



# AMICUS TITLE

**Escrow Officer: Carla Williams**  
**File No.: AM0623-CW**

1572 Woodland Park Dr. #5050  
Layton, UT 84041  
385-275-4422

<p><b>Subject Property Address</b> Not Assigned Huntsville, UT 84317</p>	<p><b>Buyer/Borrower(s):</b> Legacy Mountain Estates LLC</p> <p>Phone:</p> <p><b>Seller(s):</b> Nord Investments Company, a Utah limited partnership Not Assigned Huntsville, UT 84317 Phone:</p>
<p><b>Listing Agent</b></p> <p>Phone: Fax:</p>	<p><b>Selling Agent</b> Destination Properties LLC Dylan Lierd</p> <p>Phone: Fax:</p>
<p><b>Mortgage Broker</b></p> <p>Phone: Fax:</p>	<p><b>Loan Processor</b></p> <p>Phone: Fax:</p>



ALTA Commitment Form (6-17-06)

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California 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 (6) 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, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Issued through the office
Amicus Title Insurance Agency

[Handwritten signature]

Authorized Signature

WESTCOR LAND TITLE INSURANCE



By: Mary O'Donnell
President
Attest: [Signature]
Secretary

(This Schedule A valid only when Schedule B is attached)

## 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/> >.*

(This Schedule A valid only when Schedule B is attached)



## Title Insurance Commitment

ISSUED BY

**AMICUS TITLE & ESCROW SERVICES, LLC**

# Schedule A

1572 Woodland Park Dr. #5050

Layton, UT 84041

File No.: **AM0623-CW**

1. Effective Date: **February 4, 2021 at 12:00 AM**

2. Policy (or Policies) to be Issued

**POLICY AMOUNT**

a. ALTA Standard Owner's Policy of Title Insurance

**\$825,000.00**

Premium:

**\$3,045.00**

Proposed Insured: **Legacy Mountain Estates LLC**

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by

**Nord Investments Company, a Utah limited partnership**

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

See Exhibit "A" attached hereto and made a part hereof.

The following is shown for information purposes only:

Property Address: Not Assigned, Huntsville, UT 84317

(This Schedule A valid only when Schedule B is attached)

Commitment

AM0623-CW

## EXHIBIT "A"

PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S SURVEY; BEGINNING AT A POINT ON THE NORTH LINE OF PINEVIEW HEIGHTS SUBDIVISION, AN UNRECORDED PLAT IN WEBER COUNTY, UTAH, SAID POINT BEING 904.56 FEET NORTH 89°35'12" WEST ALONG A QUARTER SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 23, AND RUNNING THENCE NORTH 89°35'12" WEST 775.44 FEET ALONG SAID QUARTER SECTION LINE AND SAID NORTH LINE OF PINEVIEW HEIGHTS SUBDIVISION, THENCE NORTH 0°48'23" EAST 717.05 FEET, THENCE SOUTH 89°11'37" EAST 1085.34 FEET, THENCE SOUTH 0°48'23" WEST 603.34 FEET TO THE SNOW BASIN ROAD, THENCE TWO (20 COURSES ALONG SAID ROAD AS FOLLOWS: WESTERLY ALONG THE ARC OF A 333.70 FOOT RADIUS CURVE TO THE LEFT 364.82 FEET (LC BEARS SOUTH 77°21'43" WEST 346.92 FEET) AND SOUTH 43°57'28" EAST 39.05 FEET TO THE POINT OF BEGINNING.


TOGETHER WITH A PERPETUAL FIFTEEN (15) FOOT INGRESS AND EGRESS RIGHT OF WAY, THE SOUTHERLY AND EASTERLY LINE DESCRIBED AS FOLLOWS, TO-WIT: A PART OF THE NORTHEAST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U S SURVEY: BEGINNING AT A POINT ON THE WEST LINE OF SNOWBASIN ROAD, SAID POINT BEING 50.00 NORTH 89°39'14" WEST ALONG A QUARTER SECTION LINE, AND 303.24 FEET NORTH 28°01'42" EAST, AND 405.69 FEET NORTH 04°14'17" EAST AND 258.27 FEET NORTH 38°58'37" WEST, AND 150.00 FEET NORTH 70°48'28" EAST TO THE WESTERLY RIGHT OF WAY LINE OF SNOWBASIN ROAD, AND NORTHWESTERLY ALONG THE ARC OF A 205.28 FOOT RADIUS CURVE TO THE RIGHT 179.21 FEET (CENTRAL ANGLE IS 50°01'11" AND LC BEARS NORTH 33°44'04" WEST 173.57 FEET) FROM THE EAST QUARTER CORNER OF SAID SECTION 23, AND RUNNING THENCE SOUTH 89°41'28" WEST 9.98 FEET; THENCE WESTERLY ALONG THE ARC OF A 767.46 FOOT RADIUS CURVE TO THE LEFT 331.58 FEET (CENTRAL ANGLE IS 24°45'17" AND LC BEARS SOUTH 77°18'51" EAST 329.01 FEET); THENCE SOUTH 64°56'13" WEST 50.00 FEET; THENCE WESTERLY ALONG THE ARC OF A 664.32 FOOT RADIUS CURVE TO THE RIGHT 220.96 FEET (CENTRAL ANGLE IS 19°03'25" AND LC BEARS SOUTH 74°27'55" WEST 219.94 FEET); THENCE SOUTH 00°44'21" WEST 201.53 FEET, MORE OR LESS, TO THE NORTHEAST BORDER OF GRANTEES PROPERTY.

Tax Parcel No.: 20-035-0001

(This Schedule A valid only when Schedule B is attached)

Commitment


AM0623-CW

	<p>Title Insurance Commitment</p>
	<p>ISSUED BY <b>AMICUS TITLE &amp; ESCROW SERVICES, LLC</b></p>
<p><b>Schedule B Part I Requirements</b></p>	<p>1572 Woodland Park Dr. #5050 Layton, UT 84041</p>

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. 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.
- e. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
- f. This Commitment will be subject to 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 of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment if not cleared prior to recordation of the insured interest.
- g. Pay all general and special taxes now due and payable.
- h. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.
- i. Notice to applicant: 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.
- j. Notice to applicant: the land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.
- k. **A copy of the Articles of Organization and an Operating Agreement and a Good Standing Certificate evidencing that of Legacy Mountain Estates, LLC is in good standing in the state of its organization. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.**
- l. **Proof will be required of the authority of the officers to execute documents relating to the proposed transaction on behalf of Nord Investments Company before title insurance will be issued.**

- m. In the event that any exception for survey matters in Schedule B-II of this Commitment is/are to be deleted in any Policy to be issued pursuant hereto, the Company will require the following:(a) Delivery to and approval by the Company of a survey plat, based on a survey, made in accordance with "Minimum Standard Detail Requirements for Land Title Surveys", jointly established and adopted by ALTA (American Land Title Association) and ACSM (American Congress on Surveying and Mapping) and the NSPS (National Society of Professional Surveyors, Inc.) including but not limited to the disclosure of observable evidence of access or lack thereof, and parcel lines shall clearly indicate contiguity, gores, and overlaps, etc.(b) Boundary line agreements, deeds, or other recordable documentation, i.e., court orders, etc., necessary to create common boundaries.

	<p><b>Title Insurance Commitment</b></p>
	<p>ISSUED BY  <b>AMICUS TITLE &amp; ESCROW SERVICES, LLC</b></p>
<p><b>Schedule B                  Part II                  Exceptions</b></p>	<p>1572 Woodland Park Dr. #5050                  Layton, UT 84041</p>

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

1. The Lien of Real Estate Taxes or assessments imposed on the title by a governmental authority that are not shown as existing Liens in the Records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, claims of easement or encumbrances that are not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land and not shown in the Public Records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.

**Exception Numbers 1 through 6 will not appear in any Extended Coverage Policy to be issued hereunder.**

7. Taxes for the year 2021 are now a lien, but not yet due. Taxes for the year 2020 have been paid in the amount of \$1,870.34. Tax ID No. 20-035-0001.
8. Said property is located within the boundaries of Weber Basin Water Conservancy District, Weber County Mosquito Abatement District, Weber Fire District, Ogden Valley Parks Service Area, Weber Area Dispatch 911 and Emergency Services District, Weber County Fire and is subject to the charges and assessments levied thereunder.
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. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, cable, fiber optic, sewer, gas or water lines, and right of way and easements thereof.
11. Easements or Rights of Way for private or governmental service providers for utility purposes, and any claims thereunder.
12. Matters that would be disclosed by examination of a certified survey, i.e., encroachments, fence lines, discrepancies in boundaries, and any claims thereunder.



13. The rights of parties in possession of the subject property under un-recorded leases, contracts, rental or occupancy agreements, and any claims, rights or interest arising thereunder.
14. Resolution No. 27-2012, confirming the Tax to be Levied for Municipal Services, and the terms, conditions and limitations contained therein:  
Recorded: December 13, 2012  
Entry No.: 2610456
15. Certificate of Creation establishing the Northern Utah Environmental Resource Agency ("NUERA") and the terms, conditions and limitations contained therein, recorded on January 20, 2015, as Entry No. 2718461 of Official Records.
16. Certificate of Dissolution, pertaining to Ogden Valley Natural Gas District, and the terms, conditions and limitations contained therein:  
Recorded: May 25, 2016  
Entry No.: 2795066
17. Resolution No. 12-2016 of the Board of County Commissioners of Weber County approving Dissolution of the Ogden Valley Natural Gas District, and the terms, conditions and limitations contained therein, recorded on May 25, 2016, as Entry No. 2795067 of Official Records.
18. Ogden Valley Parks Service Areas Notice of Impending Boundary Action, and the terms, conditions and limitations contained therein:  
Recorded: December 28, 2017  
Entry No.: 2897533
19. Weber County Resolution No. 43-2017, a resolution to initiate the annexation of unincorporated areas, and the terms, conditions and limitations contained therein:  
Recorded: December 28, 2017  
Entry No.: 2897534
20. Resolution 5, approving an adjustment of the District Boundary, and the terms, conditions and limitations contained therein:  
Recorded: December 28, 2017  
Entry No.: 2897535
21. Assignment of Memorandum Agreement, and the terms, conditions and limitations contained therein:  
Recorded: January 19, 1981  
Entry No.: 828495  
Book/Page: 1375/47
22. Assignment of Memorandum Agreement, and the terms, conditions and limitations contained therein:  
Recorded: January 19, 1981  
Entry No.: 828496  
Book/Page: 1375/48
23. Subject to a perpetual easement as shown in Quit Claim Deed, recorded August 6, 1996, as Entry No. 1422087, in Book 1819, at Page 1641, of Official Records.

**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.

\* \* \* \* \*

**NOTE:** Judgments and Public Records have been checked against the following:

**Nord Investments Company  
Legacy Mountain Estates LLC**

There were no judgments found, except as shown herein.

**NOTE:** For informational purposes only, a 24 month chain of title is provided: A review of the records contained in the County Recorder's Office was conducted to the effective date of this commitment as shown in Schedule "A" herein and the following Deeds of Conveyance and/or Real Estate Purchase Contracts were found:

**NONE**



**NOTICE OF PRIVACY POLICY**

**OF**

**Westcor Land Title Insurance**

Westcor Land Title Insurance ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

**Who is Covered**

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

**Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

**Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

**Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

**Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*