

SPECIAL WARRANTY DEED

UTAH COUNTY, (Grantor) a body corporate and politic of the State of Utah, 100 East Center, Provo, County of Utah, State of Utah, hereby **CONVEYS** and **WARRANTS AGAINST ALL CLAIMING BY, THROUGH OR UNDER UTAH COUNTY** to **PROVO CITY CORPORATION** (Grantee), of 351 West Center, Provo, Utah, 84601, for the sum of **TEN DOLLARS** and other good and valuable consideration, the following described tract of land in Utah County, State of Utah, to wit:

SEE ATTACHED EXHIBIT "A" ENT 74064 BK 3804 PG 285
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1995 OCT 31 10:45 AM FEE .00 BY BT
RECORDED FOR UTAH COUNTY

Subject to interests and exceptions of record or of use, and subject to the exceptions set forth on the Commitment to Issue Title Policy, attached hereto as Exhibit "B", and incorporated herein by this reference.

WITNESS the hand of said Grantor, this 21st day of August, 1995.

UTAH COUNTY

By: J. Bruce Peacock
J. Bruce Peacock
Utah County Clerk-Auditor

STATE OF UTAH)
):SS
COUNTY OF UTAH)

On the 21st day of Aug., 1995, personally appeared before me J. Bruce Peacock, who, being by me duly sworn, did say that he is the Clerk-Auditor of Utah County, that said instrument was signed in behalf of Utah County by authority of a motion by the Utah County Commission, and said J. Bruce Peacock, acknowledged to me that Utah County executed the same.

Shirley R. Englund
Notary Public

Notary Stamp

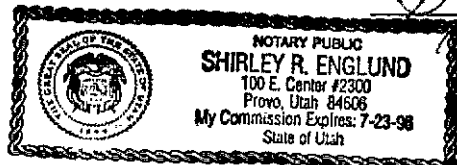


EXHIBIT "A"

DESCRIPTION-PARCEL NO. 9A

COMMENCING AT A POINT ON THE NORTHEASTERLY BOUNDARY OF NEVADA AVENUE, SAID POINT BEING LOCATED 117.01 FEET NORTH AND 397.24 FEET EAST OF THE CENTER OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE SAID BOUNDARY OF NEVADA AVENUE AS FOLLOWS: NORTH 24°12'58" WEST 686.88 FEET; ALONG THE ARC OF A 303.00 FOOT RADIUS CURVE TO THE LEFT 165.81 FEET (THE CHORD OF SAID CURVE BEARS NORTH 39°53'33" WEST 163.75 FEET); NORTH 55°34'09" WEST 4.00 FEET TO THE SOUTHEASTERLY BOUNDARY OF SLATE CANYON DRIVE;

THENCE ALONG THE SAID BOUNDARY OF SLATE CANYON DRIVE AS FOLLOWS: NORTH 34°25'51" EAST 62.72 FEET; ALONG THE ARC OF A 683.00 FOOT RADIUS CURVE TO THE LEFT 302.73 FEET (THE CHORD OF SAID CURVE BEARS NORTH 21°43'59" EAST 300.26 FEET);

THENCE NORTH 34°25'51" EAST 296.39 FEET;

THENCE SOUTH 31°04'39" EAST 338.84 FEET;

THENCE SOUTH 58°55'21" WEST 120.02 FEET;

THENCE SOUTH 31°04'39" EAST 356.93 FEET;

THENCE SOUTH 21°00'42" EAST 134.45 FEET;

THENCE ALONG THE ARC OF A 1109.18 FOOT RADIUS CURVE TO THE RIGHT 78.67 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 18°58'47" EAST 78.65 FEET);

THENCE SOUTH 31°04'39" EAST 33.80 FEET;

THENCE NORTH 58°55'21" EAST 160.00 FEET;

THENCE NORTH 31°04'39" WEST 80.00 FEET;

THENCE NORTH 58°55'21" EAST 150.00 FEET;

THENCE SOUTH 31°04'39" EAST 850.36 FEET;

THENCE ALONG THE ARC OF A 87.44 FOOT RADIUS CURVE TO THE RIGHT 49.14 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 14°58'40" EAST 48.50 FEET);

THENCE SOUTH 89°52'14" WEST 684.59 FEET;

THENCE SOUTH 11°44'21" WEST 69.87 FEET TO THE SAID BOUNDARY OF NEVADA AVE;

THENCE ALONG THE SAID NEVADA AVENUE AS FOLLOWS: NORTH 72°30'01" WEST 86.36 FEET;

ALONG THE ARC OF A 272.00 FOOT RADIUS CURVE TO THE RIGHT 229.22 FEET (THE CHORD OF SAID CURVE BEARS NORTH 48°21'29" WEST 222.50 FEET) TO THE POINT OF BEGINNING.

LESS THE FOLLOWING PARCELS:

(PARCEL #22-048-0005)

COMMENCING SOUTH 1931.77 FEET AND EAST 3246.08 FEET FROM THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 59°19' WEST 144.18 FEET;

THENCE NORTH 15°06'30" WEST 41.53 FEET;

THENCE NORTH 59°19' EAST 133.03 FEET;

THENCE SOUTH 30°41' EAST 40.00 FEET TO THE POINT OF BEGINNING.

AREA = 0.13 ACRES.

(PARCEL #22-048-0006)

COMMENCING SOUTH 2224.77 FEET AND EAST 3296.92 FEET FROM THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 18°51'50" EAST 37.92 FEET;

THENCE SOUTH 70°07'19" WEST 75.98 FEET;

THENCE NORTH 15°06'30" WEST 31.5 FEET;

THENCE NORTH 64°43'10" EAST 74.34 FEET TO THE POINT OF BEGINNING.

AREA = 0.06 ACRES.

(PARCEL #22-048-0007)

COMMENCING SOUTH 2335.60 FEET AND EAST 3479.59 FEET FROM THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 69.24 FEET;

THENCE NORTH $77^{\circ}00'41''$ EAST 178.57 FEET;

THENCE SOUTH $30^{\circ}41'$ EAST 98.01 FEET;

THENCE SOUTH $83^{\circ}36'38''$ WEST 225.42 FEET TO THE POINT OF BEGINNING.

AREA = 0.37 ACRES.

NET COUNTY ACREAGE = 18.59 ACRES.

DESCRIPTION-PARCEL NO. 9B

COMMENCING AT A POINT ON THE SOUTHEASTERLY BOUNDARY OF SLATE CANYON DRIVE, SAID POINT BEING LOCATED 156.25 FEET NORTH AND 286.73 FEET WEST OF THE CENTER OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE SAID BOUNDARY OF SLATE CANYON DRIVE AS FOLLOWS: NORTH $3^{\circ}42'04''$ WEST 48.96 FEET; ALONG THE ARC OF A 617.00 FOOT RADIUS CURVE TO RIGHT 410.63 FEET (THE CHORD OF SAID CURVE BEARS NORTH $15^{\circ}21'54''$ EAST 403.09 FEET); NORTH $34^{\circ}25'51''$ EAST 280.50 FEET TO THE SOUTHWESTERLY BOUNDARY OF NEVADA AVENUE;

THENCE ALONG THE SAID BOUNDARY OF NEVADA AVENUE AS FOLLOWS: SOUTH $55^{\circ}34'09''$ EAST 4.00 FEET; ALONG THE ARC OF A 247.00 FOOT RADIUS CURVE TO THE RIGHT 135.16 FEET (THE CHORD OF SAID CURVE BEARS SOUTH $39^{\circ}53'33''$ EAST 133.48 FEET); SOUTH $24^{\circ}12'58''$ EAST 460.00 FEET;

THENCE SOUTH $41^{\circ}22'52''$ WEST 191.86 FEET;

THENCE SOUTH $89^{\circ}53'48''$ WEST 413.00 FEET TO THE POINT OF BEGINNING.

AREA = 5.42 ACRES.

EXHIBIT "B"



Commitment for Title Insurance

Issued by
Action Title Company, Inc.
Agent for:

7787-9A

National Title Insurance of New York Inc.

ENT 74064 BK 3804 PG 289

National Title Insurance of New York Inc., a New York 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.

IN WITNESS WHEREOF, National Title Insurance of New York Inc. has caused this Commitment to be signed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Action Title Company, Inc.
63 North 300 East
P. O. Box 1411, Dept. 7787-9A
Provo, Utah 84603

(801) 377-6300
(800) 637-2100 (WATS)
(801) 373-0393 (FAX)

**National Title Insurance
of New York Inc.**

By:

President

Attest:

Secretary

Countersigned:

By _____

Authorized Officer or Agent

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

ENT 74064 BK 3804 PG 290

Commitment No.: 7787-9A

Effective Date: February 24, 1995, at 8:00 a.m.

- | 1. Policy or Policies to be issued: | Amount of Insurance |
|---|--|
| A. ALTA Owner's Policy
Proposed Insured: | \$TBA
\$TBA Premium |
| B. ALTA Loan Policy
Proposed Insured: | \$TBA
\$TBA Premium
\$55.00 Endorsements |
2. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:
- UTAH COUNTY
3. The Land referred to in this commitment is described as follows:
- SEE ATTACHED EXHIBIT "A"

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B-1 (REQUIREMENTS)

ENT 74064 BK 3804 PG 291

Commitment No. 7787-9A

1. The following are the requirements to be complied with:
 - A. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
 - B. Instruments in insurable form which must be executed, delivered and duly filed for record.
2. No requirements at this time.
3. Address of subject property Slate Canyon Drive and Nevada Avenue, Provo, Utah.

NOTICE TO APPLICANT: The land herein may be serviced by cities, improvement district, or utility companies that provided municipal type service for water, sewer, electricity or other services that do not result in a lien, but for which service may be terminated in the event of non-payment of service charges to date or transfer fees. Although the Company assumes no liability; therefore, you are urged to make investigation into such matters.

Schedule B-1 consists of one page.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B-II

ENT 74064 BK 3804 PG 292

Commitment No. 7787-9A

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

1. 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 for value of record the estate or interest or mortgage thereon covered by the Commitment.
2. Encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien or right to lien for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. 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 record. Proceedings by a public agency which may result in taxes or assessments, or noticed of such proceedings, whether or not shown by the records of such agency or the public record.
7. Taxes are exempt--Utah County Property.
Tax Serial No's. 22-48-8; 22-48-14; 22-48-8. (North piece on Map 22-048, Page 2 of 3).
Tax Serial No. 22-48-8. (Southeast piece on Map 22-048, Page 1 of 3).
Tax Serial No. 22-48-23
Tax Serial No. 22-48-20
Tax Serial No. 22-48-5. (George Tietzel Parcel).
Tax Serial No. 22-48-6. (Ida Layton Parcel).
Tax Serial No. 22-48-7. (Donald F. Fuller II Parcel).
8. Special Improvement Assessments due local municipalities, if any.
9. Rights of Way and Easements for any roads, ditches, canals, drain lines, gas or transmission lines as presently exist over, under or across said land.
10. Subject to and excepting therefrom certain gaps and boundary line overlaps along the West property lines of said property described in Schedule A herein according to the official plat thereof on file in the office of the Recorder, Utah County, Utah, including but not limited to the George Tietzel Property known as Tax Serial No. 22-48-5, and the Ida Layton Property known as Tax Serial No. 22-48-6.

(continued)

SCHEDULE B-II (continued)

11. Less that portion located in the Utah County Roadway, right-of-way along the East property portion and conflicting thereto.
12. Less any portion in the Provo City Road or the proposed Slate Canyon Drive and Nevada Avenue.

ENT 74064 BK 3804 PG 293

EXHIBIT A

ENT 74064 BK 3804 PG 294

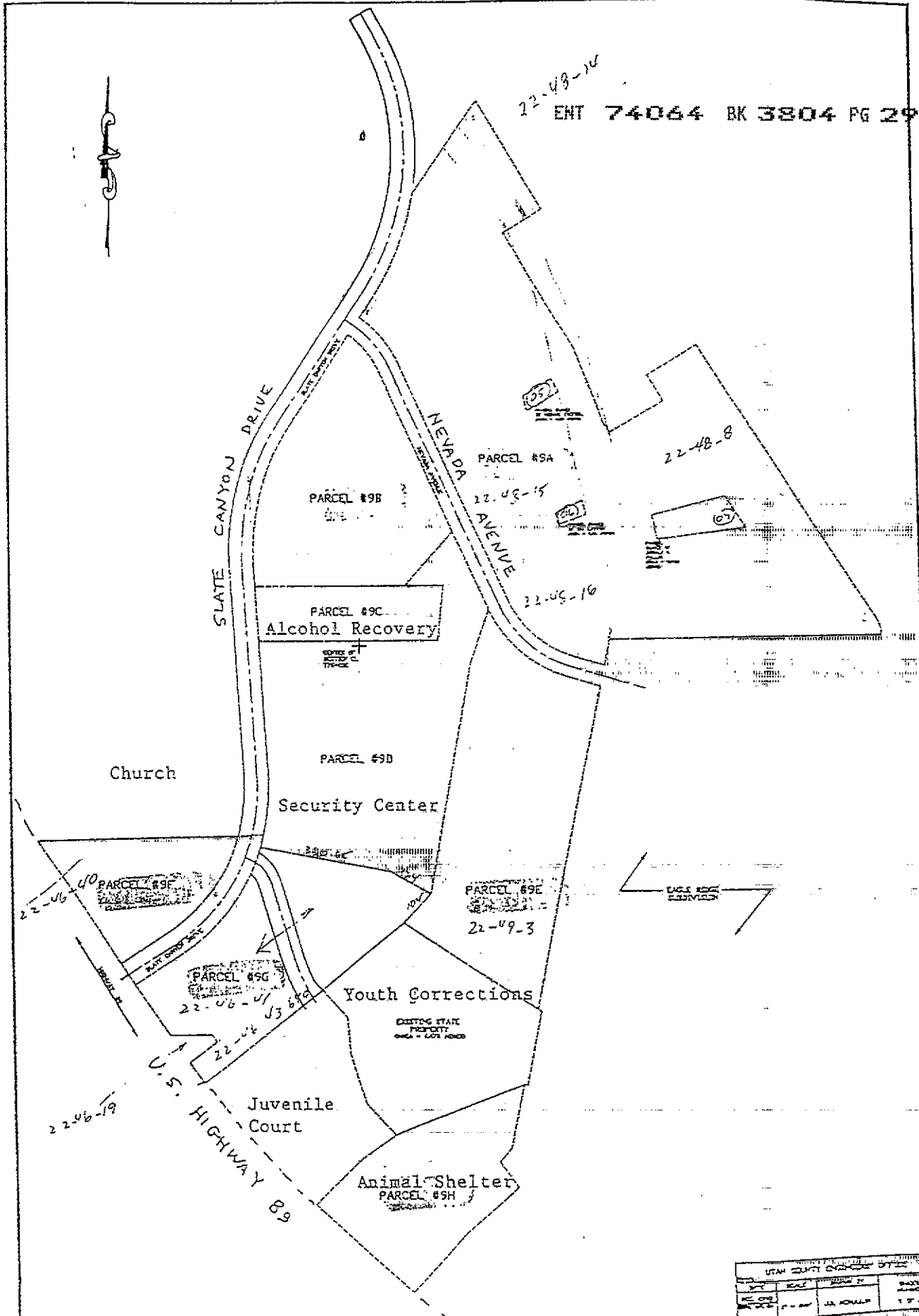
4

Commencing at a point on the Northeasterly boundary of Nevada Avenue, said point being located 117.01 feet North and 397.24 feet East of the Center of Section 17, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence along the said boundary of Nevada Avenue as follows: North $24^{\circ} 12' 58''$ West 686.88 feet; along the arc of 303.00 foot radius curve to the left 165.81 feet (the chord of said curve bears North $39^{\circ} 53' 33''$ West 163.75 feet); North $55^{\circ} 34' 09''$ West 4.00 feet to the Southeasterly boundary of Slate Canyon Drive; thence along the said boundary of Slate Canyon Drive as follows: North $34^{\circ} 25' 51''$ East 62.72 feet; along the arc of a 683.00 foot radius curve to the left 302.73 feet (the chord of said curve bears North $21^{\circ} 43' 59''$ East 300.26 feet; thence North $34^{\circ} 25' 51''$ East 296.39 feet; thence South $31^{\circ} 04' 39''$ East 338.84 feet; thence South $58^{\circ} 55' 21''$ West 120.02 feet; thence South $31^{\circ} 04' 39''$ East 356.93 feet; thence South $21^{\circ} 00' 42''$ East 134.45 feet; thence along the arc of a 1109.18 foot radius curve to the right 78.67 feet (the chord of said curve bears South $18^{\circ} 58' 47''$ East 78.65 feet); thence South $31^{\circ} 04' 39''$ East 33.80 feet; thence North $58^{\circ} 55' 21''$ East 160.00 feet; thence North $31^{\circ} 04' 39''$ West 80.00 feet; thence North $58^{\circ} 55' 21''$ East 150.00 feet; thence South $31^{\circ} 04' 39''$ East 850.36 feet; thence along the arc of a 87.44 foot radius curve to the right 49.14 feet (the chord of said curve bears South $14^{\circ} 58' 40''$ East 48.50 feet); thence South $89^{\circ} 52' 14''$ West 684.59 feet; thence South $11^{\circ} 44' 21''$ West 69.87 feet to the said boundary of Nevada Avenue; thence along the said Nevada Avenue as follows: North $72^{\circ} 30' 01''$ West 86.36 feet; along the arc of a 272.00 foot radius curve to the right 229.22 feet (the chord of said curve bears North $48^{\circ} 21' 29''$ West 222.50 feet) to the point of beginning. Area = 19.15 Acres.

Less that certain property owned by: George Tietzel--Tax Serial No. 22-48-5; Ida Layton--Tax Serial No. 22-48-6; Donald H. Fuller II--Tax Serial No. 22-48-7.

22-48-14

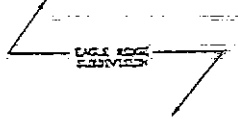
ENT 74064 BK 3804 PG 295



22-46-40

22-46-19

U.S. HIGHWAY 89



22-48-8

22-49-3

22-49-16

22-49-15

UTAH COUNTY DISTRICT OFFICE			
DATE	SCALE	BY	REVISION
		J.A. KOWALP	1 OF 4

CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



Commitment for Title Insurance

Issued by
Action Title Company, Inc.
Agent for:

7787-9B

National Title Insurance of New York Inc.

ENT 74064 BK 3804 PG 298

National Title Insurance of New York Inc., a New York 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.

IN WITNESS WHEREOF, National Title Insurance of New York Inc. has caused this Commitment to be signed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Action Title Company, Inc.
63 North 300 East
P. O. Box 1411, Dept. 7787-9B
Provo, Utah 84603

(801) 377-6300
(800) 637-2100 (WATS)
(801) 373-0393 (FAX)

National Title Insurance
of New York Inc.

By:

Richard Alexander
President

Attest:

Christy Likens
Secretary

Countersigned:

By _____

[Signature]
Authorized Officer or Agent

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

ENT 74064 BK 3804 PG 299

Commitment No.: 7787-9B

Effective Date: February 24, 1995, at 8:00 a.m.

1. Policy or Policies to be issued: Amount of Insurance
 - A. ALTA Owner's Policy
Proposed Insured: \$TBA
\$TBA Premium
 - B. ALTA Loan Policy
Proposed Insured: \$TBA
\$TBA Premium
\$55.00 Endorsements
2. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

UTAH COUNTY
3. The Land referred to in this commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B-1 (REQUIREMENTS)

Commitment No. 7787-9B

ENT 74064 BK 3804 PG 300

1. The following are the requirements to be complied with:
 - A. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
 - B. Instruments in insurable form which must be executed, delivered and duly filed for record.
2. No requirements at this time.
3. Address of subject property Slate Canyon Drive and Nevada Avenue, Provo, Utah.

NOTICE TO APPLICANT: The land herein may be serviced by cities, improvement district, or utility companies that provided municipal type service for water, sewer, electricity or other services that do not result in a lien, but for which service may be terminated in the event of non-payment of service charges to date or transfer fees. Although the Company assumes no liability; therefore, you are urged to make investigation into such matters.

Schedule B-1 consists of one page.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B-II

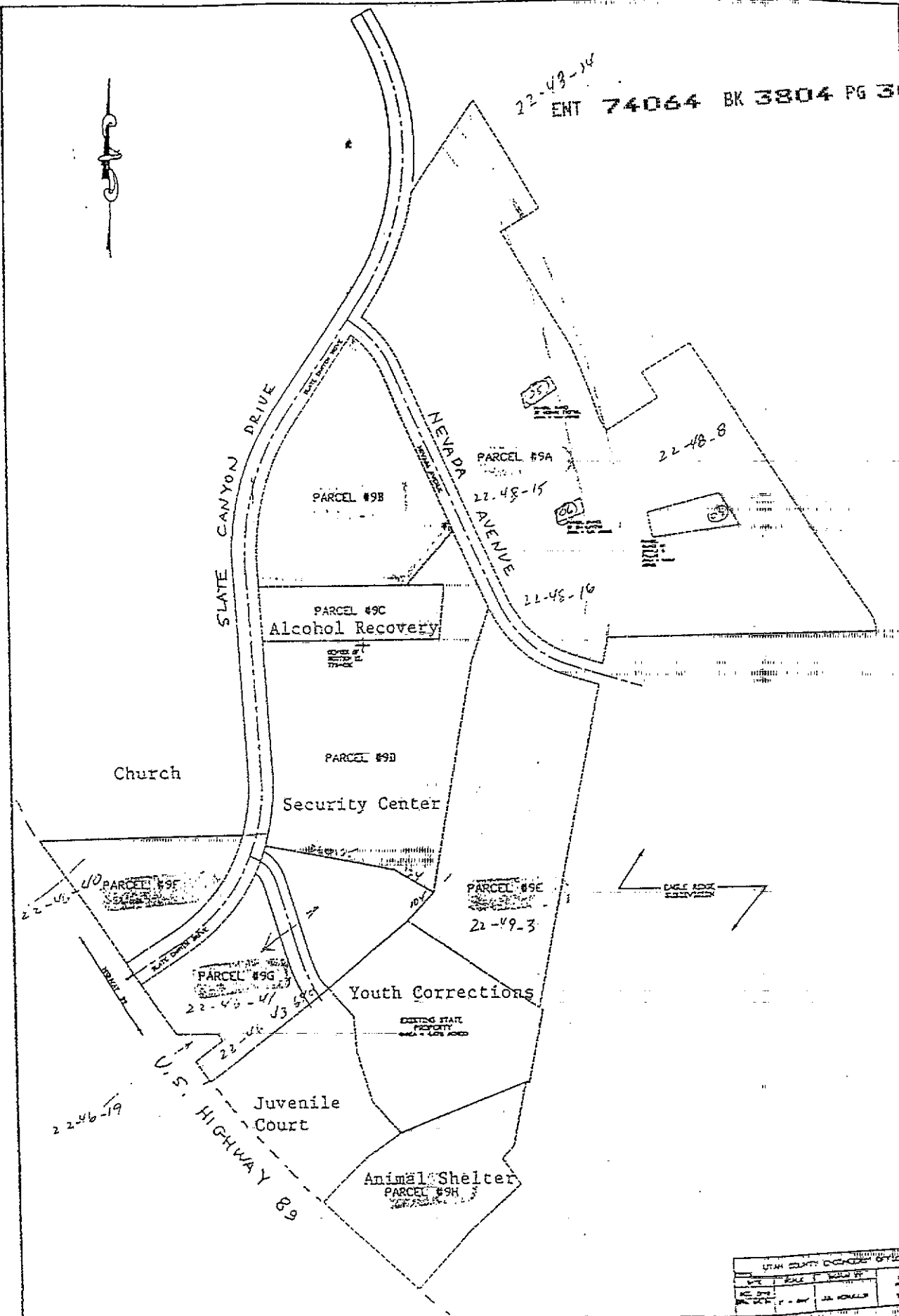
Commitment No. 7787-9B

ENT 74064 BK 3804 PG 301

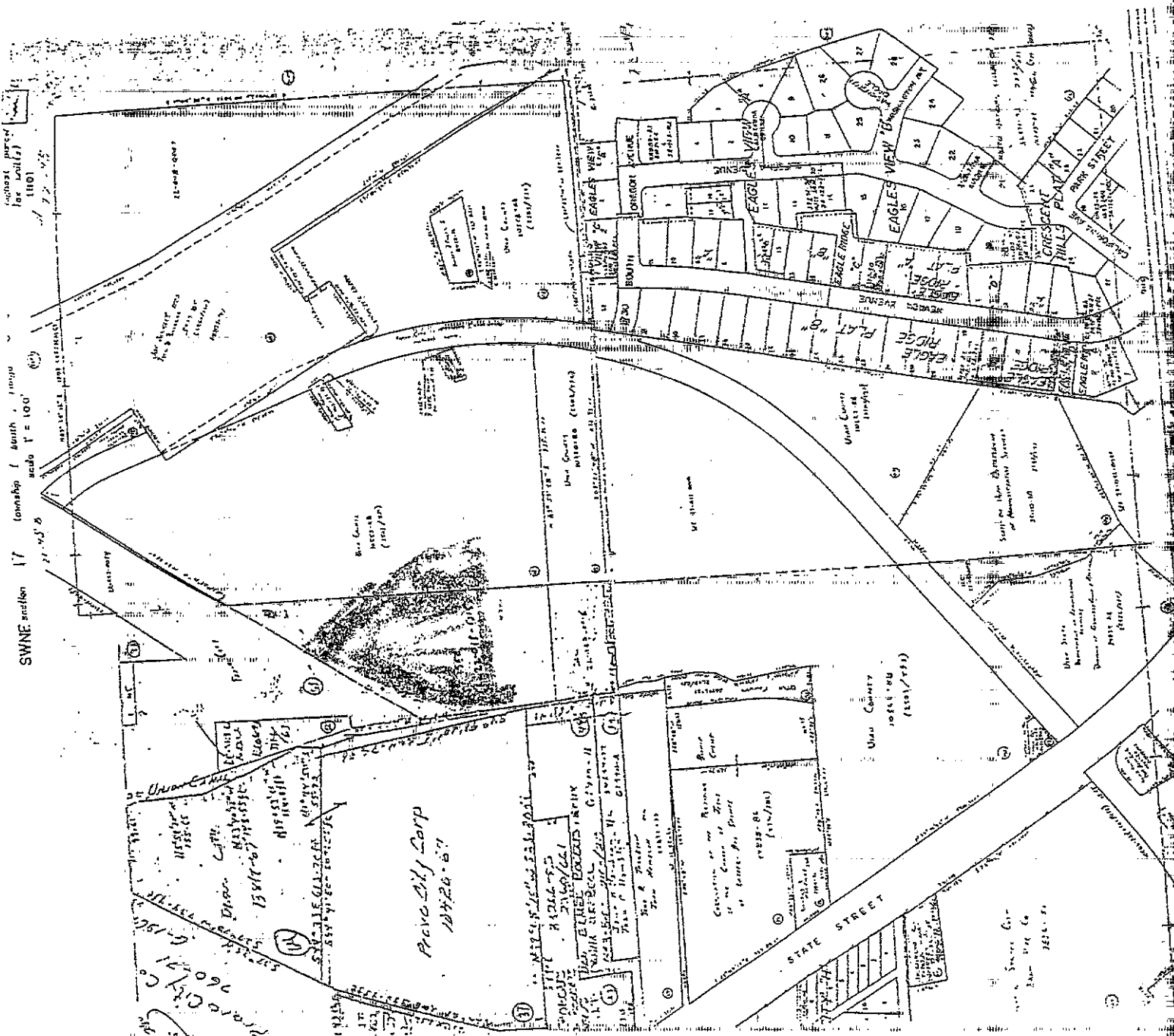
Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. 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 for value of record the estate or interest or mortgage thereon covered by the Commitment.
2. Encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien or right to lien for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. 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 record. Proceedings by a public agency which may result in taxes or assessments, or noticed of such proceedings, whether or not shown by the records of such agency or the public record.
7. Taxes are exempt--Utah County Property. Tax Serial No's. 22-48-22 and 22-48-48.
8. Special Improvement Assessments due local municipalities, if any.
9. Rights of Way and Easements for any roads, ditches, canals, drain lines, gas or transmission lines as presently exist over, under or across said land.
10. Less any portion in the Provo City Road or the proposed Slate Canyon Drive and Nevada Avenue.

Commencing at a point on the Southeasterly boundary of Slate Canyon Drive, said point being located 156.25 feet North and 286.73 feet West of the Center of Section 17, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence along the said boundary of Slate Canyon Drive as follows: North $3^{\circ} 42' 04''$ West 48.96 feet; along the arc of a 617.00 foot radius curve to the right 410.63 feet (the chord of said curve bears North $15^{\circ} 21' 54''$ East 403.09 feet); North $34^{\circ} 25' 51''$ West 280.50 feet to the Southwesterly boundary of Nevada Avenue; thence along the said boundary of Nevada Avenue as follows: South $55^{\circ} 34' 09''$ East 4.00 feet; along the arc of a 247.00 foot radius curve to the right 135.16 feet (the chord of said curve bears South $39^{\circ} 53' 33''$ East 133.48 feet); South $24^{\circ} 12' 58''$ East 460.00 feet; thence South $41^{\circ} 22' 52''$ West 191.86 feet; thence South $89^{\circ} 53' 48''$ West 413.00 feet to the point of beginning. Area = 5.42 Acres.



UTAH COUNTY DEPARTMENT STYLE			
DATE	SCALE	BY	NO.
11-1-78	1" = 40'	J. J. KOWAL	192



CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.