

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 hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

Authorized Countersignature

Phillips-Hansen Land Title Company, Inc.  
Company Name

Brigham City, UT  
City, State

**stewart**  
title guaranty company



*Matt Morris*

Matt Morris  
President and CEO

*Denise Carraux*

Denise Carraux  
Secretary

**PHILLIPS - HANSEN  
LAND TITLE COMPANY**  
32 SOUTH MAIN STREET  
BRIGHAM CITY, UTAH 84302-2591  
1-435-723-6806

Copyright 2006-2009 American Land Title Association. All rights reserved.  
The use of this Form is restricted to ALTA licensees and ALTA members in good standing at the date of use.  
All other uses are prohibited. Reprinted under license from the American Land Title Association.



Deliver to: WEBER COUNTY  
Attn:  
Address:

Tel: Fax:

### Schedule A

Order Number: PH 14297

STEWART COMMITMENT

1. Effective Date: April 25, 2016 at 8:00 AM

2. Policy or Policies to be issued:	Amount of Insurance	Premium Amount
(a) A.L.T.A. Owner's Proposed Insured	\$ 0.00	\$ 0.00
(b) A.L.T.A. Mortgagee's Proposed Insured:	\$ 0.00	\$ 0.00

**ENDORSEMENTS :**

Total: \$ 0.00  
Premium Total: \$ 0.00  
Additional Charges: \$ 0.00

OTHER ENDORSEMENTS: \$  
OTHER SERVICES: \$

TOTAL: \$ 0.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is

FEE SIMPLE

4. Title to the estate or interest in said land is at the effective date hereof vested in:


BRADFORD J. DOBSON and AMY M. DOBSON, husband and wife, as joint tenants

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

21-026-0019, 21-024-0008

See Attached Exhibit "A"

PROPERTY KNOWN AS: TO BE DETERMINED



Authorized Countersignature

## EXHIBIT "A"

A PART OF THE SOUTHWEST QUARTER OF SECTION 16 AND THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 500 SOUTH STREET AND THE EAST RIGHT-OF-WAY LINE OF 8600 EAST STREET BEING A POINT LOCATED 630.04 FEET NORTH 89°25'00" WEST AND 760.64 FEET SOUTH 00°35'00" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 17 BEING A WEBER COUNTY BRASS CAP MONUMENT; RUNNING THENCE SOUTH 88°39'30" EAST 730.59 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF 500 SOUTH STREET TO THE WEST BOUNDARY LINE OF MOUNTAIN VALLEY MEADOWS SUBDIVISION FILED AS ENTRY NO. 573528 IN THE FILES OF THE WEBER COUNTY RECORDER; THENCE ALONG SAID WEST BOUNDARY LINE THE FOLLOWING THREE (3) COURSES; (1) SOUTH 04°27'40" EAST 494.23 FEET; (2) SOUTH 08°25'40" EAST 206.66 FEET; AND (3) SOUTH 05°50'40" EAST 524.66 FEET TO THE NORTH BOUNDARY LINE OF RIVER RANCH FILED AS ENTRY NO. 1963391 IN THE FILES OF THE WEBER COUNTY RECORDER; THENCE SOUTH 66°15'20" WEST (SOUTH 65°56'00" WEST BY RECORD) 58.55 FEET ALONG SAID NORTH BOUNDARY LINE; THENCE SOUTH 79°33'11" WEST 161.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°04'49" WEST 53.40 FEET ALONG SAID EAST LINE; THENCE NORTH 80°26'49" WEST 540.99 FEET TO THE EAST RIGHT-OF-WAY LINE OF 8600 EAST STREET; THENCE NORTH 07°46'48" WEST 191.05 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO AN EXISTING FENCE LINE BEING A POINT ON THE SOUTH BOUNDARY LINE OF THE JAMES L. ZELEZNICK PROPERTY FILED AS ENTRY NO. 2773943 IN THE FILES OF THE WEBER COUNTY RECORDER'S OFFICE; THENCE ALONG THE BOUNDARY LINE OF SAID ZELEZNICK PROPERTY THE FOLLOWING FOUR (4) COURSES; (1) NORTH 84°37'59" EAST 192.95 FEET ALONG SAID FENCE LINE; (2) NORTH 06°26'37" WEST 311.80 FEET TO AN EXISTING FENCE LINE; (3) SOUTH 82°14'11" WEST 54.45 FEET ALONG AN EXISTING FENCE LINE; AND (4) SOUTH 84°55'28" WEST 141.83 FEET ALONG AN EXISTING FENCE LINE TO THE EAST RIGHT-OF-WAY LINE OF 8600 EAST STREET; THENCE NORTH 03°48'02" WEST 649.95 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

TO BE KNOWN AS LOTS 1-5, EAST LAKE MEADOWS SUBDIVISION.

AS PER A HANSEN & ASSOCIATES, INC. SURVEY DATED MARCH 9, 2016, JOB NO. 15-131.

## Schedule B

Order Number: PH 14297

Commitment Number:

**Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the company.**

### (SECTION-1)

1. Defects, liens, encumbrances, adverse claims of 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.
2. Taxes for the current year.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments of any overlapping of improvements or other boundary or location disputes (can be eliminated or amended in mortgagee's policy upon proper evidence being furnished).
4. Restrictive covenants affecting the property described in Schedule A.
5. Rights of claims of parties in possession, and not of record in the public records; liens for labor, services or material or claim to same which are not of record in said records.
6. Any roadway or easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said records.
7. Any adverse claim based upon the assertion that
  - a. Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof.
  - b. the boundary of the land has been affected by a change in the course or water level of a navigable river or lake.
  - c. the land is subject to water rights, claims or title to water, and to any governmental regulation pertaining to wetlands.

### (Section-2)

**The following matters will be excepted in Schedule B of the policy to be issued:**

1. Taxes for the year 2016 are a lien, not yet due.  
Taxes for the year 2015 have been paid in the amount of \$240.23. Tax Serial No. 21-026-0019.  
Taxes for the year 2015 have been paid in the amount of \$18.52. Tax Serial No. 21-024-0008.  
New Tax Serial No.(s) for the year 2017 will be 21-026-0120 and 21-026-0121.
2. Any charge upon the land by reason of its inclusion in Weber County Fire Protection Service Area No. 4.
3. Resolution No. 27-2012, 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 as Entry No. 2610456 of Official Records.
4. An Affidavit for the Resolution establishing the Ogden Valley Transmitter/Recreation Special Service District recorded March 09, 2015, as Entry No. 2725109 of Official Records.
5. The rights of the public to use or pass through the land for recreational purposes and/or access to the waterway known as the Town Ditch and South Fork Ogden River provided that such public rights have been or may be established by documented or otherwise proven use for a period of time.
6. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
7. The rights of the public to use or pass through the land for recreational purposes and/or access to the waterway known as the Town Ditch and South Fork Ogden River provided that such public rights have been or may be established by documented or otherwise proven use for a period of time.

(Continued)

## Schedule B

Order Number: PH 14297

Commitment Number:

8. Real Estate Purchase and Sale Agreement by and between Weber County and W. Hyrum Hardcastle Enterprises recorded December 02, 2015, as Entry No. 2767790 of Official Records.
9. Access and Utilities Easement recorded January 14, 2016, as Entry No. 2773947 of Official Records.
10. RESTRICTIVE EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: JAMES L. ZELEZNICK, Trustee of The James L. Zeleznick Revocable Living Trust, dated February 24, 2004  
Grantee: WEBER/MORGAN HEALTH DEPARTMENT  
Description: 115' RADIUS WELL RESTRICTIVE EASEMENT. AN EASEMENT BEING 115 FEET IN RADIUS FROM THE FOLLOWING DESCRIBED CENTER POINT BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; SAID CENTER POINT IS SOUTH 19°19'32" WEST 1558.19 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 17.  
Purpose: A well protection easement. The terms of this easement are to comply with the regulatory laws, requirements, ordinances and policies administered by the Weber/Morgan Health Department for the protection of drinking water related to culinary water wells in the State of Utah, and to provide a separation from a culinary water well from concentrated sources of pollution. The easement as granted is a perpetual easement and shall run with the land and is binding on any and all successors and assigns.  
Dated: January 4, 2016  
Recorded: January 14, 2016  
Entry No.: 2773945  
Page: 1 of 4

11. ACCESS AND UTILITIES EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: W. HYRUM HARDCASTLE ENTERPRISES  
Grantee: BRADFORD J. DOBSON and AMY M. DOBSON, joint tenants, its successors and assigns  
Location: Upon Request  
Purpose: A perpetual, non-exclusive fifteen foot (15') wide right-of-way and easement  
Dated: January 13, 2016  
Recorded: January 14, 2016  
Entry No.: 2773947  
Page: 1 of 6

12. TRUST DEED

Dated: January 13, 2016  
Amount: \$403,338.00  
Trustor: BRADFORD J. DOBSON and AMY M. DOBSON  
Trustee: FIRST AMERICAN TITLE INSURANCE AGENCY, LLC  
Beneficiary: W. HYRUM HARDCASTLE ENTERPRISES, a Utah limited partnership  
Recorded: January 14, 2016  
Entry No.: 2773949  
Page: 1 of 6

(Continued)

## Schedule B

Order Number: PH 14297

Commitment Number:

### 13. TRUST DEED

Dated: December 17, 2015  
Amount: \$175,000.00  
Trustor: BRADFORD J. DOBSON and AMY M. DOBSON  
Trustee: PHILLIPS-HANSEN LAND TITLE COMPANY  
Beneficiary: WALTON FEED WEST, INC.  
Recorded: January 14, 2016  
Entry No.: 2774030  
Page: 1 of 5

14. Subject to all easements, notes, and restrictions shown on the East Lake Meridian Subdivision Plat to be recorded.
15. Any interest of Weber County to review the assessment of said property as it has been entitled to Assessment for agricultural use (Green Belt Amendment) pursuant to the provisions of Section 59-5-86, Utah Code Annotated, 1953, Notice of which is given in instrument recorded February 24, 2016, as Entry No. 2779515 of Official Records.
16. Subject to a Petition to Weber Basin Water Conservancy District for the Allotment of Water, recorded April 22, 2016, as Entry No. 2789664 of Official Records.

## Schedule B-1

Order Number: PH 14297

The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate of interest, mortgage or lien to be issued.
3. 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.
4. Pay all general and special taxes now due and payable.

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, 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.

Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. 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 judgement in any court of proper jurisdiction.

NOTE: The following names have been checked for judgments:

BRADFORD J. DOBSON

AMY M. DOBSON

No unsatisfied judgments appear of record in the last eight years except as shown herein.

NOTE: EXCEPTIONS 1-4 WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED HEREUNDER

The Owner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, thence following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b). (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

NOTICE TO APPLICANT: If you require copies of any documents identified in this commitment for title insurance, the Company will furnish the same upon specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

NOTICE TO APPLICANT: the land described in this Commitment may be serviced by services provided by Cities, Towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges are evidence in the Public Records. The applicant should directly contact all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the land.

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 ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM 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 (PRELIMINARY REPORT) IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.

This Commitment is subject to a \$200.00 Cancellation Fee. Said Cancellation Fee will be credited to Policy amount.

PHILLIPS-HANSEN LAND TITLE COMPANY Commitment-1999  
Schedule B-2

Please make any inquires for Title questions to Bruce Evans. Phone No. (435) 723-6806.



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

**WHAT DO/DOES the PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTY COMPANY 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 PHILLIPS-HANSEN LAND TITLE COMPANY and its affiliates STEWART TITLE GUARANTY COMPANY, 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 PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTY COMPANY, 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.

<b>REASONS WE CAN SHARE YOUR PERSONAL INFORMATION</b>	<b>DO WE SHARE</b>	<b>CAN YOU LIMIT THIS SHARING</b>
<b>For our everyday business purposes</b> 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
<b>For our marketing purposes</b> --to offer our products and services to you.	YES	NO
<b>For joint marketing with other financial companies</b>	NO	WE DON'T SHARE
<b>For our affiliates' everyday business purposes</b> --information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	YES	NO
<b>For our affiliates' everyday business purposes</b> --information about your creditworthiness	NO	WE DON'T SHARE
<b>For our affiliates' to market to you</b>	YES	NO
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies	NO	WE DON'T SHARE
We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]		
<b>Sharing practices</b>		
<b>How often do/does PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTEE COMPANY notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.	
<b>How do/does PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTEE COMPANY protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures include computer, file, and building safeguards.	
<b>How do/does PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTEE COMPANY collect my personal information?</b>	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.	
<b>What sharing can I limit?</b>	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.	
<b>CONTACT US</b>	If you have any questions about this privacy notice, please contact us at 435 723 6806	

## 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.