

Order Number: 53463

Escrow Officer: Sue Anthony at (801) 773-5000

COMMITMENT FOR TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**

Issued through the Office of:
Metro National Title
345 East 300 South
Salt Lake City, UT
801-363-6633

Commonwealth Land Title Insurance Company, a Nebraska 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 120 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such 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, the Company has caused this Commitment to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

Attest:



Secretary



By:



President

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Order Number: 53463

Client File Number:

1. Effective date: **July 29, 2016 at 7:45 AM**

2. Policy or Policies to be issued:	Amount of Insurance
(a) ALTA Homeowner's Policy for a One-to-Four Family Residence	\$1,000.00
Owner's Premium	\$240.00

Proposed Insured:
To Be Determined

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

Endorsements:

Endorsement Premium(s)	\$0.00
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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:
Shirley D. Rahrer and Edwin L. Rahrer, wife and husband, as to Parcel 1;
Edwin L. Rahrer and shirley D. Rahrer, husband and wife, as joint tenants, as to Parcel 2

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:
3415 North Foothill Lane, as to Parcel 1
Eden, UT 84310

3401 North Foothill Lane, as to Parcel 2
Eden, UT 84310

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"

Parcel 1: Lot 50, Eden Hills Subdivision No. 3, according to the Official Plat thereof on file and of record in the Office of the Weber County Recorder.

Also: A Part of Lot 51, Eden Hills Subdivision No. 3, described as follows: Beginning at the Northeast corner of said Lot 51, and running thence Southwesterly along the arc of a 944.57 foot radius curve to the right 18.30 feet (long chord bears South 44°26' West 18.30 feet); thence North 51°03'27" West 227.53 feet to the Southwest corner of Lot 50, said Eden Hills Subdivision No. 3; thence South 55°36' East 230.00 feet to the point of beginning.

Parcel 2: All of Lot 51, Eden Hills Subdivision No. 3, according to the Official Plat thereof on file and of record in the Office of the Weber County Recorder.

Less and Excepting: Part of Lot 51, Eden Hills Subdivision No. 3, described as follows: Beginning at the Northeast corner of said Lot 51, and running thence Southwesterly along the arc of a 944.57 foot radius curve to the right 18.30 feet (long chord bears South 44°26' West 18.30 feet); thence North 51°03'27" West 227.53 feet to the Southwest corner of Lot 50, said Eden Hills Subdivision No. 3; thence South 55°36' East 230.00 feet to the point of beginning.

**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. Pay any charges and/or assessments due to clear Exception(s) shown in Schedule B-2, herein.

2. PROPER showing that all requirements of the owners association have been complied with, including but not limited to payment, through the date of the closing, of any assessments, late fees, transfer fees or any other amounts levied by the owners association.

3. Record Deed of Reconveyance(s) clearing the Trust Deed(s) shown on Schedule B, Part 2.

4. Account Closing Letter, clearing the Trust Deed(s) shown on Schedule B, Part 2.

5. 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.

6. Warranty Deed from the vestee to the proposed insured.

7. Trust Deed to secure your loan.

8. 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.

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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

None

Vesting Deed Image
(Affects Parcel 1)

Vesting Deed Image
(Affects Parcel 2)

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.

Edwin L. Rahrer and Shirley D. Rahrer

THE UNDERWRITER DESIGNATED FOR THIS FILE SHALL BE Commonwealth Land Title Insurance Company

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

NOTE: Covered Risks 16, 18, 19 and 21 contained in the ALTA Homeowner’s Policy include certain deductibles and maximum dollar limits of coverage. The Covered Risks, the deductibles and our maximum dollar limit of liability are:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

Explanation of “Covered Risks” 16, 18, 19 and 21 from Homeowners Policy are as follows:

Covered Risk 16 - Because of an existing violation of a subdivision law or regulation affecting the Land:

- a) You are unable to obtain a building permit;
- b) You are required to correct or remove the violation; or
- c) someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.

Covered Risk 18 - You are forced to remove or remedy Your existing structures, or any part of them - other than boundary walls or fences - because any portion was built without obtaining a building permit from the proper government office.

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Covered Risk 19 - You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation.

Covered Risk 21 - You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences.

END OF SCHEDULE B – Section 1

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.: 22-074-0007

Prior year: 2015 Paid

Amount: \$2,203.93

(Affects Parcel 1)

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

Year: 2016

Tax ID No.: 22-074-0008

Prior year: 2015 Paid

Amount: \$135.56

(Affects Parcel 2)

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

11. Charges or Assessments levied by Weber Basin Water Conservancy District pursuant to contract(s) for the purchase of water from said district. No liability is assumed for unpaid assessments, if any or the affects thereof on the status of any contracts and assignments.

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12. 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.

(Affects Parcels 1 & 2)

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

Recorded: 03/21/1978

Entry No.: [732373](#)

Book / Page: 21 of Plats / 32

(Affects Parcels 1 & 2)

14. All non-exclusive and exclusive easements and rights of way which affect the Common Area, and which are appurtenant to the subject property, filed of record in the Weber County Recorder's Office.

(Affects Parcels 1 & 2)

15. 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, 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: April 25, 1978

Entry No.: [736519](#)

Book/Page: 1238 / 56

Contains provision for continuing assessment liens, compliance should be checked by contacting the owners association.

(Affects Parcels 1 & 2)

16. Request for Combination, and the terms and conditions thereof.

Recorded: March 6, 2003

Entry No.: [1919226](#)

Book / Page: 2329 / 975

(Affects Parcel 1)

17. Notice of Interest for Ongoing Assessments, and the terms and conditions thereof.

Recorded: May 16, 2014

Entry No.: [2686830](#)

(Affects Parcel 1)

18. Notice of Interest for Ongoing Assessments, and the terms and conditions thereof.

Recorded: May 16, 2014

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Entry No.: 2686831
(Affects Parcel 2)

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

20. Affidavit, including the terms and conditions thereof:

Dated: March 09, 2015

Recorded: March 09, 2015

Entry No.: [2725109](#)

21. A Deed of Trust, and the terms and conditions thereof:

Stated Amount: \$19,000.00

Trustor: Edwin L. Rahrer and Shirley D. Rahrer, husband and wife, as joint tenants

Trustee: First American Title Company of Utah

Beneficiary: Haldeman Investment Company

Dated: 06/28/1994

Recorded: 06/28/1994

Entry No.: [1299183](#)

Book/Page: 1721 / 1229

(Affects Parcel 2)

22. An Adjustable Rate Home Equity Conversion Deed of Trust, and the terms and conditions thereof:

Stated Amount: \$395,082.00

Trustor: Shirley D. Rahrer and Edwin L. Rahrer, wife and husband

Trustee: Founders Title Company

Beneficiary: Wells Fargo Bank, N.A

Dated: 08/27/2007

Recorded: 03/25/2008

Entry No.: [2330087](#)

(Affects Parcel 1)

23. An Open-End Adjustable Rate Home Equity Conversion Second Deed of Trust, and the terms and conditions thereof:

Stated Amount: \$395,082.00

Trustor: Shirley D. Rahrer and Edwin L. Rahrer, wife and husband

Trustee: Founders Title Company

Beneficiary: The Secretary of Housing and Urban Development

Dated: 08/27/2007

Recorded: 03/25/2008

Entry No.: [2330089](#)

(Affects Parcel 1)

In the event matters are discovered during the closing process which would otherwise be insured by the Covered Risks included in the policy, the Company may limit or delete insurance provided by the affected Covered Risk. In such event, a supplemental report will be issued prior to closing. General exceptions 1 through 7 will not appear in the ALTA Homeowners policy.

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/>>.



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.

Call before 10:00 AM
to get inspection that
same day.

PUT IN A CONSPICUOUS PLACE ON THE JOB

INSPECTION REPORT CARD
DEPARTMENT OF INSPECTIONS
WEBER COUNTY
Telephone 399-8374

BEFORE YOU DIG CALL FOR LOCATION OF
UNDERGROUND FACILITIES

(BLUE STAKE) - = MTN. BELL TELEPHONE CO.....1-800-662-4111
= MTN. FUEL SUPPLY CO.....1-800-662-4111
= UTAH POWER & LIGHT CO.....1-800-662-4111
PINE VIEW WATER.....621-6555
BONA VISTA WATER.....392-0656

LOCATION 3415 N. Foothill Ln.

PERMIT NO. 5981 DATE 3/26/90

OWNER Ed Rahver

CONTRACTOR Haldeman Const.

EXCAVATION & SETBACK INSPECTION:
REMARKS: 3/30/90 OK BH

FOOTING INSPECTION: (To be made
before concrete is poured)
REMARKS: 3/30/90 OK BH

FOUNDATION INSPECTION: (To be made
before concrete is poured)
REMARKS: 4/12/90 OK BH

Undergrad plumb.
TEMPORARY POWER INSPECTION:
REMARKS: 4/17/90 OK BH

FRAMING, R/ELECTRICAL, R/PLUMBING Mech
INSPECTION:
REMARKS: 7/5/90 OK BH

FINAL INSPECTION: OK OK
ELECTRICAL, PLUMB-
ING, FINISH, & PERMANENT POWER: given
REMARKS: 12/17/90 OK

William Hillier

Note: Signature of inspector after
item designates approval. When
properly signed this card is a cer-
tificate of occupancy for dwellings.
This record to remain in possession
of the owner.

WEBER COUNTY

ENGINEERING DEPARTMENT
Inspection Division
2510 Washington Blvd.
Ogden, Utah 84401 (801) 399-8374



BUILDING COMPLIANCE INSPECTION REPORT

BLDG. USE <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Garage/Carport <input type="checkbox"/> Addition/Remodel <input type="checkbox"/> Other	JOB ADDRESS <u>3415 N. Foothill Ln.</u>	BLDG. PERMIT NO. _____	
	CONTRACTOR/OWNER <u>Haldeman Ed</u>	DATE <u>12/17/90</u>	TIME <u>2:45 p.m.</u>
	REASON FOR INSPECTION: <input checked="" type="checkbox"/> Called <input type="checkbox"/> Routine <input checked="" type="checkbox"/> Complaint	Phone _____	

INSP. CATEGORY

Building
 Plumbing
 Mechanical
 Electrical
 Demolition Moving
 Zoning
 Sign
 Housing (existing)
 Business License
 Mobile Homes
 Other

COMMENTS

1. Items listed on previous insp. for final have been checked & are OK.

INSP. LEVEL

Set Backs
 Footings
 Foundation
 Underground
 Rough
 Roof Deck
 Roof Covering
 Frame
 Drywall Lathé
 Power to Panel
 Insulation
 Bond Beam
 Progress
 Final
 Pipe

WORK APPROVED

Work passes - authorized to proceed
 Prior violations corrected
 Items listed in comments will be reinspected at the next regular inspection

UNABLE TO MAKE INSP.

Cannot Locate Property
 Admittance refused
 Approved plans not available as required
 Building locked
 Reinspection fee

STATUS

Partial
 Complete

WORK IN VIOLATION

Make necessary corrections
 Do not proceed with work
 Prior violations uncorrected
 Reinspection fee
 Work must be completed with a call for inspection

ASSIGNED INSPECTOR
Brett

SIGNATURE Brett M. Hillier POSITION Inspector

Recorder:

Affidavit of survivorship

Original death certificate

Fee: \$12 - \$50 (Not sure exact amount) payable by cash, check or credit card

Planning Division:

Survey

Title search

Letters from Wolf Creek water

Certificate of Occupancy (copy)

Subdivision Application (notarized)

Fee: \$600-\$700 payable by cash, check, or credit card

Adressess:

2380 Washington Blvd

Recorder: Suite 370

Planning Division: Suite 240