



All inquiries regarding this report should be directed to:
MICHAEL T. SUMNER, PRESIDENT
PATTI HESS, ESCROW OFFICER
JENNIFER CUMMINGS, ESCROW ASSISTANT
(801) 393-0200 OR (801) 394-9491

File No. W-12447-15

TITLE REPORT COMMITMENT

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**

GABBARD HOMES

Loan Amount:	\$	
Premium:	\$	0.00
Owners Amount:	\$	
Premium:	\$	0.00
Endorsements:	, &	
Premium:	\$	0.00

REF NO.: W-12447-15

FEE: \$300.00

Countersigned: Michael T. Sumner
Authorized Officer or Agent

**WE REALLY APPRECIATE YOUR BUSINESS!
LOOKING FORWARD TO BEING OF
SERVICE TO YOU AGAIN SOON!
THANK YOU!**



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File No.: W-12447-15

WESTCOR LAND TITLE INSURANCE COMPANY

SCHEDULE A

1. Effective Date: July 30, 2015 at 8:00 A.M.

2. Policy or Policies to be issued:

OWNERS:

<input type="checkbox"/> ALTA (6-17-06) OWNERS POLICY	Amount: \$	
<input type="checkbox"/> Other:	Premium: \$	0.00

Proposed Insured:

LOAN:

<input type="checkbox"/> ALTA (6-17-06) LENDERS POLICY	Amount: \$	
<input type="checkbox"/> Other:	Premium: \$	0.00

Proposed Insured:

Endorsements:	[, &]	
	Amount: \$	0.00

3. The Estate of 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:

PARCEL 1, 2, = DUSTEN L. RUSSELL and ALLYSON M. RUSSELL, Husband and Wife

PARCEL 3, 4, = DERK L. RUSSELL

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

See Attached Exhibit "A"

TAX I.D.# 15-309-0003

PROPERTY ADDRESS:

Countersigned: Michael T. Sumner
Authorized Officer or Agent

Valid as Commitment for and ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule B and Schedule C with matching Commitment Numbers.

ORDER NUMBER: W-12447-15

EXHIBIT "A"

PARCEL 1: 15-309-0003

PART OF LOT 1, BOYD RUSSELL SUBDIVISION, WEBER COUNTY, UTAH, SALT LAKE BASE & MERIDIAN, US SURVEY, BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BOYD RUSSELL SUBDIVISION, RUNNING THENCE NORTH 00D46'08" EAST 340.10 FEET, THENCE SOUTHEAST 89D13'14" EAST 150.00 FEET, THENCE SOUTH 00D46'08" WEST 340.10 FEET, THENCE NORTH 89D13'14" WEST 150.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2: 15-309-0004

ALL OF LOT 1, BOYD RUSSELL SUBDIVISION, WEBER COUNTY, UTAH. EXCEPTING THEREFROM: PART OF LOT 1, BOYD RUSSELL SUBDIVISION, WEBER COUNTY, UTAH, SALT LAKE BASE & MERIDIAN, US SURVEY, BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BOYD RUSSELL SUBDIVISION, RUNNING THENCE NORTH 00D46'08" EAST 340.10 FEET, THENCE SOUTHEAST 89D13'14" EAST 150.00 FEET, THENCE SOUTH 00D46'08" WEST 340.10 FEET, THENCE NORTH 89D13'14" WEST 150.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3: 15-309-0005

PART OF LOT 2, BOYD RUSSELL SUBDIVISION, WEBER COUNTY, UTAH, SALT LAKE BASE & MERIDIAN, US SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BOYD RUSSELL SUBDIVISION, RUNNING THENCE NORTH 00D46'08" EAST 398.97 FEET, THENCE SOUTHEAST 89D13'14" EAST 150.00 FEET, THENCE SOUTH 00D46'08" WEST 398.97 FEET, THENCE NORTH 89D13'14" WEST 150.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4: 15-309-0006

ALL OF LOT 2, BOYD RUSSELL SUBDIVISION, WEBER COUNTY, UTAH. EXCEPTING THEREFROM: A PART OF LOT 2, BOYD RUSSELL SUBDIVISION, WEBER COUNTY, UTAH, SALT LAKE BASE & MERIDIAN, US SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BOYD RUSSELL SUBDIVISION, RUNNING THENCE NORTH 00D46'08" EAST 398.97 FEET, THENCE SOUTHEAST 89D13'14" EAST 150.00 FEET, THENCE SOUTH 00D46'08" WEST 398.97 FEET, THENCE NORTH 89D13'14" WEST 150.00 FEET TO THE POINT OF BEGINNING.

PURPOSED NEW BOUNDARY LEGAL DESCRIPTION FOR RUSSELL PLACE SUBDIVISION, LOTS 1 THRU 6 IS AS FOLLOWS:

A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2, WEST SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 2200 SOUTH STREET, SAID POINT BEING SOUTH 89*13'14" EAST 1924.08 FEET AND NORTH 00 *46'08" EAST 33.00 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 28 AND RUNNING THENCE NORTH 00 *46'08" EAST 968.00 FEET; THENCE SOUTH 89*13'14" EAST 300.00 FEET; THENCE SOUTH 00*46'08" WEST 968.00 FEET TO THE SAID RIGHT-OF-WAY OF 2200 SOUTH STREET; THENCE NORTH 89*13'14" WEST ALONG SAID RIGHT-OF-WAY 300.00 FEET TO THE POINT OF BEGINNING.

WESTCOR LAND TITLE INSURANCE COMPANY

Schedule B - Section I

The following are requirements to be complied with; otherwise to be shown as exceptions in the policy:

1. Instrument(s) creating the estate or interest to be insured must be approved, properly executed, and properly filed for record; to-wit:
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured, and for any estate or interest necessary to create the estate or interest to be insured described in this Commitment.
3. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
4. Verification with city for outstanding assessments.
5. RELEASE OF TRUST DEED SHOW AS EXCEPTION NUMBER 11, SCHEDULE B PART II AS TO PARCEL 4 ONLY.
6. VACATING LOT 1 AND 2, OF BOYD RUSSELL SUBDIVISION
7. VACATING AND OR AMENDING COVENANTS TO RUN WITH LAND RECORDED AS EXCEPTION 5 OF SCHEDULE B PART II

Countersigned: Michael T. Sumner
Authorized Officer or Agent

Valid as Commitment for and ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule B - Sec II and Schedule C with matching Commitment Numbers.

WESTCOR LAND TITLE INSURANCE COMPANY

Schedule B – Section II

File No.: W-12447-15

Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company. The Policy will not insure against loss or damage by reason of the following:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records of 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.
- B. GENERAL EXCEPTIONS:**
1. Rights or claims of parties in possession not shown by the public records.
 2. Easements, or claims of parties in possession not shown by the public records.
 3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose any which are not shown by the public records.
 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown, by the public records.
 5. Taxes or special assessments which are not shown by the existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records. Proceedings by a public agency which 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.

Paragraphs 1, 2, 3, 4, and 5 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.

C. SPECIAL EXCEPTIONS:

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

Countersigned: Michael T. Sumner
Authorized Officer or Agent

Valid as Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance a Schedule A, a Schedule B - Sec I and Schedule C with matching Commitment Numbers.

**WESTCOR LAND TITLE INSURANCE COMPANY
SCHEDULE B – SECTION II**

File No.: W-12447-15

SPECIAL EXCEPTIONS:

1. Taxes for the year 2015 are now a lien, not yet due.
Tax serial No.15-309-0003, 0004, 0005, 0006
2. Taxes for the Year 14 have been paid in the amount of \$2,240.23.
Tax I.D. 15-309-0001 nka 15-309-0003
3. Taxes for the Year 14 have been paid in the amount of \$1,702.51.
Tax I.D. 15-309-0002 nka 15-309-0005
4. Said property is located within the boundaries of Weber Basin Water Conservancy District, Taylor-West Weber Culinary Water Improvement District (731-1668), and Weber County Fire Protection Service Area No. 4, and is subject to the charges and assessments levied thereunder.
5. Declaration of Covenants, Conditions, Restrictions and/or Easements, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenant, condition or restriction violates 42 USC 3604(c).
Dated: August 24, 2001
Recorded: August 24, 2001
Entry No.: 1790951
Book/Page: 2169-2140
AFFECT ALL PARCELS
6. Easement as delineated and/or dedicated on the recorded plat:
Purpose: 20 Foot Irrigation Easement running North Westerly and South Easterly thru said lots,
Affects: 20 Foot Irrigation Easement (See attached Plat for Location (Affecting Parcel 2, 4))
7. Easement for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat of said subdivision.
8. Right of way for any roads, ditches, fences, canals, or transmission lines now existing over, under or across said property.
9. Any matters that might be disclosed by an accurate survey of said premises.
10. DEED OF TRUST
Trustor: Dusten L. Russell and Allyson M. Russell
Trustee: America First Federal Credit Union
Beneficiary: America First Federal Credit Union
Lender: America First Federal Credit Union
Amount: \$180,000.00, plus interest
Dated: April 16, 2015
Recorded: April 22, 2015
Entry No.: 2732010
Book/Page: **Affects Parcel 1 Only**

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

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

Valid as Commitment for and ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule B - Sec II and Schedule C with matching Commitment Numbers.

WESTCOR LAND TITLE INSURANCE COMPANY
SCHEDULE B – SECTION II
(Continued)

File No.: W-12447-15

SPECIAL EXCEPTIONS:

11. DEED OF TRUST

Trustor: Derk L. Russell
Trustee: Bruce Richards and Associates
Beneficiary: Wasatch Peaks Federal Credit Union
Lender: Wasatch Peaks Federal Credit Union
Amount: \$95,000.00, plus interest
Dated: December 20, 2012
Recorded: December 26, 2012
Entry No.: 2612402
Book/Page: **Affects Parcel 3, 4**

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

12. The Deed of Trust we are asked to insure should be placed of record and this commitment is subject to such further matters as may appear at that time.
13. NOTE: Judgments were checked on the following names, and none were found of record:

Dusten L. Russell
Allyson M. Russell
Derk L. Russell

Countersigned: *Michael J. Sumner*

Valid as Commitment for and ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule B - Sec II and Schedule C with matching Commitment Numbers.

WESTCOR LAND TITLE INSURANCE COMPANY

SCHEDULE B – SECTION II

File No.: W-12447-15

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. (\$200.00)

Michael T. Sumner

Michael T. Sumner, Examiner

Typed by:MTS

Valid as Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B - Sec I and Schedule C with matching Commitment Numbers.

**Westcor Land Title Insurance Company
and
Intermountain Title Insurance & Escrow Agency Inc.
4630 South 3500 West, Suite 4
West Haven, Utah 84401**

PURPOSE OF THIS NOTICE

Westcor Land Title Insurance Company ("Westcor Title") and the above named Agent (the "Agent") share your concerns about privacy. Each Company is committed to respecting the privacy of our policyholders. Therefore, in accordance with Federal and State laws and regulations, we are providing you with this notice of how we might use the information about you which we gather in the process of issuing our policy of title insurance.

Title V of the Gramm-Leach-Bliley Act (GLBA) and the laws of the State in which you reside generally prohibit us from sharing nonpublic personal information about you with a third party unless we provide you with this notice of our privacy policies and practices, such as the type of information that we collect about you and the categories of persons or entities to whom that information may be disclosed. In compliance with the GLBA and the laws of this State, we are providing you with this document, which notifies you of the privacy policies and practices of Westcor Land Title and the Agent.

OUR PRIVACY POLICIES AND PRACTICES

Information we collect and sources from which we collect it:

We do not collect any nonpublic personal information about you other than the following:

Information we receive from you or from your attorney or other representative on applications or other forms;

Information about your transactions with us, our affiliates or our agents.

In addition, we may collect other nonpublic personal information about you from individuals and companies other than those proposed for coverage.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional information will be collected about you.

II Information we disclose to third parties:

In the course of our general business practices, we may disclose the information that we collect (as described above) about you or without your permission to the following types of institutions for the reasons described.

To a third party such as a surveying, real estate tax research or municipal data firm if the disclosure will enable that party to perform a business, professional or insurance function for us;

To an insurance institution, agent, or credit reporting agency in order to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction.

To an insurance institution, agent, or credit reporting agency for either this company or the entity to whom we disclose the information to perform a function in connection with an insurance transaction involving you;

To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting fraud, or if we believe that you have conducted illegal activities;

To an actuarial or research organization for the purposes of conducting actuarial or research studies.

The disclosures described above are permitted by law.

WE DO NOT DISCLOSE ANY NON PUBLIC PERSONAL INFORMATION ABOUT YOU WITH AFFILIATES OR NON-AFFILIATED THIRD PARTIES FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW

III Your right to access and amend your personal information:

You have the right to request access to the personal information that we record about you. Your right includes the right to know the source of the information and the identity of the persons, institutions or types of institutions to whom we have disclosed such information within 2 years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs), your right also includes the right to request corrections, amendments or deletions of any information in our possessions. The procedures that you must follow to request access to or an amendment of your information as follows:

To obtain access to your information from Westcor Land Title.. You should submit a request in writing to Westcor Land Title Insurance Company, Attention: National Risk Department, 2000 S. Colorado Blvd., Suite 1-3100, Denver, CO 80222. The request should include your name, address, policy number, telephone number, and the information to which you would like access. The request should state whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies you have requested.

To obtain access to your information from the above named agent: you should submit your written request including the specified information to the address stated at the top of page 1. The request should include the same information mentioned above for request to Westcor Land Title.

To correct, amend, or delete any of your information; you should submit a request in writing to the address referenced directly above. The request should included your name, address, policy number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal which you will have an opportunity to challenge.

IV Our practices regarding information confidentially and security:

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products of service to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

I. Our policy regarding dispute resolution:

Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

VI Reservation of the right to disclose information in unforeseen circumstances:

In connection with the potential sale or transfer of its interest, Westcor Land Title Insurance Company and Agent and their respective affiliates reserve the right to sell or transfer your information (including but not limited to your address, names, age, sex, zip code, state and county of residency and other information that you provide through other communications) to a third party entity that (1) concentrates its business in a similar practice or service ; (2) agrees to be a successor in interest of Westcor Land Title or the Agent with regard to the maintenance and protection of the information collected; and (3) agrees to the obligations of this privacy statement.