

# Title Agency Monthly Report

For the month of July, 2011

## License Renewal

Agy_ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
7701	ASPEN TITLE INSURANCE AGENCY, LLC.	5/16/2002	7/31/2013			TE
7701	ASPEN TITLE INSURANCE AGENCY, LLC.	5/16/2002	7/31/2013			TS
6938	BACKMAN TITLE SERVICES, LTD	5/16/2002	7/31/2013			TE
6938	BACKMAN TITLE SERVICES, LTD	5/16/2002	7/31/2013			TMR
6938	BACKMAN TITLE SERVICES, LTD	5/16/2002	7/31/2013			TS

## Late License Renewal

Agy_ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
14481	eTITLE INSURANCE AGENCY LLC	6/8/2005	6/30/2013			TE
14481	eTITLE INSURANCE AGENCY LLC	6/8/2005	6/30/2013			TS
7301	UNITED TITLE SERVICES OF SOUTHERN UTA	5/16/2002	6/30/2013			TE
7301	UNITED TITLE SERVICES OF SOUTHERN UTA	5/16/2002	6/30/2013			TS

## Lapse Licenses

Agy_ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
16736	VINTAGE TITLE INSURANCE AGENCY INC	6/1/2007	6/30/2011	7/1/2011		TMR
16736	VINTAGE TITLE INSURANCE AGENCY INC	6/1/2007	6/30/2011	7/1/2011		TE
16793	EASTWOOD TITLE INSURANCE AGENCY INC	6/21/2007	6/30/2011	7/1/2011		TE
16793	EASTWOOD TITLE INSURANCE AGENCY INC	6/21/2007	6/30/2011	7/1/2011		TS
16800	DRAPER TITLE INSURANCE AGENCY LLC	6/22/2007	6/30/2011	7/1/2011		TE
16800	DRAPER TITLE INSURANCE AGENCY LLC	6/22/2007	6/30/2011	7/1/2011		TS

## Reinstated License

Agy_ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification

# Title Agency Monthly Report

For the month of July, 2011

## Reinstated License

Agy_ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
14481	eTITLE INSURANCE AGENCY LLC	6/8/2005	6/30/2013	7/30/2011	7/7/2011	TE
14481	eTITLE INSURANCE AGENCY LLC	6/8/2005	6/30/2013	7/30/2011	7/7/2011	TS
7301	UNITED TITLE SERVICES OF SOUTHERN UTA	5/16/2002	6/30/2013	7/30/2011	7/13/2011	TE
7301	UNITED TITLE SERVICES OF SOUTHERN UTA	5/16/2002	6/30/2013	7/30/2011	7/13/2011	TS

# Title Individual Monthly Report

For the month of July, 2011

## New License

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
1461011	LESA ANN BEUCHERT	07-14-2011	07-31-2013			TMR
1454811	MCINSY LOU TOPONCE	07-14-2011	01-31-2014			TE

## License Renewal

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
127677	RYAN K GOODRICH	04-17-2006	07-31-2013			TE
42663	KELLY K ANAST	05-16-2002	07-31-2013			TE
138286	ERICA ARCHIBALD	02-23-2007	07-31-2013			TE
138286	ERICA ARCHIBALD	02-23-2007	07-31-2013			TMR
80937	NATHAN EVAN BARNES	09-03-2002	07-31-2013			TE
36330	LARRY TURNER BLAKE	05-16-2002	07-31-2013			TE
36330	LARRY TURNER BLAKE	05-16-2002	07-31-2013			TS
115645	JENNIFER E BOWEN	07-07-2005	07-31-2013			TMR
148457	HOLLY SELLERS CHAMBERLAIN	07-17-2007	07-31-2013			TE
148457	HOLLY SELLERS CHAMBERLAIN	07-17-2007	07-31-2013			TS
144857	BRANDON J MAUGHAN	05-25-2007	07-31-2013			TS
79845	RYSZARD CHOLODOWSKI	08-06-2002	07-31-2013			TS
37387	RENA N DOMAN	05-16-2002	07-31-2013			TE
45407	ROLLIN M DOMIRE	05-16-2002	07-31-2013			TS

# Title Individual Monthly Report

For the month of July, 2011

## License Renewal

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
38309	MELISSA DUE	05-16-2002	07-31-2013			TE
111347	TROY STEPHEN FELT	03-14-2005	07-31-2013			TMR
35376	KIM H FOSTER	05-16-2002	07-31-2013			TE
35376	KIM H FOSTER	05-16-2002	07-31-2013			TS
1373383	CELESTE GATES	09-16-2008	07-31-2013			TMR
141978	PAUL ALAN GEHRING	05-16-2007	07-31-2013			TS
31831	BLAKE A GILLIS	05-16-2002	07-31-2013			TE
44215	JEFFREY JAY JENSEN	05-16-2002	07-31-2013			TE
127677	RYAN K GOODRICH	04-17-2006	07-31-2013			TS
31831	BLAKE A GILLIS	05-16-2002	07-31-2013			TS
37666	JANENE GULL	05-16-2002	07-31-2013			TE
37666	JANENE GULL	05-16-2002	07-31-2013			TS
37680	JANETTE GULL	05-16-2002	07-31-2013			TE
37680	JANETTE GULL	05-16-2002	07-31-2013			TS
43852	BreAnn Gurr	03-12-2003	07-31-2013			TE
37317	C CLAYTON HANSEN	10-30-2008	07-31-2013			TMR
44708	KATHERINE M HARROP	05-16-2002	07-31-2013			TE
44450	THOMAS V HATCH	05-16-2002	07-31-2013			TE
44450	THOMAS V HATCH	05-16-2002	07-31-2013			TS
30863	SANDY I DAY	05-16-2002	07-31-2013			TE

# Title Individual Monthly Report

For the month of July, 2011

## License Renewal

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
64224	JOEL T HOLLEY	05-16-2002	07-31-2013			TMR
39915	NATALIE L HENNING	05-16-2002	07-31-2013			TE
44215	JEFFREY JAY JENSEN	05-16-2002	07-31-2013			TS
136340	STACY L JENSEN	10-30-2006	07-31-2013			TE
141902	KELSEE PAIGE JOHNSTON	04-02-2007	07-31-2013			TE
39287	JANYCE JONES	05-16-2002	07-31-2013			TE
90327	TRACEE LYNN KALAHAR	05-20-2003	07-31-2013			TE
86475	KAMERON JAY KERSHAW	02-03-2003	07-31-2013			TE
44788	BRENT ARGYLE KIRKLAND	05-16-2002	07-31-2013			TE
44788	BRENT ARGYLE KIRKLAND	05-16-2002	07-31-2013			TS
137619	JULIE K LEVEQUE	12-12-2006	07-31-2013			TE
79845	RYSZARD CHOLODOWSKI	08-06-2002	07-31-2013			TE
134940	JANET MARIE LUNT	05-01-2007	07-31-2013			TE
43967	SHALIE M SWARTZ	10-20-2006	07-31-2013			TE
994	JOSEPH K MC PHIE	05-16-2002	07-31-2013			TE
994	JOSEPH K MC PHIE	05-16-2002	07-31-2013			TS
44802	KEVIN B MERRILL	05-16-2002	07-31-2013			TE
44802	KEVIN B MERRILL	05-16-2002	07-31-2013			TS
45993	NATALIE A. MONSON	08-22-2002	07-31-2013			TE
84024	BRANDON G PATTERSON	11-19-2002	07-31-2013			TS

# Title Individual Monthly Report

For the month of July, 2011

## License Renewal

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
87159	DEANN M TAYLOR	02-26-2003	07-31-2013			TE
108310	NATHAN S SALISBURY	12-08-2004	07-31-2013			TE
1366899	NATALIE A. TURLEY	05-20-2009	07-31-2013			TE
39708	CHRIS TAYLOR	05-16-2002	07-31-2013			TE
147616	CANDACE THOMAS	06-19-2007	07-31-2013			TMR
35601	LAMMERT VEENSTRA	05-16-2002	07-31-2013			TE
35601	LAMMERT VEENSTRA	05-16-2002	07-31-2013			TS
140133	SCOTT WESTOVER	02-23-2007	07-31-2013			TS
90401	BETH C WORTH	05-21-2003	07-31-2013			TE
44706	CAROL YAMAMOTO	05-16-2002	07-31-2013			TE
116710	NICOLE C PERKINS	07-28-2005	07-31-2013			TE
39500	KATHY S LOVE	05-16-2002	07-31-2013			TE

## Lapse Licenses

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
114564	ASHLIE RAE MONEY	06-08-2005	06-30-2011	7/30/2011		TE
39812	DAVID J GUSTAFSON	12-20-2002	06-30-2011	7/30/2011		TS
39812	DAVID J GUSTAFSON	12-20-2002	06-30-2011	7/30/2011		TE
22935	KIMBERLY J DICKINSON	05-16-2002	06-30-2011	7/30/2011		TS

# Title Individual Monthly Report

For the month of July, 2011

## Lapse Licenses

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
22935	KIMBERLY J DICKINSON	05-16-2002	06-30-2011	7/30/2011		TE
62819	SETH BOWEN	05-16-2002	06-30-2011	7/30/2011		TS
81710	AMY C DAVIS	09-25-2002	06-30-2011	7/30/2011		TE
90005	Janey A Wilding	05-14-2003	06-30-2011	7/30/2011		TMR
100413	ANGELA H PENROD	04-08-2004	06-30-2011	7/30/2011		TE
109313	DEBORAH W MONTGOMERY	01-13-2005	06-30-2011	7/30/2011		TE
44340	JODY LINN VANAUSDAL	05-16-2002	06-30-2011	7/30/2011		TE
109313	DEBORAH W MONTGOMERY	01-13-2005	06-30-2011	7/30/2011		TS
44838	RANDALL M PETERSEN	05-16-2002	06-30-2011	7/30/2011		TS
131831	JOHN STEVEN SPROUL	07-27-2006	06-30-2011	7/30/2011		TS
134358	EVELYN L WHITLOCK	09-21-2006	06-30-2011	7/30/2011		TE
112174	SHAUNIE A KEHL	03-31-2005	06-30-2011	7/30/2011		TMR
138924	HEATHER BACK HARMAN	12-28-2006	06-30-2011	7/30/2011		TMR
114510	Don Brown	06-08-2005	06-30-2011	7/30/2011		TE
137898	KIMBERLY ANDERSON	12-29-2006	06-30-2011	7/30/2011		TE
137530	Cassandra L Millburn	04-10-2007	06-30-2011	7/30/2011		TMR
134822	TORI M JENSEN	09-25-2006	06-30-2011	7/30/2011		TS
42383	LAVERN BLACK	05-16-2002	06-30-2011	7/30/2011		TE
134337	JONATHAN A STOREY	09-20-2006	06-30-2011	7/30/2011		TMR
1374246	DENNIS E PETERS	10-21-2008	06-30-2011	7/30/2011		TE

# Title Individual Monthly Report

For the month of July, 2011

## Reinstated License

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
109933	AMY EILEEN DEVORE	01-26-2005	06-30-2013	7/30/2011	7/11/2011	TE
36507	C BRYANT SAFFORD	06-04-2002	06-30-2013	7/30/2011	7/11/2011	TMR
109736	TRACY A REED	01-25-2005	06-30-2013	7/30/2011	7/13/2011	TMR
62489	TIMOTHY J HERRERA	05-16-2002	06-30-2013	7/30/2011	7/26/2011	TS
109933	AMY EILEEN DEVORE	01-26-2005	06-30-2013	7/30/2011	7/11/2011	TS
137901	BRITTANY ANN VROTNEY	12-28-2006	06-30-2013	7/30/2011	7/5/2011	TE







Title Insurance Investigations  
Closed Investigation Summary Report

Case No.	Date	Activity	Disposition	Notes	Outcome	Remarks
58911	11/30/10	12/13/10	13	no Business Activity	X	Alleged Unlicensed Activity
58912	11/30/10	12/15/10	15	no Business Activity	X	Alleged Unlicensed Activity
58913	11/30/10	12/15/10	15	no Business Activity	X	Alleged Unlicensed Activity
58914	11/30/10	12/15/10	15	no Business Activity	X	Alleged Unlicensed Activity
58915	11/30/10	12/15/10	15	no Business Activity	X	Alleged Unlicensed Activity
58916	11/30/10	12/15/10	15	no Business Activity	X	Alleged Unlicensed Activity
58917	11/30/10	12/15/10	15	no Business Activity	X	Alleged Unlicensed Activity
58918	11/30/10	12/15/10	15	no Business Activity	X	Alleged Unlicensed Activity
58919	11/30/10	12/15/10	15	no Business Activity	X	Alleged Unlicensed Activity
58920	11/30/10	12/15/10	15	no Business Activity	X	Alleged Unlicensed Activity
58921	11/30/10	12/15/10	15	no Business Activity	X	Alleged Unlicensed Activity
58922	11/30/10	12/15/10	15	no Business Activity	X	Alleged Unlicensed Activity
58923	11/30/10	12/15/10	15	no Business Activity	X	Alleged Unlicensed Activity
58961	12/13/10	12/27/10	14	Connection Removed		Co-Advertising
58962	12/13/10	12/27/10	14	Connection Removed		Co-Advertising
58969	12/14/10	12/20/10	6	no Business Activity	X	Alleged Unlicensed Activity
58970	12/14/10	1/4/11	21	no Business Activity	X	Alleged Unlicensed Activity
58979	12/14/10	1/3/11	20	no Business Activity	X	Alleged Unlicensed Activity
58980	12/15/10	12/22/10	7	no Business Activity	X	Alleged Unlicensed Activity
58981	12/15/10	1/3/11	19	no Business Activity	X	Alleged Unlicensed Activity
58982	12/15/10	12/22/10	7	no Business Activity	X	Alleged Unlicensed Activity
58989	12/16/10	12/20/10	4	Unfounded		Alleged unfair inducement
59049	1/1/11	1/5/11	4	Appt filed		Allegation of fraud
58103	1/20/10	1/19/11	364	Unjustified e-case	X	Alleged Unlicensed Activity
58978	12/15/10	1/24/11	40	e-case		Unlicensed title agency doing business in Utah
58746	9/27/10	1/31/11	126	Satisfaction		Alleged Unlicensed Activity
58668	12/14/10	2/1/11	49	e-case	X	Alleged Unlicensed Activity
59059	1/13/11	2/15/11	33	Unjustified e-case	X	Alleged Unlicensed Activity
58983	12/20/10	2/16/11	58	no Business Activity	X	Alleged Unlicensed Activity
59057	1/13/11	2/16/11	34	no Business Activity	X	Alleged Unlicensed Activity
59086	1/13/11	2/16/11	34	no Business Activity	X	Alleged Unlicensed Activity
59109	1/18/11	2/16/11	29	e-case		Doing Business with an Unlicensed Producer
59227	2/22/11	3/2/11	8	PLA	X	Alleged Unlicensed Activity
59230	2/22/11	3/7/11	13	No closings	X	Alleged Unlicensed Activity
59232	2/22/11	3/7/11	13	No closings	X	Alleged Unlicensed Activity
59229	2/22/11	3/6/11	14	PLA	X	Alleged Unlicensed Activity
59270	3/7/11	3/6/11	1	PLA	X	Alleged Unlicensed Activity
58482	6/9/10	3/11/11	275	escases 2812 and 2813		Responsible for actions of licensee
58152	2/4/10	3/16/11	405	escases 2812 and 2813	X	Closed a real estate transaction with a copy of a Power of Attorney instead of the original
59226	2/22/11	3/21/11	27	PLA	X	Alleged Unlicensed Activity
59228	2/22/11	3/21/11	27	No closings	X	Alleged Unlicensed Activity



## Title Insurance Consumer Complaints

### Open and Closed Consumer Complaint Summary Report

Case #	Date Open	Date closed	Complaint	CSA	
58109	1/25/2010	2/25/2010	HO premium not paid at closing	Meldee	JUSTIFIED
58202	2/22/2010	2/22/2010	title complaint, feels title company didn't uncover/disclose hazards for clear title and sale of home - flood insurance requirements	Sandy	UNJUSTIFIED
58434	5/19/2010	8/19/2010	Condo Ins not pd at closing	Meldee	UNJUSTIFIED
58624	8/10/2010	8/10/2010	Mechanicsliens recorded on property after closing	Sandy	Withdrawn
58832	11/8/2010	11/16/2010	Title agency did not the seller's delinquent dues paid	Meldee	UNJUSTIFIED
58852	11/15/2010	2/9/2011	Lender complaint. Trust deed not recorded	Meldee	UNJUSTIFIED
58865	11/18/2010	12/9/2010	not supplying title ins or deed to the property	Sandy	UNJUSTIFIED
59045	1/3/2011	1/10/2011	Liens wer not cleared at closing	Sandy	
59067	1/6/2011	2/9/2011	Trust Deed not recorded	Meldee	UNJUSTIFIED
59162	2/1/2011	2/1/2011	Property not recorded properly by agent	Meldee	JUSTIFIED
59272	3/7/2011	4/26/2011	title complaint	Meldee	UNJUSTIFIED

## Title Insurance Consumer Complaints Open and Closed Per Month Report

	Open	Closed		Open	Closed
January	1	0	January	2	1
February	1	1	February	1	1
March	3	2	March	15	11
April	5	2	April	0	1
May	0	5	May	0	0
June	1	1	June	0	0
July	0	1	July	0	0
August	2	1	August		
September	1	0	September		
October	0	3	October		
November	1	0	November		
December	0	1	December		
<b>Total 2008</b>	<b>15</b>	<b>17</b>	<b>Total 2011</b>	<b>18</b>	<b>14</b>
January	0	0	January		
February	0	1	February		
March	0	0	March		
April	0	0	April		
May	1	0	May		
June	0	1	June		
July	0	0	July		
August	1	0	August		
September	0	0	September		
October	0	1	October		
November	0	0	November		
December	1	2	December		
<b>Total for 2009</b>	<b>3</b>	<b>5</b>	<b>Total for 2012</b>	<b>0</b>	<b>0</b>
January	1	0	January		
February	1	2	February		
March	0	0	March		
April	0	0	April		
May	1	0	May		
June	0	0	June		
July	0	0	July		
August	1	2	August		
September	0	0	September		
October	0	0	October		
November	3	1	November		
December	0	1	December		
<b>Total for 2010</b>	<b>7</b>	<b>6</b>	<b>Total for 2013</b>	<b>0</b>	<b>0</b>

## Title Insurance Enforcement Report

E-Case #	Date Opened	Recommended Action	Action taken	Action Date	Closed Date
2174	5/20/08	Hearing	Prosecutor for drafting	9/8/08	
			Respondent for signature	6/23/10	
			Agency license lapses 6/30		
2331	12/22/08	Default Revocation	Prosecutor for drafting		
			Respondent for signature		
			Revocation		
2405	4/15/09	Appeal Reversed	Under Review	5/31/10	
			Awaiting Fine	12/14/10	
			Fine \$1000, 6 mos prob.	pd addl \$1000	
2423	5/14/09	Complaint	Prosecutor for drafting	6/9/10	
			Hearing		
			Dismissed	9/23/10	
2521	9/23/09	Informal Action	Sent to Respondent	9/30/09	
			Order to show cause	3/2/10	
			Additional Fine	3/31/10	
2548	10/26/09	Dismissed	Prosecutor for drafting	4/8/10	
			Respondent for signature		
			Dismissed	9/29/10	
2549	10/26/09	Dismissed	Prosecutor for drafting	4/8/10	
			Respondent for signature		
			Dismissed		
2564	11/5/09	Stipulation and Order	Prosecutor for drafting	5/17/10	
			S&O offer \$5000	9/23/10	
			full fine paid	2/9/11	
2566	11/9/09	Stipulation and Order	S&O Mailed to new address	11/23/10	
			Revoked	4/25/11	
2572	11/17/09	Hearing	Sent to Respondent	2/4/10	
			Hearing set	8/2/10	
			Fine Paid	11/9/10	
2598	12/22/09	Stipulation and Order	Prosecutor for drafting	12/22/09	
			Complaint Mailed	2/15/11	
			Fine Paid	4/21/11	
2621	1/12/10	Dismissed	Sent to Respondent	2/4/10	
			Pre-hearing set	8/10/10	
			Dismissed	9/14/10	
2623	1/12/10	Complaint	Sent to Respondent	2/4/10	
			Withdrawn	7/1/10	

## Title Insurance Enforcement Report

E-Case #	Date Opened	Recommended Action	Action taken	Action Date	Closed Date
2624	1/12/10	Complaint	Sent to Respondent	2/4/10	5/4/2011
			Default Order	9/20/10	
			Dismissed	5/4/11	
2637	2/18/10	Stipulation and Order	Prosecutor for drafting	3/4/10	9/2/2010
			Respondent for signature	4/19/10	
			Penalty imposed by commission	Paid	
2638	2/18/10	Complaint	Prosecutor for drafting	4/20/10	12/13/2010
			Notice of hearing 10/19	9/14/10	
			Fine \$500 Pd	12/13/10	
2651	3/11/10	Stipulation and Order	Prosecutor for drafting	3/15/10	7/21/2010
			Respondent for signature	4/26/10	
			Fine received	7/21/10	
2659	3/24/10	Complaint	Sent to Respondent	4/12/10	7/12/2010
			Hearing scheduled	6/22/10	
			Signed by Judge	Revoked	
2664	4/1/10	Complaint for revocation	Sent to Respondent		12/2/2010
			Warning Letter	Closed	
2687	6/2/10	Informal Action	Sent to Respondent		11/10/2010
			Docs received	Closed	
2701	6/2/10	Informal Action	Sent to Respondent	7/7/10	7/14/2010
			Accepted by respondent	7/14/10	
2702	6/2/10	Informal Action	Sent to Respondent	7/7/10	9/22/2010
			Last pmt made	9/20/10	
2703	6/2/10	Informal Action	Resent to Respondent	9/20/10	
			Returned mail no forwarding	12/6/10	
2704	7/7/10	Stipulation and Order	Sent to Respondent	9/8/10	7/6/2011
			S&O received	9/13/10	
			Last pmt made	7/6/11	
2718	8/24/10	Informal Action	Sent to Respondent	8/31/10	9/16/2010
			Fine Paid \$1750	9/16/10	
2734	11/2/10	Stipulation and Order	Mailed S&O	12/13/10	5/25/2011
			Complaint drafted for non-signature S&O	3/17/11	
			Forfeiture Pd	5/25/11	
2769	1/20/11	Stipulation and Order	Gale for signature	3/31/11	4/11/2011
			\$5000 pd	4/11/11	
2778	2/1/11	Stipulation and Order	Sent to Respondent	3/8/11	
			Gale for signature	3/21/11	
			Second of three Pd	6/14/11	
2812	3/16/11	Complaint	to Gale	3/16/11	



### Title Insurance Enforcement Report

E-Case #	Date Opened	Recommended Action	Action taken	Action Date	Closed Date
2813	3/16/11	Complaint	Researching issues	7/21/11	
2822	3/29/11	Informal Action	Public Letter of Admonition	3/29/11	
					3/29/2011
2833	4/6/11	Stip and Order	To Gale	4/6/11	
			S&O mailed to defendant	5/11/11	
			pd \$1000 of \$1500	6/13/11	
2834	4/6/11	Stip & Order	To Gale	4/6/11	
				5/11/11	
			pd \$2500	6/13/11	6/13/2011
2839	4/14/11	Informal Proceeding	Notice sent	4/26/11	
			\$750 Pd		5/25/2011
2840	4/14/11	Informal Proceeding	Notice sent	4/26/11	
			\$500 Pd		5/17/2011
2841	4/18/11	Stp & Order	To Gale	4/18/11	
			S&O mailed to defendant	5/24/11	
2842	4/18/11	Stip and Order	To Gale	5/2/2011	
			S&O resent	6/14/2011	
			Fine Paid	7/21/2011	7/21/2011
2844	4/18/11	Informal Action	Notice sent	4/26/11	
			2nd request	5/25/11	
			Motion to Dismiss	6/29/11	6/29/2011
2848	4/19/11	Infomal Action	Notice sent	4/26/11	
			\$750 Pd		5/25/2011
2849	4/19/11	Informal Action	Notice sent	4/26/11	
			2nd Request	5/25/11	
			To collections	6/27/11	
2850	4/19/11	Informal Action	Notice sent	4/26/11	
			2nd Request	8/2/11	
2852	4/20/11	Complaint & Hearing	Notice Sent	4/26/2011	
			Notice of hearing 6/14/11 Sent	5/24/2011	
2853	4/20/11	Informal Action	Notice sent	4/26/2011	
			Request for Pmt	6/27/2011	

### Title Insurance Enforcement Report

E-Case #	Date Opened	Recommended Action	Action taken	Action Date	Closed Date
2854	4/20/11	Informal Action	Notice Sent	4/26/2011	5/25/2011
			\$750 Pd		
2855	4/20/11	Informal Action	Notice sent	4/26/11	
			2nd Request Sent	6/8/11	
2856	4/20/11	Informal Action	Notice sent	4/26/11	5/25/2011
			\$750 Pd		
2857	4/20/11	Informal Action	Notice sent	4/20/2011	5/26/2011
			Dismissed	5/26/2011	
2858	4/20/11	Informal Action	Notice sent	4/26/11	
			Hearing set 6/14/2011	5/24/11	
			Waiting judge decision		
2859	4/20/11	Informal Action	Notice sent	4/26/11	
			Company out of business 8/23/2010		
			No Forwarding/phones disconnected		
2874	5/2/11	Stip & Order	To Gale	5/2/11	
			S&O drafted	6/1/11	
			S&O signed	7/18/11	
2875	5/2/11	Stip & Order	To Gale	5/2/11	
			Invoice for S&O of \$1000 sent	7/11/11	

# PACE & SCHMIDT

Attorneys and Counselors at Law  
A Limited Liability Company

University Club Building  
136 East South Temple, Suite 1600  
Salt Lake City, UT 84111-1132

Nathan D. Pace, p.c. \*  
David S. Pace  
Stacey G. Schmidt  
Chad Gladstone  
Reef R. Pace\*\*  
\*Also admitted in New York State  
\*\*Licensed Title and Escrow Agent

Telephone (801) 355-9700  
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Mailing Address: 2256 Lake St.  
Salt Lake City, Utah 84106  
Email: [reefp@pace.com](mailto:reefp@pace.com)  
Phone#: 801-842-1506  
Title License# 376800

Dear Mr. Gooch:

I am requesting an exemption from the licensing time period requirements in 31A-23a-204(1)(a)(i), due to the fact that I am a licensed attorney with real estate experience.

My most recent real estate experience consists of working with the law offices of Pace and Schmidt, where I have been working on a couple HOA cases. In one of these cases I am currently preparing to foreclose on a condo in downtown Salt Lake City. I have been performing these duties since April 2011 to present.

Before Pace and Schmidt I worked at The Bankruptcy Center of Utah. While at the Bankruptcy Center of Utah I worked in the areas of bankruptcy, quiet title actions, consumer protection, and general litigation. Some of the job responsibilities were to analyze the real estate holdings of an individual, looking at the debt to equity, financing, liens, lien priority, taxes, HOA matters, mechanics liens, foreclosure laws, how the property was held, and other matters related to a client's real property holdings. I worked here from July 2010 to December 2010.

I graduated with a joint J.D./MRED (Masters of Real Estate Development) program at Arizona State University. I have taken courses on water law, natural resource law, real property, valuation of real estate and closely held businesses, real estate development, real estate finance, land use planning, construction law, marketing and segmentation for real estate development, public entitlements process, site analysis and design, appraisal of real estate, and project management. My graduate paper in law school was written on Arizona's Gift Clause, and how the State of Arizona gives subsidies to developers. I graduated from law school in December 2009, and was admitted to the Utah Bar on May 18, 2010, which is the first state bar I have been admitted into.

Additionally, in the Master's of Real Estate development program we were assigned to groups that consisted of individuals from different areas such as business, architecture, construction, and law. In these groups we came up with three different development proposals for specific sites. The development proposals were for different uses, one being a commercial development, another residential, and finally a mixed-use development. In these three development proposals we analyzed everything from the soil, environmental issues, to the zoning, construction, financing and design. After our development proposals were completed we had to convince teachers, peers, and local businessmen that our proposals were the highest and best use for the site that was chosen. The proposals were presented before large groups, who would analyze and evaluate the merit of our proposals. August 2006 to December 2009

Additionally, in the Masters of Real Estate Development program I worked as a teaching assistant. As a teaching assistant I worked personally with the staff members, helping them to prepare for class, presentations, and the administration of the program, which all related to real estate. I also helped local business people with their presentations about their different real estate related jobs. January 2009 to May 2009.

While I was in law school I also held two summer internships at the law offices of Pace and Schmidt. During these internships I researched two different cases involving real estate related matters. One dealing with the construction of a project, and the other was dealing with a real estate contract enforcement rescission case. Summers 2007/2009.

I also have been helping my father in the property management of an apartment complex he owns which will either be sold or rented out, depending on how the numbers work out. January 2010 to present.

I do real estate related analysis in my off work hours with a couple of long time friends, where we have been evaluating different real estate projects, and how to raise and invest money in a residential and/or commercial real estate project. We are currently preparing a proposal for a mixed-use development project to present to investors. March 2011 to Present.

This is a description of my real estate experience as required by R592-8.

I believe given my experience and background I qualify for the exemption from the licensing time period requirements in 31A-23a-204(1)(a)(i). With my real estate experience and education I will be able to competently run a title agency, and effectively insure my clients. I have enough experience through my education and the legal real estate issues I have encountered to equal the knowledge needed to run a title agency. Additionally, given my broad educational experience I will be better equipped to run a title agency than if my experience was solely in doing title insurance.

I thank you for your time and consideration in this matter.

Sincerely,

Reef Pace

M. GALE LEMMON #4363  
Assistant Attorney General  
MARK L. SHURTLEFF #4666  
Attorney General  
Attorneys for Utah Insurance Department  
160 East 300 South, Fifth Floor  
P.O. Box 140874  
Salt Lake City, UT 84114-0874  
Telephone (801) 366-0375

**BEFORE THE INSURANCE COMMISSIONER  
OF THE STATE OF UTAH**

**COMPLAINANT:**

UTAH STATE INSURANCE DEPARTMENT

**RESPONDENT:**

MICHAEL T. MOSS  
10855 S. Country Creek Dr.  
South Jordan, UT 84095  
License No. 84797

**DEFAULT AND  
DEFAULT ORDER**

**Docket No. 2010-089-LC**

**Enf. Case No. 2582**

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**DEFAULT**

On Tuesday, the 26<sup>th</sup> day of July, 2011 at 9:30 a.m., the date and time set for the Hearing on the Order to Show Cause in this matter, the Complainant appeared by and through its attorney, M. Gale Lemmon, Assistant Attorney General, the Respondent failed to appear either in person or through counsel. Therefore, pursuant to Utah Code Annotated Section 63G-4-209, the Default of the Respondent is hereby entered.

DATED this \_\_\_\_\_ day of JUL 27 2011, 2011.

NEAL T. GOOCH  
INSURANCE COMMISSIONER

  
MARK E. KLEINFELD, Esq.

Presiding Officer

**DEFAULT ORDER**

The Default of the Respondent having previously been entered, the presiding officer hereby adopts the allegations in the Motion for an Order to Show Cause as his Findings of Fact and Conclusions of Law, and enters the following Recommended Order:

IT IS RECOMMENDED THAT THE TITLE AND ESCROW COMMISSION IMPOSE THE FOLLOWING PENALTY:

1. The insurance license of the Respondent, Michael T. Moss, be revoked forthwith.
2. Respondent shall immediately cease doing any insurance business in the State of Utah.

DATED this \_\_\_\_\_ day of JUL 27 2011, 2011.

NEAL T. GOOCH  
INSURANCE COMMISSIONER



MARK E. KLEINFELD, Esq.  
Presiding Officer  
Utah Department of Insurance  
State Office Building, Room 3110  
Salt Lake City, Utah 84114  
Telephone (801) 538-3800

**ADOPTION OF RECOMMENDED ORDER AND IMPOSITION OF PENALTY**

By a vote of \_\_\_\_\_ to \_\_\_\_\_, taken in open meeting on this date, the Title and Escrow Commission hereby adopts the recommended order of the presiding officer and imposes the penalties recommended herein above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
DIRK DONALD KEYES, Chairman  
Title and Escrow Commission

**NOTIFICATION**

Respondent is hereby notified that failure to abide by the terms of this Order may subject him to further penalties, including additional forfeitures of up to \$5,000.00 per violation and the filing of an action to enforce this Order in the District Court which may impose penalties of up to \$10,000.00 per day for continued violation.

You are further notified that other jurisdictions in which you may be licensed may require that you report this action to them.

*ym*

M. GALE LEMMON #4363  
Assistant Attorney General  
MARK L. SHURTLEFF #4666  
Attorney General  
Attorneys for Utah Insurance Department  
160 East 300 South, Fifth Floor  
PO Box 140874  
Salt Lake City, UT 84114  
Telephone: 801-366-0375

**RECEIVED**

**JUL 05 2011**

**UTAH STATE  
INSURANCE DEPT.**

BEFORE THE INSURANCE COMMISSIONER  
OF THE STATE OF UTAH

<p><b>COMPLAINANT:</b></p> <p>UTAH INSURANCE DEPARTMENT</p> <p><b>RESPONDENT:</b></p> <p>SCOTT L. POWELL 1804 West heather Road Mapleton, UT 84664 License No. 141152</p>	<p><b>STIPULATION AND ORDER</b></p> <p>Docket No.</p> <p>Enf. Case No. 2841</p>
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**STIPULATION**

1. Respondent, Scott L. Powell is an active licensed title agent in the State of Utah, holding License No. 141152.
2. Respondent stipulates with the Complainant, Utah Insurance Department, as follows:
  - a. If a hearing were held, witnesses called by the Complainant could offer and introduce evidence that would support the Findings of Fact herein;
  - b. Respondent admits the Findings of fact and Conclusions made therefrom;
  - c. Respondent stipulates to the Summary entry of the Order herein which



shall be in lieu of other administrative proceedings by Complainant in this matter; and

d. Respondent and Complainant have negotiated the terms of the Order entered herein and Respondent agrees to its entry and further agrees to be bound by all its terms.

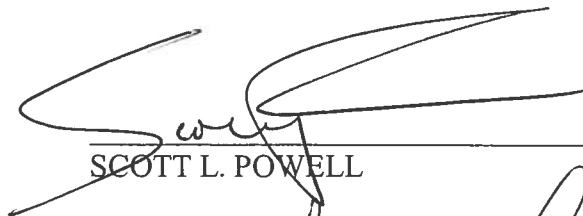
3. Respondent is aware of his right to a hearing at which he may be represented by counsel, present evidence and cross-examine witnesses. Respondent has irrevocably waived his right to such hearing and to any appeal related thereto.

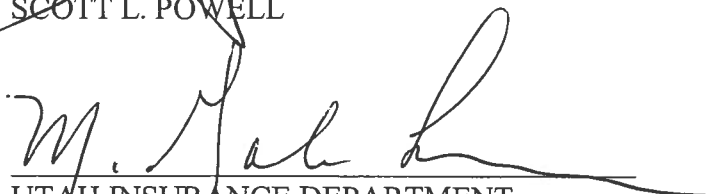
4. Respondent admits the jurisdiction of the State of Utah Insurance Commissioner as to all matters herein.

5. Respondent is acting herein free from any duress or coercion of any kind or nature, having been advised fully as to his rights set forth herein.

6. Respondent acknowledges that the issuance of this Order by the Commissioner is solely for purpose of disposition of the matter entitled herein.

DATED this 24 day of June, 2011.

  
\_\_\_\_\_  
SCOTT L. POWELL

  
\_\_\_\_\_  
UTAH INSURANCE DEPARTMENT  
M. Gale Lemmon  
Assistant Attorney General

Based upon the foregoing Stipulation and information in the file, the Presiding Office makes the following Findings of Fact:

**FINDINGS OF FACT**

1. On or about January 10, 2011, the department generated a list of all agency and individual title producers who had reinstated their licenses during the month of December, 2010. A review of SIRCON data and the list revealed that Respondent Scott L. Powell, whose license had lapsed on August 31, 2010, reinstated his license on December 2, 2010.

2. January 13, 2011, a market conduct examiner sent a letter to Respondent requesting a narrative statement regarding any title insurance business conducted during the period September 1, 2010 through December 2, 2010.

4. On or about March 21, 2011, Respondent Powell responded with a written reply stating he had conducted 34 closings during the time period September 1, 2010 through December 2, 2010.

5. The HUD-1 documents confirm Respondent's statement.

6. On April 11, 2011, Respondent Powell agreed to this stipulation and proposed order.

Based upon the foregoing Stipulation and Findings of Fact, the Presiding Officer enters the following Conclusions of Law:

**CONCLUSIONS OF LAW**

1. Utah Code Ann. § 31A-23a-103 states as follows:

**(1) (a) Unless exempted from the licensing requirement under Section 31A-23a-201 or 31A-23a-207, a person may not perform, offer to perform, or advertise any service as a producer, limited line producer, customer service representative, consultant, managing general agent, or reinsurance intermediary in Utah, without a valid individual or agency license issued under this chapter.**

(b) A valid license includes at least one license type and one line of authority pertaining to that license type.

(c) A person may not utilize the services of another as a producer, limited line producer, customer service representative, consultant, managing general agent, or reinsurance intermediary if that person knows or should know that the other does not have a license as required by law.

(2) This part may not be construed to require an insurer to obtain an insurance producer license.

(3) An insurance contract is not invalid as a result of a violation of this section.

(Emphasis added.)

2. Respondent was in violation of Section 31A-23a-103 when he conducted 34 closings between September 1, 2010, and December 2, 2010, without an active license.

Based upon the foregoing Stipulation, Findings of Fact and Conclusions of Law, the Presiding Officer herewith enters the following recommended Order:

**RECOMMENDED ORDER**

**IT IS RECOMMENDED THAT THE TITLE AND ESCROW COMMISSION IMPOSE THE FOLLOWING PENALTY:**

1. Respondent Scott L. Powell be assessed an administrative forfeiture in the amount of \$2,500.00 to be paid to the Department of Insurance in three payments. The first payment in the amount of \$833.00 is to be paid within 30 days of the imposition of the penalty by the Title & Escrow Commission; the second in the amount of \$833.00 is to be paid within 60 days of the

imposition of the penalty; and the third in the amount of \$834.00 is to be paid within 90 days of the imposition of the penalty..

DATED this 13<sup>th</sup> day of JULY, 2011.

NEAL T. GOOCH  
Insurance Commissioner



MARK E. KLEINFELD  
Administrative Law Judge  
Utah Insurance Department  
State Office Building, Room 3110  
Salt Lake City, Utah 84114  
Telephone: (801) 538-3800

**ADOPTION OF RECOMMENDED ORDER AND IMPOSITION OF PENALTY**

By a vote of \_\_\_\_\_ to \_\_\_\_\_, taken in open meeting on this date, the Title and Escrow Commission hereby adopts the recommended order of the presiding officer and imposes the penalty recommended herein above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
CORTLUND G. ASHTON, Chairman  
Title and Escrow Commission



M. GALE LEMMON #4363  
Assistant Attorney General  
MARK L. SHURTLEFF #4666  
Attorney General  
Attorneys for Utah Insurance Department  
160 East 300 South, Fifth Floor  
PO Box 140874  
Salt Lake City, UT 84114  
Telephone: 801-366-0375

**RECEIVED**

**JUL 18 2011**

**UTAH STATE  
INSURANCE DEPT.**

---

BEFORE THE INSURANCE COMMISSIONER  
OF THE STATE OF UTAH

---

**COMPLAINANT:**

UTAH INSURANCE DEPARTMENT

**RESPONDENT:**

PATRIOT TITLE INSURANCE AGENCY,  
LLC  
204 EAST 7200 SOUTH, SUITE 201  
MIDVALE, UT 84047  
License No. 102657

**STIPULATION AND ORDER**

Docket No.

Enf. Case No. 2874

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**STIPULATION**

1. Respondent, Patriot Title Insurance Agency, LLC ("Patriot") is a licensed title insurance agency in the State of Utah, holding License No. 102657.
2. Respondent stipulates with the Complainant, Utah Insurance Department, as follows:
  - a. If a hearing were held, witnesses called by the Complainant could offer and introduce evidence that would support the Findings of Fact herein;
  - b. Respondent admits the Findings of fact and Conclusions made therefrom;

- c. Respondent stipulates to the Summary entry of the Order herein which shall be in lieu of other administrative proceedings by Complainant in this matter; and
- d. Respondent and Complainant have negotiated the terms of the Order entered herein and Respondent agrees to its entry and further agrees to be bound by all its terms.

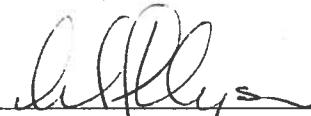
3. Respondent is aware of its right to a hearing at which it may be represented by counsel, present evidence and cross-examine witnesses. Respondent has irrevocably waived its right to such hearing and to any appeal related thereto.


4. Respondent admits the jurisdiction of the State of Utah Insurance Commissioner as to all matters herein.

5. Respondent is acting herein free from any duress or coercion of any kind or nature, having been advised fully as to its rights set forth herein.

6. Respondent acknowledges that the issuance of this Order by the Commissioner is solely for purpose of disposition of the matter entitled herein.

DATED this 20<sup>th</sup> day of July, 2011.

  
\_\_\_\_\_  
PATRIOT TITLE INSURANCE AGENCY, LLC  
David J. Hodgson, ~~Owner~~ MANAGER

  
\_\_\_\_\_  
UTAH INSURANCE DEPARTMENT  
M. Gale Lemmon  
Assistant Attorney General

Based upon the foregoing Stipulation and information in the file, the Presiding Office makes the following Findings of Fact:

**FINDINGS OF FACT**

1. On or about November 8, 2010, the Department generated a list of all agency and individual title producers who had reinstated their licenses during the month October, 2010. A review of SIRCON data and the list revealed that one of Respondent's agents, Jacob Sorensen, had allowed his license to lapse on May 31, 2010. The license was not reinstated until October 1, 2010.

2. Due to the lapse in license, Sorensen's association with Respondent terminated on May 31, 2010.

3. On November 30, 2010, a market conduct examiner sent a letter to Sorensen requesting a narrative statement regarding any title insurance business conducted on behalf of Respondent during the period June 1, 2010 through October 1, 2010.

4. On or about March 30, 2011, Sorensen responded with a written reply stating that he had conducted 20 closings on behalf of Respondent between June 1, 2010 and October 1, 2010.

5. Respondent Patriot had failed to file its annual report in 2008 which resulted in a \$3,000 forfeiture and probation from July 28, 2008 to July 27, 2009.

6. When contacted by the market conduct examiner, Respondent was cooperative and agrees to an administrative penalty of \$2,500 to be paid over three months as recommended herein. Respondent has now ensured association of all of his producers with his agency.

Based upon the foregoing Stipulation and Findings of Fact, the Presiding Officer enters the following Conclusions of Law:

**CONCLUSIONS OF LAW**

1. Utah Code Ann. § 31A-23a-103 states as follows:

(1) (a) Unless exempted from the licensing requirement under Section 31A-23a-201 or 31A-23a-207, a person may not perform, offer to perform, or advertise any service as a producer, limited line producer, customer service representative, consultant, managing general agent, or reinsurance intermediary in Utah, without a valid individual or agency license issued under this chapter.

(b) A valid license includes at least one license type and one line of authority pertaining to that license type.

(c) A person may not utilize the services of another as a producer, limited line producer, customer service representative, consultant, managing general agent, or reinsurance intermediary if that person knows or should know that the other does not have a license as required by law.

(2) This part may not be construed to require an insurer to obtain an insurance producer license.

(3) An insurance contract is not invalid as a result of a violation of this section.

2. Utah Code Ann. § 31A-23a-302 states in part:

(1) An agency shall designate an individual that has an individual producer, limited line producer, customer service representative, consultant, managing general agent, or reinsurance intermediary license to act on the agency's behalf in order for the licensee to do business for the agency in this state. . . .

(7) (a) When a license is held by an agency, both the agency itself and any individual designated under the agency license shall be considered to be the holder of the agency license for purposes of this section.

3. Respondent violated the above provisions when it allowed an unlicensed individual to conduct 20 closings on its behalf between June 1, 2010 and October 1, 2010.



4. An administrative forfeiture in the amount of \$2,500 is appropriate.

Based upon the foregoing Stipulation, Findings of Fact and Conclusions of Law, the Presiding Officer herewith enters the following recommended Order:

**RECOMMENDED ORDER**

**IT IS RECOMMENDED THAT THE TITLE AND ESCROW COMMISSION IMPOSE THE FOLLOWING PENALTY:**

1. Respondent Patriot Title Insurance Agency LLC is assessed an administrative forfeiture in the amount of \$2,500 to be paid over three months to the Department of Insurance. The first payment in the amount of \$833 shall be made within 30 days of the date of the imposition of the penalty by the Title and Escrow Commission; the second payment in the amount of \$833 shall be made within 60 days of the imposition of the penalty; and the third payment in the amount of \$834 shall be made within 90 days of the imposition of the penalty.

DATED this 20 day of July, 2011.

NEAL T. GOOCH  
Insurance Commissioner

  
MARK E. KLEINFELD

Administrative Law Judge  
Utah Insurance Department  
State Office Building, Room 3110  
Salt Lake City, Utah 84114  
Telephone: (801) 538-3800

**ADOPTION OF RECOMMENDED ORDER AND IMPOSITION OF PENALTY**

By a vote of \_\_\_\_ to \_\_\_\_, taken in open meeting on this date, the Title and Escrow Commission hereby adopts the recommended order of the presiding officer and imposes the penalty recommended herein above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

COURLUND G. ASHTON, Chairman  
Title and Escrow Commission

**NOTIFICATION**

Respondent is hereby notified that failure to abide by the terms of this Order may subject it to further penalties, including additional forfeitures of up to \$5,000.00 per violation and the suspension or revocation of your license, and the filing of an action to enforce this Order in the District Court, which may impose penalties of up to \$10,000.00 per day for continued violation.

You are further notified that other jurisdictions in which you may be licensed may require that you report this action to them.

## SPLIT CLOSING INSTRUCTIONS

This Agreement concerns the closing of a transaction between the following parties and real property:

Seller; \_\_\_\_\_  
Buyer: \_\_\_\_\_  
Lender: \_\_\_\_\_  
Property; \_\_\_\_\_

The Buyer's side of the closing will occur at \_\_\_\_\_ Title Company. The Seller's side of the closing will occur at \_\_\_\_\_ Title Company.

1. **Split Closing.** Seller and Buyer have agreed for their convenience to utilize Seller's-Side Company and Buyer's-Side Company to furnish title and/or escrow services with respect to the Transactions, rather than utilizing one company to perform all such functions. Seller and Buyer agree that they and Seller's-Side Company and Buyer'-Side Company shall act and interact as follows with respect to the closing and settlement of the Transaction.

2. **Title Companies' Duties.** Title Companies owe to each other and to Buyer, Seller, duties to follow the terms of this Agreement, to follow the lawful written instructions given to them by Buyer, Seller, and any Lender, to exercise good faith and fair dealing toward all parties to the transaction, and to cooperate to facilitate the closing and settlement. Neither of the Title Companies shall be obligated to follow or be liable under any instruction unless written.

3. **Agency.** If Seller's, Buyer's, and/or Lender's instructions relating to closing contemplate or provide that a single party will perform the functions to be performed by the Title companies under this Agreement, Seller and Buyer agree that those functions may be divided as prescribed in this Agreement. Seller and Buyer agree that each of the Title Companies shall be deemed to have fulfilled its obligation to Buyer, Seller, or Lender, as the case may be, by delegating any such obligation that it has undertaken to the other Title Company as set forth in this Agreement. Each of the Title Companies shall be responsible and liable to Buyer, Seller, and any Lender for its own compliance with this Agreement, but not for the other Title Company's compliance with this Agreement. Each of the Title Companies agree that, with respect to the written instructions received from the other, those instructions will either be followed or, if the Title Company receiving the instructions refuses to follow those instructions, it will notify Buyer, Seller, any Lender, and the other Title Company in writing that it refuses to follow that instruction and, in that event each of the parties to this Agreement shall take

no further action towards the closing of this transaction until all parties to this Agreement agree on the instructions to be followed.

4. **Title Commitments and Policies.** Either or both the Title Companies expect to provide a Commitment to issue a Policy of Title Insurance insuring ownership and/or a lender's interest in the Property. Each of the Title Companies that has agreed to do so shall promptly generate its respective Commitment and supply a copy to the other Title Company as well as the party to whom the Commitment is directed.

Seller's Side Company shall issue a Commitment for an Owner's Policy of Title Insurance to Buyer, and, upon closing, an Owner's Policy of Title Insurance to Buyer as insured. Seller agrees that it shall have no contractual or other rights under any Commitment or Policy issued by Seller's-Side Company to Buyer.

Buyer's-Side Company expects to issue a Commitment to Lender committing to issue a Lender's Policy of Title Insurance to Lender, and if the transaction closes as contemplated, a Policy of Title Insurance in favor of Lender insuring the Lender's encumbrance against the Property. Seller and Buyer agree that they shall have no contractual or other rights under any Commitment or Policy issued by Buyer's-Side Company to Lender.

Buyer and Seller agree that unless a Commitment or Policy is issued to them as a proposed insured or insured, they shall have no rights or claims against Title Companies for title related issues concerning the Property unless either or both of the Title Companies breach this Agreement or another written agreement with the parties addressing the claim in question, and then only a claim based upon such breach.

5. **Seller's-Side Company's Closing Obligations.** Seller's-Side Company shall perform the following functions with respect to the closing and settlement of the Transaction:

- a) Arranging for the execution and acknowledgement of a deed transferring title to the Property from Seller to Buyer.
- b) Preparation and securing Seller's execution of Seller's side of a Settlement Statement (HUD-1).
- c) Arrange for Seller's execution of any other documents to be executed by Seller, including the following documents:
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
- d) Receiving from Seller any funds required to be paid by Seller with respect to the Transaction.
- e) Delivery of the foregoing documents in accordance with this Agreement.

f) Provide a copy of it's Commitment to Buyer's-Side Company

6. **Buyer's-Side Company's Closing Obligations.** Buyer's-Side Company shall perform the following functions with respect to the closing and settlement of the Transaction:

- a) Arranging for the execution and, if required, acknowledgement of a Promissory Note, Trust Deed, or Mortgage, and any other required documents pertaining to any loan to Buyer concerning the Transaction.
- b) Preparation and securing Buyer's execution of Buyer's side of a Settlement Statement (HUD-1).
- c) Arranging for Buyer's execution of any other documents to be executed by Buyer, including the following documents:
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
  - 4. \_\_\_\_\_
- d) Receiving from Buyer any funds required to be paid by Buyer with respect to the Transaction.
- e) Delivery of the foregoing documents in accordance with this Agreement.
- f) Provide a copy of it's Commitment to Seller's-Side Company

7. **Conditions to Closing.** Seller's-Side Company and Buyer's-Side Company shall not record or deliver the documents and funds possessed by them relating to the Transaction until all of the following conditions have been fulfilled:

- a) Seller's-Side Company shall have in its possession all of the document described above in Paragraph 5 duly executed and, where required, acknowledged, and, in addition, shall possess in cleared and collected funds, the funds, if any, required to be paid by Seller as prescribed in Seller's Settlement Statement and shall have notified Buyer's-Side Company that this condition has been fulfilled.
- b) Buyer's-Side Company shall have in its possession all of the documents described above in Paragraph 6 duly executed and, where required, acknowledged, and, in addition, shall possess in cleared and collected funds all amounts to be paid at closing by Buyer and/or Buyer's Lender as prescribed in Buyer's Settlement Statement and shall have notified Seller's-Side Company that this condition has been fulfilled.

c) Buyer's Side Company shall have searched the applicable public records and correctly determined that no matters affecting title to the Property have appeared or been recorded since the Effective Date of the Commitment issued by Buyer's Side company and notified Seller's Side Company that this condition has been fulfilled.

**8. Implementation of Closing.** Upon fulfillment of all the conditions to closing set forth in the preceding paragraph, Title Companies shall implement the closing as follows and in the following order:

a) Seller's-Side Company shall deliver to Buyer'-Side company the deed, duly executed and acknowledged by Seller, and any other documents possessed by Seller's-Side Company intended for delivery to Buyer or Buyer's Lender.

b) Buyer's-Side Company shall record the deed, any Trust Deed of Lender, and any additional encumbrances and documents in the order required by the Transaction.

c) Buyer's-Side Company shall immediately after recordation transfer to Seller'-Side Company all funds to be paid to Seller's-Side Company.

**9. Liability and Responsibilities.** In the event any party to this Agreement suffers damage as a result of any improper recording or failure to record or clear a title exception or any tardy payment or lack of payment to be effectuated by either of the Title companies, the Title Company failing timely and properly to record, clear an exception, or make payment shall be liable at law or in equity to the other parties to this Agreement and any Lender for any damages suffered by them as a result.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Buyer's-Side Title Company

Seller's-Side Title Company

\_\_\_\_\_

\_\_\_\_\_

Seller

Buyer

\_\_\_\_\_

\_\_\_\_\_

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Title insurance producer's business.

**31A-23a-406. Title insurance producer's business.**

- (1) A title insurance producer may do escrow involving real property transactions if all of the following exist:
- (a) the title insurance producer is licensed with:
    - (i) the title line of authority; and
    - (ii) the escrow subline of authority;
  - (b) the title insurance producer is appointed by a title insurer authorized to do business in the state;
  - (c) the title insurance producer issues one or more of the following as part of the transaction:
    - (i) an owner's policy of title insurance; or
    - (ii) a lender's policy of title insurance;
  - (d) money deposited with the title insurance producer in connection with any escrow:
    - (i) is deposited:
      - (A) in a federally insured financial institution; and
      - (B) in a trust account that is separate from all other trust account money that is not related to real estate transactions;
    - (ii) is the property of the one or more persons entitled to the money under the provisions of the escrow; and
    - (iii) is segregated escrow by escrow in the records of the title insurance producer;
  - (e) earnings on money held in escrow may be paid out of the escrow account to any person in accordance with the conditions of the escrow;
    - (f) the escrow does not require the title insurance producer to hold:
      - (i) construction money; or
      - (ii) money held for exchange under Section 1031, Internal Revenue Code; and
    - (g) the title insurance producer shall maintain a physical office in Utah staffed by a person with an escrow subline of authority who processes the escrow.
- (2) Notwithstanding Subsection (1), a title insurance producer may engage in the escrow business if:
- (a) the escrow involves:
    - (i) a mobile home;
    - (ii) a grazing right;
    - (iii) a water right; or
    - (iv) other personal property authorized by the commissioner; and
  - (b) the title insurance producer complies with this section except for Subsection (1)(c).
- (3) Money held in escrow:
- (a) is not subject to any debts of the title insurance producer;
  - (b) may only be used to fulfill the terms of the individual escrow under which the money is accepted; and
  - (c) may not be used until the conditions of the escrow are met.
- (4) Assets or property other than escrow money received by a title insurance producer in accordance with an escrow shall be maintained in a manner that will:
- (a) reasonably preserve and protect the asset or property from loss, theft, or damages; and
  - (b) otherwise comply with the general duties and responsibilities of a fiduciary or bailee.
- (5) (a) A check from the trust account described in Subsection (1)(d) may not be drawn,