

Commitment Number: 5660020
02/13/2015



First American Title

5929 S. Fashion Pointe Drive, Suite 120
South Ogden, UT 84403
(801)479-6600
Fax: (866)464-4408
sheiner@firstam.com

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COMMITMENT FOR TITLE INSURANCE PREPARED FOR:

<u>PROPERTY INFORMATION:</u> 156 North Highway 158, Eden, UT 84310
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<u>LISTING AGENT</u>	<u>SELLING AGENT</u>
<u>LENDER</u>	<u>BUYER/SELLER</u>
To Be Determined	BUYER/BORROWER: David M. Clapier SELLER/OWNER:

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this commitment is limited by the following: (1) The Provisions in Schedule A. (2) The Requirements in Schedule B-1. (3) The Exceptions in Schedule B-2. (4) The Conditions on the inside cover page.

The Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

Underwritten by:

First American Title Insurance Company

A handwritten signature in black ink, appearing to read "Dennis J. Gilmore". The signature is written in a cursive style with a large initial "D".

Dennis J. Gilmore
President

A handwritten signature in black ink, appearing to read "Jeffrey S. Robinson". The signature is written in a cursive style with a large initial "J".

Jeffrey S. Robinson
Secretary

SCHEDULE A

Amendment No. 2

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Susan Heiner at (801)479-6600 located at 5929 S. Fashion Pointe Drive, Suite 120, South Ogden, UT 84403.**

Effective Date: February 02, 2015 at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Lender's for \$0.00

PREMIUM \$TBD

Proposed Insured:

To Be Determined

Endorsements

PREMIUM \$

2. 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 M. Clapier, Keith Bradley Clapier, Barton J. Clapier and Kurt H. Clapier, grandchildren, with full rights of survivorship

3. The land referred to in this Commitment is located in Weber County, UT and is described as:

A PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH:

BEGINNING AT A POINT WHICH IS 1031.36 FEET NORTH 89°31'46" WEST ALONG THE QUARTER SECTION LINE AND 202.25 FEET DUE NORTH FROM THE EAST QUARTER CORNER OF SAID SECTION 16, AND RUNNING THENCE DUE NORTH 449.20 FEET; THENCE DUE EAST 577.30 FEET; THENCE SOUTH 39°33'00" WEST 377.83 FEET; THENCE SOUTH 42°59'39" EAST 9.98 FEET; THENCE SOUTH 38°32'00" WEST 29.09 FEET; THENCE NORTH 50°33'00" WEST 58.75 FEET; THENCE NORTH 54°07'12" WEST 45.00 FEET; THENCE SOUTH 80°47'40" WEST 33.00 FEET; THENCE SOUTH 46°24'17" WEST 216.42 FEET; THENCE SOUTH 43°00'00" EAST 64.22 FEET; THENCE NORTH 54°32'00" WEST 55.50 FEET; THENCE SOUTH 67°11'00" WEST 57.35 FEET TO THE POINT OF BEGINNING.

(BEING THE PROPOSED SHANGHAI CANYON SUBDIVISION)

Said property is also known by the street address of:
156 North Highway 158, Eden, UT 84310

**SCHEDULE B - Section 1
Requirements**

The following are the requirements to be complied with:

- (A) Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust 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) Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B-2 that are objectionable to the proposed insured.
- (D) Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
- (E) The documents creating the interest to be insured must be signed, delivered and recorded.
- (F) You must tell us, in writing, the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land described in this Commitment.
- (G) After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.
- (H) Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.
- (I) A physical inspection of the land must be done to determine whether construction has commenced or whether materials or supplies have been delivered on the land. Should the inspection reveal that construction has commenced or that materials or supplies have been delivered, additional requirements or exceptions may be added.
- (J) A Notice of Construction Loan must be filed in the State Construction Registry.

**SCHEDULE B - Section 2
Exceptions
Amendment No. 2**

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

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.
2. 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 thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by 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 heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 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 of record for value the estate or interest or mortgage thereon covered by this commitment.

Exceptions 1-7 will be omitted on extended coverage loan policy

8. Taxes for the year 2015 now a lien, not yet due. Tax Parcel No. 20-017-0003
9. General property taxes for the year(s) 2011 are **delinquent** in the principal amount of \$893.75, plus interest, penalty and costs. Tax Parcel No. 20-017-0003

Subsequent delinquency for the year 2012 in the principal amount of \$915.67, plus interest, penalty and costs.

Subsequent delinquency for the year 2013 in the principal amount of \$905.43, plus interest, penalty and costs.

Subsequent delinquency for the year 2014 in the principal amount of \$890.19, plus interest, penalty and costs.
10. Any charge upon the land by reason of its inclusion in Weber County Fire Protection Service Area No. 4.

11. A resolution proposing to create a special improvement district known as Ogden Valley Natural Gas Improvement District with power and authority to impose assessments for improvements, provisions, restrictions, and/or requirements as disclosed by document recorded June 18, 1996 as Entry No. 1413086 in Book 1811 at Page 2786 of Official Records.
12. A perpetual easement over, across or through the land to construct, reconstruct, operate and maintain an underground pipeline or pipelines and appurtenant structures on, over or across and incidental purposes, as granted to The United States of America by Instrument recorded October 19, 1955 as Entry No. 244701 in Book 494 at Page 70 of Official Records.
13. A perpetual easement over, across or through the land to construct, reconstruct, operate and maintain a highway, telephone lines, power lines and appurtenances thereto, on, over or across and incidental purposes, as granted to The United States of America by Instrument recorded October 19, 1955 as Entry No. 244701 in Book 494 at Page 70 of Official Records.
14. A perpetual easement over, across or through the land to construct, reconstruct, operate and maintain an underground pipeline or pipelines and appurtenances and an earth lined open channel for Wheeler Creek on, over or across and incidental purposes, as granted to The United States of America by Instrument recorded October 19, 1955 as Entry No. 244701 in Book 494 at Page 70 of Official Records.
15. An easement over, across or through the land for installation maintenance and placement of a pipeline and associated works and incidental purposes, as granted to David M. Clapier, Keith Bradley Clapier, Barton J. Clapier and Kurt H. Clapier by Instrument recorded January 08, 1991 as Entry No. 1128660 in Book 1592 at Page 2136 of Official Records.
16. Petition to Weber Basin Water Conservancy District for the allotment of water recorded January 03, 2006 as Entry No. 2152459 of Official Records.
17. 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 recorded December 13, 2012 as Entry No. 2610456 of Official Records.
18. Weber County Zoning Development Agreement recorded April 15, 2014 as Entry No. 2682660 of Official Records.
19. The State Construction Registry discloses the following Preliminary Notice(s): None
20. Mechanics' and/or Materialmen's Lien claims if either work is started, any material delivered or service rendered, prior to the recordation of the Security Instrument to be insured.

LOSS OF PRIORITY under this provision may jeopardize the Company's ability to insure under an ALTA Lenders Policy.

The name(s) David M. Clapier, Keith Bradley Clapier, Barton J. Clapier and Kurt H. Clapier, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

NOTE: According to 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

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

Title inquiries should be directed to Gregory Smalley @ (801)578-8816.

NOTE: The policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed insured(s):

Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association or other recognized arbitrator, 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 judgment in any court of proper jurisdiction.

In the event the transaction for which this commitment was ordered "cancels", please refer to Paragraph B under Schedule B, Section 1 for required cancellation fee.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.**
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.**

2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms



First American Title

First American Title Company, LLC

PRIVACY POLICY

We Are Committed to Safeguarding 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. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which 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 public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

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 affiliated companies, 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 affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

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

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 who need to know that information to provide products and 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 and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.