

North American Title Company  
290 South Main Street  
Bountiful, UT 84010  
Phone: 801-296-2880  
Fax: 801-207-8477

COMMITMENT FOR TITLE INSURANCE

Commonwealth Land Title Insurance Company

Order Number: 5024898

Reference Number: 40902-14-04066

**Schedule A**

1. Effective Date: 10/20/2014 at 8:00 AM
2. Policy or Policies to be issued:
  - A. Policy to be Insured:  
2006 Owners Policy  
**Proposed Insured:** Brad Kap and Amy Kap  
**Amount of Insurance:** \$79,900.00  
**Premium:** \$605.00
3. The estate or interest in the land described or referred to in this Commitment is  
  
Fee Simple
4. Title to the estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and is at the effective date hereof vested in:  
  
Allan W. Robinson and Debra R. Robinson, husband and wife, as joint tenants, with full rights of survivorship
5. The land referred to in this Commitment is situated in the County of Weber, State of Utah, and described as follows:  
  
See Exhibit "A" attached hereto, and by this reference made a part hereof:  
  
The address of said property is: UT (vacant land)

Countersigned:



North American Title Company  
290 South Main Street  
Bountiful, UT 84010

This Commitment is invalid unless Schedules B and Cover are attached.

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## **Schedule B Section 1 Requirements**

Requirements:

- A. Pay the full consideration to, or for the account of, the grantors or mortgagors.
- 1. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- 2. 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.
- 3. Pay all premiums, fees and charges for this report, and any Policy issued hereunder.
- 4. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this commitment who will receive an interest in the land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.

NOTICE TO APPLICANT: The land covered herein may be served by districts or service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc., which are not covered by this report or insured under a Title Insurance Policy issued hereunder.

## **Schedule B Section 2 Exceptions**

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:

1. Any facts, rights, interest, 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, for services, labor, or material heretofore or hereafter furnished, imposed by law 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. Taxes or special 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.
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.

Exception Numbers 1 through 8 will not appear in any Extended Coverage Mortgage Policy to be issued hereunder.

9. Taxes for the year 2014 are now due and payable, but will not become delinquent until November 30th. Tax ID No. 15-027-0103. (2014 taxes are \$2.05.)

Subject to any and all re-assessments by the County Treasurer, by reason of an incorrect assessment during a previous year.

10. Said property is located within the boundaries of Weber Basin Water Conservancy District, Taylor-West Weber Culinary Water Improvement District (731-1668), and Weber County Fire Protection Service Area No. 4, and is subject to the charges and assessments levied thereunder.
11. Resolution 23-2005, a resolution of the Board of County Commissioners of Weber County creating and establishing a special service district throughout all of Weber County, to be known as the "Weber Area Dispatch 911 and Emergency Services District", recorded January 24, 2006, as Entry No. 2156401 of Official Records.

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## Schedule B Section 2 Exceptions continued

12. Resolution No. 27-2012, from the Board of County Commissioners of Weber County confirming the tax to be levied for Municipal Services provided to the unincorporated area of Weber County, recorded December 13, 2012, as Entry No. 2610456 of Official Records. (Collected with taxes)
13. The terms and provisions of the Farmland Assessment Act of 1969" in Title 59 Chapter 2, Part 5 of the Utah Code, and amendments thereof, disclosed by that certain Application for Taxation of Agricultural Land, dated February 25, 2008, and recorded March 11, 2008, as Entry No. 2327303, of Official Records, which, in part, provides for the right of Weber County to reassess said property for previous years and the collection of additional taxes resulting from any such reassessment.
14. 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. 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.
15. Any water rights or claims or title to water in or under the land.
16. THE EFFECTS OF THAT CERTAIN OIL AND GAS LEASE IN FAVOR OF VIKING EXPLORATION, INC., and the terms, conditions and limitations contained therein:  
Recorded: March 7, 1980  
Book/Page: 1347/356  
  
ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS and the terms, conditions and limitations contained therein:  
Recorded: February 18, 1981  
Entry No.: 830192  
Book/Page: 1376/993  
  
ASSIGNMENT OF OIL AND GAS LEASES and the terms, conditions and limitations contained therein:  
Recorded: December 8, 1981  
Entry No.: 848471  
Book/Page: 1394/353  
  
ASSIGNMENT OF OIL AND GAS LEASES and the terms, conditions and limitations contained therein:  
Recorded: January 15, 1982  
Entry No.: 850385  
Book/Page: 1396/306  
  
RE-ASSIGNMENT OF OIL AND GAS LEASES and the terms, conditions and limitations contained therein:  
Recorded: May 15, 1986  
Entry No.: 969118  
Book/Page: 1490/2070
17. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.

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## **Schedule B Section 2 Exceptions continued**

18. Subject to an irrigation ditch meandering across said property as disclosed by survey for the Jessica Jensen Subdivision to the East of said property.
19. Subject to a 20 foot driveway easement, as disclosed by Dedication Plat, in Book 36, at Page 32, of the Allan Robinson Subdivision. Said easement shown by drawing only and not by legal description.
20. Subject to substandard county roads dedicated or by right of use acknowledgment of substandard improvements and width, as disclosed by mesne instruments recorded on adjoining parcels previously being a part of description as a whole.
21. Restriction of high water marks and elevations of dykes as may be required and referenced by documents in adjoining parcels.
22. Any matters that might be disclosed by an accurate survey of said premises.

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.

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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.

NOTE: For informational purposes only, a 24 month chain of title is provided: A review of the records contained in the County Recorder's Office was conducted to the effective date of this commitment as shown in Schedule "A" herein and the following Deeds of Conveyance and/or Real Estate Purchase Contracts were found: None.

NOTE: Judgments were checked as to Allan W. Robinson and Debra R. Robinson and no unsatisfied judgments were found.

NOTE: Judgments were checked as to Brad Kap and Amy Kap and no unsatisfied judgments were found.

**Exhibit "A"**  
**(Legal Description)**

PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE BRASS CAP MONUMENT FOUND AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°44'18" EAST (NORTH BY RECORD) ALONG THE EAST LINE OF SAID SECTION AS CURRENTLY MONUMENTED 613.70 FEET TO THE TRUE POINT OF BEGINNING; AND RUNNING THENCE NORTH 00°44'18" EAST ALONG SAID SECTION LINE 736.30 FEET TO AN EXISTING 5/8" REBAR; THENCE LEAVING SAID SECTION LINE NORTH 89°15'37" WEST 583.00 FEET TO THE EAST RIGHT OF WAY LINE OF 4400 WEST STREET, THENCE SOUTH 00°44'18" WEST ALONG SAID RIGHT OF WAY LINE 150.00 FEET (117 FEET, MORE OR LESS, BY RECORD); THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 89°15'37" EAST 568.00 FEET, THENCE SOUTH 00°44'18" WEST 150.00 FEET, THENCE NORTH 89°15'37" WEST 568.00 FEET TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE, THENCE SOUTH 00°44'18" WEST ALONG SAID EAST RIGHT OF WAY LINE 1018.24 FEET TO THE NORTH RIGHT OF WAY LINE OF 700 NORTH STREET, THENCE SOUTH 89°22'56" EAST ALONG SAID NORTH RIGHT OF WAY LINE 283.00 FEET, THENCE LEAVING SAID NORTH RIGHT OF WAY LINE NORTH 00°44'18" EAST 290.35 FEET, THENCE SOUTH 89°22'56" EAST 150.00 FEET, THENCE NORTH 00°44'18" EAST 290.35 FEET, THENCE SOUTH 89°22'56" EAST 150.00 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING LANDS WITHIN THE DEBRA ROBINSON SUBDIVISION PHASE 2, OFFICIAL RECORDS, WEBER COUNTY, UTAH.

The following is shown for information purposes only: 15-027-0103