



# 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.

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Issued through the Office of



**TITLE GUARANTEE**  
A TITLE INSURANCE AGENCY

**Trent Larson, License #: 105876**  
Authorized Signatory

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

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.

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- (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.

## **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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## Schedule A

ALTA COMMITMENT



**TITLE GUARANTEE**  
A TITLE INSURANCE AGENCY

**Transaction Identification Data for reference only:**

Issuing Agent: Title Guarantee, A Title Insurance Agency, LLC  
Issuing Office's ALTA® Registry ID: 1129731  
Loan ID Number:  
Revision Number: AMD 2

Issuing Office: 955 Chambers Street, #240, South Ogden, UT 84403  
Issuing Office File Number: 39740-JM  
Commitment Number: 39740-JM-AMD 1  
Property Address: 2459 South 3500 West, Ogden, UT 84401

1. Commitment Date: 04/15/2022 at 8:00 AM
2. Policy to be issued:
  - a. ALTA Homeowner's Policy  
Proposed Insured: TBD  
Proposed Policy Amount: \$  
Title Premium: \$  
Endorsements: NONE
  - b. ALTA Expanded Coverage Residential Loan Policy  
Proposed Insured:  
Proposed Policy Amount: \$  
Title Premium: \$  
Endorsements: NONE
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:  
Judy L. Kent, Trustee of The Judy L. Kent Family Trust under agreement dated October 30, 2015
5. The Land is described as follows:  
See legal description in Exhibit "A" attached hereto and made a part hereof.

### Old Republic National Title Insurance Company

\_\_\_\_\_  
*Authorized Signatory*  
Title Guarantee, A Title Insurance Agency, LLC

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## Schedule B-I

ALTA COMMITMENT



**TITLE GUARANTEE**  
A TITLE INSURANCE AGENCY

### Requirements

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.

Duly authorized and executed Deed from Judy L. Kent, a married man and of The Judy L. Kent Family Trust dated October 30, 2015, to TBD, to be executed and recorded at closing.

Duly authorized and executed Deed of Trust from TBD, to \_\_\_\_\_, securing its loan in the amount of \$\_\_\_\_\_.

5. Subject to the Terms, Conditions and Stipulations of the Trust referred to herein.  
REQUIREMENT: A copy of the instrument said Trust must be submitted for review.

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Schedule B I

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## Schedule B-II

ALTA COMMITMENT



### Exceptions

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, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Taxes for the year 2022 now a lien, not yet due. Tax Serial No. 15-504-0002 General Property Taxes for the year 2021 have been PAID in the amount of \$1,734.64. Tax Serial No. 15-504-0002
8. The subject property is located within the boundaries of the special assessment district 516 shown, and is subject to all charges and/or assessments levied thereby:
  - Weber County
  - Weber County G O Bond Fund
  - Library
  - Weber School District
  - Statewide School Basic Levy
  - Mosquito Abatement District
  - Weber Basin Water - General
  - West Weber / Taylor Cemetery
  - Weber / Morgan Health
  - Taylor / W Weber Cul Water District
  - Weber County Judgment Levy
  - Paramedic Fund
  - Weber Fire District

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Schedule B II

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Assess and Collect / State  
Assess and Collect / County  
Unincorp Services Fund  
Weber School Judgment Levy  
Weber Area 911 and Em Service  
Weber Fire G.O. Bond - 2006  
Weber Fire Judgment Levy  
State Charter School Levy Weber  
Western Weber Park District

9. Subject to a Central Weber Sewer Improvement District Notice of Annexation, upon the terms and conditions therein provided, recorded July 31, 2003, as Entry No. 1961464, in Book 2414, at Page 1943, of Official Records.
10. Subject to a Resolution No. 27-2012, A Resolution of the Board of County Commissioners of Weber County, Utah, confirming the tax to be levied for municipal services provided to the unincorporated area of Weber County and describing the services to be provided therein, upon the terms and conditions therein provided, recorded December 13, 2012, as Entry No. 2610456, of Official Records.
11. Subject to a Certificate of Creation, in favor of Northern Environmental Resource Agency, dated October 28, 2014, upon the terms and conditions therein provided, recorded January 20, 2015, as Entry No. 2718461, of Official Records.
12. Subject to a Certificate of Creation, in favor of Western Park District, dated July 11, 2017, upon the terms and conditions therein provided, recorded August 1, 2017, as Entry No. 2870841, of Official Records.
13. Any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon or under the above described tract of land, together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises and the right of ingress and egress for the use of said rights, along with any other rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).
14. Claim, right, title or interest to water or water rights, whether or not shown by the public records.
15. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claims and/or liens thereunder.
16. Subject to easements, building setback lines, restrictions, dedications or offer for dedications if any, conditions of approval if any, and notes if any, all as set forth on the recorded plat.
17. Easements and rights of way of record or enforceable in law and equity for any existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines now existing over, under or across subject property.
18. The lack of access to and from subject property by means of any public road, right of way or easement.
19. Subject to an Agreement, by and between the State of Utah, acting through the Board of Water Resources, and the Wilson Irrigation Company, a corporation, upon the terms and conditions therein provided, recorded May 17, 1996, as Entry No. 1406857, in Book 1806, at Page 2976, in the [official records](#)
20. Easement for the use of the Distribution System and incidental purposes, the location of which was not disclosed, as created in favor of the State of Utah, acting through the Board of Water Resources, by instrument recorded May 17, 1996, as Entry No. 1406858, in Book 1806, at Page 2985, of Official Records, in the [official records](#)

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21. Easement and right of way upon the terms and conditions therein provided, in favor of JFL Gallop Bend, LLC, a Utah limited liability company, its successors and assigns, recorded December 14, 2016, as Entry No. 2831902, of Official Records, affecting a twenty (20) foot perpetual easement for the construction, maintenance and operation of a sanitary sewer line, in the [official records](#)
22. Subject to a Declaration of Deed Covenant to Run with the Land Concerning Provision of Irrigation Water, by and between Taylor West Weber Improvement District, Weber County, State of Utah, upon the terms and conditions therein provided, recorded February 23, 2010, as Entry No. 2459905, in the [official records](#)
23. Subject to a Deferring Public Improvements Agreement, upon the terms and conditions therein provided, recorded February 23, 2010, as Entry No. 2459906, in the [official records](#)
24. Boundary Agreement dated November 30, 2016, by and between JFL Gallop Bend, LLC, a Utah limited liability company and Judy L. Kent, as Trustee of the July L. Kent Family Trust, recorded December 14, 2016, as Entry No. 2831903, in the [official records](#)
25. Rights of the public and others entitled thereto, to use for street and incidental purposes, any portion of the premises lying within the boundaries of 3500 West.
26. Any matters that might be disclosed by an accurate survey of said premises.
27. 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.

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According to the Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows: None

A Warranty Deed, recorded November 4, 2015, as Entry No. 2764275, in the [official records](#)

NOTE: This Commitment has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein on both the Owner(s) and Buyer(s) named herein (where applicable). The following names have been checked: Judy L. Kent, individual/trustee The Judy L. Kent Family Trust

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## Exhibit A

ALTA COMMITMENT



### Property Description

All of Lot 2, Fosters Subdivision, Weber County, State of Utah, according to the official Plat thereof.

Tax Serial No.: 15-504-0002

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Exhibit A

ALTA Commitment for Title Insurance

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