

In the Matter of the Formal Complaint of Duncan, Gavril, Workman, Bates, et al.  
against Eagles Landing Water Company, LLC  
Docket #: 13-2477-02

Pre-filed Testimony

Respondent: Ronald and Phyllis Workman  
Address: 4576 Cougar Run, Birdseye, UT 84629

Your Honor:

Developers and homebuilders pass on, impact fees as well as utility service fees, to new homebuyers during the planning stages of a home. Some of these *utility fees* could be electric, gas, sewer or water services. Water meters and hook-up fees are charged at the time of purchase, paid by the builder or even the homebuyer as a separate cost or, included within the financing and closing cost of a home and are a "one time charge" as stated in the Eagles Landing Water Company water tariff. (See Exhibit: Eagles Landing Water Company (Tariff)).

**History:** Construction began on our home in 2006/2007. Our home is located at 4576 Cougar Run, Birdseye, Utah. Hearthstone Development Company, LLC, operated by Mr. Dave Olsen, oversaw the construction of our home.

When we purchased our home, in January 2011, ten homes existed with five of them vacant and in foreclosure. Since then an additional home has been built and all eleven homes are occupied.

Hearthstone Development Company's sub-contractor was responsible for meter installation. Eagles Landing Water Company was responsible for charging meter set fees and water turn-on fees to the sub-contractor or owner. Since Hearthstone Development Company and Eagles Landing Water Company are both owned and operated by Mr. Dave Olsen, it was the responsible of Mr. Olsen to recover payment of water fees at the time service was rendered or later when Mr. Olsen sold his home.

Prior to Mr. Olsen selling his home to us, the home was used by Hearthstone Development as a model home, a sales office, garage storage for construction materials, as well as a rental home by Hearthstone Development to Mr. Mark Olsen, brother of Mr. Dave Olsen.

We began purchase agreements with Mr. Olsen in late November 2010 and concluded in early December 2010. Though various items are listed throughout the purchase contract, such as "water service", "special assessments", "addenda", and "Condition of the Property/Buyer Acknowledgements", Mr. Olsen failed to list any water fees, even though he initialed each page and signed the agreement. (See Exhibit: Real Estate Purchase Contract)

Eagles Landing Water Company has provided water service to our residence since 2007--approximately for period of seven years. Water utility services are not provided on a continual basis unless the company has received the initial water meter and hookup fees required at the time services are rendered and billed

Standardized Real Estate Purchase Contract, Warranty Deed, and Federal Settlement Statement -HUD1, all bear Mr. Dave Olsen's signature or initials on our closing documents. (See Exhibits: Real Estate Purchase Contract, Warranty Deed, And Federal Settlement Statement-HUD1) The title insurance report found only multiple years of outstanding property taxes owed by Mr. Olsen, exceeding \$7200—plus penalties and interest, but no water fee liens on the property. Any attempt to collect the 'one time fee' of \$4000 and \$100 turn on fee, three years after the fact are illegal. (See Exhibit: Commitment for Title Insurance)

The second part of our complaint is monthly water over-charges. Upon moving into our residence at Eagles Landing, we were told to call Mr. Dave Olsen, to begin receiving water statements. When water statements did not arrive after several months, I (Phyllis Workman) contacted resident Rick Olsen, (brother to Mr. Dave Olsen) to get the correct address of Eagles Landing Water Company, so I could send a check in order not to be in arrears and surprised by a large water bill. I was given the address and told the water bill was a flat monthly fee of \$55.00. Shortly after sending in my check I began receiving monthly statements in the amount of \$55.00, ignorant of the fact that there was an established water tariff in place stating a base monthly fee of \$35.00. (See Exhibit: Eagles Landing Water Company -Tariff) Our move-in date was January 2011 and until November 2013, we had never had our water read and had unknowingly overpaid by \$20.00 a month, with the recent exception of November and December 2013.

(See Exhibits: Eagles Landing Water Statements 2011-2013)

In July 2012, without warning via statements or even a phone call, all Eagles Landing residents received water bills in the amount of \$110.00. This sparked the filing of a barrage of informal complaints, from most all residents, to the water commission. Mr. Olsen chose to completely ignore our informal complaints and we as residents, chose to ignore the double water billing, continuing paying \$55.00. (See Exhibit: Eagles Landing Water Statements 2012 (July))

After Rick Olsen moved from his residence at 19664 Lariat Circle here in Eagles Landing, I (Ron Workman) assumed the duties of well management. During the period of March 2012 thru October 2013, I manually operated the well pump for Mr. Dave Olsen. Throughout that time I would make the necessary trips to and from the pump house to turn on and off the pump as needed to store water in the underground reservoir. During summer months the trips were about every other day and dropped back to weekly during the winter months. No payment was ever received for my time and effort until I bartered with Mr. Olsen for three months free water service in 2013, in lieu of payment.

(See Exhibits: Eagles Landing Water Statements 2013, Wells Fargo Account Activity)

Finally, it is the responsibility of contractors, subcontractors, and utility companies to place a lien on a property, in order to be paid for labor and services rendered. Following this long established practice, allows the outstanding item(s) to be identified by a title company hired for pre-closing research, e.g. title report, title insurance.

When Mr. Dave Olsen purchased Eagles Landing Development in 2006 through a bankruptcy of the original developer, any outstanding liens would have all been cleared at that time. Therefore, Eagles Landing Water Company has no legitimate claim on any fees associated with current property homeowners, as was documented by title searches. The fees Mr. Olsen has attempted to harass current homeowners into paying are "one-time only" fees, as stated in the Eagles Landing Water Tariff, and are to be assessed to an original homeowner only. Any attempt to collect these fees multiple times is not legal and borders in criminal actions. (See Exhibit: Eagles Landing Water Company (Tariff)).

We feel the commission should direct Eagles Landing Water Company to credit each resident for past monthly overpayments. Monthly water bills should be deducted from that overpayment credit, until such time all residents' accounts have been repaid. And, we ask the court to dismiss all assessed meter set fees and hook up fees that have been levied by Eagles Landing Water Company and, it is our hope that the court forward these issues to the state attorney general's office.

The court should be advised that on December 11, 2013, we received full payment (\$129.17) from Eagles Landing Water Company, for reimbursement of a generator rental that Eagles Landing residents rented during the June 2012 wildfires and evacuation.

Sincerely,

Ronald Workman  
Phyllis Workman

EAGLES LANDING WATER COMPANY

Notice to Water Users,

On August 18, 2008, the Public Service of Utah approved the Company's application for a Certificate of Convenience and Necessity and to set rates and the rate structure. Effective September 1, 2008, the rates applicable to all water users in the Company's service area are as follows:

First 10,000 gallons	\$ 35.00 Fixed Charge
10,001 - 20,000 gallons	\$ 2.50 per 1,000 gallons
20,001 - 40,000 gallons	\$ 3.00 per 1,000 gallons
40,001 - 60,000 gallons	\$ 3.50 per 1,000 gallons
60,001 - 80,000 gallons	\$ 4.00 per 1,000 gallons
80,001 gallons	\$ 5.00 per 1,000 gallons

Service Connection Charges

1" service to property line, where service fronts property line, including meter and materials. One time charge for each service requiring new meter installation.	\$ 4,000
Turn-on service where meter is already in place	\$ 100
Turn-off service	\$ 25
Stand by Fee	\$ 10 per month
Late payment fee	1.5% per month

The rate structure is designed to provide ample water for your reasonable needs, but also to encourage conservation by making water use which is well in excess of the State standards for household water consumption more expensive.

Eagles Landing Water Company



# 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, contact your attorney or tax advisor.

## OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 23rd day of November, 2010 ("Offer Reference Date") Ronald E. & Phyllis D. Warkman ("Buyer") offers to purchase from David Clean ("Seller") the Property described below and  I deliver to the Buyer's Brokerage with this offer, or  I agree to deliver no later than four (4) calendar days after Acceptance (as defined in Section 29), Earnest Money in the amount of \$5000 in the form of personal check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage: Coldwell Banker Residential Bkro - Union Heights Phone: 801-567-4000  
Received by: \_\_\_\_\_ on \_\_\_\_\_ (Date)  
(Signature above acknowledges receipt of Earnest Money)

## OTHER PROVISIONS

1. PROPERTY: 4576 E COLGAR RUN also described as: \_\_\_\_\_ City of Spanish Fork, County of Utah, State of Utah, Zip 84660 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the included items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items: Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning, fixtures and equipment; ovens, ranges and foodstoves; cook tops; dishwashers; ceiling fans; water heaters; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other included items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box):  washers  dryers  refrigerators  water softeners  microwave ovens  other (specify) Microwaves, Range, window coverings

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title.

1.3 Excluded Items. The following items are excluded from this sale: N/A

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: \_\_\_\_\_

2. PURCHASE PRICE. The purchase price for the Property is \_\_\_\_\_. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$5000 (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non refundable.

(b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer. If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.

(c) Seller Financing (see attached Seller Financing Addendum)

(d) Balance of Purchase Price in Cash at Settlement

PURCHASE PRICE. Total of lines (a) through (d)

## 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

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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 new 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 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 3.2 shall survive Closing.

3.3 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by:  Seller  Buyer  Split Equally Between Buyer and Seller  Other (explain)

The provisions of this Section 3.3 shall survive Closing.

3.4 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, 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. Tenant deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for Homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.4 shall survive Closing.

3.5 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. The actions described in 3.5 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows:  Upon Closing;  \_\_\_\_ Hours after Closing;  \_\_\_\_ Calendar Days after Closing. 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. Seller agrees to deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings. Any Seller or tenant moving-related damage to the Property shall be repaired at Seller's expense. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC: Seller's Agent Gary Jones, represents  Seller  both Buyer and Seller as a Limited Agent; Seller's Brokerage RE/MAX Results - Spanish Fork, represents  Seller  both Buyer and Seller as a Limited Agent; Buyer's Agent Jeffrey Topham, represents  Buyer  both Buyer and Seller as a Limited Agent; Buyer's Brokerage Coldwell Banker Residential Bkrg - Union Heights, represents  Buyer  both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases, rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the ALTA Homeowner's Policy of Title Insurance (the "Homeowner's Policy"). If the Homeowner's Policy is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the Homeowner's Policy if available through any other title insurance agency selected by Buyer; (b) If the Homeowner's Policy is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an ALTA Owner's Policy of Title Insurance ("Standard Coverage Owner's Policy") available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;

Buyer's Initials [Signature] Date 11/03/10 Seller's Initials [Signature] Date 12-02-10

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- (b) a Commitment for Title Insurance as referenced in Section 6;
- (c) a copy of any restrictive covenants (COAR's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.4;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
- (h) Other (specify) \_\_\_\_\_

**B. BUYER'S CONDITIONS OF PURCHASE.**

**8.1 DUE DILIGENCE CONDITION.**

Buyer's obligation to purchase the Property:  IS  IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

**8.2 APPRAISAL CONDITION.** Buyer's obligation to purchase the Property:  IS  IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), 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); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal Condition.

**8.3 FINANCING CONDITION.** Buyer's obligation to purchase the property:  IS  IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

Buyer's Initials [Signature] Date 11/23/10 Seller's Initials [Signature] Date 12-2-10

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8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(p), whichever is later, Buyer:  WILL  WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$\_\_\_\_\_.

9. ADDENDA. There  ARE  ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference:  Addendum No. \_\_\_\_\_  Seller Financing Addendum  FHA/VA Loan Addendum  Lead-Based Paint Disclosure & Acknowledgement (In some transactions this disclosure is required by law)  Other (specify) \_\_\_\_\_

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan  WILL  WILL NOT be included in this transaction. If included, the Home Warranty Plan shall be ordered by  Buyer  Seller and shall be issued by a company selected by  Buyer  Seller. The cost of the Home Warranty Plan shall not exceed \$\_\_\_\_\_ and shall be paid for at Settlement by  Buyer  Seller.

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted. The provisions of Sections 10.2 and 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION.

11.1 Walk-Through Inspection. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to resolve, on the date of possession, the items as represented, if the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

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.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supercedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing:  SHALL  MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute

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must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

**16. DEFAULT.**

**16.1 Buyer Default.** If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

**16.2 Seller Default.** If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

**17. ATTORNEY FEES AND COSTS/GOVERNING LAW.** In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

**18. NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

**19. NO ASSIGNMENT.** The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

**20. INSURANCE & RISK OF LOSS.**

**20.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

**20.2 Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

**21. TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

**22. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

**23. ACCEPTANCE.** "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

Buyer's Initials [Signature] Date 11/23/10 Seller's Initials [Signature] Date 12-02-10

**INITIAL HERE**

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

(a) Seller Disclosure Deadline	<u>November 30, 2010</u>	(Date)
(b) Due Diligence Deadline	<u>December 07, 2010</u>	(Date)
(c) Financing & Appraisal Deadline	<u>December 20, 2010</u>	(Date)
(d) Settlement Deadline	<u>December 30, 2010</u>	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 I AM 10 PM Mountain Time on 11/23/2010 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

Ronald E. Workman 11-23-10 (Buyer's Signature)      11/23/2010 (Offer Date)      Phyllis D. Workman (Buyer's Signature)      11/23/2010 (Offer Date)

Ronald E. & Phyllis D. Workman (Buyer's Names) (PLEASE PRINT)      \_\_\_\_\_ (Notice Address)      \_\_\_\_\_ (Zip Code)      \_\_\_\_\_ (Phone)

\_\_\_\_\_  
(Buyer's Names) (PLEASE PRINT)      \_\_\_\_\_ (Notice Address)      \_\_\_\_\_ (Zip Code)      \_\_\_\_\_ (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. \_\_\_\_\_

REJECTION: Seller rejects the foregoing offer.

SIGN HERE

David Olsen (Seller's Signature)      12-2-10 (Date)      \_\_\_\_\_ (Time)      \_\_\_\_\_ (Seller's Signature)      \_\_\_\_\_ (Date)      \_\_\_\_\_ (Time)

David Olsen (Seller's Names) (PLEASE PRINT)      \_\_\_\_\_ (Notice Address)      \_\_\_\_\_ (Zip Code)      \_\_\_\_\_ (Phone)

\_\_\_\_\_  
(Seller's Names) (PLEASE PRINT)      \_\_\_\_\_ (Notice Address)      \_\_\_\_\_ (Zip Code)      \_\_\_\_\_ (Phone)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 27, 2008. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Buyer's Initials RLW Date 11/23/10 Seller's Initials PO Date 12-2-10

**INITIAL HERE** TOTAL P.07



ADDENDUM NO. 1  
TO



REAL ESTATE PURCHASE CONTRACT

THIS IS AN  ADDENDUM  COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 11/23/2010 including all prior addenda and counteroffers, between Ronald E. & Phyllis D. Workman as Buyer, and David Olsen as Seller, regarding the Property located at 4576 E COUGAR RUN. The following terms are hereby incorporated as part of the REPC:

1) For clarification purposes, buyer and seller agree to extend OFFER AND TIME FOR ACCEPTANCE (section 25) to 12-3-10

See date changes below.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX):  REMAIN UNCHANGED  ARE CHANGED AS FOLLOWS: 24a) 12/10/10 24b) 12/18/10 24c) 12/30/10 24d) 1/10/11

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same.  Seller  Buyer shall have until 5 : 00  AM  PM Mountain Time on December 03, 2010 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Ronald E. Workman 12/2/10 9:40 AM Phyllis D. Workman 12/2/2010 9:40 AM  
 Buyer  Seller Signature (Date) (Time)  Buyer  Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE:  Seller  Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER:  Seller  Buyer presents as a counteroffer the terms of attached ADDENDUM NO. \_\_\_\_\_

David Olsen 12-2-10  
(Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION:  Seller  Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

RW

DO

This document has been recorded electronically. Please see the attached copy to view the County Recorder's stamp as it now appears in the public record. Submitted by: Backman Title Services

**MAIL TAX NOTICE TO  
Grantee  
4576 East Cougar Run  
Birdseye, UT 84629**

Order No. 7-026906

**Warranty Deed**

**David W. Olsen**

of Orem, County of Utah, State of UTAH, Grantor, hereby CONVEY and WARRANT to

**Ronald E. Workman and Phyllis Diane Workman, husband and wife as joint tenants**

of Birdseye, County of Utah, Grantee for the sum of Ten Dollars and Other Good and Valuable Consideration the following described tract(s) of land in Utah County, State of UTAH:

Lot 69, as shown in the Plat for Plat "A", Eagle's Landing, a Mountain Home Development, recorded in the County Recorder of Utah County, Utah, as Entry No. 99937:2001 and Map Filing No. 9263. Subject to the Declaration of Covenants, Conditions, Restrictions of Eagles Landing Plat "A", a Mountain Home Development, recorded in the office of the Utah County Recorder as Entry No. 99930:2001 (as the same is amended or modified).

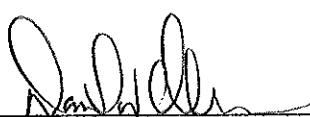
Together with a right and easement of use and enjoyment in and to the Common Area described, and as provided for, in said Declaration of Easements, Covenants, Conditions and Restrictions (as said Declaration may have heretofore been amended or supplemented).

Parcel No.: 38-311-0069

SUBJECT TO: County and/or City Taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, and Reservations now of Record

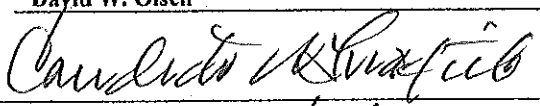
WITNESS, the hand(s) of said Grantor(s), this 19th of January AD., 2011


Signed in the Presence of:

  
\_\_\_\_\_  
David W. Olsen

STATE OF Utah )  
  ) SS.  
County of Utah )

The foregoing instrument was acknowledged before me this 19th day of January, 2011  
By Dayid W. Olsen

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 02/26/2014

 **CANDIDA W. SU'A-FILO**  
Notary Public State of Utah  
My Commission Expires on  
February 26, 2014  
Comm. Number: 581672  
Residing at \_\_\_\_\_

MAIL TAX NOTICE TO  
Grantee  
4576 East Cougar Run  
Birdseye, UT 84629

Order No. 7-026906

# Warranty Deed

David W. Olsen

of Orem, County of Utah, State of UTAH, Grantor, hereby CONVEY and WARRANT to

Ronald E. Workman and Phyllis Diane Workman, husband and wife as joint tenants

of Birdseye, County of Utah, Grantee for the sum of Ten Dollars and Other Good and Valuable Consideration the following described tract(s) of land in Utah County, State of UTAH:

Lot 69, as shown in the Plat for Plat "A", Eagle's Landing, a Mountain Home Development, recorded in the County Recorder of Utah County, Utah, as Entry No. 99937:2001 and Map Filing No. 9263. Subject to the Declaration of Covenants, Conditions, Restrictions of Eagles Landing Plat "A", a Mountain Home Development, recorded in the office of the Utah County Recorder as Entry No. 99930:2001 (as the same is amended or modified).


Together with a right and easement of use and enjoyment in and to the Common Area described, and as provided for, in said Declaration of Easements, Covenants, Conditions and Restrictions (as said Declaration may have heretofore been amended or supplemented).

Parcel No.: 38-311-0069

SUBJECT TO: County and/or City Taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, and Reservations now of Record

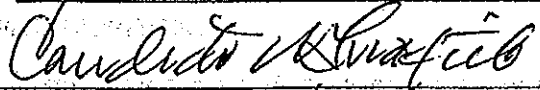
WITNESS, the hand(s) of said Grantor(s), this 19th of January AD., 2011


Signed in the Presence of:

  
\_\_\_\_\_ David W. Olsen

STATE OF Utah )  
  ) SS.  
County of Utah )

The foregoing instrument was acknowledged before me this 19th day of January, 2011  
By Dayld W. Olsen

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 02/26/2014

 **CANDIDA W. SU'A-FILO**  
Notary Public State of Utah  
My Commission Expires on  
February 26, 2014  
Comm. Number: 581672  
Residing at \_\_\_\_\_



**FINAL**  
**A. SETTLEMENT STATEMENT (HUD-1)**

**B. TYPE OF LOAN**

1.  FHA      2.  RRS      3.  CONV. UNINS.  
 4.  VA      5.  CONV. INS.

6. FILE NUMBER: 7. LOAN NUMBER  
 7-026906

8. MORTGAGE INS. CASE NO.:

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

**D. NAME & ADDRESS OF BORROWER:** Ronald E. Workman and Phyllis Diana Workman

**E. NAME & ADDRESS OF SELLER:** David W. Olsen

**F. NAME & ADDRESS OF LENDER:** Axlom Financial

**G. PROPERTY LOCATION:** 4576 East Cougar Run, Birdseye, UT 84629

**H. SETTLEMENT AGENT:** Backman Title Services (25) Tax ID: 87-0467631

**PLACE OF SETTLEMENT:** 765 East 340 South #105, American Fork, UT 84003 (801) 492-0510

**I. SETTLEMENT DATE:** 1/19/2011

**DISBURSMENT DATE:** 1/20/2011

<b>J. Summary of Borrower's Transaction</b>		<b>K. Summary of Seller's Transaction</b>	
<b>100. Gross Amount Due From Borrower:</b>		<b>400. Gross Amount Due To Seller:</b>	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower: (line 1400)		403.	
104.		404.	
105.		405.	
<b>Adjustments For Items Paid By Seller In Advance:</b>		<b>Adjustments For Items Paid By Seller In Advance:</b>	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
<b>120. Gross Amount Due From Borrower:</b>		<b>420. Gross Amount Due To Seller:</b>	
<b>200. Amounts Paid By Or In Behalf Of Borrower:</b>		<b>500. Reductions In Amount Due To Seller:</b>	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	15,275.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff 1st Mtg. Ln. M & T Bank	225,411.04
205.		505. Payoff 2nd Mtg. Ln.	
206.		506. Property Tax-Definq. Taxes - 2007-2010	7,863.01
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments For Items Unpaid By Seller:</b>		<b>Adjustments For Items Unpaid By Seller:</b>	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes 01/01/11 to 01/20/11	145.95
212. Assessments to		512. Assessments to	
213.		513. Owner Title Policy paid by Seller	1,305.00
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid By/For Borrower:</b>		<b>520. Total Reductions In Amount Due Seller:</b>	
<b>300. Cash At Settlement From/To Borrower:</b>		<b>600. Cash At Settlement From/To Seller:</b>	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amount paid by/for borrower (line 220)		602. Less reductions in amount due seller (line 520)	
303. Cash ( <input type="checkbox"/> FROM) <input type="checkbox"/> TO Borrower:	0.00	603. Cash ( <input type="checkbox"/> TO) <input type="checkbox"/> FROM Seller:	0.00

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. SETTLEMENT CHARGES		Escrow: 7-026906	
700. Total Real Estate Broker Fees		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
<b>Division of Commission (Line 700) As Follows:</b>			
701. \$	7,500.00 to Re/Max Results		
702. \$	7,500.00 to Coldwell Banker/Union Heights		
703. Commission paid at settlement			
704.			
<b>800. Items Payable In Connection With Loan:</b>			
801.	Our origination charge (from GFB #1)		
802.	Your credit or charge (points) for the specific interest rate chosen (from GFB #2)		
803.	Your adjusted origination charges (from GFB A)		
804.	Appraisal fee to (from GFB #3)		
805.	Credit report to (from GFB #3)		
806.	Tax service to (from GFB #3)		
807.	Flood certification (from GFB #3)		
808.			
809.			
810.			
811.			
812.			
813.			
814.			
815.			
816.			
817.			
818.			
819.			
<b>900. Items Required By Lender To Be Paid In Advance:</b>			
901.	Daily interest charges from to @ \$ /day (0 days) (from GFB #10)		
902.	Mortgage insurance premium for mo. to (from GFB #3)		
903.	Homeowner's insurance for yrs. to (from GFB #11)		
904.	Flood insurance premium for yrs. to		
905.			
906.			
<b>1000. Reserves Deposited With Lender:</b>			
1001.	Initial deposit for your escrow account (from GFB #9)		
1002.	Homeowner's insurance 0 months @ \$ 0.00 per month		
1003.	Mortgage insurance 0 months @ \$ 0.00 per month		
1004.	City property taxes 0 months @ \$ 0.00 per month		
1005.	County property taxes 0 months @ \$ 0.00 per month		
1006.	Annual assessments 0 months @ \$ 0.00 per month		
1007.	Flood insurance 0 months @ \$ 0.00 per month		
1008.	0 months @ \$ 0.00 per month		
1009.	Aggregate Adjustment		
1010.			
<b>1100. Title Charges</b>			
1101.	Title services and lender's title insurance (from GFB #4)		
1102.	Settlement or closing fee to Backman Title Services (25) Tax ID: 87-0467631		250.00
1103.	Owner's title insurance (from GFB #5)		
1104.	Lender's title insurance		
1105.	Lender's title policy limit \$		
1106.	Owner's title policy limit \$		
1107.	Agent's portion of the total title insurance premium		
1108.	Underwriter's portion of the total title insurance premium		
1109.			
1110.			
1111.			
1112.			
1113.			
1114.			
<b>1200. Government Recording and Transfer Charges:</b>			
1201.	Government recording charges (from GFB #7)		
1202.	Deed \$ 0.00 Mortgage \$ 0.00 Release \$ 25.00		25.00
1203.	Transfer taxes (from GFB #8)		
1204.	City/County tax/stamps Deed \$ 0.00 Mortgage \$ 0.00		
1205.	State tax/stamps Deed \$ 0.00 Mortgage \$ 0.00		
1206.			
1207.			
<b>1300. Additional Settlement Charges:</b>			
1301.	Required services that you can shop for (from GFB #6)		
1302.			
1303.			
1304.			
1305.			
1306.			
1307.			
1400.	Total Settlement Charges (Enter on line 103, Section J - and - line 502, Section K)		

SELLER'S AND/OR BORROWER'S STATEMENT

Reform: 7-026906

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

Borrowers/Purchasers

Seller

  
\_\_\_\_\_  
David W. Olsen

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

Settlement Agent: Candida W. Suñ-Filo Date: 01/19/2011

Candida W. Suñ-Filo, Backman Title Services (25) Tax ID: 87-0467631

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




## CERTIFICATION ADDENDUM TO HUD-1 SETTLEMENT STATEMENT

Loan Number: 110350005200

Property Address: 4576 EAST COUGAR RUN, BIRDSBYE, UT 84660

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

\_\_\_\_\_  
RONALD E. WORKMAN Borrower

  
\_\_\_\_\_  
DAVID OLSEN Seller

\_\_\_\_\_  
PHYLLIS DIANE WORKMAN Borrower

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Seller

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

*Frankman Title Serv. Co.*  
*Carolee W. Smith* 01/19/2011  
\_\_\_\_\_  
Settlement Agent Date

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

**ADDENDUM TO HUD-1 SETTLEMENT STATEMENT**

Loan Number: 110350005200

Property Address: 4576 EAST COUGAR RUN, BIRDSBYE, UT 84660

NOTICE TO ALL PARTIES: If information is obtained which indicates that the source of the borrower's financial contribution is other than from the borrower or other than stated by the lender in its closing instructions, the settlement agent is to obtain written instructions from the lender before proceeding with settlement.

**CERTIFICATION OF BUYER  
IN AN FHA-INSURED LOAN TRANSACTION**

I certify that I have no knowledge of any loans that have been or will be made to me (us) or loans that have been or will be assumed by me (us) for purposes of financing this transaction, other than those described in the sales contract dated (including addenda). I certify that I (we) have not been paid or reimbursed for any of the cash downpayment. I certify that I (we) have not and will not receive any payment or reimbursement for any of my (our) closing costs which have not been previously disclosed in the sales contract (including addenda) and/or my application for mortgage insurance submitted to my (our) mortgage lender.

Borrower RONALD E. HORKMAN Date

Borrower PHYLLIS DIANE HORKMAN Date

Borrower Date


Borrower Date

Borrower Date

Borrower Date

**CERTIFICATION OF SELLER  
IN AN FHA-INSURED LOAN TRANSACTION**

I certify that I have no knowledge of any loans that have been or will be made to the borrower(s), or loans that have been or will be assumed by the borrower(s), for purposes of financing this transaction, other than those described in the sales contract dated Nov 23-2010 (including addenda). I certify that I have not and will not pay or reimburse the borrower(s) for any part of the cash downpayment. I certify that I have not and will not pay or reimburse the borrower(s) for any part of the borrower's closing costs which have not been previously disclosed in the sales contract (including any addenda).

 1-19-2011  
Seller DAVID OLSEN Date

Seller Date

Seller Date

Seller Date

Seller Date

Seller Date

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



# A. Settlement Statement (HUD-1)

**B. Type Of Loan**

1.  FHA 2.  RMBS 3.  Conv Unins  
 4.  VA 5.  Conv. Ins.

6. File Number: 174348  
 7. Loan Number  
 8. Mortgage Insurance Number

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

**D. Name & Address of Borrower**  
 RONALD E. WORKMAN  
 PHYLLIS DIANE WORKMAN  
 260 EAST VIA PUENTE LINDO  
 SAHUARITA, AZ 85629

**E. Name & Address of Seller**  
 DAVID OLSEN

**F. Name & Address of Lender**  
 AXIOM FINANCIAL, LLC  
 9300 SOUTH 160 EAST  
 SANDY, UT 84070

**G. Property Location**  
 38-311-0080  
 4570 EAST GOUGAR RUN  
 BIRDS EYE, UT 84600  
 LOT 09, PLAT "A", EAGLE'S LANDING MTN HOME  
 DEVELOP.

**H. Settlement Agent** Phone: 435-434-8980  
 INWEST TITLE SERVICES, INC. - 2037 WEST  
 COMMERCE WAY WEST HAVEN, UTAH 84401

**I. Settlement Date**  
 1/18/2011

**Place of Settlement**  
 338 EAST ST. GEORGE BLVD. #102  
 ST. GEORGE, UT 84770

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
<b>100. Gross Amount Due From Borrower</b>		<b>400. Gross Amount Due To Seller</b>	
101. Contract sales price	[REDACTED]	401. Contract sales price	[REDACTED]
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	8,804.28	403.	
104.		404.	
105.		405.	
<b>Adjustments for Items paid by seller in advance</b>		<b>Adjustments for Items paid by seller in advance</b>	
106. City/County Taxes to		406. City/County Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. Gross Amount Due from Borrower</b>		<b>420. Gross Amount Due to Seller</b>	
200. Amounts Paid by or in Behalf of Borrower		490. Reductions in Amounts Due to Seller	
201. Deposit or earnest money	5,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s) (67250)	[REDACTED]	502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for Items unpaid by seller</b>		<b>Adjustments for Items unpaid by seller</b>	
210. City/County Taxes to		510. City/County Taxes to	
211. County Taxes 1/1/2011 to 1/18/2011	138.27	511. County Taxes 1/1/2011 to 1/18/2011	138.27
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid by/for Borrower</b>	[REDACTED]	<b>520. Total Reduction Amount Amount Due Seller</b>	138.27
<b>300. Cash at Settlement from/to Borrower</b>	[REDACTED]	<b>540. Cash at Settlement to/from Seller</b>	[REDACTED]
<b>301. Gross amount due from borrower (line 120)</b>	[REDACTED]	<b>501. Gross amount due to seller (line 420)</b>	[REDACTED]
<b>302. Less amounts paid by/for borrower (line 220)</b>	[REDACTED]	<b>502. Less reductions in amount due seller (line 520)</b>	138.27
<b>303. Cash</b> <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	[REDACTED]	<b>543. Cash</b> <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	[REDACTED]

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collection, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges				Paid From Borrower's Funds at Closing	Paid From Seller's Funds at Settlement
<b>700. Total Real Estate Broker Fees</b>					
Division of commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at settlement					
704.					
<b>800. Items Payable in Connection with Loan</b>					
801. Our origination charge	\$ 4,031.26	(from GFE #1)			
802. Your credit or charge (points) for the specific interest rate chosen	\$ (3,031.26)	(from GFE #2)			
803. Your adjusted origination charges		(from GFE #3)		100.00	
804. Appraisal fee to INHOUSE SOLUTIONS \$450 POO		(from GFE #4) P.O.#. ( borrower) 460.00			
805. Credit Report to AXIOM FINANCIAL, LLO		(from GFE #5)		18.26	
806. Tax service to		(from GFE #6)			
807. Flood certification AXIOM FINANCIAL, LLO		(from GFE #7)		17.00	
808.					
809.					
810.					
811.					
812.					
813.					
814.					
815.					
816.					
<b>900. Items Required by Lender to be Paid in Advance</b>					
901. Daily interest charges from	to	@	day (from GFE #10)		
902. Mortgage insurance premium for 12 months to SUIWEST			(from GFE #9)	5,000.00	
903. Homeowner's insurance for 1 year to HARTFORD			(from GFE #11)	671.00	
904.					
905.					
<b>1000. Reserves Deposited with Lender</b>					
1001. Initial deposit for your escrow account	\$	(from GFE #8)		0.00	
1002. Homeowner's insurance	months @ \$	per month \$	0.00		
1003. Mortgage insurance	months @ \$	per month \$	0.00		
1004. Property Taxes	months @ \$	per month \$	0.00		
1005.	months @ \$	per month \$	0.00		
1006.	months @ \$	per month \$	0.00		
1007. Aggregate Adjustment	\$				
<b>1100. Title Charges</b>					
1101. Title services and lender's title insurance		(from GFE #4)		1,653.00	
1102. Settlement or closing fee	\$ 275.00				
1103. Owner's title insurance BACKMAN TITLE		(from GFE #5)		1,805.00	
1104. Lender's title insurance INVEST TITLE SERVICES, INC.	\$ 893.00				
1105. Lender's title policy limit \$ 250,000.00					
1106. Owner's title policy limit \$ 250,000.00					
1107. Agent's portion of the total title insurance premium	\$ 2,019.44	to: BAYEST TITLE SERVICES, INC.			
1108. Underwriter's portion of the total title insurance premium	\$ 274.56	to: STEWART TITLE COMPANY			
1109.	\$				
1110.	\$				
1111.	\$				
1112.	\$				
1113.	\$				
1114.	\$				
<b>1200. Government Recording and Transfer Charges</b>					
1201. Government recording charges		(from GFE #7)		140.00	
1202. Deed \$ 20.00 Mortgage \$ 120.00 Release \$					
1203. Transfer taxes		(from GFE #9)			
1204. City/County land/taxes Deed \$ Mortgage \$					
1205. State land/taxes Deed \$ Mortgage \$					
1206.	\$				
1207.	\$				
<b>1300. Additional Settlement Charges</b>					
1301. Required services that you can shop for		(from GFE #8)			
1302.	\$				
1303.	\$				
1304.	\$				
1305.	\$				
1306.	\$				
1307.	\$				
<b>1400. Total Settlement Charges (enter on lines 601, Section J and 602, Section K)</b>				<b>\$ 6,044.26</b>	<b>0.00</b>

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges			Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number			
Our origination charge	# 601		7,076.26	4,031.28
Your credit or charge (points) for the specific interest rate chosen	# 602		(3,831.26)	(3,831.26)
Your adjusted origination charges	# 603		3,145.00	100.00
Transfer taxes	# 1203			0.00

Charges That in Total Cannot Increase More Than 10%			Good Faith Estimate	HUD-1
Government Recording Charges	# 1201		100.00	140.00
Appraisal fee to INHOUSE SOLUTIONS \$450 POO	# 604		400.00	460.00
Credit report to AXIOM FINANCIAL, LLO	# 609		19.00	18.28
Flood certification AXIOM FINANCIAL, LLO	# 607		17.00	17.00
Mortgage insurance premium to BURWEST	# 902		6,000.00	6,000.00
Title services and lender's title insurance	# 1101		1,130.00	1,563.00
	#			
	#			
	#			
	#			
	#			
	#			
	#			
	#			
	#			
	#			
	#			
	#			
Total			6,688.00	7,178.28
Increase between GFE and HUD-1 Charges			\$ 812.26 or	7.88 %

Charges That Can Change			Good Faith Estimate	HUD-1
Initial deposit for your escrow account	# 1001			0.00
Daily interest charges \$ 0 /day	# 901			0.00
Homeowner's insurance	# 903		671.00	671.00
	#			
	#			
	#			
	#			
	#			
	#			
	#			
	#			

**Loan Terms**

Your initial loan amount is	\$ 167,260.00
Your loan term is	N/A years
Your initial interest rate is	4.99 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ N/A Includes <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of % The first change will be on and can change again every N/A after . Every change date, your interest rate can increase or decrease by % Over the life of the loan, your interest rate is guaranteed to never be higher than % or higher than %.
Even if you make payments on time, can your loan balance rise?	<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes, it can rise to a maximum of \$ UNKNOWN
Even if you make payments on time, can your monthly amount owed for principal, interest and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$ The maximum it can ever rise to is \$
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$ that results in a total initial monthly amount owed of \$ This includes principal, interest, any mortgage insurance and any items checked below. <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Flood Insurance <input type="checkbox"/>

NOTE: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

**ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT**

Borrower: RONALD E. WORKMAN and PHYLLIS DIANE WORKMAN  
Seller: DAVID OLSEN  
Lender: AXIOM FINANCIAL, LLO  
Settlement Agent: INWEST TITLE SERVICES, INC.  
435-634-5080  
Place of Settlement: 2037 WEST COMMERCE WAY  
WEST HAVEN, UTAH 84401  
Settlement Date: January 18, 2011  
Property Location: 4876 EAST COUGAR RUN  
BIRDSEYE, UT 84600  
UTAH, UT

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

  
RONALD E. WORKMAN

\_\_\_\_\_  
DAVID OLSEN

  
PHYLLIS DIANE WORKMAN

\_\_\_\_\_

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

  
INWEST TITLE SERVICES, INC.  
Settlement Agent

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



## Commitment for Title Insurance

ISSUED BY

**Backman Title Services  
167 East 8100 South, Suite 250  
Murray, Utah 84107-7209**

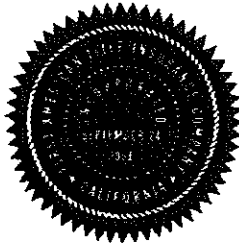
We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the inside cover page.

The Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.



*First American Title Insurance Company*

By: *Guy D. Bennett*  
President

Attest: *Mark L. Anderson*  
Secretary

By: *Cynthia V. Colman*  
Coattested

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title — according to the state statutes where your land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

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**SCHEDULE A**

Order Number: 7-026906 (Revised #3)

1. Effective date: **January 4, 2011 at 7:45 a.m.**

2. Policy or Policies to be issued:

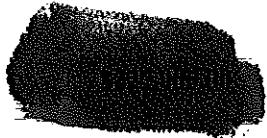
(a) ALTA Owner's ALTA EAGLE OWNERS POLICY (01/08)

Amount of Insurance  


Proposed Insured:

**Ronald E. Workman and Phyllis Diane Workman**

(b) ALTA Loan (6-17-06)



Proposed Insured:

**Axiom Financial, its successors and/or assigns**

(c) ALTA Loan

\$

Proposed Insured:

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

**Fee Simple**

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

**David W. Olsen**

5. The land referred to in this Commitment is in the State of Utah, County of Utah and is described as follows:

**SEE ATTACHED LEGAL DESCRIPTION.**

Purported Address:

**4576 East Cougar Run  
Birdseye, Utah 84629**

**STATEMENT OF CHARGES**

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

- Owners Premium**
- Lenders Premium**
- Form 5 Endorsement**
- 116 Endorsement**
- 8.1 Endorsement**



## **SCHEDULE A**

Order Number: **7-026906**

### **LEGAL DESCRIPTION**

Lot 69, as shown in the Plat for Plat "A", Eagle's Landing, a Mountain Home Development, recorded in the County Recorder of Utah County, Utah, as Entry No. 99937:2001 and Map Filing No. 9263. Subject to the Declaration of Covenants, Conditions, Restrictions of Eagles Landing Plat "A", a Mountain Home Development, recorded in the office of the Utah County Recorder as Entry No. 99930:2001 (as the same is amended or modified).

Together with a right and easement of use and enjoyment in and to the Common Area described, and as provided for, in said Declaration of Easements, Covenants, Conditions and Restrictions (as said Declaration may have heretofore been amended or supplemented).

Parcel No.: **38-311-0069**

## SCHEDULE B – SECTION 1

Order Number: 7-026906

### REQUIREMENTS

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

TO-WIT:

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc. which are not covered by this Commitment or insured under a title insurance policy.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.

NOTE: Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

1. OBTAIN AND RECORD a Warranty Deed from David W. Olsen to Ronald E. Workman and Phyllis D. Workman pursuant to application for title insurance.
2. OBTAIN AND RECORD a Trust Deed to secure your loan.
3. Upon compliance with the Company's underwriting requirements Items 1 - 8 on Schedule B-2 will be deleted on an ALTA Loan Policy and an Eagle Owners Policy.
4. Verify with the homeowners association that all dues are current.
5. OBTAIN A Resolution of the Board of Directors of Hearthstone Development, Inc. authorizing the transaction contemplated herein. Said Resolution should be duly certified by an officer of the corporation and be properly acknowledged.
6. REDEMPTION CERTIFICATE DELIVERED TO THE COMPANY FOR PAYMENT OF:
  - Parcel No.: 38-311-0069
  - Tax Sale for 2007 in the amount of \$229.00 plus penalties and interest.
  - Tax Sale for 2008 in the amount of \$1,568.71 plus penalties and interest.
  - Tax Sale for 2009 in the amount of \$2,677.32 plus penalties and interest.
  - Tax Sale for 2010 in the amount of \$2,803.86 plus penalties and interest.

7. OBTAIN A RECONVEYANCE, EXECUTED BY THE TRUSTEE OF:  
A Constriction Deed of Trust, and the terms and conditions thereof:

Stated Amount: \$266,200.00  
Trustor(s): Hearthstone Development, Inc.  
Trustee: Backman Title Services  
Beneficiary: M&T Mortgage Corporation  
Dated: October 20, 2006  
Recorded: November 01, 2006  
Entry No.: 146440:2006

Notice of Default:

Trustee: Bruce J. Nelson  
Dated: October 20, 2006  
Recorded: November 23, 2009  
Entry No.: 120942:2009

Notice of Superseding Successor of Trustee and Appointment:

Recorded: March 10, 2010  
Entry No.: 19905:2010

Notice of Termination of Trustee's Deed Upon Sale:

Recorded: March 11, 2010  
Entry No.: 20059:2010

**Note: The owner's policy of title insurance committed to be issued will contain Deductible Amounts and Liability Limits relative to certain Covered Risks as follows:**

- **Covered Risk 16 (Subdivision Law Violations)** has a deductible of 1% of the Policy Amount or \$2,500, whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.
- **Covered Risk 18 (Building Permits)** has a deductible of 1% of the Policy Amount or \$5,000, whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.
- **Covered Risk 19 (Zoning)** has a deductible of 1% of the Policy Amount or \$5,000, whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.
- **Covered Risk 21 (Encroachment of Boundary Walls or Fences)** has a deductible of 1% of the Policy Amount or \$2,500, whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.

Your Order has been assigned to **Candida W. Su'a-Filo** for full service escrow. For any escrow/closing questions please call **(801) 492-0510**

Please forward all electronic closing documents to [loandocs@backmantitle.com](mailto:loandocs@backmantitle.com)

Please direct any title inquiries concerning this Commitment to **Jeff Richins**.

**NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies.**

- DAVID W. OLSEN
- HEARTHSTONE DEVELOPMENT, INC.
- RONDALD E. WORKMAN
- PHYLLIS D. WORKMAN

## SCHEDULE B – SECTION 2

Order Number: 7-026906

### EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.
2. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents; or Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any adverse claim based upon the assertion that (a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; (b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake; (c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
9. Lien of taxes, not yet due and payable:  
Year: 2011  
Parcel No.: 38-311-0069  
(See requirements for delinquent tax amounts).
10. The land described herein is located within the boundaries of Nebo District No.'s 6 thru 9 and Utah County Service Area No.'s 6 thru 9 and is subject to any assessments levied thereby.
11. The terms and conditions of that certain Resolution No. 2000-85:  
Recorded: October 16, 2000  
Entry No.: 81304:2000
12. The terms and conditions of that certain Resolution No. 81866:2000:  
Recorded: October 17, 2000  
Entry No.: 81866:2000

13. The terms and conditions of that certain Resolution creating and establishing the Utah Valley Dispatch Special Service District as set forth in that certain Certificate of Creation:  
Recorded: October 22, 2008  
Entry No.: 114949:2008
14. The terms and conditions of that certain Resolution creating and establishing the Utah Valley Road Special Service District as set forth in that certain Certificate of Creation:  
Recorded: May 8, 2009  
Entry No.: 50963:2009
15. Rights of Way and Easements for any roads, ditches, canals, pipelines, transmission lines, power, telephone, sewer, gas, fiber optic, cable, water, cable or other utility lines now existing over, under or across said property.
16. 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.
17. Subject to the Notes as shown on the official recorded plat.
18. Building setbacks, and the terms and conditions thereof:  
Disclosed by: Plat of said subdivision  
Area Affected: As shown on plat
19. Easement, and the terms and conditions thereof:  
Disclosed by: Plat of said subdivision  
Purpose: Utilities  
Area Affected: 10 feet on front lot lines
20. 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 2, 2001  
Entry No.: 99930:2001  
  
Amended Covenants:  
Recorded: June 06, 2008  
Entry No.: 66041:2008  
  
Contains provision for continuing assessment liens, compliance should be checked by contacting the homeowners association.
21. The terms and conditions of that certain Land Use Agreement:  
Recorded: October 2, 2001  
Entry No.: 99931:2001
22. The terms and conditions of that certain Land Use Agreement:  
Recorded: January 29, 2007  
Entry No.: 14058:2007

23. Maintenance Agreement, including the terms and conditions thereof:

Between: Eagles Landing Development LC  
And: Utah County  
Dated: September 14, 2001  
Recorded: October 2, 2001  
Entry No.: 99936:2001

24. Agreement, and the terms and conditions thereof:

Between: IAC TAX V, LLC  
And: Utah County  
Dated: December 21, 2005  
Recorded: December 22, 2005  
Entry No.: 148276:2005

Assignment of Assumption and Consent Agreement:

Recorded: June 29, 2006  
Entry No.: 82365:2006

First Amendment to Phased Bonding Agreement:

Recorded: May 06, 2008  
Entry No.: 53563:2008

25. Any prior reservations and/or any minerals in or under said land including, but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights, and easement rights or other matters relating thereto, whether expressed or implied.



**SCHEDULE C**

Order Number: 7-026906

**Chain of Title**

According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

<u>Document Name</u>	<u>Recording Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
<b>NONE</b>				

## PRIVACY POLICY

*First American Title Insurance Company.*

### WE ARE COMMITTED TO SAFEGUARDING CUSTOMER INFORMATION

*In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information, particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.*

### APPLICABILITY

*This Privacy Policy governs our use to the information, which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).*

### TYPES OF INFORMATION

*Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:*

- \* Information we received from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.*
- \* Information about your transactions with us, our affiliated companies, or others; and*
- \* Information we receive from a consumer-reporting agency.*

### USE OF INFORMATION

*We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.*

### FORMER CUSTOMERS

*Even if you are no longer our customer, our Privacy Policy will continue to apply to you.*

### CONFIDENTIALITY AND SECURITY

*We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.*

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
5/1/2011	254

Bill To
Ronald and Diane Workman 4576 E. Cougar Run Birdseye, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	02/28/2011	6/10/2011
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<b>Total</b>	\$55.00

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
5/1/2011	255

Bill To
Ronald and Diane Workman 4576 E. Cougar Run Birdseye, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	03/31/2011	6/10/2011
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<b>Total</b>	<b>\$55.00</b>

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
5/1/2011	256

<b>Bill To</b>
Ronald and Diane Workman 4576 E. Cougar Run Birdseye, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	04/30/2011	6/10/2011
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<b>Total</b>	\$55.00

May 16, 2011

Eagle's Landing Water Company  
P.O.Box 970729  
Orem, UT 84097

Dear Mr. Olsen,

Please find an enclosed check in the amount of \$220.00, in payment for \$55.00 monthly water usages from the 2011 months of February, March, April and May. I'll probably send future monthly checks through our bank's 'bill pay' account. Please advise if additional information is needed on future checks, such as an account or lot number.

Sincerely,

Phyllis "Diane" Workman

4576 Cougar Run  
HC13 Box 307  
Fairview, UT 84629

RONALD E WORKMAN  
PHYLLIS D WORKMAN  
4576 E COUGAR RUN  
HC 13 BOX 307  
FAIRVIEW, UT 84629

1159

01-527/1221 1035  
3310998281

May 16, 2011 DATE

Pay to the  
Order of

Eagle's Landing Water Co. | \$220.00

Two Hundred Twenty and no/100

Dollars



Wells Fargo Bank, N.A.  
Arizona  
wellsfargo.com

For Feb. - May 2011



01159

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
6/1/2011	257

<b>Bill To</b>
Ronald and Diane Workman 4576 E. Cougar Run Birdseye, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	05/31/2011	6/10/2011
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<b>Total</b>	\$55.00

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
7/1/2011	270

Bill To
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	06/30/2011	7/10/2011
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<b>Total</b>	\$55.00

*Pal. Ok. # 1163*



Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
8/1/2011	280

Bill To
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	07/31/2011	8/10/2011
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<b>Total</b>	<b>\$55.00</b>

*pd. 7/29/2011*

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
10/1/2011	297

Bill To
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	09/30/2011	10/10/2011
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<b>Total</b>	<b>\$55.00</b>

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
11/1/2011	307

Bill To
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	10/31/2011	11/1/2011
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<b>Total</b>	<b>\$55.00</b>

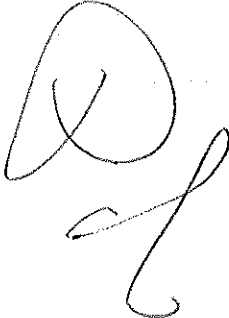
Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
12/1/2011	316

<b>Bill To</b>
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	11/30/2011	12/10/2011
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate 	55.00	55.00
			<b>Total</b>	\$55.00

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
2/1/2012	333

Bill To
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	01/31/2012	2/10/2012
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<b>Total</b>	<b>\$55.00</b>

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
3/1/2012	340

Bill To
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

*J. Workman*

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	02/29/2012	3/10/2012
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
<p>10:30 AM 3/21/12 W.F. said case # 2733096 will be opened, but would take up to 10 Business days to resolve problem of why "auto pay" was returned. Contacted Dave Olsen to notify him that bank would be calling him &amp; gave him the matter.</p>			<b>Total</b>	\$55.00

5/16/2012 Spoke w/ Central Bank who said no holds have been placed on acct. Spoke w/ Dave O, and will send 3 mos. of returned checks to his house.  
 @R# 1180 - not cashed at this time.  
 @R# 1193 for \$165.00

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
5/1/2012	359

Bill To
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	04/30/2012	5/10/2012
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
<i>Post office (Mike)</i> <i>877 E. 1200 S</i> <i>Orem, UT 84097</i> <i>P.O. Box - 7141</i> <i>801-802-2111</i>			<b>Total</b>	\$55.00

*4/25/12*  
*1 BW B6P40*

*P.P.*

*801-802-2111*  
*800-896-3557*  
*Customer Service*  
*212-310-1011*  
*Met. reading*

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
6/1/2012	369

**Bill To**

Ronald and Diane Workman  
HC 13 BOX 307  
Fairview, UT 84629



Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	05/31/2012	6/10/2012
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<b>Total</b>	<b>\$55.00</b>



Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
7/1/2012	381

Bill To
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	06/30/2012	7/10/2012
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	110.00	110.00

*PD. 55.00*

Due to the high water usage this year; water rates will be raised to \$110.00 for the period of June 2012 to October 2012. After that time water rates will return to \$55.00.

Thanks

Eagles Landing Water Company

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
9/1/2012	399

**PAID**

Bill To
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	08/31/2012	9/10/2012
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<b>Total</b>	<b>\$55.00</b>

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date: 10/1/2012  
Invoice #: 409

**PAID**

**Bill To**

Ronald and Diane Workman  
HC 13 BOX 307  
Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	09/30/2012	10/10/2012
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00

10/15/12

**Total** \$55.00

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
11/1/2012	419

**Bill To**

Ronald and Diane Workman  
HC 13 BOX 307  
Fairview, UT 84629



Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	10/31/2012	11/10/2012
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<b>Total</b>	\$55.00

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
1/1/2013	447

Bill To
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	12/31/2012	1/15/2013
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<b>Total</b>	<b>\$55.00</b>

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
2/1/2013	457

**PAID**

Bill To
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	01/31/2013	2/15/2013
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<b>Total</b>	<b>\$55.00</b>

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
3/1/2013	468

Bill To
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

**PAID**

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	02/28/2013	3/15/2013
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<b>Total</b>	<b>\$55.00</b>

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
5/1/2013	494

**Bill To**

Ronald and Diane Workman  
HC 13 BOX 307  
Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	04/30/2013	5/15/2013
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<b>Total</b>	<b>\$55.00</b>

5/14/13



Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
6/1/2013	506

Bill To
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	05/31/2013	6/15/2013
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
<i>Sent 6/24/13</i>				
			<b>Total</b>	<b>\$55.00</b>

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
7/5/2013	518

<b>Bill To</b>
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	06/30/2013	7/15/2013
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
<i>No pmt. made due to agreement by Dave Alsen on well maintenance. DW</i>				
			<b>Total</b>	<b>\$55.00</b>

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
8/1/2013	529

<b>Bill To</b>
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	07/31/2013	8/15/2013
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<i>No PMT.</i>	
			<b>Total</b>	\$55.00

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
9/5/2013	540

<b>Bill To</b>
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	08/31/2013	9/15/2013
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			<i>No Pmt.</i>	
<b>Total</b>				\$55.00

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
10/1/2013	551

<b>Bill To</b>
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	09/30/2013	10/15/2013
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
<i>Did not pay - Due to agreement w/Dave.</i>			<i>July, Aug. &amp; Sept.</i>	

Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
10/24/2013	558

<b>Bill To</b>
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
				10/31/2013
Qty	Item	Description	Rate	Amount
1	MTR	Meter Set	4,000.00	4,000.00
			<b>Total</b>	<b>\$4,000.00</b>



### Account Activity

#### Activity Summary

Current Posted Balance

Pending Withdrawals/ Debits

Pending Deposits/ Credits

Available Balance

#### Transactions

##### Find Transactions

Description or Keyword **Eagles Landing**

Dates **Last 18 Months**

Amounts or Check Numbers **Amount Range \$35.00 to \$55.00**

Type

Date ↓	Description	Deposits / Credits	Withdrawals / Debits
<b>Pending Transactions</b> Note: Amounts may change			
12/11/13	BILL PAY EAGLES LANDING W		\$35.00
<b>Posted Transactions</b>			
11/13/13	BILL PAY EAGLES LANDING W RECURRINGNo Account Number ON 11-13		\$35.00
10/29/13	BILL PAY EAGLES LANDING W ON-LINE No Account Number ON 10-29		\$55.00
06/17/13	BILL PAY EAGLES LANDING W RECURRINGNo Account Number ON 06-17		\$55.00
05/15/13	BILL PAY EAGLES LANDING W RECURRINGNo Account Number ON 05-15		\$55.00
04/16/13	BILL PAY EAGLES LANDING W RECURRINGNo Account Number ON 04-16		\$55.00
03/15/13	BILL PAY EAGLES LANDING W RECURRINGNo Account Number ON 03-15		\$55.00
02/15/13	BILL PAY EAGLES LANDING W RECURRINGNo Account Number ON 02-15		\$55.00
01/15/13	BILL PAY EAGLES LANDING W RECURRINGNo Account Number ON 01-15		\$55.00
12/17/12	BILL PAY EAGLES LANDING W RECURRINGNo Account Number ON 12-17		\$55.00
11/15/12	BILL PAY EAGLES LANDING W RECURRINGNo Account Number ON 11-15		\$55.00
10/16/12	BILL PAY EAGLES LANDING W RECURRINGNo Account Number ON 10-16		\$55.00
09/17/12	BILL PAY EAGLES LANDING W RECURRINGNo Account Number ON 09-17		\$55.00
08/16/12	BILL PAY Eagles Landing W RECURRINGNo Account Number ON 08-15		\$55.00
07/17/12	BILL PAY Eagles Landing W RECURRINGNo Account Number ON 07-17		\$55.00
06/15/12	BILL PAY Eagles Landing W RECURRINGNo Account Number ON 06-15		\$55.00
<b>Totals</b>		<b>\$0.00</b>	<b>\$840.00</b>

Equal Housing Lender

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Eagles Landing Water Company, LLC

PO Box 970729  
Orem, UT 84097

# Invoice

Date	Invoice #
12/5/2013	616

Bill To
Ronald and Diane Workman HC 13 BOX 307 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	11/30/2013	12/15/2013
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	35.00	35.00
			<b>Total</b>	<b>\$35.00</b>



EAGLES LANDING WATER COMPANY LLC

P O BOX 970729  
OREM, UT 84097  
(801) 705-9910

CENTRAL BANK  
Spanish Fork Office  
Spanish Fork, Utah 84680

1211

97-32/1243

12/9/2013

PAY TO THE  
ORDER OF

Ron Workman

\$ \*\*129.17

One Hundred Twenty-Nine and 17/100\*\*\*\*\*

DOLLARS

Ron Workman

MEMO

THIS DOCUMENT CONTAINS TRADE SENSITIVE INFORMATION. IF YOU NOTICE THIS MESSAGE, PLEASE CONTACT THE ISSUING BANK IMMEDIATELY.

⑈001211⑈ ⑆124300327⑆061 11935 0⑈

EAGLES LANDING WATER COMPANY LLC

1211

Ron Workman

12/9/2013

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/9/2013	Bill	131074-3	129.17	129.17		129.17
				Check Amount		129.17

Central Bank - Check1

129.17

Reimbursement for generator rental  
of 6/28/2012. Received 12/11/2013.