

ALTA Commitment Form (6-17-06)

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California 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 (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, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Northwest Title Insurance Agency, LLC.  
2150 South 1300 East, Suite 350  
Salt Lake City, UT 84106

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell  
President  
Attest: Patricia H. Brown  
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>.*

Order Number: 17132

# NORTHWEST TITLE INSURANCE AGENCY

1551 S Renaissance Towne Dr  
Bountiful, UT, 84010  
801-784-5800

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**COMMITMENT FOR TITLE INSURANCE PREPARED FOR:**

**PROPERTY INFORMATION:**

1682 NORTH 6250 EAST  
EDEN, UT 84310

<b><u>LISTING AGENT</u></b>	<b><u>SELLING AGENT</u></b>
<i>Mountain Real Estate Companies, LLC ATTN: Brandi Hammon 2640 North Highway 162, #3 EDEN, UT, 84310</i>	<i>Intermountain Realty Group ATTN: Floyd Hatch 4571 South Holladay Blvd. SALT LAKE CITY, UT, 84117</i>
<b><u>LENDER</u></b>	<b><u>BUYER/SELLER</u></b>
<i>ATTN:</i>	<b><u>BUYER/BORROWER</u></b> <i>Pineview Partners, LLC</i>  <b><u>SELLER/OWNER</u></b> <i>Randy S. Shepherd and Steffnie Shepherd</i>

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A

Order No: 17132

1. Effective Date: July 29, 2016 at 8:00 a.m.

2. Policy or Policies to be issued:

a. ALTA Owner's Policy of Title Insurance (6-17-06)

Proposed Insured:	Amount	Prem
<b>Pineview Partners, LLC</b>	<b>\$1,900,000.00</b>	<b>\$5,195.00</b>

b. ALTA Loan Policy of Title Insurance (6-17-06)

Proposed Insured:	Amount	Prem
	<b>\$0.00</b>	<b>\$0.00</b>
Endorsements:		<b>\$0.00</b>

3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**

4. Title to the estate or interest in the Land is at the Effective Date vested in:  
**Randy S. Shepherd and Steffnie Shepherd, husband and wife as joint tenants**

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

**Lot 4, HIDDEN HAVEN ESTATES SUBDIVISION, according to the official plat thereof on file and of record in the office of the Weber County Recorder.**

Tax Serial No. 20-104-0004

PROPERTY ADDRESS:  
**1682 NORTH 6250 EAST, EDEN, UT 84310**

# COMMITMENT FOR TITLE INSURANCE

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## SCHEDULE B- SECTION I REQUIREMENTS

Order No: 17132

The following requirements must be satisfied (unless otherwise noted, all documents required to be recorded must be recorded in the official real estate records of the county in which said property is located):

- (A) Payment of the necessary consideration for the estate or interest to be insured.
  - (B) Pay all premiums, fees and charges for the policy.
  - (C) Documents satisfactory to the Company creating the estate or interest to be insured, must be properly executed, delivered and recorded.
  - (D) Payment of all taxes and/or assessments levied against the Land which are due, payable or delinquent.
1. Payment of any taxes or assessments as shown in Schedule B-2, Exception No. 10
  2. Northwest Title requires review of the Operating Agreement of Pineview Partners, LLC to confirm authorized signor.
  3. Warranty Deed from Randy S. Shepherd and Steffnie Shepherd to Pineview Partners, LLC.
  4. Trust Deed or Mortgage to secure your loan.

NOTE: The following name(s) have been checked in the records of the WEBER County Clerk for Judgments, and the WEBER County Recorder for Federal Tax Liens:

Randy S. Shepherd and Steffnie Shepherd  
Pineview Partners, LLC

No unsatisfied Judgment Liens or Federal Tax Liens have been found.

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B- SECTION II

Order No: 17132

Schedule B-II 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 hereof 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. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.

### SPECIAL EXCEPTIONS

9. Taxes for the year 2016 are now accruing as a lien, not yet due and payable. Taxes for the year 2015 have been paid in the amount of \$4,655.81 (Tax Parcel No. 20-104-0004).
10. Said Property is located within the boundaries of Weber County, Eden Cemetery, Weber County Fire Service Area No. 4 and Ogden Valley Natural Gas Improvement District, and is subject to all assessments and service charges levied thereof.
11. Easements, Reservations, Restrictions, Notes and all matters, as shown on the official recorded plat of said subdivision.
12. Easement for constructing and maintaining a surface well for the impounding of irrigation water, including the construction, operation and maintenance of a pumping station and all underground electrical lines and pipes required to collect said irrigation water and to pump and distribute the same across the subject property for the benefit of Lot 1, Hidden Haven Estates Subdivision recorded April 12, 2012, as Entry No. 2571360, in the Official Records of the WEBER County Recorder.
13. Minerals of whatsoever kinds, 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.
14. Restrictive Covenants (deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenant, conditions or restrictions violate 42USC 3604c), recorded May 29, 2003, as Entry No. 1942462, in Book 2375, at Page 1265 in the Official Records of the WEBER County Recorder.

Amendment to Restrictive Covenants recorded September 13, 2006, as Entry No. 2207973, in the Official Records of the WEBER County Recorder.

(Continued)

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B- SECTION II (Continued)

Order No: 17132

Amendment to Restrictive Covenants recorded September 13, 2006, as Entry No. 2207974, in the Official Records of the WEBER County Recorder.

15. Onsite Wastewater Disposal Systems Deed Covenant and Restriction to run with the land recorded May 29, 2003, as Entry No. 1942460, in Book 2375, at Page 1263, in the Official Records of the WEBER County Recorder.
16. Experimental Wastewater Disposal Systems Deed Covenant and Restriction to run with the land recorded May 29, 2003, as Entry No. 1942461, in Book 2375, at Page 1264, in the Official Records of the WEBER County Recorder.
17. Notice of Non-Compliance file by Weber County wherein in states that the permit expired, there was no final inspection and no occupancy was granted recorded January 31, 2014, as Entry No. 2673774, in the Official Records of the WEBER County Recorder.

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FOR INFORMATIONAL PURPOSED ONLY

According to 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

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Your order has been assigned to Shane Perkins for a full service escrow. For questions concerning your closing, please contact Shane at (801) 784-5800 or [sperkins@nwttitleutah.com](mailto:sperkins@nwttitleutah.com)

The report was searched by Brandon Owens at (801) 869-4500 [bowens@nwttitleutah.com](mailto:bowens@nwttitleutah.com)

NOTE: THE POLICY(IES) TO BE ISSUED AS A RESULT OF THIS COMMITMENT CONTAIN AN ARBITRATION CLAUSE SET FORTH IN THE CONDITIONS AND STIPULATIONS SECTION. THE FOLLOWING IS INCLUDED FOR THE INFORMATION OF THE PROPOSED INSURED(S).

Typed August 1, 2016 by bso.

Amendment Typed August 15, 2016 by bso.

Amendment Typed August 25, 2016 by cdw.

# **NORTHWEST TITLE INSURANCE AGENCY, LLC 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 that 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 upon 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, by telephone or any other means.

- Information about your transactions with us, our affiliated companies, or others; and

- Information we receive from a consumer reporting agency.

## **Use of Information**

We request information from you for our legitimate business purposes and not for 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 purpose, such as quality control efforts or customer analysis.

## **Former Customers**

Even if you are not 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.