

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

**ALTA COMMITMENT FORM  
COMMITMENT FOR TITLE INSURANCE**

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 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, Commonwealth Land 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.

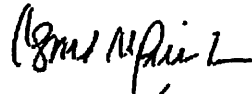
Founders Title Company  
748 W. Heritage Park Blvd, #202  
Layton, Utah 84041



Ronald K. Thompson, Sr. Title Officer



By:



ATTEST



President

Secretary

# COMMONWEALTH LAND TITLE INSURANCE COMPANY

## ALTA COMMITMENT FORM COMMITMENT FOR TITLE INSURANCE

### 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 [www.alta.org](http://www.alta.org).



**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

File No.: 17-022450

1. Effective Date: February 9, 2017 at 12:00 AM

2. Policy or Policies to be issued:	Amount
(a) Owner's Policy (ALTA Owners Policy (06/17/06)) Proposed Insured: <b>TBD TBD</b>	Premium: <b>\$0.00</b>
(b) Loan Policy (ALTA Loan Policy (06/17/06)) Proposed Insured:	Premium: <b>\$0.00</b>

Endorsements to be issued:

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

PATRICK BENSTOG and PAUL BENSTOG and LOLA BENSTOG and JOHN BENSTOG, ALL and JOINT TENANTS

5. The land referred to in the Commitment is described as follows:

SEE EXHIBIT ATTACHED HERETO

For Identification Purposes Only: 9282 E 500 S, Huntsville, UT 84317

Founders Title Company  
748 W. Heritage Park Blvd, #202  
Layton, Utah 84041

Ronald K. Thompson, Sr. Title Officer



By:

ATTENT

President

Secretary

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

**ALTA 2006 Commitment**

**SCHEDULE B**

File No.: 17-022450

The following requirements must be met:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges and assessments levied and assessed against the subject premises, which are due and payable.
3. Satisfactory documentation evidencing that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractor, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. Pay all premiums, fees and charges for this report, and any policy issued hereunder.
5. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this Commitment who will receive an interest in the Land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.

# COMMONWEALTH LAND TITLE INSURANCE COMPANY

## ALTA 2006 Commitment

### SCHEDULE B - SECTION II EXCEPTIONS

File No.: 17-022450

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. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the Public Records.
3. 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 that is not shown by the Public Records.
4. 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.
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. Taxes or assessments which 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. Proceedings by a public agency, which may result in taxes or assessments, or notices of proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
8. 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 value the estate or interest or mortgage thereon covered by this Commitment.  
  
Exception Numbers 1 through 8 will not appear in any Extended Coverage Mortgage Policy to be issued hereunder.
9. Taxes for the year 2017 are now a lien, but not yet due.  
Tax ID No. 21-023-0005. (2016 taxes were paid in the amount of \$4,525.81)
10. Said property is included within the boundaries of Weber Area Dispatch 911 and Emergency Services District, Weber County Schools, Weber Fire District, Ogden Valley Natural Gas Improvement District, and is subject to the charges and assessments thereof.
11. Effect of the reservation contained in the United States Patent to the State of Utah recorded in Book 830 at Page 498, of the official records.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

## SCHEDULE B

(Continued)

12. Right of Way for irrigation ditch granted to Downs Ditch Water Company by instrument recorded February 25, 1914 in Book 72 of Deeds Page 305, location not disclosed.
13. EASEMENT AND CONDITIONS CONTAINED THEREIN:  
Grantor: The Board of Commissioners of Weber County  
Grantee: Huntsville Waterworks Corporation  
Dated: July 11, 1988  
Recorded: July 11, 1988  
Entry No.: 1051640  
Book/Page: 1543/582
14. Resolution No. 23-2005 "Weber Area Dispatch 911 and Emergency Services District"  
Recorded: January 24, 2006  
Entry No.: 2156401
15. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
16. Any matters that might be disclosed by an accurate survey of said premises.
17. RESOLUTION NO. 27-2012 confirming the tax to be Levied for Municipal Services provided to the unincorporated area of Weber county Recorded December 13, 2012 as Entry No. 2610456.
18. RESOLUTION ESTABLISHING THE OGDEN VALLEY TRANSMITTER/RECREATION SPECIAL SERVICE DISTRICT:  
Recorded: 03/19/2015  
Entry No.: 2725109
19. PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT FOR THE ALLOTMENT OF WATER:  
Recorded: 09/01/2015  
Entry No.: 2753962 & 2753969

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Inquiries regarding Escrow/Closing of this transaction should be directed to

T.K. Fenner at 801-773-3747.

Inquiries regarding this commitment should be directed to:

RON THOMPSON  
JIM C. MORRIS

COMMONWEALTH LAND TITLE INSURANCE COMPANY

**SCHEDULE B**  
(Continued)

NOTE: Judgments were checked as to PATRICK BENSTOG and PAUL BENSTOD, LOLA BENSTOG and JOHN BENSTOG and no unsatisfied judgments were found.

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

**ALTA 2006 Commitment**

**EXHIBIT A**

File No.: 17-022450

The Land referred to herein below is situated in the County of Weber, State of Utah, and is described as follows:

PART OF LOT 16, SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16, RUNNING THENCE NORTH 589.8 FEET, THENCE NORTH 83D31' EAST 877.9 FEET TO THE NORTHEAST CORNER OF LOT 16, THENCE SOUTH ALONG THE LOT LINE 447.04 FEET, THENCE SOUTH 89D46' WEST 150 FEET, THENCE SOUTH 0D14' EAST 286.09 FEET, THENCE NORTH 86D35' WEST 723.2 FEET TO THE POINT OF BEGINNING.

21-023-0005



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COMMITMENT FOR TITLE INSURANCE**

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 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, Commonwealth Land 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.

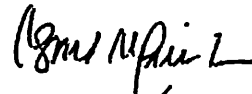
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Ronald K. Thompson, Sr. Title Officer



By:



ATTENT



President

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# COMMONWEALTH LAND TITLE INSURANCE COMPANY

## ALTA COMMITMENT FORM COMMITMENT FOR TITLE INSURANCE

### 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 [www.alta.org](http://www.alta.org).



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Endorsements to be issued:

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

PATRICK BENSTOG and PAUL BENSTOG and LOLA BENSTOG and JOHN BENSTOG, ALL and JOINT TENANTS

5. The land referred to in the Commitment is described as follows:

SEE EXHIBIT ATTACHED HERETO

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**ALTA 2006 Commitment**

**SCHEDULE B**

File No.: 17-022450

The following requirements must be met:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges and assessments levied and assessed against the subject premises, which are due and payable.
3. Satisfactory documentation evidencing that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractor, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. Pay all premiums, fees and charges for this report, and any policy issued hereunder.
5. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this Commitment who will receive an interest in the Land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.

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File No.: 17-022450

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2. Easements, liens, encumbrances, or claims thereof, which are not shown by the Public Records.
3. 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 that is not shown by the Public Records.
4. 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.
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. Taxes or assessments which 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. Proceedings by a public agency, which may result in taxes or assessments, or notices of proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
8. 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 value the estate or interest or mortgage thereon covered by this Commitment.  
  
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11. Effect of the reservation contained in the United States Patent to the State of Utah recorded in Book 830 at Page 498, of the official records.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

## SCHEDULE B

(Continued)

12. Right of Way for irrigation ditch granted to Downs Ditch Water Company by instrument recorded February 25, 1914 in Book 72 of Deeds Page 305, location not disclosed.
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Grantee: Huntsville Waterworks Corporation  
Dated: July 11, 1988  
Recorded: July 11, 1988  
Entry No.: 1051640  
Book/Page: 1543/582
14. Resolution No. 23-2005 "Weber Area Dispatch 911 and Emergency Services District"  
Recorded: January 24, 2006  
Entry No.: 2156401
15. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
16. Any matters that might be disclosed by an accurate survey of said premises.
17. RESOLUTION NO. 27-2012 confirming the tax to be Levied for Municipal Services provided to the unincorporated area of Weber county Recorded December 13, 2012 as Entry No. 2610456.
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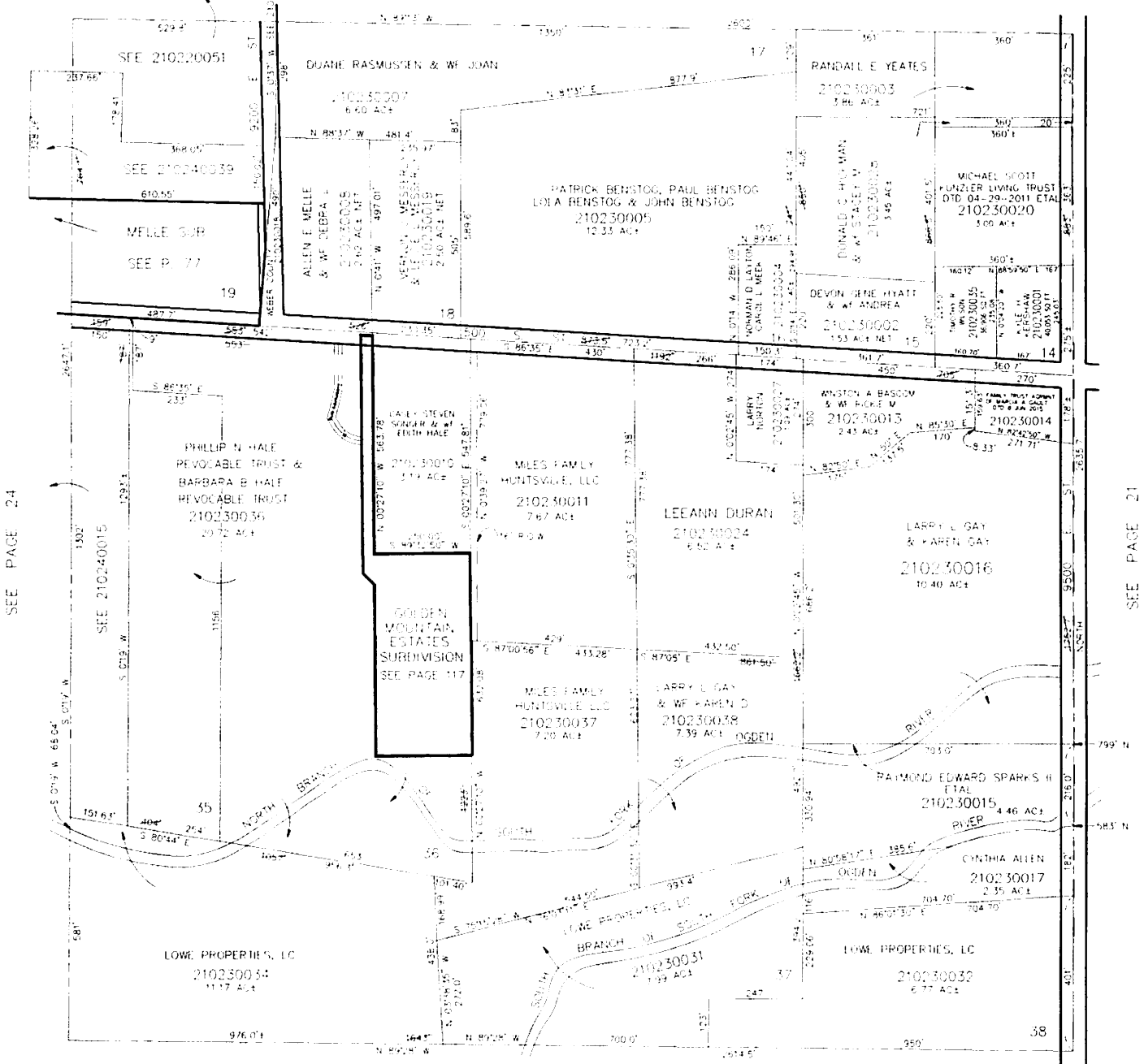


SECTION 16, T.6N., R.2E., S.L.B. & M.

IN WEBER COUNTY  
SCALE 1" = 200'

TAKING CRUI. 55

SEE PAGE 22



SEE PAGE 24

SEE PAGE 21

SEE PAGE 25

NOTE: SEE ORIGINAL PLAT IN BOOK 6, PAGE 64 APPROXIMATE LOCATION OF RIVERS FROM 1970 AERIAL PHOTO