



5151 S 400 E, #101, Washington Terrace, UT 84405  
PHONE: 1 (801) 479-4699 | FAX: 1 (866) 610-7167

## Commitment for Title Insurance

*Issued By*  
**Old Republic Title Insurance Company**

File No: 250098  
January 14, 2025

When inquiring about this real estate transaction, please reference the following information:

**Buyer/Borrower:** Wade Rumsey  
**Property Address:** not available, Taylor, UT 84401  
**Escrow Officer:**  
**Email Address:**  
**Phone:** 1 (801) 479-4699

Please review this Commitment, it will allow for time to address any problems which may require your attention, provide up to date facts which may affect your clients, and assure a smooth closing.

### 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, Old Republic National Title Insurance Company, (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.

***If this jacket was created electronically, it constitutes an original document***

***Lincoln Title Insurance Agency***

A handwritten signature in blue ink, appearing to be 'J. Rumsey', is written over a horizontal line.

Authorized Countersignature

*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—Requirements; and Schedule B, Part II—Exceptions.*

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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.

### 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 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.

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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**

- 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 under the State law of the State where the Land is located and is restricted to the 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.
- 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 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 PROCEDURE**

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 A 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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## Commitment for Title Insurance

ISSUED BY

Old Republic Title Insurance Company

### Schedule A

File No: 250098

1. Commitment Date: **December 19, 2024**, at **7:30 AM**

**REPORT FOR INFORMATIONAL PURPOSES ONLY. NOT A  
COMMITMENT TO INSURE. ANY RELIANCE ON THE INFORMATION  
CONTAINED HEREIN, IS AT YOUR OWN RISK**

3. The estate or interest in the Land at the Commitment Date is:

**Fee Simple**

4. The Title is, at the Commitment Date, vested in

**Ogden 3, LLC, a Utah limited liability company and Winston Park Homeowners Association as their interest may appear, as to Parcel 1;**

**Ogden 3, LLC, a Utah limited liability company, Winston Park Homeowners Association, Megan Felts, a single woman, and Taylor Folk, a single man, as joint tenants, and STC Holdings, LLC, a Utah limited liability company, as their interests may appear, as to Parcel 2; and**

**Castle Creek Homes, LLC, as to Parcel 3.**

5. The Land is described as follows:

**SEE ATTACHED EXHIBIT "A"**

Property Address(es): **not available, Taylor, UT 84401**

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## EXHIBIT "A"

### PARCEL 1: (PROPOSED WINSTON PARK PHASE 3)

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 1800 SOUTH STREET, A PUBLIC ROAD, SAID POINT BEING NORTH 89°15'08" WEST ALONG THE QUARTER SECTION LINE 1158.71 FEET AND SOUTH 00°44'52" WEST 40.00 FEET, FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTHEASTERLY 23.54 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 44°16'11" EAST 21.20 FEET; THENCE SOUTH 00°41'12" WEST ALONG THE WESTERLY LINE OF RICHMOND DRIVE, A PUBLIC STREET 546.71 FEET TO A POINT ON THE NORTH LINE OF LOT 140 OF WINSTON PARK SUBDIVISION ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 89°15'08" WEST ALONG SAID LOT LINE AND LINE EXTENDED 255.34 FEET TO THE SOUTHEAST CORNER OF LOT 148 OF SAID WINSTON PARK SUBDIVISION; THENCE NORTH 00°44'52" EAST ALONG THE EASTERLY LINE OF SAID LOT 148 AND LINE EXTENDED 289.69 FEET TO THE NORTHEAST CORNER OF LOT 149 OF SAID WINSTON PARK SUBDIVISION; THENCE NORTH 89°15'08" WEST ALONG THE NORTHERLY LINE OF SAID LOT 149 AND LINE EXTENDED 244.80 FEET TO THE NORTHWEST CORNER OF LOT 150 OF SAID WINSTON PARK SUBDIVISION; THENCE NORTH 00°44'52" EAST ALONG THE EASTERLY LINE OF LOTS 152, 153, AND 154 OF SAID WINSTON PARK SUBDIVISION 272.01 FEET TO THE SOUTHERLY LINE OF SAID 1800 SOUTH STREET, A PUBLIC STREET; THENCE SOUTH 89°15'08" EAST ALONG SAID SOUTHERLY LINE 484.57 FEET TO THE POINT OF BEGINNING.

### PARCEL 2: (PROPOSED WINSTON PARK PHASE 2)

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 1800 SOUTH STREET, A PUBLIC ROAD, SAID POINT BEING NORTH 89°15'08" WEST ALONG THE QUARTER SECTION LINE 182.81 FEET AND SOUTH 00°44'52" WEST 40.00 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 38°02'07" WEST 364.48 FEET; THENCE SOUTH 37°51'05" WEST 188.07 FEET; THENCE SOUTH 38°06'04" WEST 513.12 FEET; THENCE SOUTH 43°27'51" WEST 42.80 FEET; THENCE SOUTH 39°10'43" WEST 40.86 FEET; THENCE NORTH 69°58'25" WEST 167.70 FEET; THENCE NORTH 20°01'35" EAST 77.72 FEET; THENCE NORTHEASTERLY 13.91 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS NORTH 46°35'29" EAST 13.42 FEET; THENCE NORTHWESTERLY 161.21 FEET ALONG THE ARC OF A 60.00 FOOT REVERSE CURVE TO THE LEFT, CHORD BEARS NORTH 03°48'52" WEST 116.91 FEET; THENCE NORTH 09°12'52" EAST 96.05 FEET; THENCE NORTH 89°15'08" WEST 142.13 FEET; THENCE NORTH 00°41'12" EAST 546.71 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 23.54 ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 44°16'11" WEST 21.20 FEET; THENCE SOUTH 89°15'08" EAST 975.90 FEET TO THE POINT OF BEGINNING.

### PARCEL 3: (PROPOSED WINSTON PARK SUBDIVISION AMENDED - AMENDING LOTS 108 AND 109 WINSTON PARK SUBDIVISION)

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH,

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RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 108, WINSTON PARK SUBDIVISION ON THE FILE WITH THE OFFICE OF THE WEBER COUNTY RECORDER, SAID POINT ALSO BEING NORTH 89°15'08" WEST ALONG THE SECTION LINE 1982.72 FEET AND SOUTH 00°41'23" WEST 719.20 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°15'08" EAST 145.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 108; THENCE SOUTH 00°44'52" WEST 179.50 FEET TO THE SOUTHEAST CORNER OF LOT 109 OF SAID WINSTON PARK SUBDIVISION; THENCE NORTH 89°15'08" WEST 145.41 FEET TO THE SOUTHWEST CORNER OF SAID LOT 109; THENCE NORTH 00°41'23" EAST 179.50 FEET TO THE POINT OF BEGINNING.

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## Commitment for Title Insurance

ISSUED BY

**Old Republic Title Insurance Company**

### Schedule BI

**File No: 250098**

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#### 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.
5. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. 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.
7. 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.

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## Commitment for Title Insurance

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Old Republic Title Insurance Company

### Schedule BII

File No: 250098

#### 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 provisions 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. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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 that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land and not shown in 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 Record.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
7. 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.

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

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8. General taxes for the year 2025 are accruing as a lien but not yet due and payable. 2024 taxes were paid in the amount of \$2,213.43. Serial No. 15-796-0055.
9. General taxes for the year 2024 were exempt. Serial No. 15-796-0056.
10. General taxes for the year 2025 are accruing as a lien but not yet due and payable. 2024 taxes were paid in the amount of \$1,923.81. Serial No. 15-796-0008.
11. General taxes for the year 2025 are accruing as a lien but not yet due and payable. 2024 taxes were paid in the amount of \$1,923.81. Serial No. 15-796-0009.
12. General taxes for the year 2025 are accruing as a lien but not yet due and payable. 2024 taxes were paid in the amount of \$1,947.85. Serial No. 15-796-0036.
13. General taxes for the year 2025 are accruing as a lien but not yet due and payable. 2024 taxes were paid in the amount of \$1,991.11. Serial No. 15-796-0037.
14. General taxes for the year 2025 are accruing as a lien but not yet due and payable. Taxes for the year 2024 are delinquent in the amount of \$1,943.07 plus interest, fees and penalties. Serial No. 15-796-0038.
15. Said property is located within the boundaries of Weber County Tax District 514, and is subject to the charges and assessments levied thereunder.
16. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
17. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, geothermal resources, uranium, clay, rock, sand and gravel in, on, and/or 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.
18. Resolution No. 27-2012 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](#), records of Weber County, Utah.
19. Notice of Creation of the Northern Utah Environmental Resource Agency, and the terms and conditions thereof, and any charges and/or assessments levied thereunder, recorded January 20, 2015 as Entry No. [2718461](#), records of Weber County, Utah.
20. Any loss or claim arising from the accretion or avulsion of the waters of the slough along the East boundary line of said Land.

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21. Irrigation ditches along the North, West and South boundary lines as evidenced by a visual inspection of subject Land.
22. Reservations by Patent in favor of The United States of America, and the terms and conditions thereof, recorded April 1, 1896, in Book 27, at Page [196](#), records of Weber County, Utah.
23. A Right of Way Easement in favor of American Telephone and Telegraph Company of Wyoming, for the right to construct, operate, maintain and remove such communication line and other facilities, recorded May 31, 1929, in Book S of Liens & Leases, at Page [146](#), records of Weber County, Utah.
24. A Right of Way Easement in favor of American Telephone and Telegraph Company of Wyoming, for the right to construct, operate, maintain and remove such communication line and other facilities, recorded May 31, 1929, in Book S of Liens & Leases, at Page [155](#), records of Weber County, Utah.
25. A Right of Way Easement in favor of Mountain States Telephone and Telegraph Company, for the right to construct, operate, maintain and remove such communication line and other facilities, recorded March 15, 1973, as Entry No. [589253](#), & [589254](#), in Book 1019, at Page 51 & 52, records of Weber County, Utah.
26. An Agreement by and between the State of Utah, acting through the Board of Water Resources and the Wilson Irrigation Company, for the construction of water conservation projects which, in the opinion of the Board, will best conserve and utilize the water resources of the State of Utah, recorded May 17, 1996, as Entry No. [1406857](#), in Book 1806, at Page 2976, records of Weber County, Utah.

An Easement to use distribution system in favor of the State of Utah, acting through the Board of Water Resources, for and in consideration of that certain agreement shown above, to use the existing water distribution system of canals, ditches, pipelines and all appurtenant works and facilities of the Wilson Irrigation Company, recorded May 17, 1996, as Entry No. [1406858](#), in Book 1806, at Page 2985, records of Weber County, Utah.
27. 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 Winston Park Subdivision [plat](#).
28. Winston Park PRUD Subdivision Open Space Covenant, and the terms and conditions thereof, recorded July 12, 2022, as Entry No. [3245492](#), records of Weber County, Utah.
29. Winston Park PRUD Subdivision Open Space Covenant, and the terms and conditions thereof, recorded August 16, 2022, as Entry No. [3250776](#), records of Weber County, Utah.
30. Weber County Improvements Guarantee Agreement, and the terms and conditions thereof,

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recorded August 18, 2022, as Entry No. [3251073](#), records of Weber County, Utah.

31. Protective Covenants recorded August 3, 2022 as Entry No. [3248722](#), records of Weber County, Utah.

Assignment and Assumption of Declarant Rights and Obligations recorded November 21, 2022 as Entry No. [3264429](#), records of Weber County, Utah.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

32. Protective Covenants recorded November 21, 2022 as Entry No. [3264433](#), records of Weber County, Utah.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

33. Notice of Reinvestment Fee Covenant recorded November 21, 2022 as Entry No. [3264434](#), records of Weber County, Utah.

34. Subject to any continuing liens, assessments, reinvestment fees, or transfer fees levied by the Homeowners Association.

35. Ordinance Number 2024-20 amending the Weber County Zoning Map to Rezone The Winston Park Subdivision, approximately 40 acres, from the A-1 Zone to the R1-15 Zone, and the terms and conditions thereof, recorded November 12, 2024, as Entry No. [3347178](#), in Book n/a, at Page n/a, records of Weber County, Utah.

36. Development Agreement between Weber County, Utah and Ogden 3, L.L.C., and the terms and conditions thereof, recorded November 20, 2024, as Entry No. [3347179](#), in Book n/a, at Page n/a, records of Weber County, Utah.

37. A Deed of Trust dated July 25, 2024, executed by MEGAN FELTS, A SINGLE WOMAN AND TAYLOR FOLK, A SINGLE MAN, AS JOINT TENANTS, as Trustor, in the amount of \$439,200.00, in favor of AMROCK UTAH, LLC, as Trustee and ROCKET MORTGAGE, LLC as Lender and "MERS" Mortgage Electronic Registration Systems, Inc. as Beneficiary, recorded July 25, 2024 as Entry No. 3333988, in Book n/a, at Page n/a, records of Weber County, Utah. (Affects that portion of Parcel 2 in Lot 136, Winston Park Sub)

**NOTE:** Judgments have been checked against the following names. If any judgments were found they are listed herein:

Ogden 3 LLC  
Winston Park Homeowners Association  
Castle Creek Homes LLC

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STC Holdings LLC  
Megan Felts and Taylor Folk

Title inquiries should be directed to **Lance Jensen** at (801) 479-4699.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

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**FACTS****WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share
Go to <a href="https://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us)		

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> </ul>

	<ul style="list-style-type: none"> <li>Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>Old Republic Title does not share with non-affiliates so they can market to you</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>Old Republic Title doesn't jointly market.</li> </ul>

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company
Old Republic Title Company	Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.
Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC	

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