

1. AZ Commitment

No. NCS-663717-SLC1

**INFORMATION**

**The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy**

**The Company will give you a sample of the Policy form, if you ask.**

**The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.**

**The Commitment is subject to its Requirements, Exceptions and Conditions.**

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**



**COMMITMENT FOR TITLE INSURANCE**

**ISSUED BY**

First American Title Insurance Company  
through its Division

***First American Title Insurance Company***

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**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY**  
If you have any questions about the Commitment, contact:

***First American Title Insurance Company National Commercial Services***  
***215 South State Street, Ste. 380, Salt Lake City, UT 84111***

**AGREEMENT TO ISSUE POLICY**

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

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

**Our obligation under the Commitment is limited by the following:**

- The Provisions in Schedule A**
- The Requirements**
- The Exceptions in Schedule B - Parts 1 and 2**
- The Conditions**

**This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.**

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**SCHEDULE B - EXCEPTIONS**

Any Policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

**Part One: (for use with 2006 ALTA policies)**

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 which 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 and complete land survey of the 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.

**Part One: (for use with 1992 and prior ALTA policies)**

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 records.

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; whether or not the aforementioned matters excepted 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.

**Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy and policies with EAGLE Protection added. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.**

**REQUIREMENTS  
(Standard)**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

**CONDITIONS**

**1. DEFINITIONS**

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

**2. LATER DEFECTS**

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

**3. EXISTING DEFECTS**

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

**4. LIMITATION OF OUR LIABILITY**

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

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

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

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

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

**First American Title  
Insurance Company  
National Commercial  
Services**



**The First American  
Corporation**

## **PRIVACY POLICY**

### **We Are Committed to Safeguarding Customer Information**

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

### **Applicability**

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

### **Types of Information**

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

- Information we 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 services 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 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.

### **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 and 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.

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**First American Title Insurance Company  
National Commercial Services**

**SCHEDULE A**

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Cathy Prestwich at (801)536-3100**

Effective Date: **April 21, 2014** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$0.00

Proposed Insured:  
**To Be Determined**

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

**Bruce R. Wisan, as Special Fiduciary of the United Effort Plan Trust**

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

**To Be Determined**

4. The land referred to in this Commitment is located in Mohave County, AZ and is described as:

**SEE EXHIBIT "A " ATTACHED HEREIN**

Title officer: Greg Holbrook @ (801)578-8869/gholbrook@firstam.com.

**Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.**

**EXHIBIT "A"**

THE NORTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 6 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA.

EXCEPTING THEREFROM ALL THAT PORTION LYING SOUTHWESTERLY OF THE NORTHEASTERLY BOUNDARY LINE OF HIGHWAY 389.

ALSO EXCEPTING THEREFROM ALL THAT PORTION LYING NORTHEASTERLY OF THE SOUTHWESTERLY BOUNDARY LINE OF DRAINAGE CHANNEL AS SHOWN IN TRACT NO. 1882 RECORDED NOVEMBER 16, 1995.

ALSO EXCEPTING THEREFROM PEACH CIRCLE AND CENTRAL STREET AS DEDICATED IN TRACT NO. 1882 RECORDED NOVEMBER 16, 1995.

ALSO EXCEPTING THEREFROM ALL THAT PORTION LYING SOUTHEASTERLY OF THE SOUTHEASTERLY BOUNDARY LINE OF CENTRAL STREET AS SHOWN IN TRACT NO. 1882 RECORDED NOVEMBER 16, 1995.

ALSO EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS IN THE LAND AS RESERVED IN THE PATENT.

**First American Title Insurance Company  
National Commercial Services**

**SCHEDULE B**

**PART TWO:**

1. Taxes for the full year of 2014.  
(The first half is due October 1, 2014 and is delinquent November 1, 2014. The second half is due March 1, 2015 and is delinquent May 1, 2015 .)
2. Any district, improvement district, assessments or bond as disclosed by the records of the office of the Mohave County Assessor or Treasurer.
3. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
4. All matters as set forth in Colorado City Road Dedication Plat #13, recorded November 16, 1995 as Tract No. 1882 of Official Records.
5. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by \_\_\_\_\_ on \_\_\_\_\_, designated Job Number \_\_\_\_\_:  
\_\_\_\_\_
6. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.  
  
NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.
7. Water rights, claims or title to water, whether or not shown by the public records.

**End of Schedule B**



**First American Title Insurance Company  
National Commercial Services**

**REQUIREMENTS:**

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.
2. Redemption of Certificate of Purchase No. 2011026256, issued on a sale of said land for taxes for the year 2010, to which subsequent taxes for the year(s) of 2011 and 2012 have been added.
3. Pay all of 2013 taxes.

(Now delinquent and interest must be added)

NOTE: Taxes are assessed in the total amount of \$1,237.66 for the year 2013 under Assessor's Parcel No. 404-23-010 5.

4. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" which became effective February 23, 2011. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11(b), 16, 17, 20(a), and 20(b) from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

5. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
6. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.
7. Record Quit Claim Deed from Merlin Jessop dba Jessop Farms to Bruce R. Wisan, as Special Fiduciary of the United Effort Plan Trust.

NOTE: Said Deed must disclose and identify the names and addresses of the beneficiaries and the Trust Agreement in which the above Trustee is acting pursuant to ARS 33-404.

(Note: The above requirement is to clear any interest in that certain Notice of Interest in Real Property recorded August 15, 2008 in Book 7283, Page 591.)

8. Record Quit Claim Deed from Daniel Johnson dba D&F Sheep to Bruce R. Wisan, as Special Fiduciary of the United Effort Plan Trust.

NOTE: Said Deed must disclose and identify the names and addresses of the beneficiaries and the Trust Agreement in which the above Trustee is acting pursuant to ARS 33-404.

(Note: The above requirement is to clear any interest in that certain Notice of Interest in Real Property recorded August 15, 2008 in Book 7283, Page 593.)

9. Record Warranty Deed from Bruce R. Wisan, as Special Fiduciary of the United Effort Plan Trust to Buyer(s).

NOTE: Said Deed must disclose and identify the names and addresses of the beneficiaries and the Trust Agreement in which the above Trustee is acting pursuant to ARS 33-404.

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

10. Such further requirements as may be necessary after completion of the above.
11. Return to title department for final recheck before recording.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. §33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment. The statute applies only to unsubdivided land in an unincorporated area of a county.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

**End of Requirements**



106

Book 56 of Deeds  
Page 106

STATE OF ARIZONA, }  
COUNTY OF MOHAVE. } ss.

On this 20th day of November, 1942, personally appeared before me, Elizabeth Colvin, the signer of the above instrument, who duly acknowledged to me that she executed the same.

(Notarial Seal)  
My commission expires  
May 19th, 1944.

J. M. Lauritzen,  
Notary Public.

Filed and Recorded at Request of J. W. Mussor  
Dec. 9th, A. D. 1942 at 9 o'clock A. M. in Book 56  
of Deeds, Pages 105-106, Records of Mohave County, Arizona.

#22677

Mary E. Carrow,  
County Recorder.

WARRANTY DEED

Richard S. Jessop and Ida Jessop, husband and wife, grantors of Short Creek, County of Mohave, State of Arizona, hereby CONVEY and WARRANT to UNITED REPORT PLAN, a Common Law Trust, with principal offices at Salt Lake City, State of Utah, its Declaration of Trust being filed with the Recorder of Deeds, in Salt Lake County, State of Utah, grantees, for the sum of Ten Dollars and other valuable consideration, the following described tracts of land in Mohave County, State of Arizona, to-wit:

The east 1/2 of the south-east 1/4 of Section 6, containing 80 acres; also the south-east 1/4 of the north-east 1/4 of Section 7, containing 40 acres. Also commencing 53 and 1/3 rods south of the north-east corner of said Section 7, and running thence south 26 and 2/3 rods, thence west thence north 26 2/3 rods; thence east 80 rods 80 rods to the place of beginning, and containing 13 and 1/3 acres; a total area of 133 1/3 acres; all in Township 41 north, Range 6 west of the Gila and Salt River Meridian.

WITNESS the hands of said grantors this 10th day of November, A. D. 1942.

Signed in the presence of Richard S. Jessop, Sr.

J. W. Mussor Ida Jessop

STATE OF UTAH, }  
COUNTY OF SALT LAKE } ss.

On the 10th day of November, A. D. 1942 personally appeared before me Richard S. Jessop, Sr. and Ida Jessop, husband and wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

(Notarial Seal)  
My commission expires:  
Jan. 21, 1946.

Rulon T. Joffa,  
Notary Public

My residence is Salt Lake City, Utah.

Filed and Recorded at the Request of J. W. Mussor, Dec. 9th, A. D. 1942 in Book 56 of Deeds, Page 106, at 9 o'clock A.M.

#22677

Mary E. Carrow,  
Recorder, Mohave County

WARRANTY DEED

THIS INSTRUMENT, made the 19 day of November in the year of Our Lord, One Thousand Nine Hundred Forty-One, between J. H. SMITH and MIRIE A. SMITH, husband and wife, of Kingman, Mohave County, Arizona, as parties of the first part, and H. P. SIMS, a married person, of the same place, as party of the second part.

WITNESS, That the parties of the first part, in consideration of Ten and No/100 (\$10.00) Dollars, lawful money of the United States of America, paid by the party of

Book 57 of Deeds Page 71-72

WARRANTY DEED

Leland Sullivan and Evan Sullivan, doing business as Sullivan Bros., and Lula Sullivan, wife of Leland Sullivan, and Ada Sullivan, wife of Evan Sullivan.

Grantors, of Leeds in the County of Washington, State of Utah, hereby convey and warrant to B. F. Childers Grantee, of Mohave County, Arizona for the sum of Ten dollars (\$10.00) and other valuable consideration the following tract of land in Mohave County, State of Arizona, to wit:

All Section 18, Township 35 North, Range 10 West, known as the Edith Tuttle Section together with all improvements thereon, together with Taylor Grazing rights and any other rights appurtenant to said land. Also all Taylor rights and appurtenances attaching to Schulz Reservoir in Section 17, Township 35 North, Range 10 West, heretofore purchased from Fred Schulz.

Witness the hand of said Grantor this 29th day of December, A.D., 1943.

Signed in the Presence of  
LeRoy N. Cox

Leland Sullivan  
Lula Sullivan  
Evan Sullivan  
Ada Sullivan

STATE OF UTAH,  
County of Washington, ) SS.

On this 29th day of December, 1943 personally appeared before me Leland Sullivan and his wife Lula Sullivan and Evan Sullivan and his wife Ada Sullivan, known to me to be doing business as Sullivan Brothers, the signors of the above instrument, who duly acknowledged to me that they executed the same.

(Notarial Seal). Le Roy N. Cox,  
Notary Public.

My Commission expires October 24, 1947.

Filed and Recorded at Request of Bank St. George, March 2nd, A.D. 1944, at 4:45 P.M. in Book 57 of Deeds, Page 71. Records of Mohave County, Arizona.

Mary E. Carrow,  
County Recorder.

#24599.

St. George, Utah.

WARRANTY DEED

W. E. Johnson and Viola Johnson, Husband and wife, Grantors, of Short Creek in the County of Mohave and State of Arizona, hereby CONVEY AND WARRANT TO UNITED EFFORT PLAN, a Trust Grantee, of Salt Lake City, Utah, for the sum of One Dollar, the following described tracts of land in the County of Mohave and State of Arizona:

Beginning 20 rods south of the north east corner of south west quarter of north east quarter of section

six in Township 41 north range six west of the G. & S. R. Meridian and running thence west 40 rods; thence north 20 rods; thence west forty rods; thence south 160 rods; thence east 80 rods; thence north 140 rods to the place of beginning and containing 75 acres; Also

The south half of the south east quarter of the north east quarter of said section six in the Township and range aforesaid and containing 20 acres. Also

Beginning at the north east corner of section seven in Township 41 north, range six west, G. & S. R. Base and Meridian and running thence west 160 rods; thence south 80 rods; thence east 80 rods; thence north 26.67 rods; thence east eighty rods; thence north 53.33 rods to the place of beginning and containing sixty-six and two thirds acres. Also

The east half of the south east quarter of said section seven in the Township and range aforesaid containing 80 acres.

Witness the hands of said Grantors this 29th day of February, 1944.

W. F. Johnson

Viola Johnson

Signed in the Presence of

J. M. Lauritzen

State of Arizona, }  
County of Mohave, } SS.

On this 29th day of February, 1944 before me J. M. Lauritzen, the undersigned officer, personally appeared W. F. Johnson and Viola Johnson known to me to be the persons whose names are subscribed to the within instrument and that they executed the same for the purpose therein contained.

In Witness Whereof I have hereunto set my hand and official seal.

J. M. Lauritzen,  
Notary Public.

(Notarial Seal).

My Commission expires May 19th, 1944.

Filed and Recorded at Request of J. W. Musser March 3, A.D. 1944, at 4 P.M. in Book 57, of Deeds, Pages 71-72. Records of Mohave County, Arizona.

Mary E. Carrow,  
County Recorder.

#24602.

United Effort Plan,  
1153 Third Ave., Salt Lake City, S. Utah.

12 Ret Bruno Folder



FEE# 2010052549

OFFICIAL RECORDS  
OF MOHAVE COUNTY  
CAROL MEIER,  
COUNTY RECORDER



08/30/2010 03:04 PM Fee: \$21.00

PAGE: 1 of 12

1 Jeffrey A. Goldberg  
2 State Bar No. 011496  
3 **BRUNO, BROOKS & GOLDBERG, P.C.**  
4 730 East Beale Street  
5 Kingman, Arizona 86401-5923  
6 Telephone: (928) 753-6115  
7 Attorney for Bruce R. Wisan, Special Fiduciary

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

9 **IN AND FOR THE COUNTY OF MOHAVE**

10 No. CV 2006-70

11 **IN THE MATTER OF THE UNITED EFFORT**  
12 **PLAN TRUST, (Dated November 9, 1942,**  
13 **Amended April 10, 1946, and Amended and**  
14 **Restated on November 3, 1998); and its**  
15 **TRUSTEES, including known trustees**  
16 **TRUMAN BARLOW, WARREN JEFFS,**  
17 **LEROY JEFFS, WINSTON BLACKMORE,**  
18 **JAMES ZITTING and WILLIAM E. JESSOP**  
19 **a/k/a WILLIAM E. TIMPSON and DOE**  
20 **TRUSTEES 1 THROUGH IX**

21 **NOTICE OF FILING FOREIGN**  
22 **JUDGMENT**

23 Pursuant to A.R.S. §12-1702 and § 12-1703(B), notice is hereby given that a certain  
24 Order in Civil Cause No. 053900848 in the Third Judicial District Court of Salt Lake County,  
25 State of Utah entitled:

26 **IN THE MATTER OF THE UNITED EFFORT PLAN TRUST, (Dated November 9, 1942,**  
27 **Amended April 10, 1946, and Amended and Restated on November 3, 1998); and its**  
28 **TRUSTEES, including known trustees TRUMAN BARLOW, WARREN JEFFS, LEROY**  
**JEFFS, WINSTON BLACKMORE, JAMES ZITTING and WILLIAM E. JESSOP a/k/a**  
**WILLIAM E. TIMPSON and DOE TRUSTEES 1 THROUGH IX**

was entered and filed in said Court on October 25, 2006, pursuant to which, among other things, the Court ordered that until and unless the Court orders otherwise, Bruce R. Wisan, as Special Fiduciary of the United Effort Plan Trust (the "Trust"), shall retain all authority previously extended to him by the Court with respect to the Trust.

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The Special Fiduciary's address is:

Bruce R. Wisan, Special Fiduciary  
Wisan Smith Racker & Prescott, LLP  
132 Pierpont Avenue Suite 250  
Salt Lake City, Utah 84101

And,

Bruce R. Wisan, Special Fiduciary  
c/o Jeffrey L. Shields, Esq.  
Callister, Nebeker & McCullough  
Gateway Tower East Suite 900  
10 East South Temple  
Salt Lake City, Utah 84133

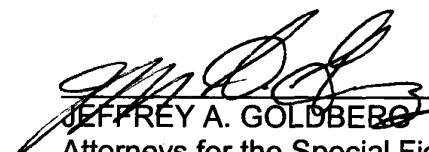
The name and address of the Attorney for Special Fiduciary in this State is:

Jeffrey A. Goldberg, Esq.  
Bruno, Brooks & Goldberg, P.C.  
730 E. Beale Street  
Kingman, AZ 86401  
Telephone: (928) 753-6115

A certified copy of said Judgment/Order is attached hereto.

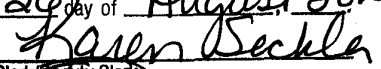
DATED this 26<sup>th</sup> day of August, 2010.

BRUNO, BROOKS & GOLDBERG, P.C.

  
JEFFREY A. GOLDBERG  
Attorneys for the Special Fiduciary

STATE OF ARIZONA }  
COUNTY OF MOHAVE } ss.

I, VIRLYNN TINNELL, Clerk of the  
Superior Court of the State of Arizona  
in and for the County of Mohave do  
hereby certify the foregoing to be a  
full, true and correct copy of the  
original on file in my office.

WITNESS my hand and seal of said Court this  
26 day of August, 2010  
  
Clerk/Deputy Clerk



FILED DISTRICT COURT  
Third Judicial District

OCT 25 2006

SALT LAKE COUNTY

By WAS Deputy Clerk

MARK L. SHURTLEFF #4666  
Attorney General  
TIMOTHY A. BODILY #6496  
Assistant Attorney General  
160 East 300 South, Fifth Floor  
P.O. Box 140874  
Salt Lake City, Utah 84114-0874  
Telephone: (801) 366-0375

Attorneys for the State of Utah

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR  
SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF	)	STIPULATED ORDER REGARDING
THE UNITED EFFORT PLAN TRUST,	)	ADMINISTRATION OF THE TRUST
(Dated November 9, 1942,	)	AND FINAL ORDER APPROVING
Amended April 10, 1946, and	)	THE REFORMED DECLARATION AND
Amended and Restated on	)	REMOVING TRUSTEES
November 3, 1998); and its,	)	
TRUSTEES, including	)	
known trustees TRUMAN BARLOW	)	Civil No. 053900848
WARREN JEFFS, LEROY JEFFS,	)	
WINSTON BLACKMORE, JAMES	)	
ZITTING and WILLIAM E. JESSOP	)	Judge Denise Lindberg
a/k/a WILLIAM E. TIMPSON and	)	
DOE TRUSTEES I THROUGH IX.	)	

On August 14, 2006, the Court held a hearing on the proposal to reform the United Effort Plan Trust (the "Trust"), submitted to the Court in accordance with this Court's Memorandum Decision filed on December 13, 2005. At the hearing, Jeffrey L. Shields and Mark L. Callister appeared on behalf of Bruce R. Wisan, the Court-appointed special fiduciary of the Trust (the "Special

Fiduciary"); Roger H. Hoole and Gregory N. Hoole appeared on behalf of Richard Jessop Ream, Thomas Samuel Steed, Don Ronald Fischer, Dean Joseph Barlow, Walter Scott Fisher, Richard Gilbert and Brent Jeffs (the "Interested Parties"); Timothy A. Bodily appeared on behalf of the Utah Attorney General; and Bill Richards appeared on behalf of the Arizona Attorney General. No other parties appeared at the hearing. In light of the Court's anticipated approval of reformation of the Trust, all parties appearing at the hearing have submitted a stipulated request for the Court to issue an order, approved by the parties, addressing the Court's continuing jurisdiction and administration over the Trust in connection with the reformation of the Trust.

BACKGROUND

This case originally came before the Court primarily seeking the following relief: (i) the suspension and removal of trustees; (ii) the appointment of new trustees; (iii) an inventory, accounting and final report of the trustees; and (iv) an appointment of a special fiduciary.

The Court has previously issued an order: (i) suspending the trustees (including known or alleged trustees, Truman Barlow,

Warren Jeffs, Leroy Jeffs, Winston Blackmore,<sup>1</sup> James Zitting and William E. Jessop, a/k/a William E. Timpson); (ii) removing the trustees upon the appointment of new trustees; (iii) requiring the filing of an inventory, accounting and final report of the trustees; and (iv) appointing Bruce R. Wisan as Special Fiduciary. (See Order Filed June 22, 2005.) Pursuant to such order, the Court retained jurisdiction over the Trust, including jurisdiction over the appointment of new trustees. As part of this process, the Court ordered the reformation of the November 3, 1998, Amended and Restated Declaration of Trust. (See Memorandum Decision, filed on December 13, 2005.) The Court has, simultaneously with the execution of this Order, approved and signed the Reformed Declaration of Trust of the United Effort Plan Trust on this 25<sup>th</sup> day of October, 2006 (the "Reformed

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<sup>1</sup> The record in this matter indicates that former Trustee, Winston Blackmore, was removed as a Trustee of the Trust and excommunicated from the FLDS Church in 2002. By the time the Utah Attorney General filed this matter and sought the suspension and removal of all current Trustees in May 2005, Mr. Blackmore had been prevented from functioning as a Trustee for nearly three years. The Court notes that Mr. Blackmore personally submitted himself to the Court's jurisdiction, traveled to the Court for hearings on more than one occasion, and has assisted the Special Fiduciary as requested. Although this order formally removes Mr. Blackmore as a Trustee, by entering this order the Court does not infer that Mr. Blackmore should be placed in the same category as the other Trustees who have refused to cooperate and account as former Trustees.

Declaration"). The Court finds that the Reformed Declaration conforms to the Memorandum Decision, dated December 13, 2005.

Pursuant to Section 5.1.2 of the Reformed Declaration, the Court retains jurisdiction to appoint the trustees (collectively referred to by the Reformed Declaration as the "Board"). The Court further retains jurisdiction to transfer duties and authority to the Board as the Court deems appropriate. Until the Court appoints the Board and transfers all duties and full authority to the Board under the Reformed Declaration, all unassigned duties and authority under the Reformed Declaration lie with the Special Fiduciary.

Based upon the foregoing, the Court issues the following order:

1. Pursuant to the Court's previous order, the suspended trustees are hereby removed as trustees effective immediately upon the Court's simultaneous execution of this Order and the Reformed Declaration which vests authority in the Special Fiduciary;

2. The Court's preliminary injunction order filed on February 1, 2006, enjoining persons from removing property from the Trust, remains in place;

3. As previously ordered, the removed trustees shall file an inventory, accounting and final report of their administration;

4. Pursuant to Utah Code Ann. § 75-7-201, this Court retains administration over the Trust as to matters brought before it by the Special Fiduciary and other parties with standing;

5. Pursuant to Utah Code Ann. § 75-7-201 and Section 5.1.2 of the Reformed Declaration, this Court retains jurisdiction to appoint the Board upon its own initiative, request by the Special Fiduciary, or other parties with standing.

6. Until and unless the Court orders otherwise, the Special Fiduciary shall retain all authority previously extended to him by the Court.

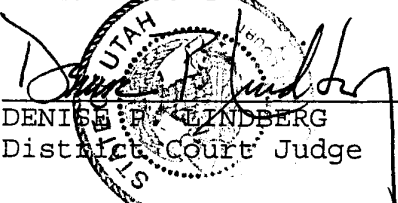
7. This order shall not be construed to limit or otherwise alter any previous orders issued by the Court in this case, except that to the extent this order conflicts with any previous orders of the Court, this order shall govern.

8. This order constitutes a final order and judgment of the Court under Utah Rules of Civil Procedure, Rule 54(b). The Court determines that there is no just reason for delay and

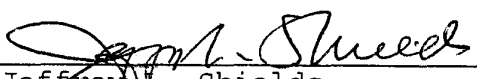
expressly directs the entry of this order as a final order and judgment.

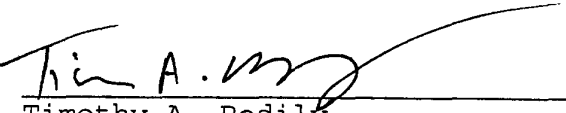
DATED this 25<sup>th</sup> day of October, 2006.

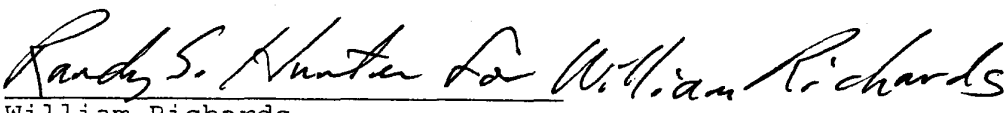
BY THE COURT

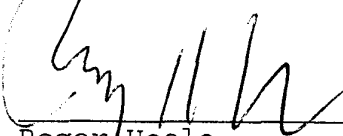
  
DENISE H. LINDBERG  
District Court Judge

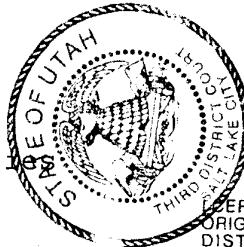
APPROVED AS TO FORM:

  
Jeffrey L. Shields  
Attorney for Bruce Wisan

  
Timothy A. Bodily  
Assistant Attorney General  
Attorney for Utah Attorney General's Office

  
William Richards  
Assistant Attorney General  
Attorney for Arizona Attorney General's Office

  
Roger Hoole  
Attorney for the Interested Parties



CERTIFY THAT THIS IS A TRUE COPY OF AN ORIGINAL DOCUMENT ON FILE IN THE THIRD DISTRICT COURT, SALT LAKE COUNTY, STATE OF UTAH.

DATE: AUGUST 24, 2010  
  
DEPUTY COURT CLERK


expressly directs the entry of this order as a final order and judgment.

DATED this \_\_\_\_\_ day of October, 2006.


BY THE COURT

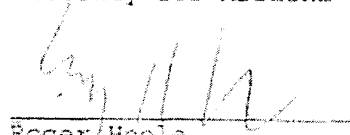
\_\_\_\_\_  
DENISE P. LINDBERG  
District Court Judge

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jeffrey L. Shields  
Attorney for Bruce Wisan

\_\_\_\_\_  
Timothy A. Bodily  
Assistant Attorney General  
Attorney for Utah Attorney General's Office

  
\_\_\_\_\_  
William Richards  
Assistant Attorney General  
Attorney for Arizona Attorney General's Office

  
\_\_\_\_\_  
Roger Hoole  
Attorney for the Interested Parties

RECORDER'S MEMO: Legibility  
Questionable For Good Reproduction

*1.5.01*

CERTIFICATE OF SERVICE

I hereby certify that on the 30 day of October, 2006, I caused a copy of the foregoing STIPULATED ORDER REGARDING ADMINISTRATION OF THE TRUST AND FINAL ORDER APPROVING THE REFORMED DECLARATION AND REMOVING TRUSTEES to be mailed, postage prepaid, to:

JEFFREY L SHIELDS  
MARK L CALLISTER  
ZACHARY T SHIELDS  
CALLISTER NEBEKER & McCULLOUGH  
GATEWAY TOWER EAST SUITE 900  
10 EAST SOUTH TEMPLE  
SALT LAKE CITY UT 84133

ROGER H HOOLE  
GREGORY N HOOLE  
HOOLE & KING L C  
4276 SOUTH HIGHLAND DRIVE  
SALT LAKE CITY UT 84124

JOANNE SUDER (MD)  
THE SUDER LAW FIRM P A  
210 E LEXINGTON STREET #100  
BALTIMORE MD 21202

EDWARD R MUNSON  
JEROME ROMERO  
JONES WALDO HOLBROOK & MCDONOUGH  
170 S MAIN STREET SUITE 1500  
SALT LAKE CITY UT 84101-1644

TIMOTHY B ANDERSON  
RUSSELL S MITCHELL  
JONES WALDO HOLBROOK & MCDONOUGH  
301 NORTH 200 EAST SUITE 3-A  
ST GEORGE UT 84770-3041

MARLENE M MOHN  
2130 WASATCH BOULEVARD  
SANDY UT 84092

RANDY S HUNTER  
ASSISTANT UTAH ATTORNEY GENERAL  
160 EAST 300 SOUTH 5TH FLOOR  
PO BOX 140857  
SALT LAKE CITY UT 84114-0857

WILLIAM A RICHARDS  
ASSISTANT ARIZONA ATTORNEY GENERAL  
1275 W WASHINGTON STREET  
PHOENIX AZ 85007-2926

RODNEY R PARKER  
SNOW CHRISTENSEN & MARTINEAU  
10 EXCHANGE PLACE 11TH FLOOR  
PO BOX 45000  
SALT LAKE CITY UT 84145

SCOTT ANDERSON  
SAMUEL FARNSWORTH  
881 W STATE STREET #140-404  
PLEASANT GROVE UT 84062

PETER STIRBA  
BARBARA L. TOWNSEND  
STIRBA & ASSOCIATES  
215 S. STATE STREET, SUITE 750  
P.O. BOX 810  
SALT LAKE CITY, UT 84110-0810





2010052549 Page: 11 of 12

When recorded return to:  
Bruno, Brooks & Goldberg, P.C.  
730 E. Beale St.  
Kingman, AZ 86401

---

**INFORMATION STATEMENT OF JUDGMENT CREDITOR**  
**PURSUANT TO A.R.S. §33-967**

1. The correct names of the judgment debtors are:

Warren Steed Jeffs	Truman I. Barlow
Leroy S. Jeffs	James K. Zitting
William E. Jessop aka William E. Timpson	

2. The last known addresses of the judgment debtors are:

Warren Steed Jeffs PO Box 250 Draper, UT 84020	Truman I. Barlow PO Box 2700 Colorado City, AZ 86021
Leroy S. Jeffs PO Box 1938 Colorado City, AZ 86021	James K. Zitting PO Box 605 Colorado City, AZ 86021-0605
William E. Jessop aka William E. Timpson PO Box 787 Colorado City, AZ 86021	

3. The address at which each judgment debtor received the Summons by personal service or by mail was:

Warren Steed Jeffs PO Box 250 Draper, UT 84020	Truman I. Barlow PO Box 2700 Colorado City, AZ 86021
Leroy S. Jeffs PO Box 1938 Colorado City, AZ 86021	James K. Zitting PO Box 605 Colorado City, AZ 86021-0605
William E. Jessop Aka William E. Timpson PO Box 787 Colorado City, AZ 86021	

2010052549 Page: 12 of 12

4. The name and address of the judgment creditor is:

Bruce R. Wisan, as the Court-Appointed Special  
Fiduciary of the United Effort Plan Trust.  
32 W. Pierpont Drive  
Salt Lake City, Utah 84101

5. The amount of the Judgment or Decree as entered or as most recently renewed is:

Until and unless the Court orders otherwise, Bruce R. Wisan, as Special  
Fiduciary of the United Effort Plan Trust (the "Trust"), shall retain all  
authority previously extended to him by the Court with respect to the Trust.

6. The judgment debtors' Social Security Number:

Unknown

7. The judgment debtors' date of birth:

Not Applicable.

8. The judgment debtors' drivers license number:

Not Applicable.


9.  A stay of enforcement has not been ordered by the court.

OR

10.  N/A A stay of enforcement has been ordered by the court and the date the stay expires is: \_\_\_\_\_

DATED this 30<sup>th</sup> day of August, 2010.

BRUNO, BROOKS & GOLDBERG, P.C.

  
Jeffrey A. Goldberg  
730 E. Beale Street  
Kingman, AZ 86401  
Attorney for Judgment Creditor

2

NOTICE OF INTEREST IN REAL PROPERTY

This notice is to certify that the undersigned has an interest in the real property described in the attached legal description located in Mohave County, Arizona:

See the attached for the complete legal description.

The nature of this interest is possessory and beneficial and constructive ownership.

PAGE: 1 of 2 FEE # 2008055835

B: 7283 P: 591

OFFICIAL RECORDS OF MOHAVE COUNTY JOAN MCCALL COUNTY RECORDER



Dated this 15<sup>TH</sup> day of August, 2008.

08/15/2008 04:31 PM Fee: \$14.00 DOC TYPE: NOT PAID BY: WILLIAM JESSOP

Merlin Jessop dba Jessop Farms 440 West Johnson Avenue P.O. Box 10 Colorado City, AZ 86021

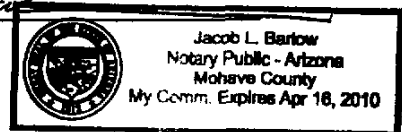
Ret:

Merlin Jessop

State of ARIZONA ) ) ss. County of MOHAVE )

Subscribed and sworn to before me this 15<sup>TH</sup> day of August, 2008.

Jacob L. Barlow Notary Public



597

LEGAL DESCRIPTION

404-27-032: GOV'T LOTS 1,2,3 & 4 AND S2 N2, ALL IN SECTION 1, T41N, R7W, G&SR EXCEPT AIRPORT ROAD CONT 317.18 ACRES M/L.

404-27-036: NE4 SE4, SECTION 1, T41N, R7W, G&SR EXCEPT THE WEST 200' OF THE EAST 400' OF THE NORTH 200' EXCEPT AIRPORT ROAD CONT 37.97 ACRES M/L.

404-27-037: S2 SE4, SECTION 1, T41N, R7W, G&SR EXCEPT AIRPORT ROAD CONT 78.70 ACRES M/L.

404-27-038: NW4 SE4, SECTION 1, T41N, R7W, G&SR EXCEPT AIRPORT ROAD CONT 36.94 ACRES M/L.

404-43-006: NE4, S2 SE4 & NW4 SE4, ALL IN SECTION 12, T41N, R7W, G&SR EXCEPT AIRPORT ROAD & THE SLY 43' (AIRPORT AVE) PER COLORADO CITY RDWY DEDICATION PLAT NO 17 3/13/97 97-12865 CONT 272.25 ACRES M/L.

404-43-001: NE4 SE4, SECTION 12, T41N, R7W, G&SR CONT 40 ACRES.

404-23-013: GOV'T LOTS 3, 4 & E2 SW4, W2 SE4 & SW4 NE4, ALL IN SECTION 7, T41N, R6W, G&SR EXCEPT THE SOUTH 43' (AIRPORT AVE) PER COLORADO CITY ROAD DEDICATION PLAT NO 17 3/13/97 RN 97-12865 CONT 276.60 ACRES M/L.

404-23-014: N2 NE4, SE4 NE4 & E2 SE4, ALL IN SECTION 7, T41N, R6W, G&SR EXCEPT BEG AT A PT WHICH IS SOUTH 1935.44' AND WEST 57.5' FROM THE NE COR OF SD SEC 7; TH WEST 169.55' TO A PT ON THE WLY R/W OF HWY 389; TH SELY 311.11' ALONG SD R/W; TH N00 DEG 12'58 W 260.85' TO THE POB AND EXCEPT THAT PORTION WITHIN CENTRAL ST PER COLORADO CITY ROAD DEDICATION PLAT CONT 162.15 ACRES M/L