

PART SE 1/4 SEC 23, SW 1/4 SEC 24 & NW 1/4 SEC 25, T.5N., R.1W., S.L.B. & M.
SPRING CREEK ESTATES SUBDIVISION NO. 2

352

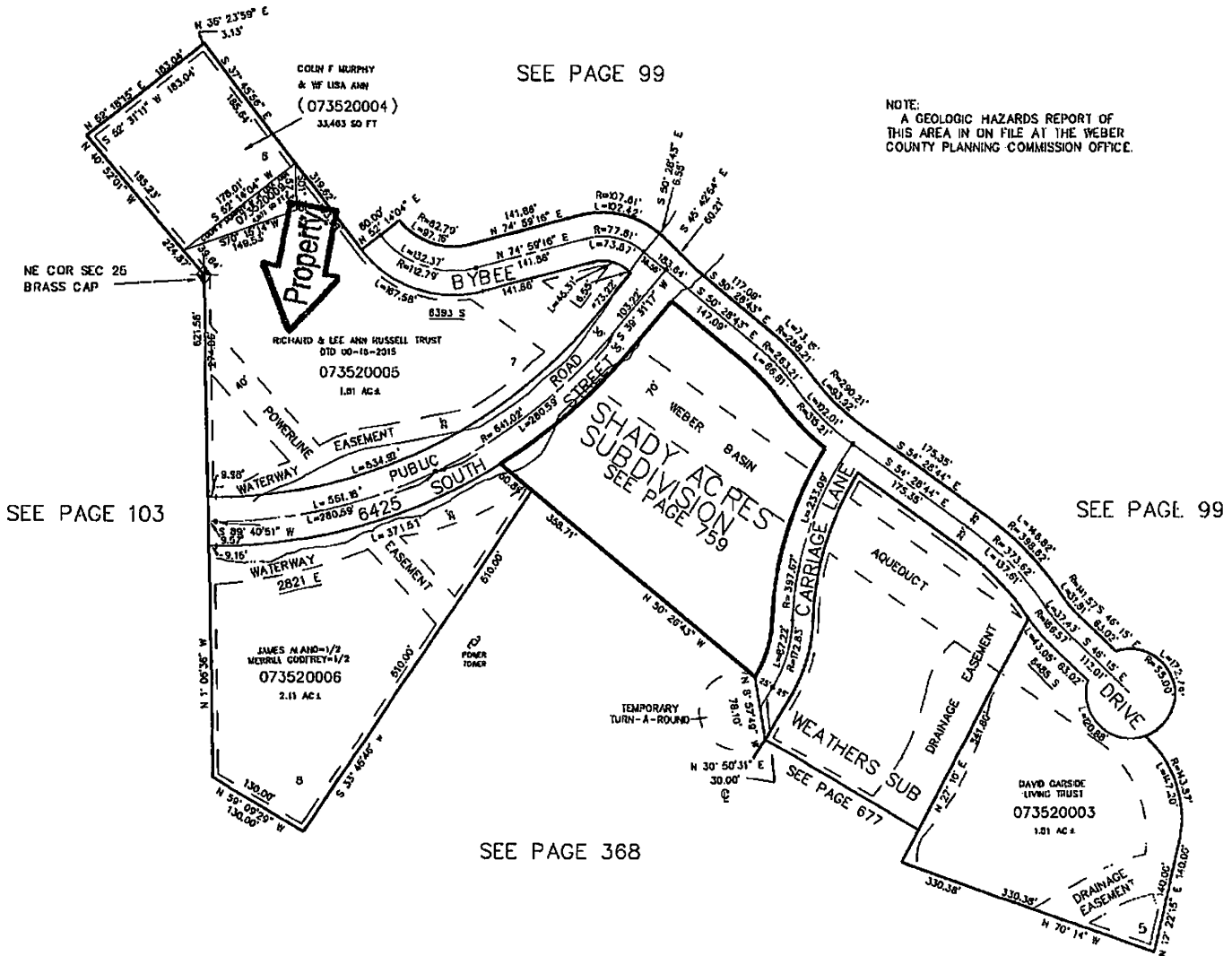
LOTS 3 - 8

IN WEBER COUNTY
 SCALE 1" = 100'

TAXING UNIT: 54

SEE PAGE 99

NOTE:
 A GEOLOGIC HAZARDS REPORT OF
 THIS AREA IS ON FILE AT THE WEBER
 COUNTY PLANNING COMMISSION OFFICE.



SEE PAGE 103

SEE PAGE 99

SEE PAGE 368

*SEE CORRECTION AFT.
 3-25-02 (1022-160)

7 UTILITY & DRAINAGE EASEMENTS EACH
 SIDE OF PROPERTY LINES AS INDICATED
 BY DASHED LINES EXCEPT AS OTHERWISE
 SHOWN.

FOR COMPLETE ENG DATA SEE
 ORIGINAL DEDICATION PLAN IN
 BOOK 30, PAGE 89 OF RECORDS.

7

L.D.J. 9-88

NOTICE THIS IS NEITHER A PLAT NOR A SURVEY. IT
 IS FURNISHED MERELY AS A CONVENIENCE TO AID
 YOU IN LOCATING THE LAND INDICATED HEREON
 WITH REFERENCE TO STREETS AND OTHER LAND
 NO LIABILITY IS ASSUMED BY REASON OF ANY
 RELIANCE HEREON.

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Florida 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 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 (6) 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.

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

Continued on back page

Issued through the Office of
Mountain View Title and Escrow
5732 South 1475 East #100
Ogden, UT 84403
(801) 479-1191


Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  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 and Stipulations.
 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 Stipulations 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.alfa.org/>.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File No.: 145462

1. Effective Date: March 16, 2016 at 8:00 AM

2. Policy or Policies to be Issued:

Amount of Insurance

(a) A.L.T.A. Owner's Policy 2006 (Standard)

Amount:

\$473,000.00

Premium:

\$2,289.00

Proposed Insured:

John Beal and Stephanie Ralston

(b) A.L.T.A. Loan Policy 2006 (Extended)

Amount:

Premium:

Proposed Insured:

Lender

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

Fee Simple

4. Title to the said estate or interest in said land is at the Effective Date vested in:

Richard L. Russell and Lee Ann Russell, Trustees of The Richard and Lee Ann Russell Family Trust under agreement dated September 16, 2015

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:
6393 Bybee Drive, Ogden, UT 84403

Old Republic National Title Insurance Company



COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

EXHIBIT "A"
LEGAL DESCRIPTION

ALL OF LOT 7, SPRING CREEK ESTATES SUBDIVISION NO. 2, WEBER COUNTY, UTAH ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM: BEGINNING AT THE NORTHEAST CORNER OF LOT 7 OF SPRING CREEK ESTATES, A SUBDIVISION IN WEBER COUNTY, UTAH; AND RUNNING THENCE SOUTH 01°35'42" EAST 57.30 FEET, THENCE SOUTH 70°15'14" WEST 149.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 7, THENCE NORTH 52°14'04" EAST 176.02 FEET ALONG THE NORTHERLY LINE OF LOT 7 TO THE POINT OF BEGINNING.

Old Republic National Title Insurance Company



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

File No. 145462

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 premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land/or the mortgage to be insured must be signed, delivered and recorded.
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. Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.
6. Proper instrument(s) creating the estate or interest to be insured executed and duly filed for record, to-wit:

Old Republic National Title Insurance Company



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

File No. 145462

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. Water rights, claims to water or water rights, whether or not shown in the public records.
3. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
4. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
5. Easements, liens encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
7. Taxes for the year 2015 are PAID in the amount of \$4,232.73.
SERIAL NUMBER: 07-352-0005

Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein

8. Said property is included within the following boundaries and is subject to any charges and assessments levied by them as a result of services provided.

GENERAL FUND, G O BOND FUND, LIBRARY, WEBER SCHOOL DISTRICT, STATEWIDE SCHOOL BASIC LEVY, MOSQUITO ABATEMENT DISTRICT, WEBER BASIN WATER - GENERAL, UINTAH HIGHLANDS IMPROV. DISTRICT, WEBER / MORGAN HEALTH, JUDGMENT LEVY - W.C., PARAMEDIC FUND, WEBER FIRE DISTRICT, STATE ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, UNINCORP WEBER COUNTY, WEBER SCHOOL DIST JUDGMENT LEVY, WEBER AREA DISPATCH 911 AND EM. SERV. DIST.- (S-S), WEBER FIRE G.O. BOND - 2006 SERIES

9. A seven (7) foot Public Utility and Drainage Easement over the front of said property as disclosed on dedication plat.
10. A seven (7) foot Public Utility and Drainage Easement over the West of said property as disclosed on dedication plat.
11. A forty (40) foot powerline Easement running through the Southwest corner of said property as disclosed on dedication plat.
12. A twenty five (25) foot waterway easement running through the rear side of said property as disclosed on dedication plat.

Old Republic National Title Insurance Company



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

File No. 145462

13. PROTECTIVE COVENANTS

Dated: September 12, 1988
Recorded: September 12, 1988
Entry Number: 1057484
Book: / Page: 1547 / 100

But omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons.

14. RESOLUTION NO. 27-2012

Dated: December 11, 2012
Purpose: 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 SERVICES TO BE PROVIDED THEREIN
Recorded: December 13, 2012
Entry Number: 2610456

15. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY

Dated: December 1, 2014
Recorded: January 20, 2015
Entry Number: 2718461

16. TRUST DEED

Dated: October 29, 2010
Amount: \$354,900.00
Trustor: LEE ANN N. RUSSELL AND RICHARD L. RUSSELL
Beneficiary: MERS AS NOMINEE FOR CITYWIDE HOME LOANS, A UTAH CORPORATION
Trustee: FIRST AMERICAN TITLE INSURANCE AGENCY
Recorded: November 3, 2010
Entry Number: 2500426

17. SUBJECT TO THE TERMS, CONDITIONS AND/OR RESTRICTIONS OF THAT CERTAIN THE RICHARD AND LEE ANN RUSSELL FAMILY TRUST UNDER AGREEMENT DATED SEPTEMBER 16, 2015, AS DISCLOSED IN ENTRY NUMBER 2759256, OF WEBER COUNTY RECORDS.

18. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

RICHARD L. RUSSELL
LEE ANN RUSSELL
JOHN BEAL
STEPHANIE RALSTON

19. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

WARRANTY DEED DATED SEPTEMBER 16, 2015 BY AND BETWEEN LEE ANN N. RUSSELL AND RICHARD

Old Republic National Title Insurance Company



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

File No. 145462

L. RUSSELL TO RICHARD L. RUSSELL AND LEE ANN RUSSELL, TRUSTEES OF THE RICHARD AND LEE ANN RUSSELL FAMILY TRUST UNDER AGREEMENT DATED SEPTEMBER 16, 2015, RECORDED AS ENTRY NUMBER: 2759256.

20. 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, BUT 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.
21. NOTE: 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 <http://www.alta.org>. 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.

END OF SCHEDULE B II

Old Republic National Title Insurance Company



Mountain View Title and Escrow Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Mountain View Title and Escrow.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

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

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

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

Rev. 08/28/01

