### Hickman Land Title Co.

112 North Main St. • P.O. Box 386 Logan, Utah 84323 Tel 435-752-0582 • Fax 435-752-0584

872 West Heritage Park Blvd., Suite 120 Layton, Utah 84041 Tel 801-416-8900 • Fax 801-416-8950

1226 W. South Jordan Parkway, Suite D South Jordan, Utah 84095 Tel 801-293-7700 • Fax 801-293-7666

**Utah Toll Free line** 1-800-365-7720



Serving Northern Utah and Lincoln and Teton Counties in Wyoming www.hickmantitle.com

#### Rich Land Title Co.

112 North Main St. • P.O. Box 386 Logan, Utah 84323 Tel 435-752-0582 • Fax 435-752-0584

## Hickman Land Title Company of Wyoming

690 S HWY 89, Suite 200 Jackson, Wyoming 83001 Tel 307-733-4713 • Fax 307-733-6186

118 South Main, Ste 100 • P.O. Box 1591 Thayne, WY 83127 Tel 307-733-4713 • Fax 307-733-6186

Wyoming Toll Free line 1-800-289-9920

### Dear Customer:

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information.

Our concern with the protection of your information has been a part of our business since 1904, when the company that is now HICKMAN LAND TITLE COMPANY, RICH LAND TITLE COMPANY, and LAND TITLE COMPANY (Wyoming) began providing title service. We will continue to protect the privacy, accuracy, and security of customer information given to us.

What kinds of information we collect. Most of our business is title insurance. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. We then obtain information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow, or settlement services, mortgage lending, or mortgage loan servicing, we may get your social security number, and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account number to facilitate the transaction. If you are concerned about the information we have collected, please write to us.

How we use this information. The company giving or specifically adopting this notice does not share your information with marketers outside its own family. There's no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

ALTA Commitment (6/17/06)

# ALTA Commitment Form COMMITMENT FOR TITLE INSURANCE

stewart

title guaranty company

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a 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 this 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.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:		l $M$
Jam Stu		(une)
		Senior Chairman of the Board
Historian Land Title Comments		(M. 11)
Hickman Land Title Company Inc.  Company		Malcolmo Moni
• •	TLE GUA	Chairman of the Board
Layton, UT	1 9 0 8 - 4 0 00 XX	
City, State	TEXA Somewhat	Michael Scallo
		President

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File No. 83104

004-UN ALTA Commitment (6/17/06)





### **SCHEDULE A**

- 1. Effective Date: February 24, 2016 at 3:13PM
- 2. Preliminary Title Report Only
- 3. The estate or interest in the land described or referred to in this Commitment and covered herein is: FEE SIMPLE
- 4. Title to the estate or interest in said land is at the effective date hereof vested in:

Parcel 1: ROBERT LAMAR FAVERO, ROGER KARLO FAVERO and GIOVANNI DAVE FAVERO, all as joint tenants and not as tenants in common, with full rights of survivorship

Parcel 2: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole

Parcel 3: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole

5. The land referred to in this Commitment is in the State of Utah, County of Weber, and is described as follows:

See Attached Exhibit A Legal Description

We appreciate your business and thank you for choosing Hickman Land Title Company Inc.. Please call your Title Officer, with any questions or concerns regarding this commitment. Your Title Officer will be Jason Steiner, phone (801) 416-8900

For informational purposes only.

The property address is purported to be:

UT

UT



### **SCHEDULE A**

### **EXHIBIT A**

Legal Description

### PARCEL 1:

A part of the Southeast Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning at a point 1551.42 feet North 89°09'03" West along the Quarter Section line from the Northeast Corner of said Quarter Section said point being on the Northerly Boundary line of the property described in that certain Warranty Deed Recorded April 5, 1977, as Entry No. 693788, in Book 1170, at Page 576; and running thence North 89°09'03" West 1088.58 feet along said Northerly Boundary line and the Quarter Section line more or less to the Northwest Corner of said Quarter Section; thence South 0°50'57" West 330.00 feet; thence South 89°09'03" East 1088.58 feet more or less to a point South 0°50'57" West of Beginning; thence North 0°50'57" East 330.00 feet to said Northerly Boundary line and the point of beginning.

### PARCEL 2:

A part of the Southeast Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning at a point 1056 feet West of the Northeast Corner of said Quarter Section, and running thence West 1584 feet to the Northwest Corner of said Quarter Section; thence South 330 feet; thence East 1584 feet to a point South of beginning; thence North 330 feet to the place of beginning.

Less and Excepting Therefrom: A part of the Southeast Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning at a point 1551.42 feet North 89°09'03" West along the Quarter Section line from the Northeast Corner of said Quarter Section said point being on the Northerly Boundary line of the property described in that certain Warranty Deed Recorded April 5, 1977, as Entry No. 693788, in Book 1170, at Page 576; and running thence North 89°09'03" West 1088.58 feet along said Northerly Boundary line and the Quarter Section line more or less to the Northwest Corner of said Quarter Section; thence South 0°50'57" West 330.00 feet; thence South 89°09'03" East 1088.58 feet more or less to a point South 0°50'57" West of Beginning; thence North 0°50'57" East 330.00 feet to said Northerly Boundary line and the point of beginning.

Also Less and Excepting Therefrom: A part of the Southeast Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey; Beginning at a point 1470.00 feet North 89°09'03" West along the Quarter Section line from the Northeast Corner of said Quarter Section said point being on the Northerly Boundary line of the property described in that certain Warranty Deed Recorded April 5, 1977, as Entry No. 693788, in Book 1170, at Page 576; and running thence North 89°09'03" West 81.42 feet along said Northerly Boundary line and the Quarter Section line; thence South 0°50'57" West 330.00 feet; thence South 89°09'03" East 81.42 feet; thence North 0°50'57" East 330.00 feet to said Northerly Boundary line and the point of beginning.

### PARCEL 3:

A part of the Southeast Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning at a point 1056 feet North 89°09'03" West along the Quarter Section line (being the Northerly Boundary line of the property described in that certain Warranty Deed Recorded April 5, 1977, as Entry No. 693788, in Book 1170, at Page 576) and 330.00 feet South 0°50'57" West from the Northeast Corner of said Quarter Section; and running thence North 89°09'03" West 414.00 feet on a Parallel line with said Northerly Boundary line; thence South 0°50'57" West 59.00 feet; thence South 89°09'03" East 414.00 feet; thence North 0°50'57" East 59.00 feet to the point of beginning.



### Section 1

The following are the requirements to be complied with:

- 1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2. Pay us the premium, fees and charges for the policy.
- 3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded, as follows:
  - A) None
- 4. 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.
- 5. Release(s) or Reconveyance(s) of item(s): None
- 6. You must give us the following information:
  - A) Any off record leases, surveys, etc.
  - B) Statements of identity all parties.
  - C) Other

NOTE: All parties in title within the last 8 years and all persons coming into title, including those listed below, have been checked for judgments and/or tax liens and there are none, unless listed in Schedule B Section 2.

ROBERT FAVERO and CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole



### 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. 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. Proceedings by a public agency which may result in taxes or assessment, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.
- 2. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which correct survey would disclose, and which are not shown by 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.
- 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. Any adverse claim based upon the assertion that (a) Some portion of the land forms the bed or back of a navigable river or lake; or lies below the mean high water mark thereof; (b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake; (c) The land is subject to water rights claims or title to water and any law or governmental regulation pertaining to wetlands.
- 8. Location of improvements not visible by inspection and/or survey, i.e. water lines sewer, septic.
- 9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching the subsequent to the effective date hereof but prior to the date proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
- 10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, 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.
- Taxes for the year 2016, and subsequent years, not yet due and payable.

  Parcel 1: Tax Parcel No. 15-078-0137. Taxes for the year 2015 were paid in the amount of \$69.74

  Parcel 2: Tax Parcel No. 15-078-0139. Taxes for the year 2015 are Exempt

  Parcel 3: Tax Parcel No. 15-078-0140. Taxes for the year 2015 are Exempt
- 12. Said property is included within the boundaries of Weber Area Dispatch 911 and Emergency Services District, Weber County Schools, West Weber-Taylor Cemetery, Taylor-W. Weber Culinary Water, and Weber Fire District, and is subject to the charges and assessments thereof.
- 13. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.



### Section 2

### 14. PATENT

Recorded: May 5, 1915 Entry No: 512612 Book/Page: 74/491

### 15. UTAH POWER & LIGHT COMPANY POLE LINE EASEMENT

Grantor: LAFAYETTE T. FARR and NANCY FARR, his wife

Grantee: UTAH POWER AND LIGHT COMPANY

Dated: June 10, 1924

Recorded: November 9, 1927

Entry No: 12501 Book/Page: R/351

### 16. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: LAWRENCE A. GREEN and MARGARET GREEN

Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

Dated: May 9, 1929 Recorded: May 31, 1929 Book/Page: S/146

### 17. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: JAMES H. NELSON, JR. and ANNIE E. NELSON

Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

Dated: May 9, 1929 Recorded: May 31, 1929 Book/Page: S/147

### 18. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: A. P. SORENSEN and MARY R. SORENSEN

Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

Dated: May 9, 1929 Recorded: May 31, 1929 Book/Page: S/147

### 19. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: LORIN F. FARR

Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

Dated: May 9, 1929 Recorded: May 31, 1929 Book/Page: S/153

### 20. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: SUSAN A. FARR

Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

Dated: May 9, 1929 Recorded: May 31, 1929 Book/Page: S/153



### Section 2

### 21. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: LAFAYETTE T. FARR and NANCY FARR

Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

Dated: May 9, 1929 Recorded: May 31, 1929 Book/Page: S/154

### 22. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: LAWRENCE A. GREEN and MARGARET GREEN and MINERVA GREEN Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

Dated: May 9, 1929 Recorded: May 31, 1929 Book/Page: S/155

### 23. EASEMENT TO USE IRRIGATION SYSTEM

Grantor: WILSON IRRIGATION COMPANY Grantee: UTAH WATER AND POWER BOARD

Dated: October 23, 1961 Recorded: December 29, 1961

Entry No: 371379 Book/Page: 699/184

### 24. ORDINANCE NO. 12-81

WEBER COUNTY FIRE PROTECTION SERVICE AREA NO. 4 FIRE PROTECTION

Recorded: December 22, 1981

Entry No: 849262 Book/Page: 1394/1772

### 25. PERPETUAL EASEMENT

Grantor: PHIL S. and JELENE HANCOCK

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: December 8, 2000 Recorded: February 8, 2001 Entry No: 1750929 Book/Page: 2115/1397

### 26. PERPETUAL EASEMENT

Grantor: CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: January 31, 2001 Recorded: February 8, 2001

Entry No: 1750930 Book/Page: 2115/1401



### **Section 2**

### 27. PERPETUAL EASEMENT

Grantor: WARREN IRRIGATION CO.

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: October 4, 2000 Recorded: February 8, 2001

Entry No: 1750931 Book/Page: 2115/1408

### 28. PERPETUAL EASEMENT

Grantor: C. EARL STAKER

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: September 27, 2000 Recorded: February 8, 2001

Entry No: 1750932 Book/Page: 2115/1412

### 29. PERPETUAL EASEMENT

Grantor: LEROY and ADA HERRICK

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: November 9, 2000 Recorded: February 8, 2001 Entry No: 1750934 Book/Page: 2115/1427

### 30. PERPETUAL EASEMENT

Grantor: LAVAR and ELSIE HIPWELL

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: December 19, 2001 Recorded: February 8, 2001

Entry No: 1750935 Book/Page: 2115/1433

### 31. PERPETUAL EASEMENT

Grantor: GIBSON DAIRY, L.C.

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: February 1, 2001 Recorded: February 8, 2001 Entry No: 1750936

Entry No: 1/50936 Book/Page: 2115/1439

### 32. PERPETUAL EASEMENT

Grantor: ARNOLD I. and HELEN M. SLATER

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: January 31, 2001 Recorded: February 8, 2001

Entry No: 1750937 Book/Page: 2115/1445



### Section 2

### 33. PERPETUAL EASEMENT

Grantor: JOHH W. and AMY B. GIBSON

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: September 28, 2000 Recorded: February 8, 2001

Entry No: 1750938 Book/Page: 2115/1451

### 34. PERPETUAL EASEMENT

Grantor: INEZ C. FARR, as Trustee of the INTER VIVOS REVOCABLE TRUST

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: March 8, 2001 Recorded: March 13, 2001 Entry No: 1757393 Book/Page: 2122/2402

### 35. PERPETUAL EASEMENT

Grantor: INEZ C. FARR, as Trustee of the INTER VIVOS REVOCABLE TRUST

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: March 8, 2001 Recorded: March 13, 2001 Entry No: 1757394 Book/Page: 2122/2407

### 36. PERPETUAL EASEMENT

Grantor: INEZ C. FARR, as Trustee of the INTER VIVOS REVOCABLE TRUST

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: March 8, 2001 Recorded: April 3, 2001 Entry No: 1761823 Book/Page: 2128/1312

37. RESOLUTION NO. 23-2005 creating the Weber Area Dispatch 911 and Emergency Services District

Recorded: January 24, 2006

Entry No: 2156401

### 38. 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 SERVICED TO BE PROVIDED THEREIN

Recorded: December 13, 2012

Ent. No. 2010450

Entry No: 2610456

- 39. Any matters that might be disclosed by an accurate survey of said premises.
- 40. Rights of tenants as tenants only.
- 41. Rights or claims of parties in possession.



### Section 2

- 42. The Company specifically excepts any and all matters pending against any lessee or tenant, being on or off record, including but not limited to, bankruptcies, judgment liens, Federal and State Tax Liens, etc., and makes no certification as to the checking of judgments, tax liens, or other encumbrances created by any lessee or tenant.
- 43. Restrictions as disclosed in Special Warranty Deed from CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole to ROBERT LAMAR FAVERO, ROGER KARLO FAVERO and GLOVANNI DAVE FAVERO, all as joint tenants and not as tenants in common, with full rights of survivorship recorded November 14, 2014 as Entry No. 2710617.
- 44. The terms and provisions of the "Farmland Assessment Act of 1969" in Title 59, Chapter 2, Part 5 of the Utah Code, and amendments thereof, disclosed by that certain Application for Taxation of Agricultural Land, dated November 14, 2014, and recorded March 12, 2015, as Entry No. 2725732, of Official Records, which, in part, provides for the right of Weber County to reassess said property for previous years and the collection of additional taxes resulting from any such reassessment.
- 45. CERTIFICATE OF CREATION creating Northern Utah Environmental Resource Agency Recorded: January 20, 2015
  Entry No: 2718461

Exception numbered 1-9 will be eliminated in the A.L.T.A. Extended Coverage Policy.

NOTE: For informational purposes only, vesting document and a 24 month chain of title is provided: A review of the records contained in the County Recorder's Office was conducted thru the effective date of this commitment as shown in Schedule "A" herein and the following Deeds of Conveyance and/or Real Estate Purchase Contracts were found:

Special Warranty Deed from GARY G. FARR, as Successor Trustee of the GLEN AND INEZ C. FARR INTER VIVOS REVOCABLE TRUST UNDER TRUST AGREEMENT dated July 30, 1981 which is also known as the GLEN AND INEZ C. FARR TRUST UNDER TRUST AGREEMENT dated July 30, 1981 to CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole recorded December 11, 2014 as Entry No. 2713944 in Book/Page N/A

Special Warranty Deed from CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole to ROBERT LAMAR FAVERO, ROGER KARLO FAVERO and GIOVANNI DAVE FAVERO, all as joint tenants and not as tenants in common, with full rights of survivorship recorded November 14, 2014 as Entry No. 2710617 in Book/Page N/A

Special Warranty Deed from CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole to GARY G. FARR, Successor Trustee of the GLEN AND INEZ C. FARR TRUST, under Trust Agreement dated July 30, 1981 recorded November 14, 2014 as Entry No. 2710625 in Book/Page N/A

NOTE: In the event this transaction fails to close, a minimum \$200.00 cancellation fee will be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Utah.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: Commitment is subject to such other and further requirements and exceptions as they appear necessary to the Company.



### Section 2

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: If you require copies of any documents identified in this commitment for Title Insurance, the Company will furnish the same upon specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: The land described in this Commitment may be serviced by services provided by cities, towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges is evidenced in the Public Records. The applicant and/or purposed insured should directly contact all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the land.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. You may review a copy of the arbitration rules at <a href="http://www.alta.org">http://www.alta.org</a>. 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.



### **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 acquired 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.
- 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 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 or 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 this 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://www.alta.org/.



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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004-UN ALTA Commitment (6/17/06)





