

Preliminary Report

frontiertitle

Insurance Agency, Inc.



(801) 528-7081



(855) 772-2783



www.frontiertitle.us

Weber County Office

1893 E Skyline Dr
Suite 201
Ogden, UT 84403

Salt Lake County Office

10421 S Jordan Gateway
Suite 600
South Jordan, UT 84095

Utah County Office

2972 W Maple Loop Dr
Suite 301 N
Lehi, UT 84043

Issued By

Frontier Title Insurance Agency, Inc.

(Member's Name)

4591 North 3150 East

(Address)

Liberty, UT 84310

(801) 528-7081

(Telephone)



Attorneys
Title Guaranty
Fund, Inc.



ALTA Commitment Form (6/17/2006)

COMMITMENT FOR TITLE INSURANCE

Issued by

Attorneys Title Guaranty Fund, Inc.

Attorneys Title Guaranty Fund, Inc., a Colorado corporation (the "Company"), for 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 the 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.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.

A handwritten signature in black ink, appearing to read "Eric R. Morgan".

ERIC R. MORGAN
PRESIDENT

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 acquires 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 and Stipulations.
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 Stipulations 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 of 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 the 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://222.alta.org/>.



SCHEDULE A

File Number 1439

- 1. Effective Date: April 11, 2017 @ 8:00 a.m.
- 2. Policy or Policies to be issued: Premium
 - A. ALTA Owner's Policy, Amount
Proposed Insured:
 - B. ALTA 2006 Loan Policy, Amount \$200,000.00 \$690.00
Proposed Insured: **Unknown**
and/or its successors and assigns as their interests may appear
 - Endorsements: \$0.00
 - Additional Charges: \$
 - Total \$690.00

3. 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:

Matthew Shupe and Julie Shupe, husband and wife

4. The land referred to in this commitment is located in WEBER County, State of Utah and is described as follows:

See Schedule C attached hereto.

For informational purposes only, the property address is: 2900 East 4400 North, Liberty, Utah 84310

Countersigned at Liberty, Utah
Authorized Officer or Agent
Member Number: 4365

American Land Title Association Commitment-Utah
Form No. CU-A

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT:
Frontier Title Insurance Agency, Inc., 4591 North 3150 East, Liberty UT 84310
Phone: (801) 528-7081, Fax:

**SCHEDULE B-Section 1
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.

Item (c) Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.

Item (d) 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 \$150.00.

Item (e) You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

Item (f) If the applicant desires copies of any matters shown as exceptions in Schedule B - Section 2, the Company will furnish such upon request at no charge or a minimal charge as the case may be.

Item (g) This title commitment is subject to change based upon underwriter guidelines for the specific title insurance policy(s) to be issued.

American Land Title Association Commitment-Utah
Schedule B-Section 1
Form CU-B
Valid Only if Schedule B and Cover Are Attached.

SCHEDULE B-Section 2
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. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. 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.
5. 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.
6. General property taxes for the year 2016 were paid under Prior Tax ID Number 22-008-0060. Taxes for the year 2017 are accruing as a lien but are not yet due and payable. Tax Serial Number 22-008-0075.
7. Said property is within the boundaries of Liberty and Tax District 36, and is subject to any charges and assessments levied thereunder.
8. Any and all water rights, claims or title to water.
9. Any oil, gas and other mineral rights, and the consequences of the right to mine or remove such substances including, but not limited to express or implied easements and the right to enter upon and use the surface of the land for exploration, drilling, or extraction related purposes.
10. The effects, if any, of Easements and Rights of Ways for roads, ditches, canals, telephone and transmission lines, drainage, utilities or other, over, under, or across said property which are of record or which may be ascertained by an inspection or survey and covenants, conditions and restrictions of record.
11. Notice of Irrigation Systems and Irrigation Operation Agreements and Rights of Way, recorded January 16, 1986, as Entry No. 958077, in Book 1483, at Page 1034.
12. Resolution No. 18-96, recorded April 12, 1996, as Entry No. 1399404, in Book 1801, at Page 295.
13. Resolution NO. 25-96, recorded June 18, 1996, as Entry No. 1413086, in Book 1811, at Page 2786.
14. Resolution No. 23-2005, creating and establishing a Special Service District throughout all of Weber County, to be known as the "Weber Area Dispatch 911 and Emergency Services District", recorded January 24, 2006, as Entry No. 2156401, of Official

Records.

15. Resolution No. 27-2012, recorded December 13, 2012, as Entry No. 2610456, of Official Records.
16. Certificate of Creation of the Northern Utah Environmental Resource Agency, recorded January 20, 2015, as Entry No. 2718461, of Official Records.
17. Application for Assessment and Taxation of Agricultural Land, recorded November 28, 2012, as Entry No. 2607942, of Official Records.
18. **DEED OF TRUST**
Dated: 26 Sept 2016
Amount: \$ 192,297.00
Trustor: Matt Shupe and Julie Shupe
Trustee: Goldenwest Federal Credit Union
Beneficiary: Goldenwest Federal Credit Union
Recorded: 26 Sept 2016
Entry No.: 2816896
19. Greenbelt Application recorded on 4 Jan 2017 as Entry No. 2835465.

NOTE: The following names have been checked for judgments: Matt Shupe, Julie Shupe

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

NOTE: FOR INFORMATION PURPOSES ONLY: Official records indicate that, except for reconveyances and as indicated herein, the following transfers and/or conveyances of the subject property have taken place within the 24 months preceding the effective date of this Commitment:

The property was acquired 26 Sept 2018. No other transfers or conveyances in the last 24 months.

NOTE: UPON COMPLIANCE WITH UNDERWRITING REQUIREMENTS, EXCEPTION(S) 1-5 WILL BE OMITTED FROM THE LOAN 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, the 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, water rights, claims or title to water; minerals, oil and gas; (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

The ALTA Homeowner'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, the 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, water rights, claims or title to water; oil and gas; (3) Real Estate taxes or assessments for the current year and taxes or special assessments which are not shown as existing liens at date of policy; (4) Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete survey of the land and inspection of the land; (5) Covenants, conditions, restrictions, setbacks, easements and/or servitudes appearing in the public records. This exception does not impair the coverage afforded by Covered Risks 12, 13, 23, 24, and 26; (6) Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the public records. This exception does not impair the

coverage afforded under Covered Risk 25; (7) Any violation, variation, or encroachment of a boundary wall or fence. This exception does not impair the coverage afforded under Covered Risks 21 and 22; (8) Any security deed, mortgage, deed of trust, judgment, lien or encumbrance of any kind which has been created, suffered, and assumed by the insured or of which the insured has actual knowledge.



Countersigned at Liberty, Utah
Authorized Officer or Agent
Member Number: 4365

Please make any inquiries for Title questions to Frontier Title Insurance Agency, Inc., 4591 North 3150 East, Liberty UT 84310
Phone: (801) 528-7081, Fax: .

American Land Title Association Commitment-Utah
Schedule B-Section 2
Form No. CU-B



Attorneys
Title Guaranty
Fund, Inc.

Privacy Policy

ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that 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, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

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 are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

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 non-public 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 non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

Changes to this Privacy Policy

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

SCHEDULE C

File #: 1439

A parcel of land located in the Southeast Quarter of Section 18, Township 7 North, Range 1 East, Salt Lake Base & Meridian U.S. Survey:

Beginning at a point on the West line of said Southeast Quarter of Section 18 which point lies 666.86 feet North $0^{\circ}11'09''$ East along the Quarter Section line from the South Quarter corner of said Section 18; and running thence along said Quarter Section line North $0^{\circ}11'09''$ East 203.24 feet, thence South $89^{\circ}46'46''$ East 1168.63 feet; thence South $10^{\circ}02'06''$ West 206.26 feet; thence North $89^{\circ}46'46''$ west 1133.35 feet to the point of beginning.

Contains 233,929 s.f. or 5.37 Acres.

Tax Parcel No. 22-008-0075