

 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska 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 180 days 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.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

Backman Title
Services, Ltd.
167 East 6100 South
Murray, UT 84107

By: 
Authorized Countersignature

(This Commitment is valid only when Schedules A and B are attached)
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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/>>.*

SCHEDULE A

Order Number: **6-071632 (Revised #1)**

1. Effective date: **March 20, 2017 at 7:45 a.m.**

2. Policy or Policies to be issued:	Amount of Insurance
(a) ALTA Owner's (6-17-06)	\$524,800.00

Proposed Insured:

Alpine Engineering & Construction, LLC

(b) ALTA Loan (6-17-06)	\$
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Proposed Insured:

(c) ALTA Loan	\$
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Proposed Insured:

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 fee simple estate or interest in said land is at the effective date hereof vested in:

Val E. Staker and Linda L. Staker, husband and wife as joint tenants

5. The land referred to in this Commitment is in the State of Utah, County of **Weber** and is described as follows:

SEE ATTACHED LEGAL DESCRIPTION.

Purported Address:

**2629 South 3500 West
Ogden, Utah 84401**

STATEMENT OF CHARGES

These charges are due and payable before a Policy can be issued.

Owners Premium	\$2,297.00
Lenders Premium	\$

SCHEDULE A

Order Number: 6-071632

LEGAL DESCRIPTION

Part of the Northeast Quarter of Section 33, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point 30 rods South of the Northeast Corner of said Quarter Section, and running thence West 1320 feet; thence South 524 feet; thence East 969 feet; thence North 319 feet; thence East 351 feet; thence North 205 feet to the place of beginning.

Excepting therefrom:

A parcel of land in fee for the widening of existing Weber County 3500 West Street being part of an entire tract situate in the Northeast $\frac{1}{4}$ Northeast $\frac{1}{4}$ of Section 33, Township 6 North, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcels of land are described as follows:

Beginning at the Northeast Corner of said entire tract, which point is 495.00 feet South along the section line from the Northeast Corner of said Section 33; and running thence South 205.00 feet along the Easterly boundary line and said section line to the Southeast Corner of said entire tract; thence West 40.00 feet along the Southerly boundary line of said entire tract to a point 40.00 feet perpendicularly distant Westerly from the right of way control of said 3500 West Street, opposite approximate Engineers Station 82+62.88; thence North 205.00 feet parallel with said right of way control line to the Northerly boundary line of said entire tract; thence East 40.00 feet along said boundary line to the point of beginning.

(Note Rotate above bearings 0°55'08" clockwise to equal Project bearings).

Also excepting:

All of the right, title, and interest in a parcel of land for the widening of existing Weber County 3500 West Street being part of an entire tract of property, as-occupied, situate in the Northeast $\frac{1}{4}$ Northeast $\frac{1}{4}$ of Section 33, Township 6 North, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcels of land are described as follows:

Beginning at the Northeast Corner of said entire tract as-occupied, which point is 490.00 feet South along the section line from the Northeast Corner of said Section 33; and running thence South 203.60 feet along the Easterly boundary line and said section line to the Southerly boundary line as-occupied; thence West 40.00 feet along an existing fence line and extension thereof to a point 40.00 feet perpendicularly distant Westerly from the right of way control of said 3500 West Street, opposite approximate Engineers Station 82+69.28; thence North 203.60 feet parallel with said right of way control line on the Northerly boundary line of said entire tract as-occupied; thence East 40.00 feet along an existing fence line and extension thereof to the point of beginning.

(Note: Rotate above bearings 0°55'08" clockwise to equal Project bearings).

Parcel No.: 15-088-0035

SCHEDULE B – SECTION 1

Order Number: 6-071632

REQUIREMENTS

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

TO-WIT:

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 any other utilities, etc. which are not covered by this Commitment or insured under a title insurance policy.

NOTE: 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.

NOTE: 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 judgment in any court of proper jurisdiction.

1. OBTAIN AND RECORD a Warranty Deed from the vestees herein to the proposed insured.
2. OBTAIN AND RECORD a Trust Deed to secure your loan.
3. Upon Compliance with the Company's underwriting requirements, Items 1 – 8 on Schedule B-2 will be deleted on an ALTA Loan Policy.
4. The Company may assist with but will not insure any transfer, right or title to water rights.
5. Regarding "Alpine Engineering & Construct LLC", a limited liability company domiciled in the State of Utah, provide the Company with:
 - A. A copy of its "Articles of Organization" or "Certificate of Organization" or similar organizing document and all amendments thereto;
 - B. A copy of a duly executed "Operating Agreement" and all amendments thereto;
 - C. A copy of its most current "Statement of Authority", State-certified if filed with the State.

After review of the foregoing documents, pursuant to UCA-§48-3a-101 et seq and any additional underwriter requirements, the Company reserves the right to impose additional requirements or exceptions to title. Such a requirement may include a written instrument, signed by the members and managers, appointing authorized persons or entities to consummate the proposed transaction as required by the governing LLC documents.

6. Verify that the property does not have any rollback taxes due and will still qualify for greenbelt assessment after completion of the transaction.

NOTE: If the property is to remain in greenbelt, inform the buyers of the need to file a new greenbelt application.

Your Order has been assigned to **Mary Hipwell** for full service escrow at **1558 North Woodland Park Drive, Suite 410, Layton, Utah 84041**. For any escrow/closing questions please call **(801) 774-8818**, or email **mhipwell@backmantitle.com**.

Please forward all electronic loan/closing documents to loandocs@backmantitle.com.

Please direct any title inquiries concerning this commitment to **Steven Redford**.

NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies:

Val E. Staker

Linda L. Staker

Alpine Engineering & Construct LLC

SCHEDULE B – SECTION 2

Order Number: 6-071632

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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. 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 record.
2. 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.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents, or Acts authorizing the issuance thereof; (c) 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. 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 law or governmental regulation pertaining to wetlands.
8. 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.
9. Lien of taxes, not yet due and payable:
Year: 2017
Parcel No.: 15-088-0035
Prior year: 2016 Paid
Amount: \$106.99
10. The land described herein is located within the boundaries of Weber County Taxing District No. 53, and is subject to any assessments levied thereby.
11. The land described herein is located within the boundaries of Taylor West Weber Culinary Water (731-1668), and is subject to any assessments levied thereby.
12. The land described herein is located within the boundaries of Weber County Fire Service Area 4, and is subject to any assessments levied thereby.

13. The terms and conditions of that certain 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:
Recorded: December 13, 2012
Entry No.: 2610456
14. Certificate of Creation establishing the Northern Utah Environmental Resource Agency:
Recorded: January 20, 2015
Entry No.: 2718461
15. Rights of way and easements for all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, cable, fiber optic, sewer, gas or water lines.
16. The rights of the Board of Water Resources and Wilson Irrigation Company in that certain agreement and easement recorded in said county. Wherein said parties have entered into contracts for the construction of water conservation projects and grant therein the use of an existing water distribution system.
17. The right of the Weber County Assessor to reassess the Tax Assessment on said property in accordance with UCA Sec. 59-2-506 as disclosed by that certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act:
Recorded: June 9, 2015
Entry No.: 2739717
18. Rights in and to that certain 5 foot irrigation ditch located along the South boundary line.
19. Easement in favor of American Telephone and Telegraph Company:
Recorded: May 31, 1929
Book/Page: S/148
20. The terms and conditions of that certain Property Address Affidavit:
Recorded: November 28, 2016
Entry No.: 2828437

SCHEDULE C

Order Number: 6-071632

Chain of Title

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:

<u>Document Name</u>	<u>Recording Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
NONE				

PRIVACY POLICY

First American Title Insurance Company

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 to 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. 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 their website 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 received 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 service 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 the 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 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 that 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 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.