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IN THE SUPREME COURT OF THE STATE OF UTAH

CLAIR H. ANDERSON, E. DARLENE ANDERSON, his wife, DIRK C. ANDERSON, and JUDY ANDERSON, his wife, Plaintiffs - Appellant, vs. AMERICAN SAVINGS AND LOAN, a Utah corporation, Defendant - Respondent.	)	Case No. 18178

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FILED

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Clerk, Supreme Court, Utah

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NATURE OF THE CASE

This is an action in which the plaintiffs Anderson seek to have their trust deed declared prior to or equal in priority to the American Savings' and Loan Association's trust deed on Lot 17A-D of the Westhampton Planned Unit Development.

DISPOSITION IN LOWER COURT

American Savings' Motion for Summary Judgment was granted.

RELIEF SOUGHT ON APPEAL

American Savings seeks to have the Order granting summary judgment affirmed.

STATEMENT OF FACTS

The Andersons had purchased Units No. 4A-D, Westhampton Planned Unit Development from Great West Development Company for the sum of $15,000.00 (Stipulated Statement of Facts paragraph R. 12). These units had been platted, but there had been no construction on the units. Thereafter Anderson sold Units No. 4A-D back to Great West Development and executed a special Warranty Deed dated April 30, 1979, deeding Units 4A-D to Great West Development. On May 1, 1979, the Andersons received the sum of $21,000.00 for Units 4A-D from which they paid a real estate commission of

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$5,100.00. Said funds were derived from a loan by American Savings and Loan and were disbursed by Utah Title and Abstract Company (R.13, paragraph 8). As additional consideration for the sale of Units 4A-D Anderson received a trust deed Note in the sum of $30,000.00 from Great West Development. Said note was secured by a trust deed on Units 17A-D (paragraph 8). Therefore, approximately eight months after purchasing Units 4A-D for $15,000.00, the Andersons sold them back to the developer for $51,000.00.

Four individuals, Larry D. Myers, Larry J. Price, Roy L. Huggard and Ronald J. Howard (hereinafter referred to as "The Principals") who were the principals of Great West Development arranged for a construction loan from American Savings and Loan Association. The Principals executed a trust deed to American Savings and Loan on April 4, 1979, in anticipation of a loan (R. 13, paragraph 4). A condition for the loan was the clearing of title to the Westhampton PUD so that American Savings and Loan Association would have a first trust deed position on the entire Planned Unit Development. Great West then made arrangements to buy back the units they had previously sold, including the Andersons' Units 4A-D. Those units were purchased with the proceeds of the loan from American Savings and Loan Association. In order for American Savings and Loan Association to obtain a first position, and to clear title to all the units which had been previously conveyed, it was necessary that the documents and funds all be placed in escrow until the transactions were completed. A portion of the construction loan money was therefore placed in escrow to pay Anderson as well as others to clear title to the other units of the Westhampton PUD. The principals subsequently defaulted on their obligation and American Savings exercised its power of sale under the trust deed. The Andersons filed this action seeking to have their interest declared prior to the trust deed of American Savings in order to avoid having it cut off by the Trustee's sale.

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As the stipulated facts indicate, Utah Title and Abstract Company was instructed to record the documents so that title was vested in the Principals so that thereafter the trust deed of American Savings and Loan could be recorded in first position (R.13, paragraph 6). Then the other trust deeds were recorded including that of the Andersons. Because the Andersons had accepted their trust deed from Great West Development Corporation, it was necessary that the principals of that corporation execute a deed conveying title back to the corporation, which they did subsequent to the initial closing.

The Andersons' statement of facts states that the Principals gave American Savings a trust deed at the time that they did not have title. It is true that the trust deed was executed prior to title vesting. However, as agreed, an escrow was established and no funds were disbursed until record title was appropriately vested in the Principals. As paragraphs 3, 4, and 5 of the Stipulated Facts (R. 13) indicate the American Savings and Loan trust deed was recorded at the time that the Principals did in fact have title. The documents were recorded in that order pursuant to the instructions given to Utah Title and Abstract Company so that American Savings and Loan Association's trust deed was recorded prior to the other trust deeds.

Paragraph 6 of the Stipulation indicates that Utah Title and Abstract Company was instructed to record the documents in the order in which they were in fact recorded, so that American Savings and Loan Association would have a first trust deed position on the subject property. Andersons have no evidence to contradict the fact that Utah Title and Abstract Company did follow its instructions. The parties further stipulated that the Andersons had been advised prior to deeding Units 4A-D to Great West Development that Great West Develpment was purchasing the property so that it could obtain clear title in order to obtain a loan. The Andersons were aware that the lending institution, American Savings and Loan Association, required clear title as a condition for making its loan (R.14, paragraph 10).

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The Andersons have acknowledged that they knew and were aware that their Units 4A-D were being purchased for the reason that the developer needed a construction loan and that the construction loan could not be obtained unless American Savings and Loan Association was given a first trust deed position. In their deposition the Andersons said that they did not agree to subordinate their Units 17A-D. In point of fact, their trust deed to those units was never subordinated. American Savings' position was prior from the beginning.

In summary, we have a situation in which American Savings and Loan required a first trust deed position if it was to make a construction loan. The developers used part of the American Savings and Loan Association loan proceeds to cash out the Anderson's $21,000.00 so that the Andersons received the return of all of their cash investment plus commission. The Andersons were aware that the reason the developer was purchasing back the unit was so that it could get clear title to obtain this loan. The Andersons stated in their depositions that they understood American Savings and Loan Association wanted a first trust deed position on the entire PUD. The documents were intended to be recorded so that American Savings and Loan did in fact have a first trust deed position and were recorded in that order. The Andersons admit that they were told that American Savings and Loan wanted a first trust deed position and that clear title was a condition of the loan. The Andersons admit that they knew their original units were being purchased so that American Savings conditions concerning title could be met. The Andersons do, however, state that they did not agree that their trust deed in the second units would be subordinated. In fact, their trust deed was not subordinated. There was never any discussion of subordination.

With regard to the Fourth Cause of Action, the Affidavit of David Kimball of American Savings and Loan Association was filed with the court in accordance with Rule 56 of the Utah Rules of Civil Procedure. His detailed Affidavit shows affirmatively that American Savings and Loan met its responsibilites pursuant to the Construction Loan

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Agreement and its other documents. There were no opposing affidavits filed by the Andersons.

ARGUMENT I

THE AMERICAN SAVINGS DEED OF TRUST, HAVING BEEN RECORDED PRIOR IN TIME IS PRIOR TO THE ANDERSON TRUST DEED.

The Andersons characterize the fact that the American Savings's trust deed was in fact recorded prior in time as merely that American Savings' trust deed had a "lower recording number". The Andersons' first argument is that their trust deed is prior because the Principals received title after having already signed the trust deed to American Savings. In fact, the Principals received title from Great West pursuant to a Warranty Deed, dated April 30, 1979 which was recorded prior to the trust deed from Great West to the Andersons, also dated April 30, 1979, but which was recorded subsequently. Pursuant to the Utah Recording Statute, 57-3-2 Utah Code Annotated, 1953 as amended, the deed recorded prior in time in fact has priority. Therefore, the Warranty Deed, dated April 30, from Great West Development to the Principals was recorded prior in time and therefore has priority over the trust deed from Great West Development to the Andersons.

Anderson brief states that the only alternative is to say that the Andersons received an "empty trust deed" and that there was a fraud perpetrated upon them. The Andersons then, conclude that this would be contrary to human experience and is therefore "unreasonable". (Appelant's Brief, page 7). In attempting to construct an argument the Andersons have ignored the fact that within two weeks of the initial closing, the Principals deeded the property back to their corporation, Great West Development, thereby making the Andersons' trust deed a valid second trust deed in accordance with the after-acquired title doctrine set forth in §57-1-20 Utah Code Annotated, 1953 as amended.

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American Savings does not believe that there was any intent by the Principals or Great West to defraud the Andersons, and in fact the Andersons were not defrauded. In any event, there is no evidence whatsoever of any intent to defraud. It is ironic that the situation the Andersons consider to be an unreasonable, fraudulent and preposterous when applied to them, is the very intrepretation they suggest concerning American Savings' trust deed. Ignoring the escrow nature of the transaction and provisions of §57-1-20, the Andersons have argued that the American Savings trust deed is not valid because the Principals received title after having signed the trust deed.

On page seven of their Brief, the Andersons state that the "most reasonable construction of the record title" is that "plaintiffs obtained their trust deed from their grantors prior to the time that defendant received its trust deed from the grantees of plaintiffs' grantors." The record title demonstrates exactly the opposite. As has been indicated above, the Principals received title via a Warranty Deed recorded prior to the recordation of the trust deed from Great West Development to the Andersons. "So also, the rights of a grantee in a deed are prima facie superior to those of a mortgagee in an earlier mortgage, if the deed is first recorded". 66 AmJur 2d 457, Records and Recording Laws §179.

The last paragraph of the Andersons' first argument states a number of facts not in the record or contrary to the record. First, the Andersons assume that Utah Title and Abstract Company was American Savings' agent. Utah Title acted as closing escrow agent and did receive instructions to record the documents in the order that they were recorded. Paragraph six of the Stipulation does not state who gave Utah Title those instructions. Even if American Savings and Loan Associatin gave Utah Title and Abstract Company those instructions, it would not show general agency but would merely indicate normal escrow services provided by title companies. The Andersons go on to argue that the only reasonable construction of the documents was that the Andersons received the trust deed prior to the American Savings receiving its trust deed. This is a

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conclusion without a factual basis. There is not one shred of evidence in the record to indicate that Anderson's trust deed was prior to American Savings trust deed. All of the evidence is to the contrary. The Andersons assume that they have a first trust deed position and that therefore, a subordination agreement was necessary. In fact, it is common practice to record documents in a specified order as was done in this case. A subordination agreement would be necessary only if the Andersons' trust deed had previously been recorded.

ARGUMENT II

AMERICAN SAVINGS' TRUST DEED WAS RECORDED PRIOR TO THE ANDERSON'S TRUST DEED. THEY WERE NOT RECORDED AT THE SAME TIME AND ARE NOT SIMULTANEOUS.

The Andersons claim that because the trust deeds were stamped with the same minute, that they are simultaneously recorded. This ignores the obvious fact that a minute is broken into sixty seconds. Section 57-3-2 states that notice is imparted "from the time of filing" [emphasis added]. It does not state from the minute stamped. It also ignores the obvious fact that it is possible to stamp in many documents at the Recorders Office within the same minute. In this particular transaction, there were 21 documents submitted for recording. There is undisputed evidence that the documents were submitted to the County Recorder in the order intended and not haphazardly or simultaneously. Further, the person who submitted the documents for recording has signed an undisputed affidavit that he intended the documents to be recorded in exactly the order they were intended for the purpose of giving the documents the priority as determined by the District Court.

The general rule concerning priority of mortgages is that the mortgage recorded first has priority. Section 245 of 59 C.J.S. states: "As a general rule the mortgage first recorded takes priority over other mortgages on the same property." In Section 179, 66 AmJur 2d 457 it is stated:

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> A mortgage first recorded is prima facie entitled to be preferred over a mortgage subsequently recorded unless for some reason the first is fraudulent and void as to the other.
>
> In the absence of any showing to the contrary, mortgages by the same person on the same land presented for record are presumtively to be accorded priority in the order in which they are numbered by the recorder.

The law in the State of Utah is clear that a document recorded first takes priority. Section 57-3-2 Utah Code Annotated (1953 as amended). See also Wilson v. Schneiter's Riverside Golf Course, 523 P. 2d 1226 (Utah 1974). Anderson makes reference to the fact that American Savings's argument is based on the fact that it has a "lower recording number". This is true to the extent that the low recording number reflects the fact that the American Savings trust deed was recorded first. It is not the lower number which gives priority but in fact, the earlier recording.

The Andersons argue that there can be a practical problem if documents are received at the same instant, one in fact, would have to be recorded prior to the other. That is an interesting observation. The undisputed facts in this case, however, are that the documents were not presented for recordation at the same instant, nor were they received at the same instant. Rather, the documents were presented in the order in which they were recorded, purposely and intentionally for the purpose of having them recorded in the exact order in which they were recorded.

The essence of the plaintiffs' case is that because the documents are stamped with the same minute, it means that the documents were conclusively filed simultaneously. In Pennsylvania case cited by the Andersons, Bonstein v. Schweyer 61 A. 447 (Pa. 1905) is therefore distinguishable. In that case, two mortgages were left at the office at the same moment and neither had priority. The Court stated that the mortgage lien on the land under the law then applicable in Pennsylvania "commences from that time of the day" 61 Atlantic at 448. The Pennsylvania statute as cited by the Pennsylvania Supreme Court is therefore different from the Utah Statute. In the case before the court, the

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documents were recorded at different times and were properly recorded sequentually. To hold otherwise would require the Recorders Office to file only one document per minute, an impossible situation in a county such as Salt Lake.

Defendant submits that a rule of law which would require that only one document (in a complex transaction) be recorded per minute, is neither practical nor in accordance with established practice. Furthermore, the plaintiffs' suggestion that there should have been subordination agreements is without merit. Most subordination agreements specify the book, page and entry number of the document to which the subordination is being made in order to impart full notice of the transaction. In this case it would not have been possible to provide the necessary specificity regarding recording information. The common practice in the state is to record documents in the order of priority, as was done in this transaction.

AGRUMENT III

THE ANDERSONS' MORTGAGE IS NOT A PURCHASE MONEY MORTGAGE.

Plaintiffs claim that their trust deed is a purchase money mortgage. In fact, if either trust deed qualifies as a purchase money mortgage, it is that of American Savings. The Andersons sold Units 4A-D and took a trust deed back on Units 17A-D. Units 4A-D were purchased from the plaintiffs with funds supplied by American Savings and Loan Association. American Savings and Loan Association also supplied the funds for the repurchase of the rest of the Planned Unit Development including Units 17A-D. The Principals purchased the entire Planned Unit Development through use of American Savings's loan proceeds in order to put American Savings in first position. Therefore, since Units 17A-D were acquired from Great West Development by the Principals with the proceeds of the loan from the American Savings, American Savings has a purchase money mortgage. The Andersons assert their claim that one can obtain a purchase money mortgage with respect to property that one did not sell or provide the funds to purchase. Plaintiffs further assert that this is a case of first impression. Apparently,

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others have tried the same approach. In Miller v. Miller, 232 N. W. 498 (1930) the Supreme Court of Iowa, quoting Black's Law Dictionary, stated:

> The purchase money mortgage is a mortgage given concurrently with the conveyance of land by the vendee to the vendor on the same land to secure the unpaid balance of the purchase price. [emphasis added.]

In Loretz v. Cal-Coast Development Corp., 57 Cal Reporter 188, (Ct of App. 1st Dist. 1967) the California Court of Appeals discussed the situation where the buyer executed a Promissory Note as part of the consideration for the purchase of a motel. A Deed of Trust was not taken on the motel, but rather on a lot unrelated to the motel. The Court of Appeals stated:

> Because the security was on land other than that being bought, it is not to be deemed a purchase money security. Id at 189.

Black's Law Dictionary, 5th edition, page 912 states:

> Purchase money mortgage. Generally, any mortgage given to secure a loan made for the purpose of acquiring the land on which the mortgage is given; more particularly, a mortgage given to the seller of land to secure payment of a portion of the purchase price. A mortgage given, concurrently with a conveyance of land, by the vendee to the vendor, on the same land, to secure the unpaid balance of the purchase price. [Emphasis added].

The Andersons cite 55 AmJur 2d Mortgages §348 which states the same rule quite clearly. The Anderson then attempts to apply novel interpretations to the plain meaning of the legal encylclopedias which they quote. The Andersons suggest that the plain meaning of the definitions be contorted and that words be excised to fit the plaintiffs' theory. Significantly, plaintiffs do not cite a single case to support their theory.

The Andersons did not have a purchase money mortgage. They cannot in good conscience state that they have sold lots 17A-D to Great West Development Corp., in light of the fact that Great West Development Corp. owned the land prior to selling it to

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the Principals. Nor did the Andersons lend Great West Development the funds to buy Unit 17-A-D. All that Andersons did was to secure funds owing to them with a trust deed to Units 17A-D.

In any event, a purchase money mortgage does not automatically take priority over other financing. See for example Kemp v. Zions First National Bank, 470 P. 2d 39U, 24 U 2d 288 (1970).

ARGUMENT IV

PLAINTIFFS KNEW AND WERE AWARE THAT THE REASON FOR THE PURCHSE OF THEIR UNIT BY GREAT WEST WAS TO OBTAIN A FIRST TRUST DEED POSITION FOR AMERICAN SAVINGS AND LOAN ASSOCIATION'S TRUST DEED.

The admissions by the Andersons in their deposition make it clear that the following is undisputed:

1. The Andersons knew American Savings and Loan Association wanted a first trust deed position on all lots. (Dirk Anderson Deposition R. 98-99); that the reason Great West was paying over three times the amount it had sold the unit to the Andersons for (less than eight months earlier) was because it had to get a loan from American Savings and Loan Association (Dirk Anderson deposition R. 95; Clair Anderson deposition R. 127-128) and American Savings required clear title. The following are quotes from those depositions, Dirk Anderson deposition, R. 98:

QUESTION: So you were told American Savings wanted a first trust deed position?

ANSWER: That's what I understood, yes.

QUESTION: At the closing, did Mr. Myers or anyone else explain that to you?

ANSWER: Not that I can remember.

QUESTION: But it's possible he did.

ANSWER: It's possible, yes.

From R. 99:

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QUESTION: And you understood that American Savings wanted a first trust deed position on all lots?

ANSWER: Right.

The deposition of Clair Anderson reflects that he had the same understanding as his son Dirk. On page 10-12 (R.127-129) Clair Anderson stated:

QUESTION: Did you then enter into a new transaction with them?

ANSWER: No. What did happen, they couldn't get the money, and then this particular lot we have, why Larry said he had to have this lot so they could — they had to get clear title on it according to what he said so the bank could get clear title so they could get some more money. He gave us this lot 17, and upon completion of that, he would pay us, and we had an agreement where that we bought the lot, or he bought the lot back from us for $52,000, and from that, he says he would give us — I think he give us $21,000 back. He give us our money back, and then — yeah, it was $21,000 back. And then he was going to proceed from there, and we was supposed to get — if he didn't pay that there note by December the 31st, why — it was a ten percent note. If he didn't pay for it, then it was 18 percent from there on.

QUESTION: As I understand the deal, he was going to be buying Unit four or Lot four back from you?

ANSWER: Yes, uh-huh (affirmative).

QUESTION: And the reason was that he needed to have lot four so he could borrow further money from the bank; is that right?

ANSWER: Yeah, so he could get clear title.

QUESTION: It was your understanding that the bank wanted clear title before it would lend any money?

ANSWER: Yeah. That was my understanding.

QUESTION: Do you know whether he was doing this with the other lots also so he could get clear title to the whole project?

ANSWER: From what I gathered, he was. He was trying to get them all — all those lots bought back. I think we were the last one that he dealt with. He kept holding off.

Clair Anderson reiterated the same position on Page 22 (R. 139) of the deposition.

QUESTION: So it was your understanding that American Savings would be lending the money to the developers and the construction company so that they could build a fourplex on lot 17?

ANSWER: Yeah, uh-huh (affirmative).

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QUESTION: And you were aware that the bank wanted to have clear title in order to make that loan?

ANSWER: Well, I guess. I assumed they would.

It is apparent that the Andersons were aware that American Savings and Loan wanted clear title.

Defendant's counsel object to the characterization of their questioning as "badgering". In fact, there was no badgering and the Andersons consistently answered the same way. The basic concept of the transaction was well understood by the Andersons. They were going to be getting a return of over 300% on an eight month old investment. They received all of their investment back in cash - it was only the windfall profit they accepted in the form of a note resulting from the fact that American Savings and Loan required clear title which they have not received.

Plaintiffs' essential argument, if accepted, would result in a rule of law that the prior recording of the document can be set aside if one of the parties that has a second trust deed was under the incorrect impression that the owner of property could give "any number of first trust deeds." (Plaintiffs' brief p. 15.) It is clear that the intent of all the parties was the same. The Andersons, in their affidavits, indicate that they may not have understood certain principles of real estate transactions. But they clearly understood what was going to happen and what did happen. The Andersons misunderstanding or error cannot be used as an excuse to set aside American Savings and Loan's trust deed against which over $600,000.00 was disbursed.

The Andersons knew not only that American Savings and Loan "wanted" a first trust deed position, but that in fact the entire transaction and the profit they expected was a result of the fact that the transaction was arranged to give American Savings and Loan Association the first trust deed position. The Andersons don't deny that they knew that the main reason their Units 4A-D were being purchased was because American Savings and Loan demanded clear title and a first trust deed position. That fact cannot be ignored. The plaintiffs understood why they were getting so much money for their

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land and that is because the developer needed it or the developer couldn't obtain money to construct the remainder of the project.

American Savings objects to the characterization of the transaction which took place as a "sneaky procedure" or an attempt to attain a "sneaky result." (Plaintiff's Brief p. 17). The Andersons knew full well that American Savings and Loan Association would not have made the construction loan if American Savings couldn't obtain a first position. American Savings and Loan Association did not need any "sneaky" results. They did not do anything in a "sneaky" manner. They did what any construction loan company would do. They provided the funds which paid the Andersons and other unit owners so that American Savings could obtain a first trust deed position. American Savings clearly stated that was a requirement. Plaintiffs fully understood this. It does not lie in the Andersons mouths to accuse American Savings and Loan of having done anything "sneaky". The plaintiffs' individual testimony belies the assertion in plaintiff's brief (P. 17) that American Savings and Loan's demand for a first trust deed position is "uncomliness" [sic].

V

THE ANDERSONS' FOURTH CAUSE OF ACTION WAS PROPERLY DECIDED BY SUMMARY JUDGMENT.

Rule 56 of the Utah Rules of Civil Procedure is quite clear. If there are disputed facts, the same should be presented by affidavit. The Utah Supreme Court in Dupler vs. Yates 10 Ut 2d 251, 351 P.2d 624 (1960) stated:

> The primary purpose of the summary judgment procedure is to pierce the allegations of the pleadings, show that there is no genuine issue of material fact, although an issue may be raised by the pleadings, and that the moving party is entitled to judgment as a matter of law.
>
> It is apparent here that the defendant has produced evidence that pierces the allegations of the complaint. The plaintiffs have not controverted, explained or destroyed that evidence by counteraffidavit or otherwise. They have relied upon their amended complaint and their proposed amendment to the amended complaint.

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> Certainly, if the summary judgment procedure is to be effective, it must be held that when adequate proof is submitted in support of the motion, the pleadings are not sufficient to raise an issue of fact.
>
> Rule 56 U.R.C.P. is not intended to provide a substitute for the regular trial of cases in which there are disputed issues of fact upon which the outcome of the litigation depends. And it should be invoked with caution to the end that litigants may be afforded a trial where there exists between them a bona fide dispute of material fact. However, where the moving party's evidentiary material is in itself sufficient and the opposing party fails to proffer any evidentiary matter when he is presumably in a position to do so, the courts should be justified in concluding that no genuine issue of fact is present, nor would one be present at the trial.
>
> Upon a motion for summary judgment, the courts ought to recognize, as a minimum, that the opposing party produce some evidentiary matter in contradiction of the movant's case or specify in an affidavit the reason why he cannot do so.
>
> Where, as the instant case, the materials presented by the moving party are sufficient to entitle him to a directed verdict and the opposing party fails either to offer counteraffidavits or other materials that raise a credible issue or to show that he has evidence not then available, summary judgment may be rendered for the moving party.
>
> The record made by the defendant, in support of his motion for summary judgment, controverted the unverified allegations in the plaintiffs' amended complaint and therefore, in the absence of counteraffidavits, no genuine issues of material fact were created.

American Savings filed a detailed affidavit setting forth numerous documents which showed and explained the disbursement of the loan funds. Plaintiffs filed no opposing affidavit. From the undisputed facts, it is clear that the plaintiffs' Fourth Cause of Action was without merit. The Andersons' Complaint is dated April 27, 1981. Their counsel had over three week's notice of the motion before it was heard. The

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Andersons' Reply Memorandum is dated November 23, 1981. The Anderson, therefore, had seven months in which to gather some evidence to support its Fourth Cause of Action. In fact, Anderson did not gather any evidence and had no evidence. The Utah Rules of Civil Procedure require that a cause of action which cannot be supported by even one affidavit should be dismissed. Summary judgment is made for the purpose of eliminating those claims which in fact cannot be supported by one affidavit, such as the Anderson's Fourth Cause of Action and was properly granted here.

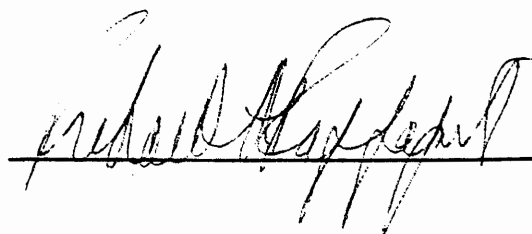
DATED this 17th day of May, 1982.

Richard A. Rappaport

Edwin C. Barnes

MAILING CERTIFICATE

The undersigned hereby certifies that a true and correct copy of the foregoing Brief of Respondent was mailed, postage fully prepaid, on the 17 day of May, 1982, to Gerald E. Nielson, Attorney for Anderson, 3737 Honeycutt Road, Salt Lake City, Utah 84106.



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