

**SCHEDULE A**

**Inwest Title Services, Inc.**

**ORDER NUMBER: 201155**

**COMMITMENT NUMBER: 201155**

**1. Effective Date: MAY 30, 2013 @ 6:00 PM**

**2. Policy or Policies to be issued:**

**(a) A.L.T.A. Owner's Policy - (6/17/06)**

**Proposed Insured**

**Amount of Insurance**

**\$**

**Premium Amount**

**0.00**

**(b) A.L.T.A. Loan Policy - (6/17/06)**

**Proposed Insured:**

**\$**

**0.00**

**ENDORSEMENTS**

Endorsement Total:\$

0.00

Premium Total:\$

0.00

Additional Charges:\$

0.00

**OTHER ENDORSEMENTS:**

**OTHER SERVICES:**

COMMITMENT ONLY

TOTAL: \$

0.00

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is**

FEE SIMPLE

**4. Title to the estate or interest in said land is at the effective date hereof vested in:**

MATTHEW SHANE RASMUSSEN AND LAURA MASNER RASMUSSEN, HUSBAND AND WIFE AS JOINT TENANTS

**5. The land referred to in this commitment is described as follows:**

LOT 1R, CALAIS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WEBER COUNTY RECORDER'S OFFICE, STATE OF UTAH.

INCLUDING LOTS 1 AND 2 OF PROPOSED BYBEE POND SUBDIVISION.

**PROPERTY KNOWN AS: 2927 EAST MELANIE LANE OGDEN UT 84403**

**TO: CASH TRANSACTION**

**ATTN: MATT RASMUSSEN**

**CUSTOMER REFERENCE NO.:**



Authorized Counter Signature

**ESCROW/CLOSING INQUIRIES SHOULD BE DIRECTED TO SANDRA H. COPE, AT 801-399-3544.**

**LOCATED AT 2037 WEST COMMERCE WAY WEST HAVEN UT 84401.**

**ISSUED BY: STEWART TITLE GUARANTY**

## SCHEDULE B

**Invest Title Services, Inc.**

**ORDER NUMBER:** 201155

**COMMITMENT NUMBER:** 201155

**Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:**

(Section 1)

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.

(Section 2)

**The following matters will be excepted in Schedule B of the policy to be issued:**

1. TAXES FOR THE YEAR 2013 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:  
YEAR: 2012  
STATUS: PAID  
AMOUNT: \$3,417.06  
SERIAL NO.: 07-574-0001
2. THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE SPECIAL ASSESSMENT DISTRICT(S) SHOWN BELOW, AND IS SUBJECT TO ALL CHARGES AND/OR ASSESSMENTS LEVIED THEREBY:  
DISTRICT(S): WEBER COUNTY GENERAL FUND  
DISTRICT(S): WEBER COUNTY G. O. BOND FUND  
DISTRICT(S): LIBRARY  
DISTRICT(S): WEBER SCHOOL DISTRICT  
DISTRICT(S): STATEWIDE SCHOOL BASIC LEVY  
DISTRICT(S): MOSQUITO ABATEMENT DISTRICT  
DISTRICT(S): WEBER BASIN WATER-GENERAL  
DISTRICT(S): UINTAH HIGHLANDS IMPROVEMENT  
DISTRICT(S): CENTRAL WEBER SEWER DISTRICT  
DISTRICT(S): WEBER/MORGAN HEALTH  
DISTRICT(S): JUDGEMENT LEVY- W.C.  
DISTRICT(S): PARAMEDIC FUND  
DISTRICT(S): WEBER FIRE DISTRICT  
DISTRICT(S): ASSESS & COLLECT/STATE  
DISTRICT(S): ASSESS & COLLECT/ COUNTY  
DISTRICT(S): UNINCORP WEBER COUNTY  
DISTRICT(S): WEBER SCHOOL JUDGEMENT LEVY  
DISTRICT(S): WEBER AREA 911 AND EMERGENCY SERVICE  
DISTRICT(S): WEBER FIRE G.O. BOND-2006
3. ORDINANCE OF 2001-11  
RECORDED: JUNE 13, 2001  
ENTRY NO.: 1776373  
BOOK/PAGE: 2145/2880  
PURPOSE: AN ORDINANCE OF WEBER COUNTY TO VACATE MICK RASMUSSEN SUBDIVISION AND ALL EASEMENTS.

(Continued)

**CONTINUATION SHEET  
SCHEDULE B**

***Invest Title Services, Inc.***

**ORDER NUMBER:** 201155

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4. RESOLUTION 27-2012  
RECORDED: DECEMBER 13, 2012  
ENTRY NO.: 2610456  
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. TOGETHER WITH ANY ASSESSMENTS OR CHARGES LEVIED THEREBY.
  
5. 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.
  
6. AGREEMENT TO CONVEY UTILITY AND WATERLINE EASEMENT  
DATED: MAY 17, 1999  
RECORDED: MAY 18, 1999  
ENTRY NO: 1636861  
BOOK/PAGE: 2012/1036  
GRANTOR: JOHN VAL BROWNING  
GRANTEE: GEORGE MICHAEL RASMUSSEN
  
7. DEED GRANTING EASEMENT  
RECORDED: MAY 18, 1999  
ENTRY NO: 1636862  
BOOK/PAGE: 2012/1041  
GRANTOR: JOHN VAL BROWNING  
GRANTEE: GEORGE MICHAEL RASMUSSEN
  
8. A PUBLIC UTILITY AND ROAD MAINTENANCE EASEMENT, TOGETHER WITH INCIDENTAL RIGHTS THERETO, OVER THE NORTHEASTERLY 12 FEET OF THE LAND AS SHOWN ON THE RECORDED PLAT.
  
9. (A) RIGHTS, IF ANY, OF THE PROPERTY OWNERS ABUTTING THE POND OR ADJOINING STREAMS OR WATER IN AND TO THE WATERS OF THE POND AND IN THE BED THEREOF.  
(B) BOATING AND FISHING RIGHTS OF PROPERTY OWNERS ABUTTING THE POND OR STREAM OF WATER LEADING THERETO OR THEREFROM.  
(C) NAVIGATIONAL SERVITUDES AND ALL OTHER RIGHTS, TITLES, AND POWERS OF THE UNITED STATES, THE STATE, LOCAL GOVERNMENT AND THE PUBLIC OVER SAID POND, ITS BED, AND ITS SHORE LANDS EXTENDING TO THE ORDINARY HIGH WATER LINE THEREOF.  
(D) THE CONSEQUENCE OF ANY CHANGE IN THE LOCATION OF THE POND WHICH FORMS A BOUNDARY LINE OF THE LAND, INCLUDING ANY DETERMINATION THAT SOME PORTION OF THE LAND HAS BEEN INCLUDED WITHIN POND.
  
10. (A) ANY PAST OR FUTURE CHANGE IN THE STREAM WHICH RUNS OVER AND ACROSS THE LAND.  
(B) ANY DISPUTE ARISING OVER THE LOCATION OF THE OLD BED.  
(C) ANY VARIANCE BETWEEN THE BOUNDARY LINE AS ORIGINALLY CONVEYED AND THE CURRENT BOUNDARY THEREOF AS NOW USED OR OCCUPIED.  
(D) RIGHTS OF THE UPPER OR LOWER RIPARIAN OWNERS IN AND TO THE FREE AND UNOBSTRUCTED FLOW OF WATER OF SAID BODY OF WATER.

(Continued)

**CONTINUATION SHEET  
SCHEDULE B**

***Invest Title Services, Inc.***

**ORDER NUMBER: 201155**

**COMMITMENT NUMBER: 201155**

11. NOTES, SETBACK LINES, CONDITIONS, RESTRICTIONS, EASEMENTS, REQUIREMENTS, STIPULATIONS AND ALL MATTERS AS SET FORTH ON THE RECORDED DEDICATION PLAT.
12. ACKNOWLEDGEMENT, DISCLOSURE AND AGREEMENT REGARDING DEVELOPMENT OF PROPERTY LOCATED WITHIN A NATURAL HAZARDS SPECIAL STUDY AREA:  
RECORDED: SEPTEMBER 1, 1998  
ENTRY NO: 1571092  
BOOK/PAGE: 1953/1458  
HAZARD: SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN
13. ACKNOWLEDGEMENT, DISCLOSURE AND AGREEMENT REGARDING DEVELOPMENT OF PROPERTY LOCATED WITHIN A NATURAL HAZARDS SPECIAL STUDY AREA:  
RECORDED: JUNE 13, 2001  
ENTRY NO: 1776376  
BOOK/PAGE: 2145/2883  
HAZARD: SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN
14. SUBJECT TO A 20 FOOT EASEMENT ACROSS THE SOUTHWEST SIDE OF PROPOSED LOT 1, BYBEE POND SUBDIVISION.
15. TRUST DEED  
DATED: NOVEMBER 8, 1988  
RECORDED: NOVEMBER 10, 1988  
ENTRY NO: 1062984  
BOOK/PAGE: 1550/1825  
AMOUNT: \$80,000.00  
EXECUTED BY: GEORGE MICHAEL RASMUSSEN AND SUZANNE M. RASMUSSEN  
TRUSTEE: MOUNTAIN VIEW TITLE & ESCROW, INC.  
BENEFICIARY: R.H.W. PROPERTIES FAMILY PARTNERSHIP
16. NOTICE OF DEFAULT  
DATED: AUGUST 26, 1991  
RECORDED: AUGUST 27, 1991  
ENTRY NO.: 1150243  
BOOK/PAGE: 1606/1884  
AFFECTS ENTRY NO: 1062984
17. REVOLVING CREDIT DEED OF TRUST  
DATED: JULY 27, 2005  
RECORDED: AUGUST 10, 2005  
ENTRY NO: 2121720  
AMOUNT: \$200,000.00  
EXECUTED BY: MATTHEW SHANE RASMUSSEN AND LAURA MASNER RASMUSSEN  
TRUSTEE: ZIONS FIRST NATIONAL BANK  
BENEFICIARY: ZIONS FIRST NATIONAL BANK

## SCHEDULE C

***Inwest Title Services, Inc.***

**ORDER NUMBER:** 201155

**COMMITMENT NUMBER:** 201155

**The following requirements must be met:**

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed delivered and recorded.
4. 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.

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc. Which are not covered by this report or insured under a Title Insurance Policy.

**Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction.**

5. PAYMENT OF ALL OUTSTANDING ASSESSMENTS, SPECIAL ASSESSMENTS AND CHARGES BY REASON OF THE LAND BEING INCLUDED WITHIN THE BOUNDARIES OF ANY SPECIAL TAXING DISTRICT AS PROVIDED BY STATUTE. THE PUBLIC RECORD DISCLOSES INCLUSION OF THE LAND WITHIN SPECIAL TAXING DISTRICTS THAT MAY LEVY SUCH ASSESSMENTS, SPECIAL ASSESSMENTS AND CHARGES AS SET OUT ON SCHEDULE B, HEREOF.
6. RECONVEYANCE OF TRUST DEED SET OUT AS EXCEPTION NO. 15 AND 17, OF SCHEDULE B, HEREOF.
7. WARRANTY DEED EXECUTED BY: MATTHEW SHANE RASMUSSEN and LAURA MASNER RASMUSSEN  
IN FAVOR OF: TBD  
CONVEYING FEE SIMPLE TITLE.
8. NECESSARY DOCUMENTS/INSTRUMENTS AS REQUIRED TO SECURE THE DESIRED INTEREST IN THE LAND.
9. THE FOLLOWING NAMES HAVE BEEN CHECKED FOR JUDGMENTS, FEDERAL AND STATE TAX LIENS,  
NONE HAVE BEEN FOUND EXCEPT AS NOTED ON SCHEDULE B.

MATTHEW SHANE RASMUSSEN  
LAURA MASNER RASMUSSEN

10. ACCORDING TO THE OFFICIAL RECORDS, THERE HAVE BEEN NO DOCUMENTS CONVEYING TITLE TO THE LAND DESCRIBED HEREIN WITHIN 24 MONTHS PRIOR TO THE DATE OF THIS COMMITMENT, EXCEPT AS FOLLOWS:

NONE

**Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Inwest Title Services, Inc.**

## **Privacy Policy Notice**

### **PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non public personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Inwest Title Services, Inc..**

We may collect nonpublic personal information about you from the following sources:

Information we receive from you, such as on applications or other forms.

Information about your transactions we secure from our files, or from our affiliates or others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

### **WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE  
Issued by

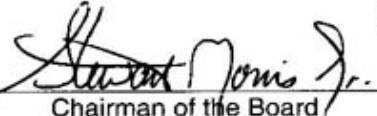


STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described 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 Commitment 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.

  
Chairman of the Board  
Countersigned by:

STEWART TITLE<sup>®</sup>  
GUARANTY COMPANY



  
President



  
Authorized Signature

INWEST TITLE SERVICES, INC.  
2037 WEST COMMERCE WAY  
WEST HAVEN, UT 84401  
PH: 801-399-3544  
FAX: 801-399-3658



This product proudly produced in the U.S.A. by Inwest Title

## 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 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/>.



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.