

Commitment Number: 5840569
03/24/2017



First American Title

50 East 100 South, Suite 100
St. George, UT 84770
(435)673-5491
Fax: (866)877-4531
jtbarne@firstam.com

=====

COMMITMENT FOR TITLE INSURANCE PREPARED FOR:

PROPERTY INFORMATION:

6429 East 1900 North, Eden, UT 84310

<u>LISTING AGENT</u>	<u>SELLING AGENT</u>
	Shawn Clegg (801)232-4153
<u>LENDER</u>	<u>BUYER/SELLER</u>
	BUYER/BORROWER: Scott Best SELLER/OWNER: Derek Pontius and Sarah Renee Pontius

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.


If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this commitment is limited by the following: (1) The Provisions in Schedule A. (2) The Requirements in Schedule B-1. (3) The Exceptions in Schedule B-2. (4) The Conditions on the inside cover page.

The Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

Underwritten by:

First American Title Insurance Company

A handwritten signature in black ink, appearing to read "Dennis J. Gilmore". The signature is written in a cursive style with a large initial 'D'.

Dennis J. Gilmore
President

A handwritten signature in black ink, appearing to read "Jeffrey S. Robinson". The signature is written in a cursive style with a large initial 'J'.

Jeffrey S. Robinson
Secretary

SCHEDULE A

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Jeff Barnes at **(435)673-5491 located at 50 East 100 South, Suite 100, St. George, UT 84770.**

Effective Date: March 06, 2017 at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Standard Owner's for \$0.00

PREMIUM \$TBD

Proposed Insured:

Scott Best

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Derek Pontius and Sarah Renee Pontius, husband and wife

3. The land referred to in this Commitment is located in Weber County, UT and is described as:

LOT 5, STAPLES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WEBER COUNTY RECORDER'S OFFICE.

EXCLUDING ANY PORTION IF ANY WITHIN THE LAND DEEDED TO WEBER COUNTY FOR STREET PURPOSES IN BOOK 122 AT PAGE 567.

Said property is also known by the street address of:
6429 East 1900 North, Eden, UT 84310

**SCHEDULE B - Section 1
Requirements**

The following are the requirements to be complied with:

- (A) Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust to be insured.
- (B) 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.
- (C) Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B-2 that are objectionable to the proposed insured.
- (D) Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
- (E) The documents creating the interest to be insured must be signed, delivered and recorded.
- (F) You must tell us, in writing, the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land described in this Commitment.
- (G) After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.
- (H) Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.

**SCHEDULE B - Section 2
Exceptions**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. 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.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. 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.
7. 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 of record for value the estate or interest or mortgage thereon covered by this commitment.

Exceptions 1-7 will be omitted on extended coverage loan policy

8. Taxes for the year 2017 now a lien, not yet due. General property taxes for the year 2016 were paid in the amount of \$3,418.69. Tax Parcel No. 20-054-0005.
9. Any charge upon the land by reason of its inclusion in Weber Basin Water Conservancy District and Weber County Fire Protection Service Area No. 4.
10. Easements, notes and restrictions as shown on the recorded plat.
11. Weber County Municipal Services Agreement Covenant to Run With the Land recorded January 28, 1991 as Entry No. [1130442](#) in Book 1593 at Page 1880 of Official Records.
12. Declaration of Deed Covenant to Run With The Land Concerning Provision of Irrigation Water recorded January 28, 1991 as Entry No. [1130443](#) in Book 1593 at Page 1881 of Official Records.
13. 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.

14. Covenant Restricting Use of Land recorded October 19, 2015 as Entry No. [2761338](#) of Official Records.
15. A Deed of Trust dated June 11, 2015 by and between Derek Pontius and Sarah Renee Pontius, husband and wife as Trustor in favor of First American Title as Trustee and Mortgage Electronic Registration Systems, Inc., solely as nominee for Citywide Home Loans, a Utah Corporation as Beneficiary, to secure an original indebtedness of \$263,500.00 and any other amounts or obligations secured thereby, recorded June 15, 2015 as Entry No. [2740673](#) of Official Records.

The name(s) Scott Best, Derek Pontius and Sarah Renee Pontius, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

NOTE: 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:

A Deed recorded April 08, 2015 as Instrument No. 2729915 of Official Records.

Executed by: Derek Pontius and Sarah Renee Pontius
To: Derek Pontius and Sarah Renee Pontius

A Deed recorded June 15, 2015 as Instrument No. 2740672 of Official Records.

Executed by: Derek Pontius and Sarah Renee Pontius
To: Derek Pontius and Sarah Renee Pontius

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

Title inquiries should be directed to Mark Snyder @ (801)578-8835.

NOTE: The policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed insured(s):

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. 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.

In the event the transaction for which this commitment was ordered "cancels", please refer to Paragraph B under Schedule B, Section 1 for required cancellation fee.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms



First American Title

First American Title Insurance Company

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 you provide to us. Therefore, together with our parent company, The First American Corporation, 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 public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

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 own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated 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. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

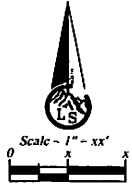
Even if you are no longer our customer, our Privacy Policy will continue to apply.

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 and 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 and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

FREEDOM KNOLL SUBDIVISION

PART OF THE NW 1/4 OF SECTION 1 TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
UNINCORPORATED WEBER COUNTY, UTAH - Date of Survey: MARCH 2017



- Legend**
- EXISTING FENCE
 - EASEMENTS
 - STREET CENTERLINE
 - ◆ FND SECTION CORNER
 - FND STREET MONUMENT
 - FND CURB NAIL
 - FND REBAR AND CAP
 - SET #2x4" REBAR AND CAP STAMPED LANDMARK

NOTE:
1. Agriculture is the preferred use in the agricultural zones. Agricultural operations as specified in the Land Use Code for a particular zone are permitted at any time including the operation of farm machinery and no allowed agricultural use shall be subject to restriction on the basis that it interferes with activities of future residents of this subdivision. [and, Ord. Sec. 108-1-8(a)(9)]

WEBER COUNTY PLANNING COMMISSION APPROVAL
This is to certify that this subdivision plat was duly approved by the Weber County Planning Commission on the _____ day of _____, 20____.

Chairman, Weber County Planning Commission

WEBER COUNTY ATTORNEY

I have examined the financial guarantees and other documents associated with this subdivision plat and in my opinion they conform with the County Ordinance applicable thereto and are in force and effect. Signed this _____ day of _____, 20____.

Signature

WEBER COUNTY COMMISSION ACCEPTANCE

This is to certify that this subdivision plat, the location of streets and other public ways and financial guarantees of public improvements associated with this subdivision thereon are hereby approved and accepted by the Commissioners of Weber County, Utah this _____ day of _____, 20____.

Chairman, Weber County Commission
Attest: _____
Treasurer, Weber County Clerk

WEBER COUNTY ENGINEER

I hereby certify that the required public improvement standards and drawings for this subdivision conform with County standards and the amount of the financial guarantee is sufficient for the installation of these improvements. Signed this _____ day of _____, 20____.

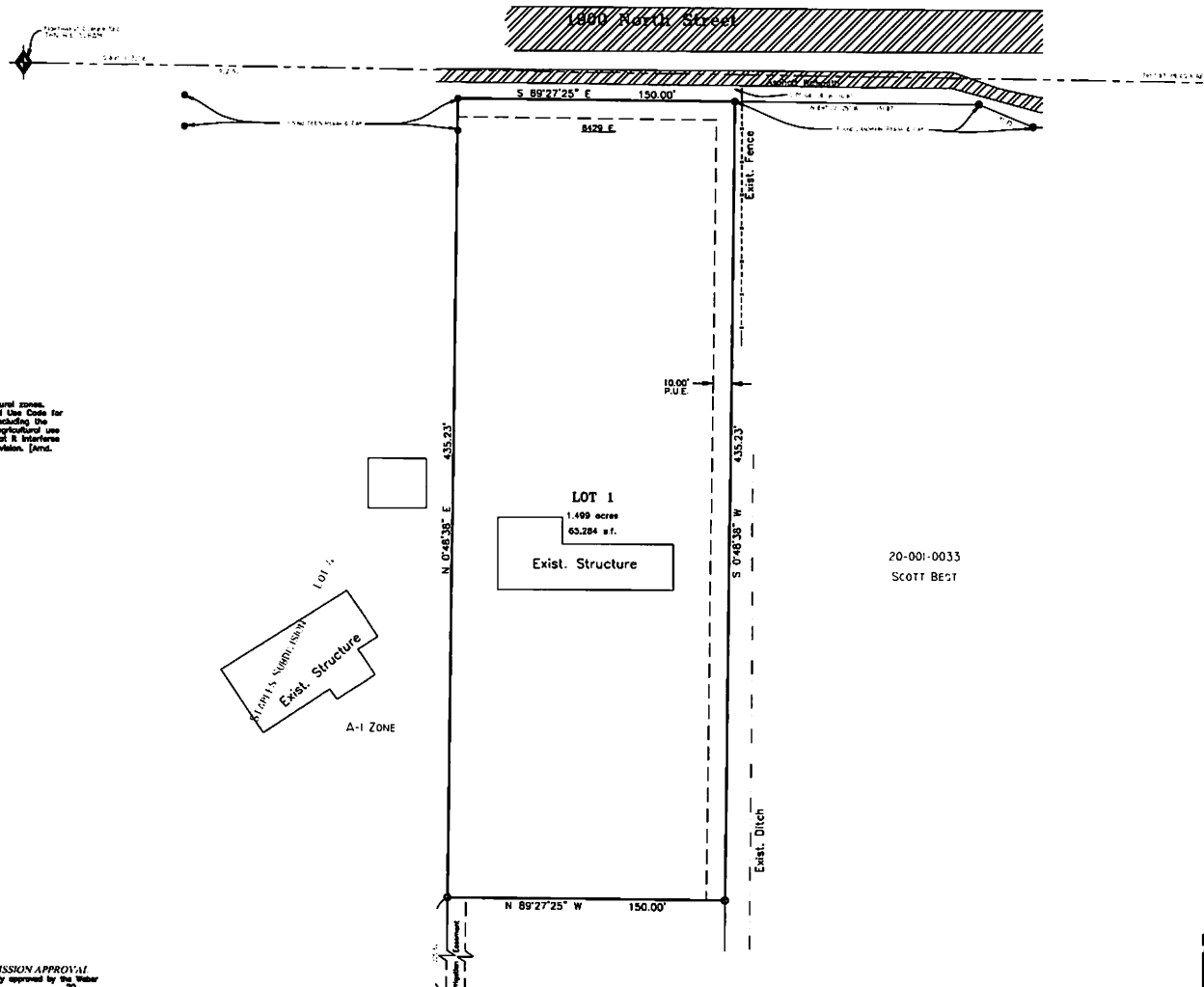
Signature

WEBER COUNTY SURVEYOR

I hereby certify that the Weber County Surveyor's Office has reviewed this plat for mechanical corrections, section corner data, and for harmony with lines and monuments on record in county offices. The approval of this plat by the Weber County Surveyor does not relieve the Licensed Land Surveyor who executed this plat from the responsibility and/or liabilities associated therewith.

Signed this _____ day of _____, 20____.

Signature



OWNER'S DEDICATION
We the undersigned owners of the herein described tract of land, do hereby set apart and dedicate the same into lots as shown hereon and name said tract FREEDOM KNOLL SUBDIVISION.
We hereby grant and dedicate a perpetual right and easement over, upon and under the lands designated hereon as public utility, storm water detention pond(s), drainage easement(s), and canal maintenance easement(s), the same to be used for the installation, maintenance and operation of public utility service line(s), storm drainage facilities, irrigation canal(s) or for the perpetual preservation of water channels in their natural state whichever is applicable to the governing entity and so may be authorized by the governing entity, with no buildings or structures being erected within such easements.

Individual Acknowledgment
IN WITNESS WHEREOF, the hand of said Grantor(s), this _____ day of _____, 20____.

DEREK PONTIUS
STATE OF UTAH }
COUNTY OF WEBER }
On the date first above written personally appeared before me the above signer(s) of the within instrument, who duly acknowledged to me that they executed the same.
WITNESS my hand and official stamp the date in this certificate first above written:
Notary Public Building In:
My Commission Expires: _____

BOUNDARY DESCRIPTION
A part of the Northwest Quarter of Section 1, Township 6 North, Range 1 East, Salt Lake Base and Meridian, being more particularly described as:
Beginning at a point on the South right of way line of 1480 North Street which is 922.00 feet South 89°45'36" East along the Section line and South 0°45'36" West 18.80 feet from the Northwest corner of said Section 1, said point also being the Northeast corner of Lot 4 of Taylor Subdivision a subdivision in Weber County Utah, and running thence South 0° to the West line of said line of said Subdivision 413.21 feet thence North 42° 2' 25" West 190.00 feet thence North 0° 48' 16" East 413.21 feet to the South line of said Street, thence South 89° 27' 25" East 150.00 feet to the point of beginning.
Containing 63,284 sq ft or 1.489 acres.

NARRATIVE
The purpose of this survey is to create a one (1) Lot Subdivision as shown.
Stipules Subdivision bearings and distances have been related to match current County Data for the Section line information.
The books of bearing of bearing in State Plane Old Bearings are shown.

SURVEYOR'S CERTIFICATE
I, Tyler G. Knight, do hereby certify that I am a professional land surveyor in the State of Utah and hold license no. 8000384-2501 in accordance with Title 26, Chapter 22 known as the Professional Engineers and Professional Land Surveyor's Licensing Act, have made a survey of the property(s) shown hereon in accordance with UCA 17-25-17, verifying measurements, and placing monuments as represented. That this plat was prepared from the field notes of this survey and from documents and records on record hereon. I further certify that, to the best of my knowledge and belief, all lots meet the current requirements of the Land Use Ordinance of Weber County.



		4425 190th St. #11 New Haven, UT 84058 801.741.4075		Weber County Recorder Entry no. _____ Fee paid _____ Plat for record and recorded _____ day of _____, 2016 at _____ of _____ of official records, on page _____ County Recorder: Loren H. Kiba By Deputy _____	
DEVELOPER: DEREK PONTIUS Address: _____ Date: 1/10/17		1 of 1		Subdivision NW 1/4 of Section 1, Township 6 North, Range 1 East, Salt Lake Base and Meridian.	
Evident: _____ DATE: _____ #123 456		DRAWN BY: _____ CHECKED BY: _____		By Deputy: _____	

This plat is in full compliance with the provisions of the Utah Uniform Land Use Act, and all other rules and regulations.