

Mountain View Title and Escrow Co., Inc.

5732 South 1475 East, #100

South Ogden, UT 84403

Phone (801)479-1191 Fax (801)479-2777

Invoice

Customer:	Invoice Number	Date
Gardner Engineering 5875 South Adams Ave. #200 Ogden, UT 84405	130409	12/04/2014
	File Number	Branch
	130409	Ogden
	Customer Order Number	Customer OrderDate
		12/04/2014
Deliver-To:	Sales Price	Buyer
Gardner Engineering 5875 South Adams Ave. #200 Ogden, UT 84405		
	Seller	
	Regency Excavating LLC	
Property Address	Loan Amount	Lender
Property Type	Property County	Sales Rep
	Weber	Kerri Jo Christoffersen
		Terms

Please Send a Copy of this Invoice with Payment

Description	Amount
Title Commitment	\$250.00
Subtotal	\$250.00
Sales Tax	
Total	\$250.00

Brief Legal:



MOUNTAIN VIEW TITLE & ESCROW, INC.
LICENSED TITLE INSURANCE AGENCY

First American Title Insurance Company

Case No: 130409

COMMITMENT

SCHEDULE A

1. Effective Date: November 11, 2014 at 7:00 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy – 6/17/06

Amount - 0 -

Proposed Insured: NONE

(b) ALTA Loan Policy – 6/17/06

Amount - 0 -

Proposed Insured: NONE

3. Title to the Fee Simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

LOT 18

Walter A. Zohmann

LOT 19

Walter Zohmann

4. The land referred to in the Commitment is located in Weber County, State of Utah and is described as follows:

SEE ATTACHED EXHIBIT "A"

Property Address:

9202 East Kelley Drive, Huntsville, Utah 84317

- and -

9172 East Kelley Drive, Huntsville, Utah 84317

Mountain View Title & Escrow, Inc.

By: 

Authorized Officer or Agent

Escrow Officer: Kerri Jo Christoffersen

Countersigned at Ogden, Utah

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

EXHIBIT "A"

ALL OF LOTS 18 AND 19, GREEN HILL COUNTRY ESTATES, PHASE NO. 1, LOCATED IN THE EAST HALF OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 EAST, OF THE SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 18 BEING LOCATED NORTH 90° 00' 00" WEST 1730.59 FEET AND NORTH 00° 00' 00" EAST 2433.66 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; RUNNING THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF KELLY DRIVE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 89° 12' 56" WEST 50.00 FEET; (2) ALONG THE ARC OF A 239.97 FOOT RADIUS CURVE TO THE RIGHT 173.20 FEET, HAVING A CENTRAL ANGLE OF 41° 21' 14", CHORD BEARS NORTH 68° 32' 19" WEST 169.47 FEET; (3) NORTH 47° 51' 43" WEST 38.42 FEET; (4) ALONG THE ARC OF A 316.36 FOOT RADIUS CURVE TO THE LEFT 184.40 FEET HAVING A CENTRAL ANGLE OF 33° 23' 46", CHORD BEARS NORTH 64° 33' 36" WEST 181.80 FEET TO THE WEST BOUNDARY LINE OF SAID LOT 19; THENCE ALONG THE WEST AND NORTH BOUNDARY LINE OF SAID LOT 19 THE FOLLOWING TWO (2) COURSES: (1) NORTH 08° 44' 36" EAST 436.94 FEET; (2) SOUTH 64° 35' 24" EAST 208.41 FEET TO THE NORTH BOUNDARY LINE OF SAID LOT 18; THENCE ALONG THE NORTH AND EAST BOUNDARY LINE OF SAID LOT 18 THE FOLLOWING TWO (2) COURSES: (1) SOUTH 79° 05' 24" EAST 156.14 FEET; (2) SOUTH 00° 54' 36" WEST 479.50 FEET TO THE POINT OF BEGINNING



MOUNTAIN VIEW TITLE & ESCROW, INC.
LICENSED TITLE INSURANCE AGENCY

First American Title Insurance Company

Case No. 130409

COMMITMENT

SCHEDULE B - Section I

Requirements

The following are the requirements to be complied with:

- Item a) Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.
- Item b) Proper instrument(s) creating the estate or interest to be insured executed and duly filed for record, to-wit:

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B1 consists of 1 page(s)



MOUNTAIN VIEW TITLE & ESCROW, INC.
LICENSED TITLE INSURANCE AGENCY

First American Title Insurance Company

Case No: 130409

COMMITMENT

SCHEDULE B - Section II

Exceptions

II. Schedule B of the policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens; or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 6 WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED
HEREUNDER.

7. Taxes for the year 2014 are due and payable on or before November 30, 2014 in the amount of \$4,074.33 LOT 18
Taxes for the year 2014 are due and payable on or before November 30, 2014 in the amount of \$1,113.79 LOT 19.

SERIAL NUMBER: 21-054-0001 LOT 18
21-054-0002 LOT 19

Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein

8. Said property is included within the following boundaries and is subject to any charges and assessments levied by them as a result of services provided.

GENERAL FUND, G O BOND FUND, LIBRARY, WEBER SCHOOL DISTRICT, STATEWIDE SCHOOL BASIC LEVY, MOSQUITO ABATEMENT DISTRICT, WEBER BASIN WATER – GENERAL, WEBER / MORGAN HEALTH, JUDGMENT LEVY - W.C., PARAMEDIC FUND, WEBER FIRE DISTRICT, GREEN HILL EST WATER & SEWER DISTRICT, STATE ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, OGDEN VALLEY GAS IMP DISTRICT, UNINCORP WEBER COUNTY, WEBER

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 4 page(s)



MOUNTAIN VIEW TITLE & ESCROW, INC.
LICENSED TITLE INSURANCE AGENCY

First American Title Insurance Company

Case No: 130409

COMMITMENT

SCHEDULE B - Section II

Exceptions

SCHOOL DIST JUDGMENT LEVY, WEBER AREA DISPATCH 911 AND EM. SERV. DIST.- (S-S),
WEBER FIRE G.O. BOND - 2006 SERIES

9. 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
10. Subject to easements, building setback lines, restriction, dedications or offer for dedications if any, conditions of approval if any, and notes if any, all as set forth on the recorded plat.
11. EASEMENTS AND RIGHTS OF WAY OF RECORD OR ENFORCEABLE IN LAW AND EQUITY FOR ANY EXISTING ROADS, STREETS, ALLEYS, DITCHES, RESERVOIRS, UTILITIES, CANALS, PIPE LINES, POWER, TELEPHONE, SEWER, GAS AND/OR WATER LINES OVER, UNDER OR ACROSS ANY PORTION OF THE COMMON AREAS AS THE COMMON AREAS ARE SHOWN ON THE RECORD OF SURVEY MAP AND/OR AS SET FORTH IN THE DECLARATIONS AND ANY AMENDMENTS AND/OR SUPPLEMENTS THERETO, AS REFERRED TO HEREIN. (NOTE: SPECIFIC LOCATIONS AND/OR REFERENCE TO SUCH EASEMENTS AND RIGHTS OF WAY AS THEY AFFECT THE COMMON AREAS MAY OR MAY NOT BE SHOWN ON THE RECORD OF SURVEY MAP.)
12. Notes, Conditions and/or Restrictions as disclosed on dedication plat.
13. CONSERVATION EASEMENT AGREEMENT
Dated: August 20, 1999
By and Between: GREEN HILL COUNTRY ESTATES HOMEOWNERS ASSOCIATION AND THE STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES
Recorded: October 12, 1999
Entry Number: 1667288
Book: 2038 Page: 840
14. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Dated: August 25, 1981
Recorded: October 1, 1981
Entry Number: 844801
Book: 1390 Page: 1284

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Dated: October 5, 1983
Recorded: December 22, 1983
Entry Number: 897998
Book: 1438 Page: 353

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 4 page(s)



MOUNTAIN VIEW TITLE & ESCROW, INC.
LICENSED TITLE INSURANCE AGENCY

First American Title Insurance Company

Case No: 130409

COMMITMENT

SCHEDULE B - Section II

Exceptions

But omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons.

15. COVENANT TO RUN WITH LAND

Dated: July 21, 1981
Executed By: GREEN HILL DEVELOPMENT COMPANY
Recorded: September 9, 1981
Entry Number: 8423355
Book: 1389 Page: 283

16. COVENANT TO RUN WITH LAND

Dated: July 21, 1981
Recorded: September 9, 1981
Entry Number: 843356
Book: 1389 Page: 288

17. COVENANT RESTRICTING USE OF LAND

Dated: June 23, 2004
Grantor: WALTER ZOHMANN
Recorded: June 23, 2004
Entry Number: 2039057

18. NOTE: NO EXISTING DEED OF TRUST APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.

19. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

SCOTT WALES
DEBRA WALES
CHRISTINA P. ABEL
LOUIS J. ABEL JR.
SAHEDA NAZAMALLY
WALTER A. ZOHMANN

20. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

WARRANTY DEED DATED JULY 23, 2014 BY AND BETWEEN SAHEDA NAZAMALLY TO WALTER A. ZOHMANN, RECORDED AS ENTRY NUMBER: 2695712.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 4 page(s)



MOUNTAIN VIEW TITLE & ESCROW, INC.
LICENSED TITLE INSURANCE AGENCY

First American Title Insurance Company

Case No: 130409

COMMITMENT

SCHEDULE B - Section II

Exceptions

WARRANTY DEED DATED SEPTEMBER 24, 2014 BY AND BETWEEN CHRISTINA P. ABEL AND LOUIS J. ABEL, JR. TO WALTER ZOHRMANN, RECORDED AS ENTRY NUMBER: 2704167.

21. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER, ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES. ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.
22. NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES AT <http://www.alta.org>. 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.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 4 page(s)

ALTA Commitment Form**COMMITMENT FOR TITLE INSURANCE**

Issued by

First American Title Insurance Company

First American Title Insurance Company, a CA corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

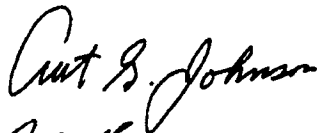
All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

By



President

Attest



Secretary



By:

Authorized Signatory

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

PRIVACY POLICY NOTICE



MOUNTAIN VIEW TITLE & ESCROW, INC. LICENSED TITLE INSURANCE AGENCY

5732 South 1475 East, Suite 100, Ogden, Utah 84403
930 Chambers Street, Suite 3, South Ogden, Utah 84403 264 East 12200 South, Suite G, Draper, Utah 84020
365 West 1550 North, Suite A, Layton, Utah 84041 239 South Main, Suite 200, Cedar City, Utah 84720
256 North State Street, Suite D, Morgan, Utah 84050 720 South River Road, #C115, St. George, Utah 84790

Title V of the Gramm-Leach-Bliley Act generally prohibits any financial institution, directly or through its affiliates, from sharing non public personal information about you with a non affiliated third party unless the institution provides you with a notice of its privacy policy and practices.

In order to better serve your needs now and in the future we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information, including but not limited to personal or financial information. We agree that you have a right to know how we will utilize the information that you provide to us. Together with our underwriters we have adopted this privacy policy to govern the use and handling of your personal information.

This privacy policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, including but not limited to, public records or from another party who you may have provided information to pertinent to the sale, the purchase or collateralization of real property.

We may collect non-public personal information about you from the following sources:

- *Information we receive from you such as on applications, communications with us which are in writing, by telephone, electronic means or in person.
- *Information about your transactions we secure from our prior files which you may have been part of as a seller, a buyer or a borrower or from affiliates you may have done business with.
- *Information we receive from a credit or consumer reporting agency.

We use the information collected for our own legitimate business purposes and not for the benefit of any non affiliated party. We do not share the information with any party outside of the transaction which you are presently involved with as a buyer, a seller, borrower or beneficiary. We will not release your information to non affiliated parties except as necessary to provide the product or service you have requested of us or as permitted by law. We may store your information indefinitely, including the period after which any customer relationship has ceased. The information concerning you may be used for any internal purpose such as quality control efforts or customer analysis. Even if you are no longer our customer, our privacy policy will continue to apply.

We will use our best efforts to ensure that no unauthorized parties have access to you information. We restrict public access to your personal information. We restrict access to your personal information with those individuals and entities needing to access your information in order to provide products and services for you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy statement. We will continue to maintain physical, electronic and procedural safeguards that are in compliance with federal regulations to protect and guard your non-public personal information.