### SCHEDULE A

Inwest Title Services, Inc. **ORDER NUMBER: 238053** 

**COMMITMENT NUMBER: 238053** 

1. Effective Date: MAY 9, 2017 @ 6:00 PM

2. Policy or Policies to be issued: (a) A.L.T.A. Owner's Policy - (6/17/06) **Proposed Insured** 

**Amount of Insurance** 

**Premium Amount** 

0.00

(b) A.L.T.A. Loan Policy - (6/17/06) Proposed Insured:

\$

0.00

**ENDORSEMENTS** 

**Endorsement Total:**\$

0.00

Premium Total:\$

0.00

Additional Charges:\$

200.00

OTHER SERVICES:

COMMITMENT ONLY

TOTAL: \$

200.00

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:

PATRICK H. BONKEMEYER AND RAYLEEN T. BONKEMEYER, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE BONKEMEYER REVOCABLE LIVING TRUST, DATED MARCH 18, 2004, AND ANY AMENDMENTS THERETO

5. The land referred to in this commitment is described as follows:

ALL OF LOT 4, RIVER RANCH, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PROPERTY KNOWN AS: 9003 EAGLE WAY HUNTSVILLE UT 84317

TO: BUYER ATTN: BUYER

CUSTOMER REFERENCE NO.:

Authorized Counter Signature

ESCROW/CLOSING INQUIRIES SHOULD BE DIRECTED TO TONI GEORGE, AT 801-399-3544. LOCATED AT 2037 WEST COMMERCE WAY WEST HAVEN UT 84401.

ISSUED BY: STEWART TITLE GUARANTY COMPANY

### SCHEDULE B

### Inwest Title Services, Inc.

ORDER NUMBER: 238053

**COMMITMENT NUMBER: 238053** 

## 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:

(Section 1)

- 1. 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 such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. 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 by making inquiry of persons in possession thereof.
- 3. Easements, liens, or encumbrances, or claims thereof, which 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.

(Section 2)

## The following matters will be excepted in Schedule B of the policy to be issued:

 TAXES FOR THE YEAR 2017 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:

YEAR:

2016

STATUS:

PAID

AMOUNT:

\$266.05

SERIAL NO.:

21-097-0004

2. THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE SPECIAL

ASSESSMENT DISTRICT(S) SHOWN BELOW, AND IS SUBJECT TO ALL CHARGES

AND/OR ASSESSMENTS LEVIED THEREBY:

DISTRICT(S): WEBER COUNTY GENERAL FUND

DISTRICT(S): WEBER COUNTY G. O. BOND FUND

DISTRICT(S): LIBRARY

DISTRICT(S): WEBER SCHOOL DISTRICT

DISTRICT(S): STATEWIDE SCHOOL BASIC LEVY

DISTRICT(S): MOSQUITO ABATEMENT DISTRICT

DISTRICT(S): WEBER BASIN WATER-GENERAL

DISTRICT(S): WEBER/MORGAN HEALTH

DISTRICT(S): JUDGEMENT LEVY- W.C.

DISTRICT(S): PARAMEDIC FUND

DISTRICT(S): WEBER FIRE DISTRICT

DISTRICT(S): ASSESS & COLLECT/STATE

DISTRICT(S): ASSESS & COLLECT/ COUNTY

DISTRICT(S): UNINCORP WEBER COUNTY

DISTRICT(S): WEBER SCHOOL JUDGEMENT LEVY

DISTRICT(S): WEBER AREA 911 AND EMERGENCY SERVICE

DISTRICT(S): WEBER FIRE G.O. BOND-2006

 ANNUAL APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND UNDER 1969 FARMLAND ASSESSMENT ACT.

DATED:

NOVEMBER 9, 2004

RECORDED:

NOVEMBER 17, 2004

**ENTRY NO:** 

2068886

THE RIGHT OF WEBER COUNTY TO RE-ASSESS THE TAX ASSESSMENT ON SAID

PROPERTY IN ACCORDANCE WITH SECS. 59-5-86 105 UCA 1953.

(Continued)

## CONTINUATION SHEET SCHEDULE B

Inwest Title Services, Inc.

ORDER NUMBER: 238053 COMMITMENT NUMBER: 238053

- 4. MINERALS OF WHATSOEVER KIND, 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.
- 5. RIPARIAN OR WATER RIGHTS, CLAIMS, OR TITLE TO WATER WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
- NOTES, SETBACK LINES, CONDITIONS, RESTRICTIONS, EASEMENTS, REQUIREMENTS, STIPULATIONS AND ALL MATTERS AS SET FORTH ON THE RECORDED DEDICATION PLAT.
- 7. PUBLIC UTILITY EASEMENTS TOGETHER WITH INCIDENTAL RIGHTS THERETO, AS DELINEATED ON OWNERS DEDICATION PLAT FOR RIVER RANCH.
- COSTS AND EXPENSES ASSOCIATED WITH THE MAINTENANCE, REPAIR AND REPLACEMENT OF PRIVATE RIGHTS OF WAY AS DELINEATED ON DEDICATION PLAT.
- TERMS, PROVISIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS, AND LIENS PROVIDED IN THE "COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS: DEFINITIONS, ASSESSMENTS, AND USE RESTRICTIONS", RECORDED: AUGUST 5, 2003, AS ENTRY NO. 1963392, IN BOOK 2418, AT PAGE 1350, TOGETHER WITH AMENDMENTS THERETO, BUT OMITTING ANY COVENANT CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, HANDICAP, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (a) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (b) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS.
- 10. ONSITE WASTEWATER DISPOSAL SYSTEMS DEED COVENANT AND RESTRICTION TO RUN WITH THE LAND

DATED:

**AUGUST 5, 2003** 

RECORDED:

**AUGUST 5, 2003** 

ENTRY NO.:

1963393

BOOK/PAGE:

2418/1365

\*SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN

11. PRIVATE WELLS DEED COVENANT AND RESTRICTION TO RUN WITH THE LAND

DATED:

AUGUST 5, 2003

RECORDED:

**AUGUST 5, 2003** 

**ENTRY NO.:** 

1963394

BOOK/PAGE:

2418/1366

\*SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN

12. ANY CONTINUING ASSESSMENTS OR LIENS LEVIED BY THE HOMEOWNERS ASSOCIATION.

ANY "TRANSFER" FEES OR "COMMUNITY ENHANCEMENT" FEES OR "REINVESTMENT" FEES WHICH MAY BE LEVIED BY THE HOMEOWNERS ASSOCIATION, OR OTHER AUTHORIZED PARTIES, AS A RESULT OF THE PROPOSED TRANSACTION.

(Continued)

## CONTINUATION SHEET SCHEDULE B

Inwest Title Services, Inc.

ORDER NUMBER: 238053

**COMMITMENT NUMBER: 238053** 

13. NOTE: NO EXISTING DEED OF TRUST OR MORTGAGE APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.

CLICK THE LINK BELOW FOR A COURTESY MAP OF THE SUBJECT PROPERTY. (view)

## SCHEDULE C

Inwest Title Services, Inc.

**ORDER NUMBER: 238053** 

**COMMITMENT NUMBER: 238053** 

### The following requirements must be met:

- 1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2. Pay us the premiums, fees and charges for the policy.
- 3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed delivered and recorded.
- 4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

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 other utilities, etc. Which are not covered by this report or insured under a Title Insurance Policy.

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 judgement in any court of proper jurisdiction.

- 5. IN THE EVENT THE COMPANY IS REQUESTED TO INSURE A TRANSACTION INVOLVING THE SUBJECT PROPERTY, THE COMPANY AND/OR ITS UNDERWRITER RESERVES THE RIGHT TO ADD EXCEPTIONS AND/OR REQUIREMENTS UPON RECEIPT OF INFORMATION DEFINING SAID TRANSACTION.
- THE FOLLOWING NAMES HAVE BEEN CHECKED FOR JUDGMENTS, FEDERAL AND STATE TAX LIENS, NONE HAVE BEEN FOUND EXCEPT AS NOTED ON SCHEDULE B.

BONKEMEYER REVOCABLE LIVING TRUST

7. ACCORDING TO THE OFFICIAL RECORDS, THERE HAVE BEEN NO DOCUMENTS CONVEYING TITLE TO THE LAND DESCRIBED HEREIN WITHIN 24 MONTHS PRIOR TO THE DATE OF THIS COMMITMENT, EXCEPT AS FOLLOWS:

NONE

## STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

## WHAT DOES INWEST TITLE SERVICES, INC. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Inwest Title Services, Inc. and its affiliates ("Inwest Title"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Inwest Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices		
How often do/does Inwest Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.	
How do/does Inwest Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.	
How do/does Inwest Title collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.	
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.	

Contact Us

If you have any questions about this privacy notice, please contact us at: Inwest Title Services, Inc., Corporate Headquarters, Privacy Officer, 2037 W. Commerce Way, West Haven, Utah.

## STG Privacy Notice Stewart Title Companies

## WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes – to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

## SHARING PRACTICES

How often do the Stewart Title companies notify me	We must notify you about our sharing practices when you request a transaction.
about their practices?	
How do the Stewart Title Companies protect my	To protect your personal information from unauthorized access and use, we use
personal information?	security measures that comply with federal law. These measures include computer,
	file, and building safeguards.
How do the Stewart Title Companies collect my personal	We collect your personal information, for example, when you
information?	request insurance-related services
	provide such information to us
	We also collect your personal information from others, such as the real estate agent or
	lender involved in your transaction, credit reporting agencies, affiliates or other
	companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in
	certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

#### ALTA Commitment Form

# COMMITMENT FOR TITLE INSURANCE Issued by



STEWART TITLE GUARANTY COMPANY, a Texas 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 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 Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory. IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

STEWART TITLE

GUARANTY COMPANY

Countersigned by:

CORPORAL TO SEE THE SE



Authorized Signature

INWEST TITLE SERVICES, INC. 2037 WEST COMMERCE WAY

WEST HAVEN, UT 84401 PH: 801-399-3544

FAX: 801-399-3658



This product proudly produced in the U.S.A. by Inwest Title

#### 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 acquires 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/.



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston Texas 77252.