



Kori A. Cannon
Escrow Officer

Stewart Title Insurance Agency of
Utah, Inc.
1518 North Woodland Park Drive,
Ste 600
Layton, UT 84041
(801) 774-5511 Phone
(801) 776-5262 Fax
kori.cannon@stewart.com

We appreciate your order for the title work on the property referenced below. Please find the attached title commitment for your review which contains important information regarding this transactions.

Questions?

This transaction is available on SureClose, our secure transaction management system. SureClose will take your paper mess and turn it paperless by providing all of your Real Estate and Closing documents online, anytime, anywhere. Contact your Escrow Officer at Stewart Title Insurance Agency of Utah, Inc. to obtain your secure login and password.

When calling regarding this real estate transaction, please reference the following information:

Escrow Officer:
Email Address:
Order Number:
Property Address:

Kori A. Cannon
kori.cannon@stewart.com
01459-18040
4091 N 4200 E
Huntsville, UT 84317
4087 North 4200 East
Huntsville, UT 84317
N/A
UT

Seller
Buyer/Borrower:

**Angie Dehann Boswell, Nathan Scott Boswell, Mula,
LLC, as to Parcel 2, and Boswell Plaza LLC, as to
Parcels 3 and 4**

Your review of the report will eliminate any surprises at the closing table, allow time to address any problems which may require your attention, provide up to date facts which may affect your clients, and assure a smooth closing.

Your business is very valuable to us. We are staffed and ready to provide you with the best service possible. If we ever fall short of your expectations, please notify us immediately as we are committed to your success.

Sincerely,

Kori A. Cannon
Escrow Officer

NOTICE

Due to change to the Good Funds requirements per Utah Code 31A-23a-406, all funds received by the Company must be made by bank wire transfer.

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.

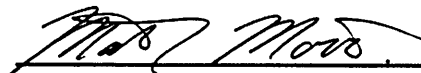
This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

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:


Authorized Countersignature

stewart
title guaranty company


Matt Morris
President and CEO

Stewart Title Insurance Agency of
Utah, Inc.
1518 North Woodland Park Drive, Ste
600
Layton, UT 84041
(801) 774-5511




Denise Carraux
Secretary



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.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. 01459-18040

1. **Effective Date:** January 08, 2016 at 8:00 A.M.

2. **Policy or Policies To Be Issued:**

Amount of Insurance

(a) A.L.T.A. Owner's	2006 (Standard)	Amount Premium
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(b) A.L.T.A.. Loan	2006 (Standard)	Amount Premium
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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:**

Angie Dehann Boswell, Nathan Scott Boswell, and their successors, as trustee(s) of the The Angie D. Boswell Family Trust, u/t/a dated March 18, 2004, as amended and restated on May 19, 2011, as to Parcel 1

Mula, LLC, as to Parcel 2

and

Boswell Plaza LLC, as to Parcels 3 and 4

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:

4091 N 4200 E, Huntsville, UT 84317
4087 North 4200 East, Huntsville, UT 84317
N/A, UT



**EXHIBIT A
LEGAL DESCRIPTION**

Parcel 1: (22-278-0002)

Lot 2, ASPEN FALLS ESTATES CLUSTER SUBDIVISION, according to the Official Plat thereof as recorded in the Office of the Weber County Recorder, State of Utah.

Parcel 2: (22-278-0003)

Lot 3, ASPEN FALLS ESTATES CLUSTER SUBDIVISION, according to the Official Plat thereof as recorded in the Office of the Weber County Recorder, State of Utah.

Parcel 3: (22-278-0012)

Agricultural Preservation Parcel, ASPEN FALLS ESTATES CLUSTER SUBDIVISION, according to the Official Plat thereof as recorded in the Office of the Weber County Recorder, State of Utah.

Parcel 4: (22-278-0011)

All Open Spaces A, B, C and all privated roads, ASPEN FALLS ESTATES CLUSTER SUBDIVISION, according to the Official Plat thereof as recorded in the Office of the Weber County Recorder, State of Utah.

Tax ID: 22-278-0002, 22-278-0003, 22-278-0012, and 22-278-0011



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

File No.: 01459-18040

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
3. Pay all general and special taxes now due and payable.
4. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Assoc. or other recognized arbitrator a copy of which is available on request and can be obtained from the Company. Any decision reached by arbitration shall be binding upon both you and 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 property jurisdiction.
5. This Commitment will be subject to 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 of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.
6. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.
7. Notice to Applicant: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.
8. Notice to Applicant: The land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.
9. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
10. Standard Exceptions 1 - 7 of Schedule B, Section 2, will be eliminated from the ALTA Loan Policy and the ALTA Homeowner's Policy upon satisfaction of any underwriting requirements.



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

File No.: 01459-18040

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. Taxes for the year 2016 are now a lien, but not yet due. Tax ID No. 22-278-0002.
(2015 taxes were paid in the amount of \$5,556.18)
(Affects Parcel 1)

Taxes for the year 2016 are now a lien, but not yet due. Tax ID No. 22-278-0003.
(2015 taxes were paid in the amount of \$940.86)
(Affects Parcel 2)

Taxes for the year 2016 are now a lien, but not yet due. Tax ID No. 22-278-0012.
(2015 taxes were paid in the amount of \$3,196.52)
(Affects Parcel 3)

Taxes for the year 2016 are now a lien, but not yet due. Tax ID No. 22-278-0011.
(2015 taxes were **EXEMPT.**)
(Open Space/Common)
(Affects Parcel 4)
9. Said property is located within the boundaries of Weber Basin Water Conservancy District, Weber County Fire Protection Service Area No. 4, Weber County Service Area No. 5, Ogden Valley Natural Gas Improvement District



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

and Liberty Park, and is subject to the charges and assessments levied thereunder.

10. Resolution No. 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.
11. The terms and conditions of that certain Certificate of Creation, creating and establishing the Northern Utah Environmental Resource Agency, and any future charges and assessments that may be levied thereunder, recorded January 20, 2015, as Entry No. 2718461, of Official Records.
12. 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, or 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 interest that are not listed.
13. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.
14. Fees, Assessments, and Transfer Fees, if any, due the Aspen Falls Estates Homeowners Association.
15. Subject to easements, building setback lines, restrictions, dedications or offer for dedications if any, conditions of approval if any, and notes if any, all as set forth on the recorded plat.
16. Notes/Narrative/Agricultural Notice, as set forth on the recorded plat and the terms, conditions and limitations contained therein.
17. 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.)
18. Underground Right of Way Easement upon the terms and conditions therein provided, in favor of PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, recorded February 4, 2011 as Entry No. 2514305, of Official Records. (Affects Parcel 4)
19. Weber County Subdivision Improvement Agreement and the terms, conditions and limitations contained therein, recorded December 7, 2007, as Entry No. 2309321, of County Records.

Weber County Existing Subdivision Improvement Agreement and the terms, conditions and limitations contained therein, recorded March 9, 2010, as Entry No. 2462052, of County Records.
20. Declaration of Granting of an Agricultural Preservation Easement Over and Across Portions of Aspen Falls Estates Cluster Subdivision and the terms, conditions and limitations contained therein, recorded December 7, 2007, as Entry No. 2309322, of County Records. (Affects Parcel 2 and Parcel 4)
21. Onsite Wastewater Disposal Systems Deed Covenant and Restriction and the terms, conditions and limitations contained therein, recorded December 7, 2007, as Entry No. 2309323, of County Records.
22. Covenants, Conditions, Restrictions, Easements, and assessments, if any, recorded December 13, 2007 as Entry No. 2310353, of Official Records, but deleting restrictions, if any, based on race, color, religion or national origin.



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

(Copies will be provided upon request)

Said Declaration provides among other things for the formation of a management board which has the power to assess charges for maintenance.

23. Covenant Restricting Use of Land and the terms, conditions and limitations contained therein, recorded January 18, 2012, as Entry No. 2558540, of County Records. (Affects Parcel 1)
24. A Deed of Trust executed by Nate Boswell and Angie Boswell and Benjamin DeHaan and Patty Dehaan, as to Parcel 1, Ben and Patty Dehaan, Trustees of the Ben and Patty Family Trust, dated May 13, 2004, as to Parcel 2. Nathan Scott Boswell and Angie Dehaan Boswell, Trustees of the Boswell Family Trust, dated March 18, 2005, as to Parcel 3 and Our House of Riverton, LLC, as to Parcel 4 as TRUSTOR and Goldenwest Federal Credit Union as TRUSTEE, in the stated amount of \$540,000.00, in favor of Goldenwest Federal Credit Union as BENEFICIARY, dated October 8, 2009 and recorded October 9, 2009 as Entry No. 2438753, of Official Records. (Affects Parcel 2, Parcel 3 and Parcel 4, and other property)
25. A Deed of Trust executed by Nate Boswell and Angie Boswell as TRUSTOR and Goldenwest Federal Credit Union as TRUSTEE, in the stated amount of \$568,500.00, in favor of Goldenwest Federal Credit Union, a Corporation as BENEFICIARY, dated March 30, 2011 and recorded April 1, 2011 as Entry No. 2521956, of Official Records. (Affects Parcel 1)
26. A Deed of Trust executed by Angie Dehann Boswell and Nathan Scott Boswell and as TRUSTOR and Bonneville Superior Title Company as TRUSTEE, in the stated amount of \$417,000.00, in favor of Mortgage Electronic Registration Systems Inc., acting solely as nominee for Goldenwest Federal Credit Union, a Federal Credit Union as BENEFICIARY, dated February 23, 2012 and recorded February 24, 2012 as Entry No. 2563747, of Official Records. (Affects Parcel 1)
27. A Revolving Credit Deed of Trust executed by Angie Dehann Boswell and Nathan Scott Boswell as TRUSTOR and Goldenwest Federal Credit Union as TRUSTEE, in the stated amount of \$203,000.00, in favor of Goldenwest Federal Credit Union as BENEFICIARY, dated March 30, 2011 and recorded February 24, 2012 as Entry No. 2563748, of Official Records. This is a Revolving Equity Line Deed of Trust and special handling of payoff is required. **REQUIREMENT:** A Request to Close Revolving Credit Loan must be obtained and submitted with Payoff. (Affects Parcel 1)
- Loan Modification Agreement and the terms, conditions and limitations contained therein, recorded March 5, 2014, as Entry No. 2677341, of County Records.
28. A Deed of Trust executed by Boswell Plaza, LLC as TRUSTOR and Northern Title Company as TRUSTEE, in the stated amount of \$408,488.55, in favor of Cache Valley Bank as BENEFICIARY, dated February 19, 2014 and recorded February 20, 2014 as Entry No. 2675850, of Official Records. (Affects Parcel 2, Parcel 3 and Parcel 4, and other property)
29. Affidavit and the terms, conditions and limitations contained therein, recorded March 9, 2015, as Entry No. 2725109, of County Records.
30. Subject to the Terms, Conditions and Stipulations of the Trust referred to herein. **REQUIREMENT:** A copy of the instrument creating said trust must be submitted for review.

NOTE: Judgments have been checked against the following:

Angie Dehann Boswell and Nathan Scott Boswell, Individually and as Trustee

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

The Angie D. Boswell Family Trust
Mula, LLC
Boswell Plaza LLC

There were NO judgments found.

CHAIN OF TITLE

According to the Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

Document Name: Warranty Deed
Recording Date: June 30, 2015
Grantor: Boswell Plaza, LLC
Grantee: Mula, LLC
Entry No.: 2743276
(Affects Parcel 2)

Document Name: Warranty Deed
Recording Date: October 14, 2009
Grantor: Benjamin Dehaan and Patty Dehaan and Nate Boswell and Angie Boswell
Grantee: Boswell Plaza, LLC
Entry No.: 2439289
(Affects Parcel 3 and Parcel 4)



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. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	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 <ul style="list-style-type: none"> ▪ 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

