File No. 146469

- 1. Effective Date: January 08, 2016 at 8:00 A.M.
- 2. Policy or Policies To Be Issued:
 - (a) A.L.T.A. Owner's 2006 (Standard)

Amount Premium Amount of Insurance

(b) A.L.T.A., Loan

2006 (Standard)

Amount Premium

Proposed Insured: Lender

- 3. The estate or interest in the land described or referred to in this Commitment and covered herein is: Fee Simple
- 4. Title to said estate or interest in said land is at the effective date hereof vested in:

PARCELS 1 AND 2:

Aren Zamani, Jeffery Callahan and Joseph Callahan or Kyla R. Callahan, or Their Successor, as Trustee Under Agreement with The Callahan Family Trust dated the 7th day of August, 2013, each as to an undivided 1/3 interest

PARCELS 3, 4, 6 AND 7: R. Colby Keddington, Christine C. Keddington Husband and Wife as joint tenants

PARCEL 5: Jeffrey M. Callahan, and Richard J. Vance

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: Proposed Wilcox Camping and Boating, Resort 2nd Amendment, UT



EXHIBIT A LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH, AND BEING ALL OF LOTS 1, 2, 3, 4 AND 5 AND PART OF LOTS 5 AND 6, WILCOX CAMPING AND BOATING RESORT, WEBER COUNTY, UTAH. BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID WILCOX CAMPING AND BOATING RESORT AS MONUMENTED BY A REBAR AND CAP, BEING ALSO THE NORTHWEST CORNER OF PARCEL "A" AS PER RECORD OF SURVEY NO. 3252, RECORD OF THE WEBER COUNTY SURVEYOR;

THENCE SOUTH 37°15'00" EAST 280.88 FEET ALONG THE EAST LINE OF SAID WILCOX CAMPING AND BOATING RESORT TO THE NORTHEAST CORNER OF THE WILCOX CAMPING AND BOATING RESORT, 1ST AMENDMENT, ACCORDING TOT HE OFFICIAL PLAT THEREOF;

THENCE SOUTH 53°22'30" WEST 147.93 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 48°06'09" WEST 73.16 FEET TO THE SOUTHWEST CORNER OF LOT 5, WILCOX CAMPING AND BOATING RESORT;

THENCE NORTH 49°00'18" WEST 56.69 FEET OT A REBAR AND CAP;

THENCE NORTH 30°15'42" WEST 82.63 FEET ALONG THE WEST LINE OF ORIGINAL LOTS 3 AND 4, WILCOX CAMPING AND BOATING RESORT;

THENCE NORTH 31°18'21" WEST 70.21 FEET ALONG THE WEST LINE OF ORIGINAL LOTS 2 AND 3 OF SAID SUBDIVISION;

THENCE NORTH 29°35'32" WEST 109.55 FEET ALONG THE WEST LINE OF ORIGINAL LOT 1 OF SAID SUBDIVISION TO A REBAR AND CAP;

THENCE NORTH 89°44'00" WEST 16.00 FEET TO A REBAR AND CAP;

THENCE SOUTH 29°14'33" EAST 267.67 FEET TO A REBAR AND CAP;

THENCE 68°26'33" WEST 9.37 FEET TO A REBAR AND CAP;

THENCE NORTH 45°15'48" WEST 178.49 FEET;

THENCE NORTH 30°23'13" WEST 129.49 FEET TO A REBAR AND CAP;

THENCE NORTH 89°44'23" WEST 27.44 FEET TO THE CENTERLINE OF A COUNTY ROAD;

THENCE NORTH 47°58'00" WEST 44.75 FEET ALONG SAID CENTERLINE;

THENCE NORTH 90°00'00" EAST 301.28 FEET;

THENCE SOUTH 37°15'00" EAST 39.35 FEET TO THE POINT OF BEGINNING.



File No.: 146469

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:



File No.: 146469

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. 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.
- 3. 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.
- 4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
- 5. 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.
- 6. (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; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by 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.
- 7. 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.
- 8. PARCEL 1

Taxes for the year 2015 have been paid in the amount of \$12.39. Taxes for the year 2016 are accruing as a lien but are not yet due or payable. SERIAL NUMBER: 20-018-0004

PARCEL 2

Taxes for the year 2015 have been paid in the amount of \$359.66. Taxes for the year 2016 are accruing as a lien but are not yet due or payable. SERIAL NUMBER: 20-019-0002

PARCEL 3

Taxes for the year 2015 have been paid in the amount of \$9.76. Taxes for the year 2016 are accruing as a lien but are not vet due or pavable. SERIAL NUMBER: 20-019-0014

PARCEL 4

Taxes for the year 2015 have been paid in the amount of \$7.13. Taxes for the year 2016 are accruing as a lien but are not yet due or payable. SERIAL NUMBER: 20-019-0001



PARCEL 5

Taxes for the year 2015 have been paid in the amount of \$1,177.31. Taxes for the year 2016 are accruing as a lien but are not vet due or pavable. SERIAL NUMBER: 20-019-0003

PARCEL 6

Taxes for the year 2015 have been paid in the amount of \$316.83. Taxes for the year 2016 are accruing as a lien but are not vet due or pavable. SERIAL NUMBER: 20-019-0004

PARCEL 7

Taxes for the year 2015 have been paid in the amount of \$1,082.72. Taxes for the year 2016 are accruing as a lien but are not yet due or payable. SERIAL NUMBER: 20-019-0005

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

9. 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, EDEN CEMETERY DISTRICT, WEBER / MORGAN HEALTH, JUDGMENT LEVY - W.C., PARAMEDIC FUND, WEBER FIRE DISTRICT, STATE ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, OGDEN VALLEY GAS IMP DISTRICT, 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

- 10. 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
- 11. RESERVATION IN PATENT

Purpose: RESERVING TO UNITED STATES OF AMERICA ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING AGRICULTURAL, MANUFACTURING, ETC., AND SUBJECT TO THE RIGHT OF A PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED. Book: 817 Page: 358

12. WATER RIGHTS

Purpose: SUBJECT TO THE RIGHTS OF DONALD EARL PECKENPAUGH TOGETHER WITH FULL RIGHT TO THE PERPETUAL USE OF A SUFFICIENT SUPPLY OF PIPED WATER FROM RESERVOIR IN WHEELER CANYON, FOR ALL CULINARY, BATHROOM, AND GARDENING PURPOSES AS RESERVED IN WARRANTY DEED. Book: 114 Page: 7

13. EASEMENT AND CONDITIONS CONTAINED THEREIN Grantee: THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, ITS SUCCESSORS AND ASSIGNS



Purpose: FOR THE RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, OPERATE MAINTAIN AND REPAIR ITS LINES OF TELEPHONE AND TELEGRAPH. Recorded: December 12, 1955 Entry Number: 247786 Book: 499 Page: 505

- RIGHT OF WAY AND EASEMENT GRANT Grantor: LOFTUS INVESTMENT, LTD Grantee: TIMOTHY S. HOLDEN AND AMELIA J. HOLDEN Location: SEE DEED Purpose: FOR INGRESS AND EGRESS ONLY OVER THE PROPERTY Dated: October 9, 2003 Recorded: December 5, 2003 Entry Number: 1996931
- 15. Subject to a 16' right of way through various lots as disclosed on dedication plat.
- 16. Subject to the Wheeler Creek and the effect of the meandering courses of said river upon the boundary description of the subject property.
- 17. Access to subject property is not from a dedicated street, therefore any access is assumed to be a prescriptive easement, in which Company is not insuring. Proposed Insured may be subject to maintenance, repair and/.or alteration of said road, by agreement, which may or may not be of record.
- 18. RIGHT OF WAY AND EASEMENT GRANT Grantor: NATHAN R, SCHULTZ Grantee: PACIFICORP, AN OREGON CORPORATION, D/B/A ROCKY MOUNTAIN POWER ITS SUCCESSORS AND ASSIGNS Location: AN EASEMENT FOR A RIGHT OF WAY 10 FEET IN WIDTH AND 40 FEET IN LENGTH, MORE OR LESS Purpose: FOR THE CONSTRUCTION, RECONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT, AND REMOVAL OF ELECTRIC POWER TRANSMISSION, DISTRIBUTION AND COMMUNICATION LINES AN ALL NECESSARY OR DESIRABLE ACCESSORIES AND APPURTENANCES THERETO, INCLUDING WITHOUT LIMITATION: SUPPORTING TOWERS, POLES, PROPS, GUYS AND ANCHORS, INCLUDING GUYS AND ANCHORS OUTSIDE OF THE RIGHT OF WAY; WIRES, FIBERS, CABLES AND OTHER CONDUCTORS AND CONDUITS THEREFOR; AND PADS, TRANSFORMERS, SWITCHES, VAULTS AND CABINETS, ALONG THE GENERAL COURSE NOW LOCATED BY GRANTEE ON. OVER, OR UNDER THE SURFACE OF THE REAL PROPERTY OF GRANTOR Dated: April 9, 2012 Recorded: January 3, 2013 Entry Number: 2613866

NOTICE OF MORTGAGE	
Dated:	April 1, 2013
Recorded:	April 5, 2013
Entry Number:	2628653

- 19. ANY MATTERS CONTAINED IN THAT CERTAIN SURVEY FROM MOUNTAIN ENGINEERING PERFORMED BY JESS W. HOLYOAK, UTAH LAND SURVEYOR REGISTRATION NO. 4804857, HAVING A JOB NO. 16-52.
- 20. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY Dated: December 1, 2014



Recorded: January 20, 2015 Entry Number: 2718461

- 21. NOTICE OF NON-BUILDABLE PARCEL Dated: June 17, 2014 Recorded: June 17, 2014 Entry Number: 2690873 (AFFECTS PARCEL 5)
- REVOLVING CREDIT DEED OF TRUST Dated: March 24, 2014 Amount: \$100,000.00 Trustor: R. COLBY KEDDINGTON AND CHRISTINE C. KEDDINGTON Beneficiary: ZIONS FIRST NATIONAL BANK Trustee: ZIONS FIRST NATIONAL BANK Recorded: April 4, 2014 Entry Number: 2681262 (AFFECTS PARCELS 4 AND 6)
- 23. DEED OF TRUST WITH ASSIGNMENT OF RENTS Dated: December 18, 2014 Amount: \$70,000.00 Trustor: JEFFREY M. CALLAHAN AND RICHARD J. VANCE Beneficiary: WESTERN MORTGAGE SERVICES CORPORATION Trustee: EDWIN B. PARRY, ATTORNEY-AT-LAW Recorded: December 19, 2014 Entry Number: 2715202 (AFFECTS PARCEL 5)

ASSIGNMENT OF TRUST DEEDAssignor:WESTERN MORTGAGE SERVICES CORPORATIONAssignee:IVAN ORVILLE JENSEN TRUST WITH IVAN ORVILLA JENSENRecorded:July 30, 2015Entry Number:2748531(AFFECTS PARCEL 5)

- 24. REVOLVING CREDIT DEED OF TRUST Dated: February 18, 2014 Amount: \$128,000.00 Trustor: R. COLBY KEDDINGTON AND CHRISTINE C. KEDDINGTON Beneficiary: ZIONS FIRST NATIONAL BANK Trustee: ZIONS FIRST NATIONAL BANK Recorded: February 28, 2014 Entry Number: 2676864 (AFFECTS PARCEL 7)
- 25. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

AREN ZAMANI JEFFERY CALLAHAN THE CALLAHAN FAMILY TRUST



R. COLBY KEDDINGTON RICHARD J. VANCE

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

NONE

- 27. 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.
- 28. 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.



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business-to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?	
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No	
For our marketing purposes to offer our products and services to you.	Yes	No	
For joint marketing with other financial companies	No	We don't share	
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	Yes	No	
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share	
For our affiliates to market to you For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.	
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share	

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 146469

Page 1 Revised 11-19-2013

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Mountain View Title and Escrow DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Mountain View Title and Escrow, and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Mountain View Title and Escrow, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?	
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, malling, and auditing services, and responding to court orders and legal investigations.		Νο	
For our marketing purposes to offer our products and services to you.	Yes	No	
For joint marketing with other financial companies	No	We don't share	
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No	
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share	
For our affiliates to market to you	Yes	No	
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share	

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practic	es		
How often do/does Mountain View Title and Escrow notify me about their practices?		We must notify you about our sharing practices when you request a transaction.	
How do/does Mountain View Title and Escrow protect my personal information?		To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.	
How do/does Moun Escrow collect my	itain View Title and personal information?	 We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies. 	
What sharing can I limit?		Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.	
Contact Us	If you have any questions about this privacy notice, please contact us at: Mountain View Title and Escrov 5732 South 1475 East, #100, Ogden, UT 84403		

ALTA Commitment (6/17/06)

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE Issued by

STEWART TITLE GUARANTY COMPANY

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:

Mountain View Title and Escrow 5732 South 1475 East #100 Ogden, UT 84403 (801) 479-1191

Authorized Countersignation



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Matt Morris President and CEO

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Denise Carraux Secretary

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File No. 146469 004-UN ALTA Commitment (6/17/06)

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 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< <u>http://www.alta.org/</u>>.

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.



File No. 146469 004-UN ALTA Commitment (6/17/06)



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AVERATING STATES	ate
	2/8/2016
Scale: 1 inch= 64 feet File: survey.ndp	
Tract 1: 1.7339 Acres (75527 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1835 ft. 01 s37.1500e 280.88 11 n45.1548w 178.49 02 s53.2230w 147.93 12 n30.2313w 129.49 03 n48.0609w 73.16 13 n89.4423w 27.44 04 n49.0018w 56.69 14 n47.5800w 44.75 05 n30.1542w 82.63 15 n90.0000e 301.28 06 n31.1821w 70.21 16 s37.1500e 39.35 07 n92.3532w 109.55 08 n89.4400w 16 09 s29.1433e 267.67 10 s68.2633w 9.37	





