



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

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We appreciate your order for the title work with our company on the property referenced below. Please use this sheet to reference information regarding this transaction.

**QUESTIONS?**

When calling our office regarding this transaction, please use the following information for reference:

**Escrow Officer:** Kerri Jo Christoffersen  
Email: [kerrijo@mvte.com](mailto:kerrijo@mvte.com)  
Phone: (801) 479-1191  
Fax: (801) 479-2777

**File Number:** 155139

**Property Address:** Raw Ground, UT

**Serial Number(s):** 15-060-0158

**Buyer/Borrower(s):** Bell Built Homes Inc.

**Seller(s):** Michael T. Henry  
Kaylene Henry

Please review the title report and let us know any concerns or discrepancies you may be aware of that we can eliminate during the closing process.

Your business is very valuable to Mountain View Title and Escrow. We are ready and willing to provide you with the best customer service in the business. Please let us know if there is anything else you need.

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# ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY


Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.


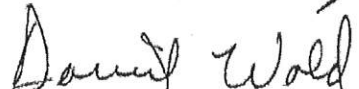
If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the Office of  
Mountain View Title and Escrow  
5732 South 1475 East #100  
Ogden, UT 84403  
(801) 479-1191

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

  
Authorized Countersignature

By  President  
Attest  Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
**Old Republic National Title Insurance Company**

**Transaction Identification Data for reference only:**

Issuing Agent: Mountain View Title and Escrow  
Issuing Office: 5732 South 1475 East #100, Ogden, UT 84403  
ALTA® Universal ID: N/A  
Loan ID Number: N/A  
Commitment Number: 155139  
Issuing Office File Number: 155139  
Property Address: Raw Ground, UT  
Revision Number:

**1. Commitment Date:** April 28, 2017 at 8:00 A.M.

**2. Policy to be issued:**

**Proposed Policy Amount**

(a) ALTA Owner's Policy            Standard

Proposed Insured:            Bell Built Homes Inc.

(b) ALTA Loan Policy            Extended

Proposed Insured:            Lender

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

Fee Simple

**4. Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:**

Michael T. Henry and Kaylene Henry, Husband and Wife as Joint Tenants with Full Right of Survivorship

**5. The Land is described as follows:**

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°09'34" WEST 761.00 FEET ALONG THE QUARTER SECTION LINE TO A CORNER FENCE POST; THENCE SOUTH 25°07'26" WEST 25.28 FEET ALONG A FENCE LINE TO A CORNER POST THENCE NORTH 89°01'32" WEST 14.53 FEET ALONG A FENCE LINE, THENCE NORTH 0°47'26" EAST 94.01 FEET ALONG A FENCE LINE TO A FENCE CORNER, THENCE NORTH 82°08'18" WEST 367.31 FEET ALONG A FENCE LINE AND BEYOND TO THE CENTER LINE OF A COUNTY ROAD KNOWN AS 2900 WEST STREET, THENCE NORTH 30°03'43" EAST 13.24 FEET ALONG THE CENTER LINE OF A COUNTY ROAD KNOWN AS 2900 WEST STREET, THENCE NORTH 29°16'16" EAST 264.95 FEET ALONG THE CENTER LINE OF A COUNTY ROAD KNOWN AS 2900 WEST STREET TO THE END POINT OF A LINE DEFINED IN A BOUNDARY LINE AGREEMENT BETWEEN DALE AND GLORIA LINDLEY AND RUTH WINWARD TRUST RECORDED SEPTEMBER 4, 2015 AS E# 2754633 IN THE RECORDS OF WEBER COUNTY, THENCE SOUTH 87° 30'00" EAST 393.57 FEET ALONG THE LINE DEFINED IN THE SAID BOUNDARY LINE AGREEMENT, (TO AND ALONG A FENCE LINE TO A FENCE CORNER); THENCE NORTH 1°30'06" EAST 141.97 FEET ALONG THE LINE DEFINED IN THE SAID BOUNDARY LINE AGREEMENT (ALONG A FENCE LINE AND BEYOND) TO THE POINT

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File No. 155139

ALTA Commitment For Title Insurance Schedule 8-1-16

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AMERICAN  
LAND TITLE  
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
**Old Republic National Title Insurance Company**

OF BEGINNING OF THE SAID BOUNDARY LINE AGREEMENT ALSO BEING ON THE SOUTH LINE OF THE CLINT BYBEE SUBDIVISION, THENCE SOUTH 86°28'59" EAST 450.38 FEET ALONG THE SOUTH LINE OF THE CLINT BYBEE SUBDIVISION AND BEYOND (SAID LINE ALSO BEING DEFINED IN A SEPARATE BOUNDARY LINE AGREEMENT RECORDED AS E# 1888796 IN BOOK 2284 AT PAGE 2297) THENCE SOUTH 87°19'45" EAST 171.85 FEET ALONG SAID LINE DEFINED IN THE BOUNDARY LINE AGREEMENT RECORDED AS E# 1888796 IN BOOK 2284 AT PAGE 297 TO THE SECTION LINE THENCE SOUTH 0°41'06" WEST 464.50 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART I**  
ISSUED BY  
**Old Republic National Title Insurance Company**

**Requirements**

File No.: 155139

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**

ISSUED BY  
**Old Republic National Title Insurance Company**

**Exceptions**

File No.: 155139

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Water rights, claims to water or water rights, whether or not shown in the public records.
3. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
4. 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, or claiming to be in possession, thereof.
5. Easements, liens encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
6. 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.
7. 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.
8. Taxes for the year 2016 have been paid in the amount of \$27.63. Taxes for the year 2017 are accruing as a lien but are not yet due or payable.  
SERIAL NUMBER: 15-060-0158

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

9. 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, WEBER / MORGAN HEALTH, TAYLOR / W WEBER CUL WATER DISTRICT, 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-

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**

ISSUED BY  
**Old Republic National Title Insurance Company**

**Exceptions**

S), WEBER FIRE G.O. BOND - 2006 SERIES

10. 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
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. EASEMENT  
Location: SEE DEED  
Purpose: SEE DEED  
Dated: January 23, 1956  
Recorded: January 25, 1956  
Entry Number: 250111  
Book: / Page: 503 / 500
13. Public Utility Easements including but not limited to utility lines, cable lines, overhead power lines and their supporting structures located over the property lines, as disclosed by a visual inspection of the subject property.
14. BOUNDARY LINE AGREEMENT  
Dated: November 12, 2002  
By and Between: LOREN K. EDDY, RUTH M. LINDLEY AND DALE R. LINDLEY  
Recorded: November 12, 2002  
Entry Number: 1888796  
Book: / Page: 2284 / 2297
15. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND 1969 FARMLAND ASSESSMENT ACT  
Recorded: December 28, 2015  
Entry Number: 2771290
16. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY  
Dated: December 1, 2014  
Recorded: January 20, 2015  
Entry Number: 2718461
17. NOTICE OF NON-BUILDABLE PARCEL  
Dated: May 27, 2015  
Recorded: May 27, 2015  
Entry Number: 2737676
18. AGREEMENT  
Dated: September 14, 2015  
By and Between: DALE R. AND GLORIA LINDLEY AND THE RUTH WINWARD TRUST DATED JUNE

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**

ISSUED BY  
**Old Republic National Title Insurance Company**

**Exceptions**

22, 1997  
Recorded: September 4, 2015  
Entry Number: 2754633

19. NOTE: NO EXISTING DEED OF TRUST APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.
20. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:  
  
BELL BUILT HOMES, INC  
MICHAEL T. HENRY  
KAYLENE HENRY
21. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.  
  
WARRANTY DEED DATED OCTOBER 30, 2015 BY AND BETWEEN DALE R. LINDLEY, TRUSTEE OF THE RUTH WINWARD TRUST DATED JUNE 22, 1997 TO MICHAEL T. HENRY AND KAYLENE HENRY, RECORDED AS ENTRY NUMBER: 2763656.  
  
QUIT CLAIM DEED DATED SEPTEMBER 16, 2015 BY AND BETWEEN THE RUTH WINWARD TRUST DATED JUNE 22, 1997, DALE R. LINDLEY TRUSTEE TO THE RUTH WINWARD TRUST DATED JUNE 22, 1997, DALE R. LINDLEY TRUSTEE, RECORDED AS ENTRY NUMBER: 2756340.
22. 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.
23. 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.

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**FACTS**

**WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

**Questions**

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

## Who we are

Who is providing this notice?

Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

## What we do

How does Old Republic Title protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <http://www.OldRepublicTitle.com/newnational/Contact/privacy>.

How does Old Republic Title collect my personal information?

We collect your personal information, for example, when you:

- Give us your contact information or show your driver's license
- Show your government-issued ID or provide your mortgage information
- Make a wire transfer

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes - information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See the "Other Important Information" section below for your rights under state law.

## Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.*

Non-affiliates

Companies not related by common ownership or control. They can be financial and non-financial companies.

- *Old Republic Title does not share with non-affiliates so they can market to you*

Joint marketing

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- *Old Republic Title doesn't jointly market.*

## Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

## Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

N.E. 1/4

60-1

SECTION 22, T.6N., R.2W., S.L.B.& M.

IN WEBER COUNTY

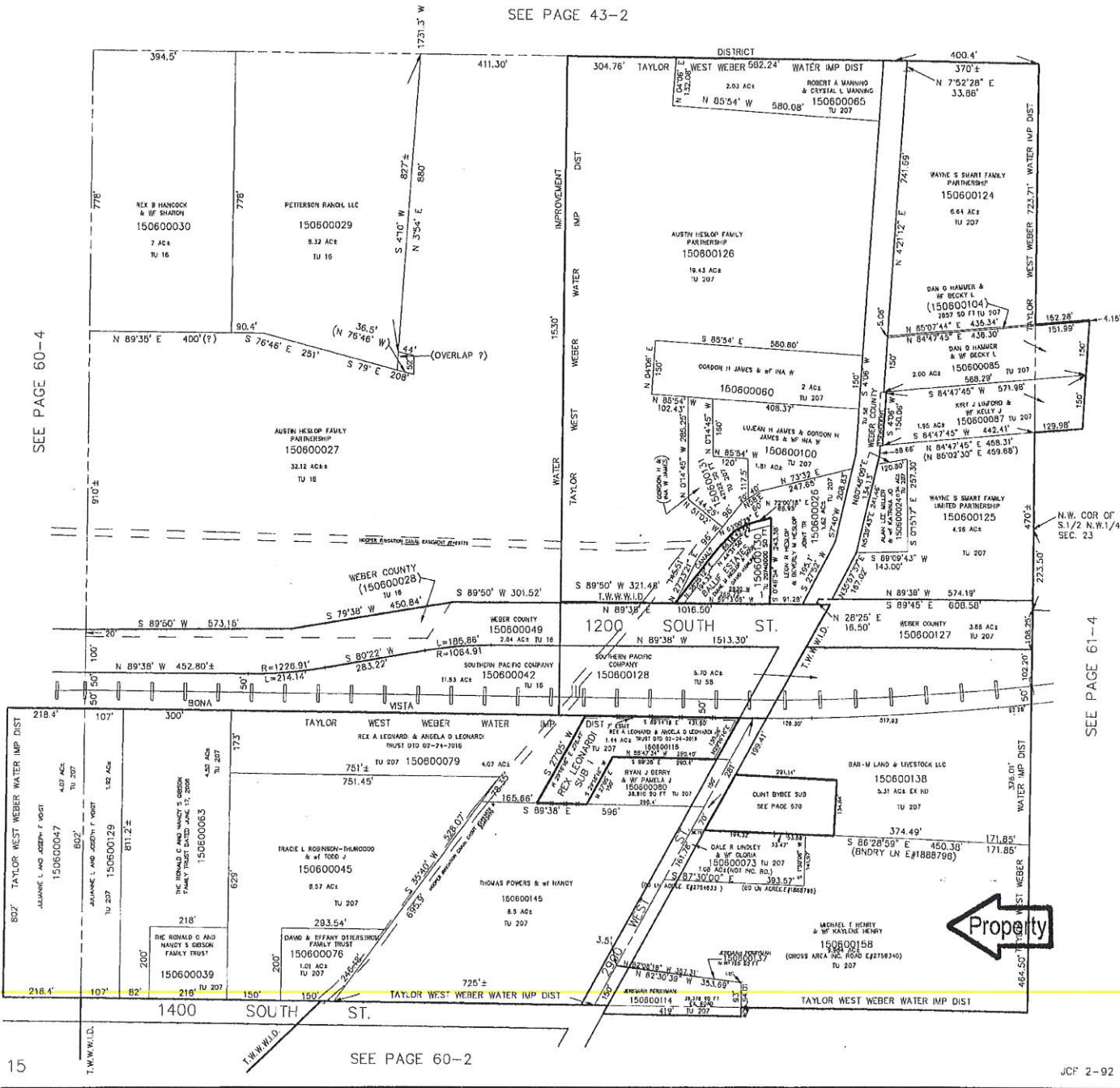
TAXING UNITS: 16,58,207

SCALE 1" = 200'

SEE PAGE 43-2

SEE PAGE 60-4

SEE PAGE 61-4





**Weber County**  
May 27, 2015



"W2737676"

E# 2737676 PG 1 OF 1  
LEANN H KILTS, WEBER COUNTY RECORDER  
27-MAY-15 250 PM FEE \$.00 DEP JKC  
REC FOR: WEBER COUNTY PLANNING

**Notice of Non-buildable Parcel**  
Legal Description

# 15-060-0146

PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY; BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE NORTH 464.5 FEET TO EXISTING FENCE LINE; THENCE NORTH 87D19'45" WEST 171.85 FEET, THENCE NORTH 86D28'59" WEST 455.76, THENCE SOUTH 0D38' EAST 142.26 FEET, MORE OR LESS, (AS PER BOUNDARY LINE AGREEMENT E#1888796 BK 2284 PG 2297) THENCE NORTH 87D30' WEST 390.86 FEET TO THE CENTER OF THE COUNTY ROAD THENCE NORTH 27D05' EAST ALONG CENTER OF COUNTY ROAD 220 FEET TO A POINT 707 FEET EAST, NORTH 35D40' EAST 695.9 FEET AND SOUTH 89D38' EAST 596 FEET FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION, THENCE NORTH 89D38" WEST 596 FEET, THENCE SOUTH 35D40' WEST 695.9 FEET, TO THE SOUTH LINE OF SAID QUARTER SECTION, THENCE EAST ALONG THE QUARTER SECTION LINE 725 FEET, MORE OR LESS, TO THE CENTERLINE OF 2900 WEST STREET, THENCE NORTHEASTERLY FOLLOWING SAID CENTERLINE 138.5 FEET, MORE OR LESS, THENCE SOUTH 82D08'18" EAST 352.39 FEET, THENCE SOUTH 74.01 FEET, MORE OR LESS, TO QUARTER SECTION LINE, THENCE EAST TO THE POINT OF BEGINNING. EXCEPT: BEGINNING AT A POINT ON THE CENTER OF A COUNTY ROAD, WEST 1192.06 FEET AND NORTH 9.59 FEET FROM THE EAST QUARTER CORNER SECTION 22, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, US SURVEY; RUNNING THENCE WEST ALONG THE QUARTER SECTION LINE 725 FEET, MORE OR LESS, THENCE NORTH 35D40' EAST 695.90 FEET, THENCE SOUTH 89D38' EAST 596 FEET TO THE CENTER OF COUNTY ROAD, THENCE SOUTH WEST ALONG THE CENTER OF SAID COUNTY ROAD 626.04 FEET TO THE POINT OF BEGINNING. CONTAINS 372,811 SQUARE FEET OR 8.6 ACRES. (E#2639541).

RE: Land Serial #15-060-0146 Notice of Non-buildable Parcel

The parcel of land with the Land Serial Number 15-060-0146 currently lies in the Agricultural 2 (A-2) Zone which requires a minimum lot size of 40,000 square feet and a minimum lot width of 100 feet on a dedicated right of way for a single family dwelling. This parcel with the above description does not appear in the county recorder plats until June 7, 2013 (E#2639541). The larger parent parcel found in 1962 has been divided a few times since zoning and subdivision requirements took effect for this part of Weber County. A home and subsequent one acre was separated in the mid 1970's to the north, and then again in the early 1980's for the home on the south. In 1999 a small silver of land was deeded to this home owner to the south further dividing the agricultural parcel. In 2002 a boundary line agreement was recorded involving properties on the north of the parcel. Finally in 2013 approximately eight acres which was on the other side of 2900 West was separated.

Since changes to the state code in 1992 and the Weber County subdivision regulations, any divisions of land since are required to comply with the regulations and be created by means of a subdivision plat.

Based on this information, the Weber County Planning Division does not consider this a legal buildable parcel since it was not divided pursuant to the Weber County Subdivision standards nor as per Utah Code, nor can the Weber County Planning Division issue any land use permits for this parcel as it is described. This parcel is considered as a **non-buildable parcel**. Should a change in the status of this parcel be desired, an application for subdivision is required with the proposed lot meeting the minimum requirements of the zone that it is in.

This letter addresses the legal status of the parcels based on area and width/frontage requirements only. The site has not been inspected to ensure that existing uses are allowed and existing structures meet required yard setbacks. These factors can also affect a land owner's ability to obtain a Land Use Permit and Building Permit. There may also be additional requirements that need to be met prior to a Building Permit being issued.

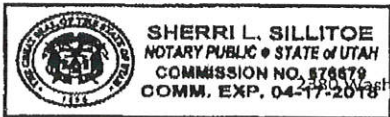
Dated this 27<sup>th</sup> day of May, 2015

Ben Hatfield  
Weber County Planning Division

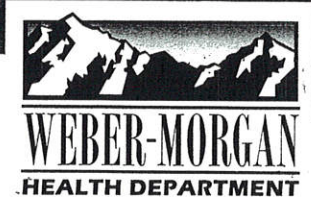
STATE OF UTAH )  
                          ) ss  
COUNTY OF WEBER)

On the 27<sup>th</sup> day of May, 2015, personally appeared before me Ben Hatfield the signer(s) of the foregoing instrument, who duly acknowledged to me that she/they executed the same.

Notary Public Sherril Sillitoe  
Residing at:



Weber County Planning Division | www.co.weber.ut.us/planning\_commission  
Washington Blvd., Suite 240 Ogden, Utah 84401-1473 | Voice: (801) 399-8791 | Fax: (801) 399-8862



April 5, 2017

Bell Built Homes  
4655 S 1900 W Suite #9  
Roy, UT 84067

**Subject: Water Table Monitoring, Located north of 1388 S 2900 W in Ogden, UT. Land Serial #15-060-0158.**

This letter is to notify you of the results for water table monitoring that was conducted on your property. Monitoring was performed from January 20, 2017 through March 10, 2017.

The water table for the subject property remained below 36 inches throughout the monitoring period. Therefore a **Conventional Wastewater Disposal System** would be suitable for the property with respect to water table.

The Weber-Morgan Health Department does not assert that this property meets zoning, subdivision or any other development feasibility requirements.

If not already accomplished, the following requirements must be satisfied in accordance with Utah Administrative code R317-4 and Weber-Morgan Health Department Onsite Wastewater Treatment System regulation, before the Weber-Morgan Health Department is able to issue a letter of feasibility for residential development on the property:

1. Approval of onsite systems in western Weber County is made in accordance with the AGround Water Management Plan for Western Weber County, (adopted by the Weber-Morgan Board of Health 27 August 2001). The plan addresses replacement systems and density requirements.
2. **Drinking water.** Indicate the source. If a private well is used to supply drinking water, the well must be installed and approved.
3. **Soils Evaluation and Percolation Testing.** Soil exploration pits shall be made at the minimum rate of one exploration pit per lot proposed. Application and guidance for soils evaluation are available at the health department or online at