

stewart title

Sue Schumers
Escrow Officer

Stewart Title Insurance Agency of
Utah, Inc.
5734 South 1475 East, Ste 100
Ogden, UT 84403
(801) 479-7911 Phone
(801) 479-9681 Fax
sue.schumers@stewart.com

We appreciate your order for the title work on the property referenced below. Please find the attached title commitment for your review which contains important information regarding this transactions.

Questions?

This transaction is available on SureClose, our secure transaction management system. SureClose will take your paper mess and turn it paperless by providing all of your Real Estate and Closing documents online, anytime, anywhere. Contact your Escrow Officer at Stewart Title Insurance Agency of Utah, Inc. to obtain your secure login and password.

When calling regarding this real estate transaction, please reference the following information:

Escrow Officer:	Sue Schumers
Email Address:	sue.schumers@stewart.com
Order Number:	01459-14137
Property Address:	N/A
	NA, UT
Seller	Richard G. Holley, MaryAnn J. Holley, Richard G Holley, and MaryAnn J. Holley
Buyer/Borrower:	Buyer Buyer

Your review of the report will eliminate any surprises at the closing table, allow 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.

Your business is very valuable to us. We are staffed and ready to provide you with the best service possible. If we ever fall short of your expectations, please notify us immediately as we are committed to your success.

Sincerely,



Sue Schumers
Escrow Officer

NOTICE

Due to change to the Good Funds requirements per Utah Code 31A-23a-406, all funds received by the Company must be made by bank wire transfer.

ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE
Issued by
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.

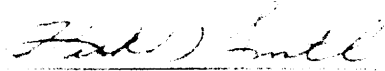
All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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.

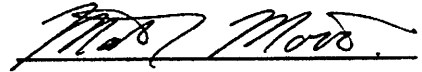
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:



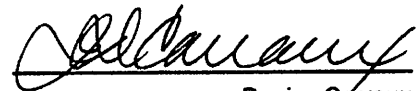
Authorized Countersignature

stewart
title guaranty company



Matt Morris
President and CEO

Stewart Title Insurance Agency of
Utah, Inc.
5734 South 1475 East, Ste 100
Ogden, UT 84403
(801) 479-7911



Denise Carraux
Secretary



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.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. 01459-14137

1st Amendment

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

2. **Policy or Policies To Be Issued:**

Amount of Insurance

(a) A.L.T.A. Owner's	2006 (Standard)	Amount Premium
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(b) A.L.T.A.. Loan	2006 (Standard)	Amount Premium
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Proposed Insured:
Lender

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

Richard G. Holley, MaryAnn J. Holley, as Trustees and Richard G Holley, and MaryAnn J. Holley Trustees of the MaryAnn Jackson Holley Family Living Trust, as their interest may appear.

5. **The land referred to in this Commitment is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO

For information purposes only, the property address is purported to be:

N/A, NA, UT



EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the County of Weber, State of Utah, and is described as follows:

Part of the West Half of Section 8, and the East Half of Section 7, Township 6 North, Range 2 East, Salt Lake Base and Meridian U.S. Survey beginning South 10.72 chains from the Southwest Corner of the Northwest Quarter of Section 8, running thence North 86°53' West 2.60 chains, thence North 1°21' West 10.63 chains; thence North 3°40' West 10.24 chains, thence South 89°54' East 3.51 chains to an existing fence, thence along said existing fence and South line of lane the following three courses, South 88°50' East 9.4 feet, South 89°02' East 443.6 feet, and South 71°33' East 12.3 feet, more or less, to an existing fence corner, thence South 1°02' East 61.1 feet, more or less, along an existing fence, to a point North 1°30' West 19.19 chains and East 7.54 chains from the beginning thence South 1°30' East 19.19 chains, thence West 7.54 chains to beginning.

ALSO:

A 66 foot wide strip of land located in the Southeast Quarter of Section 7, Township 6 North, Range 2 East, Salt Lake Base and Meridian, Weber County, Utah described as follows: Beginning 2.90 chains South 88°34' West and South 01°21' East 10.63 chains of the Northeast corner of said Quarter Section thence North 01°21' West 66.20 feet, thence along a line 66.00 feet Northerly of and parallel with the South line of that property described as Parcel 4 in Book 1151 at Page 255 of Weber County records, North 86°53' West 10.56 chains, thence South 01°40' East 66.23 feet in center of street to the South line of said property, thence South 86°53' East 10.56 chains, to beginning.

ALSO:

Tract of land located in the Southeast Quarter of Section 7, Township 6 North, Range 2 East, Salt Lake Base and Meridian, Weber county, Utah, described as follows: Beginning 2.90 chains South 88°34' West of the Northeast corner of said Quarter Section, thence South 88°34' West 10.64 chains, thence South 1°40' East 8.77 chains in center of street, thence along a line 66.00 feet Northerly of and parallel with the South line of that property described as Parcel 4 in Book 1151 at Page 255 of Weber County records, South 86°53' East 10.56 chains to a point that is South 01°21' East 9.63 chains from the point of beginning; thence North 01°21' West 9.63 chains to beginning.

ALSO:

Part of the Northeast Quarter of Section 7, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey beginning at a point on the South line of said Quarter Section, South 88°34' West 2.9 chains from the Southeast corner of said Quarter Section, running thence South 88°34' West 10.6 chains to the center of street; thence North 1°40' West 10.78 chains, thence South 89° East 10.34 chains; thence South 3°40' East 10.24 chains to the place of beginning.

ALSO:

All of Lot #5 RY-KY ACRES SUBDIVISION, Weber County, Utah.

ALSO:

Part of the Northwest and Southwest Quarters of Section 8, Township 6 North, Range 2 East, Salt Lake Meridian, US Survey: Beginning at a point 7.36 chains East of the Northwest Corner of said Southwest Quarter: Running thence South 1° East 10.72 chains; thence East 10.10 chains. Thence North 1°30' West 10.72 chains; thence North 8.47 chains; thence West 495 feet; thence North 1°30' West 5.71 chains; thence West 17.50 chains; thence South 14.18 chains to the place of beginning.

Tax ID: 21-006-0036

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I**

File No.: 01459-14137- Amended No. 1st

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
3. Pay all general and special taxes now due and payable.
4. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Assoc. or other recognized arbitrator a copy of which is available on request and can be obtained from the Company. Any decision reached by arbitration shall be binding upon both you and 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.
5. This Commitment will be subject to defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.
6. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.
7. Notice to Applicant: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.
8. Notice to Applicant: The land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.
9. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
10. Standard Exceptions 1 - 7 of Schedule B, Section 2, will be eliminated from the ALTA Loan Policy and the ALTA Homeowner's Policy upon satisfaction of any underwriting requirements.



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

File No.: 01459-14137 - Amended No. 1st

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:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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 assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. 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.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (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; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. 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.
7. 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.
8. Taxes for the year 2015 now due and payable in the amount of \$9,825.29, but will not become delinquent until November 30th. Tax ID No. 21-006-0036 (2014 taxes were paid).
9. Said property is located within the boundaries of Weber County, Weber County Fire Service Area 4, Ogden Valley Natural Gas Improvement District, and is subject to the charges and assessments levied thereunder.
10. Resolution No. 18-96, a Resolution Creating and Establishing the Ogden Valley Natural Gas Improvement District and the terms, conditions and limitations contained therein, recorded April 12, 1996, as Entry No. 1399404, in Book 1801, at Page 295 of County Records.

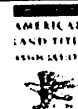
Resolution No. 25-96, A Resolution Creating and Establishing the Ogden Valley Natural Gas Improvement District and the terms, conditions and limitations contained therein, recorded June 18, 1996, as Entry No. 1413086, in Book 1811, at Page 2786 of County Records.
11. Resolution No. 23-2005, a Resolution of the Board of County Commissioners of Weber County creating and establishing a special service district throughout all of Weber County, to be known as the "Weber Area Dispatch 911 and Emergency Services District", recorded January 24, 2006, as Entry No. 2156401 of Official Records.
12. Resolution No. 27-2012, a Resolution of the Board of County Commissioners of Weber County, Utah and the



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

terms, conditions and limitations contained therein, recorded December 13, 2012, as Entry No. 2610456, of County Records.

13. The terms and conditions of that certain Certificate of Creation, creating and establishing the Northern Utah Environmental Resource Agency, and any future charges and assessments that may be levied thereunder, recorded January 20, 2015, as Entry No. 2718461, of Official Records.
14. Affidavit and the terms, conditions and limitations contained therein, recorded March 9, 2015, as Entry No. 2725109, of County Records.
15. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application For Assessment And Taxation Of Agricultural Land, recorded August 21, 2013 as Entry No. 2651697, of Official Records.
16. 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, 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 interest that are not listed.
17. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.
18. Easements and rights of way of record or enforceable in law and equity for any existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines now existing over, under or across subject property.
19. Subject to easements, building setback lines, restrictions, dedications or offer for dedications if any, conditions of approval if any, and notes if any, all as set forth on the recorded plat.
20. Weber County Municipal Services Agreement Covenant to Run with the Land and the terms, conditions and limitations contained therein, recorded December 7, 1990, as Entry No. 1126520, in Book 1591, at Page 1397 of County Records.
21. Any easements and/or rights of way for the water distribution system and appurtenances of the Board of Water Resources and/or the State of Utah Board of Water Resources, as the same may be found to intersect the herein described property, as disclosed by mesne instruments of record, including that certain Easement To Use Distribution System recorded May 17, 1996, as Entry No. 1406849, in Book 1806, at Page 2939, of Official Records.
22. Contract and Lien Between Weber Basin Water Conservancy District and MaryAnn Jackson & Richard Glen Holley and the terms, conditions and limitations contained therein, recorded May 31, 2005, as Entry No. 2106159, of County Records.
23. Official Utility Easement Agreement Between Utility Companies and the property owner MaryAnn Jackson Holley and the terms, conditions and limitations contained therein, recorded November 9, 2012, as Entry No. 2605146, of County Records.
24. Agreement for Joint Ownership of Well and Grant of Easement and the terms, conditions and limitations contained therein, recorded December 4, 2014, as Entry No. 2712985, of County Records.
25. Deed Covenant and Restriction to Run with the Land Alternative Onsite Wastewater Treatment System Packed-



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

Bed Media, Mound or AT-Grade System and the terms, conditions and limitations contained therein, recorded December 23, 2014, as Entry No. 2715677, of County Records.

26. Rights of way for any roads, ditches, canals, or transmission lines, and incidental purposes now existing over, under, or across said property, lying within the bounds of 7800 East.
27. A Deed of Trust executed by Mary Ann Holley and Richard Glen Holley as Trustees of The Mary Ann Jackson Holley Family Living Trust as TRUSTOR and Rocky D. Crofts, Esq. as TRUSTEE, in the stated amount of \$600,000.00, in favor of Douglas M. Allen and Susan Calton as Trustees of the Douglas M. Allen and Susan Calton Family Trust as BENEFICIARY, dated February 10, 2012 and recorded March 15, 2012 as Entry No. 2566883, of Official Records.
28. Any matters that might be disclosed by an accurate survey of said premises.
29. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claims and/or liens thereunder.
30. Subject to the effects of errors on the Vesting Deed as referenced herein as it does not include the name of the Trust or a creation date of same. Weber County has created the New Tax ID's and combined Parcels based on this Deed but not changed the Vesting.
31. Subject to the Terms, Conditions and Stipulations of the Trust referred to herein.

NOTE: This Report is for informational purposes only.

NOTE: Judgments have been checked against the following:

Richard G. Holley and MaryAnn J. Holley, Individually and as Trustees
The MaryAnn Jackson Holley Family Living Trust,

There were no judgments found.

CHAIN OF TITLE

According to the Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

NONE



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056