

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE  
Issued by



Stewart Title Guaranty Company, a Texas 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 six months 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.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

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

Countersigned by:

*[Handwritten signature]*  
\_\_\_\_\_  
Authorized Countersignature

Mountain View Title and Escrow  
Company

Ogden, Utah  
City, State



*[Handwritten signature]*  
\_\_\_\_\_  
Senior Chairman of the Board

*[Handwritten signature]*  
\_\_\_\_\_  
Chairman of the Board



*[Handwritten signature]*  
\_\_\_\_\_  
President



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

Stewart Title Guaranty Company

Case No: 130528

**COMMITMENT**

**SCHEDULE A**

1. Effective Date: December 4, 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:

**Parcel 1: The Brett and Carly Satterthwaite Trust, dated the 1st day of August, 2002, Brett L. Satterthwaite and Carly S. Satterthwaite, Trustees**

**Parcel 2: Lynn C. Satterthwaite and Melanie C. Satterthwaite, Husband and wife, as joint tenants with full rights of survivorship and not as tenants in common**

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:

Raw Ground, ,

Mountain View Title & Escrow, Inc.

Escrow Officer: Mike Hendry

By:   
Authorized Officer or Agent

Countersigned at Ogden, Utah

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

Schedule A consists of 2 page(s)

EXHIBIT "A"

PARCEL 1:

A PART OF THE SOUTHEAST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY

BEGINNING AT A POINT ON THE EAST LINE OF LOT 13 LIBERTY MEADOWS SUBDIVISION, AS RECORDED IN THE WEBER COUNTY RECORDERS OFFICE, SAID POINT BEGIN NORTH 89 DEG 39 MIN 42 SEC WEST 590.50 FEET ALONG THE SOUTH LINE OF SAID SECTION 20, AND SOUTH 07 DEG 35 MIN 03 SEC WEST 17.18 FEET ALONG SAID EAST LINE OF LOT 13 FROM THE NORTH EAST CORNER OF SAID SECTION 29; RUNNING THENCE NORTH 89 DEG 39 MIN 42 SEC WEST 150.32 FEET TO THE WEST LINE OF SAID LOT 13; THENCE NORTH 00 DEG 18 MIN 18 SEC EAST 568.96 FEET ALONG SAID WEST LINE OF LOT 13 TO THE SOUTH RIGHT OF WAY LINE OF 3600 NORTH STREET; THENCE SOUTH 89 DEG 41 MIN 42 SEC EAST 318.02 ALONG SAID SOUTH RIGHT OF WAY LINE AND THE EXTENSION THEREOF; THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES; (1) SOUTH 08 DEG 13 MIN 14 SEC EAST 269.81 FEET; (2) SOUTH 40 DEG 09 MIN 15 SEC WEST 210.68 FEET; (3) NORTH 89 DEG 41 MIN 42 SEC WEST 54.75 FEET TO THE EAST LINE OF SAID LOT 13; (4) SOUTH 07 DEG 35 MIN 03 SEC WEST 141.61 FEET TO THE POINT OF BEGINNING

PARCEL 2:

PART OF LOT 13, LIBERTY MEADOWS SUBDIVISION, WEBER COUNTY, UTAH: BEGINNING SOUTH 0 DEG 02 MIN EAST 428.58 FEET FROM THE NORTHWEST CORNER OF SAID LOT 13; THENCE SOUTH 0 DEG 02 MIN EAST 140.38 FEET; THENCE EAST TO EAST LINE OF SAID LOT 13, THENCE NORTH 7 DEG 14 MIN 45 SEC EAST TO A POINT NORTH 89 DEG 58 MIN EAST FROM BEGINNING; THENCE SOUTH 89 DEG 58 MIN WEST TO BEGINNING.



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

Stewart Title Guaranty Company

Case No. 130528

## 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)



**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. PARCEL 1:  
Taxes for the year 2014 are delinquent in the amount of \$60.20 plus penalty and interest. Taxes for the year 2014 have been paid in the amount of \$2,290.38.  
SERIAL NUMBER: 22-066-0011

PARCEL 2:  
Taxes for the year 2014 have been paid in the amount of \$3.65.  
SERIAL NUMBER: 22-066-0005

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. 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

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

Schedule B2 consists of 4 page(s)





**COMMITMENT**

**SCHEDULE B - Section II**

**Exceptions**

9. A Public Utility and Drainage Easement over and across said property as disclosed on dedication plat.
10. Notes, Conditions and/or Restrictions as disclosed on dedication plat.
11. Subject to a forty (40) foot easement running through said property; as disclosed on dedication plat.
12. COVENANT TO RUN WITH LAND  
Dated: September 28, 1972  
Recorded: January 24, 1972  
Purpose: THE ESTABLISHMENT OF A COUNTY SERVICE AREA OF AREAS TO INCLUDE SNOW REMOVAL, STORM WATER DRAINAGE SYSTEM MAINTENANCE AND IMPROVEMENTS, EXTENDED SHERIFF SURVEILLANCE AND PROTECTION, AND FIRE PROTECTION  
Entry Number: 586200  
Book: 1014 Page: 868
13. COVENANT TO RUN WITH LAND  
Dated: September 27, 1971  
Purpose: THE ESTABLISHMENT OF A COUNTY SERVICE AREA OR AREAS TO INCLUDE SNOW REMOVAL, STORM WATER DRAINAGE SYSTEM MAINTENANCE AND IMPROVEMENTS, EXTENDED SHERIFF SURVEILLANCE AND PROTECTION, AND FIRE PROTECTIONS  
Recorded: January 24, 1973  
Entry Number: 586208  
Book: 1014 Page: 882
14. RESTRICTIVE COVENANTS FOR LIBERTY MEADOWS SUBDIVISION  
Recorded: January 24, 1973  
Entry Number: 586209  
Book: 1014 Page: 884  
  
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. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND 1969 FARMLAND ASSESSMENT ACT  
Recorded: May 3, 2011  
Entry Number: 2525620
16. SUBJECT TO THE TERMS, CONDITIONS AND/OR RESTRICTIONS OF THAT CERTAIN BRETT AND CARLY SATTERTHWAITE TRUST, DATED THE 1<sup>ST</sup> DAY OF AUGUST, 2002, AS DISCLOSED IN ENTRY NUMBER: 1985944, OF WEBER COUNTY RECORDS.

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

Stewart Title Guaranty Company

Case No: 130528

## COMMITMENT

### SCHEDULE B - Section II

#### Exceptions

17. TRUST DEED

Dated: April 1, 2008

Amount: \$1,785,000.00

Trustor: THE BRETT AND CARLY SATTERTHWAITE TRUST, ALSO SHOWN OF RECORD AS THE BRETT & CARLY SATTERTHWAITE TRUST, DATED THE 1<sup>ST</sup> DAY OF AUGUST 2002, BRETT L. SATTERTHWAITE AND CARLY S. SATTERTHWAITE, TRUSTEES

Beneficiary: WELLS FARGO BANK, NATIONAL ASSOCIATION

Trustee: AMERICAN SECURITIES COMPANY OF UTAH, A UTAH CORPORATION

Recorded: April 4, 2008

Entry Number: 2332716

18. TRUST DEED

Dated: June 1, 1993

Amount: \$39,000.00

Trustor: LYNN C. SATTERTHWAITE AND MELANIE C. SATTERTHWAITE

Beneficiary: TRIPLE "A" INVESTMENT CO., A PARTNERSHIP

Trustee: ASSOCIATED TITLE COMPANY, A UTAH CORPORATION

Recorded: June 25, 1993

Entry Number: 1233314

Book: 1669 Page: 1207

19. TRUST DEED

Dated: March 13, 2006

Amount: \$220,000.00

Trustor: LYNN C. SATTERTHWAITE AND MELANIE C. SATTERTHWAITE

Beneficiary: ZIONS FIRST NATIONAL BANK

Trustee: ZIONS FIRST NATIONAL BANK

Recorded: April 18, 2006

Entry Number: 2173721

20. SUBJECT TO THE CONDITIONS OF THAT CERTAIN DIVORCE DECREE BETWEEN CARLY SHAYE SATTERTHWAITE PLAINTIFF, AND BRETT LYNN SATTERTHWAITE DEFENDANT, FILED IN WEBER COUNTY DISTRICT COURT, DATED OCTOBER 19, 2012 AS CIVIL NUMBER 104901766.

21. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES:

LYNN C. SATTERTHWAITE  
MELANIE C. SATTERTHWAITE  
BRETT L. SATTERTHWAITE  
CARLY S. SATTERTHWAITE

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

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

Stewart Title Guaranty Company

Case No: 130528

## COMMITMENT

### SCHEDULE B - Section II

#### Exceptions

NONE

23. 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.
24. 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)



## 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.

LIBERTY MEADOWS SUBDIVISION  
LOTS 9 - 18

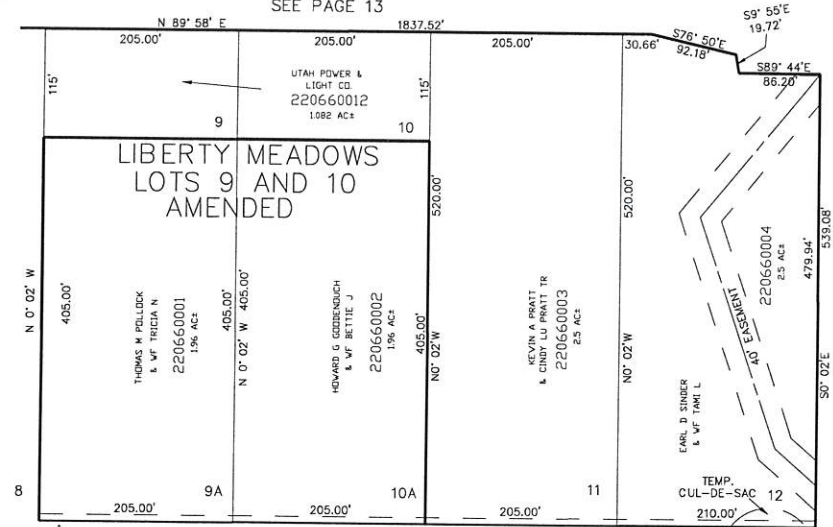
TAXING UNIT: 36

LIBERTY MEADOWS SUBDIVISION  
LOTS 9 & 10 AMD.

IN WEBER COUNTY  
SCALE 1" = 100'

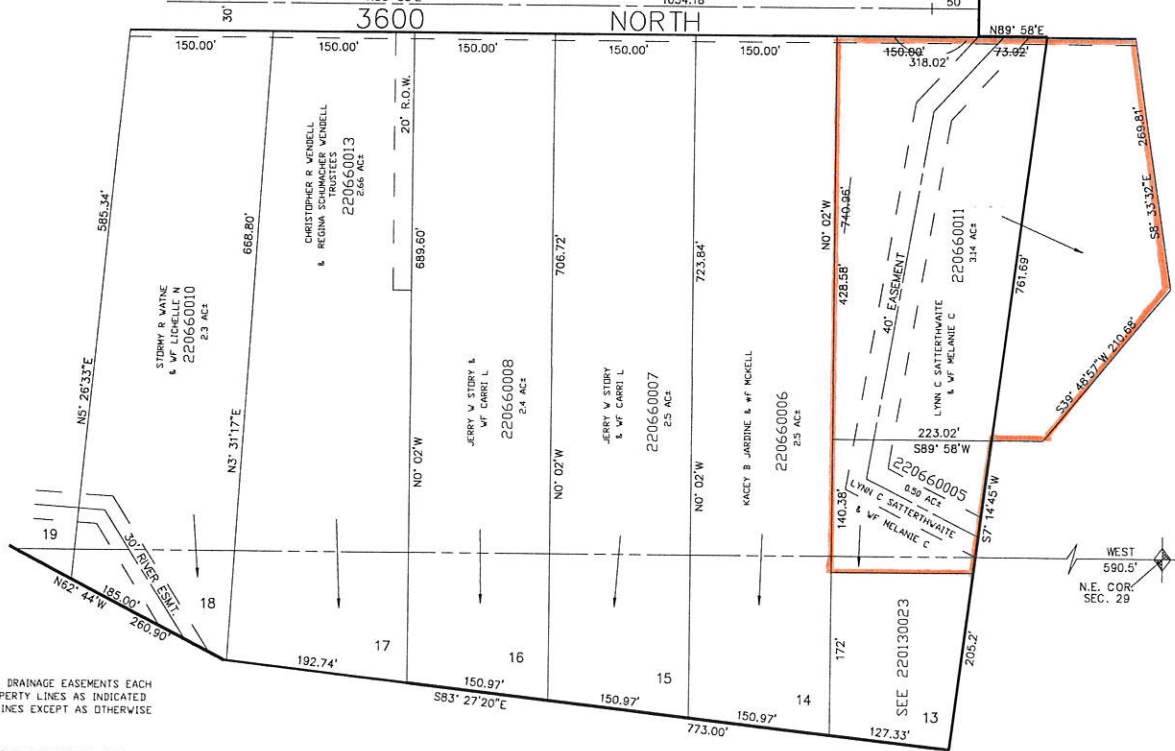
SEE PAGE 13

FOR COMPLETE ENG DATA SEE  
ORIGINAL DEDICATION PLAT IN  
BOOK 44, PAGE 22 OF RECORDS.



SEE PAGE 65

SEE PAGE 13



7' UTILITY & DRAINAGE EASEMENTS EACH  
SIDE OF PROPERTY LINES AS INDICATED  
BY DASHED LINES EXCEPT AS OTHERWISE  
SHOWN.

FOR COMPLETE ENG DATA SEE  
ORIGINAL DEDICATION PLAT IN  
BOOK 17, PAGE 68 OF RECORDS.

SEE PAGE 23-1

## 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.
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 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/>>.*



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