



**First American
Title Insurance Company**

CLAIMS SERVICES

MATT BEDWELL
SENIOR CLAIMS COUNSEL

July 1, 2013

J. Rodney Dansie
7198 West 13090 South
Herriman, UT 84096

Re: Lis Pendens
Policy: 14033010
Reference No.: 90-01-001C
Owner: J. Rodney Dansie
Property: Salt Lake County parcel nos. 32-05-351-004 and 32-05-376-001

Dear Mr. Dansie:

It is my understanding that you have requested that First American revisit the claim you made on the above-referenced policy due to the filing, by Hi-Country Estates Homeowner's Association (the "Association"), of a new lis pendens in November of last year ("Lis Pendens"). This Lis Pendens refers to ongoing litigation between yourself and the Association over maintenance costs that may be associated with your right to use Association's roadways to access your property. Unfortunately, as has been previously explained by other claims counsel with First American, the maintenance costs associated with easement access are outside the provisions of your title insurance policy. As a result, First American will not take any action regarding the November 2012 Lis Pendens and will not pay for counsel to represent you in this dispute.

With respect to access, your policy of title insurance insures only a "right of access." This does not include physical access and does not, in any way, insure the physical condition of access. This limitation to legal access also means the maintenance costs that may be associated with the use of physical access are also outside the insuring provisions of the policy. Because the only issue identified by the Lis Pendens is maintenance cost associated with your easement across the Association's property, there is no coverage for the continuing litigation regarding that issue.

9000 East Pima Center Parkway, Scottsdale, AZ 85258

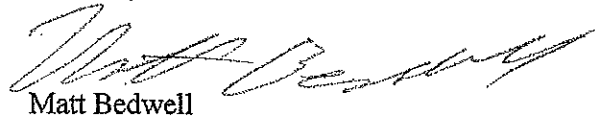
DIRECT 602.685.7668 • E FAX 877.492.3765

mbedwell@firstam.com

By referring to specific provisions of the policy in this letter, First American does not waive or modify any term, condition, or exclusion under the policy and reserves the right to deny defense or indemnity on any ground under the policy, whether or not specifically referred to in this letter. Nothing contained in this letter is intended as, nor should be deemed to constitute, a waiver or relinquishment of any of First American's rights or remedies, whether legal or equitable, all of which are hereby expressly reserved.

If you have any questions regarding this analysis, please feel free to contact me. Also, if you have any additional information or documents that may bear on this claims decision, such as information that the Association is challenging or attempting to alter previous orders entered by the various Utah courts, please provide it to me as soon as possible and I will promptly reopen our investigation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Matt Bedwell", written in black ink.

Matt Bedwell

① - FA - C

7/8/13

Call of 7/8/13

4:15 PM



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7-11-13

(4)

TO: MATT Bedwell

602-685-7668

F. A. T. Co -

Fax- 877-~~489~~-3765
-492-

RE. 90-01-001C

From J. Rodney DANSIÉ

801-254-4364

Hi. - Attached are the pages of the policy
I have and I am sending files to Boxes
to see if I can find other pages on
the complete policy -

as per your request I am forwarding that
to you by Fax -

Thanks

Rod Dansie

rodansie@msn.com

SCHEDULE B

Order No. A122800

Policy No:
59142-13*01082340

Entry No.

5456208

11. As to Standard exception No. 2, notwithstanding insured acknowledges that a dispute over access to the insured property exist as of the date of this policy the knowledge of said dispute on the part of the insurer and/or insured shall not, in any way, operate as an exclusion to the coverage provided herein.

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POLICY OF TITLE INSURANCE



COPY

ISSUED BY

First American Title Insurance Company

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

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

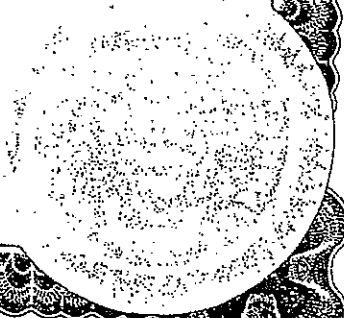
The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *Mark R. Arnesen* SECRETARY

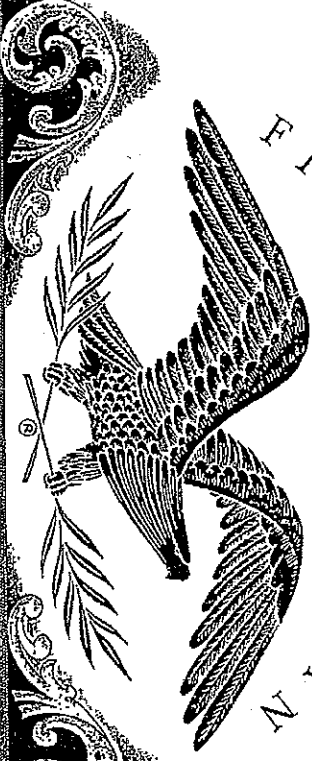
UT
J



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COPY

FIRST AMERICAN



First American Title Insurance Company

POLICY OF TITLE INSURANCE



1 - EVAN MORRIS

2 - CC - R - DOCT

3 - ERIN | Right of way