

File No./Escrow No.: 48900  
 Print Date & Time: 9/8/2016 12:07:03 PM  
 Officer/Escrow Officer: Sue Anthony

**Metro National Title - Layton**  
 1597 North Woodland Park  
 Drive  
 Suite 100B  
 Layton, UT 84041



Property Address: 6523 NORTH NORTH FORK ROAD  
 EDEN, UT 84310 (WEBER)  
 (16-287-0001)

Buyer: KEVIN M. PARKINSON AND COLLETTE PARKINSON  
 6523 North North Fork Road  
 Eden, UT 84310

Seller: RADFORD HILLS CORPORATION, A UTAH CORPORATION  
 1568 Connecticut Drive  
 Salt Lake City, UT 84103

Lender:

Settlement Date: 9/16/2016  
 Disbursement Date: 9/16/2016

Description	Buyer		
	P.O.C.	Debit	Credit
<b>Deposits, Credits, Debits</b>			
Sale Price of Property		\$275,000.00	
Earnest Money Deposit			\$10,000.00
<b>Prorations</b>			
City/Town Taxes 9/16/2016 to 1/1/2017 @ \$1,864.28/Year		\$546.51	
<b>Title Charges</b>			
Title - Settlement or closing fee to Metro National Title		\$175.00	
Title - Document preparation to Metro National Title		\$75.00	
Title - Wire Fee to Metro National Title		\$15.00	
<b>Government Recording and Transfer Charges</b>			
Recording fees: Deed \$20.00		\$20.00	
	<b>P.O.C.</b>	<b>Debit</b>	<b>Credit</b>
<b>Subtotals</b>	\$0.00	\$275,831.51	\$10,000.00
Due From Buyer			\$265,831.51
<b>Totals</b>	\$0.00	\$275,831.51	\$275,831.51

**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Metro National Title - Layton to cause the funds to be disbursed in accordance with this statement.

**BUYER(S)**

\_\_\_\_\_  
KEVIN M. PARKINSON

\_\_\_\_\_  
COLLETTE PARKINSON

**SETTLEMENT COORDINATOR**

\_\_\_\_\_  
Sue Anthony



## ESCROW GENERAL PROVISIONS

**This agreement governs the duties and obligations between Metro National Title (hereinafter "Escrow Agent") and the undersigned signatories, who are parties to the following transaction.**

Order No.: 48900

Seller(s): Radford Hills Corporation, a Utah Corporation

Buyer(s) / Borrower(s): Kevin M. Parkinson and Collette Parkinson

### **The parties understand and acknowledge:**

#### **1. Escrow Agent's Role**

Subject to the terms of this Agreement, Escrow Agent agrees to act as an escrow agent in closing the transaction described above. Escrow Agent is not the agent of any single party. Rather, Escrow Agent agrees to prepare documents, secure the execution of documents, record documents, disburse funds, and otherwise close the transaction in accordance with the joint directions of the parties. Escrow Agent has no other duties or obligations. In particular, Escrow Agent does not give and has no duty to give legal or other advice to the parties.

#### **2. Parties' Role**

The parties authorize Escrow Agent to close the transaction, record documents, disburse funds, and otherwise act in accordance with the written Settlement Statement and any written or oral directions or agreements given to Escrow Agent by the parties or their representatives. The parties agree that Escrow Agent is entitled to act on the direction of the realtor, attorney or other person who has dealt with Escrow Agent on behalf of them in this transaction. If any party wishes to limit the authority of those who have dealt on their behalf with Escrow Agent, any such limitation must be contained in a writing that is delivered to Escrow Agent. The parties agree that they are not looking to Escrow Agent for legal or other advice, and that they have had an opportunity to obtain such advice from persons other than those affiliated with Escrow Agent.

#### **3. Closing Documents**

The parties have been given an opportunity to review all documents at closing and to seek independent advice or counsel concerning those documents, if desired. The parties agree that the only representations of Escrow Agent upon which they are entitled to rely or act are those that are in writing and executed by Escrow Agent and that the parties are not entitled to act or rely on conflicting oral or written terms or directions given to Escrow Agent prior to closing. The parties' execution and delivery of documents at closing shall, as between Escrow Agent and the parties, constitute the parties' agreements and directions to Escrow Agent whether or not Escrow Agent is a party to the documents. The terms of this paragraph shall not affect the parties' rights between themselves.

#### **4. Deposit of Funds & Disbursements**

Escrow Agent shall place all funds received in escrow into a federally insured depository account specifically designated as a trust account. The coverage of any such federal insurance applies only to a cumulative maximum amount of \$250,000.00 for each individual depositor for all of depositor's accounts at the same of related institution. Escrow Agent assumes no responsibility or liability for any loss arising from the amount deposited in connection with this transaction causing the aggregate amount of any individual depositor's account to exceed \$250,000.00, or for any loss arising from the fact that the bank instruments in

which said funds may be invested are not insured. Escrow Agent may maintain a general trust account and individual accounts for specific escrows, subject to any specific terms and conditions of any written agreement between Buyer(s) / Borrower(s), Seller(s), and Escrow Agent. Absent specific written direction from both Buyer(s) / Borrower(s) and Seller(s), Escrow Agent shall, as agent for Buyer(s) / Borrower(s) and Seller(s), determine the identity of the depository institution. Escrow Agent shall not be responsible for any loss of funds occurring as a result of failure of the institution in which funds have been deposited, so long as Escrow Agent complies with the foregoing provisions relating to the type of depository institutions and accounts to be used. Earnings on funds held in Escrow Agent's escrow trust account shall be owned by and periodically disbursed to Escrow Agent as additional consideration for services actually performed by Escrow Agent. Funds may be paid from trust accounts only in accordance with the terms and conditions of Buyer(s) / Borrower(s)'s and Seller(s)'s instructions to Escrow Agent. In the event that Escrow Agent initiates or is joined as a party to any litigation relating to this escrow, Buyer(s) / Borrower(s) and Seller(s) jointly and severally agree to pay all costs, expenses and attorney's fees incurred by Escrow Agent in such litigation. Escrow Agent shall be entitled, at its option, to be paid such costs, expenses and attorney's fees from the funds deposited by the party(ies) with Escrow Agent.

#### **5. Disclosure of Possible Benefits to Escrow Agent**

As a result of Escrow Agent maintaining its general escrow accounts with the depositories, Escrow Agent may receive certain financial benefits such as an array of bank services, accommodations, loans or other business transactions from the depositories ("collateral benefits"). All collateral benefits shall accrue to the sole benefit of Escrow Agent and Escrow Agent shall have no obligation to account to the parties to this escrow for the value of any such collateral benefits.

#### **6. Miscellaneous Fees**

The Settlement Statement may prescribe that certain release or reconveyance fees are payable to Escrow Agent. These fees are payable to Escrow Agent to compensate it for facilitating and arranging for the reconveyance or release of the encumbrance in question and are payable in the amounts indicated irrespective of whether additional reconveyance fees or charges may have been paid or are payable to any other party and irrespective of any limitation on reconveyance or release fees that may be prescribed. Escrow Agent may incur certain additional costs on behalf of the parties for services performed by third party providers. The fees charged by Escrow Agent for such services may include a mark up over the direct cost of such services to reflect

the averaging of direct, administrative and overhead charges of Escrow Agent for such services.

#### **7. Prorations & Adjustments**

The term "close of escrow" means the date on which documents are recorded. All prorations and/or adjustments shall be made as of the close of escrow based on a 30-day month, unless otherwise instructed in writing. Further, recording of documents and disbursement of funds are subject to Escrow Agent's compliance with state regulations and may not be completed for up to five days after the date of proration and/or execution of documents. Buyer(s) / Borrower(s) and Seller(s) agree that any such delay will not require that such amounts be re-prorated or adjusted.

#### **8. Contingency Periods**

Escrow Agent shall not be responsible for monitoring contingency time periods between the parties. The parties shall execute such documents as may be requested by Escrow Agent to confirm the status of any such periods.

#### **9. Reports**

As an accommodation, Escrow Agent may agree to transmit orders for inspection, termite, disclosure and other reports if requested, in writing or orally, by the parties or their agents. Escrow Agent shall deliver copies of any such reports as directed. Escrow Agent is not responsible for reviewing such reports or advising the parties of the content of same.

#### **10. Information from Affiliated Companies**

Escrow Agent may provide the parties' information to and from its affiliates in connection with the offering of products and services from these affiliates.

#### **11. Commitment for Title Insurance; Recordation of Documents**

The undersigned Buyer(s) / Borrower(s) hereby acknowledges receipt of a copy of, and an opportunity to review, Commitment for Title Insurance No. 48900 (the "Commitment") obtained through Escrow Agent in contemplation of the above transaction, and authorizes the title insurer to issue the policy of title insurance contemplated thereby, which policy shall contain the following exceptions from coverage as shown on the Commitment, in addition to any new encumbrances created in connection with this transaction: \_\_\_\_\_ - \_\_\_\_\_. The undersigned Buyer(s) / Borrower(s) and Seller(s) affirm that the legal description appearing in the Commitment is satisfactory, and authorize Escrow Agent to record documents delivered through escrow which contain said legal description and are necessary or proper for the issuance of the requested title insurance policy(ies).

#### **12. Personal Property Taxes**

No examination, UCC search, insurance as to personal property and/or the payment of personal property taxes is required unless otherwise instructed in writing.

### **13. Real Property Taxes**

The undersigned Buyer(s) / Borrower(s) and Seller(s) do hereby understand and agree that the proration for general property taxes as provided in the above referenced closing statements, was calculated by utilizing the general property taxes assessed for the year \_\_\_\_\_ and not the current year. Accordingly, the Buyer(s) / Borrower(s) and Seller(s) do hereby hold Escrow Agent free and harmless from any liability or damages caused by an inaccurate proration for general property taxes assessed for the current year. Upon a determination of the assessed property taxes due for the current year, Buyer(s) / Borrower(s) and Seller(s) agree to make the proper proration adjustment as may be required subsequent to closing. It is the responsibility of Buyer(s) / Borrower(s) to advise the appropriate county treasurer's office as to where and how the general property tax bill is to be directed. Tax notices are generally sent in October, and the taxes are due on November 1 and become delinquent on November 30. If an impound account has been set up with a lender, the lender will receive the original bill and the Buyer(s) / Borrower(s) will receive a copy.

### **14. Utilities and Water Rights**

Escrow Agent shall not be responsible for the transfer of utilities. Notwithstanding any provision to the contrary contained in the contract of sale, Escrow Agent shall not be responsible for the transfer of water rights or shares unless specifically instructed by the parties. Any such transfer of water rights or shares is facilitated by Escrow Agent solely as a courtesy, and no assurances are made as to the ownership and/or status of any such rights or shares. It is the responsibility of the Buyer(s) / Borrower(s) and Seller(s) to ensure the correct transfer of any water rights or shares.

### **15. Cancellation of Escrow**

Any party desiring to cancel this escrow shall deliver written notice of cancellation to Escrow Agent. Within a reasonable time after receipt of such notice, Escrow Agent shall send by regular mail to the address on the escrow instructions, one copy of said notice to the other party(ies). Unless written objection to cancellation is delivered to Escrow Agent by a party within 10 days after date of mailing, Escrow Agent is authorized, at its option, to comply with the notice and terminate the escrow. If a written objection is received by Escrow Agent, Escrow Agent is authorized, at its option, to hold all funds and documents in escrow (subject to the funds held fee) and to take no other action until otherwise directed by either the parties' mutual written instructions or a final order of a court of competent jurisdiction. If

no action is taken on this escrow within 6 months after the closing date specified in the escrow instructions, Escrow Agent's obligations shall, at its option, terminate. Upon termination of this escrow, the parties shall pay all fees, charges and reimbursements due to Escrow Agent and all documents and remaining funds held in escrow shall be returned to the parties depositing same.

### **16. Conflicting Instructions & Disputes**

If Escrow Agent becomes aware of any conflicting demands or claims concerning this escrow, Escrow Agent shall have the right to discontinue all further acts on Escrow Agent's part until the conflict is resolved to Escrow Agent's satisfaction. Escrow Agent has the right at its option to file an action in interpleader requiring the parties to litigate their claims/rights. If such an action is filed, the parties jointly and severally agree (a) to pay Escrow Agent's reasonable attorney's fees, and (b) that Escrow Agent is fully released and discharged from all further obligations under the escrow. If an action is brought involving this escrow and/or Escrow Agent, the parties agree to indemnify and hold the Escrow Agent harmless against liabilities, damages and costs incurred by Escrow Agent (including reasonable attorney's fees and costs) except to the extent that such liabilities, damages and costs were caused by the gross negligence or willful misconduct of Escrow Agent.

### **17. Usury**

Escrow Agent is not to be concerned with usury as to any loans or encumbrances in this escrow and is hereby released of any responsibility and/or liability therefor.

### **18. Insurance Policies**

In all matters relating to insurance, Escrow Agent may assume that each policy is in force and that the necessary premium has been paid. Escrow Agent is not responsible for obtaining fire, hazard or liability insurance, unless Escrow Agent has received specific written instructions to obtain such insurance prior to close of escrow from the parties or their respective lenders.

### **19. Copies of Documents; Authorization to Release**

Escrow Agent is authorized to rely upon copies of documents, which include facsimile, electronic, NCR, or photocopies as if they were an originally executed document. If requested by Escrow Agent, the originals of such documents shall be delivered to Escrow Agent. Escrow Agent may withhold documents and/or funds due to the party until such originals are delivered. Documents to be recorded **MUST** contain original signatures. Escrow Agent may furnish copies of any and all documents to the lender(s), real estate broker(s), attorney(s), accountant(s) and/or other title

company(ies) involved in this transaction upon their request.

**20. Tax Reporting, Withholding & Disclosure**

The parties are advised to seek independent advice concerning the tax consequences of this transaction, including but not limited to, their withholding, reporting and disclosure obligations. Escrow Agent does not provide tax or legal advice and the parties agree to hold Escrow Agent harmless from any loss or damage that the parties may incur as a result of their failure to comply with federal and/or state tax laws. **WITHHOLDING OBLIGATIONS ARE THE EXCLUSIVE OBLIGATIONS OF THE PARTIES. ESCROW AGENT IS NOT RESPONSIBLE TO PERFORM THESE OBLIGATIONS UNLESS ESCROW AGENT AGREES IN WRITING.**

**A. Taxpayer Identification Number Reporting**

Federal law requires Escrow Agent to report Seller(s)'s social security number and/or tax identification number, forwarding address, and the gross sales price to the Internal Revenue Service ("IRS"). Escrow cannot be closed nor any documents recorded until the information is provided and Seller(s) certifies its accuracy to Escrow Holder.

**B. Federal Withholding & Reporting**

Certain federal reporting and withholding requirements exist for real estate transactions where the Seller(s) (transferor) is a non-resident alien, a non-domestic corporation or partnership, a domestic corporation or partnership controlled by non-residents or non-resident corporations or partnerships.

**C. Taxpayer Identification Disclosure**

Parties to a residential real estate transaction involving seller-provided financing are required to furnish, disclose, and include taxpayer identification numbers in their tax returns. Escrow Agent is not required to transmit the taxpayer I.D. numbers to the IRS of the parties. Escrow Agent is authorized to release any party's taxpayer I.D. numbers to any other party upon receipt of a written request. The parties waive all rights of confidentiality regarding their taxpayer I.D. numbers and agree to hold Escrow Agent harmless against any fees, costs, or judgments incurred and/or awarded because of the release of taxpayer I.D. numbers.

**21. Privacy Policy**

The undersigned Buyer(s) / Borrower(s) and Seller(s) hereby acknowledge receipt of a copy of the Privacy Policy of the Underwriter issuing the final title policy and that of Escrow Agent.

DATED: September 16, 2016

**"Seller(s)":**

Radford Hills Corporation, a Utah Corporation

\_\_\_\_\_  
By: Edward E. Radford, President

**Post Closing Information:**

\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**"Buyer(s) / Borrower(s)":**

\_\_\_\_\_  
Kevin M. Parkinson

\_\_\_\_\_  
Collette Parkinson

**Post Closing Information:**

\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**"Escrow Agent":**

METRO NATIONAL TITLE

By: \_\_\_\_\_  
Name: Sue Anthony  
Its: Escrow Officer

Mail Tax notice to:  
Grantee

MNT File No.: 48900  
Tax ID No.: 16-287-0001

## **WARRANTY DEED**

Radford Hills Corporation, a Utah Corporation

**GRANTOR** of Salt Lake City, State of Utah, hereby CONVEYS and WARRANTS TO:

Kevin M. Parkinson and Collette Parkinson, husband and wife, as joint tenants

**GRANTEE** of , for the sum of TEN AND 00/100'S DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Weber County, State of Utah:

Lot 12, EMERSON HILLS SUBDIVISION PHASE 3, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

**SUBJECT TO:** County and/or City Taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, Leases and Reservations now of Record.

**WITNESS**, the hand(s) of said grantor(s), 16th day of September, 2016.

Radford Hills Corporation, a Utah Corporation

\_\_\_\_\_  
By: Edward E. Radford, President

State of Utah, County of \_\_\_\_\_ )ss:

On this date, September 16, 2016, personally appeared before me Edward E. Radford, who being by me duly sworn did say, that he is the President of Radford Hills Corporation, a Utah Corporation, the corporation that executed the above and foregoing instrument and that said instrument was signed on behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said Edward E. Radford acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public

Order Number: 48900B

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

## COMMITMENT FOR TITLE INSURANCE

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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**



Order Number: 48900B

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



Order Number: **48900B**

Client File Number:

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

2. Policy or Policies to be issued:	Amount of Insurance
(a) 2006 A.L.T.A. Owners	<b>\$275,000.00</b>
Owner's Premium	<b>\$1,431.00</b>

Proposed Insured:  
**Kevin M. Parkinson and Collette Parkinson**

(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:  
**To Be Determined**

(c) Leasehold \$

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:  
**Radford Hills Corporation**

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:  
**6523 North North Fork Road  
Eden, UT 84310**

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

**Order Number: 48900B**

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

**Exhibit "A"**

**Lot 12, EMERSON HILLS SUBDIVISION PHASE 3, according to the official plat thereof on file and of record in the office of the Weber County Recorder.**

**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. DELIVERY to the Company a copy of the documentation relating to the ability of Radford Hills Corporation to convey and/or encumber title to the land described herein.**

**3. Warranty Deed from the vestee to the proposed insured.**

**4. Trust Deed to secure your loan.**

**5. In the event this Company is requested to insure a transaction involving the subject property, this Company and/or it's 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**

**NONE**

Order Number: 48900B

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

[Vesting Deed Image](#)

**NOTE: The following name(s) 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.**

**Kevin M. Parkinson and Collette Parkinson**

**Radford Hills Corporation**

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

**PLEASE DIRECT ANY TITLE INQUIRES TO Jeff Lynch at 801-363-6633**

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

**END OF SCHEDULE B – Section 1**

**SCHEDULE B**

**Section 2**

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys fees or expenses) that arise by reason of:

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.: [16-287-0001](#)**

**Prior year: 2015 Paid**

**Amount: \$0.96**

**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, Liberty Cemetery Maintenance District, Weber Service Area No.5 – Liberty Park 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: October 14, 2008**

**Entry No.: [2369824](#)**

**Book / Page: 69 / 11**

**11. The right of the County Assessor to reassess the Tax Assessment on said property in accordance with Secs. 59-2-501 to 515 as disclosed by that certain Annual Application for Assessment and Taxation of**

Order Number: 48900B

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

**Agricultural Land 1969 Farmland Assessment Act:**

**Dated: September 23, 2008**

**Recorded: November 25, 2008**

**Entry No.: [2377373](#)**

**12. Easement, and the terms and conditions thereof:**

**Grantee: Utah Power & Light Company**

**Purpose: A perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration and replacement of the electric transmission distribution and telephone circuits of the Grantee and two guy anchors and three poles, with the necessary guys, stubs, crossarms, braces and other attachments affixed thereto.**

**Recorded: October 29, 1937**

**Entry No.: [32275](#)**

**Book/Page: X / 507**

**13. Subject to a 12 foot right of way for access of property owners abutting on the East, South and Southwest, as disclosed by Mesne instruments of record including but not limited to the following documents.**

**[Documents](#)**

**14. Subject to a perpetual right of way for a pipeline, and the terms and conditions thereof, as disclosed by Mesne instruments of record including but not limited to the following documents.**

**[Documents](#)**

**15. Memorandum Regarding Bridge, including the terms and conditions thereof:**

**Dated: September 23, 2008**

**Recorded: October 14, 2008**

**Entry No.: [2369825](#)**

**16. Onsite Wastewater Disposal Systems, Deed Covenant and Restriction to run with the land, including the terms and conditions thereof:**

**Dated: October 14, 2004**

**Recorded: October 14, 2008**

**Entry No.: [2369826](#)**

**17. Deferring Public Improvements Agreement, including the terms and conditions thereof:**

**Dated: October 14, 2008**

**Recorded: October 14, 2008**

**Entry No.: [2369827](#)**

**18. Affidavit, including the terms and conditions thereof:**

**Dated: March 09, 2015**

**Recorded: March 09, 2015**

**Entry No.: [2725109](#)**

**19. Resolution 12-2016**

**Dated: May 10, 2016**

**Recorded: May 25, 2016**

**Order Number: 48900B**

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

**Entry No.: [2795067](#)**

**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.