

0001

### Document Information Form

Mine Number: C/043/001

File Name: Incoming

To: DOGM

From:

Person N/A

Company BACKMAN-STEWART TITLE SERVICES, LTD.

Date Sent: 6 / 19 / 90

Explanation:

INVOICE

cc:

File in: C/043/001, 1990, Incoming

Refer to:

- Confidential
- Shelf
- Expandable

Date \_\_\_\_\_ For additional information

0001

INVOICE

BACKMAN-STEWART TITLE SERVICES, LTD.  
700 McINTYRE BUILDING  
68 SOUTH MAIN STREET  
SALT LAKE CITY, UTAH 84101

9999900  
UTAH STATE ATTORNEY GENERAL  
ATTN: RALPH FINLAYSON  
236 STATE CAPITOL  
SALT LAKE CITY, UT 84114

Buyer : JOHNELL LIMITED PARTNERSHIP  
Seller: PR ONLY-RALPH FINLAYSON  
Property address:

Subdivision: 24 5S 4E  
OUT OF COUNTY WASATCH  
Section: Block: Lot: 0

Sales Amount: \$ 0.00  
Loan Amount : \$ 0.00

PLEASE REMIT COPY WITH PAYMENT  
INCLUDE CUSTOMER # ON CHECK.  
THANK YOU  
BACKMAN-STEWART TITLE SERVICES, LTD.

06/19/90 File Number: 90031581 Invoice #: 7949

Income Code	Description	Amount
	COMMITMENT FEE	75.00
	Invoice Total	\$ 75.00

BACKMAN-STEWART TITLE SERVICES, LTD.

File in:

- Confidential
- Shelf
- Expandable

Refer to Record No 0001 Date 6-19-90

In C1043/001, 1990, Incoming

For additional information

COMMITMENT FOR TITLE INSURANCE  
ISSUED BY



*Sancity of Contract*

**STEWART TITLE**  
GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

**STEWART TITLE**  
GUARANTY COMPANY

*Carlson Morris*

Chairman of the Board

Countersigned by:

*John Anderson*

Authorized Signatory

**BACKMAN-STEWART TITLE SERVICES, LTD.**

68 SOUTH MAIN ST., S. L. C., UT 84101

City, State



*Stewart Morris*

President

SCHEDULE A

ORDER NO.: 90031581

1. Effective date: JUNE 18, 1990 at 7:45 a.m.
2. Policy or policies to be issued: Amount of insurance Rate  
Type  
Proposed insured:  
TRUSTEE'S SALE GUARANTEE \$ 1,000.00 \$ 150.00  
Proposed insured:  
Other coverages and/or charges:

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

FEE SIMPLE

4. Title is at the effective date vested in:  
JOHNELL LIMITED PARTNERSHIP, a Utah Limited Partnership
5. The land referred to in this commitment is in the STATE OF UTAH, County of WASATCH, and is described as follows:

The North one-half of the Northeast one quarter and the North one-half of the North one-half of the South one-half of the Northeast one quarter of Section 24, Township 5 South, Range 4 East, Salt Lake Base and Meridian.

EXCEPTING from Section 24 the following:

That portion of the following described tract which lies within Section 24, Beginning at the Northwest corner of Section 19, Township 5 South, Range 5 East, Salt Lake Base and Meridian, thence East 5.32 chains to the lands of John G. Barratt; thence South 15 deg. 30' East 18 chains; thence South 61 deg. 30' East 12.12 chains; thence South 75 deg. East 7.5 chains, more or less, to the Westerly line of a 4 rod road; thence West 31.59 chains; thence North 24.66 chains, more or less, to a point due West of the place of beginning; thence East 4.28 chains, more or less, to the place of beginning.

CONTINUATION SHEET

SCHEDULE A

ORDER NO.: 90031581

The West one-half of the Northwest one quarter of the Northeast one quarter of Section 24, Township 5 South, Range 4 East, Salt Lake Base and Meridian.

BACKMAN-STEWART TITLE SERVICES, LTD.

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SCHEDULE B - SECTION 1

ORDER NO.: 90031581

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:

1. A Trustee's Sale conducted by the Trustee named in the Deed of Trust shown as Exception No. 12 conducted in accordance with Chapter 1, Title 57, Utah Code Annotated, 1953 as Amended.

NOTE 1| The Judicial District in which said land is located:

THIRD

NOTE 2| Attention is called to Soldiers' and Sailors Civil Relief Act of 1940 and amendments thereto which contain inhibitions against the sale of land under Deed of Trust if the owner is entitled to the benefits of said Act.

NOTE 3| Attention is called to the Federal Tax Lien Act of 1966 which, among other things, provides for the giving of written notice of sale in a specified manner to the Secretary of Treasury or his delegate as a requirement for the discharge of a Federal Tax Lien in a nonjudicial sale, and establishes with respect to such lien a right in the United States to redeem the property within a period of 120 days from the date of any such sale.

NOTE 4| The names and addresses of persons who have recorded requests, as provided by Chapter 1, Title 57, Utah Code Annotated, 1953, as Amended.

NONE

NOTE 5| The names and addresses of additional persons:

Johnell Limited Partnership  
Not disclosed

Summit Minerals, Inc.  
Not disclosed

CONTINUATION SHEET  
SCHEDULE B - SECTION 1

ORDER NO.: 90031581

REQUIREMENTS: (Continued)

State of Utah, by and through Department of  
Natural Resources, Division of Oil, Gas and  
Mining  
Not disclosed

Backman Title Company  
68 South Main, Suite 700  
SLC, Utah 84101

Backman Title Company and National Attorney's  
Title Insurance Company

NOTE 6) Attention is called to the Agricultural Credit  
Act of 1987, the purpose of which is to assist  
distressed farmers by giving them certain rights  
to restructure distressed loans and by creating  
rights to re-acquire property that had been  
foreclosed or had been transferred by deed in  
lieu of foreclosure.

PLEASE DIRECT ANY INQUIRIES CONCERNING THIS COMMITMENT TO:  
TODD EVANS  
(801) 531-8314

NOTE) The following names have been checked for Judgements,  
Federal Tax Liens and Bankruptcies and none were found of record:  
JOHNELL LIMITED PARTNERSHIP

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 report 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.

SCHEDULE B - SECTION 2

ORDER NO.: 90031581

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:

[Printed Exceptions]

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.
2. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

[Special Exceptions]

CONTINUATION SHEET

SCHEDULE B - SECTION 2

ORDER NO.: 90031581

SPECIAL EXCEPTIONS: (continued)

7. Lien of Taxes, not yet due and payable:
 

Year		1990
Serial No.		OWC-2458-0-024-054
TAX SALE		1989
Amount		\$158.24 PLUS PENALTIES AND INTEREST
  
8. Said property is subject to the effect of the Farmland Assessment Act of 1969 (the so-called Greenbelt Amendment) which provides for retroactive or roll-back taxes in the event said property is used for other than Agricultural Purposes as set forth in the applications recorded in the office of the County Recorder.
  
9. The land described herein is located within the boundaries of Wasatch County and Wasatch County Fire District and are subject to any assessments levied thereby.
  
10. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and Right of Way and Easements thereof.
  
11. Any and all outstanding oil and gas, mining and mineral rights, etc. together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights.
  
12. A Deed of Trust, and the terms and conditions thereof:
 

Stated Amount		\$120,300.00
Trustor		Johnell Limited Partnership
Trustee		David S. Christensen
Beneficiary		The State of Utah, Department of Natural Resources, Division of Oil, Gas and Mining
Dated		June 2, 1986
Recorded		June 5, 1986
Entry No.		138780
Book/Page		181/154

  

Substitution of Trustee:		
Trustee		Ralph L. Finlayson
Recorded		March 16, 1990
Entry No.		151688
Book/Page		216/714

CONTINUATION SHEET

SCHEDULE B - SECTION 2

ORDER NO.: 90031581

NOTE: Said Substitution appears to contain an erroneous Book and Page reference to the original Trust Deed.

Notice of Default:

Trustee		Ralph L. Finlayson
Dated		March 14, 1990
Recorded		March 16, 1990
Entry No.		151689
Book/Page		216/717

*No - T~~he~~ reference is correct as confirmed with the title company.*

13. Collateral Bonding and Indemnity Agreement between Summit Minerals, Inc., and Johnell Limited Partnership and the State of Utah, by and through the Department of Natural Resources, Division of Oil, Gas and Mining dated June 4, 1986 and recorded June 5, 1986 as Entry No. 138781 in Book 181, Page 156.
14. A Deed of Trust, and the terms and conditions thereof:

Stated Amount		Not disclosed
Trustor		Johnell Limited Partnership, a Utah limited Partnership
Trustee		Backman Title Company
Beneficiary		Backman Title Company and National Attorney's Title Insurance Company
Dated		April 15, 1986
Recorded		June 30, 1986
Entry No.		139023
Book/Page		181/784-785
15. The identities of the general partners to Johnell Limited Partnership are unknown, and this report will become subject to any matters disclosed when such are provided.