



Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota 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.

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.

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

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

Order Number: 52249C

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



Order Number: 52249C

Client File Number:

1. Effective date: **January 30, 2017 at 7:45 AM**

2. Policy or Policies to be issued:

(a) 2006 A.L.T.A. Owners

Amount of Insurance

\$180,000.00

Owner's Premium

\$983.00

Proposed Insured:

Angela Dean and Tim Brown

Amount of Insurance

(b) 2006 A.L.T.A. Loan (Extended)

Loan Premium

\$0.00

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:

Fisher Family Holdings, LLC, a Utah limited liability company

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:

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

Exhibit "A"

Part of the Northeast Quarter of Section 1, Township 7 North, Range 1 West, Salt Lake Base & Meridian: Beginning at the Southwest corner of Lot 6, Emerson Hills Subdivision - Phase 1, which is located South 88°50'52" West 2191.04 feet along the Section line and South 00°00'00" West 1407.19 feet from the Northeast corner of Section 1, Township 7 North, Range 1 West, Salt Lake Base and Meridian; running thence along the Northerly line of the County road the following three course: (1) right along the arc of a 244.98 foot radius curve a distance of 32.78 feet (chord bears North 26°47'02" West 32.76 feet), (2) left along the arc of a 313.41 foot radius curve a distance of 164.65 feet (chord bears North 38°00'02" West 162.76 feet), (3) right along the arc of a 595.11 foot radius curve a distance of 146.47 feet (chord bears North 45°59'59" West 146.10 feet) to the Westerly line of grantor's property; thence along said Westerly line the following four courses: (1) North 67°17'00" East 269.34 feet, (2) North 04°36'02" East 243.17 feet, (3) South 87°00'02" West 148.44 feet, (4) North 21°43'55" East 420.30 feet; thence South 63°22'56" East 171.17 feet; thence South 26°37'04" West 35.17 feet; thence South 63°22'56" East 214.20 feet to the Northwest corner of said Lot 6; thence South 26°05'58" West 872.96 feet to the point of beginning.

Basis of bearing is the North line of the Northeast quarter of Section 1, Township 7 North, Range 1 West, Salt Lake Base and Meridian, as South 88°50'52" West marked by brass cap monuments.

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. Withdrawal of Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act and payment of Roll-Back Taxes, clearing Exception No. 10, shown herein.

2. Affidavit executed by the Owner/Seller of the property certifying that said property is free and clear of liens and encumbrances.

3. Delivery to, and approval by the Company of Articles of Organization and Operating Agreement for Fisher Family Holdings, LLC, a Utah limited liability company regarding the legal status and ability to convey and/or encumber title to the land described herein.

The Company reserves the right to make additional requirements as needed.

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

5. Trust Deed to secure your loan.

[Vesting Deed Image](#)

[Plat Map Image](#)

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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.

Angela Dean and Tim Brown

Fisher Family Holdings, LLC, a Utah limited liability company

THE UNDERWRITER DESIGNATED FOR THIS FILE SHALL BE Old Republic National Title Insurance Company

PLEASE DIRECT ANY TITLE INQUIRES TO Greg Crandall 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

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. The following affects a portion of said land:

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

Year: 2017

Tax ID No.: 16-001-0022

Prior year: 2016 Paid

Amount: \$.76

The following affects a portion of said land:

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

Year: 2017

Tax ID No.: 16-001-0023

Prior year: 2016 Paid

Amount: \$.15

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, Weber Fire District and the Ogden Valley Natural Gas Improvement District, and is subject to any assessments levied thereby.

10. 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 Agricultural Land 1969 Farmland Assessment Act:

Dated: August 30, 2004

Recorded: November 5, 2004

Entry No.: [2066791](#)

of Official Records.

11. 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.

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

13. Subject to easements and rights of way of record or enforceable in law and equity for any roads, ditches, canals, transmission lines, pipelines, or any other utility now existing over, under and across the subject property.

14. Notice of Access Road, and the terms and conditions thereof.

Recorded: August 15, 1980

Entry No.: [817066](#)

Book / Page: 1363 / 1046

15. Notice of Irrigation Systems and Irrigation Operation Agreements and Rights of Way, and the terms and conditions thereof.

Recorded: January 16, 1986

Entry No.: [958077](#)

Book / Page: 1483 / 1034

16. Deed of Easement, and the terms and conditions thereof:

Grantor: The Radford Family Limited Partnership

Grantee: The Radford Family Limited Partnership

Purpose: a right of way and easement to construct, operate, maintain and replace such pipes or irrigation systems.

Recorded: August 18, 1992

Entry No.: [1189497](#)

Book/Page: 1635 / 902

17. Right-of-Way and Easement, and the terms and conditions thereof:

Grantor: Radford Hills Corporation

Grantee: Questar Gas Company

Purpose: to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities.

Recorded: March 18, 2003

Entry No.: [1921803](#)

Book/Page: 2333 / 2019

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

END OF SCHEDULE B – Section 2

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions 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/>.



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.