

Order Number: 52199

Escrow Officer: at



**Chicago Title Insurance Company**  
**COMMITMENT FOR TITLE INSURANCE**

**Issued by**

**Chicago Title Insurance Company**

Chicago Title Insurance Company, a Missouri 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 90 days 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, Chicago 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.

Countersigned:  
Metro National Title  
345 East 300 South  
Salt Lake City, UT  
801-363-6633

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY



By:

President

ATTEST

Secretary

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Client File Number:

1. Effective date: **May 12, 2016 at 7:45 AM**

2. Policy or Policies to be issued:	Amount of Insurance
(a) 2006 A.L.T.A. Owners	<b>\$1,000.00</b>
Owner's Premium	<b>\$240.00</b>

Proposed Insured:  
**To Be Determined**

(b) 2006 A.L.T.A. Loan (Extended)	Amount of Insurance
Loan Premium	<b>\$0.00</b>

Endorsements:

Endorsement Premium(s) **\$0.00**

Proposed Insured:

(c) Leasehold	\$
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Proposed Insured:

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:  
**Stephen Coffey and Diana Coffey, husband and wife, as joint tenants**

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"**

Purported Address:  
**3057 North Evergreen Park Drive  
Huntsville, UT 84317**

**THIS COMMITMENT IS INVALID UNLESS SCHEDULE B AND COVER ARE ATTACHED  
This Commitment may be subject to a Cancellation Fee**

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**Exhibit "A"**

**Part of Lots 270, 271 and 272, Evergreen Park Subdivision No. 1, Weber County, Utah, described as follows: Beginning at a point South 19°10'32" West 43 feet, more or less, from the Northwest corner of Lot 271, running thence South 19°10'32" West 220.68 feet; thence South 84°22'38" East 800 feet, more or less to the road, thence North 02°11'19" East 325 feet, thence North 89°16'06" West 463 feet, thence South 02°11'19" West 72 feet, thence North 89°16'06" West 256.41 feet, more or less to the Westerly line of said Lot 271 and the point of beginning.**

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## **SCHEDULE B**

### **Section 1**

#### **REQUIREMENTS**

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

TO-WIT:

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same request, if available, either with or without charge as appears appropriate.

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 of which 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 proper jurisdiction.

- 1. Affidavit executed by the Owner/Seller of the property certifying that said property is free and clear of liens and encumbrances.**
- 2. The Company reserves the right to add additional requirements and/or exceptions to Schedule "B" upon search and examination of ultimate purchasers name and/or identity.**
- 3. Warranty Deed from the vestee to the proposed insured.**
- 4. In the event this Company is requested to insure a transaction involving the subject property, this Company and/or its Underwriter reserves the right to add exceptions and/or requirements upon receipt of information defining said transaction.**

**THE FOLLOWING NOTE IS FOR INFORMATIONAL PURPOSES ONLY:**

**THE FOLLOWING CONVEYANCES AFFECTING SAID LAND WERE RECORDED WITHIN TWENTY-FOUR (24) MONTHS OF THE DATE OF THIS REPORT**

#### **Warranty Deed**

**Grantor: Gary E. Costantino and Colleen A. Costantino, Trustees of the Gray and Colleen Costantino Family Trust dated June 15, 1998, inadvertently shown on title in error as "Gary Costantino and Colleen A. Costantino, Trustees of the Gary and Colleen Constantino Family Trust dated June 15, 1998**

**Grantee: Stephen Coffey and Diana Coffey, husband and wife, as joint tenants**

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**Recorded: 03/02/2015**

**Entry No.: [2724201](#)**

**NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies and none appear of record that attach to the herein described property, except as shown herein.**

**Stephen Coffey and Diana Coffey, husband and wife, as joint tenants**

**THE UNDERWRITER DESIGNATED FOR THIS FILE SHALL BE Chicago Title Insurance Company**

**PLEASE DIRECT ANY TITLE INQUIRES TO Megan Manning at 801-363-6633**

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**END OF SCHEDULE B – Section 1**

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## **SCHEDULE B**

### **Section 2**

#### **EXCEPTIONS FROM COVERAGE**

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. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a Public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, that are not shown by the Public Records.
4. 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.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
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. 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

*The printed Exceptions 1 through 7 will be deleted from the ALTA Extended Loan Policy*

**8. Lien of Taxes, now accruing as a lien, but not yet due and payable**

**Year: 2016**

**Tax ID No.: [23-031-0001](#)**

**Prior year: 2015 Paid**

**Amount: \$2,874.37**

**9. The land described herein is located within the boundaries of the Weber Basin Water Conservancy District, Weber Area Dispatch 911 and Emergency Services District and the Weber Fire District, and is subject to any assessments levied thereby.**

**10. Easement(s), Setbacks, notes and restrictions, as shown on the subdivision plat:**

**Recorded: 02/13/1964**

**Entry No.: [420001](#)**

**Book / Page: 13 of Plat / 51**

**11. Water Rights, claims or title to water, whether or not shown by the public records.**

**12. Excepting therefrom all oil, gas and minerals and any rights appurtenant thereto.**

**13. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any,**

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including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: February 13, 1964

Entry No.: [42003](#)

Book/Page: 766 / 87

14. Easements, rights of way or other claims arising from that certain well and 20 foot right of way, as disclosed by Right of Way Easement, recorded May 17, 2005, as Entry No. [2103767](#), in Book , at Page of Official Records.

15. Petition to Weber Basin Water Conservancy District, including the terms and conditions thereof:

Recorded: October 25, 2005

Entry No.: [2137668](#)

16. Resolution No. 27-2012

Recorded: December 13, 2012

Entry No.: [2610456](#)

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.

17. Subject to the rights of parties in possession of the subject property under unrecorded leases, rental or occupancy agreements and any claims thereunder.

END OF SCHEDULE B – Section 2

### 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>>.*



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We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
  - From your transactions with, or from the services being performed by, us, our affiliates, or others;
  - From our internet web sites;
  - From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others;
- and
- From consumers or other reporting agencies.

**Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

**Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
  - to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for the products or services that we believe you may find of interest.

In addition we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

**Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request corrections, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer  
Chicago Title Insurance Company  
601 Riverside Avenue, 12<sup>th</sup> Floor  
Jacksonville, FL 32204

**Multiple Products or Service**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

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## PRIVACY POLICY

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information**

Depending on which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, but telephone or any other means;
- Information about your transaction with us, our affiliated companies, or other; and
- Information we receive a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purposes, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.