](#)
- [Statutes and Rules](#)
- [Related Information](#)

[Printer Friendly version](#)

### What are my rights as a Homeowner in an HOA or COA?

The first step to understanding your rights in an association is to review your association's "governing documents." Governing documents include the declaration of covenants, conditions, and restrictions (commonly known as CC&Rs), articles of incorporation, bylaws, and rules of the association. Under law, homeowner associations are allowed to exercise the authority described in their governing documents. Homeowner rights vary by HOA/COA depending on what is in the HOA's/COA's governing documents.

All HOAs and COAs are required to register with the Department of Commerce. You can search to see if your association is registered here. For associations that are registered, you can find important information about the association including the names and contact information for the HOA's/COA's leadership. These individuals have access to your governing documents and must share them with you upon request. Utah Code §§ 57-8a-227(1)(a)(ii), 57-8-17(1)(a)(ii). You can also check with your local county recorder's office to obtain a copy of the CC&Rs and bylaws.

In addition to rights provided under your governing documents, you have rights under state law under either the Condominium Act or the Community Association Act, depending on if you live in a COA or

### Homeowner Associations Registry

- [Home/Start](#)
- [Overview of Homeowner/Condominium Associations](#)

### Commerce Searches

- [Business Search](#)
- [Data Request](#)
- [Professional License](#)
- [Real Estate License](#)
- [Registered Principal](#)
- [Trademark](#)
- [Uniform Commercial Code](#)
- [Verify Utah](#)

### Department of Commerce

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- [Division of Corporations](#)
- [Contact Us](#)
- [Disclaimer](#)



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# Utah HOA – Bill of Rights

<https://secure.utah.gov/hoa/overview/rights.html>

# CCRs

- Architectural control
    - Aesthetics
    - Paint / Materials
  - Common areas
  - Building restrictions
  - Parking restrictions
  - Pet restrictions
  - Garbage cans
- 
- Rental restrictions
  - Easements
  - Party walls
  - Do the CCR's expire?
  - Plat

# Bylaws

Elections

Term Limits

Voting & Quorum requirements

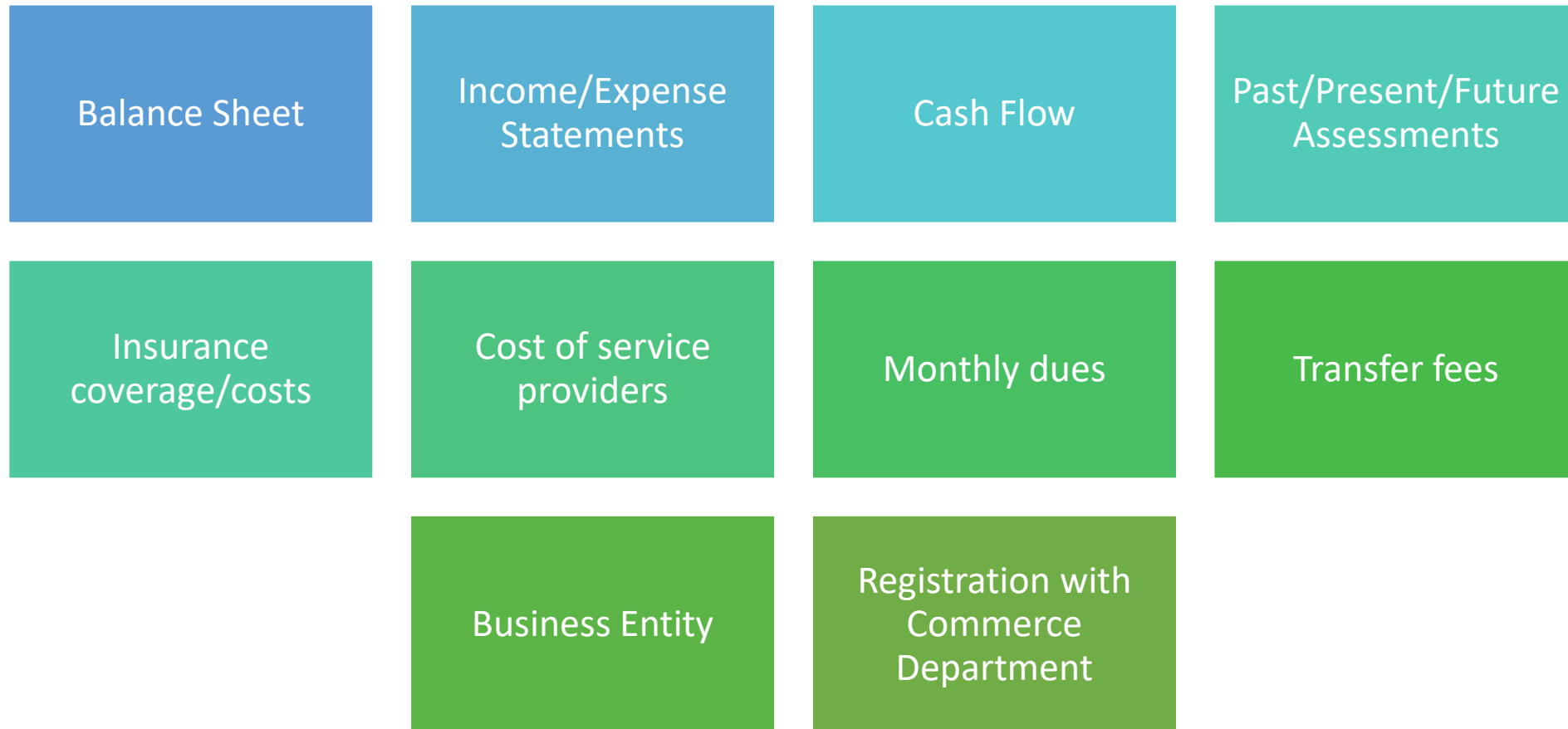
Frequency of meetings

Structure of Board

Duties and responsibilities



# HOA/COA Financials



# When the listing agreement is signed

## 1. Start gathering seller disclosures

- Order copies of CCR's
- Find the HOA information
  - Is it HUD approved?
    - <https://entp.hud.gov/idapp/html/condlook.cfm>
  - HOA information
    - Utah HOA Registry:  
<https://secure.utah.gov/hoa/index.html>



## Welcome to the Utah Homeowner Associations Registry

Under H.B. 104, Homeowner Association Amendments, this Internet site provides a registry where a condominium association or a homeowner association can meet the law's requirements to register or update the association's information. A member of the public also may access registered information here. To find more information about the legal requirements, you can read H.B. 104 at this website: <http://le.utah.gov/~2011/bills/hbillenr/hb0104.htm>

If you need any additional information, please contact the Utah Department of Commerce at (801) 530-6431.



Please be Advised: Knowingly providing false information to this registry is a class B misdemeanor.

## Register a New Homeowners Association

Register New HOA/COA

## Search and Update Homeowners Associations

HOA Name:

HOA Registration Number:

Search and Update HOAs/COAs

### Homeowner Associations Registry

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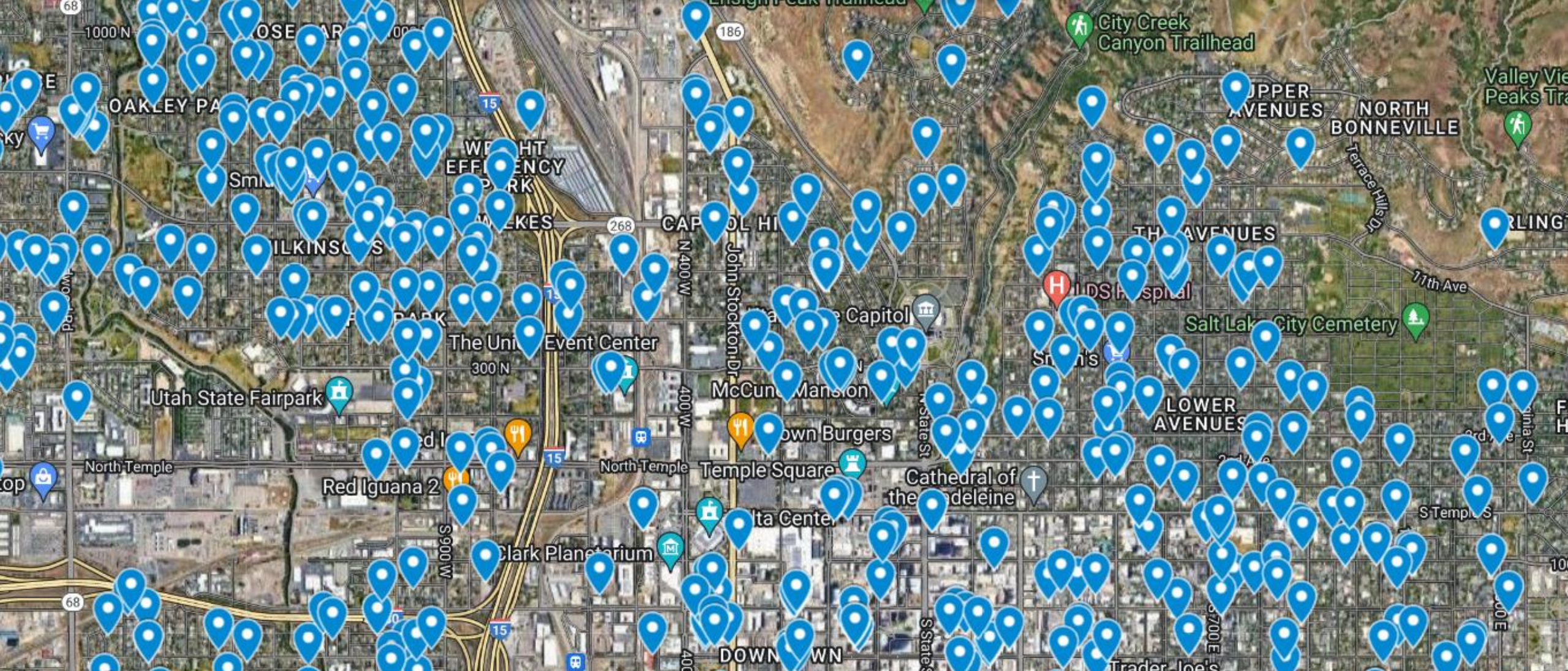
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### Send Us Your Feedback

We want to know what you think. Click here to share your feedback with Utah.gov!



Call you title company!  
(Check parcel no. for prior work)





# Water Right/Shares- Where to begin?

---

- Quantity
- Use
- Access
- Quality



## PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE

This is a legally binding contract. This form has been prepared by counsel for the Utah CCIM Chapter. Parties to this Purchase and Sale Agreement for Commercial Real Estate (the "PSA") may agree, in writing, to alter or delete provisions of this PSA. All such changes should be reflected in an Addendum. The body of this PSA should not be modified. Seek advice from your attorney and tax advisor before entering into a binding contract.

### FUNDAMENTAL TERMS OF OFFER TO PURCHASE COMMERCIAL OR MULTI-FAMILY PROPERTY

"REFERENCE DATE": \_\_\_\_\_

"SELLER": \_\_\_\_\_

With Notices to be given at: Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

**2. PROPERTY.** Unless excluded by another provision of this PSA or an Addendum or Counteroffer, the Property includes: (a) all fixtures presently attached to the Property; (b) all personal property owned by Seller and used primarily in connection with the Property; (c) Seller's right, if any, in any names or trademarks under which the Property is operated, but not including the generic name or trademarks of Seller; (d) all rights and easements appurtenant to the Property; and **(e) all water rights and/or water shares, if any, that are the source for culinary or secondary water used in connection with the Property.**

"DEED":  General Warranty Deed  Special Warranty Deed  Other \_\_\_\_\_

"TITLE POLICY":  Standard Coverage  Extended Coverage

"PURCHASE PRICE": \$ \_\_\_\_\_

"EARNEST MONEY DEPOSIT": \$ \_\_\_\_\_ in the form of:  Wire Transfer  Buyer's Check to be deposited with  Buyer's Brokerage  Title Company/Escrow Agent  Other \_\_\_\_\_. Buyer agrees to deliver the Earnest Money Deposit no later than four (4) calendar days after Acceptance (as defined in Section 23). The Brokerage or Other depository shall deposit the Earnest Money into the Real Estate Trust Account no later than four (4) calendar days from receipt.

"SELLER DISCLOSURE DEADLINE": (Date) \_\_\_\_\_

"DUE DILIGENCE DEADLINE": (Date) \_\_\_\_\_

"SETTLEMENT DEADLINE": (Date) \_\_\_\_\_

"SELLER'S AGENT": \_\_\_\_\_

"SELLER'S BROKERAGE": \_\_\_\_\_

"BUYER'S AGENT": \_\_\_\_\_

"BUYER'S BROKERAGE": \_\_\_\_\_

"MEDIATION": Seller and Buyer  DO  DO NOT elect to mediate in accordance with the provisions of Section 15. [check box]

ADDITIONAL TERMS: There  ARE  ARE NOT addenda to this PSA containing additional terms. If there are, the terms of the following (each, an "Addendum" or collectively, the "Addenda") are incorporated into this PSA by this reference: [check box]

Seller Financing  Financing Contingency  ALTA Survey  Assumption of Financing  Other Addendum

### OFFER TO PURCHASE

**1. OFFER TO PURCHASE.** Buyer offers to purchase the Property from Seller for the Purchase Price and otherwise upon the terms and subject to the conditions set forth in this PSA. Certain capitalized terms used in this PSA are defined in Section 27.

**2. PROPERTY.** Unless excluded by another provision of this PSA or an Addendum or Counteroffer, the Property includes: (a) all fixtures presently attached to the Property; (b) all personal property owned by Seller and used primarily in connection with the Property; (c) Seller's right, if any, in any names or trademarks under which the Property is operated, but not including the generic name or trademarks of Seller; (d) all rights and easements appurtenant to the Property; and (e) all water rights and/or water shares, if any, that are the source for culinary or secondary water used in connection with the Property.

**3. PAYMENT OF PURCHASE PRICE.** Unless the Loan Assumption Addendum or the Seller Financing Addendum is part of this PSA, the Purchase Price and all other sums shall be paid by federal wire transfer or other collected funds at the Closing.

**4. SETTLEMENT AND CLOSING.** Settlement shall take place on the Settlement Deadline or on another date upon which the Parties agree in writing. "Settlement" shall be deemed to have occurred only when all of the following have been fully completed: (a) Buyer and Seller have signed and delivered to the Escrow Agent all documents required by this PSA, by any lender, or by Applicable Law; (b) any monies required to be paid by Buyer under this PSA (except for the proceeds of any new loan) have been delivered by Buyer to the Escrow Agent; and (c) any monies required to be paid by Seller under this PSA have been delivered by Seller to the Escrow Agent. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the Escrow Agent for its services in the Settlement and Closing. Taxes and assessments for the current year, rents, association dues, utilities and charges accrued under contracts relating to the Property and assumed by Buyer, operating expenses relating to the Property and interest on any assumed obligations shall be prorated as of 11:59 p.m. on the day prior to Settlement.

terms of a separate written agreement. If an Agent or Brokerage represents both Seller and Buyer, then he, she or it shall constitute a "Limited Agent," as defined in applicable regulations of the Utah Division of Real Estate.

### 7. DEED AND TITLE INSURANCE.

**7.1 Deed.** Seller will convey title to Buyer at Closing by statutory form of Deed specified in the Fundamental Terms. Buyer agrees to accept title to the Property subject to: (a) the Permitted Exceptions (defined below); (b) any lease or property management agreement timely disclosed to Buyer pursuant to Section 8 below and not objected to by Buyer prior to the Due Diligence Deadline; and (c) any title exception arising by, through or under Buyer.

**7.2 Title Policy.** At Settlement, Seller agrees to pay for the Title Policy specified in the Fundamental Terms, in the amount of the Purchase Price insuring title to the Property to Buyer subject only to the Permitted Exceptions (the "Title Policy"). Buyer, at its sole option, cost and expense, may elect to obtain additional coverage or additional specific endorsements. Notwithstanding anything the PSA to the contrary, in no event shall Seller be required to pay more than twice the cost of a standard title insurance policy (exclusive of endorsements) for an extended title insurance policy.

**8. SELLER DISCLOSURES.** No later than the Seller Disclosure Deadline, Seller shall provide to Buyer the following at Seller's sole cost and expense (the "Seller Disclosures"):

- (a) a preliminary title commitment (the "Title Commitment") from a title company selected by Seller (the "Title Company"), together with a copy of each instrument, agreement or document listed as an exception to title in such Title Commitment;
- (b) a true and correct copy of all leases, management agreements and contracts affecting the Property;
- (c) a Seller property condition disclosure for the Property signed and dated by Seller;
- (d) all copies in Seller's possession of studies and/or reports which have previously been performed in connection with or for the Property, including without limitation, environmental reports, soils studies, seismic studies, physical inspection reports, site plans and surveys, and identification of such studies of which Seller is aware but that are not in Seller's possession;

**COMMERCIAL REAL PROPERTY  
SELLER'S PROPERTY CONDITION DISCLOSURES**

**SELLER'S AGENT – Complete only the following section**

	<b>YES*</b>	<b>NO</b>	<b>N/A</b>
* If Yes, please explain the nature, location, extent, names, dates, etc., as applicable. Please attach additional pages as needed.			
<b>5. WATER</b>			
a. Do you know what the source of the culinary (and secondary, if not the same) water is to the Property? (Such as well, spring, private, municipal)			
b. Do you know if the water quality and/or flow rate been tested? If so, when and what were the results?			
c. Do you know of any past or present problems with any water service provided to the Property by the water service provider?			
d. Do you know if a well is presently located on the Property? If so, do you know what is the water right number for the well?			

based upon the knowledge of \_\_\_\_\_ (name), the \_\_\_\_\_ (title) of the Property (herein, "Knowledge"). The Buyer will rely on the information provided herein to determine whether to purchase the Property. The Seller is not required to conduct new investigations in order to answer any of the following questions, and is not required to answer any questions not required to be answered under the purchase and sale agreement or pursuant to applicable law. Accordingly, if any question is unclear, or if the Seller is unsure how to respond to a question, the Seller should seek the advice of legal advisor if Seller is concerned about the correct response.

In the blank space provided at the end of this Disclosure, please provide a description of any defect or condition in the Property not previously disclosed to Buyer in writing of which the Seller has knowledge; that would not be apparent to ordinary persons without specialized knowledge in construction or real estate; and that would influence the decision of a person of ordinary intelligence to purchase the Property. When describing any past or present problems, malfunctions, or defects, please include the location of the problem, date, nature of the problem, and any actions taken to remedy the problem. Mark N/A if a question does not apply to the property.



# Transfer of Water Shares

“Shares of stock in water companies (including irrigation, canal, and ditch companies) are generally not transferred by deed. Each company has procedures for transferring ownership. The company should be contacted to ascertain the appropriate procedures to follow. The most common procedure is for the Grantor to endorse and deliver the stock certificate to the Grantee, who then presents that certificate to company for issuance of a new certificate in the Grantee’s name....Each company also defines how much water is associated with a particular share and what fees and assessments are charged”

Summary from page 2, paragraph 4 of “Water Deed Addendum” accessed 7/14/2022

<https://www.waterrights.utah.gov/wrinfo/forms/WaterDeedAddendum.pdf>

# Water Shares

- Water Stock/Canal Companies
- [https://www.waterrights.utah.gov/canalinfo/canal\\_owners.asp](https://www.waterrights.utah.gov/canalinfo/canal_owners.asp)
- <https://www.waterrights.utah.gov/forms/water> Companies.asp

Utah.gov Services Agencies Search Utah.gov

## Utah Division of Water Rights

**WATER RIGHTS Water Companies PROGRAM** [GET COUNTIES](#) [GET COMPANIES](#)

Company Name: Hights Creek Irrigation Company  
 County 1: Davis County 2:  
 County 3: County 4:  
 Water Right Area: 31 Irrigated Acreage: acres  
 Source: WAITING FOR NEW INFO

Total Number of Shares In Company: 0 per Share Value Diversion: 0 acft  
 Company Period of Use: per Share Value Irrigation: acres  
 per Share Value Depletion: acft

**Company Comments:**  
 No Comments

**Company Contacts from Old System:**  
 These Company Contacts are from our old system and may or may not be accurate!!! This information was last updated on Friday, May 3, 2002.  
 Over time, the Names and Addresses of the Company Officers will be updated, as that information becomes available.  
 WAITING FOR NEW INFO  
 President - Robert Pettersen 93 South Main Street, Kayville, UT 84037

**Company Contacts** (Last Updated: No Date Found)

#	Title	Name	Address	Phone	Fax	Email Address

**Company Water Rights**

#	Water Right	Appl/Claim Number	Type/Status	Priority Date	Quantity/Flow	Source	Distribution System
1	<a href="#">31-4882</a>	D0870	Diligence Claim	Jun 1973	13 cfs OR 2887 acft	Hights Creek	

**Share Statements** Total: 0

#	Water Right	Date Created	Latest Change	Priority of Change	Status of Change	Share Holder	Quantity/Flow	Source (Hereafter Source of Change, if exists; else Current Source of Share Statement)	Shares	Diverging Works

**Exchanges** Total: 0

#	Date Created	Exchange	Priority Date	Status of Exchange	Applicant	Quantity/Flow	Source	Shares	Diverging Works

Totals: Shares 0  
 Balance of Shares for future Share Statements/Exchanges:

**Supplemental Water Rights (Total: 6)**

#	Water Right	Appl/Claim Number	Type/Status	Priority Date	Quantity/Flow	Source
1	<a href="#">31-2448</a>	A19000	Certified	Aug 16, 1947	0.074 cfs	Underground Water Well
2	<a href="#">31-2800</a>	D88	Certified	1903	36 acft	Barton's Pond
3	<a href="#">31-2888</a>	U2873	Water User's Claim	1985	0.122 cfs	Underground Water Well
4	<a href="#">31-2810</a>	A33718	Water User's Claim	Mar 27, 1988	3 cfs	Underground Water (Drains)
5	<a href="#">31-2811</a>	A33718	Water User's Claim	Mar 27, 1988	0.6 cfs	Underground Water (Drains)
6	<a href="#">31-4889</a>	A82510	Approved	May 18, 1997	6 cfs	Barton's Pond

Utah Division of Water Rights | 1594 West North Temple Suite 220, P.O. Box 148300, Salt Lake City, Utah 84114-8300 | 801-538-7240  
[Utah.gov](#) | [Natural Resources](#) | [Contact](#) | [Terms of Use](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Translate Utah.gov](#)

# Unanswered water questions from P&S Agreement

- Is there a transfer or ongoing cost (One time?, Yearly?, Monthly?) for accessing culinary (domestic) or irrigation water?
- How is the water accessed?
- Is the well or irrigation water on located on the sale property?
  - If not, where is it?
  - How do I access the water?
    - Is there something formal like a recorded easement or right of way?
- How much is that cost or transfer fee?
  - Does the buyer have to pay that fee? (Yes)
  - Who gets the money?
  - How specifically will the shares or rights get transferred

ADDENDUM/COUNTEROFFER NO. \_\_\_\_\_ TO PURCHASE AGREEMENT

ADDENDUM  COUNTEROFFER to that PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE (the "PSA") with a Reference Date of \_\_\_\_\_, including all other Addenda and Counteroffers thereto, between Buyer and Seller (as described in the Fundamental Terms) pertaining to the following Property: \_\_\_\_\_

The following terms constitute an addendum (the "Addendum") to the specified terms in the PSA or identified Addendum.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the extent the provisions of this Addendum/Counteroffer modify or conflict with any provisions of the PSA or any other prior Addenda or Counteroffer, the provisions of this Addendum/Counteroffer shall control. All other provisions of the PSA and all other Addenda and Counteroffers not modified by this Addendum/Counteroffer shall remain in full force and effect; provided, however, that to the extent the provisions of any Addendum conflict with the provisions of any other Addendum, the Addendum most recently executed by all of the parties will control.

Buyer or Seller, as applicable, shall have until 5:00 P.M. Mountain Time on \_\_\_\_\_ to accept, reject, and deliver, this addendum.

\_\_\_\_\_  
(Signature of Authorized Signer) (Print Name of Authorized Signer) (Date)

\_\_\_\_\_  
(Signature of Authorized Signer) (Print Name of Authorized Signer) (Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE:  Seller  Buyer ACCEPTS the foregoing ADDENDUM.

COUNTER OFFER:  Seller  Buyer presents as a COUNTER OFFER the terms of the attached Addendum No. \_\_\_\_.

REJECTION:  Seller  Buyer REJECTS the foregoing ADDENDUM.

\_\_\_\_\_  
(Signature of Authorized Signer) (Print Name of Authorized Signer) (Date)

\_\_\_\_\_  
(Signature of Authorized Signer) (Print Name of Authorized Signer) (Date)

# Sample Water Share Transfer Language for REPC & P&S Agreement

1. The following water shares (**water share description, stock no, amount of shares**) from (**Share Company Name**) are (**included with or excluded from**) the sale.

IF INCLUDED:

2. Water shares will be transferred at closing by: \_\_\_\_\_ (**insert process for share transfer**)

3. Buyer to pay water share transfer fee



# Sample Language for Addendum- Water Rights

1. The following water rights are **included** or **excluded** from the sale (Water Right Number).

## **IF INCLUDED:**

2. Seller to transfer water with Water Rights Addendum to Land Deeds
3. Buyer to complete Report of Water Right Conveyance following closing
4. **The well and well equipment are (included or excluded) from the sale and will be conveyed by bill of sale: (description of equipment type/location/use of equipment)**

# Water Share Diligence Questions

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- How are the shares transferred?
- Water quality?
- What can you do with the shares? (Culinary, Irrigation, Livestock, et.)
- Quantity? How much water is being transferred?
- How is the water accessed? Is water accessible on the sale parcel?
- When and where can the water be used?
- Are the shares appurtenant to the property?
- What are the transfer fees and ongoing costs?
- Additional responsibilities of shareholders?



# Buyer Due Diligence (Form 12)

**13. WATER:** Buyer is advised to consult with the water service provider for the Property and with other appropriate professionals regarding the source, quality, and availability of water for the Property; and regarding all applicable fees and costs (including, without limitation, connection fees, stand-by fees and service fees), use and regulatory restrictions, and ownership of water rights and water system. Depending upon the location of the Property, the water service provider, and climate conditions, water service to the Property may be interrupted. A well and well system may require inspection. Buyer is further advised that, depending upon the location of the Property, State and local laws may impose specific requirements regarding the source, the capacity, and the quality of water that will service new plat or building permit applications. Such water-related laws may directly impact Buyer's ability to develop the Property and/or obtain a building permit for any improvements to the Property. Buyer is advised to consult directly with applicable State and local authorities, and with legal counsel, regarding the content and potential affect of such water-related laws.

## BUYER DUE DILIGENCE CHECKLIST

This is a legally binding document. If not understood, consult an attorney.

THIS BUYER DUE DILIGENCE CHECKLIST is provided by \_\_\_\_\_ (the "Company"), including \_\_\_\_\_ (the "Agent") to \_\_\_\_\_ (the "Buyer") in connection with the purchase of any property.

### NOTICE FROM COMPANY

Buyer is advised that the Company and its agents are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide Buyer with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Company and its agents strongly recommend that in connection with any offer to acquire any property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of a property. BUYER IS ADVISED NOT TO RELY ON THE COMPANY, OR ON ANY AGENTS OF THE COMPANY, FOR A DETERMINATION REGARDING THE PHYSICAL OR LEGAL CONDITION OF A PROPERTY. The following is a general listing of issues that Buyer should consider in evaluating any property. This is not intended to be a comprehensive list of all issues that may be relevant in Buyer's evaluation of a specific property. This document is, however, intended to direct Buyer's attention to a number of issues that are commonly considered important in the evaluation of any property.

**1. BUILDING CODE/ZONING COMPLIANCE:** Buyer is advised to consult with local zoning officials to assure that Buyer's intended use of a property (including, but not limited to, rental and business uses, construction of new improvements and/or the remodel of existing improvements) will comply with local zoning requirements and with any recorded restrictive covenants and conditions. Buyer should determine whether a certificate of occupancy has been issued for a property and if such certificate is available for inspection. Buyer is also advised to make inquiry at the local building department to determine if building permits and final inspections were obtained for any remodel work at a property, if applicable. Buyer acknowledges that the Company should not be relied upon for any determination as to any past, present or future building code or zoning restrictions or violations, or as to the suitability of a property for Buyer's intended use.

**2. RENTAL OF PROPERTY:** If Buyer intends to use a property as a rental, Buyer is advised to consult with local zoning officials and to review any applicable restrictive covenants to determine that rental of a property is a legal use, and does not violate any restrictive covenants. Buyer is also advised to consult with local governmental authorities to determine whether a business or other license is required in order to use a property as a rental. Buyer acknowledges that the Company should not be relied upon for any determination as to whether rental of a property is a legal or permitted use.

**3. HAZARDOUS WASTE AND TOXIC SUBSTANCES:** Buyer is advised to consult with appropriate professionals regarding the possible existence of hazardous wastes and toxic substances on a property, including, but not limited to, asbestos, radon gas, lead and lead-based paint, and contamination of a property from the use, storing or manufacturing of any illegal substances including, methamphetamines. Buyer is advised that a variety of federal laws can place strict liability on property owners for hazardous waste management and cleanup of hazardous substances. Buyer is advised of Buyer's obligation to make appropriate inquiries ("due diligence") into past uses of a property to ascertain the possible existence of hazardous wastes or toxic substances. Buyer acknowledges that the Company should not be relied upon for any determination as to the existence of any hazardous wastes or toxic substances.

**4. RADON GAS:** The EPA and the Surgeon General have linked exposure to elevated radon levels to an increased risk of developing lung cancer. The Buyer is advised to consult with appropriate professionals to determine if elevated levels of radon gas exist in a property. Additional information regarding radon is available from the state of Utah at [radon.utah.gov](http://radon.utah.gov) and the EPA at [epa.gov/radon/](http://epa.gov/radon/).

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# Buyer Due Diligence (Form 12) – Speed Read Version

Buyer advised to **consult** with the **water service provider** and with **other appropriate professionals** regarding:

- **Source, Quality & Availability** of water for the Property
- Applicable **fees** and **costs**
- Use and regulatory **restrictions**
- **Ownership of water rights and water system**
- Water service to the Property may be interrupted.
- A **well** and **well system** may require **inspection**.
- State and local laws may impose specific requirements regarding the **source**, the **capacity**, and the **quality** of water that will service new plat or building permit applications.
- Such water-related laws **may directly impact** Buyer's ability to develop the Property and/or obtain a **building permit for any improvements** to the Property.
- **Consult directly with** applicable State and local **authorities**, and with **legal counsel**, regarding the **content and potential affect** of such water-related laws.

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# Buyer Due Diligence (Form 12)

## – Super Speed-Read Version

Consult water service provider & other appropriate professionals about

1. Source, Quality & Availability
2. Fees, Costs & Restrictions

Resolve ownership of water rights *and* the water system

Wells & well systems require inspection.

State and Local laws govern Source, capacity, quality or water

Those laws directly impact building permit for any improvements

Consult directly with authorities, & legal counsel about content and potential affect of water laws

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**ASSETS**

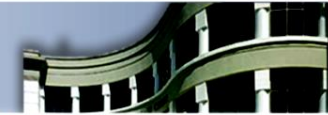


**LIABILITIES**



# Abstract- Definition

- A compilation of recorded documents that *may* affect real property
  - Sometimes called a property history, or chain of title, title chain
- Generally, contains ownership and parcel lien history
  - Remember, not all liens have to be recorded
- Abstracted documents may or may not affect the property
  - You must analyze the document to know for sure



## WEBER COUNTY RECORDER

### ABSTRACT OF TITLE

12/14/2022

PARCEL NUMBER: 25-003-0009

Prior Parcel Numbers:

OWNER: SLAMA, CALEB JAMES

ADDRESS: 4349 S 225 E

TAX UNIT

WASHINGTON TERRACE UT 844055628

24

LEGAL DESCRIPTION: ORIG ACRES: 0

THE SOUTHERLY 33 FEET OF LOT 10, AND THE NORTHERLY 30 FEET OF LOT 11, BLOCK 3, PARCEL A, AMENDED PLAT, WASHINGTON TERRACE WEBER COUNTY, UTAH.

Grantor/ Grantee	Kind of Document Consideration	Time Period Entry #	Book-Page Doc Date	Record Date	Time Release	Abstract Date Entry Ref
HOME ABSTRACT & TITLE CO TR	RECON		1435-1925		12:18	
GEDDES, JOHN S & WF AKA	\$0.00	895003	10/24/1983	14-NOV-1983	1223-0298	
GEDDES, JOHN STANFORD & WF	TRUST DD		1467-2223		11:02	
AMERICA FIRST CR UN ETAL	\$27,000.00	937584	05/14/1985	17-MAY-1985	-	
AMERICA FIRST CR UN	REQ FOR NTC		1467-2228		11:03	
WHOM IT MAY CONCERN	\$0.00	937585	05/14/1985	17-MAY-1985	1129-0287	
GEDDES, JOHN STANFORD & WF	TRUST DD		1494-0100		12:16	
AMERICA FIRST CR UN ETAL	\$49,500.00	974640	07/07/1986	08-JUL-1986	-	
HOME ABSTRACT & TITLE CO TR	RECON		1497-2503		03:39	
GEDDES, JOHN STRATFORD & WF	\$0.00	980572	08/22/1986	29-AUG-1986	1467-2223	
AMERICA FIRST CR UN	ASGNMT		1498-0276		09:41	
GOLDOME REALTY CR CORP	\$0.00	981006	07/17/1986	04-SEP-1986	1494-0100	
FIRST INTERSTATE BANK FKA	RECON		1498-2191		02:28	
GEDDES, JOHN STANFORD & WF	\$0.00	982011	08/26/1986	12-SEP-1986	1129-0287	
GEDDES, JOHN STANFORD & WF	TRUST DD		1636-0702		12:12	
FIRST SEC BK OF UT ETAL	\$49,612.00	1190712	08/24/1992	28-AUG-1992	-	
KEYCORP MTG INC FKA ETAL	SUB TR RECON		1641-2058		12:03	
KEY BK OF UT ETAL	\$0.00	1197524	09/15/1992	22-OCT-1992	1494-0100	
FIRST SEC BK OF UT	ASGNMT		1664-0293		10:03	
COUNTRYWIDE FUNDING CORP	\$0.00	1226655	04/28/1993	19-MAY-1993	1636-0702	
GEDDES, JOHN STANFORD ETAL	TRUST DD		1715-0501		12:01	
AMERICA FIRST CR UN ETAL	\$5,812.22	1290861	05/07/1994	10-MAY-1994	-	
AMERICA FIRST CR UN	REQ FOR NTC		1715-0506		12:02	
WHOM IT MAY CONCERN	\$0.00	1290862	//	10-MAY-1994	-	
GEDDES, JOHN STANFORD ETAL	TRUST DD		1779-2188		03:20	
AMERICA FIRST CR UN ETAL	\$14,000.00	1373180	11/11/1995	13-NOV-1995	-	
AMERICA FIRST CR UN	REQ FOR NTC		1779-2193		03:21	
WHOM IT MAY CONCERN	\$0.00	1373181	//	13-NOV-1995	1636-0702	
BLACKBURN, TIMOTHY W TR	RECON		1783-0628		12:48	
GEDDES, JOHN STANFORD ETAL	\$0.00	1377452	//	07-DEC-1995	1715-0501	
GEDDES, JOHN STANFORD ETAL	TRUST DD		1820-0150		04:03	
AMERICA FIRST CR UN ETAL	\$24,000.00	1422708	08/06/1996	08-AUG-1996	-	
AMERICA FIRST CR UN	REQ FOR NTC		1820-0154		04:04	
WHOM IT MAY CONCERN	\$0.00	1422709	//	08-AUG-1996	1636-0702	
BLACKBURN, TIMOTHY W TR	RECON		1827-1535		08:42	
GEDDES, JOHN STANFORD ETAL	\$0.00	1431647	//	26-SEP-1996	1779-2188	



Party	KOI	Entry Number	Book & Page	Inst.Date	Rec.Date & Time	Consideration	Vesting Doc.	See Also	XRefs (Book & Page)
BACKMAN TITLE SERVICES BACKMAN TITLE SERVICES Grantor: GOLDENWEST FEDERAL CREDIT UNION,  Grantee: GOLDENWEST FEDERAL CREDIT UNION,	REQUEST FOR NOTICE	3482478	8030-27	06/13/2022	06/14/2022 08:09	\$0.00		0	3191124
BACKMAN TITLE SERVICES BACKMAN TITLE SERVICES Grantor: HODGSON, TUCKER M Grantor: HODGSON, MICHELLE Grantee: GOLDENWEST FEDERAL CREDIT UNION,	TRUST DEED	3482477	8030-20	06/09/2022	06/14/2022 08:09	\$100,000.00		0	
BACKMAN TITLE SERVICES BACKMAN TITLE SERVICES Grantor: HODGSON, TUCKER M Grantor: HODGSON, MICHELLE Grantee: ACADEMY MORTGAGE CORPORATION, Grantee: MERS,	TRUST DEED	3191124	7357-315	09/25/2019	09/30/2019 08:49	\$307,000.00		0	3482478

# Abstract & Disclosures- How can it help?

REPC	2.2 Sale of Buyer's Property <b>(How much does your buyer owe? Is sales price reasonable?)</b>
REPC	6.1 (a) Long-Term Lease or Rental Agreements <b>(Look for recorded leases- mainly commercial properties)</b>
REPC	12.2 Changes to Legal Title & Encumbrances <b>(Abstract checked prior to recording)</b>
REPC	12.4 Long Term Lease or Rental Agreements <b>(Look for recorded leases- mainly commercial properties)</b>
Seller Disclosure- Form 10	1. A. How Long has seller owned the property <b>(Track vesting deeds/ownership)</b>
Seller Disclosure- Form 10	1. B. Was the Property being rented or leased when the Seller acquired the Property? <b>(Track vesting deeds/ownership, Look for recorded leases- mainly commercial properties)</b>
Seller Disclosure- Form 10	15. B. Are you aware of any sliding or earth movement on the Property or on any adjoining Property <landslides, falling rocks, debris or mud flows>? <b>(Search recorded documents, find dedicated plat recording information)</b>
Seller Disclosure- Form 10	1. C. During the time the Seller has owned the property has the Property ever been rented or leased? <b>(Track vesting deeds/ownership, Look for recorded leases- mainly commercial properties)</b>
Seller Disclosure- Form 10	3. A. Are you aware of any past or present non-conforming or illegal uses of the Property? <b>(Search recorded documents for use notice recordings, CCR's, Dedicated Plat Notes)</b>
Seller Disclosure- Form 10	15. C. Are you aware of any past or present movement, shifting, deterioration, or other problems with the walls or foundation? <b>(Search recorded documents, find dedicated plat recording information)</b>
Seller Disclosure- Form 10	22. A. Are you aware of any HOA, municipal, special improvement district or other assessments that are presently owing against the Property? <b>(Search recorded documents, find dedicated plat recording information)</b>
Seller Disclosure- Form 10	1. B. Does Seller currently occupy the Property? <b>(Some addresses listed on abstract have mailing address instead of property address)</b>
Seller Disclosure- Form 10	1. C. During the time the Seller has owned the property has the Property ever been rented or leased? <b>(Some addresses listed on abstract have mailing address instead of property address)</b>
Seller Disclosure- Form 10	3. A. Are you aware of any past or present non-conforming or illegal uses of the Property? <b>(Sometimes non-conforming/non-compliance documents are recorded)</b>
Seller Disclosure- Form 10	15. C. Are you aware of any past or present movement, shifting, deterioration, or other problems with the walls or foundation? <b>(Sometimes non-conforming/non-compliance documents are recorded)</b>
Seller Disclosure- Form 10	22. A. Are you aware of any HOA, municipal, special improvement district or other assessments that are presently owing against the Property? <b>(Search recorded documents for use notice recordings, CCR's, Dedicated Plat Notes)</b>
Seller Disclosure- Form 10	1. B. Does Seller currently occupy the Property? <b>(Some addresses listed on abstract have mailing address instead of property address)</b>





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## Seller Net Sheet

Date (yyyy/mm/dd)	<input type="text" value="07/29/2019"/>
Seller Name	<input type="text"/>
Property Address	<input type="text"/>
Sales Price	<input type="text"/>
Mortgage Payoff	<input type="text"/>
Home Equity, 2nd Mtg, other liens	<input type="text"/>
Other payoff	<input type="text"/>
Total real estate commission, percentage	<input type="text"/>

# Seller Net Sheet Example

<https://backmantitle.com/seller-net-sheet/>

# Net Sheet Commercial

Seller Net Estimate-Backman Title Services, LTD					
Estimate Date:		11/17/2016			
Property Address	3215 S Main Street, Noton, Utah				
Seller Name	Big Bob's Pipe Bending, LLC				
	Option #1	Option #2	Option #3	Option #4	
For fee estimate please fill in PINK & BLUE cells					
Sales Price	\$ 2,500,000.00	\$ 2,450,000.00	\$ 2,350,000.00	\$ 2,300,000.00	
Mortgage Payoff	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	
Additional Payoff	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	
Additional Payoff	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
Additional Payoff	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	
Additional Payoff	\$ -	\$ -	\$ -	\$ -	
Gross Equity	\$ 1,586,000.00	\$ 1,536,000.00	\$ 1,436,000.00	\$ 1,386,000.00	
Real Estate Commissions/Brokerage Fee	\$ 150,000.00	\$ 147,000.00	\$ 141,000.00	\$ 138,000.00	
Other Third Party Charges	\$ -	\$ -	\$ -	\$ -	
Owner's Policy Amount	\$ 5,870.00	\$ 5,787.00	\$ 5,622.00	\$ 5,540.00	
Settlement Fee	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	
Estimate of Property Tax Proration					
Parcel 1					
Yearly Tax Amount	\$ 5,200.00				
Month Closing (1-12)	5	\$ 2,166.67	\$ 2,166.67	\$ 2,166.67	\$ 2,166.67
Parcel 2					
Yearly Tax Amount	\$ 3,650.00				
Month Closing (1-12)	5	\$ 1,520.83	\$ 1,520.83	\$ 1,520.83	\$ 1,520.83
Parcel 3					
Yearly Tax Amount	\$ 3,232.00				
Month Closing (1-12)	5	\$ 1,346.67	\$ 1,346.67	\$ 1,346.67	\$ 1,346.67
Parcel 4					
Yearly Tax Amount	\$ 2,450.00				
Month Closing (1-12)	5	\$ 1,020.83	\$ 1,020.83	\$ 1,020.83	\$ 1,020.83
Credit for Repairs	\$ -	\$ -	\$ -	\$ -	\$ -
Final Municipal/Sewer Bills	\$ -	\$ -	\$ -	\$ -	\$ -
HOA Re-Investment Fee	\$ -	\$ -	\$ -	\$ -	\$ -
Security Deposits to Buyer (See 'Rent Roll Info' Tab)	\$ 24,725.00	\$ 24,725.00	\$ 24,725.00	\$ 24,725.00	\$ 24,725.00
Collected Rents Due to Buyer (See 'Rent Roll Info' Tab)	\$ 7,987.50	\$ 7,987.50	\$ 7,987.50	\$ 7,987.50	\$ 7,987.50
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Total Selling Costs	\$ 195,037.50	\$ 191,954.50	\$ 185,789.50	\$ 182,707.50	
Gross Equity	\$ 1,586,000.00	\$ 1,536,000.00	\$ 1,436,000.00	\$ 1,386,000.00	
Total Selling Costs	\$ 195,037.50	\$ 191,954.50	\$ 185,789.50	\$ 182,707.50	
Proceeds to Seller	\$ 1,390,962.50	\$ 1,344,045.50	\$ 1,250,210.50	\$ 1,203,292.50	

This tool is provided to help estimate some of the costs and fees associated with selling real property. Accurate real estate commissions, mortgage, loan & fee payoffs, HOA transfer fees, and other costs are subject to agreement that Backman Title Services, LTD can not control. This form does not and does not provide an accurate representation of the condition of title or issues that may affect real property. To obtain accurate information about closing costs and the condition of the title please contact a licensed representative Backman Title Services, LTD. For accurate quotes request a preliminary title report with escrow and settlement services. The title insurance rate & escrow fee quoted here are based on filings with the Utah Department of Insurance on or before April 1, 2013 and they are subject to change at any time. Rates are also subject to change based on rounding. Contact a licensed employee of Backman Title Services to stay up to date with the latest rates and fees.



Backman Title Services  
www.backmantitle.com

# Rent Rolls w/Net Sheet

	Suite/Unit Number	Current Monthly Rent	Day Rent Duc	Day of Closing	Rent Proration to Seller	Collected Rents Portion to buyer	Security Deposits
1	A	\$1,125	1	15	\$ 562.50	\$563	\$ 1,125.00
2	B	\$1,125	1	15	\$ 562.50	\$563	\$ 1,125.00
3	C	\$1,350	1	15	\$ 675.00	\$675	\$ 2,000.00
4	D	\$1,350	1	15	\$ 675.00	\$675	\$ 2,100.00
5	E	\$1,125	1	15	\$ 562.50	\$563	\$ 800.00
6	F	\$1,125	1	15	\$ 562.50	\$563	\$ 1,500.00
7	G	\$1,350	1	15	\$ 675.00	\$675	\$ 3,625.00
8	H	\$1,350	1	15	\$ 675.00	\$675	\$ 3,000.00
9	I	\$1,475	1	15	\$ 737.50	\$738	\$ 2,500.00
10	J	\$1,475	1	15	\$ 737.50	\$738	\$ 750.00
11	K	\$1,550	1	15	\$ 775.00	\$775	\$ 3,000.00
12	L	\$1,575	1	15	\$ 787.50	\$788	\$ 3,200.00
13		\$0	1	15	\$ -	\$0	\$ -
14		\$0	1	15	\$ -	\$0	\$ -
15		\$0	1	15	\$ -	\$0	\$ -
16		\$0	1	15	\$ -	\$0	\$ -
17		\$0	1	15	\$ -	\$0	\$ -
18		\$0	1	15	\$ -	\$0	\$ -
19		\$0	1	15	\$ -	\$0	\$ -
20		\$0	1	15	\$ -	\$0	\$ -
21		\$0	1	15	\$ -	\$0	\$ -
22		\$0	1	15	\$ -	\$0	\$ -
23		\$0	1	15	\$ -	\$0	\$ -
24		\$0	1	15	\$ -	\$0	\$ -
25		\$0	1	15	\$ -	\$0	\$ -
26		\$0	1	15	\$ -	\$0	\$ -
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36		\$0	1	15	\$ -	\$0	\$ -
37		\$0	1	15	\$ -	\$0	\$ -
38		\$0	1	15	\$ -	\$0	\$ -
39		\$0	1	15	\$ -	\$0	\$ -
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49		\$0	1	15	\$ -	\$0	\$ -
50		\$0	1	15	\$ -	\$0	\$ -
51		\$0	1	15	\$ -	\$0	\$ -
52		\$0	1	15	\$ -	\$0	\$ -
53		\$0	1	15	\$ -	\$0	\$ -
54		\$0	1	15	\$ -	\$0	\$ -
55		\$0	1	15	\$ -	\$0	\$ -
56		\$0	1	15	\$ -	\$0	\$ -
57		\$0	1	15	\$ -	\$0	\$ -
58		\$0	1	15	\$ -	\$0	\$ -
59		\$0	1	15	\$ -	\$0	\$ -
60		\$0	1	15	\$ -	\$0	\$ -
		\$15,975			\$ 7,987.50	\$7,988	\$ 21,725.00

**REISSUE**

concur verb  
to happen at the  
Latin con- together

**concurrent** *adj*

neously. 2 of lines

common point.

# What is a Closing Protection Letter?

The lender's policy is issued as an indemnification related to borrower covenants and insures the lender's desired lien position. The policy is mainly provided to insure against defects and liens from the past. A lender's policy is only issued after a loan has funded and recorded and the effective date is based on when the deed of trust is recorded.

A CPL gives the insured extra coverage for events that may happen before, during and after settlement. While protection for the lender's begins after the securing document is recorded, coverage from the CPL becomes effective upon the delivery of the title commitment.

A CPL is also different because the underwriter insures the lender against actions of their title agency. Lenders request CPL's because the actions of a title agency prior to the issuing of the policy can affect the ability to enforce a lien. It is also true that some agency actions can also put a lender's funds at risk.

When the CPL is issued the underwriter backs up actions made by an individual title agent. Among other things, and subject to certain exclusions, the underwriter indemnifies against certain actions or inactions of its title agent, such as the following:

- 1- Fail to comply with a lender's written closing instructions
- 2- Fail to properly record documents
- 3- Act in a negligent or fraudulent way

There are several types of owner's & lender's policies, each with specific coverages & exclusions



## HOMEOWNER'S POLICY OF TITLE INSURANCE

For a one-to-four family residence

ISSUED BY: **ALLIANT NATIONAL TITLE INSURANCE COMPANY**

POLICY NUMBER:

### OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between You and Us.

It applies only to a one-to-four family residence and only if each insured named in Schedule A is a Natural Person. If the Land described in Schedule A of the Policy is not an improved residential lot on which there is located a one-to-four family residence, or if each insured named in Schedule A is not a Natural Person, contact Us immediately.

The Policy insures You against actual loss resulting from certain Covered Risks. These Covered Risks are listed beginning on page 3 of the Policy. The Policy is limited by:

- Provisions of Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions On Page 4
- Exclusions on page 5
- Conditions on pages 5 and 6.

You should keep the Policy even if You transfer Your Title to the Land. It may protect against claims made against You by someone else after You transfer Your Title.

**IF YOU WANT TO MAKE A CLAIM, SEE SECTION 3 UNDER CONDITIONS ON PAGE 5.**

The premium for this Policy is paid once. No additional premium is owed for the Policy.

This sheet is not Your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail Your rights and obligations and Our rights and obligations. Since the Policy--and not this sheet--is the legal document,

**YOU SHOULD READ THE POLICY VERY CAREFULLY.**

If You have any questions about Your Policy, contact:

**ALLIANT NATIONAL TITLE INSURANCE COMPANY**  
1831 Lefthand Circle, Suite G  
Longmont, CO 80501



# Owner's Policy Types



## 1. Standard or Basic Owner's Policy

<b>1</b>	Someone else owns an interest in your title	X
<b>2</b>	A document is not properly signed	X
<b>3</b>	Forgery, Fraud, Duress	X
<b>4</b>	Defective recording of any document	X
<b>5</b>	There are restrictive covenants	X
<b>6</b>	There is a lien on your title because there is: a) a deed of trust, b) a judgment tax of special assessment, c) a charge by the Homeowners Association	X
<b>7</b>	Title is unmarketable	X

- Available for Commercial & Residential Transactions (underwriter approval necessary in some cases.)
- **Default policy for land, new construction, metes and bounds parcels.**
- Standard Exceptions (1-8) are not deleted (off record risks).
- Mechanic Lien coverage not included.



# Land REPC

 **REAL ESTATE PURCHASE CONTRACT FOR LAND**   
This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.  
EARNEST MONEY RECEIPT

Buyer \_\_\_\_\_ offers to purchase the Property described below and hereby delivers to the Brokerage, as Earnest Money, the amount of \$ \_\_\_\_\_ in the form of \_\_\_\_\_ which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Received by: \_\_\_\_\_ on \_\_\_\_\_ (Date)  
(Signature of agent/broker acknowledges receipt of Earnest Money)

**6. TITLE INSURANCE.** At Settlement, Seller agrees to pay for a **standard-coverage owner's policy of title insurance** insuring Buyer in the amount of the Purchase Price. **Any additional title insurance coverage shall be at Buyer's expense.**

required by this Contract, by the Lender, by written escrow instructions or by applicable law, (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(c), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (i) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (ii) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four calendar days of Settlement.

**4. POSSESSION.** Seller shall deliver physical possession to Buyer within:  Upon Closing  Other (specify) \_\_\_\_\_

Page 1 of 5 pages Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

# New Construction REPC

**REAL ESTATE PURCHASE CONTRACT FOR RESIDENTIAL CONSTRUCTION**

**6. TITLE INSURANCE.** Unless Buyer owns the Lot on the date of Acceptance Seller agrees to pay at Settlement for a **standard-coverage owner's policy of title insurance** insuring Buyer in the amount of the Purchase Price. Buyer acknowledges **that additional title insurance coverage against mechanic's liens may be available, at Buyer's expense**, through an extended coverage or plain language title policy. Buyer is advised to consult with a title insurance company during Buyer's Evaluations & Inspections regarding the availability and cost of such coverage.

# Settlement vs. Closing Commercial



Utah Association  
of REALTORS®

## COMMERCIAL REAL ESTATE PURCHASE CONTRACT



This is a legally binding contract. It has been prepared by the Utah Association of REALTORS® for the use of its members only. In their transactions with clients and customers, Parties to this Commercial Real Estate Contract ("Contract") may agree, in writing, to alter or delete provisions of this contract. Seek advice from your attorney or tax advisor before entering into a binding contract.

### EARNEST MONEY RECEIPT

pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in *Section 24(c)*, unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. For purposes of this Contract, "Closing" means that: (i) Settlement has been completed; (ii) the proceeds of any new loan have been delivered by the lender to Seller or to the escrow/closing office; and (iii) the applicable Closing documents have been recorded in the office of the county recorder.

On \_\_\_\_\_  
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\$ \_\_\_\_\_  
3. S \_\_\_\_\_  
date \_\_\_\_\_

## 6. TITLE TO PROPERTY & TITLE INSURANCE.

(a) Seller represents that Seller has fee simple title to the Property and will convey good and marketable title to Buyer at Closing by:  **GENERAL WARRANTY DEED**  **SPECIAL WARRANTY DEED**, free of financial encumbrances except as provided under *Section 10.1*.

(b) At Settlement, Seller agrees to pay for a **standard-coverage owner's policy of title insurance** insuring Buyer in the amount of the Purchase Price. The title policy shall conform with Seller's obligations under *Section 10.1* and with the *Commitment for Title Insurance* as agreed to by Buyer under *Section 8*.

(c)  **BUYER ELECTS TO OBTAIN A FULL-COVERAGE EXTENDED ALTA POLICY OF TITLE INSURANCE.** The cost of this coverage (**including the ALTA survey**), above that of the standard-coverage Owner's policy, shall be paid for at Settlement by:  **BUYER**  **SELLER**  **OTHER** \_\_\_\_\_.

(a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each

Page 1 of 6      Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

(c)  **IS**  **IS NOT** conditioned upon Buyer's approval of a survey of the *Property* by a licensed surveyor ("Survey");  
(d)  **IS**  **IS NOT** conditioned upon Buyer's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the *Property*; and any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the *Property*;

**PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE**

This is a legally binding contract. This form has been prepared by counsel for the Utah CCIM Chapter. Parties to this Purchase and Sale Agreement for Commercial Real Estate (the "PSA") may agree, in writing, to alter or delete provisions of this PSA. All such changes should be reflected in an Addendum. The body of this PSA should not be modified. Seek advice from your attorney and tax advisor before entering into a binding contract.

**FUNDAMENTAL TERMS OF OFFER TO PURCHASE  
COMMERCIAL OR MULTI-FAMILY PROPERTY**

"REFERENCE DATE": \_\_\_\_\_

**"DEED":**     General Warranty Deed  Special Warranty Deed  Other \_\_\_\_\_

**"TITLE POLICY":**     Standard Coverage  Extended Coverage

**"PURCHASE PRICE":** \$ \_\_\_\_\_

**"EARNEST MONEY DEPOSIT":** \$ \_\_\_\_\_ in the form of:  Wire Transfer  Buyer's Check to be deposited with  Buyer's Brokerage  Title Company/Escrow Agent  Other \_\_\_\_\_. Buyer agrees to deliver the Earnest Money Deposit no later than four (4) calendar days after Acceptance (as defined in Section 23). The Brokerage or Other depository shall deposit the Earnest Money into the Real Estate Trust Account no later than four (4) calendar days from receipt.

**"SELLER DISCLOSURE DEADLINE":**            (Date) \_\_\_\_\_

**"DUE DILIGENCE DEADLINE":**                (Date) \_\_\_\_\_

**"SETTLEMENT DEADLINE":**                    (Date) \_\_\_\_\_

"SELLER DISCLOSURE DEADLINE":            (Date) \_\_\_\_\_

"DUE DILIGENCE DEADLINE":                (Date) \_\_\_\_\_

"SETTLEMENT DEADLINE":                    (Date) \_\_\_\_\_

"SELLER'S AGENT": \_\_\_\_\_

"SELLER'S BROKERAGE": \_\_\_\_\_

"BUYER'S AGENT": \_\_\_\_\_

"BUYER'S BROKERAGE": \_\_\_\_\_

"MEDIATION": Seller and Buyer  DO  DO NOT elect to mediate in accordance with the provisions of Section 15. [check box]

ADDITIONAL TERMS: There  ARE  ARE NOT addenda to this PSA containing additional terms. If there are, the terms of the following (each, an "Addendum" or collectively, the "Addenda") are incorporated into this PSA by this reference: [check box]

Seller Financing  Financing Contingency  ALTA Survey  Assumption of Financing  Other Addendum

# ALTA Extended Owner's Policy

Coverage		ALTA Standard	ALTA Extended Owner's
1	Someone else owns an interest in your title	X	X
2	A document is not properly signed	X	X
3	Forgery, Fraud, Duress	X	X
4	Defective recording of any document	X	X
5	There are restrictive covenants	X	X
6	There is a lien on your title because there is: a) a deed of trust, b) a judgment tax of special assessment, c) a charge by the Homeowners Association	X	X
7	Title is unmarketable	X	X
8	Mechanic's lien protection		X
9	Unrecorded liens by a homeowner's association		X
10	Unrecorded easements		X
11	Rights under unrecorded leases, contracts, or options		X

## Things to remember

1. Underwriters Require an ALTA survey



# ALTA Survey

- Minimum Standards for ALTA Surveys were first established in 1962
- ALTA specifies the data to be shown on the survey and this includes boundary lines, location of the main building including improvements, location of ancillary buildings, the identification of easements (access rights by service companies such as water, gas, telephone, railways and other utilities).

<http://www.landsurveyors.com/resources/definition-of-an-alta-survey/>



# ALTA Extended Owner's Policy - things to remember

- Underwriters require an ALTA survey
- The standard exceptions may be deleted
- The cost is higher than a standard policy (usually ~150% of a standard policy)



# Owner's Policy Types- ALTA Extended Owner's Policy

## STANDARD EXCEPTIONS

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
3. Easements, liens, encumbrances, or claims of easements, liens or encumbrances 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. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof, Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes, water rights, or claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, or garbage.
8. 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.





ALTA COMMITMENT FOR TITLE INSURANCE

Issued by: Alliant National Title Insurance Company

ALLIANT NATIONAL TITLE INSURANCE COMPANY, INC.

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.: Issuing Agent: Backman Title Services, Ltd. (77) Issuing Agent License Number: 4426 Issuing Office: Tucker Issuing Office's ALTA® Registry ID: 0123457 Loan ID Number: Issuing Office File Number: 2024-10287 Property Address: 831 Shannon Road, Kaysville, Utah 84037 Revision Number:

- 1. Commitment Date: March 25, 2024 at 7:45 a.m.
2. Policy or Policies to be issued: (a) 2021 ALTA® Homeowner's Policy Proposed Insured: Tucker M Hodgson Proposed Amount of Insurance: \$352,000.00 (b) 2021 ALTA® Expanded Coverage Residential Loan Policy Proposed Insured: McKay Lending Group, LLC Proposed Amount of Insurance: \$202,000.00 (c) 2021 ALTA® Loan Policy Proposed Insured: Proposed Amount of Insurance:
3. The estate or interest in the land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in McKay Boothe and, as disclosed in the Public Records, has been since August 8, 2019.
5. The Land is described as follows: SEE ATTACHED LEGAL DESCRIPTION

STATEMENT OF CHARGES
These charges are due and payable before a Policy can be issued.
Owners Premium (Reissue) \$1,468.00
Lenders Premium \$790.00
(Endorsement Forms 4, 9, 22, and 8.1 included in the Policy Jacket)



ALTA COMMITMENT FOR TITLE INSURANCE

Issued by: Alliant National Title Insurance Company

Order Number: 7-999432

SCHEDULE A - Legal Description

Unit 219, Phase II of Wheesy Meadow Estates Townhomes, an Expandable Condominium Project, as the same is identified in the recorded Survey Map in Utah County, Utah, as Entry No. 99999, and Map Filing No. 9999-999, (as said Record of Survey may have heretofore been amended or supplemented) and in the Declaration of Condominium recorded in Utah County, Utah, as Entry No. 9999, in Book 9999, at Page 999, (as said Declaration may have heretofore been amended or supplemented).

Together with the undivided interest in said Project's Common Areas as established in the Declaration of Condominium and allowing for periodic alteration both in the magnitude of said undivided interest and in the composition of the Common Areas and Facilities to which said interest relates.

Parcel No.: 99-999-9999





Order Number: 7-999432

**SCHEDULE B, PART 1 – Requirements**

The following are the requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. OBTAIN AND RECORD a Warranty Deed from the vestees herein to the proposed insured.
6. OBTAIN AND RECORD a Trust Deed to secure your loan.
7. Upon compliance with the Company's underwriting requirements Items 1 – 8 on Schedule B-2 will be deleted on an ALTA Expanded Coverage Residential Loan Policy and Homeowner Policy.
8. Verify the existence of a homeowners association, and if one exists, that all dues are current.
9. PAYMENT of any transfer/reinvestment fees that are due.
10. Advise the company of any planned, newly commenced, or unfinished construction. If such exists, do the following:
  - a. Search the State Construction Registry for any filed Preliminary Notices and require any parties who have so filed to sign a "Receipt of Full Payment" through recording of construction documents.
  - b. Collect the filing fee and file with the State Construction Registry a Notice of Construction Loan.
  - c. Issue an SCR Endorsement on the loan policy.
11. UPON searching the records, it was found that there are several matters of record against persons with names similar to that of TUCKER M. HODGSON. A Statement of Identity will be required to complete a judgment, federal tax lien and bankruptcy search. Said Statement must be delivered to the Company prior to closing, and this commitment remains subject to additional requirements, which may be made at such time as said judgment, federal tax lien and bankruptcy search is completed.
12. Delivery to the Company of a copy of the Declaration of Trust, and any amendments thereto, identified as THE TUCKER M. HODGSON TRUST DATED APRIL 18, 2024, wherein JTUCKER M. HODGSON is named as Trustee. The Title Commitment will be subject to such further requirements as appear necessary after such delivery.
13. Regarding "TUCKER M. HODGSON", a limited liability company domiciled in the State of Utah, provide the Company with:
  - A. A copy of its "Articles of Organization" or "Certificate of Organization" or similar organizing document and all amendments thereto;
  - B. A copy of a duly executed "Operating Agreement" and all amendments thereto;
  - C. A copy of its most current "Statement of Authority", State-certified if filed with the State.



Order Number: 7-999432

**SCHEDULE B, PART 1 – Requirement - Continued**

The following are the requirements must be met:

1. OBTAIN AND RECORD an Easement for ingress and egress along the course of an established driveway, over and across the Northerly portion of property located to the South, known as Parcel 11-043-0219.
2. The Company may assist with but will not insure any transfer, right or title to water rights.
3. OBTAIN A RELEASE OF FEDERAL TAX LIEN EXECUTED BY INTERNAL REVENUE SERVICE:  
Notice of Federal Tax Lien Under Internal Revenue Laws: U.S.A. vs.: TUCKER M. HODGSON  
Serial No.: 388ZA04895  
Amount: \$50,367.40  
I.D. No.: XXX-XX-Z3A7  
Recorded: November 11, 2016  
Entry No.: 5201170  
Book/Page: 3782/6997
4. OBTAIN A SATISFACTION OF TAX WARRANT, EXECUTED BY THE STATE OF UTAH, BY THE AGENCY NAMED OF:  
Warrant in Favor of The State of Utah:  
Plaintiff: Utah State Tax Commission  
Against: TUCKER M. HODGSON (XX88)  
Amount: \$4,328.52 plus penalties and interest  
Entered: July 2, 2019  
Civil/Case No.: 270045319
5. OBTAIN A RECONVEYANCE, EXECUTED BY THE TRUSTEE OF:  
A Deed of Trust, and the terms and conditions thereof: Stated Amount: \$196,000.00  
Truster: TUCKER M. HODGSON  
Trustee: America First Federal Credit Union  
Beneficiary: America First Federal Credit Union  
Dated: August 14, 2019  
Recorded: August 17, 2019  
Entry No.: 2834159  
Book/Page: 1703/457
6. The Company may assist with but will not insure any transfer, right or title to water rights.





Order Number: 7-999432

**SCHEDULE B, PART II – Exceptions**

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I— Requirements are met.
2. Right or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
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 of 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, or special assessments, if any, not shown as existing liens by the Public Records.
9. Lien of [taxes](#), not yet due and payable:  
Year: 2024  
Parcel No.: 55-999-9999  
Prior year: 2023 Paid  
Amount: \$1,873.76
10. The land described herein is located within the boundaries of Provo City and is subject to any assessments levied thereby. For current status please call (801) 852-6820. Mail payments to 1377 South 350 East, Provo, Utah 84606.
11. Easements, setbacks, notes, and restrictions, as shown on the subdivision plat:  
Recorded: May 28, 1997  
Entry No.: 99999  
Book/Page: 55/393
12. All non-exclusive and exclusive easements and rights of ways which affect the Common Area, and which are appurtenant to the subject property, filed of record in the Recorder's Office of said County.

13. Easement, and the terms and conditions thereof:  
Grantee: Wheesy Park Development,  
Recorded: LLC  
Entry No.: August 3, 1995  
Book/Page: 99999  
9999/999

14. Easement Agreement, and the terms and conditions thereof:  
Recorded: August 14, 1995  
Entry No.: [52708](#)  
Book/Page: 3742/678

15. Terms, provisions, covenants, conditions and restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions, but omitting any covenant, condition or restrictions, if any based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons:  
Recorded: October 18, 1995  
Entry No.: 99999  
Book/Page: 9999/999

**Assignment of Declarant's Rights:**

Recorded: February 14, 1997  
Entry No.: 99999  
Book/Page: 9999/999

**Amended Covenants:**

Recorded: May 28, 1997  
Entry No.: 99999  
Book/Page: 9999/999

**Amended Covenants:**

Recorded: October 1, 1998  
Entry No.: 99999  
Book/Page: 9999/999

Contains provision for continuing assessment liens, compliance should be checked by contacting the homeowners association.

16. Easement Agreement, and the terms and conditions thereof:  
Recorded: May 13, 1997  
Entry No.: [99999](#)  
Book/Page: 999/999

17. Easement, and the terms and conditions thereof:  
Grantee: Mountain Fuel Supply Company  
Purpose: Right of way and easement 8 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace, pipelines, valves, valve boxes and other gas transmission and distribution facilities.  
Recorded: September 8, 1997  
Entry No.: [69774](#)  
Book/Page: 4371/408



# Schedule A - Encumbrances

1. **Effective Date:** This is the date when the title commitment is issued, and it is the date from which the information in the commitment is valid.
2. **Proposed Insured:** The name of the party (or parties) who will be covered by the title insurance policy.
3. **Estate or Interest Covered:** This describes the type of ownership interest being insured, such as fee simple or leasehold.
4. **Insured parties:** Showing the insured parties, buyers for an owner's policy or the beneficiary/lender for a lender's policy.
5. **Vested Owner** of the property & **how long they have held title.**
6. **Types of policy to be issued:** Specifies the type of policy that will be issued, such as an owner's policy type and/or a loan policy type.
7. **Policy Amount:** The amount of title insurance coverage that will be provided by the title policy.
8. **Legal description and purported address of the property.**



ALLIANT NATIONAL TITLE INSURANCE COMPANY, INC.

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.: Issuing Agent: **Backman Title Services, Ltd. (77)** Issuing Agent License Number: **4426**  
Issuing Office: **Tucker** Issuing Office's ALTA® Registry ID: **0123457**  
Loan ID Number:  
Issuing Office File Number: **2024-10287**  
Property Address: **831 Shannon Road, Kaysville, Utah 84037**  
Revision Number:

1. Commitment Date: **March 25, 2024 at 7:45 a.m.**
2. Policy or Policies to be issued:
  - (a) 2021 ALTA® Homeowner's Policy
 Proposed Insured: **Tucker M Hodgson**  
 Proposed Amount of Insurance: **\$352,000.00**

**3. Estate or Interest Covered:** This describes the type of ownership interest being insured, such as fee simple or leasehold.

3. The estate or interest in the land at the Commitment Date is **Fee Simple**
4. The Title is, at the Commitment Date, vested in **McKay Boothe** and, as disclosed in the Public Records, has been since **August 8, 2019.**

STATEMENT OF CHARGES  
These charges are due and payable before a Policy can be issued.

**Owners Premium (Reissue) \$1,468.00**  
**Lenders Premium \$790.00**  
(Endorsement Forms 4, 9, 22, and 8.1 included in the Policy Jacket)



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

**See attached**

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

**Tucker Hodgson and Michelle Hodgson, As joint tenants**

## SCHEDULE A

Order Number: **2024-10942**

### LEGAL DESCRIPTION

Unit No. 999, Promontory on South Temple Condominiums, according to the official Plat thereof as recorded in the Recorder's Office of Salt Lake County, State of Utah, as Entry No. 11124991, on January 28, 2011 (the "Plat") and according to the Declaration of Condominium of Promontory on South Temple Condominiums, recorded in the Recorder's Office of Salt Lake County, State of Utah, as Entry No. 11124992, in Book 9901 beginning at Page 7021, on January 28, 2011 (the "Declaration"), together with (i) an undivided ownership interest in all common areas and common facilities of Promontory on South Temple Condominiums as more fully set forth in the Declaration, and (ii) all rights, benefits and easements described and provided for in said Declaration.

Grantee by accepting this conveyance of the property, hereby acknowledges and understands that (a) the conveyance of the property described in this instrument is subject and subordinate to that certain Residential Tower Airspace Lease, recorded in the Recorder's Office of Salt Lake County, State of Utah, as Entry No. 11124889 in Book 9901 beginning at Page 6595, on January 28, 2011, and any extensions or modifications thereof, including without limitation, (i) any and all restrictions, limitations, prohibitions, terms and conditions set forth therein, and (ii) all rights and benefits of the "Landlord" (defined therein) and other third parties described therein, and (b) the Property is a leasehold condominium as defined in the Utah Condominium Ownership Act.

Parcel No.: **15-01-232-999**

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple as to Parcel 1

A non-exclusive easement as to Parcel 1A, subject to the terms, conditions and limitations of said interest.

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

**Tim Hodgson and Maria Hodgson, as joint tenants**

5. The Land located in **Box Elder** County, State of **Utah** is described as follows: **See Attached Legal Description**

## LEGAL DESCRIPTION

### PARCEL 1:

Lot 2, Hodgson Subdivision, according to the official plat thereof on file and of record in the office of the County Recorder.

### PARCEL 1A:

Right of Way Easement for access, road and utility purposes described as follows: The Southernmost 276.03 feet of the private drive area for Lot 1 as identified on the official plat of Hodgson Subdivision.

Parcel No.: 06-063-9999



# Common Instructions found in Purchase Contracts

- Water Rights
- Earnest Money Deadlines & Requirements
- Repairs
- Authority of the signers
- Buyer & Seller Default Options
- Contract Deadlines
- Agent payment instructions
- Rent, lease & deposit requirements

# Review Seller Disclosures

## COMMERCIAL REAL PROPERTY SELLER'S PROPERTY CONDITION DISCLOSURES

**SELLER'S AGENT – Complete only the following section**

The "Seller": \_\_\_\_\_  
*If the Property's owner of record is a business entity, please list the name of the business entity.*

The "Signer": \_\_\_\_\_ Title: \_\_\_\_\_  
*Printed full name of business entity representative. Full business title of entity representative.*

The "Property": \_\_\_\_\_  
\_\_\_\_\_

The "Seller's Brokerage": \_\_\_\_\_

### NOTICE FROM THE SELLER'S BROKERAGE

The Buyer and the Seller are advised that the Seller's Brokerage and its agents are trained in the marketing of real estate. Neither the Seller's Brokerage nor its agents are trained or licensed to provide the Buyer or the Seller with professional advice regarding the physical condition of the Property, legal compliance of the Property, or any tax matters. **The Seller's Brokerage and its agents strongly recommend that in connection with any offer to purchase the Property, the Buyer and the Seller obtain the professional services of any legal or tax advisors, property inspectors, surveyors, and any other professionals necessary to satisfy the Buyer and the Seller as to the condition of the Property.** Neither the Seller's Brokerage nor its agents make any representations or warranties regarding the physical or legal condition of the Property through this disclosure. Accordingly, the Buyer and the Seller are advised not to rely on the Seller's Brokerage, or its agents, for a determination regarding the physical or legal condition of the Property.

### INSTRUCTIONS TO SELLER

Seller's diligence in reviewing and providing detailed disclosure of relevant information on this form will help reduce the risk of litigation and liability after Closing. This form is intended to assist the Seller in making Seller's disclosure.

**The Seller is obligated under law to disclose to the Buyer any material defects actually known to the Seller that adversely affect the use or value of the Property.** All disclosures made herein are made based upon the knowledge of

\_\_\_\_\_ (name), the \_\_\_\_\_ (title) of the Property (herein, "Knowledge"). The Buyer will rely on the information provided herein to determine whether to purchase the Property. The Seller is not required to conduct new investigations in order to answer any of the following questions, and is not required to answer any questions not required to be answered under the purchase and sale agreement or pursuant to applicable law. Accordingly, if any question is unclear, or if the Seller is unsure how to respond to a question, the Seller should seek the advice of legal advisor if Seller is concerned about the correct response.

In the blank space provided at the end of this Disclosure, please provide a description of any defect or condition in the Property not previously disclosed to Buyer in writing of which the Seller has knowledge; that would not be apparent to ordinary persons without specialized knowledge in construction or real estate; and that would influence the decision of a person of ordinary intelligence to purchase the Property. When describing any past or present problems, malfunctions, or defects, please include the location of the problem, date, nature of the problem, and any actions taken to remedy the problem. Mark N/A if a question does not apply to the property.

# Prior to Settlement

## Reviewing the Title Commitment

- CCR's
- Easements
- Plat Map
- Split Closing
  - The Owner's Policy of Title Insurance is purchased by the Seller.
  - The Buyer should review the owner's policy commitment. (What type of owner's policy is being provided?)

# Paperwork to this point

Each file should contain:

- Completed Contract-Including Every Addendum
- Updated Title Report
- Completed Seller Disclosures
- Home Warranty ordered

## Seller

1. Buyer Pre-approval letter
2. Net Sheet/Estimated Settlement Statement
3. Think about what to do with their money

## Buyer

1. Loan Estimate
2. Home Warranty details
3. Think about how to wire money to title company



# Approaching the Settlement Date

## Mortgage payoffs

### Necessary Documentation/Information

- Who are you making your payments to?
- What are your loan numbers?
- What is your Social Security Number?
- What is your date of birth?
- Some lenders require authorization to give information to third parties
- If you don't want to have this information the borrower's can call/e-mail their escrow officer/title company

# Borrower's Authorization Example

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To Whom It May Concern:

I/We hereby authorize Backman Title Services, Ltd. to receive information concerning the payoff of mortgage loan(s), credit line loan(s), credit card accounts and/or judgments.

This information is for the confidential use in processing a mortgage loan transaction or buy/sell transaction.

A photographic or carbon copy of this authorization (being a photographic or carbon copy of the signatures of the undersigned) may be deemed to be equivalent of the originals.

Your prompt reply and release will be very much appreciated.

---

Signature

SSN

# Mortgage Payoffs

## Time Issues

- Some lenders can take up to 10 days to send payoffs
- Payoffs for FHA loans include interest for the entire month
  - If the seller proceeds arrive after the 1<sup>st</sup> of the month a new month's interest is due.



# Mortgage Payoffs

- What is an acceptable payoff?
- From current beneficiary
- In Writing
  - Verbal payoffs are never acceptable
  - Must have a good through date
    - Principal Amount
    - Per Diem (Preferably)
  - At least 5 days per diem added to payoffs

# Mortgage Payoffs

What if the mortgage payoff does not arrive?

- Payoffs can be estimated and ***held in escrow*** based on
  - The original mortgage amount
    - For some loan types more money is owed than originally borrowed
      - Home Equity Lines
      - Interest Only Loan (negative amortization)
  - Balance statements from the current beneficiary
    - Principal amounts rarely match payoff amounts additional funds must also be held.

# Mortgage Payoffs

## Home Equity Lines

- Most lenders will freeze HELOC accounts when a payoff is ordered
- Home Equity lines must be 100% paid off and closed.

# Settlement for the Sellers

Settlement is easier when costs have been disclosed previously

- Title and Escrow fees
- Seller Paid Closing Costs
- Allowances and Repair Costs
- Mortgage Payoff
- Tax Pro-rations
- City/Improvement district
- HOA Dues
- Home Warranty

# Settlement for the Sellers

Do the sellers know what documents they will have to sign?

- Settlement Statements
- Warranty Deed
- Payoffs
- IRS 1099 Form
- Escrow Agreement
- FHA/VA/Buyer Documents

# RESPA & ALTA Settlement Statement

American Land Title Association	ALTA Settlement Statement - Borrower/Buyer Adopted 03-01-2015
---------------------------------	--

File No./Escrow No. Print Date & Time: Officer/Escrow Officer: Settlement Location:	Title Company Name ALTA Universal ID Title Company Address	Title Company Logo
--	--	-----------------------

Property Address:  
Buyer:  
Seller:  
Lender:

Settlement Date:  
Disbursement Date:  
Additional dates per state requirements:

Description	Borrower/Buyer	
	Debit	Credit
<b>Financial</b>		
Sales Price of Property		
<b>Personal Property</b>		
Deposit including earnest money		
Loan Amount		
Existing Loan(s) Assumed or Taken Subject to		
Seller Credit		
Escrow Deposit		
<b>Proportions/Adjustments</b>		
School Taxes from (date) to (date)		
County Taxes from (date) to (date)		
HOA dues from (date) to (date)		
Seller Credit		
<b>Loan Charges to (lender co.)</b>		
Points		
Application Fee		
Origination Fee		
Underwriting Fee		
Mortgage Insurance Premium		
Prepaid Interest		

<b>Other Loan Charges</b>		
Appraisal Fee to		
Credit Report Fee to		
Flood Determination Fee to		
Flood Monitoring Fee to		
Loan Monitoring Fee to		
Loan Status Research Fee to		
<b>Impounds</b>		
Homeowner's Insurance mo @ \$ /mo		
Mortgage Insurance mo @ \$ /mo		
City/Town Taxes mo @ \$ /mo		
County Taxes mo @ \$ /mo		
School Taxes mo @ \$ /mo		
Aggregate Adjustment		
<b>Title Charges &amp; Escrow / Settlement Charges</b>		
Owner's Title Insurance (\$ amount) to		
Owner's Policy Endorsement(s)		
Lender Policy of Title Insurance (\$ amount) to		
Lender Policy Endorsement(s)		
Title Search to		
Insurance Binder to		
Escrow / Settlement Fee to		
Notary Fee to		
Signing Fee to		
<b>Commission</b>		
Real Estate Commission to		
Real Estate Commission to		
Other		
<b>Government Recording and Transfer Charges</b>		
Recording Fees (Deed) to		
Recording Fees (Mortgage/Deed of Trust) to		
Recording Fees (Other) to		
Transfer Tax to		
Transfer Tax to		
<b>Payoff(s)</b>		
Lender: Payoff Lender Co.		
Principal Balance (\$ amount)		
Interest on Payoff Loan (\$ amount/day)		
Additional Payoff fees/Reconveyance Fee/Recording Fee/Wire Fee		
Lender: Payoff Lender Co.		
Principal Balance (\$ amount)		

# Borrower Closing Disclosure Signature Statement

<b>Confirm Receipt</b>			
By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.			
_____ Applicant Signature		_____ Date	
_____ Co-Applicant Signature		_____ Date	
CLOSING DISCLOSURE		PAGE 5 OF 5 • LOAN ID # 123456789	

# Borrower Acknowledgement from the ALTA Settlement Statement

<b>Acknowledgement</b>
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize _____ <i>title company name</i> _____ to cause the funds to be disbursed in accordance with this statement.
_____ Borrower
_____ Borrower

# What are Escrow Services?

- Settlement
- Document Preparation
  - Compiling
  - Costs for printing/copying
  - Preparing HUD1/Transfer Documents
- Reconveyance/Payoff Processing
  - Ordering the payoff
  - Releasing the old loan
- FedEx/Courier
- Wire Fee

## **Common Fees in Other States**

- Notary Fee
- Attorney Fee
- Underwriting Fee



# Good Funds

- 1- **Cash** may be disbursed on the same day the cash is deposited.
- 2- **A wire transfer** may be disbursed on the same day the wire transfer is deposited.
- 3- For **amounts under \$10,000.00** The proceeds of a **cashier's check, certified check, or official check** that is drawn on an existing account at a federally insured financial institution **may** be disbursed on the same day the financial instruments are deposited if received from a single party to the real estate transaction or less than \$10,000 in aggregate from all the parties.

The following (4-6) **may** also be disbursed the same day they are deposited.

- 4- A personal check not to exceed \$500 per closing.
- 5- A check drawn on the escrow account of another title producer.
- 6- Checks drawn on the **trust account of a principal broker, or associate broker.**

# Here are 10 key measures to protect your online identity.

**Use Strong, Unique Passwords:** Create passwords that are long (at least 14 characters), combining uppercase and lowercase letters, numbers, and special characters. Avoid using easily guessable information like names or birthdates.

**Activate Multi-Factor Authentication (MFA):** Enable MFA on all accounts. This typically involves a second form of verification, such as a code sent to your phone or an authentication app, adding an extra layer of security.

**Regularly Update Passwords:** Change passwords periodically and immediately update them if you suspect any account has been compromised.

**Avoid Reusing Passwords:** Use a different password for each account to ensure that a breach on one platform doesn't compromise others.

**Use a Password Manager:** Implement a reputable password manager to securely store and generate complex passwords, reducing the risk of forgetting them or using weak ones.

**Enable Account Alerts:** Set up notifications for any unusual activity or login attempts on your accounts to stay informed about potential security breaches in real time.

**Be Cautious with Phishing:** Stay vigilant against phishing attacks by not clicking on suspicious links or opening attachments from unknown senders. Verify the legitimacy of requests for personal information.

**Regularly Update Software:** Keep all devices and software, including email clients and browsers, updated to protect against known vulnerabilities and exploits.

**Secure Wi-Fi Networks:** Ensure your home and office Wi-Fi networks are secure by using strong passwords and encryption protocols (such as WPA3). Avoid using public Wi-Fi for sensitive transactions.

**Backup Important Data:** Regularly back up important data to a secure, offline location. This ensures you can recover information in case of a ransomware attack or other data loss incident.

**Use Encrypted Email Services:** Choose email providers that offer end-to-end encryption to ensure your communications are secure and cannot be easily intercepted by hackers.

**Regularly Review Account Permissions:** Periodically check which apps and services have access to your email and other accounts. Revoke access for those you no longer use or recognize.

**Educate Yourself on Social Engineering Tactics:** Learn about common social engineering tactics such as pretexting, baiting, and scareware so you can recognize and avoid falling victim to them.

**Secure Your Devices:** Ensure all your devices (phones, tablets, computers) have security measures such as biometric locks (fingerprint or facial recognition), strong passwords, and are set to lock automatically after a short period of inactivity.

**Implement Email Filtering:** Use advanced email filtering tools to help identify and block phishing attempts and spam before they reach your inbox, reducing the risk of accidentally clicking on malicious links.

*This material is for educational purposes only and does not constitute legal advice. We assume no liability for errors or omissions. Backman Title Services LTD's underwriters are Old Republic National Title Insurance Company, First American Title Insurance Company, and Aliant National Title Company.*



## WIRE FRAUD ALERT DISCLOSURE

This is a legally binding document. If not understood, consult an attorney.



THIS WIRE FRAUD ALERT DISCLOSURE is provided by \_\_\_\_\_ (the "Company") Including \_\_\_\_\_ (the "Agent") to \_\_\_\_\_ (the "Buyer or Seller") in connection with the purchase of any property.

**WARNING NOTICE:** There are instances where cyber criminals are hacking the email accounts of parties involved in a real estate transaction and are sending emails with fake wiring instructions. These emails look convincing and legitimate. **Never trust wiring instructions sent via email.** You must **always** confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. **Never** wire money without double-checking that the wiring instructions are correct.

In every real estate transaction, the Buyer or Seller is advised to:

- 1) **Never** trust wiring instructions sent via email.
- 2) **Never** send personal information such as social security numbers, bank account numbers and credit card numbers, unless it is through secured/encrypted email or personal delivery to the intended recipient.
- 3) **Never** click on attachments or links from unfamiliar sources. These attachments or links may contain malware that may allow a hacker to access your emails, accounts, and any other information on your computer.
- 4) **Always** independently confirm wiring instructions by personally speaking with the intended recipient of the wire to confirm the routing number and account number.
- 5) **Always** confirm that the contact information for the wire transfer recipient is legitimate. Call a verified number.
- 6) **Always** take steps to secure the system you are using with your email account such as using strong passwords and secure WiFi.

### RECEIPT AND ACKNOWLEDGEMENT OF BUYER

By signing below, I acknowledge that I have read and understand and have received a copy of this WIRE FRAUD ALERT DISCLOSURE. If I believe that I have received suspicious wire transfer instructions, I should immediately notify my lender, title agent, and REALTOR®. Also, I understand that I should immediately report suspicious wire transfer instructions to Salt Lake City FBI field office at (801) 579-1400 or file a complaint at [www.ic3.gov](http://www.ic3.gov). For additional information, please refer to the following links:  
Federal Bureau of Investigation: <http://www.fbi.gov>  
National White Collar Crime Center: <http://www.nw3c.org>  
On Guard Online: <http://www.onquardonline.gov>

Buyer or Seller Signature \_\_\_\_\_ Date \_\_\_\_\_ Buyer or Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

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## Protecting Against Wire Fraud in Real Estate Transactions: A Vital Alert for Real Estate Agents

### Remain Vigilant and Proactive

According to the FBI's 2022 report, victims of business email compromise reported staggering losses exceeding **\$2.7 BILLION**. The Internet Crime Complaint Center (IC3) receives **over 2,175 COMPLAINTS PER DAY**

### Warning: Fraudulent Wiring Instructions

1. Beware of Web-based Email Accounts: Exercise caution with free, web-based email accounts, as they are susceptible to hacking.
2. Always Verify Payment Instructions: Confirm any changes in payment instructions and validate requests for fund transfers.
3. Beware of Requests for Secrecy or Urgency: Use caution with requests for secrecy or using high pressure tactics.
4. Call, Don't Email: Confirm all wiring instructions via phone before transferring funds, using the phone number from the title company's official website or business card.
5. Be Suspicious of Changes: Title companies rarely alter wiring instructions and payment information. Be wary of unexpected changes.
6. Confirm All Details: Ask your bank to confirm not only the account number but also the name on the account before initiating a wire transfer.
7. Immediate Verification: Call the title company or real estate agent immediately to validate the receipt of funds, especially within the first 2 hours.
8. Forward, Don't Reply: When responding to emails, hit forward instead of reply, and manually type in the recipient's email address to avoid falling victim to fraudulent addresses.

### If You Suspect You Might Be a Victim

1- Use a known phone number to call the supposed sender for authentication. 2- Notify financial institutions and escrow agents involved in the transaction immediately. 3- Contact local law enforcement and file a complaint with the FBI's Internet Crime Complaint Center.

### Additional Tips to Recognize and Combat Wire Fraud

- Be wary of changes to wire instructions, especially regarding language, timing, or amounts.
- Implement additional callback procedures using a known, independently verified telephone number.
- Exercise caution with instructions marked as rush, urgent, or secret.
- SWIFT codes are typical for international accounts, not domestic bank or credit union accounts
- Treat email instructions, especially late in the transaction, with suspicion.
- Avoid wiring funds to unknown, new, or foreign banks.
- Question instructions with unusual explanations, such as overfunding due to uncertain international exchange rates.



# Urgent Wire Fraud Warning!

## Beware of Cyber Criminals Exploiting Real Estate Transactions!

Cyber criminals are actively exploiting real estate transactions! Fraudsters employ email compromise schemes to impersonate attorneys, realtors, lenders, and title companies, utilizing pirated accounts and deceptive practices to steal your money through fraudulent wire transfers.



CYBER CRIME

At Backman Title Services, we prioritize the security of your transactions. Before initiating a wire transfer, we will provide you with written instructions during our in-person settlement/closing. Note that these instructions won't change, and we will never request funds in an account under a different name.

If you receive conflicting wire instructions, **STOP IMMEDIATELY** and contact us using a known phone number—not a phone number provided in a potentially fraudulent email or text. We won't communicate changes to wire instructions via email.

## BEWARE OF CYBER-CRIME!

All real estate transaction parties face wire fraud risks. Safeguard transactions with these recommendations:

- CHECK EMAIL SENDER:** Email communication from Backman Title comes from our domain (backmantitle.com) and never from public email domains (e.g., Gmail, Yahoo, MSN). Always watch for modified and misspelled domains.
- VERIFY INSTRUCTIONS:** Backman Title operates branches in Utah; we don't have out-of-state locations or accounts. Call Backman Title Services independently to confirm wire instructions. Avoid using email-provided phone numbers.
- NO CHANGES TO OUR INSTRUCTIONS:** Be cautious of claims about changes; suspect fraud if instructions conflict. Contact us or your Real Estate Agent.
- CONFIRM ACCOUNT NAMES:** Our Trust Accounts will ALWAYS be under the name of Backman Title Services Trust Account. If the instructions you received are any variation of that account name, they should be considered fraudulent.
- VERIFY FUNDS RECEIPT:** **IMMEDIATELY** after sending funds, contact us to confirm receipt. Always use trusted numbers; avoid clicking links in emails.

Backman Title is not responsible for money sent to an incorrect account by you.

**Only your diligence can prevent wire fraud and other criminal activities and your attention is crucial!**

**If you have any concerns or questions, do not hesitate to reach out to us using verified contact information.**



## Wire Fraud Rapid Response Checklist What to do when you find out a client has received fake wire instructions & cyber criminals are stealing money.

### Time is of the essence – act fast!

- Alert Backman's Teams**
  - Legal Team: Canyon, Brian, Jason; your escrow team; IT Team (Niki & Tucker at IT@backmantitle.com); Sydney in accounting; and our underwriter.
- Instruct the victim to send us a copy of the fraudulent email and wire transfer instructions.**
  - To allow analysis of the fraudulent email's header and metadata, the recipient of the suspicious message should create a new email and send the email they received as an attachment. The client can save original email using the "Save As" or "Download" option in their email client. The saved email, containing the necessary information, can then be attached to the fresh message. This allows us to conduct a comprehensive analysis and helps formulate an effective response against the cyber threat.
  - The IT department will also review our email server and secure email logs to prove that the fraudulent email did not come from our email systems.
- Do not tell your customers, clients, or your co-workers that our company email was hacked.**
  - Just because the criminals are pretending to be someone at Backman Title does not mean our company email was hacked.
- Alert other stakeholders - Inform the parties to the transaction (buyer, seller, real estate agents, loan officer/broker, split title company etc.)**
  - By phone** using known, trusted, phone numbers for verbal verification.  
If you're unsure about what to say, here's a sample: "There appears to have been [attempted] wire fraud associated with this transaction. We recommend that you review your email security and update passwords and take any other appropriate security measures immediately. For the remainder of this transaction, all communication will occur using known, trusted, telephone numbers."
  - By email**, here is sample email:  
Subject; Warning - Wire Fraud!  
Everyone;  
We have been notified that cyber criminals have compromised this transaction; they are reading emails, and they are trying to steal money.  
1- Forward this warning email to everyone involved in this real estate transaction.  
2- Ask everyone to be vigilant and proceed with EXTREME CAUTION.  
3- Do not wire transfer any money until you have called the recipient, using a known telephone number, not one provided in an email and verified the recipients wire transfer information and the wire transfer amount.



## Wire Fraud Rapid Response Checklist What to do when you find out a client has received fake wire instructions & cyber criminals are stealing money.

### Time is of the essence – act fast!

- Contact Banks - Sending and Receiving Banks (Coordinate quickly!)**
  - If a client or consumer was a victim and Backman's Trust Account/Bank were not directly involved, your client or customer will need to contact the bank themselves, but you have helpful information to share, too.
  - Contact the sending bank's fraud department and request that a recall of the wire be sent to the receiving bank because of fraud. Provide the details for the wire.
  - Ask the sending bank to initiate the FBI's Financial Fraud Kill Chain.
  - They/we can call the receiving bank's fraud department to notify them that you have requested a recall of the wire because of fraud. Provide the details for the wire and request that the account be frozen.
- Alert Law Enforcement (Completed by IT department)**
  - Local Police/Sheriff:** <https://www.policeone.com/law-enforcement-directory/>
  - The FBI Field Office:** (801) 579-1400  
Salt Lake City Field Office; <https://www.fbi.gov/contact-us/field-offices/saltlakecity>  
Federal Bureau of Investigation Internet Crime Complaint Center (IC3); <https://www.ic3.gov/default.aspx>.
  - Secret Service's Global Investigative Operations Center (GIOC) task force** at [gIOC@uss.s.dhs.gov](mailto:gIOC@uss.s.dhs.gov) or by calling 202-406-6009.

**Be prepared with as much as this information as possible for law enforcement reporting**

  - Victim's name, address, telephone, and email
  - Financial transaction information (e.g., account information, transaction date and amount, who received the money)
  - Subject's name, address, telephone, email, website, and IP address
  - Specific details on how you were victimized
  - Any other relevant information that is necessary to support the claimant
- Call the sending bank again to confirm that the recall request has been processed.**
- Fill out and use the ALTA Rapid Response Plan for Wire Fraud Incidents Worksheet.**
- Contact the IT department to determine if you need to update passwords, secure hardware, and they will review email logs to determine whether Backman's email accounts were accessed.**

<b>Corporate</b> (801) 288-8818	<b>Layton</b> (801) 774-8818	<b>Midvale</b> (801) 263-1500	<b>Provo</b> (801) 224-9020
<b>Bountiful</b> (801) 295-7676	<b>Ogden</b> (801) 475-6100	<b>Lehi</b> (385) 336-8390	<b>St. George</b> (435) 688-8808