

**Issued By**

Frontier Title Insurance Agency, Inc.

(Member's Name)

1893 E. Skyline Drive, Ste. 205

(Address)

Ogden, UT 84403

801-518-3618

(Telephone)



Attorneys  
Title Guaranty  
Fund, Inc.



**ALTA Commitment Form (6/17/2006)**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

***Attorneys Title Guaranty Fund, Inc.***

Attorneys Title Guaranty Fund, Inc., a Colorado corporation (the "Company"), for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of the Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

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

ATTORNEYS TITLE GUARANTY FUND, INC.

A handwritten signature in black ink, appearing to read "Eric R. Morgan". The signature is written in a cursive, flowing style.

ERIC R. MORGAN  
PRESIDENT

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the Proposed Insured has or acquires actual knowledge of any defect lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the Proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named Proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the Proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action of actions or rights of action that the Proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of the Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://222.alta.org/>>.



SCHEDULE A

File Number 1013

- 1. Effective Date: April 30, 2014 @ 8:00 a.m.
- 2. Policy or Policies to be issued: Premium
  - A. ALTA 2006 Owner's Policy, Amount TBD TBD  
Proposed Insured: **TBD**
  - Endorsements: **\$0.00**
  - Additional Charges: **\$**
  - Total **\$0.00**

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

**David J. Pepe and Adriane M. La Salle Pepe, Co-Trustees of that certain Revocable Living Trust of David J. Pepe, dated August 23, 2000**

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

See Schedule C attached hereto.

For informational purposes only, the property address is: 4400 N 4150 E, Eden, Utah 84310

---

Countersigned at Ogden, Utah  
Authorized Officer or Agent  
Member Number: 4365  
American Land Title Association Commitment-Utah  
Form No. CU-A

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT:  
Brett Blood, 1893 E. Skyline Drive, Ste. 205, Ogden UT 84403  
Phone: 801-518-3618, Fax:

**SCHEDULE B-Section 1  
Requirements**

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

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

Item (d) Pay us the premiums, fees and charges for the policy. In the event, the transaction, for which this commitment is furnished, cancels, the minimum cancellation fee will be \$150.00.

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

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

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

Item (h) TO BE DETERMINED.

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

**SCHEDULE B-Section 2**  
**Exceptions**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. General property taxes for the year 2014 are accruing as a lien, but are not yet due and payable. Taxes for the year 2013 have been paid in the amount of \$763.04. Tax Serial Number 22-166-0010.

Taxes for the year 2009 are DELINQUENT in the amount of \$ 101.26 , plus penalties and interest.

7. Said property is within the boundaries of Eden and Tax District 374, and is subject to any charges and assessments levied thereunder.
8. Any and all water rights, claims or title to water.
9. The effects, if any, of Easements and Rights of Ways for roads, ditches, canals, telephone and transmission lines, drainage, utilities or other, over, under, or across said property which are of record or which may be ascertained by an inspection or survey and covenants, conditions and restrictions of record.
10. Subject to association charges, maintenance charges, and all other assessments levied by the Homeowner's Association.
11. Non-exclusive easements and rights of ways which affect the Common Areas as shown on the Record of Survey Map(including any amendments and/or supplements thereto) and as set forth in the Declaration, and any Amendments and/or Supplements as referred to herein.
12. Any matters, including homeowner's assessments, related to the creation and establishment of a planned unit development appearing of record in the public records.
13. A 10.0 foot PUBLIC UTILITY EASEMENT running along the Easterly and Westerly lot line as may be disclosed on the recorded plat of said subdivision.
14. Covenants, Conditions and Restrictions but omitting any covenants or restrictions, if any, based upon color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, recorded November 22, 1999, as Entry No. 1675329, in

Book 2045, at Page 394.

Amendment to Covenants, Conditions, and Restrictions as recorded in the Weber County Recorder's Office as Entry Number 1873871 in Book 2262 at Page 1131 on September 11, 2002.

Amendment to Covenants, Conditions, and Restrictions as recorded in the Weber County Recorder's Office as Entry Number 2100416 in Book n/a at Page n/a on May 2, 2005.

15. Covenant to Run with the Land, recorded November 22, 1999, as Entry No. 1675326, in Book 2045, at Page 347, of Official Records..
16. Covenant to Run with the Land, recorded November 22, 1999, as Entry No. 1675327, in Book 2045, at Page 348, of Official Records.
17. Sheepcreek Estates, Street Improvements, Performace Bond, recorded November 22, 1999, as Entry No. 1675328, in Book 2045, at Page 349, of Official Records.
18. Weber County Subdivision Improvement Agreement, recorded February 20, 2002, as Entry No. 1828366, in Book 2210, at Page 2617, of Official Records.
19. Weber County Subdivision Improvement Agreement, recorded March 26, 2003, as Entry No. 1924025, in Book 2338, at Page 591, of Official Records.
20. Resolution No. 23-2005, creating and establishing a Special Service District throughout all of Weber County, to be known as the "Weber Area Dispatch 911 and Emergency Services District", recorded January 24, 2006, as Entry No. 2156401, of Official Records.
21. Contract Between Weber Basin Water Conservancy District and Wolf Creek Properties, LLC for the Sale and Use of Untreated Water, recorded April 6, 2005, as Entry No. 2095223, of Official Records. Assignment, recorded July 30, 2009, as Entry No. 2426954, of Official Records.
22. Resolution No. 27-2012, recorded December 13, 2012, as Entry No. 2610456, of Official Records.
23. Petition to Weber Basin Water Conservancy District for the Allotment of Water, recorded April 4, 2006, as Entry No. 2170868, of Official Records.
24. **DEED OF TRUST**  
Dated: January 12, 2007  
Amount: \$ 109,410.00  
Trustor: David J. Pepe  
Trustee: Omitted  
Beneficiary: MERS as nominee for Commonwealth Lending, Inc.  
Recorded: January 16, 2007  
Entry No.: 2235401  
  
Assignment of above Deed of Trust to West RADC Venture 2010-2, LLC recorded June 3, 2011, as Entry No. 2529520, in Book n/a, at Page n/a of the Official Records.
25. Notice of Delinquent Assessment and Statement of Lien, in the amount of \$ 1,354.00, together with late charges, interest and costs of collection, recorded October 3, 2012, as Entry No. 2598928, of Official Records.

NOTE: The following names have been checked for judgments: David J. Pepe and Adriane M. La Salle Pepe

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

NOTE: FOR INFORMATION PURPOSES ONLY: Official records indicate that, except for

reconveyances and as indicated herein, the following transfers and/or conveyances of the subject property have taken place within the 24 months preceding the effective date of this Commitment:

NONE

NOTE: UPON COMPLIANCE WITH UNDERWRITING REQUIREMENTS, EXCEPTION(S) 1-5 WILL BE OMITTED FROM THE LOAN POLICY TO BE ISSUED HEREUNDER.

The Owner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b). (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; minerals, oil and gas; (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

The ALTA Homeowner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b); (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; oil and gas; (3) Real Estate taxes or assessments for the current year and taxes or special assessments which are not shown as existing liens at date of policy; (4) Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete survey of the land and inspection of the land; (5) Covenants, conditions, restrictions, setbacks, easements and/or servitudes appearing in the public records. This exception does not impair the coverage afforded by Covered Risks 12, 13, 23, 24, and 26; (6) Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the public records. This exception does not impair the coverage afforded under Covered Risk 25; (7) Any violation, variation, or encroachment of a boundary wall or fence. This exception does not impair the coverage afforded under Covered Risks 21 and 22; (8) Any security deed, mortgage, deed of trust, judgment, lien or encumbrance of any kind which has been created, suffered, and assumed by the insured or of which the insured has actual knowledge.



---

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

Please make any inquiries for Title questions to Brett Blood, 1893 E. Skyline Drive, Ste. 205,  
Ogden UT 84403  
Phone: 801-518-3618, Fax: .

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



Attorneys  
Title Guaranty  
Fund, Inc.

## **Committed to Protecting Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our agents, or others; and
- Information we receive from a consumer-reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our agents or affiliated companies. Such affiliated companies include Attorneys Title Insurance Fund, Inc., ATGF's reinsurer and parent company.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



**SCHEDULE C**

**File #: 1013**

**All of Lot 15, SHEEP CREEK CLUSTER SUBDIVISION PHASE 1, Weber County, Utah.**

**Tax Parcel No. 22-166-0010**