



Intermountain Title Insurance & Escrow Agency, Inc.

File No. W-14655-24

COMMITMENT FOR TITLE INSURANCE - TITLE REPORT ONLY

Issued By

INTERMOUNTAIN TITLE INSURANCE & ESCROW AGENCY, INC.

AGENT FOR: WESTCOR LAND TITLE INSURANCE COMPANY

4630 South 3500 West, Suite #4

West Haven, Utah 84401

Phone: (801) 393-0200 Fax: (801) 393-9921

For questions or documents, please use the following contact information for this Title Commitment:

Escrow Officer: MICHAEL SUMNER
Agent License No. : 67569
Email: mike@intermountaintitle.com
Office License No. : 2660

Escrow Assistant: JENNIFER CUMMINGS
Email: jennifer@intermountaintitle.com
Closing docs Email: info@intermountaintitle.com

| |
|----------------|
| LENDER: |
| |

PROPERTY ADDRESS: 2750 SOUTH 4300 WEST
OGDEN , UT 84401
TAX ID #: PT OF 15-090-0001

| SELLER: | BORROWER/BUYER: |
|----------------|------------------------------------|
| | TREVOR BENNETT - TITLE REPORT ONLY |
| LISTING AGENT: | SELLING AGENT: |
| | |



ALTA COMMITMENT FOR TITLE INSURANCE
Issued by
WESTCOR LAND TITLE INSURANCE COMPANY
(Adopted 07-01-2021)

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 EXTRA CONTRACTUAL 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, Westcor Land Title Insurance Company, a South Carolina 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 Amount of Insurance 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.

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:



WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President
Attest: Patricia A. Brown
Secretary

INTERMOUNTAIN TITLE INSURANCE & ESCROW AGENCY, INC.
4630 South 3500 West, Suite 4
West Haven, Utah 84401

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I 0 Requirements; and Schedule B, Part II-Exceptions; and a signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in item 3 of 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; and
 - f. Schedule B, Part II-Exceptions; and
 - g. a 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 is not liable for any other amendment to this Commitment.

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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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and not other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or Federal Court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT. ANY BREACH OF COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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Intermountain Title Insurance & Escrow Agency, Inc.

**ATLA COMMITMENT FOR TITLE INSURANCE
(ALTA Adopted 07-01-2021)**

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5e.:

File No.: W-14655-24

Issuing Agent: Intermountain Title Insurance & Escrow Agency, Inc.

Issuing Office: 4630 South 3500 West, Suite 4, West Haven, UT 84401 PH: (801) 393-0200

Issuing Office State License No.: 2660

SCHEDULE A

1. Effective Date: **14th**, day of **April, 2025 at 8:00 A.M.**

2. Policy or Policies to be issued:

OWNERS:

☐ 2021 ALTA Owner's Policy

Amount: \$

☐ Other:

Premium: \$

Proposed Insured:

LOAN:

☐ 2021 ALTA Loan Policy

Amount: \$

☐ Other:

Premium: \$

Proposed Insured:

Endorsements: [, &]

Amount: \$

TITLE REPORT ONLY:

Amount: \$250.00

3. The Estate or interest in the land described or referred to in the Commitment and covered herein is **FEE SIMPLE** and is at the effective date hereof vested in:

ALLEN P. BERRETT AND JUDY G. BERRETT, AS TRUSTEES FOR ALLEN P. BERRETT AND JUDY G. BERRETT UNDER TRUST AGREEMENT DATED DECEMBER 17, 1998

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

See Attached Exhibit "A"

TAX I.D.# PT OF 15-090-0001

PROPERTY ADDRESS:

**2750 SOUTH 4300 WEST
OGDEN, UT 84401**

Countersigned: Michael T. Sumner
Authorized Officer or Agent

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INTERMOUNTAIN TITLE INSURANCE & ESCROW AGENCY, INC.

TAX ID #PT OF 15-090-0001

ORDER NUMBER: W-14655-24

EXHIBIT "A"

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT IN THE CENTER OF CANAL 371 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33; RUNNING THENCE NORTH 371 FEET ALONG THE SECTION LINE; THENCE EAST 446 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33 TO THE CENTER OF CANAL; THENCE SOUTHWESTERLY 584 FEET, MORE OR LESS, ALONG THE CENTER OF SAID CANAL TO THE POINT OF BEGINNING.



FILE NO.: W-14655-24

**ALTA COMMITMENT FOR TITLE INSURANCE
(ALTA Adopted 07-01-2021)****SCHEDULE B, PART I - 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.

Countersigned: Michael T. Sumner
Authorized Officer or Agent

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File No.: W-14655-24

ALTA COMMITMENT FOR TITLE INSURANCE
(ALTA Adopted 07-01-2021)**SCHEDULE B, PART II - Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provision of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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, attaches, 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. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.

Paragraphs 1 thru 8 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B – Section 2.

(See Schedule B–Section 2 Special Exceptions beginning on next page)

Countersigned: Michael T. Sumner

Authorized Officer or Agent

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File No.: W-14655-24

ALTA COMMITMENT FOR TITLE INSURANCE
(ALTA Adopted 07-01-2021)**SCHEDULE B – SECTION II****SPECIAL EXCEPTIONS:**

1. Taxes for the year 2025 are now a lien, not yet due.
Tax serial No.15-090-0001
2. Taxes for the Year 2024 have been paid in the amount of \$2,315.02
Tax I.D. 15-090-0001
3. Weber County, Weber County Library, Weber School District, Mosquito Abatement District, Weber Basin Water, West Weber/Taylor Cemetery, Weber First District, State Charter School Levy
4. EASEMENT AGREEMENT
Grantor: STATE OF UTAH ACTING THROUGH THE BOARD OF WATER RESOURCES
Grantee: WILSON IRRIGATION COMPANY, A CORPORATION
Dated: NOVEMBER 16, 1990
Recorded: MAY 17, 1996
Entry No.: 1406857
5. GRANT OF EASEMENT
Grantor: WILSON IRRIGATION COMPANY
Grantee: STATE OF UTAH, ACTING THROUGH THE BOARD OF WATER RESOURCES
Purpose For: USE OF DISTRIBUTION SYSTEM
Dated: OCTOBER 25, 1990
Recorded: MAY 17, 1996
Entry No.: 1406858
6. NOTICE OF SATISFACTION OF CONTRACT & CONVEYANCE OF PROPERTY AND EASEMENT
Dated: AUGUST 25, 2020
Recorded: AUGUST 19, 2022
Entry No.: 3251232
7. NOTICE OF SATISFACTION OF CONTRACT & CONVEYANCE OF PROPERTY AND EASEMENT
Dated: AUGUST 25, 2020
Recorded: DECEMBER 9, 2022
Entry No.: 3266460

(Continued)

Countersigned : Michael T. Sumner**Authorized Officer or Agent**

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**ALTA COMMITMENT FOR TITLE INSURANCE**
(ALTA Adopted 07-01-2021)**SCHEDULE B – SECTION II****File No.:** W-14655-24**SPECIAL EXCEPTIONS:**

8. Easement for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat of said subdivision.
9. Subject to easements, building setback lines, restriction, dedications or offer for dedications if any, conditions of approval if any, and notes if any, all as set forth on the recorded plat.
10. Right of way for any roads, ditches, fences, canals, or transmission lines now existing over, under or across said property.
11. Subject to Easements and Rights of Way of record or enforceable in law and equity for any existing roads, streets, alleys, fences, ditches, reservoirs, utilities, canals, pipelines, power, telephone, sewer, gas or water lines now existing over, under or across subject property.
12. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.
13. Any matters that might be disclosed by an accurate survey of said premises.
14. NOTE: Judgments were checked on the following names, and none were found of record:

ALLEN P. BERRETT
JUDY G. BERRETT**Countersigned:** Michael T. Sumner

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Intermountain Title Insurance & Escrow Agency, Inc.

File No.: W-14655-24

**ALTA COMMITMENT FOR TITLE INSURANCE
(ALTA Adopted 07-01-2021)**

SCHEDULE B – SECTION II

NOTICE TO APPLICANT: The land herein may be serviced by cities, improvement districts, or utility companies that provided municipal type services for water, sewer, electricity or other services that do not result in a lien, by for which services may be terminated in the event of non-payment of service charges to date or transfer fees. Although the Company assumes no liability therefore, you are urged to make investigation into such matters.

NOTE: 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 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 property jurisdiction.

NOTE: In the event this transaction fails to close, a cancellation fee may be charged for services rendered in accordance with the rates that are on file with the Insurance Department of the State of Utah. (\$250.00)

Michael T. Sumner

Typed by:JC

Michael T. Sumner, Title Examiner

For any questions, please call 801-393-0200 or Email: info@intermountaintitle.com

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ASSOCIATION



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CM-37S ALTA Commitment for Title Insurance (ALTA Adopted 07-01-2021) - SCHEDULES A, BI and BII (WLTIC Edition 4/18/2023)



NOTICE OF PRIVACY POLICY

OF

Westcor Land Title Insurance Company and Intermountain Title Insurance & Escrow Agency, Inc.

Westcor Land Title Insurance Company ("WLTIC") and Intermountain Title Insurance & Escrow Agency, Inc. ("ITI&EAI"), 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 and ITI&EAI 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 and ITI&EAI 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 and ITI&EAI may share nonpublic personal information as permitted by law with entities with whom WLTIC and ITI&EAI has a joint marketing agreement. Entities with whom WLTIC and ITI&EAI 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 and ITI&EAI uses to protect this information and to use the information for lawful purposes. WLTIC and ITI&EAI, 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 and ITI&EAI, 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.