

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

File No.: 141936

**1. Effective Date:** April 07, 2015 at 8:00 AM

**2. Policy or Policies to be issued:**

**Amount of Insurance**

(a) A.L.T.A. Owner's Policy	2006 (Standard)	<b>Amount:</b>	\$65,000.00
		<b>Premium:</b>	\$466.00

Proposed Insured:

Mike Slater

(b) A.L.T.A. Loan Policy	2006 (Extended)	<b>Amount:</b>	
		<b>Premium:</b>	

Proposed Insured:

Lender

**3. The estate or interest in the land described or referred to in this Commitment is:**

Fee Simple

**4. Title to the said estate or interest in said land is at the Effective Date vested in:**

Allen P. Berrett and Judy G. Berrett As Trustees for Allen P. Berrett and Judy G. Berrett Under Trust Agreement dated December 17, 1998

**5. The land referred to in this Commitment is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO

For information purposes only, the property address is purported to be:  
None Assigned, UT

**Old Republic National Title Insurance Company**



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EXHIBIT "A"  
LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN.  
BEGINNING AT THE INTERSECTION OF AN EXISTING FENCE LINE AND EAST RIGHT-OF-WAY LINE OF 4300 WEST STREET BEING LOCATED NORTH 01 DEG 07 MIN 03 SEC EAST 332.34 FEET (334.55 FEET BY RECORD) AND SOUTH 59 DEG 08 MIN 57 SEC EAST 36.99 FEET (SOUTH 88 DEG 56 MIN 12 SEC EAST 37.01 FEET BY RECORD) FROM THE WEST QUARTER CORNER OF SAID SECTION 33: RUNNING THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEG 48 MIN 13 SEC EAST 151.65 FEET TO THE SOUTH LINE OF LOT 1 ELIAS ESTATES SUBDIVISION: THENCE ALONG SAID SOUTH LINE SOUTH 88 DEG 56 MIN 12 SEC EAST 266.67 FEET. THENCE SOUTH 01 DEG 48 MIN 13 SEC WEST 150.65 FEET (150.00 FEET BY RECORD) TO SAID EXISTING FENCE LINE: THENCE ALONG SAID EXISTING FENCE LINE AND ITS EXTENSIONS NORTH 89 DEG 08 MIN 57 SEC WEST 255.58 FEET (NORTH 88 DEG 56 MIN 12 SEC WEST 266.67 FEET BY RECORD) TO THE POINT OF BEGINNING.

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COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART I

File No. 141936

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.
6. Proper instrument(s) creating the estate or interest to be insured executed and duly filed for record, to-wit:

**Old Republic National Title Insurance Company**



**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II**

File No. 141936

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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Water rights, claims to water or water rights, whether or not shown in the public records.
3. 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 assessment on real property or by the public records.
4. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
5. Easements, liens encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
7. Taxes for the year 2014 have been paid in the amount of \$290.02. Taxes for the year 2015 are accruing as a lien but are not yet due or payable.  
SERIAL NUMBER: 15-090-0057

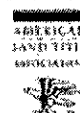
Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein

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, WEST WEBER / TAYLOR CEMETERY DISTRICT, WEBER / MORGAN HEALTH, TAYLOR / W WEBER CUL WATER DISTRICT, JUDGMENT LEVY - W.C., PARAMEDIC FUND, WEBER FIRE DISTRICT, STATE ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, UNINCORP WEBER COUNTY, WEBER 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 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.
11. Public Utility Easements including but not limited to utility lines, cable lines, overhead power lines and their supporting structures located over the property lines, as disclosed by a visual inspection of the subject property.

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PART II

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12. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: ELIAS PETERSON  
Grantee: THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO.  
Location: NO EXACT LOCATION  
Purpose: THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ITS LINES OF TELEPHONE AND TELEGRAPH, INCLUDING THE NECESSARY POLES, WIRES AND FIXTURES OVER, UPON AND ALONG THE PUBLIC ROADS, STREETS AND HIGHWAYS ON OR ADJOINING THE PROPERTY  
Book: / Page: N / 140

13. AGREEMENT

Dated: November 16, 1990  
By and Between: THE BOARD OF WATER RESOURCES AND WILSON IRRIGATION COMPANY  
Recorded: May 17, 1996  
Entry Number: 1406857  
Book: / Page: 1806 / 2976

14. EASEMENT TO USE DISTRIBUTION SYSTEM

Grantor: WILSON IRRIGATION COMPANY  
Grantee: BOARD OF WATER RESOURCES  
Location: SEE DEED  
Purpose: AN EASEMENT TO USE THE EXISTING WATER DISTRIBUTION SYSTEM OF CANALS, DITCHES, PIPELINES AND ALL APPURTENANT WORKS AND FACILITIES OF THE WILSON IRRIGATION COMPANY  
Dated: October 25, 1990  
Recorded: May 17, 1996  
Entry Number: 1406858  
Book: / Page: 1806 / 2985

15. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND 1969 FARMLAND ASSESSMENT ACT

Recorded: April 29, 2011  
Entry Number: 2525263

16. RESOLUTION NO. 27-2012

Purpose: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH, CONFIRMING THE TAX TO BE LEVIED FOR MUNICIPAL SERVICES PROVIDED TO THE UNINCORPORATED AREA OF WEBER COUNTY AND DESCRIBING THE SERVICES TO BE PROVIDED THEREIN  
Recorded: December 13, 2012  
Entry Number: 2610456

17. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY

Dated: December 1, 2014  
Recorded: January 20, 2015  
Entry Number: 2718461

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

Old Republic National Title Insurance Company



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EXISTING LOAN.

19. SUBJECT TO THE TERMS, CONDITIONS AND/OR RESTRICTIONS OF THAT CERTAIN ALLEN P. BERRETT AND JUDY G. BERRETT UNDER TRUST AGREEMENT DATED DECEMBER 17, 1998, AS DISCLOSED IN ENTRY NUMBER 2523237, OF WEBER COUNTY RECORDS.

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

MIKE SLATER  
ALLEN P. BERRETT  
JUDY G. BERRETT  
ALLEN P. BERRET AND JUDY G. BERRETT UNDER TRUST AGREEMENT  
BRYCE BALITT

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

NONE

22. 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.

23. 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.

END OF SCHEDULE B II

Old Republic National Title Insurance Company



# Mountain View Title and Escrow Privacy Policy Notice

## PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Mountain View Title and Escrow.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Rev. 08/28/01

## Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota 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 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 (6) 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.

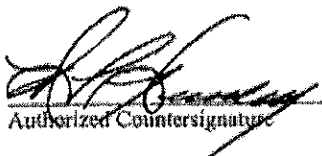
IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

*Continued on back page*

*Issued through the Office of  
Mountain View Title and Escrow  
5732 South 1475 East #100  
Ogden, UT 84403  
(801) 479-1191*

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
*A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111*

By  President  
Attest  Secretary

  
Authorized Countersignature



## 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/>.