

**CITY OF LOGAN, UTAH  
REDEVELOPMENT AGENCY  
RESOLUTION NO. 16-29 RDA**

**BE IT RESOLVED BY THE LOGAN MUNICIPAL COUNCIL THAT THE  
FOLLOWING ADJUSTMENTS BE MADE TO THE 2015-16 BUDGET:**

1. To appropriate funds for the acquisition of the Emporium property by the Downtown RDA.

**REDEVELOPMENT AGENCY**

Revenue		
Non Departmental	235-000000-395000	\$2,000,000
Fund Reserve		

Expense		
Redevelopment Logan Downtown	235-235130-471000	\$2,000,000
Land		

**THIS RESOLUTION** duly adopted upon this 15 day of June, 2016 by the following vote:

Ayes: Simmonds, Olson, Davis, Jensen

Nays: none

Absent: Needham

ATTEST:

Teresa Harris  
Teresa Harris, City Recorder



Herm Olsen  
Herm Olsen, Chair


2285

Civil  
PROOF OF PUBLICATION

STATE OF UTAH  
COUNTY OF CACHE, ss

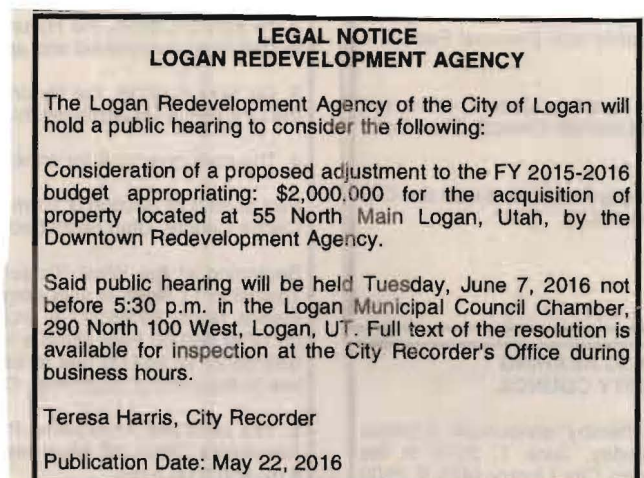
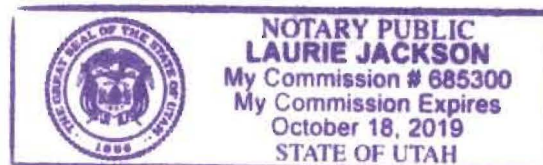
On this 23rd day of May, A.D. 2016 personally appeared before me JAIME MAW who being first being duly sworn, deposes and says that (s)he is the Principal Legal Clerk of the Cache Valley Publishing Co., publishers of The Herald Journal a daily newspaper published in Logan City, Cache County Utah, and that the Legal Notice, a copy of which is hereto attached was published in said newspaper for 1 issue(s) and that said notice also published on utahlegals.com on the same days(s) as publication in said newspaper

Commencing on the following days:  
05/22/2016

\_\_\_\_\_, Principal Legal Clerk

Subscribed and sworn to before me on this 23rd day of May, A.D. 2016

\_\_\_\_\_, Notary Public  
Commissioned in the State of Utah  
My Commission expires 10/18/2019



NT-77216  
Logan City Municipal Corporation  
255 North Main Street  
Logan, UT 84321

## WARRANTY DEED

NEM, LLC

Grantor(s) of Logan, County of Cache State of UT,  
hereby **CONVEY AND WARRANT** to

Ent 1146909 Bk 1895 Pg 260  
Date: 10-May-2016 01:49 PM Fee \$19.00  
**Cache County, UT**  
Michael Glead, Rec. - Filed By TJ  
For NORTHERN TITLE COMPANY

Logan City Municipal Corporation

Grantee(s) of Logan, County of Cache, State of UT for the sum of TEN DOLLARS AND OTHER GOOD  
AND VALUABLE CONSIDERATION, the following described tract of land in Cache County, State of UT:

**PARCEL 1: 06-025-0011**

**41 NORTH MAIN STREET, LOGAN, UTAH 84321**

**BEGINNING AT A POINT 45 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 8, BLOCK 14, PLAT "A" LOGAN CITY SURVEY, AND RUNNING THENCE WEST 148 1/2 FEET; THENCE SOUTH 20 FEET; THENCE EAST 148 1/2 FEET; THENCE NORTH 20 FEET TO THE PLACE OF BEGINNING AND SITUATED IN THE SOUTHEAST QUARTER, SECTION 33, TOWNSHIP 12 NORTH OF RANGE ONE EAST OF THE SALT LAKE BASE AND MERIDIAN.**

**ALSO: BEGINNING AT A POINT 20 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 8, BLOCK 14, PLAT "A", LOGAN CITY SURVEY; WEST 69.5 FEET; NORTH 20 FEET; WEST 79 FEET; SOUTH 45 FEET; EAST 148.5 FEET; NORTH 25 FEET; TO THE POINT OF BEGINNING.**

**PARCEL 2: 06-028-0016**

**55 NORTH MAIN STREET, LOGAN, UTAH 84321**

**BEGINNING AT A POINT 37.5 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 7, BLOCK 14, PLAT "A" LOGAN CITY SURVEY, AND RUNNING THENCE NORTH 46.5 FEET TO A POINT 84 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 7; THENCE WEST 148.5 FEET; THENCE SOUTH 46.5 FEET TO A POINT WEST OF BEGINNING; THENCE EAST 148.5 FEET TO THE POINT OF BEGINNING.**

**ALSO: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, AND RUNNING THENCE WEST 9 RODS; THENCE NORTH 37.5 FEET; THENCE EAST 9 RODS; THENCE SOUTH 37.5 FEET TO THE POINT OF BEGINNING.**

**RIGHT OF WAY PARCELS:**

**TOGETHER WITH A RIGHT OF ROADWAY DESCRIBED AS FOLLOWS: BEGINNING 132 FEET WEST OF THE NORTHEAST CORNER OF LOT 6, OF SAID BLOCK; THENCE SOUTH 125.5**

FEET; THENCE WEST 16.5 FEET; THENCE NORTH 125.5 FEET; THENCE EAST 16.5 FEET TO THE POINT OF BEGINNING.

ALSO: A RIGHT OF WAY BEGINNING 148.5 FEET WEST OF A POINT 58.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 7, AND RUNNING THENCE NORTH 25.5 FEET; THENCE NORTHERLY ON A CURVE TO THE RIGHT (RADIUS EQUALS 23.8 FEET) 11 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT (RADIUS EQUALS 134.5 FEET) 62.5 FEET TO A POINT IN THE EAST-WEST LINE, 154 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 7; THENCE WEST 16.5 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT (RADIUS EQUALS 118 FEET) 54.5 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT (RADIUS EQUALS 40.3 FEET) 18.65 FEET TO A POINT 16.5 FEET WEST OF BEGINNING; THENCE SOUTH 25.5 FEET; THENCE EAST 16.5 FEET TO THE POINT OF BEGINNING.

PARCEL 3: 06-028-0015

67 NORTH MAIN STREET, LOGAN, UTAH, 84321

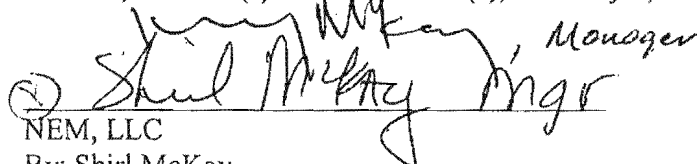
COMMENCING AT A POINT 84 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 7, BLOCK 14, PLAT "A" LOGAN CITY SURVEY, AND RUNNING THENCE WEST 132 FEET; THENCE NORTH 25 FEET; THENCE EAST 132 FEET; THENCE SOUTH 25 FEET TO THE PLACE OF BEGINNING.

ALSO: BEGINNING AT A POINT 132 FEET WEST OF A POINT WHICH IS 84 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 7, BLOCK 14, PLAT "A", LOGAN CITY SURVEY, AND RUNNING THENCE WEST 16.5 FEET MORE OR LESS TO THE EAST SIDE OF A 16.5 FOOT WIDE RIGHT OF WAY; THENCE NORTHERLY FOLLOWING THE CURVE OF THE RIGHT OF WAY TO A POINT WHICH IS DUE WEST OF A POINT WHICH IS 25 FEET NORTH OF THE POINT OF BEGINNING; THENCE WEST TO A POINT WHICH IS 25 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 25 FEET TO THE POINT OF BEGINNING.

ALSO: A RIGHT OF WAY FOR VEHICLES OVER THE TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 132 FEET WEST FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 14, PLAT "A" LOGAN CITY SURVEY, THENCE RUNNING SOUTH 239 1/2 FEET; THENCE WEST 16 1/2 FEET; THENCE NORTH 239 1/2 FEET; THENCE EAST 16 1/2 FEET TO THE PLACE OF BEGINNING.

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

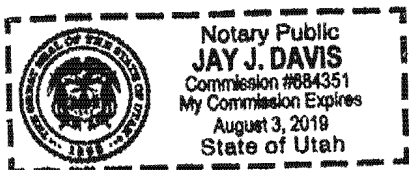
Witness, the hand(s) of said Grantor(s), this May 9, 2016.

  
NEM, LLC  
By: Shirl McKay  
Its: Manager

Ent 1146909 Bk 1895 Pg 261

State of UT                                 )  
County of Cache                         )

On May 9, 2016, personally appeared before me Shirl McKay + Tracy McKay  
who, being by me duly sworn, did say that he/she is the Manager/Member(s) of NEM, L.L.C. and that the said  
instrument was signed on behalf of said Limited Liability Company by the authority of its Articles of  
Organization and Operating Agreement, and the aforesaid individual(s) acknowledged to me that said Company  
executed the same.



Jay J. Davis  
Notary Public

July 16, 2016

**Logan City Municipal Corporation  
255 North Main Street  
Logan, UT 84321**

Re: Title Insurance Discounts

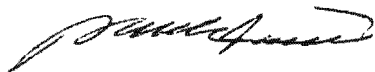
Dear Valued Customer,

Congratulations on your recent purchase of real estate. Attached, please find your Owner's Policy of Title Insurance. **We would like to express our appreciation to you as a valued customer** for selecting Northern Title Company of UT for your title insurance needs.

Since we now have an established file regarding this property, there may be deep discounts available if you need future title services on this property.


Again, **we thank you for your business** and would like you to remember to specify Northern Title Company of UT for all your future title insurance needs.

Best Regards,



Northern Title Company

**NORTHERN TITLE COMPANY**  
11 West Center Street ❖ Logan, Utah 84321  
(435) 752-3600 ❖ Fax (435) 752-3612

 <b>First American Title™</b>	<b>Owner's Policy of Title Insurance</b>
<b>Owner's Policy</b>	ISSUED BY <b>First American Title Insurance Company</b>  POLICY NUMBER <b>5011400-1453476e</b>

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

#### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

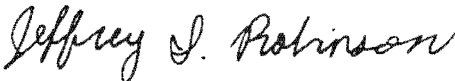
**First American Title Insurance Company**

For Reference:

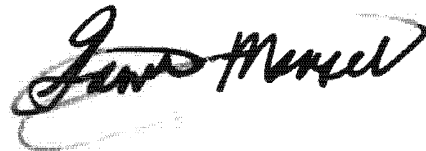
File #: NT-77216



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary



(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental

protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any

appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the

Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the

Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**



## SCHEDULE A

**Name and Address of Title Insurance Company**

NORTHERN TITLE COMPANY  
11 West Center Street  
Logan, UT 84321

**File No.:** NT-77216

**Policy No.:** 5011400-1453476e

**Amount of Insurance:** \$2,000,000.00

**Premium:** \$5,045.00

**\*Address Reference:** 41 North Main Street, Logan, UT 84321

**Date of Policy:** May 10, 2016 1:49PM

**1. Name of Insured:**

Logan City Municipal Corporation

**2. The estate or interest in the land which is covered by this Policy is:**

FEE SIMPLE

**3. Title to the estate or interest in the land is vested in:**

Logan City Municipal Corporation

**4. The land referred to in this Policy is described as follows:**

## EXHIBIT "A"

PARCEL 1: 06-025-0011

41 NORTH MAIN STREET, LOGAN, UTAH 84321

BEGINNING AT A POINT 45 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 8, BLOCK 14, PLAT "A" LOGAN CITY SURVEY, AND RUNNING THENCE WEST 148 1/2 FEET; THENCE SOUTH 20 FEET; THENCE EAST 148 1/2 FEET; THENCE NORTH 20 FEET TO THE PLACE OF BEGINNING AND SITUATED IN THE SOUTHEAST QUARTER, SECTION 33, TOWNSHIP 12 NORTH OF RANGE ONE EAST OF THE SALT LAKE BASE AND MERIDIAN.

ALSO: BEGINNING AT A POINT 20 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 8, BLOCK 14, PLAT "A", LOGAN CITY SURVEY; WEST 69.5 FEET; NORTH 20 FEET; WEST 79 FEET; SOUTH 45 FEET; EAST 148.5 FEET; NORTH 25 FEET; TO THE POINT OF BEGINNING.

PARCEL 2: 06-028-0016

55 NORTH MAIN STREET, LOGAN, UTAH 84321

BEGINNING AT A POINT 37.5 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 7, BLOCK 14, PLAT "A" LOGAN CITY SURVEY, AND RUNNING THENCE NORTH 46.5 FEET TO A POINT 84 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 7; THENCE WEST 148.5 FEET; THENCE SOUTH 46.5 FEET TO A POINT WEST OF BEGINNING; THENCE EAST 148.5 FEET TO THE POINT OF BEGINNING.

ALSO: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, AND RUNNING THENCE WEST 9 RODS; THENCE NORTH 37.5 FEET; THENCE EAST 9 RODS; THENCE SOUTH 37.5 FEET TO THE POINT OF BEGINNING.

RIGHT OF WAY PARCELS:

TOGETHER WITH A RIGHT OF ROADWAY DESCRIBED AS FOLLOWS: BEGINNING 132 FEET WEST OF THE NORTHEAST CORNER OF LOT 6, OF SAID BLOCK; THENCE SOUTH 125.5 FEET; THENCE WEST 16.5 FEET; THENCE NORTH 125.5 FEET; THENCE EAST 16.5 FEET TO THE POINT OF BEGINNING.

ALSO: A RIGHT OF WAY BEGINNING 148.5 FEET WEST OF A POINT 58.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 7, AND RUNNING THENCE NORTH 25.5 FEET; THENCE NORTHERLY ON A CURVE TO THE RIGHT (RADIUS EQUALS 23.8 FEET) 11 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT (RADIUS EQUALS 134.5 FEET) 62.5 FEET TO A POINT IN THE EAST-WEST LINE, 154 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 7; THENCE WEST 16.5 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT (RADIUS EQUALS 118 FEET) 54.5 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT (RADIUS EQUALS 40.3 FEET) 18.65 FEET TO A POINT 16.5 FEET WEST OF BEGINNING; THENCE SOUTH 25.5 FEET; THENCE EAST 16.5 FEET TO THE POINT OF BEGINNING.

PARCEL 3: 06-028-0015

67 NORTH MAIN STREET, LOGAN, UTAH, 84321

COMMENCING AT A POINT 84 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 7, BLOCK 14, PLAT "A" LOGAN CITY SURVEY, AND RUNNING THENCE WEST 132 FEET; THENCE NORTH 25 FEET; THENCE EAST 132 FEET; THENCE SOUTH 25 FEET TO THE PLACE OF BEGINNING.

ALSO: BEGINNING AT A POINT 132 FEET WEST OF A POINT WHICH IS 84 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 7, BLOCK 14, PLAT "A", LOGAN CITY SURVEY, AND RUNNING THENCE WEST 16.5 FEET MORE OR LESS TO THE EAST SIDE OF A 16.5 FOOT WIDE RIGHT OF WAY; THENCE NORTHERLY FOLLOWING THE CURVE OF THE RIGHT OF WAY TO A POINT WHICH IS DUE WEST OF A POINT WHICH IS 25 FEET NORTH OF THE POINT OF BEGINNING; THENCE WEST TO A POINT WHICH IS 25 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 25 FEET TO THE POINT OF BEGINNING.

ALSO: A RIGHT OF WAY FOR VEHICLES OVER THE TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 132 FEET WEST FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 14, PLAT "A" LOGAN CITY SURVEY, THENCE RUNNING SOUTH 239 1/2 FEET; THENCE WEST 16 1/2 FEET; THENCE NORTH 239 1/2 FEET; THENCE EAST 16 1/2 FEET TO THE PLACE OF BEGINNING.

## **SCHEDULE B**

**Policy Number:** 5011400-1453476e

### **Exceptions From Coverage**

**This policy does not insure against any loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:**

#### **PART ONE:**

1. (a) Taxes or assessments that 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; (b) proceedings, by a public agency that 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 Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate land survey of Land and 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, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

## SCHEDULE B

**Policy Number:** 5011400-1453476e

THE FOLLOWING EXCEPTIONS AFFECT PARCEL 06-025-0011.

1. Taxes for the year 2016 are now a lien, not yet due or payable.  
Taxes for the year 2015 have been paid in the amount of \$18,409.63  
Tax Serial No. 06-025-0011
2. Said property may be included within the taxing assessment district of LOGAN DOWNTOWN RDA A-8 PROJECT AREA and may be subject to the charges and assessments thereof. (Charges are current according to the information available from the county records.)
3. REDEVELOPMENT PLAN  
Dated: March 15, 1984  
Recorded: April 2, 1984  
Entry No.: 467887  
Book/Page: 332/491  
[Click to view image](#)
4. RESOLUTION  
Dated: September 19, 1991  
Recorded: January 24, 1992  
Entry No.: 553645  
Book/Page: 514/313  
Regarding: Special Improvement District  
[Click to view image](#)
5. ANY RIGHTS, INTEREST OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY AN INSPECTION OR SURVEY:  
  
POTENTIAL UNRECORDED PARTY WALL AGREEMENTS.
6. CERTIFICATE OF DECISION  
Dated: January 2, 1997  
Recorded: January 7, 1997  
Entry No.: 653378  
Book/Page: 731/874  
[Click to view image](#)
7. MEMORANDUM OF AGREEMENT  
By and: NEM, LLC  
Between: Nextel West Corp.  
Dated: June 29, 2001  
Recorded: July 11, 2001  
Entry No.: 764976  
Book/Page: 1022/932  
[Click to view image](#)
8. MEMORANDUM OF AGREEMENT TO COMMUNICATIONS SITE LEASE AGREEMENT  
By and: NEM, LLC  
Between: Nextel West Corporation  
Dated: March 14, 2007  
Recorded: December 24, 2007  
Entry No.: 961430  
Book/Page: 1495/1616  
[Click to view image](#)

**This Policy is only valid if Schedule B is attached**

## SCHEDULE B

**Policy Number:** 5011400-1453476e

### 9. CERTIFICATE OF DECISION

Dated: November 7, 2001  
Recorded: November 16, 2001  
Entry No.: 774521  
Book/Page: 1056/243  
[Click to view image](#)

### 10. DOWNTOWN REDEVELOPMENT PROJECT

Dated: October 23, 2003  
Recorded: October 29, 2003  
Entry No.: 845076  
Book/Page: 1268/1647  
[Click to view image](#)

### 11. ADOPTION OF AMENDED DOWNTOWN REDEVELOPMENT PROJECT AREA

Dated: January 23, 2009  
Recorded: January 27, 2009  
Entry No.: 988472  
Book/Page: 1550/1362  
[Click to view image](#)

### 12. LESSOR'S AGREEMENT

Lessor: NEM, LLC  
Borrower: Barbara Watson dba Fred's Flowers  
Lender: Zions First National Bank  
Dated: May 20, 2005  
Recorded: May 26, 2005  
Entry No.: 891180  
Book/Page: 1354/840  
[Click to view image](#)

THE FOLLOWING EXCEPTIONS AFFECT PARCEL 2: 06-028-0016.

13. Taxes for the year 2016 are now a lien, not yet due or payable.  
Taxes for the year 2015 have been paid in the amount of \$ \$19,557.57  
Tax Serial No. 06-028-0016

14. Said property may be included within the taxing assessment district of LOGAN DOWNTOWN RDA A-8 PROJECT AREA and may be subject to the charges and assessments thereof. (Charges are current according to the information available from the county records.)

### 15. PARTY WALL AGREEMENT

Grantor: David Eccles and wife, etal  
Grantee: Charles H. Mcalister and Mary Mcalister  
Dated: July 28, 1893  
Recorded: April 14, 1942  
Entry No.: 194756  
Book/Page: 16/389

**This Policy is only valid if Schedule B is attached**



## SCHEDULE B

**Policy Number:** 5011400-1453476e

### 16. PARTY WALL AGREEMENT

Grantor: Eccles Investment Company  
Grantee: John F. Bennett and Rosetta W. Bennett  
Dated: August 21, 1935  
Recorded: April 14, 1942  
Entry No.: 194757  
Book/Page: 16/391

### 17. REDEVELOPMENT PLAN

Dated: March 15, 1984  
Recorded: April 02, 1984  
Entry No.: 467887  
Book/Page: 332/491  
[Click to view image](#)

### 18. RESOLUTION

Dated: September 19, 1991  
Recorded: January 24, 1992  
Entry No.: 553645  
Book/Page: 514/313  
Regarding: Special Improvement District  
[Click to view image](#)

### 19. MEMORANDUM OF AGREEMENT

By and: NEM, LLC  
Between: Nextel West Corp.  
Dated: June 29, 2001  
Recorded: July 11, 2001  
Entry No.: 764976  
Book/Page: 1022/932  
[Click to view image](#)

### 20. MEMORANDUM OF AGREEMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

By and: NEM, LLC  
Between: Nextel West Corporation  
Dated: March 14, 2007  
Recorded: December 24, 2007  
Entry No.: 961430  
Book/Page: 1495/1616  
[Click to view image](#)

### 21. DOWNTOWN REDEVELOPMENT PROJECT

Dated: October 23, 2003  
Recorded: October 29, 2003  
Entry No.: 845076  
Book/Page: 1268/1647  
[Click to view image](#)

### 22. ADOPTION OF AMENDED DOWNTOWN REDEVELOPMENT PROJECT AREA

Dated: January 23, 2009  
Recorded: January 27, 2009  
Entry No.: 988472  
Book/Page: 1550/1362  
[Click to view image](#)

**This Policy is only valid if Schedule B is attached**

## SCHEDULE B

**Policy Number:** 5011400-1453476e

**23. CERTIFICATE OF APPROPRIATENESS**

Dated: October 19, 2007  
Recorded: October 25, 2007  
Entry No.: 957548  
Book/Page: 1488/248  
[Click to view image](#)

THE FOLLOWING EXCEPTIONS AFFECT TAX SERIAL NUMBER 06-025-0011 and 06-028-0016.

THE FOLLOWING EXCEPTIONS AFFECT PARCEL 3: 06-028-0015.

24. Taxes for the year 2016 are now a lien, not yet due or payable.  
Taxes for the year 2015 have been paid in the amount of \$ \$5,337.72  
Tax Serial No. 06-028-0015

25. Said property may be included within the taxing assessment district of LOGAN DOWNTOWN RDA A-8 PROJECT AREA and may be subject to the charges and assessments thereof. (Charges are current according to the information available from the county records.)

26. An Easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To: The Mountain States Telephone and Telegraph Company, A Colorado Corporation  
Purpose: Public Utilities Easement  
Date: August 26, 1971  
Recorded: December 8, 1971  
Entry No.: 364158  
Book/Page: 139/777  
Affects: A FIVE FOOT EASEMENT THE NORTH LINE BEING AS FOLLOWS; COMMENCING 45 FEET SOUTH AND 100 FEET WEST OF THE NORTHEAST CORNER OF LOT 7, BLOCK 14, PLAT "A" LOGAN CITY AND RUNNING THENCE WEST 32 FEET

**27. CERTIFICATE OF DECISION**

Dated: September 25, 2000  
Recorded: December 5, 2000  
Entry No.: 750477  
Book/Page: 976/433  
[Click to view image](#)

**28. NOTICE OF ADOPTION OF DOWNTOWN REDEVELOPMENT**

Dated: October 28, 2003  
Recorded: October 29, 2003  
Entry No.: 845076  
Book/Page: 1268/1647  
[Click to view image](#)

**29. NOTICE OF ADOPTION OF AMENDED DOWNTOWN REDEVELOPMENT**

Dated: January 23, 2009  
Recorded: January 27, 2009  
Entry No.: 988472  
Book/Page: 1550/1362  
[Click to view image](#)

## **SCHEDULE B**

**Policy Number:** 5011400-1453476e

THE FOLLOWING EXCEPTIONS AFFECT ALL PARCELS.

30. Subject to all existing roads, streets, alleys, fences, ditches, reservoirs, utilities, canals, pipelines, power, telephone, sewer, gas, or water lines, and right of way and easements thereof.
31. The rights of parties in possession of subject property under unrecorded contracts, leases, rental or occupancy agreements and any claims and/or liens thereunder.

**This Policy is only valid if Schedule B is attached**

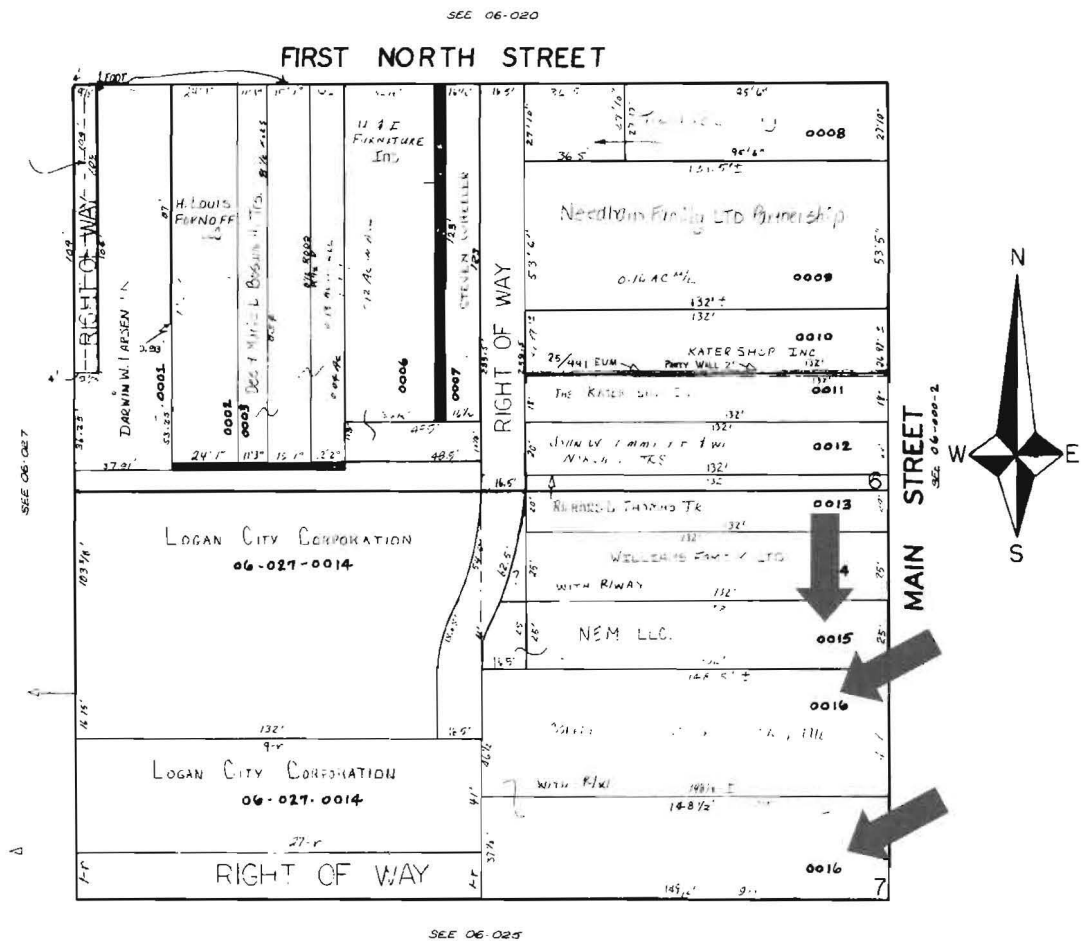
SE<sup>4</sup> Section 33 Township 12 North Range 1 East

06-028

Scale 1 Inch = 30 FEET

TAX UNIT 127

Lots 6 & 7 Block 14 Plat "A" Logan City Survey



This Plat is Provided as an Accommodation only and Does not Constitute an Actual Survey of the Premises

06-025

TAX UNIT 127

A detailed plat map showing land parcels along Center Street and Main Street. The map includes lot numbers (e.g., 0001, 0002, 0003, 0004, 0005, 0006, 0007, 0008, 0011, 0012, 0013, 0014), owner names (e.g., Logan City Corporation, Capital Fund LLC, Corbin Family Holdings), and street names. A large arrow points down from the top center, and another points down from the right side. A compass rose indicates North (N), South (S), East (E), and West (W).

This Plat is Provided as an Accommodation only and Does not Constitute an Actual Survey of the Premises

## **Northern Title Company**

**July 1, 2001**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

**In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from out affiliates or others; and
- From consumer or other reporting agencies.

### **Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- To agents, brokers or representatives to provide you with services you have requested;
- To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

### **Rights to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Northern Title Company  
11 West Center Street  
Logan, UT 84321

### **Multiple Products or Services**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.



## Privacy Information

### 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 subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that 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.

### 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 receive 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 who 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.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.