

# 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.

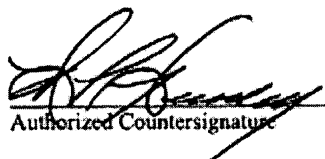
All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.


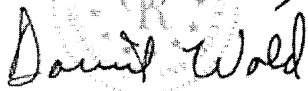
IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

*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.alta.org/>.

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

File No.: 149493

**1. Effective Date:** June 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:  
Premium:**

Proposed Insured:

Dylan Manning

(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:**

Norman C. Manning and Jodi Manning, as joint tenants with full rights of survivorship

**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:  
1021 North 4700 West, Ogden, UT 84404

**Old Republic National Title Insurance Company**



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

EXHIBIT "A"  
LEGAL DESCRIPTION

PARCEL 1

ALL OF LOT 1, MANNING FARM SUBDIVISION, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 2

PART OF THE NORTHWEST QUARTER OF SECTION 8, AND SOUTH HALF OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTHEASTERLY BANK OF WEBER RIVER, SAID POINT BEING 1270.28 FEET EAST AND 1219.83 FEET NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION, RUNNING THENCE ALONG SAID BANK THE FOLLOWING COURSES: NORTH 42°55'16" EAST 185.77 FEET, NORTH 70°42'01" EAST 471.42 FEET, NORTH 36°00'43" EAST 531.54 FEET, NORTH 0°48'35" WEST 230.69 FEET, NORTH 11°41'39" WEST 221.32 FEET; THENCE NORTH 19°27'34" EAST, TO THE EAST LINE OF MERWINDALE FARM INC. PROPERTY, THENCE NORTHEASTERLY ALONG SAID EAST LINE TO NORTH LINE OF SAID SECTION 8, THENCE EASTERLY ALONG SECTION LINE TO THE WEST RIGHT OF WAY FENCE LINE OF 4700 WEST STREET, THENCE ALONG SAID RIGHT OF WAY FENCE LINE THE FOLLOWING COURSES: SOUTH 7°42'20" EAST 359.10 FEET SOUTH 3°11'01" EAST 220 FEET, MORE OR LESS, THENCE NORTH 89°08'50" WEST 320 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 1, MANNING FARM SUBDIVISION, THENCE SOUTH 0°51'10" WEST 340.00 FEET, THENCE SOUTH 89°08'50" EAST 320.00 FEET, MORE OR LESS, TO THE WEST LINE OF 4700 WEST STREET, THENCE SOUTH 541.55 FEET, MORE OR LESS, TO A POINT WHICH IS 1329.72 FEET EAST OF BEGINNING, THENCE WEST 1329.72 FEET TO THE POINT OF BEGINNING. EXCEPT THEREFROM: A PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY: BEGINNING AT A POINT ON THE WEST LINE OF 4700 WEST STREET AT THE GRANTORS SOUTHEAST PROPERTY CORNER, SAID POINT BEING 1270.28 FEET EAST, 1219.83 FEET NORTH AND EAST 1329.72 FEET FROM THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8, SAID POINT ALSO BEING SOUTH 88°02'15" EAST 1096.72 FEET NORTH 01°12'02" EAST 698.74 FEET NORTH 19°45'02" EAST 595.85 FEET AND SOUTH 88°45' EAST 1316.00 FEET FROM THE WEBER COUNTY MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 8, (BASIS OF BEARING BEING SOUTH 83°03'05" EAST ALONG THE LINE BETWEEN THE MONUMENTED WEST 1/4 CORNER OF SECTION 8 AND THE CENTER OF SECTION 7 AS MONUMENTED RUNNING THENCE NORTH 00°51'12" EAST ALONG THE WEST LINE 4700 WEST STREET, 30.00 FEET, THENCE NORTH 88°45'00" WEST 239.86 FEET, THENCE SOUTH 69°21'04" WEST 80.44 FEET TO THE GRANTORS SOUTH LINE, THENCE SOUTH 88°45'00" EAST 314.70 FEET ALONG THE GRANTORS SOUTH LINE TO THE WEST LINE OF 4700 WEST STREET AND THE POINT OF BEGINNING.

Old Republic National Title Insurance Company

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UT ALTA Commitment Sch A MV1

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COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART I

File No. 149493

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. 149493

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. PARCEL 1  
Taxes for the year 2015 have been paid in the amount of \$1,582.44. Taxes for the year 2016 are accruing as a lien but are not yet due or payable.  
SERIAL NUMBER: 15-027-0088

PARCEL 2

Taxes for the year 2015 have been paid in the amount of \$574.43. Taxes for the year 2016 are accruing as a lien but are not yet due or payable.  
SERIAL NUMBER: 15-027-0056

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, WEST WEBER / TAYLOR CEMETERY DISTRICT, WEBER / MORGAN HEALTH, TAYLOR / W WEBER CUL WATER DISTRICT, 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. 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

**Old Republic National Title Insurance Company**



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No. 149493

10. 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.
11. Subject to any governmental regulation pertaining to wetlands and any environmental matters concerning subject property.
12. Subject to the meandering courses of the Weber River.
13. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND 1969 FARMLAND ASSESSMENT ACT  
Recorded: October 2, 2006  
Entry Number: 2212217  
(AFFECTS PARCEL 2)
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 PROVIDING TO THE UNINCORPORATED AREA OF WEBER COUNTY AND DESCRIBING THE SERVICES TO BE PROVIDED THEREIN.  
Recorded: December 13, 2012  
Entry Number: 2610456  
(AFFECTS BOTH PARCELS)
15. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY  
Dated: December 1, 2014  
Recorded: January 20, 2015  
Entry Number: 2718461  
(AFFECTS BOTH PARCELS)
16. TRUST DEED  
Dated: January 8, 2010  
Amount: \$244,000.00  
Trustor: JODI MANNING AND NORMAN C. MANNING  
Beneficiary: AMERICA FIRST FEDERAL CREDIT UNION  
Trustee: AMERICA FIRST FEDERAL CREDIT UNION  
Recorded: January 14, 2010  
Entry Number: 2454284  
(AFFECTS PARCEL 1)
17. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:  
  
DYLAN MANNING  
NORMAN C. MANNING  
JODI MANNING
18. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO

**Old Republic National Title Insurance Company**

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ALTA Commitment Sch B II

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COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No. 149493

BE OF RECORD.

NONE

19. 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.
20. 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

NW 1/4

27-4

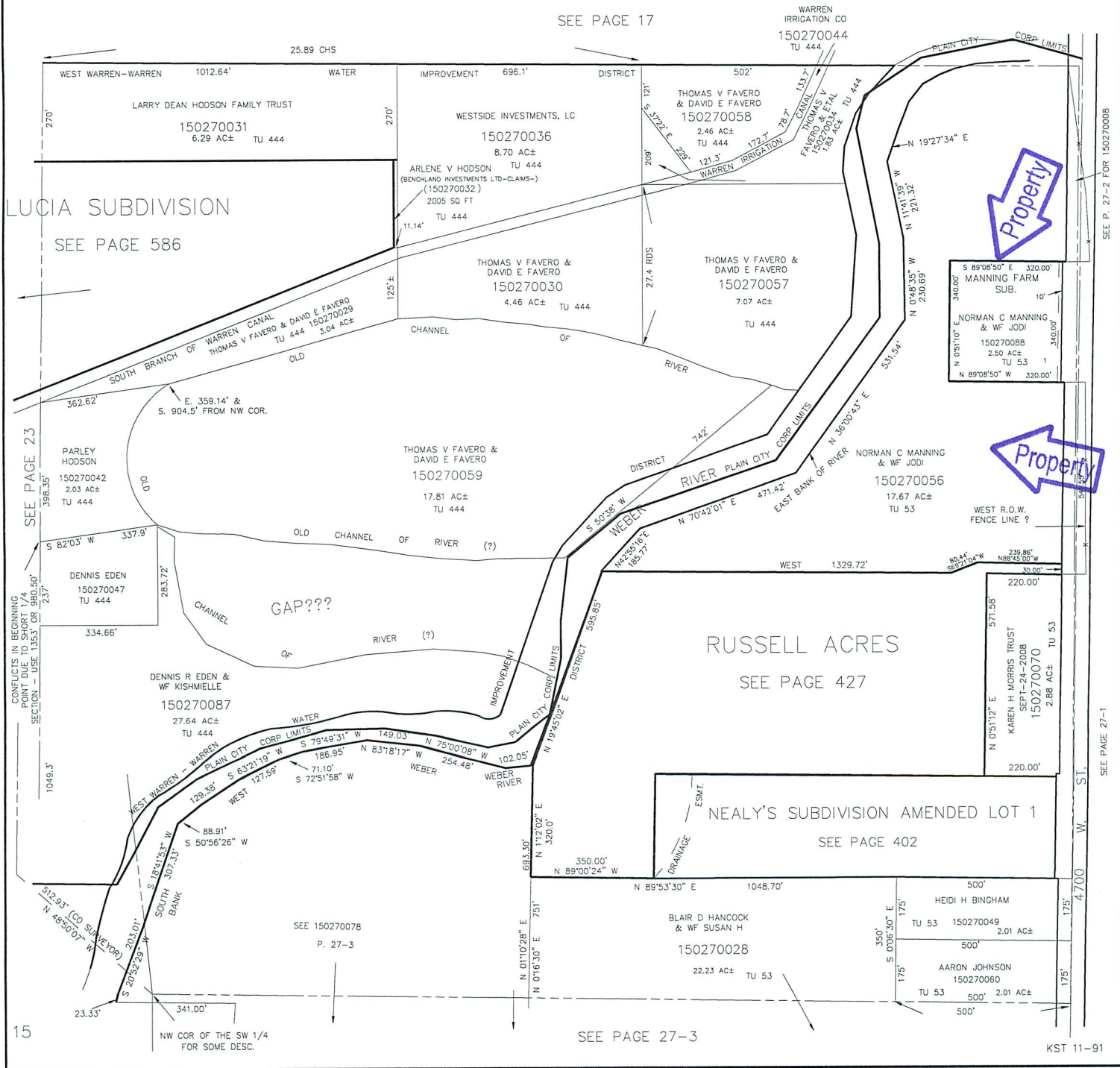
# SECTION 8, T.6N., R.2W., S.L.B. & M.

IN WEBER COUNTY

SCALE 1" = 200'

TAXING UNIT: 53, 444

SEE PAGE 17



SEE PAGE 23

CONFLICTS IN BEGINNING POINT DUE TO SHORT 1/4 SECTION - USE 1353 OR 1357

15

SEE P. 27-2 FOR 150270088

SEE PAGE 27-1

SEE PAGE 27-3

KST 11-91

**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.**