

**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

Northwest Title Insurance Agency, LLC  
Company Name

Salt Lake City, UT  
City, State

**stewart**  
title guaranty company



  
Matt Morris  
President and CEO

  
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.

# NORTHWEST TITLE INSURANCE AGENCY

1551 S Renaissance Towne Dr  
Bountiful, UT, 84010  
801-784-5800

**COMMITMENT FOR TITLE INSURANCE PREPARED FOR:**

**PROPERTY INFORMATION:**

1676 NORTH 6250 EAST  
EDEN, UT 84310

<b><i>LISTING AGENT</i></b>	<b><i>SELLING AGENT</i></b>
<i>Intermountain Realty Group ATTN: Floyd Hatch 4571 South Holladay Blvd. SALT LAKE CITY, UT, 84117</i>	<i>Intermountain Realty Group ATTN: Floyd Hatch 4571 South Holladay Blvd. SALT LAKE CITY, UT, 84117</i>
<b><i>LENDER</i></b>	<b><i>BUYER/SELLER</i></b>
<i>ATTN: , , .</i>	<b><u>BUYER/BORROWER</u></b> <i>Pineview Partners, LLC</i>  <b><u>SELLER/OWNER</u></b> <i>Randy S. Shepherd and Steffnie Shepherd and Nicole C. Ashton</i>

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A

Order No: **18521**

1. Effective Date: **January 6, 2017 at 8:00 a.m.**

2. Policy or Policies to be issued:

a. ALTA Owner's Policy of Title Insurance (6-17-06)

Proposed Insured:

Amount

**\$0.00**

Prem

**\$0.00**

b. ALTA Loan Policy of Title Insurance (6-17-06)

Proposed Insured:

Amount

**\$0.00**

Prem

**\$0.00**

Endorsements:

**\$0.00**

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

4. Title to the estate or interest in the Land is at the Effective Date vested in:

**Randy S. Shepherd and Steffnie Shepherd, husband and wife as joint tenants; and Pineview Partners, LLC, a Utah limited liability company; and Nicole C. Ashton; all as their interest may appear**

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

**See Attached Exhibit "A"**

Tax Serial No. **20-120-0004 & 20-104-004 & 20-104-0002**

PROPERTY ADDRESS:  
**1676 NORTH 6250 EAST, EDEN, UT 84310**

EXHIBIT "A"

A parcel of land located in the Northwest Quarter of Section 1 and the Northeast Quarter of Section 2, Township 6 North, Range 1 East, Salt Lake Base and Meridian, Weber County, Utah, described as follows:

Beginning at a point North 89°09'29" West 130.49 feet along the North line of Section 2, Township 6 North, Range 1 East, Salt Lake Base and Meridian and South 1050.85 feet from the Northeast corner of said Section 2, and thence South 24°28'58" East 0.27 feet; thence South 04°48'40" East 284.06 feet; thence South 86°56'47" East 89.39 feet; thence South 01°24'59" East 87.90 feet; thence South 89°26'24" East 310.78 feet; thence South 23°14'20" East 148.26 feet; thence South 55°03'20" East 498.80; thence South 00°10'20" East 135.00 feet; thence South 75°43'40" West 808.52 feet; thence North 00°31'41" East 250.76; thence North 89°44'15" West 526.76 feet; thence North 00°01'48" West 336.84 feet; thence South 89°44'15" East 298.15 feet; thence North 23°29'10" East 136.36 feet; thence North 46°33'03" East 8.73 feet; thence North 00°24'06" East 52.84 feet to a point of tangency of a 55.00 foot radius curve to the left; thence Northeasterly 242.76 feet along the arc of said curve through a central angle of 252°53'43" and a long chord of North 53°57'14" East 88.48 feet to a point of reverse curvature of a 30.00 foot radius curve to the right; thence Northwesterly 38.17 feet along the arc of said curve through a central angle of 72°53'43" and a long chord of North 36°02'46" West 35.65 feet; thence North 00°24'06" East 2.31 feet to a point of tangency of a 1069.07 foot radius curve to the left; thence Northerly 129.51 feet along the arc of said curve through a central angle of 06°56'27" and a long chord of North 03°04'07" West 129.43 feet; thence North 06°32'21" West 98.95 feet to a point of tangency of a 56.43 foot radius curve to the right; thence Northeasterly 58.27 feet along the arc of said curve through a central angle of 59°09'34" and a long chord of North 23°02'26" East 55.71 feet; thence North 52°37'13" East 1.11 feet to the point of beginning. (Being Lots 12A, 4A and 4B of the proposed Hidden Haven Estates Subdivision Amended Lots 4 & 12, Amending Lot 4, Hidden Haven Estates Subdivision and Lot 12, Hidden Haven Estates Subdivision Lot 3 1st Amendment)

# **COMMITMENT FOR TITLE INSURANCE**

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## **SCHEDULE B- SECTION I REQUIREMENTS**

Order No: 18521

The following requirements must be satisfied (unless otherwise noted, all documents required to be recorded must be recorded in the official real estate records of the county in which said property is located):

- (A) Payment of the necessary consideration for the estate or interest to be insured.
- (B) Pay all premiums, fees and charges for the policy.
- (C) Documents satisfactory to the Company creating the estate or interest to be insured, must be properly executed, delivered and recorded.
- (D) Payment of all taxes and/or assessments levied against the Land which are due, payable or delinquent.

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B- SECTION II

Order No: 18521

Schedule B-II 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 hereof 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. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.

### SPECIAL EXCEPTIONS

(The following exception affects part of the subject property)

9. Taxes for the year 2017 are now accruing as a lien, not yet due and payable. Taxes for the year 2016 have been paid in the amount of \$31.67 (Tax Parcel No. 20-120-0004).

(The following exception affects part of the subject property)

10. Taxes for the year 2017 are now accruing as a lien, not yet due and payable. Taxes for the year 2016 have been paid in the amount of \$4,609.06 (Tax Parcel No. 20-104-0004).

(The following exception affects part of the subject property)

11. Taxes for the year 2017 are now accruing as a lien, not yet due and payable. Taxes for the year 2016 have been paid in the amount of \$5,832.09 (Tax Parcel No. 20-104-0002).
12. Any interest of WEBER to review the assessment of said property pursuant to the provisions of Section 59-2-506, Utah Code Annotated, 1953, which includes a roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land.
13. Said Property is located within the boundaries of Weber County, Eden Cemetery, Weber County Fire Service Area No. 4 and Ogden Valley Natural Gas Improvement District, and is subject to all assessments and service charges levied thereof.
14. Subject to the effects of Resolution No. 23-2005 establishing the Weber Area Dispatch 911 and Emergency Services District recorded January 24, 2006, as Entry No. 2156401 in the Official Records of the Weber County Recorder.

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# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B- SECTION II

(Continued)

Order No: 18521

15. Resolution No. 27-2012 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, in the Official Records of the WEBER County Recorder.
16. Certificate of Creation of the Northern Utah Environmental Resource Agency recorded January 20, 2015, as Entry No. 2718461, in the Official Records of the Weber County Recorder.
17. Resolution Establishing the Ogden Valley Transmitter/Recreation Special Service District recorded March 9, 2015, as Entry No. 2725109, in the Official Records of the WEBER County Recorder.
18. Certificate of Dissolution of the Ogden Valley Natural Gas District recorded May 25, 2016, as Entry No. 2795066, in the Official Records of the WEBER County Recorder.  
  
Resolution No. 12-2016 approving Dissolution of the Ogden Valley Natural Gas District recorded May 25, 2016, as Entry No. 2795067, in the Official Records of the WEBER County Recorder.
19. Easements, Reservations, Restrictions, Notes and all matters, as shown on the official recorded plat of said subdivision.
20. Easement for constructing and maintaining a surface well for the impounding of irrigation water, including the construction, operation and maintenance of a pumping station and all underground electrical lines and pipes required to collect said irrigation water and to pump and distribute the same across the subject property for the benefit of Lot 1, Hidden Haven Estates Subdivision recorded April 12, 2012, as Entry No. 2571360, in the Official Records of the WEBER County Recorder.  
  
First Amendment to Easement recorded August 29, 2016, as Entry No. 2811842, in the Official Records of the WEBER County Recorder.
21. Temporary Access Easement recorded August 29, 2016, as Entry No. 2811846, in the Official Records of the WEBER County Recorder.
22. Trail Easement recorded August 29, 2016, as Entry No. 2811847, in the Official Records of the WEBER County Recorder.
23. Minerals of whatsoever kinds, 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.
24. Restrictive Covenants (deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenant, conditions or restrictions violate 42USC 3604c), recorded May 29, 2003, as Entry No. 1942462, in Book 2375, at Page 1265 in the Official Records of the WEBER County Recorder.  
  
Amendment to Restrictive Covenants recorded September 13, 2006, as Entry No. 2207973, in the Official Records of the WEBER County Recorder.  
  
Amendment to Restrictive Covenants recorded September 13, 2006, as Entry No. 2207974, in the Official Records of the WEBER County Recorder.  
  
Amendment to Restrictive Covenants recorded August 26, 2016, as Entry No. 2811843, in the Official Records of the WEBER County Recorder.

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# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B- SECTION II

(Continued)

Order No: 18521

25. Onsite Wastewater Disposal Systems Deed Covenant and Restriction to run with the land recorded May 29, 2003, as Entry No. 1942460, in Book 2375, at Page 1263, in the Official Records of the WEBER County Recorder.
26. Experimental Wastewater Disposal Systems Deed Covenant and Restriction to run with the land recorded May 29, 2003, as Entry No. 1942461, in Book 2375, at Page 1264, in the Official Records of the WEBER County Recorder.
27. Deferring Public Improvements Agreement recorded July 18, 2006, as Entry No. 2194455, in the Official Records of the WEBER County Recorder.
28. Subdivision Improvement Agreement recorded July 18, 2006, as Entry No. 2194456, in the Official Records of the WEBER County Recorder.
29. Deferring Public Improvements Agreement recorded February 26, 2008, as Entry No. 2323868, in the Official Records of the WEBER County Recorder.
30. Onsite Wastewater Disposal Systems Deed Covenant and Restriction to run with the land recorded February 26, 2008, as Entry No. 2323869, in the Official Records of the WEBER County Recorder.
31. Declaration of Deed Covenant to run with the land concerning provision of irrigation water recorded February 26, 2008, as Entry No. 2323870, in the Official Records of the WEBER County Recorder.
32. Notice of Non-Compliance filed by Weber County wherein it states that the permit expired, there was no final inspection and no occupancy was granted recorded January 31, 2014, as Entry No. 2673774, in the Official Records of the WEBER County Recorder.

(The following exception affects Parcel 22-104-0002)

33. Trust Deed securing an indebtedness of the amount stated therein and any other amounts payable under the terms thereof:

Dated: October 31, 2011  
Amount: \$417,000.00, plus interest  
Trustor: Matthew D. Ashton, a married man  
Trustee: Metro National Title  
Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for Citywide Home Loans  
Recorded: November 2, 2011  
Entry No. 2548115

(The following exception affects Parcel 22-104-0002)

34. Open-End Trust Deed securing an indebtedness of the amount stated therein and any other amounts payable under the terms thereof:

Dated: January 19, 2012  
Amount: \$77,940.00, plus interest  
Trustor: Matthew D. Ashton and Nicole C. Ashton  
Trustee: Bartlett Title Insurance  
Beneficiary: TCF National Bank  
Recorded: January 24, 2012  
Entry No. 2559336

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# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B- SECTION II

(Continued)

Order No: 18521

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FOR INFORMATIONAL PURPOSED ONLY

According to 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:

Warranty Deed recorded August 29, 2016 as Entry No. 2811844

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NOTE: This report is restricted to the use of the addressee, and is not to be used as a basis for closing any transaction affecting title to said property. The liability of the Company is limited to the compensation paid for this report.

NOTE: The following name(s) have been checked in the records of the WEBER County Clerk for Judgments, and the WEBER County Recorder for Federal Tax Liens:

Randy S. Shepherd and Steffnie Shepherd and Nicole C. Ashton  
Pineview Partners, LLC

No unsatisfied Judgment Liens or Federal Tax Liens have been found.

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Your order has been assigned to Shane Perkins for a full service escrow. For questions concerning your closing, please contact Shane at (801) 784-5800 or sperkins@nwttitleutah.com

The report was searched by Brandon Owens at (801) 869-4500 bowens@nwttitleutah.com

NOTE: THE POLICY(IES) TO BE ISSUED AS A RESULT OF THIS COMMITMENT CONTAIN AN ARBITRATION CLAUSE SET FORTH IN THE CONDITIONS AND STIPULATIONS SECTION. THE FOLLOWING IS INCLUDED FOR THE INFORMATION OF THE PROPOSED INSURED(S).

Typed October 27, 2016 by bso.

Amendment Typed January 25, 2017 by bso.

# **NORTHWEST TITLE INSURANCE AGENCY, LLC PRIVACY POLICY**

## **We are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

## **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

## **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.

Information about your transactions with us, our affiliated companies, or others; and

Information we receive from a consumer reporting agency.

## **Use of Information**

We request information from you for our legitimate business purposes and not for benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

## **Former Customers**

Even if you are not longer our customer, our Privacy Policy will continue to apply to you.

## **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.