

# BLM PRELIMINARY TITLE OPINION SAMPLE PACKAGE

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**SCHEDULE B - Section 1**

The following are the requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:
  - a. Warranty Deed from vestee to proposed owner.
  - b. Subject to or release of item 22, Schedule B - Section 2, herein.
  - c. Rollback taxes, if any, as evidenced by item 15, Schedule B - Section 2, herein
2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
3. Pay all taxes, charges, assessments. levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.

(NOTE: The following names have been checked for judgments; none were found except as shown in Schedule B - Section 2: The David G. And Kathy L. Felter Property Trust, dated February 19, 2008.)

**Schedule B - Section 2**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company, (or unless the policy to be issued is an ALTA Homeowner's Policy (10/22/03) in which case only item 8 is relevant and items 1-7 are expressly deemed inapplicable to the covered risks of said ALTA Homeowner's policy.)

1. 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 which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. 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 that is not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or 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.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: EXCEPTIONS 1 THROUGH 8 WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED HEREUNDER.

9. All rights, titles or interests in minerals of any kind, oil, gas, coal or other hydrocarbons and the consequences of the right to mine or remove such substances including, but not limited to express or implied easements and rights to enter upon and use the surface of the land for exploration, drilling or extractions related purposes.
10. Rights of way and easements for roads, ditches, transmission and utility lines, etc., now existing on, over, under or across said premises.
11. Rights-of-way and easements for ditches and canals, reserved by the United States of America, as recited in Patent.

12. Taxes for the year 2013 are liens but are not yet due or payable, Serial No. 09-029-0001 . (Taxes for the year 2012 are paid in the amount of \$86.15.)
13. This property is within the boundaries of the Central Utah Water Conservancy District, Uintah Water Conservancy District and Uintah County Mosquito Abatement District and is subject to all charges and assessments levied thereby. (Levied with general property taxes.)
14. The terms and conditions of that certain Farmland Assessment Act Application (Greenbelt Amendment), recorded October 30, 2006 as Entry No. 2006010771 in Book 1000 at page 243, records of Uintah County, Utah.
15. Memorandum of Easement, Right-of-way and Surface Use Agreement created for Newfield Production Company for construction, using and maintaining access roads, locations for surface equipment and subsurface gathering lines for wells, recorded March 30, 2009 as Entry No. 2009003322 in Book 1136 at page 454, records of Uintah County, Utah.
16. Class D Road map covering section recorded April 22, 1992, as Entry No. 92002016 in Book 527 at page 211, records of Uintah County, Utah.
17. Class B and D road map covering section recorded July 16, 1996, as Entry No. 96004101 in Book 622 at page 71, records of Uintah County, Utah.
18. Class D Road Map covering Section, recorded February 24, 1998, as Entry No. 98001100 in Book 663 at page 10, records of Uintah County, Utah.
19. Subject to a Class D road running through property. See plat for location.
20. Access is from a Class D road and access may be limited due to county not maintaining road.
21. Trust Deed dated June 27, 1995 executed by **BAR F PARTNERSHIP** as Trustor to **STEPHEN C. WARD, ASSISTANT UTAH ATTORNEY GENERAL** as Trustee and **UTAH DEPARTMENT OF AGRICULTURE/UTAH SOIL CONSERVATION COMMISSION** as Beneficiary, to secure the payment of **\$15,600.00** and interest, recorded July 12, 1995 as Entry No. 95003915 in Book 599 at page 337, records of Uintah County, Utah.

THE POLICY TO BE ISSUED CONTAINS AN ARBITRATION CLAUSE. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION. UPON REQUEST, THE COMPANY WILL PROVIDE A COPY OF THIS CLAUSE AND THE ACCOMPANYING ARBITRATION RULES PRIOR TO THE CLOSING OF THE TRANSACTION. 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. Owner's Policy of title insurance committed for this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B - Section 2, the following Items:

(1)The Deed of Trust, if any, required under Schedule B - Section 1, Item (b). (2)Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof. (3)Any and all unpaid taxes, assessments and unredeemed tax sales.





**Basin Land Title & Abstract, Inc.**

**335 West 50 North (E-7)-Vernal, Utah 84078**

**(ph) 435-789-4724 (F) 435-789-7516**

April 1, 2011

RE: Mineral Rights Parcel # 09-029-0001  
David G. And Kathy L. Felter Property Trust

The USA reserved the mineral rights to this property in the patent issued to Louis Shanks in 1929. None of the surface deeds since that time record a reservation nor granting of mineral rights.

There are a number of other mineral deeds and assignments to this section that have been recorded, none however, are in any of the vested names for the description served but covering some of the description.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

CERTIFICATE OF INSPECTION AND POSSESSION  
(FOR ONE INSPECTOR)

Serial Number:  
UTU-88491

Reference:  
Pariette Wetlands  
Acquisition

Parcel No(s):  
Uintah County, Utah, Assessor  
Parcel No. 09-029-0001

This relates to an acquisition of the following described land, or an interest therein, by the United States of America.

A. Property and project information:

1. The acquiring federal agency is: The Bureau of Land Management

2. The name and address of the owner(s) of the property is:  
David G. Felter and Kathy L. Felter  
Trustees of the David G. and Kathy L. Felter Property Trust  
P.O. Box 112  
Myton, Utah 84052

3. The property is identified and/or described as follows:  
See CIP Attachment 1  
(includes parcel description, water rights, and encumbrances of record)

4. The estate(s) to be acquired is/are (check applicable boxes):  
 Surface and Minerals  
 Mineral Estate Only  
 SITLA-held Water Rights

5. The condemnation proceeding name and civil action number are: N/A

B. Certification: I hereby certify that on April 19 and 25, 2013 and May 29, 2013, I made a personal examination and inspection of that certain tract or parcel of land identified above, and that I am fully informed as to the boundaries, lines and corners of said tract. I also spoke with the above-named owner(s) and with any other occupants (identified below) of said land. On the basis of my inspection and inquiry, I hereby certify that the following statements are accurate, or, if one or more statements is not accurate I have marked it/them and I have indicated on this sheet or on an attachment my findings which vary from the statement:

Cindy K. Bowen  
Signature

8-5-13  
Date

Cindy K. Bowen  
Print Name

170 S. 500E.  
Address

Vernal, Utah 89078

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(Continued on page 2)

1. No work or labor has been performed or any materials furnished in connection with the making of any repairs or improvements on said land within the past 6 months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished,
2. There are no persons or entities (corporations, partnerships, etc.) which have, or which may have, any rights of possession or other interest in said premises adverse to the rights of the above-named owner(s) or the United States of America.
3. There is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises.
4. There are no vested or accrued water rights for mining, agricultural, manufacturing, or other purpose; nor any ditches or canals constructed by or being used thereon under authority of the United States, nor any exploration or operations whatever for the development of coal, oil, gas or other minerals on said lands; and there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.
5. There are no outstanding rights whatsoever in any person or entity (corporation, partnership, etc.) to the possession of said premises, nor any outstanding right, title, interest, lien, or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records, as revealed by the government's title evidence.
6. Said premises are now wholly unoccupied and vacant except for the occupancy of the following, from whom disclaimer(s) of all right, title and interest in and to said premises, executed on \_\_\_\_\_ has (have) been obtained:

**List all unauthorized improvements and/or uses occurring on the parcel and depict location on parcel map (N/A if site inspection revealed none):**

**All on site 4: Farming Area (See Attached Map and Photos)**

Irrigation Pump and Pump House

Irrigation Wheel lines/movers

Wooden Shed with Miscellaneous wire, tools, salt blocks, cement bags etc

Above ground fuel storage tank, yellow propane tank for pump house

Numerous 55 gallon barrels

Granary with miscellaneous farm tools, 2 gallon weed sprayer

Buried irrigation water pipeline/risers

Wooden corrals, stock panels, squeeze shuts, gates

Numerous pieces of Farm equipment

Goose neck horse trailer

Car batteries

Camper Shell

**Legal Description:**

T. 9 S., R. 19 E., SLM

Sec. 8, E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ .

**Acreage:** 160.00

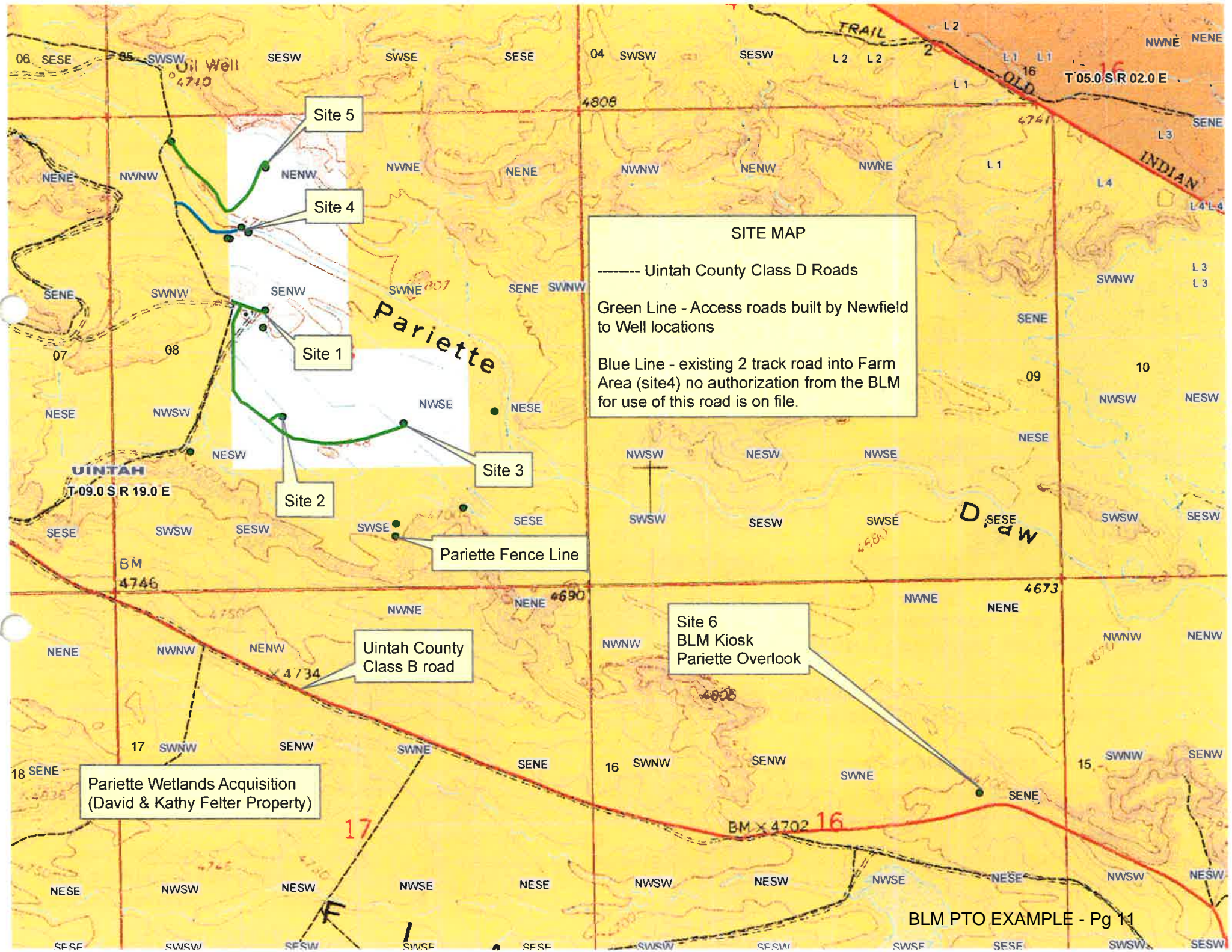
**Water Right(s) to be acquired:** 47-1513 and 47-1490

**Encumbrances of Record:**

<b>Encumbrance Type</b>	<b>Holder</b>	<b>Exp. Date</b>
Surface Use Agreement	Newfield Production	n/a
Roads	Uintah County	n/a







**SITE MAP**

----- Uintah County Class D Roads

Green Line - Access roads built by Newfield to Well locations

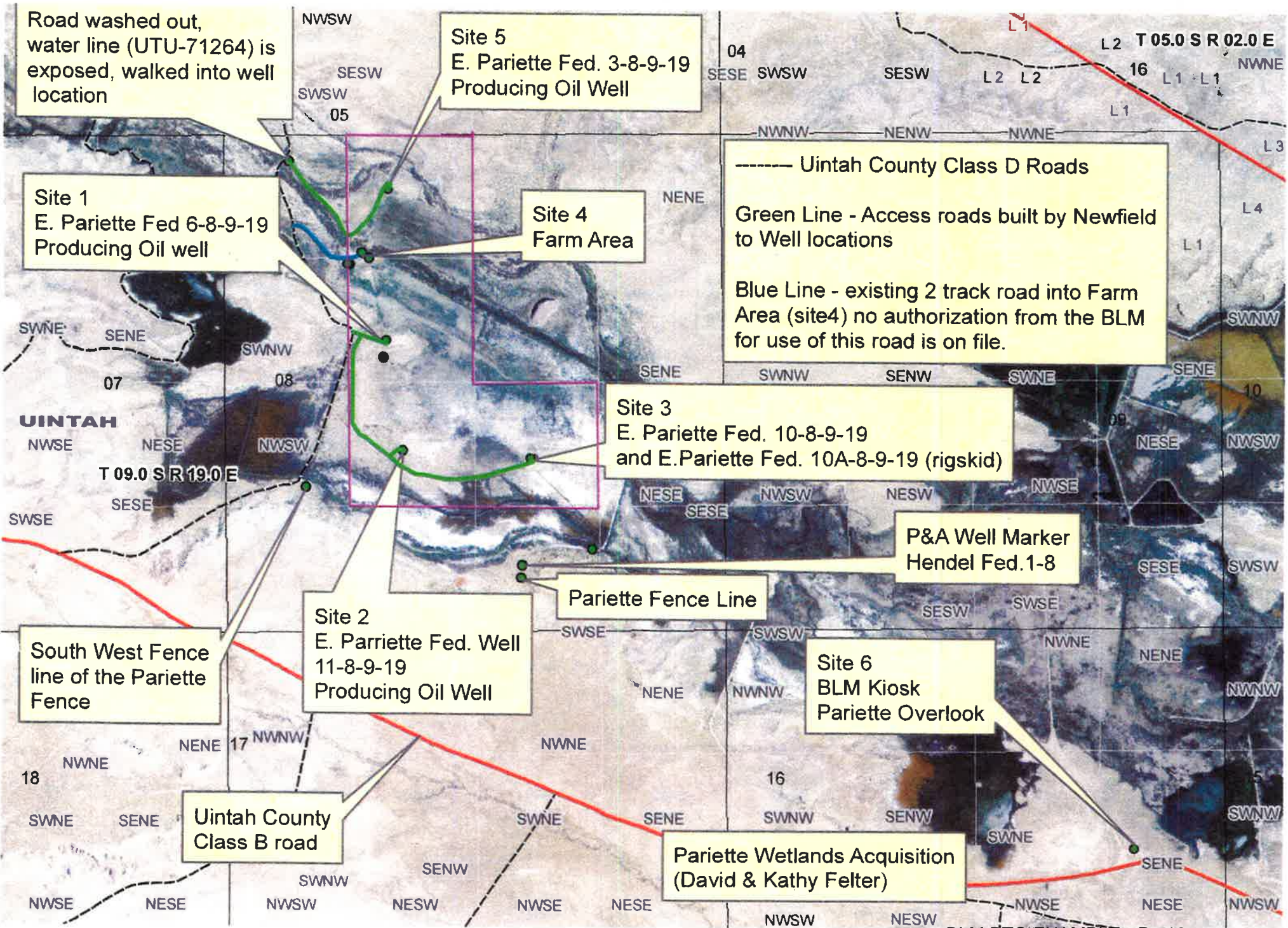
Blue Line - existing 2 track road into Farm Area (site4) no authorization from the BLM for use of this road is on file.

Pariette Wetlands Acquisition  
(David & Kathy Felter Property)

Uintah County  
Class B road

Site 6  
BLM Kiosk  
Pariette Overlook





Road washed out, water line (UTU-71264) is exposed, walked into well location

Site 5  
E. Pariette Fed. 3-8-9-19  
Producing Oil Well

Site 1  
E. Pariette Fed 6-8-9-19  
Producing Oil well

Site 4  
Farm Area

----- Uintah County Class D Roads  
  
Green Line - Access roads built by Newfield to Well locations  
  
Blue Line - existing 2 track road into Farm Area (site4) no authorization from the BLM for use of this road is on file.

Site 3  
E. Pariette Fed. 10-8-9-19  
and E. Pariette Fed. 10A-8-9-19 (rigskid)

P&A Well Marker  
Hendel Fed. 1-8

Pariette Fence Line

South West Fence  
line of the Pariette  
Fence

Site 2  
E. Pariette Fed. Well  
11-8-9-19  
Producing Oil Well

Site 6  
BLM Kiosk  
Pariette Overlook

Uintah County  
Class B road

Pariette Wetlands Acquisition  
(David & Kathy Felter)





Site 4 – Photograph 21 – Another view of the spilled oil on the ground. The 55 gallon barrel (tallest) is full of what appears to be motor oil. 2<sup>nd</sup>, smaller barrel to the right, product inside is unknown.





Site 4 – Photograph 19 – Above ground fuel tank appears to be empty, 55 gallon oil barrel, oil spilled on the ground and side of metal granary. Corrals in background.

**Administrative Determination  
Land & Water Conservation Fund Acquisition, UTU-88491  
Pariette Wetlands Area of Critical Environmental Concern – Felter Parcel**

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The United States plans to purchase a 160-acre parcel from David G. and Kathy L. Felter, Trustees of the David G. and Lathy L. Felter Property Trust, dated February 19, 2008. The parcel is located within the Pariette Wetlands Area of Critical Environmental Concern, in Uintah County. The property will be purchased with Land and Water Conservation Emergency/Inholdings Funds, pursuant to Section 205 of the Federal Land Policy and Management Act of 1976, as amended (43 U.S.C. 1715). The interests to be acquired include the surface estate; all minerals except for oil, gas, and oil shale that was reserved by the United States; and two water rights (47-1513 and 47-1490). The exceptions to title and encumbrances of record as disclosed in the Title Commitment No. 15210 issued by Basin Land Title and Abstract, Inc. on July 29, 2013 are noted below. No other encumbrances or improvements were identified during inspections of the parcel.

**Parcel Description:**

T. 9 S., R. 19 E., Salt Lake Meridian, Utah  
Sec. 8, E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ .

Containing 160 acres.

**Schedule B Exceptions to Title:**

**Items 1 through 7:** These are all standard title exceptions pertaining to items not of record including taxes, claims, easements, conflicts in boundary lines, unpatented mining claims, water rights, and liens. The property was inspected by BLM personnel on May 29, 2013. There were no apparent boundary conflicts identified during the inspection and BLM Cadastral Survey will perform a Land Description Review to further ensure that there are no boundary conflicts. Additionally, there was no evidence of any third-party encumbrances, easements or liens located on the parcel other than those that are of record. The inspection did reveal several improvements owned by the landowner; all of which will be removed as a condition of the purchase.

**Item 8:** Refers to anything that may be made a matter of the public record affecting the property subsequent to issuance of the title commitment. The title company will be instructed to alert BLM if any new items will be included in the title policy when issued, and this item will be eliminated in the title policy. If any new items do appear, solicitor approval will be obtained prior to closing on the transaction.

**Item 9:** Refers to all minerals and the right to explore for, drill, and extract the minerals. The oil, gas and shale resources were reserved by the U.S. in patent 1025333 dated March 26, 1929. By letter dated April 1, 2011, the title company confirmed that there are no subsequent deeds in which the mineral rights have been granted or reserved,

therefore, the all unreserved mineral rights would be conveyed to the U.S. with the surface estate.

**Items 10:** Refers to any rights of way or easements on the property. The property inspection did not reveal any improvements that are not of record, except for those improvements that are owned by the seller and will be removed (discussed below).

**Item 11:** Refers to reservations of the United States. All reserved interest will merge with title once the property is acquired.

**Item 12:** Refers to taxes not yet due or payable. All taxes for the period preceding transfer of the property to the U.S. will be prorated and paid by the seller at closing, and this item will be eliminated from the title policy.

**Item 13:** Refers to charges and assessments that may be made in connection with the several service districts. As noted, these assessments are levied with general property taxes, of which the U.S. is exempt, so this item would not be applicable to the U.S.

**Item 14:** Refers to an application under the Farmland Assessment Act. The seller would be required to satisfy the terms of this contract prior to transfer to the U.S. and this item would be eliminated from the title policy.

**Item 15:** Refers to a surface use agreement between Newfield Production and Felter for improvements, including well pads, roads and pipelines, associated with the underlying federal oil and gas lease. Such improvements would be managed under the federal lease terms once the lands are acquired by the U.S., and are administratively acceptable.

**Items 16-20:** All refer to county Class B and D roads. Items 16-18 refer to county-wide maps depicting county maintained roads; Item 19 refers to a Class D road crossing the property, which is depicted on the assessor plat; and Item 20 refers to limited access due to lack of county maintenance of the road. All of these items are administratively acceptable.

**Item 22:** Refers to a trust deed between the Utah Department of Agriculture and Bar F Partnership, a Family Partnership, of which David Felter is a partner and heir. The trust deed would be paid off and eliminated from the title policy.

**Encumbrances not of Record:**

The site inspection revealed numerous surface improvements, most of which are the landowners, and some in connection with the underlying federal oil and gas lease. The offer accepted by the landowners specifies the improvements and other material that must be removed prior to acquisition by the U.S. A subsequent inspection will be conducted to certify that this has been done to the satisfaction of the BLM.

I hereby certify that title exception Nos. 1-7, 9-11, 13, and 15-20 are administratively acceptable to the BLM and that they will not interfere with the BLM's ability to manage the property for the purposes for which it is being acquired by the United States. Waiver of these items will be requested in the final title opinion request. Items 8, 12, 14, and 21 will be eliminated from the title policy.

*Antony*  
  
\_\_\_\_\_  
Vernal Field Office Manager

**SEP 12 2013**  
\_\_\_\_\_  
Date



**WHEN RECORDED, PLEASE MAIL TO:**  
Bureau of Land Management  
Utah State Office  
440 West 200 South, Suite 500  
Salt Lake City, UT 84101-1345  
Attn: Joy Wehking

BLM Reference: UTU-88491

Escrow No.: 15210

**WARRANTY DEED**

For and in consideration of the sum of \$400,000, receipt of which is hereby acknowledged,

**DAVID G. FELTER AND KATHY L. FEITER, TRUSTEES OF THE DAVID G. AND KATHY L FELTER PROPERTY TRUST, dated February 19, 2008**

do hereby convey and warrant to the **UNITED STATES OF AMERICA**, and its assigns, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (43 U.S.C. 1715), all the real property situated in the County of Uintah, State of Utah, described as follows:

Township 9 South, Range 19 East, Salt Lake Meridian  
Section 8: The Northwest quarter of the Southeast quarter; the Northeast quarter of the Southwest quarter; the East half of the Northwest quarter.

Containing 160 acres, more or less.

**SUBJECT TO** easements, restrictions, reservations and rights of way currently appearing of record and those enforceable in law and equity.

**TO HAVE AND TO HOLD** the above granted and described premises, together with all tenements, hereditaments, and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues, or profits thereof, unto the **UNITED STATES OF AMERICA** and its assigns.

The acquiring agency is the **UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT.**

**IN WITNESS WHEREOF**, Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

The David G. and Kathy L. Felter Property Trust, dated February 19, 2008

By: \_\_\_\_\_  
David G. Felter, Trustee

By: \_\_\_\_\_  
Kathy L. Felter, Trustee

This is to certify that the interest in real property conveyed by the Warranty Deed is accepted by the United States Department of the Interior, Bureau of Land Management, a governmental agency, subject to approval of title by the Department of Justice. The United States Department of the Interior hereby consents to recordation of this document by order of its duly authorized officer shown below.

\_\_\_\_\_  
United States Department of the Interior  
Bureau of Land Management  
Manager, Vernal Field Office



**CERTIFICATE OF ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
 ) s.s.  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
 ) s.s.  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public





# United States Department of the Interior



## BUREAU OF LAND MANAGEMENT

Utah State Office

440 West 200 South, Suite 500

Salt Lake City, UT 84101-1345


<http://www.blm.gov/ut/st/en.html>

**SEP 19 2013**

IN REPLY REFER TO:  
2200(UT-921) P  
UTU-88491

### Memorandum

To: Office of the Solicitor, Intermountain Regional Office

From: Deputy State Director, Division of Lands and Minerals 

Subject: Request for Preliminary Opinion of Title  
Land and Water Conservation Fund Purchase in Uintah County  
Felter Parcel, UTU-88491

The Bureau of Land Management (BLM) plans to acquire a 160-acre parcel of land located in the Pariette Wetlands Area of Critical Environmental Concern (ACEC), Uintah County, Utah. The land would be purchased from David G. and Kathy L. Felter with Land and Water Conservation Fund (LWCF) inholdings funds. The interest to be acquired includes the surface estate, the unreserved mineral estate, and two appurtenant water rights. Once acquired, the property would be managed as part of the ACEC, a waterfowl management area with crucial wetland habitat.

The title evidence attached to this request includes the following documents:

1. Draft warranty deed to the United States of America from David G. Felter and Kathy L. Felter, Trustees of the David G. and Kathy L. Felter Property Trust, dated February 19, 2008.
2. Draft Land Deed Addendum for the transfer of water rights 47-1490 and 47-1513.
  - a. Documentation from the State of Utah, Division of Water Rights for the subject water rights.
3. Vesting deed.

4. Title Commitment No. 15,210, prepared by Basin Land Title, with Commonwealth Land Title Insurance Company as underwriter, on July 29, 2013.
  - a. Schedule B encumbrance documents
  - b. Assessor Parcel Plat
5. Administrative Determination by the Vernal Field Office Manager, documenting that title exception Nos. 1-7, 9-11, 13, and 15-20 are administrative acceptable and requesting a waiver of these items. Items 8, 14, and 21 will be eliminated prior to acquisition by the United States. The title company has stated that they will not remove Item 12 pertaining to taxes, but they will note that taxes for 2013 have been paid or that taxes for 2014 are exempt, depending on when the closing occurs.
6. Memorandum of July 17, 2013, from the Department of the Interior, Office of Valuation Services, approving the appraisal report which established the market value of \$400,000 for the property.
7. Offer to Purchase and Acceptance letter dated August 21, 2013.
8. Draft escrow instructions for closing the transaction.
9. Environmental Site Assessment (ESA) reviewed by a certified environmental professional and approved by the BLM Vernal Field Office Manager on September 12, 2013.
10. Certificate of Inspection and Possession for the parcel completed by BLM personnel on August 15, 2013.
11. Maps of the proposed acquisition parcel and information on the ACEC.

**Comments on the Title Evidence:**

**Schedule A:** The policy to be issued will be the ALTA US Policy (9/28/91), and the amount of insurance will be \$400,000, which is the appraised value of the property. The legal description of the parcel to be acquired is being reviewed and will be approved by the BLM Cadastral Survey prior to acquisition.

Copies of the Felter Trust documents have been requested and will be forwarded as soon as they are available.

**Environmental Site Assessment:** The report notes numerous surface improvements and other materials of concern that must be removed prior to acquisition by the U.S. The offer to purchase was contingent upon the removal and cleanup of the specified items. The BLM will conduct a site inspection to certify that these requirements have been met prior to acquisition of the property and it will be noted in the final certificate of inspection and possession.

### **Closing and Final Title Opinion:**

After Solicitor review and approval of this title package and confirmation that the water rights have been transferred, the BLM will finalize the escrow instructions and complete the transaction. The following documents will be provided to your office for a final opinion of title:

1. A copy of the recorded warranty deed, and Land Deed Addendum to the United States.
2. A copy of the title policy, issued in the ALTA US Policy (9/28/91) format, containing only those exceptions and encumbrances approved by your office in the preliminary title review. The title policy will be dated the same day the deed is recorded and the amount of coverage will be \$400,000, commensurate with the appraised value of the property. The BLM will confirm that the legal descriptions in the title policy and the warranty deed are identical.
3. An administrative determination by the BLM authorized officer that the exceptions appearing in the title policy are administratively acceptable and will not interfere with the BLM's intended use and management of the acquired lands.
4. A final Certificate of Inspection and Possession completed by the BLM Vernal Field Office just prior to acquisition of the parcel.

Please provide our office with your opinion of title and any contingencies for the conveyance of the subject property to the United States. You may retain all of the documents attached to this request for your records. If you need additional information regarding this request, please contact Joy Wehking of this office at 801-539-4114 or [jwehking@blm.gov](mailto:jwehking@blm.gov).

#### **Attachments:**

Folder with Title Evidence Documents





# United States Department of the Interior

## OFFICE OF THE SOLICITOR


SUITE 6201, FEDERAL BUILDING  
125 SOUTH STATE STREET  
SALT LAKE CITY, UTAH 84138

October 29, 2013

BLM C LACQ

### MEMORANDUM

To: Deputy State Director, Division of Lands and Minerals, Bureau of Land Management, Utah State Office

From: Regional Solicitor, Office of the Solicitor, Christopher J. Morley 

Subject: Request for Preliminary Title Opinion, Section 206 FLPMA Land Exchange between Bureau of Land Management (BLM) and David G. Felter and Kathy L. Felter, Trustees of the David G. and Kathy L. Felter Property Trust, dated February 19, 2008, No.UTU-88491

### PRELIMINARY TITLE OPINION

#### **A. PRELIMINARY TITLE OPINION**

After reviewing the Draft Warranty Deed, Draft Land Deed Addendum and Commitment for Title Insurance for the above-referenced acquisition by the BLM in Uintah County, Utah, we find the title evidence and procedures for closing to be acceptable, subject to the comments noted below.

After the relevant documents have been executed, they should be recorded in the appropriate County Recorder's office.

#### **Comments on Preliminary Title Opinion**

A preliminary administrative determination was included as part of the request for preliminary title opinion. This administrative determination addresses several exceptions to title and encumbrances on the parcel. Moreover, the administrative determination sets forth how these exceptions and encumbrances will either be removed or will be administratively acceptable to BLM. This preliminary title opinion is contingent on each of these actions actually occurring. Specifically:



Schedule B Exceptions to Title of which there are 21 exceptions:

1. Items 1 through 8 are standard exceptions and will be removed as noted on the policy.
2. Items 14 and 21 must be eliminated prior to closing or issuance of the final policy of title insurance.
3. Items 9-13 and 15-20 are administratively acceptable.
4. All surface improvements and other material to be removed as noted in the offer to purchase and administrative determination.

This preliminary title opinion is contingent on each of these actions actually occurring.

Under Title 40 of the United States Code, Section 3111, public money may not be expended for the purchase of land or any interest in land, unless the Solicitor's Office, as the delegate for the Attorney General, gives prior written approval of sufficiency of the title to the land or any interest in land, for the purpose for which the property is being acquired by the United States. Following execution and recordation of the Draft Warranty Deed, Draft Land Deed Addendum and Commitment for Title Insurance, the agency should obtain a policy of title insurance for the purchase price from a reputable company showing title vested in the United States. Release payment upon recordation consistent with the escrow instructions. Please submit to this office for our examination (1) a copy of the executed certificate of inspection and possession dated immediately after the recording of title in the United States; (2) the policy of title insurance; (3) a copy of the recorded Warranty Deed and Land Deed Addendum; (4) a signed copy of the escrow instructions.

CHRISTOPHER J. MORLEY  
Attorney-Advisor

Attachment - File



# United States Department of the Interior

BUREAU OF LAND MANAGEMENT  
Utah State Office  
440 West 200 South, Suite 500  
Salt Lake City, UT 84101  
<http://www.blm.gov/ut/st/en.html>



IN REPLY REFER TO:  
2100(U-921)P  
UTU-88491

JAN 13 2014

Joyce Gardiner  
Basin Land Title & Abstract Inc.  
335 West 50 North E-7  
Vernal, Utah 84078

Dear Ms. Gardiner:

Re: Basin Land Title and Abstract Inc. Escrow/File No. 15210  
Bureau of Land Management Reference No. UTU-88491

The subject escrow has been set up to accommodate the purchase of a 160-acre parcel by the United States, acting by and through the Bureau of Land Management (BLM). The parcel is to be purchased from David and Kathy Felter, pursuant to the authority of the Federal Land Policy and Management Act of October 21, 1976, for a purchase price of \$400,000.

The closing for this transaction should be scheduled to occur on or before January 31, 2014, pursuant to the instructions provided herein. Prior to this date, we request that you carefully review these instructions and acknowledge your agreement and ability to carry them out by signing in the space provided and returning the signed copy to the BLM at the address noted below.

## Instructions Prior to Closing:

1. Transmitted with these instructions are the following documents:
  - a. A copy of the offer and acceptance letter for the purchase of the subject parcel.
  - b. A copy of the unsigned draft warranty deed and a water rights addendum to land deeds for your review to ensure they can be properly recorded.
  - c. A Land Acquisition Voucher Certificate, to be signed by Basin Land Title and returned to the BLM.
  - d. A duplicate copy of these instructions, to be signed by Basin Land Title and returned to the BLM.

2. Just prior to the scheduled closing date, the following documents will be delivered into escrow by the BLM:
  - a. The original warranty deed conveying 160 acres to the United States of America. The deed will be executed by both David G. and Kathy L. Felter, as Trustees of the David G. and Kathy L. Felter Property Trust, dated February 19, 2008. The deed will also be signed by the BLM Vernal Field Manager to denote acceptance of the land on behalf of the United States. Both signatures will be notarized for recording purposes.
  - b. An executed water rights addendum for the transfer of appurtenant water rights 47-1513 and 47-1490. This document will accompany the warranty deed and we understand that the addendum will be forwarded to the Utah Division of Water Rights for processing following recordation of the deed.
  - c. A copy of these escrow instructions, signed by the Felters to acknowledge their concurrence with the instructions.
3. The agreed upon purchase price for the 160 acres is \$400,000. This amount will be deposited into escrow by the BLM just prior to the scheduled closing date, per the wiring instructions provided by your office. Your signature on the enclosed Land Acquisition Voucher Certificate is required to process the payment. Please confirm the accuracy of the account and contact information and then sign return the form to the BLM at the address noted below for further processing.
4. You must be prepared to issue a title insurance policy that has been brought down to the most current date, and meets the following requirements:
  - a. The policy must be issued on the **ALTA U.S. Policy Form (9/28/91)**. The Revised 12-03-2012 format is acceptable.
  - b. The policy must name the United States of America as the insured, and show title to vest with the United States of America, and its assigns.
  - c. The policy issuance date must be the same date that the warranty deed to the United States is recorded.
  - d. The amount of coverage must be \$400,000, which represents the appraised value and purchase price of the property being insured.
  - e. The description of the insured lands must be the same as the description contained in the warranty deed, with the exception of the parcel acreage.
  - f. Schedule B of the title policy may contain only Item Nos. 1-7, 9-13, and 15-20, as shown in Schedule B of Commitment No. 15210, dated July 29, 2013. If the remaining items (8, 14 and 21) cannot be eliminated for any reason, or if any new items are to be included in Schedule B of the title policy, this must be cleared by the BLM and its title attorney prior to recordation of the warranty deed to the United States and release of payment to the Felters.
5. You must ensure that all taxes, assessments and other liens have been satisfied prior to transfer of the property to the United States. If other arrangements must be made to ensure that all taxes and liens have been satisfied prior to transfer of the property to the United States, you must notify this office prior to closing. If taxes are referenced in Schedule B, you must include a statement that taxes have been paid up to the time of transfer to the United States.

6. The BLM will pay for all title fees, documentary transfer taxes, the title insurance premium, recording fees, and escrow fees.

**Instructions for Closing:**

1. Record the warranty deed and water rights addendum from the Felters to the United States.
2. Issue the final policy of title insurance, consistent with the instructions noted above, immediately following recordation of the warranty deed.
3. Fax or email to the BLM (attention Joy Wehking, address below) a conformed copy of the recorded warranty deed and the title policy.
4. Upon recording of the warranty deed, disburse the \$400,000 to the Felters at the address noted below unless instructed otherwise by them.
5. Deliver to the BLM, at the address noted below, the following:
  - a. The original recorded warranty deed and water rights addendum to the United States.
  - b. The original policy of title insurance.
  - c. The closing statement for this transaction, if not previously provided.
  - d. A billing notice for title work, the insurance premium, recording fees, and escrow fees.
6. Deliver to the Felters, at the address noted below a copy of the sellers closing statement for this transaction and a conformed copy of the recorded warranty deed.

**Addresses and contact information for the BLM and the Felters:**

Bureau of Land Management  
Attn: Joy Wehking  
440 West 200 South, Suite 500  
Salt Lake City, Utah 84101  
Phone: 801-539-4114  
Fax: 801-539-4200  
Email: [jwehking@blm.gov](mailto:jwehking@blm.gov)

David and Kathy Felter  
P.O. Box 112  
Myton, Utah 84052  
Phone: 435-823-6345

Any amendments or supplements to these instructions must be approved in writing by both the BLM and the Felters. If you have any questions regarding these instructions or will not be able to close on the requested date, please contact Joy Wehking at the number provided above.

We appreciate all of the assistance you have provided in connection with this transaction.

Sincerely,



Kent Hoffman  
Deputy State Director,  
Division of Lands and Minerals

Enclosures:

1. Draft Warranty Deed and Land Deed Addendum
2. Duplicate Escrow Instructions
3. Voucher Certificate
4. Offer/Acceptance Letter

**Instructions approved by:**

David and Kathy Felter

\_\_\_\_\_  
David G. Felter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kathy L. Felter

\_\_\_\_\_  
Date

**Instructions reviewed and agreed to by:**

Basin Land Title and Abstract Inc.

  
\_\_\_\_\_  
Title/Escrow Officer

1-17-14  
\_\_\_\_\_  
Date

Joyce Gardner  
\_\_\_\_\_  
Print Name

cc: Cindy Bowen, BLM Vernal Field Office (UTG01)