



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.


If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

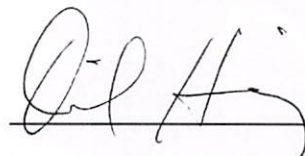
Countersigned by:


Authorized Countersignature

Professional Title Services
65 N Center Street
PO Box 615
Castle Dale, UT 84513
(435) 381-2411




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions; and
 - g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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AMERICAN
LAND TITLE
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Professional Title Services
Issuing Office: 65 N Center Street, PO Box 615, Castle Dale, UT 84513
Issuing Office's ALTA® Registry ID: None
Loan ID Number:
Commitment Number: 24425
Issuing Office File Number: 24425
Property Address: Not Assigned, Huntington, UT 84528
Revision Number:

1. **Commitment Date:** March 26, 2024 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy

Premium:

Proposed Insured:

(b) 2021 ALTA® Loan Policy

Premium:

Proposed Insured:

TAX SALE REPORT:

THIS REPORT IS ISSUED FOR THE BENEFIT OF THE EMERY COUNTY CLERK/AUDITOR AND TREASURER/RECORDER FOR INFORMATIONAL PURPOSES ONLY. THIS IS NOT TO BE CONSTRUED AS A GUARANTEE OF TITLE. NO SUCH COVERAGE IS OFFERED OR AVAILABLE AT THIS TIME.

3. **The estate or interest in the Land at the Commitment Date is:**

Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

Constance Q Liston

5. **The Land is described as follows:**

BEGINNING at a point 92.25 feet South and 100 feet East from the Northwest corner of Lot 2, Block 13, HUNTINGTON TOWNSITE SURVEY, and running thence East 52.25 feet; thence South 180 feet; thence West 52.25 feet; thence North 180 feet, more or less, to the point of beginning.

(Tax I.D. # 01-0187-0025)

Situate in Emery County, State of Utah.

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UT ALTA Commitment for Title Insurance Schedule A (07-01-2021) wEnds TC

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

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UT ALTA Commitment for Title Insurance Schedule A (07-01-2021) wEnds TC

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 24425

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

FEDERAL TAXES LIEN AND JUDGMENT HAVE BEEN CHECKED AND NONE FOUND, IN THE NAMES OF Constance Q Liston except as shown on schedule B-Section 2.

NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

NOTICE TO APPLICANT: The land described in this Commitment may be serviced by services provided by Cities, Towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges are in evidenced in the Public Records. The applicant should directly contract all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the land.

THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY PARAGRAPH 3 OF THE CONDITIONS.

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ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 24425

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. 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.
3. 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.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. 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.
6. (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. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. Any lien or right to a lien for services, labor, or material or equipment, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power telephone, sewer, gas or water lines, and right of way and easements thereof.
10. Tax Sale for the year 2019 in the amount of \$9.41 plus penalties and interest, as to Serial No. 01-0187-0025.
11. Tax Sale for the year 2020 in the amount of \$9.27 plus penalties and interest, as to Serial No. 01-0187-0025.

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UT ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

12. Tax Sale for the year 2021 in the amount of \$11.27 plus penalties and interest, as to Serial No. 01-0187-0025.
13. Tax Sale for the year 2022 in the amount of \$11.38 plus penalties and interest, as to Serial No. 01-0187-0025.
14. Tax Sale for the year 2023 in the amount of \$22.47 plus penalties and interest, as to Serial No. 01-0187-0025.
15. Taxes for the year 2024 and subsequent years, not yet due and payable, as to Serial Number 01-0187-0025.
16. Terms and conditions of that certain Telephone Line Right-of-Way Easement recorded March 20, 2000, as Entry No. 355172, in Book 262, at Page 649, of Official Records.
17. Terms and conditions of that certain Right of Way and Easement recorded July 7, 2016, as Entry No. 412693, of Official Records.
18. Delinquent Income Tax in the amount of \$448.85 plus penalties and interest, against Larry B. Liston and Koni H. Liston and in favor of Utah State Tax Commission as Case Number 196700013.
19. Said property lies within the boundaries of the Castle Dale City, Emery Water Conservancy District, and Castle Valley Special Service District and is subject to any assessments and service charges levied thereunder.
20. Any claim by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.

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UT ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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STEWART INFORMATION SERVICES CORPORATION
Updated August 29, 2023
GRAMM LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our" "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depend on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customer or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as an on going transaction or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

**STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS**

Stewart Information Services Corporation and its affiliates and majority owned subsidiary companies (collectively, "Stewart", "our" "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

- A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.
- F. Geolocation data.** Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
 - Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
 - Directly and indirectly from activity on Stewart's website or other applications.
 - From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information.

- | | |
|-------------|--|
| Category A: | Identifiers |
| Category B: | California Customer Records personal information categories |
| Category C: | Protected classification characteristics under California or federal law |
| Category D: | Commercial Information |
| Category E: | Internet or other similar network activity |
| Category F: | Non-public education information |

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate personal information maintained about you.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

1. Emailing us at OptOut@stewart.com or
2. <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Professional Title Services DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Professional Title Services, and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Professional Title Services, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Professional Title Services notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Professional Title Services protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Professional Title Services collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Professional Title Services, 65 N Center Street, PO Box 615, Castle Dale, UT 84513

EMERY COUNTY CORPORATION
Tax Roll Master Record

March 29, 2024

11:18:10AM

Parcel: 01-0187-0025	Entry: 412694
Name: LISTON, CONSTANCE Q	
c/o Name:	
Address 1: PO BOX 1122	Property Address
Address 2:	
City State Zip: CASTLE DALE UT 84513-1122	Acres: 0.22
Mortgage Co	
Status: Active	Year: 2024 District: 007 HUNTINGTON 0.016475

Owners	Interest	Entry	Date of Filing	Comment
LISTON, CONSTANCE Q		412694	07/07/2016	

Property Information	2024 Values & Taxes				2023 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LP01 LATE PENALTY	0.00	0	0	0.00	0	0	10.00
LV01 VACANT LAND	0.22	1,364	1,364	22.47	1,364	1,364	22.47
Totals:	0.22	1,364	1,364	22.47	1,364	1,364	32.47

<p>**** ATTENTION !! **** Tax Rates for 2024 have NOT BEEN SET OR APPROVED! Any levied taxes or values shown on this printout for the year 2024 are SUBJECT TO CHANGE!! (Using Proposed Tax Rate)</p>	<p>2024 Taxes: 22.47 Special Fees: 0.00 Penalty: 0.00 Abatements: (0.00) Payments: (0.00) Amount Due: 22.47</p>	<p>2023 Taxes: 22.47 Review Date: 02/04/2020 BACK TAXES OWING!</p>
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Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2023	22.47	400.00	10.00	0.79	10.00%	0.00	433.26
2022	11.38	0.00	10.00	2.66	10.00%	0.00	24.04
2021	11.27	0.00	10.00	3.34	7.00%	0.00	24.61
2020	9.27	0.00	10.00	4.38	7.00%	0.00	23.65
2019	9.41	0.00	10.00	6.38	7.75%	0.00	25.79
2018	0.00	0.00	0.00	0.00	8.45%	20.89	0.00
2016	0.00	0.00	0.00	0.00	7.00%	20.44	0.00
Totals:	63.80	400.00	50.00	17.55		41.33	531.35

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

BEG AT PT 92.25 FT S & 100 FT E, NW COR, LOT 2, BLOCK 13, HUNTINGTON TOWNSITE SURVEY; E 52.25 FT; S 180 FT; W 52.25 FT; N 180 FT. M/L. TO BEG. 0.22 ACRES.

History

SEG FROM 1-187-18(2016) / 430063

THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND, AND THE COMPANY ASSUMES NO LIABILITY FOR CARIATIONS WITH AN ACTUAL SURVEY

NW/4 NW/4 SECTION 30, T 17 S, R 09 E S.L.B. & M.

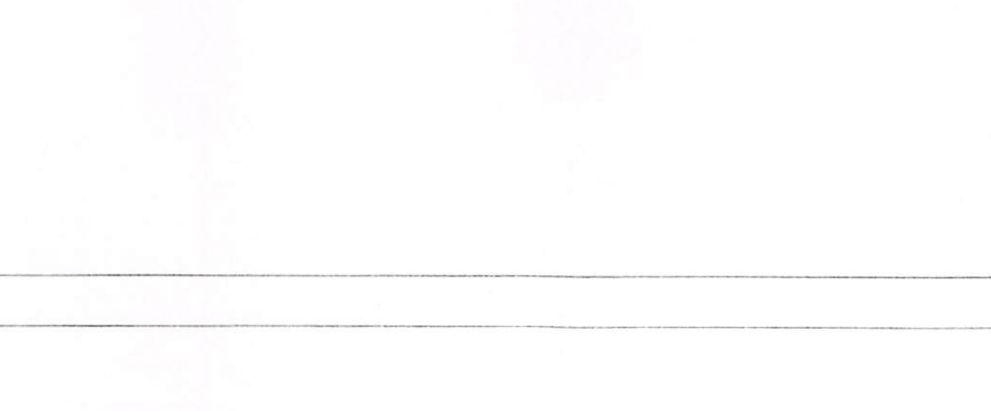
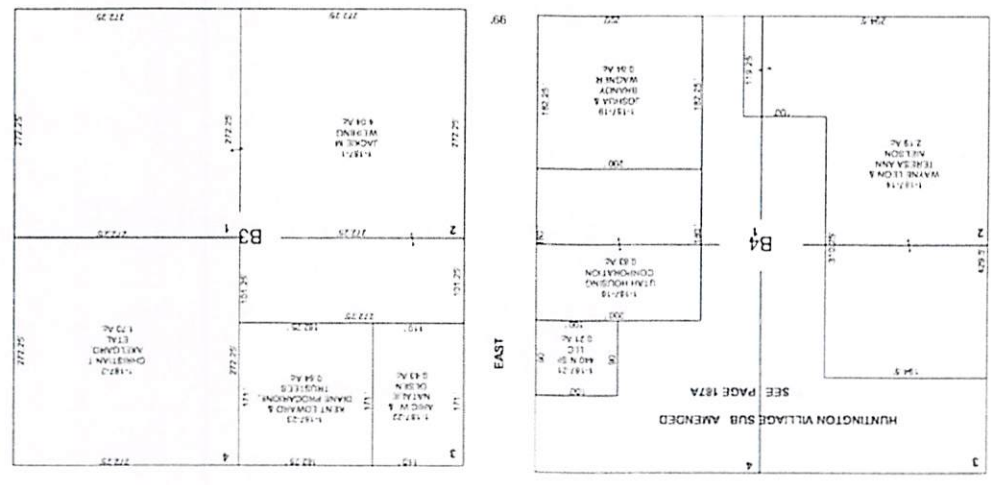
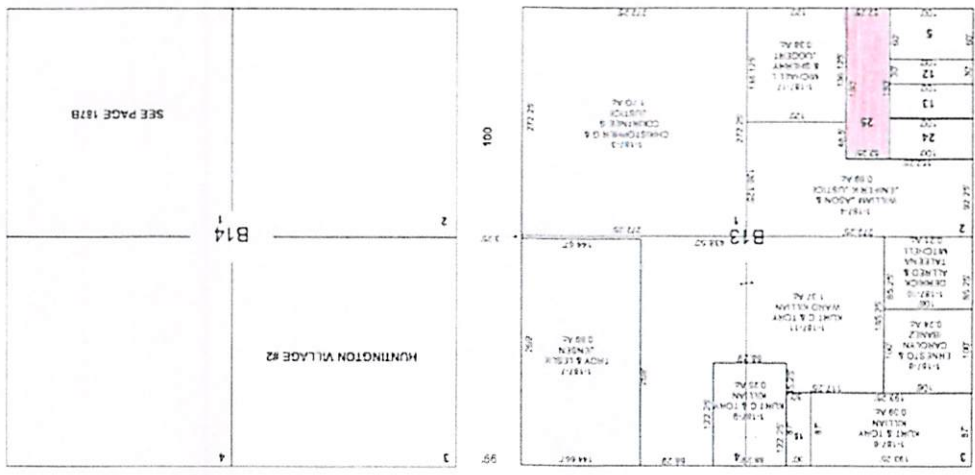
HUNTINGTON

BOOK 1 PAGE 187

SCALE 1" = 100'

OCTOBER 29, 2020

"THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND AND THE COMPANY ASSUMES NO LIABILITY FOR CARIATIONS WITH AN ACTUAL SURVEY"



TELEPHONE LINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Grantor(s)

Esther Justice for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) unto EMERY TELEPHONE (a cooperative corporation, hereinafter called the 'Cooperative') Grantee, whose principal place of business and post office address is Orangeville, Utah, and to its successors or assigns, the right to enter upon the land of the undersigned, situated in the County of Emery, State of Utah, and more particularly described as follows: Township 17 Range 2 East Section 30 of the Salt Lake Meridian, and further described as follows:

- 1. Beg at a point 180ft N; 100ft E; SW corner lot 2 Block 13 Huntington Townsite Survey; N 90.25ft; W 8ft; S 92.25ft; E 8ft; to beg.
- 2. Beg at a point 152.25ft E; SW corner lot 2 Block 13 Huntington Townsite Survey; N 173.125ft; W 52.25ft; S 8ft; E 44.45ft; S 165.125ft; E 8ft; to beg.

To construct, reconstruct, operate and maintain on or under the above described lands, and/or in, upon or under all streets, roads or highways abutting said lands, a telephone line or system; and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree(s) that all poles, wire and other facilities, including all telephone equipment, installed on the above, described premises at the Cooperatives expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant(s) to be the owner(s) of the above described land.

Esther Justice

STATE OF UTAH) SS:
COUNTY OF EMERY)

Personally appeared before me this 15 day of Feb, 2000

Walter D. Stammer

My Commission expires:

Florence Residence: *SC*

My Commission Expires
February 02, 2005

(Notary Public) *551728 262 P 649*
Date 20-MAR-2000 11:29am
Fee: 10.00 Check
DIXIE SWASEY, Recorder
Filed By DKS
For EMERY TELCOM
EMERY COUNTY CORPORATION

Right of Way and Easement

William Jason Justice GRANTOR,
of Emery County, State of Utah, Here by Convey together with and subject to a 20 foot right of way and easement for ingress and egress;

William Jason Justice, Larry B Liston and Constance Q Liston husband and wife as joint tenants and the George Orson Justice and Karren P. Justice Family Trust dated August 22, 2008, GRANTEE

For the Sum of \$10.00 dollars and other adequate consideration, the receipt of which is hereby acknowledged, A LIMITED ACCESS for road right of way being stated in the County of Emery, State of Utah and more particularly described as follow, to-wit:

Tax ID# 01-0187-0004
Beginning at a point 92.25 feet South and 100 feet East from the Northwest Corner of Lot 2, Block 13, HUNTINGTON TOWNSITE SURVEY; thence East 52.25 feet; thence South 180 feet; thence West 52.25 feet; thence North 180 feet more or less to the point of beginning.

To have and to hold the same unto the said grantee, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from the land to said right of way.
Grantors shall not build or construct, or permit to neither build nor change the contour hereof with out the written consent of the Grantee. This right of way and easement shall be binding upon and insure to the benefit of the successors and assigns of Grantors and the successors and assigns of the grantee, and may be assigned in whole or in part by grantee.

Witness the hands of the Grantors this day 7 of July 2016



William Jason Justice

State of Utah)
): SS
County of Emery)

On this 7 day of July 2016, before me, T. Daine Behling a notary public, personally appeared **William Jason Justice** personally known to me to be the persons whose names are subscribed to on this instrument, and acknowledge that they executed the same.



Notary Public

Commission Expiration



When Recorded Mail To:
Larry B Liston
PO box _____
Huntington, UT 84528

Ent 412694 Page 1 of 1
Date: 07-JUL-2016 10:25:00AM
Fee: \$10.00 Charge
Filed By: RL
CONNIE JENSEN, Recorder
EMERY COUNTY CORPORATION
For: PROFESSIONAL TITLE SERVICES

WARRANTY DEED

William Jason Justice

GRANTOR(S) for and in consideration of the sum of Ten and no /100 Dollars (\$10.00), and other good and valuable consideration in hand paid by

Larry B Liston and Constance Q Liston husband and wife as joint tenants

GRANTEE(S), County of Emery, State of Utah
Hereby CONVEYS AND WARRANTS unto said GRANTEE(S), the following lands lying in Emery County, State of Utah to-wit:

Tax ID# 01-0187-0004
Beginning at a point 92.25 feet South and 100 feet East from the Northwest Corner of Lot 2, Block 13, HUNTINGTON TOWNSITE SURVEY; thence East 52.25 feet; thence South 180 feet; thence West 52.25 feet; thence North 180 feet more or less to the point of beginning.

TOGETHER WITH all rights, privileges and appurtenances belonging or in anywise appertaining thereto, being subject, however, to easements, rights of way, restrictions, etc., of record.

WITNESS our hands on this 7 day of July, 2016

William Jason Justice
William Jason Justice

State of Utah)
): SS
County of Emery)

On this 7 day of July, 2016, before me, T. Daine Behling a notary public, personally appeared **William Jason Justice** personally known to me to be the persons whose names are subscribed to on this instrument, and acknowledge that they executed the same.

T. Daine Behling
Notary Public

Commission Expiration



7TH DISTRICT COURT CASTLE DALE
EMERY COUNTY, STATE OF UTAH

UTAH STATE TAX COMMISSION vs. KONI H LISTON et al.

CASE NUMBER 196700013 Tax Lien

CURRENT ASSIGNED JUDGE

DOUGLAS B THOMAS

PARTIES

Plaintiff - UTAH STATE TAX COMMISSION

Defendant - LARRY B LISTON

Defendant - KONI H LISTON

ACCOUNT SUMMARY

CASE NOTE

PROCEEDINGS

01-21-2019 Paperless Tax Lien
Reference Number 924537856
Judgment Entered - Amount \$448.85

01-21-2019 Judge DOUGLAS B THOMAS assigned.

01-21-2019 Note: Utah State Tax Commission made assessment on 10/12/2018

01-21-2019 Judgment # 1 Entered 448.85 taxlien
INCOME TAX 1/2017 to 12/2017
Creditor : UTAH STATE TAX COMMISSION
Debtor : LARRY B LISTON
Debtor : KONI H LISTON
448.85 Tax Lien
448.85 Judgment Grand Total

01-21-2019 Case disposition is Judgment
Disposition Judge is DOUGLAS B THOMAS

04-24-2023 Note: PLA Address changed from 210 North 1950 West
Salt Lake City UT 84134

04-24-2023 Note: PLA Address changed to 210 NORTH 1950 WEST SALT LAKE
CITY UT 84134

04-24-2023 Note: PLA Email Address changed from

04-24-2023 Note: PLA Email Address changed to taxlegaldocs@utah.gov

2024 TAX SALE MAILING LIST
SERIAL NUMBER 01-0187-0025
RE: LISTON, CONSTANCE Q

1. Constance Q Liston
PO Box 1122
Castle Dale, UT 84513

2. Utah State Tax Commission
210 North 1950 West
Salt Lake City, UT 84134