

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE  
Issued by



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

Mountain View Title and Escrow  
Company

Ogden, Utah  
City, State



*[Signature]*  
Senior Chairman of the Board

*[Signature]*  
Chairman of the Board

*[Signature]*  
President

N.W. 1/4

86-1

SECTION 23, T.5N., R.1W., S.L.B. & M.

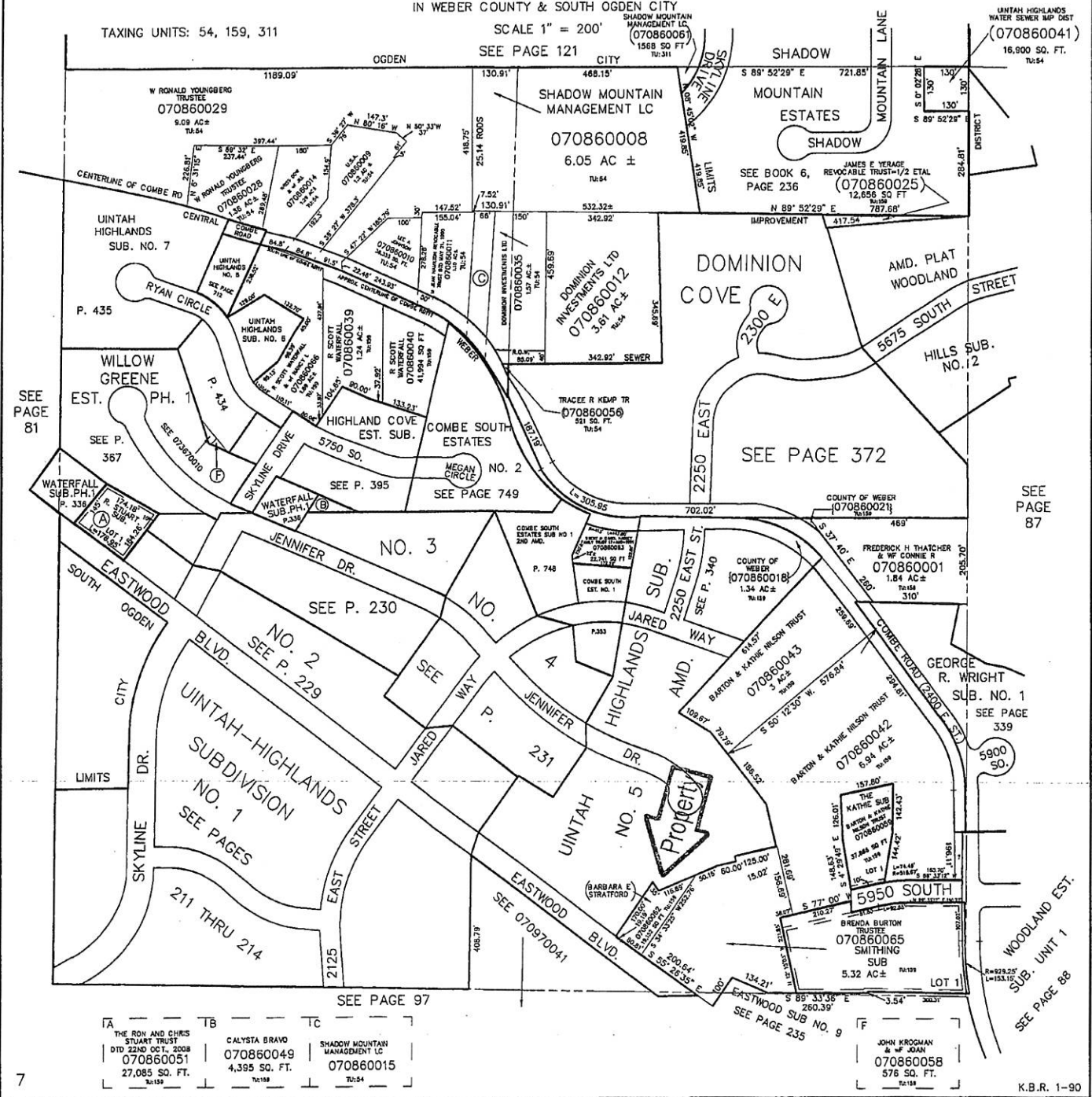
IN WEBER COUNTY & SOUTH OGDEN CITY

TAXING UNITS: 54, 159, 311

SCALE 1" = 200'

SHADOW MOUNTAIN MANAGEMENT LC (07086006)

UNTAH HIGHLANDS WATER SEWER IMP DIST (070860041)



|   |  |  |
|---|--|--|
| THE ROW AND CHIES STUART TRUST<br>DTD 22ND OCT, 2008<br>070860051<br>27,085 SQ. FT.<br>T:54 | CALYSTA BRAVO<br>070860049<br>4,395 SQ. FT.<br>T:159 | SHADOW MOUNTAIN MANAGEMENT LC<br>070860015<br>T:54 |
|---|--|--|

|   |
|---|
| JOHN KROGMAN & WIFE JOAN<br>070860058<br>575 SQ. FT.<br>T:159 |
|---|

NOTICE THIS IS NEITHER A PLAT NOR A SURVEY. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND NO LIABILITY IS ASSUMED BY REASON OF ANY RELIANCE HEREON.

## 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.atta.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.



MOUNTAIN VIEW TITLE & ESCROW, INC.  
LICENSED TITLE INSURANCE AGENCY

Stewart Title Guaranty Company

Case No: 127757

**COMMITMENT**

**SCHEDULE A**

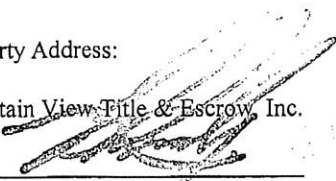
1. Effective Date: May 22, 2014 at 7:00 A.M.
2. Policy or Policies to be issued:
  - (a)  ALTA Owner's Policy – 6/17/06 Amount - 0 -  
 Proposed Insured: NONE
  - (b)  ALTA Loan Policy – 6/17/06 Amount - 0 -  
 Proposed Insured: NONE
3. Title to the Fee Simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:  
**Barbara E. Stratford**
4. The land referred to in the Commitment is located in Weber County, State of Utah and is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

Property Address:

Raw Ground, , Utah

Mountain View Title & Escrow, Inc.

Escrow Officer: Rick Hendry

By:   
Authorized Officer or Agent

Countersigned at Chambers, Utah

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 2 page(s)

EXHIBIT "A"

PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT THE MOST EASTERLY CORNER OF LOT 61, UINTAH HIGHLANDS SUBDIVISION NO.5, WEBER COUNTY, UTAH; AND RUNNING THENCE THE FOLLOWING (3) THREE COURSES ALONG THE EASTERLY BOUNDARY OF SAID SUBDIVISION, (1) NORTH 34D33'25" EAST 170 FEET, (2) SOUTH 34D03'25" EAST 35.00 FEET, (3) NORTH 69D46'37" EAST 116.89 FEET, THENCE SOUTH 34D33'25" WEST 252.76 FEET TO THE NORTHERLY RIGHT OF WAY OF EASTWOOD BOULEVARD, THENCE ALONG SAID RIGHT OF WAY NORTH 55D26'35" WEST 80.81 FEET, THENCE NORTH 55D21'35" WEST 19.19 FEET TO THE POINT OF BEGINNING.



MOUNTAIN VIEW TITLE & ESCROW, INC.  
LICENSED TITLE INSURANCE AGENCY

Stewart Title

Case No. 127757

## COMMITMENT

### SCHEDULE B - Section I

#### Requirements

The following are the requirements to be complied with:

- Item a) Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.
- Item b) Proper instrument(s) creating the estate or interest to be insured executed and duly filed for record, to-wit:

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B1 consists of 1 page(s)



MOUNTAIN VIEW TITLE & ESCROW, INC.  
LICENSED TITLE INSURANCE AGENCY

Stewart Title

Case No: 127757

## COMMITMENT

### SCHEDULE B - Section II

#### Exceptions

II. Schedule B of 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 Records.
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. 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.
5. (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, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
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.

EXCEPTIONS 1 THROUGH 6 WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED  
HEREUNDER.

7. Taxes for the year 2013 have been paid in the amount of \$165.35. Taxes for the year 2014 are accruing as a lien but not yet due or payable.  
SERIAL NUMBER: 07-086-0062

Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein

8. Said property is included within the following boundaries and is subject to any charges and assessments levied by them as a result of services provided.

GENERAL FUND, G O BOND FUND, LIBRARY, WEBER SCHOOL DISTRICT, STATEWIDE SCHOOL BASIC LEVY, MOSQUITO ABATEMENT DISTRICT, WEBER BASIN WATER - GENERAL, UINTAH HIGHLANDS IMPROV. DISTRICT, CENTRAL WEBER SEWER DISTRICT, WEBER / MORGAN HEALTH, JUDGMENT LEVY - W.C., PARAMEDIC FUND, WEBER FIRE DISTRICT, STATE ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, UNINCORP WEBER COUNTY, WEBER SCHOOL DIST JUDGMENT LEVY, WEBER AREA DISPATCH 911 AND EM. SERV. DIST.- (S-S), WEBER FIRE G.O. BOND - 2006 SERIES

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 3 page(s)





MOUNTAIN VIEW TITLE & ESCROW, INC.  
LICENSED TITLE INSURANCE AGENCY

Stewart Title

Case No: 127757

## COMMITMENT

### SCHEDULE B - Section II

#### Exceptions

9. 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, 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
  10. All rights of way, easements, restrictions, covenants, and conditions appearing of record.
  11. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
  12. RESOLUTION NO. 27-2012  
Dated: December 11, 2012  
Purpose: 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  
Entry Number: 2610456
  13. TRUST DEED  
Dated: June 23, 2004  
Amount: \$37,000.00  
Trustor: BARBARA STRATFORD AND BRUCE STRATFORD  
Beneficiary: PINNACLE CACHE LAND DEVELOPMENT, INC., AN ARIZONA CORPORATION  
Trustee: MARK H. STRATFORD, ATTORNEY AT LAW  
Recorded: June 23, 2004  
Entry Number: 2039241
  14. TRUST DEED  
Dated: October 5, 2007  
Amount: \$417,000.00  
Trustor: BRUCE W. STRATFORD AND BARBARA E. STRATFORD  
Beneficiary: WELLS FARGO BANK, N.A.  
Trustee: FOUNDERS TITLE COMPANY  
Recorded: October 11, 2007  
Entry Number: 2297592
- SUBSTITUTION OF TRUSTEE  
Dated: August 5, 2010  
Recorded: August 9, 2010  
Entry Number: 2485599  
Appointed Trustee: ETITLE INSURANCE AGENCY

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 3 page(s)





MOUNTAIN VIEW TITLE & ESCROW, INC.  
LICENSED TITLE INSURANCE AGENCY

Stewart Title

Case No: 127757

## COMMITMENT

### SCHEDULE B - Section II

#### Exceptions

#### SUBSTITUTION OF TRUSTEE

Dated: August 19, 2010

Recorded: August 20, 2010

Entry Number: 2487444

Appointed Trustee: ETITLE INSURANCE AGENCY

15. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

BARBARA E. STRATFORD

16. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

NONE

17. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER, ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES. ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.
18. NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES AT <http://www.alta.org>. 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.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 3 page(s)

## PRIVACY POLICY NOTICE



### MOUNTAIN VIEW TITLE & ESCROW, INC. LICENSED TITLE INSURANCE AGENCY

5732 South 1475 East, Suite 100, Ogden, Utah 84403

930 Chambers Street, Suite 3, South Ogden, Utah 84403

365 West 1550 North, Suite A, Layton, Utah 84041

256 North State Street, Suite D, Morgan, Utah 84050

264 East 12200 South, Suite G, Draper, Utah 84020

239 South Main, Suite 200, Cedar City, Utah 84720

720 South River Road, #C115, St. George, Utah 84790

Title V of the Gramm-Leach-Bliley Act generally prohibits any financial institution, directly or through its affiliates, from sharing non public personal information about you with a non affiliated third party unless the institution provides you with a notice of its privacy policy and practices.

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, including but not limited to personal or financial information. We agree that you have a right to know how we will utilize the information that you provide to us. Together with our underwriters we have adopted this privacy policy to govern the use and handling of your personal information.

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, including but not limited to, public records or from another party who you may have provided information to pertinent to the sale, the purchase or collateralization of real property.

We may collect non-public personal information about you from the following sources:

- \*Information we receive from you such as on applications, communications with us which are in writing, by telephone, electronic means or in person.
- \*Information about your transactions we secure from our prior files which you may have been part of as a seller, a buyer or a borrower or from affiliates you may have done business with.
- \*Information we receive from a credit or consumer reporting agency.

We use the information collected for our own legitimate business purposes and not for the benefit of any non affiliated party. We do not share the information with any party outside of the transaction which you are presently involved with as a buyer, a seller, borrower or beneficiary. We will not release your information to non affiliated parties except as necessary to provide the product or service you have requested of us or as permitted by law. We may store your information indefinitely, including the period after which any customer relationship has ceased. The information concerning you may be used for any internal purpose such as quality control efforts or customer analysis. Even if you are no longer our customer, our privacy policy will continue to apply.

We will use our best efforts to ensure that no unauthorized parties have access to you information. We restrict public access to your personal information. We restrict access to your personal information with those individuals and entities needing to access your information in order to provide products and services for 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 statement. We will continue to maintain physical, electronic and procedural safeguards that are in compliance with federal regulations to protect and guard your non-public personal information.